

COLLECTIVE AGREEMENT

B E T W E E N:

**THE BOARD OF MANAGEMENT FOR THE RAINY RIVER DISTRICT
HOME FOR THE AGED, FORT FRANCES, ONTARIO
(c.o.b. "Rainycrest Home for the Aged")
(hereinafter called the "Employer")**

of the first part

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65
(hereinafter called the "Union")**

of the second part

AGREEMENT TERM: January 1st, 1998 to December 31st, 2001

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COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF MANAGEMENT FOR THE RAINY RIVER DISTRICT
HOME FOR THE AGED, FORT FRANCES, ONTARIO
(c.o.b. "Rainycrest Home for the Aged")
(herein after called the Employer)

of the first part

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65
(herein after called the "Union")

of the second part

NOW THEREFORE this Agreement witnesseth:

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Union.

ARTICLE 2 - DEFINITIONS

2.01 Regular Employees

Regular full-time employees shall mean persons who have satisfactorily served the probationary period and who are normally employed in full-time positions of a continuous nature.

2.02 Regular Part-Time Employees

Regular part-time employees shall mean persons who have satisfactorily served the probationary period and who are normally employed in part-time positions of a continuous nature.

Regular part-time employees shall receive the wage rates, conditions of employment, and benefits specified in this Agreement on a pro-rata basis according to their hours of work.

Seniority, for purposes of job posting, layoffs, and vacation credits shall be calculated on a pro-rata basis according to hours of work.

2.03 Casual Employees

Casual employees shall mean persons hired to replace regular full-time employees or regular part-time employees during vacations, illness, leave of absence or otherwise on a short-term basis.

Seniority for purposes of promotion, layoffs and vacation credits shall be calculated on a pro-rata basis according to hours of work.

The following procedure will be followed by Department Heads or designate when calling in replacement staff.

1. The Department Head or designate will make one call to each person on the casual call in list for that department in order of seniority, until a replacement is found.
2. If no one on the casual call-in list is willing to work the shift, the Department Head or designate will make one call to each person on the regularly scheduled part-time list who is not already scheduled to work, in order of seniority. If no regular part-time is available one call will be made from the list of regular full-time qualified employees who are willing to work. Such call will be made in order of seniority in the department for which the work is available.
3. The Department Head or designate will maintain a separate record of calls made to staff, including name, date, time and response (i.e., accept, refuse (with reason) or no answer).
4. If the Department Head or designate is not successful in finding a replacement, he or she may decide to reassign work, or obtain a replacement from an alternate source.
5. Casual call-in employees:
 - a) Casual employees must be available to work all shifts. Refusal of three (3) calls of available work in a three (3) month period shall result in the employee being placed on the bottom of the on-call list for a period of six (6) months unless such work was refused by reason of the employee being incapacitated due to illness or accident.

Permission to be absent from work may be granted by the Department Head or designate upon receipt of written request at least two (2) weeks in advance. This request will not be unreasonably withheld if sufficient casual relief is available.

- b) Casual employees shall not be entitled to refuse available work during the March school break, from June 15th to September 15th and from December 15th to January 15th. Permission to be absent from work may be granted by the Department Head upon

receipt of written request at least two weeks in advance, notwithstanding the restricted periods described above. This request will not be unreasonably withheld if sufficient casual relief is available.

The schedule of hours for working during Christmas and New Year's shall be posted by November 25th.

- c) When calling in casuals for possible long-term (twenty [20] - forty [40] shifts) relief, the first available casual will replace until the next regular call in day, when the remainder of the term will be offered to casuals in order of seniority, providing that they are not already doing a long term (twenty [20] - forty [40] shift) replacement.

2.04 Gender Clause

For the purposes of interpretation of this Agreement, wherever the singular or masculine gender is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement so requires.

2.05 Basic Services

The employer shall retain the right to address the Activation Department's needs relative to the best interest of the Residents and in so doing, shall determine the staffing complement by job classification required during paid holidays outlined in Article 17 of this Agreement, by the implementation of a rotation system.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

- a) The employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Rainycrest Home for the Aged, save and except professional medical staff, R.N.'s, supervisors, persons above the ranks of supervisors, office personnel employed in a confidential capacity, and students employed during the school vacation period.
- b) The Union agrees that the Employer may provide students with an opportunity for work experience provided that they notify the Union as to the number of students and the work which they will perform before such a program is instituted. The Employer will ensure that students will not be used to replace bargaining unit employees at any time.

3.02 Management Functions

The Union recognizes that it is the exclusive function of the Employer to manage, which function without limiting the generality of the foregoing, include the right to determine:

- a) Employment, appointment, complement, organization, assignment, to discipline, dismiss, or suspend for just cause, work methods and procedure, kinds and location of equipment and classification of positions.
- b) Training and development, employee appraisals, governing principals of which are subject to review by the Employer in consultation with the Union.
- c) The Employer will not exercise or make or enforce regulations inconsistent with the provisions of this Agreement unless by mutual consent.
- d) Before the Employer introduces technological change that will affect employees or where any policy change will adversely affect employees there will be prior notice and discussion with the Union at a Union/Management meeting.

The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration Procedure.

3.03 No other Agreements

No employee shall be required or permitted to make written or verbal agreements with the Employer or his/her representatives which may conflict with the terms of their Collective Agreement.

This will not preclude the Employer entering into a written agreement with individual staff who receive upgrading courses at a cost to the Employer.

A copy of such written agreement shall be forwarded to the Secretary and Shop Steward/Rainycrest of the Local Union.

3.04 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Union agrees that it will not cause, direct or consent to any strike or other collective action on the part of the employees represented by the Union during the term of this Agreement, and if such action is taken, the Union will instruct the employees to return to work and perform their usual duties and to resort to the Grievance Procedure established within this Agreement, for the settlement of complaints and grievances.

ARTICLE 5 - NO DISCRIMINATION

5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced upon any employee on account of membership or non-membership in any trade union or association or by reason of specified under the Ontario Human Rights Code.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator (or his designate) of the Employer and the Recording Secretary and Shop Steward/Rainycrest of the Union.

Changes that affect the Bargaining Unit shall be communicated in writing to the Local Shop Steward at Rainycrest Home for the Aged and shall be discussed at Union/Management meetings in accordance with Clause 7.02 of this Agreement.

ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS

7.01 Bargaining Committee

- a) A Union Bargaining Committee will be elected or appointed by the Union and will consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union members on the Committee.
- b) If either party wishes to call a meeting for the purpose of Collective Bargaining, such meeting shall be held at a time and place that is mutually agreeable to both parties.

- c) Any representative of the Union Bargaining Committee, who is in the employ of the Employer, shall have the right to attend bargaining meetings held within working hours without loss of remuneration.

7.02 Labour/Management Committee

The parties agree to form a Labour/Management Committee consisting of up to five (5) representatives each. The Committee will meet at the request of either party at mutually agreeable times to discuss matters of mutual concern.

The party requesting the meeting will notify the other within 48 hours of the meeting with an agenda setting out the matters to be discussed.

Time spent by the Union representatives in the Labour/Management Meeting, while at work, will be considered as time at work and will be paid at straight time hourly rates.

1. A written agenda will be exchanged forty-eight (48) hours prior to scheduled meetings;
2. Last-minute items may be added to the agenda on the date of the meeting;
3. Written minutes of all meetings shall be the responsibility of the representatives of both the Union and the Employer, with such representation alternating the duties associated with the recording and distribution of the Minutes; and
4. Written minutes of all meetings shall be read and approved at the following meeting and posted in the workplace.

7.03 Technical Information

The employer shall make available to the Union and Shop Steward/Rainycrest, information required by the Union and Shop Steward/Rainycrest regarding job descriptions of positions in the bargaining unit.

7.04 Representation

The Employer shall be notified in writing of the names of the members of the Union Committees. The Employer will, if requested, supply the Union with an organizational chart demonstrating the lines of authority and responsibility within the Home.

7.05 Permission to Leave Work

In order that the work of the Employer shall not be unreasonably interrupted, the Union acknowledges that a Steward or member of the Committee shall not leave their regular duties without first obtaining permission from their supervisor and on resuming regular duties they will report to their respective supervisors.

ARTICLE 8 - UNION MEMBERSHIP REQUIREMENT AND CHECK-OFF OF UNION DUES

8.01 All Employees to be Members

All employees of the Employer, as a condition of employment, shall become and remaining members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain a member of the Union within thirty (30) shifts of continuing employment.

8.02 Check-Off Payments

The Employer will deduct from every employee from the date of hire, any monthly dues levied in accordance with the Union constitution and by-law and owing by the employee to the Union. The total amount of said deductions shall be forwarded to the Treasurer of the Union not later than one (1) month after payroll deduction, accompanied by a list of names and addresses of employees from whom wage deductions have been made.

8.03 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

8.04 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the working conditions of the members of the Union, are to be discussed at the Union/Management meeting following the Board meeting.

8.05 New Employees

Upon successful completion of the probationary period of a new employee, the Employer will advise the Secretary of the Union and Shop Steward/Rainycrest, the name of the successful employee and position held.

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Settling of Grievance

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within five (5) working days after the circumstance giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The Supervisor will have up to five (5) working days after the meeting in which to provide a response.

Step 1

Failing settlement of the complaint as per above, an employee or one designated member of a group of employees having a grievance may within five (5) working days of the response from the immediate supervisor refer the matter in writing to her/his immediate supervisor who shall give her/his answer in writing to such employee within five (5) working days.

Step 2

If the grievance is not adjusted by the immediate supervisor, the employee with a steward may refer the written grievance to the Employer's Administrator within five (5) working days following the receipt of the written reply of the immediate supervisor. The employee or the Union Committee with his or her consent, or the Administrator may request a meeting which shall be held within five (5) working days after such request. The griever, two Union representatives and two representatives of the Employer shall be the only persons entitled to attend this meeting. The Administrator shall give his decision in writing to the employee and to the Union Committee not later than five (5) working days following the presentation to him of the written grievance.

Step 3

If the written decision of the Administrator is not satisfactory to the employee or to the Union Committee, the employee or the Union Committee, with his or her consent may, within five (5) working days thereafter, appeal in writing to the Chairman of the Board of Management of

Rainycrest Home for the Aged, requesting a meeting with him, and such meeting shall be held within ten (10) days after such written request from the employee or the Committee.

The Chairman shall notify the employee of the decision of the Employer within ten (10) days after such meeting.

Step 4

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within ten (10) working days following receipt of the reply from the Board of Management or within ten (10) days of the expiration of the time for the for the reply from the Board of Management, notify the Employer in writing of its desire to submit the difference or allegation to arbitration accompanied by the written consent of the employee.

9.02 Grievance Forms

All grievances shall be written on standard grievance forms and shall contain only one (1) grievance. A written grievance shall be signed by the employee.

9.03 Time Limits

Failure of the employee or Union to meet time limits in processing the grievance will cause the grievance to expire and the grievance can not then be processed to arbitration.

Failure of the Employer to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding step, provided s/he presents the grievance to the next step within five (5) working days after the expiration of the said time limit.

Any agreement to extend the time for processing a grievance will be valid only if signed by the Administrator or his designate and the employee who signed the grievance.

Time limits shall be computed by excluding Saturdays, Sundays and Statutory Holidays.

9.04 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

9.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

ARTICLE 10 - ARBITRATION

10.01 Composition of the Board of Arbitration

The Union and the Employer may agree upon an Arbitrator to hear the matter and for this purpose will exchange nominations for the Appointment of an Arbitrator. Failing agreement between Union and the Employer within six (6) days as to the Arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three (3) members and either the Union or the Employer may inform the other party in writing of its desire to submit the matter to a three-person Board and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so elected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be Chairman.

10.02 Failure to Appoint

If either party fails to make the required appointments within the time designated, either or both the parties may request the Minister of Labour for Ontario to fill the vacancies.

10.03 Not to Act as Arbitrator

No person may act as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

10.04 Decision of the Board

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. The decision shall be discussed by the Arbitration Board with all the members of the Arbitration Board present before it is rendered to the parties involved.

It is understood and agreed to that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable. No other grievance or difference shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it, nor shall any practices or customs become binding unless they are acknowledged in writing between the Administrator and the Union.

10.05 Time Limits

If the grievance is not referred to arbitration within the said ten (10) day period, the grievance will be conclusively deemed to have been finally abandoned.

10.06 Expenses of the Board

The fees of the Single Arbitrator shall be shared jointly by the parties hereto. If, however, the matter is referred to an Arbitration Board, each of the parties shall bear the fees of their own appointee and half the fees of the Chairman.

It is further agreed that the fees of the members of the Board of Arbitration shall be governed by the Ontario Arbitration Act, R.S.O. 1970, and further that the two appointees shall have the power to assist in the settling of the fees of the Chairman.

10.07 Failure to Follow Procedure

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

10.08 Witnesses

At any stage of the Arbitration Procedure, the parties may have the assistance of the employee or employees concerned as witnesses and other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE CASES

11.01 Reprimands

- a) Whenever the Employer delivers a written reprimand to an employee, the Employer shall send a copy of the written reprimand to the Recording Secretary and Shop Steward/Rainycrest of the Union within five (5) days, unless the employee requests confidentiality.
- b) Any record of such disciplinary action or written warnings shall be automatically destroyed after two (2) years.

11.02 Discharge

A claim by an employee that he or she has been unjustly discharged or suspended shall be treated as a grievance, if a written statement of such grievance is lodged by the employee with the Employer within five (5) days after the employee ceases to work with the Employer. Such grievance will be taken up at a special meeting with the Union Committee.

11.03 Proven Causes for Discharge

The following causes, if proven, will conclusively be deemed to be sufficient for the discharge of an employee:

1. Theft
2. Being on the job under the influence of alcohol or drugs so as to impair his or her duties
3. Abuse of a resident when proven in a court of law

11.04 Discharge Procedure

When an employee is discharged or suspended, he shall be given the reason for such discharge or suspension in the presence of a Union representative and two representatives of the Employer.

11.05 Settlement of Discharge Grievances

A discharge grievance may be settled by confirming the Employer's action in dismissing or suspending the employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

11.06 Personnel Records

An employee shall have the right at any reasonable time to have access and to review his/her personnel record by appointment, with the Administrator or designate.

ARTICLE 12 - EMPLOYER'S GRIEVANCES

12.01 Settling of Grievances

It is understood that the Employer may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its officers or committee member or a member, which may affect the Employer and that if such complaint is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and reduced to writing, and the written grievance sent to the President of the Union or to the designated representative.

The President of the Union or the designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Employer, give a reply in writing to the Employer.

If the written reply has not settled the grievance to the satisfaction of the Employer, or if no written reply is received by the Employer within twenty (20) days after the mailing or delivery of the written grievance to the President of the Union or the designated representative, the Employer may refer the grievance to arbitration in accordance with Article 10 of this Agreement.

12.02 Time Limits

Unless otherwise agreed to in writing, the Employer shall comply with time limits set out in this clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been abandoned.

ARTICLE 13 - SENIORITY

13.01 Probation for Newly Hired Employee

Newly hired employees, shall serve as probationary employees until they have completed four hundred and eighty (480) hours of continuous service and accordingly the dismissal of a probationary employee shall not be made the subject of a grievance.

Upon completion of the probationary period s/he shall be credited with seniority equal to hours worked.

13.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire as full-time employees except as otherwise provided herein.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 2080 hours worked in the bargaining unit.

All full and part-time employees shall continue to accumulate seniority during an absence up to twenty-four (24) months due to illness or compensable or non-compensable injury for the purpose of exercising seniority for job postings only.

All employees shall accumulate seniority on the basis of one (1) year of seniority being equal to 2080 hours worked.

13.03 Seniority Lists

The Employer shall maintain three Seniority Lists one (1) for regular full-time; one (1) for regular part-time and one (1) for casual employees.

“Any additions to or deletions from the list shall be updated by the Employer on a bi-monthly basis (February, April, June, August, October, December) and issued to the Recording Secretary and Shop Stewards (Rainycrest) immediately. One copy shall be posted on the bulletin board. During the first thirty (30) calendar days of posting, the employees shall have the opportunity of questioning their own individual seniority standing and after this time, the seniority list as posted or amended as the case may be, shall not be open to question by the employees or the Union.

13.04 Seniority for Casual Employees on Posted Jobs

Where a job is posted and no regular full-time or regular part-time employees apply for the job, a casual employee may apply and the provisions of Article 14.03 will apply.

13.05 Break in Service

An employee shall lose all seniority and shall be deemed to have quit the employ of the Home when the employee:

- a) Quits the employ of the Employer.

- b) S/he is discharged for just cause and is not reinstated.
- c) Fails to return to work after the completion of a leave of absence granted by the Employer.
- d) Fails to return to work within seven (7) calendar days after being sent a recall notice by registered mail to his/her last recorded address with the Employer.
- e) Utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted.
- f) Is laid off for more than twenty-four (24) months or is absent because of legitimate illness or absent because of compensable or non-compensable injury for more than twenty-four (24) months. Employees expected to be off work beyond the twenty-four (24) month period on a compensable injury must inform the Administrator in writing, substantiated by a doctor's certificate, the approximate date of their return to work.
- g) Is absent from work without a reason acceptable to the Administrator for three (3) or more working days in any calendar year.

13.06 An employee shall not accumulate seniority but shall maintain seniority under the following conditions:

- a) During a period of layoff not exceeding twenty-four (24) months.
- b) During any extended leave of absence without pay which has been granted by the Employer.

13.07 Transferring Between Jobs

When an employee transfers from regular part-time or casual service, to full-time service his/her seniority shall carry forth to the full-time position and shall continue to accumulate on a hours of work basis.

13.08 When an employee transfers through the job posting process from regular full-time service to regular part-time or at his/her request, to casual service, his/her seniority shall carry forth to the regular part-time or casual position and shall continue to accumulate on a hours of work basis.

13.09 Orientation Program

Each department will establish an orientation program for new and transferred employees.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES14.01 Job Postings

When a vacancy or new position is created, the Employer shall notify the Union Committee in writing and post notice of the position immediately on all job posting bulletin boards for a minimum of seven (7) days in order that all members will know about the position and be able to make application therefor.

14.02 Information in Postings

Such a notice shall contain the following information: Nature of position, qualifications, required knowledge and education skills, equivalent experience, shift, wage or salary rate or range, hours of work. The Administrator or designate will be the sole judge of equivalent experience. Those qualifications may not be established in an arbitrary or discriminatory manner.

Whenever a vacancy or new position is created, the position is to be filled within one (1) calendar month period. If a position remains open beyond one (1) calendar month the Administrator will notify the Union in writing stating the reasons why the member applicants were not suitable for the position. The member applicant may grieve the decision in accordance with Articles 9 and 10 of the Agreement.

Notwithstanding the above, the filling of a vacancy between June 15th and September 15th may be delayed until September 16th. Any decision not to fill the vacancy until September 16th will be stated on the job posting.

14.03 Seniority in Promotion and Transfers

Both parties recognize:

- a) The principle of promotion within the service of the Employer.
- b) That job opportunity should increase in proportion to length of service.

Therefore, in making staff transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02. Appointments from within the bargaining unit shall be made within one (1) calendar month of posting, whenever possible if suitable applicants can be located.

- 14.04 a) All interim positions which vacancy exceeds two (2) months will be posted.

- b) If while working in an interim position, an employee bids for and is awarded a full-time or permanent part-time position, that employee will start the new position immediately.
- c) If the employee in (b) above leaves the interim position she/he was in within four (4) weeks of beginning the interim position then the next senior applicant for the interim position will be offered the time remaining in the interim position.
- d) If the employee in (b) above leaves the interim position she/he was in after being in the interim position for more than four (4) weeks then the time remaining in the interim position will be filled by a casual employee.

At the termination of such interim position all employees involved in such interim transfers shall return to their former classifications and wage rate without loss of seniority.

14.05 Trial Period

In the case of a transfer to another classification, the successful applicant shall be placed on a trial period. Conditional on satisfactory service, the appointment shall become permanent after a period of the lesser of two hundred and forty (240) hours or six (6) calendar weeks for full time and part time employees. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification during the trial period, he shall be returned to his former position at his former salary, without loss of seniority. Until the applicant has successfully completed his trial period, his former position will be filled by a casual employee. Casual employees who are awarded either a full or part-time position will have a trial period as defined above. Employees transferring from regular part-time to regular full-time or vice versa in the same classification there is no trial period. Employees transferring through the posting process to duties with the same job description there is no trial period.

This clause will not apply to an employee transferring to a classification that she/he has worked in within one (1) year of the posting.

ARTICLE 15 - LAYOFF AND RECALL PROCEDURE

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

15.02 Role of Seniority in Layoffs and Recall

Both parties recognize that job security should increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority providing they have the ability to perform the work.

An employee about to be laid off may bump any employees with less seniority, providing the employee exercising the right has the ability to meet the normal requirements of the job.

The right to bump shall include the right to bump up.

This Article does not apply to casual employees.

15.03 Notice of Layoff

In the event of a proposed lay-off of a permanent or long-term nature of thirteen calendar weeks or more and/or the elimination of a position within the bargaining unit, the Employer will:

- a) provide the Union with at least three (3) months written notice of the proposed layoff or elimination of a position;
- b) provide affected employees with at least (3) months written notice prior to its implementation or pay in lieu thereof;
- c) where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in a) above shall be considered notice to the Union of any subsequent layoff.

15.04 Staff Planning Meetings

- a) where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving the employees any notice of lay-off, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact. Prior to such formal meeting or meetings taking place, the Employer shall provide the Union with the pertinent financial and staffing information upon which the Employer's concern is based, together with an explanation of that information as reasonably required.
- b) Alternatives
Where there is no consensus, the Union shall propose alternatives to cutbacks in staffing to the Employer's Administrator and to the Board of Directors.

15.05 Employee Rights Under Layoff

An employee in receipt of notice of layoff pursuant to 15.03 shall have the right to either:

- a) accept the layoff or be placed on a laid-off employee call-in list based on seniority accumulated as a full-time or part-time employee. Employees on the laid-off employee call-in list will be offered call-in work by seniority prior to employees on the casual call-in list. Seniority for employees on the laid-off employee call-in list will be calculated based on hours worked;
- b) exercise the option to retire, if eligible, under the terms of the pension plan; or
- c) displace another employee who has less bargaining unit seniority and has the ability to meet the normal requirements of the job;

Laid off employees will be placed on the recall list and maintained thereon as per Article 15.02 for the period of time as per Article 13 after the date of placement on the recall list. An employee laid off will lose her/his rights to recall to her/his original position as per Article 13 but will be placed on the casual call-in list commensurate with her/his seniority.

15.06 An employee who chooses to exercise the right to displace another employee with less seniority shall advise the Employer of his or her intention to do so and the position claimed, within seven (7) days after receiving the notice of layoff. The employee so displaced shall be deemed to have been laid off and shall be entitled to notice equal to the remaining number of days in the original three (3) months notice period. In any event, no employee subject to layoff shall receive less notice than is provided for in the Employment Standards Act.

15.07 Recall After Layoff

New available openings shall be posted as per the posting procedure in the Collective Agreement. Employees shall be recalled from layoff to available openings in order of seniority providing they have the ability to perform the work.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the employer shall not act in an arbitrary or unfair manner.

15.08 No New Employees to be Hired

No new employees will be hired until those laid off have been given an opportunity of re-employment.

15.09 Notification of Recall

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

- 15.10 In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the three (3) month notice period provided for in 15.03.

ARTICLE 16 - HOURS OF WORK

16.01 Regular Work Week

The regular work week for all full-time employees shall be forty (40) hours, consisting of five (5) consecutive days of eight (8) hours. In the event of transfer to a different position or classification resulting in more than five (5) consecutive days of work no overtime will be paid.

Notwithstanding the above paragraph, the regular hours of work may be changed or altered by mutual consent of both parties.

The Employer will allow two (2) fifteen (15) minute paid rest periods per eight (8) hour shifts.

No casual employee will be required to work two (2) consecutive shifts without an eight (8) hour break unless mutually agreed upon by the employee and the Supervisor.

16.02 Overtime

All time worked in excess of the above hours shall be considered overtime. Overtime shall be paid at the rate of one and one half (1½) times the regular rate of pay except when working overtime on a statutory holiday at which time the rate will be two times (2x) the regular rate of pay.

An employee receiving overtime pay as per the above shall have the option of receiving payment or taking time off work in lieu of payment at a time mutually agreeable between the employee and her supervisor.

16.03 Regular Part-Time Employees

Regular part-time employees will receive such proportion of the benefits under the wage schedule, Article 18 - Item 18.01, Article 16, Article 15 and Article 23 - Item 23.02 and Item 23.03 as the number of hours worked bears to the number of hours worked by a regular full-time employee in the same classification. Article 16 - Item 16.01 does not apply to other than regular full-time employees.

Regular part-time employees shall receive payment for regularly scheduled statutory holidays according to the Employment Standards Act.

16.04 Shift Work

(a) Evening Shift shall be defined as those shifts in which the major portion of hours worked occurs between 3:30 p.m. and 11:30 p.m.

Night Shift shall be defined as those shifts in which the major portion of hours worked occurs between 11:30 p.m. and 7:30 a.m.

Day Shift shall be defined as those shifts in which the major portion of hours worked occurs between 7:30 a.m. and 3:30 p.m.

(b) Where applicable, an employee must remain on duty until his/her replacement reports for duty. This applies to all Departments in the Home. The Administrator or designate will endeavor to get a replacement immediately.

Employees will not be required to remain at work beyond sixteen (16) hours.

16.05 Shift Differential

Effective August 17th, 2001 shift differential of fifty cents (\$0.50) per hour is to be paid for the employees who work evening shifts.

Effective August 17th, 2001 shift differential of fifty-five cents (\$0.55) per hour is to be paid for the employees who work midnight shifts.

16.06 Changes to Posted Shifts

Employees in the same classification shall be able to exchange shifts with each other only with the consent of the Supervisor concerned. Each employee will be responsible for his/her scheduled shift and shall concur with the Department head as to the name of the employee involved at least one (1) day before the change in posted shift.

No overtime shall be paid as a result of this request.

Such approval and concurrence shall not be unreasonably withheld.

A casual employee may participate in one (1) shift exchange per calendar month. Entitlement is non-cumulative. Each shift exchange must occur within the same 24 hour period and within the same classification. Such exchange of shifts must not result in the Employer incurring any overtime costs.

Casuals who are scheduled to work a long-term (over twenty [20] shifts) or interim replacement may exchange shifts after completion of twenty (20) shifts.

Each shift exchange must occur within the same twenty-four (24) hour period, and within the same classification, and with the consent of the Supervisor concerned.

The request form is to be completed and approved by the Supervisor prior to the shift exchange.

16.07 Reporting Pay

An employee who reports for work, when scheduled or called in to work by the Supervisor or designate and is told by the Supervisor or designate that she/he is not needed, shall be offered the option to remain at work for no less than four (4) hours with pay at her/his regular rate or to return home without pay.

16.08 No layoffs for Full-Time Employees

No regular full-time employee shall be laid off and replaced with two (2) or more regular part-time employees.

16.09 Changes to Daylight Saving Time

At the time of change from standard to daylight saving time, employees working seven (7) hours' will be paid seven (7) hours' pay. Employees reverting from daylight saving time will be paid eight (8) hours if they work eight (8) hours. If they work nine (9) hours, they will be paid one (1) hour overtime at the appropriate rate.

16.10 Call-Back Pay Guarantee - Stores Department

An employee of the Stores Department who is called in and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours of overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave. The employee shall be paid from the time s/he is called to report for duty until the time s/he arrives back upon proceeding directly from work.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 Paid Holidays

The following holidays will be recognized and observed with regular pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Three Floating Holidays	

If the Federal Government proclaims an additional holiday to be observed in the month of February, this Agreement shall be deemed to have been amended to include the said holiday.

17.02 Overtime on Statutory Holidays

An employee who works on any of the holidays listed in Article 17 - item 17.01 above shall be paid at a rate of time and one-half for such work and may be granted a day off with pay at a time mutually agreed upon by the employee and the Employer, provided however, that when the Employer and employee mutually agree, the Employer shall pay an additional day's pay in lieu of the day off.

17.03 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time designated by mutual consent.

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

Employees covered by this Agreement shall be granted vacations with pay as follows:

(A) Full-Time Employees

One (1) year of service but less than five (5) years of service -- three (3) weeks.

Five (5) years of service but less than fifteen (15) years of service -- four (4) weeks.

Fifteen (15) years of service but less than twenty (20) years of service -- five (5) weeks.

Twenty (20) years of service but less than twenty-five (25) years of service -- six (6) weeks.

Over twenty-five years of service -- seven (7) weeks.

The years of service will be based on the anniversary date of hire. An employee will not be entitled to any vacation until after one (1) full year of service unless employment is terminated in which case s/he will be entitled to vacation pay based on 5/6 day per month of service or four percent (4%) of gross wages, whichever is greater.

Vacation allotment will be credited to the employee on April 1st of each year. This allotment is for hours worked since the previous April 1st. Anniversary date will only be used for vacation allotment the first year of hire and on resignation or retirement. The employee will be allotted vacation on April 1st according to hours worked since hire; example - hired October 1st, vacation accrued from October 1st to March 31st.

(B) Part-time and Casual Employees

Employees with less than 2080 hours of work will receive annual vacation with pay at the rate of four percent (4%) of gross earnings.

Employees with over 2080 hours of work but less than 10,400 shall receive annual vacation pay at the rate of six percent (6%) of gross earnings.

Employees with over 10,400 hours of work but less than 31,200 shall receive annual vacation pay at the rate of eight percent (8%) of gross earnings.

Employees with over 31,200 hours of work shall receive annual vacation pay at a rate of ten percent (10%) of gross earnings.

The regular part-time employees shall have the option of taking the earned vacation pay annually or incorporated into the regular bi-weekly earnings or equivalent time off.

Vacation pay shall be paid to casual employees on every pay cheque.

18.02 No vacation days may be accumulated for more than one year without the written permission of the Administrator or his designate.

18.03 Vacation Pay on Termination or Retirement

An employee terminating his employment at any time in his vacation year before he has had his vacation, shall be entitled to a proportionate payment of salary or wage earned in lieu of such vacation prior to termination.

In the event that an employee dies before he has had his vacation, a proportionate payment of salary or wages earned in lieu of such vacation shall be paid to his beneficiary or estate.

18.04 Preference in Vacations

Vacation request schedules shall be posted by January 15th of each year and employees may request in writing their preference of vacation until May 1st of that year.

Written vacation requests made prior to May 1st on the vacation request schedule shall be granted by seniority.

Vacation schedules shall be posted on the bulletin board by June 1st of each year.

Written vacation requests made after May 1st shall be granted on a first come first served basis. Such late requests shall, if granted, be posted on the bulletin board within one (1) week of the request. Employees whose request is denied will be notified within one (1) week of the request.

Written vacation requests for the March break must be received by the supervisor no later than February 1st and for Christmas break no later than November 15th. Vacations for these two special breaks will be granted by seniority.

An employee may cancel her/his vacation provided she/he notifies the Employer no later than one (1) month prior to her/his scheduled vacation. A casual employee that has lost work because of a cancelled vacation will be placed on the top of the call-in list for the duration of the cancelled vacation period.

Vacations cannot be taken in blocks of less than one (1) full shift increments.

18.05 Vacation Pay

Vacation pay, less normal deductions, for the actual amount of vacation being taken, will be paid on the pay day immediately prior to commencement of vacation, if requested with fourteen (14) days' notice to the Employer.

18.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual consent or at the discretion of the Administrator or his designate if no agreement is reached. Such request will not be

unreasonably withheld. To qualify for sick leave, a written notice from the physician is required.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness or accident rendering him or her unable to perform his regular duties as an employee and not compensable under the Workplace Safety and Insurance Act.

19.02 Paid Sick Leave

Sick leave with full pay will be granted on the following basis:

- (a) Upon completion of the probationary period, one and one-half days per month commencing from the first day of continuous employment.
- (b) The unused portion of an employee's sick leave shall accrue for his future benefits.
- (c) When sick leave is claimed, proof of disabling sickness or accident will be furnished by a certificate from a duly qualified medical practitioner unless waived by the Employer. In the case of temporary illness not exceeding seven (7) days per year, the Employer may waive the required proof of illness. In the event that the Employer requests that an employee provide any medical certificate, the Employer shall pay up to a maximum of \$25.00 for each certificate to offset any fees levied for same.

- (d) If an employee is laid off, retires, resigns, or dies before retirement and has completed at least five (5) years of continuous service at the date of layoff, retirement, resignation or death, he or his beneficiary shall be entitled to fifty percent (50%) of accumulated sick leave on record to his credit as of such date to a maximum of six (6) months.
- (e) An employee who is discharged for just cause is not entitled to such severance pay allowance.

19.03 An employee who is granted a leave of absence does not accumulate sick leave or holidays for the period of the leave of absence.

19.04 Casual Employees Paid Sick Leave

A casual employee who has worked a minimum of one hundred and twenty (120) hours per calendar month will earn one (1) sick leave day up to a maximum of three (3) days per calendar year non-cumulative.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Bereavement Leave

An employee who notifies the Supervisor as soon as possible after the death of a member of his/her family shall be granted up to three (3) consecutive days' bereavement leave. Family shall be comprised of father, mother, sister, brother, son, daughter, husband, wife, common-law spouse, father-in-law,, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent and grandchild. If the funeral falls on a working day for the death of an aunt or uncle, an employee shall be granted that day with pay.

When such a funeral is held in an area necessitating traveling time, an additional two (2) days' leave may be granted. If any leave is granted, for whatever reason, in addition to the three days' bereavement leave, such additional leave is to be deducted from any accumulated sick leave credits of the employee.

Casual employees scheduled to work will receive the same bereavement leave as noted above. Unscheduled casual employees will be granted an unpaid leave.

20.02 Compassionate Leave

An employee may be granted leave of absence in the case of a serious illness in the immediate family on the approval of the Administrator or designate. Such leave may be deducted from any

accumulated sick leave credits up to a maximum of five (5) days. (Immediate family shall be in accordance with Article 20 - Item 20.01).

20.03 Parental Leave (Maternity/Paternity/Adoption Leave)

(a) Maternity Leave

Upon written request to the Administrator prior to anticipated pregnancy leave, a maternity leave of absence without pay will be granted for pregnancy in accordance with the Employment Standards Act, to a maximum of seventeen (17) weeks. The employee shall be eligible to receive fifteen (15) weeks' paid maternity benefits in accordance with the Employment Insurance Act. Benefits will be paid for one month commencing with the leave. Seniority will accumulate for the duration of the pregnancy leave with a maximum of seventeen (17) weeks' granted leave. The employee returning to work after maternity leave shall provide the Employer with at least two (2) weeks' written notice of

anticipated date of employee's return to work and at least four (4) weeks' written notice in the event the employee alters the anticipated date of return to work after the original return to work date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.

(b) Maternity-Parental Leave

Upon written request to the Administrator an additional unpaid parental leave of absence shall be granted in accordance with the Employment Standards Act. The employee shall be granted up to eighteen (18) weeks' leave to be taken immediately after maternity leave is exhausted, with the understanding that said employee shall be eligible to receive up to ten (10) weeks' payable benefits under the Employment Insurance Act. Seniority will accumulate for the duration of additional parental leave. The employee returning to work after parental leave shall provide the Employer with at least two (2) weeks' written notice of anticipated date of employee's return to work and at least four (4) weeks' written notice in the event the employee alters the anticipated date of return to work after the original return to work date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.

(c) Additional Unpaid Leave

Upon written request to the Administrator an additional unpaid leave of absence shall be granted up to seventeen (17) weeks, leave to be taken immediately after parental leave is exhausted. The employee requesting additional unpaid leave shall provide the employer with at least four (4) weeks' written notice.

(d) Paternal-Parental Leave

Upon written request to the Administrator the father of a newborn child shall be granted an unpaid leave of absence of up to eighteen (18) weeks' duration in accordance with the Employment Standards Act. The employee shall be eligible to receive up to ten (10) weeks' paid parental benefits in accordance with the Employment Insurance Act. Benefits will be paid for one (1) month commencing with the leave. Seniority will accumulate for the duration of parental leave. The employee returning to work after paternal-parental leave shall provide the Employer with at least two (2) weeks' written notice of anticipated date of employees return to work and at least four (4) weeks' written notice in the event the employee alters the anticipated date of return to work after the original return to work date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.

(e) Shared Parental Leave

In the event the parents of a newborn child are both employees of the Employer, a parental leave of a maximum of eighteen (18) weeks' duration shall be shared between the parents without loss of benefits, nor seniority, upon written request to the Administrator and in accordance with the Employment Standards Act. Employees shall be eligible to receive paid, shared parental benefits to a maximum of ten (10) weeks between the two parents, in accordance with the Employment Insurance Act. Employees returning to work after shared parental leave shall provide the Employer with at least two (2) weeks' written notice of anticipated date(s) of employees' return to work and at least four (4) weeks' written notice in the event the employee(s) alter the anticipated date of return to work after such date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.

(f) Parental Leave - Adoption

Upon written request by either parent to the Administrator an adoption leave without pay will be granted for adoption of a child to a maximum of eighteen (18) weeks' duration in accordance with the Employment Standards Act. The employee shall be eligible to receive payable benefits of up to ten (10) weeks' duration for parental leave for adoption purposes in accordance with the Employment Insurance Act. Parental leave for adoption purposes does not apply to the child of one of the adoptive parents. Benefits will be paid for one month commencing with leave. Seniority will accumulate for the duration of the parental leave. The employee returning to work after parental leave for adoption purposes shall provide the Employer with at least two (2) weeks' written notice of anticipated return to work and at least four (4) weeks' written notice in the event the employee alters the anticipated date of return to work after the original

return to work date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.

20.04 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when he requests such leave for good and sufficient cause. Such request shall be in writing and may be approved by the Employer. Such request shall not be unreasonably withheld. Seniority will not accumulate while on a leave of absence without pay.

20.05 Jury or Court Witness Duty

An employee who is summoned to serve as a juror, or as a witness on behalf of the Home, or concerning the Home, s/he shall be paid his/her regular rate of pay for the time he/she is required to be in court, provided the employee presents to the Employer the subpoena which required his presence in court and pays over to the Employer the amount received by him/her as a juror or witness but shall exclude meal allowances and traveling expenses.

20.06 Leave of Absence for Full-time Union or Public Duties

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence up to six (6) weeks' duration, with loss of salary but without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.

An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his term of office.

An employee who is elected or selected for a full-time position with the union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request, during his term of office.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Wage Schedule

The Employer agrees that the Wage Schedule attached hereto shall form part of this Agreement.

All employees covered by this Agreement shall be paid by the hourly rate.

21.02 Relief Employees

Casual employees shall be paid ninety percent (90%) of the Union scale until completion of the probationary period.

Upon successful completion of the probationary period, such employees shall receive the ten percent (10%) difference for the probationary period in the form of a rebate.

21.03 Pay on Temporary Transfers - Full-Time, Permanent Part-Time, and Casual Employees

When an employee is temporarily requested to perform the principal duties of a higher paying position he shall receive the higher rates of pay commensurating with the duties required.

When an employee is assigned to a position paying a lower rate, his rate shall not be reduced.

One Registered Nursing Assistant (RNA) and Registered Practical Nurse (RPN) working in each wing shall receive a premium of seventy cents (\$0.70) per hour when assigned to work the night shift and when working with one Registered Nurse. This payment shall be in recognition of the increased volume of patient care and extra duties performed therein which are consistent with the duties set out in the Registered Nursing Assistants' and Registered Practical Nurses' job descriptions.

21.04 Educational Reimbursement

If required by the Employer, an employee who successfully completes an education program that is beneficial to the Employer, shall receive reimbursement from the Employer for tuition and course supplies.

ARTICLE 22 - UNIFORM AND CLOTHING ALLOWANCE

22.01 Allowance for Clothing

The Employer shall provide an annual clothing allowance of one hundred and fifty dollars (\$150.00).

Such clothing allowance shall be issued in the last pay period of December of each year.

Regular part-time employees shall receive a pro-rated amount, calculated from their hours of work and casual employees will also be pro-rated but only after 1040 hours of work in each year.

Dress code shall be according to Employer's written policies.

ARTICLE 23 - EMPLOYEE BENEFITS23.01 Pension Plan

Every new employee shall join the Ontario Municipal Employees' Retirement System (OMERS).

23.02 Health and Welfare Benefits

- a) The Employer will contribute for regular full-time employees to the Ontario Health Insurance Plan, an amount equal to one hundred percent (100%) of the premium for semi-private coverage applicable to the employee.
- b) The Employer will contribute for regular full-time employees to the Green Shield Benefit Plan with ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible (or its equivalent) an amount equal to seventy-five (75%) of the premium applicable to the employee until December 31, 1987 and effective January 1, 1988 the Employer will contribute one hundred percent (100%) of the premium applicable to the employee.
- c) The Employer will contribute for regular full-time employees to the Green Shield Dental Plan - current O.D.A. schedule - (or its equivalent) an amount equal to one hundred percent (100%) of the premium applicable to the employee.
- d) The Employer shall not change carriers for the above coverage without prior notice and discussion with the Union.
- e) If an employee is in receipt of Workplace Safety and Insurance Act benefits, Management will cover benefit premiums for a period of twelve (12) months effective January 1, 1990.
- f) If an employee is on a leave of absence the Employer will cover benefit premiums for the first thirty (30) days. The benefits will be continued by the Employer if the employee agrees to reimburse.
- g) The employer shall provide for a vision care plan to a maximum of one hundred and twenty dollars (\$120.00) per twenty-four month period for every member of the employee's immediate family.

23.03 Group Insurance Plan

The Employer will contribute for regular full-time employees to the Group Insurance Plan, the amount equal to one hundred percent (100%) of the premium, subject to the terms and conditions of the Plan.

23.04 Employment Insurance

All employees covered in this Agreement shall be enrolled under the Employment Insurance Act as insurable employees.

ARTICLE 24 - JOB SECURITY

24.01 Restriction on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company or non-unit employee.

In situations of Minor or Major Capital renovations to the Home or situations requiring services for which existing staff are not qualified to perform, no such employee will be laid off or have his employment terminated by reason of such subcontracting or contracting out.

24.02 Health and Safety Act

The Union and Employer agree to abide by provisions of the Occupational Health and Safety Act.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Descriptions

The job descriptions shall be the criterion of qualifications. The job description is as contained in the job description manual approved by the Board.

Such existing job description shall not be altered, modified or revised without prior consultation with the local union. If following such consultations, the employer alters, modifies or revises a job description without the agreement of the local union, the matter will be subject to an expedited arbitration process.

The expedited arbitration process will provide for the dispute to be decided by a mutually agreed upon third party acting as an arbitrator, capable of conducting a hearing in Fort Frances

without charging traveling costs to the parties. The dispute must be disposed of within 30 days of the employer's revision, alteration or modification of the job description. The parties will file written briefs of less than ten pages with the arbitrator in advance of the hearing. At the hearing, the parties will not be represented by counsel and no oral evidence will be heard. Each party will be permitted one hour to address the material contained in the written briefs filed with the arbitrator. The arbitrator will provide the parties with a decision with brief reasons within forty-eight hours of the hearing.

25.02 Changes in Classification

When the duties or volume of work in any classification are increased or when any position not covered by Appendix "A" is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay for the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Duration

This Agreement shall be in effect from January 1st, 1998 to December 31st, 2001 and shall continue automatically from year to year thereafter unless either party notifies the other party within the period of ninety (90) days prior to the termination date, that it desires to amend or terminate this Agreement.

26.02 Retroactivity

The wage shall be retroactive to January 1, 1998.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

SIGNED THIS day of , 2002.

THE BOARD OF MANAGEMENT

CANADIAN UNION OF PUBLIC

FOR THE RAINY RIVER
DISTRICT HOME FOR THE
AGED ("RAINYCREST")

EMPLOYEES AND ITS
LOCAL 65

SCHEDULE "A" – HOURLY WAGE SCHEDULE AND JOB CLASSIFICATIONS

DEPARTMENT

	Jan. 1, 98	July 1, 98	July 1, 99	July 1, 00	July 1, 01
		0.50%	2.00%	2.50%	4.00%
<u>Nursing</u>					
R.P.N.	16.95	17.03	17.38	17.81	18.52
Health Care Attendant	14.86	14.93	15.23	15.61	16.24
<u>Maintenance/Housekeeping</u>					
Maintenance I	15.26	15.34	15.64	16.03	16.68
Cleaners	13.99	14.06	14.34	14.70	15.29

Food Services

Cooks	14.86	14.93	15.23	15.61	16.24
Food Service Aides	13.99	14.06	14.34	14.70	15.29

Social Services

Adjuvant	16.65	16.73	17.07	17.49	18.19
Activity Assistants	13.83	13.90	14.18	14.53	15.11
Hairdresser	14.86	14.93	15.23	15.61	16.24

Administration

Clerk Receptionist	13.99	14.06	14.34	14.70	15.29
Handi Van Driver	15.74	15.82	16.14	16.54	17.20

LETTER OF UNDERSTANDING

BETWEEN:

RAINYCREST DISTRICT HOME FOR THE AGED
(THE BOARD OF MANAGEMENT FOR THE RAINY RIVER DISTRICT
HOME FOR THE AGED, FORT FRANCES, ONTARIO)

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65

RE: MODIFIED WORK ASSIGNMENT

The parties agree to meet within two months of ratification to discuss a policy as well as procedures to be implemented regarding modified and transitional work programs, upon consultation with the Workplace Safety and Insurance Board and consistent with the Workplace Safety and Insurance Act.

SIGNED THIS DAY OF 2002.

THE BOARD OF MANAGEMENT FOR THE RAINY RIVER DISTRICT HOME FOR THE AGED, FORT FRANCES, ONTARIO (c.o.b. "Rainycrest Home for The Aged")

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65

LETTER OF UNDERSTANDING

BETWEEN:

RAINYCREST DISTRICT HOME FOR THE AGED
(THE BOARD OF MANAGEMENT FOR THE RAINY RIVER DISTRICT HOME FOR THE AGED, FORT FRANCES, ONTARIO)
(hereinafter called the "Employer")

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65
(hereinafter called the "Union")

RE: EXTENDED HOURS

The parties agree that the provisions of the Collective Agreement shall apply to those Clerks Receptionists and Registered Practical Nurses (RPNs) working extended hours, except as amended or modified by this letter, which shall be attached to and form part of the Collective Agreement.

(a) Objective

To establish extended hours for the Clerk Receptionists and Registered Practical Nurses.

(b) Introduction and Discontinuation of Extended Hours

(i) Extended hours shall be introduced into the unit when:

- (i) seventy-five percent (75%) of the members of that unit so indicate by secret ballot; and
- (ii) the Employer agrees to implement extended hours, such agreement shall not be withheld in an unreasonable or arbitrary manner; and
- (iii) a mutually agreed upon schedule has been developed.

(2) Extended hours may be discontinued in any unit when:

- (i) fifty percent (50%) of the staff in the unit so indicate by secret ballot; or
- (ii) the Employer, because of:
 - (1) adverse affects on Residents care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) a wish to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended hours.

(3) When notice of discontinuation is given by either party in accordance with paragraph (2) above,:

- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (ii) where it is determined that extended hours will be discontinued, affected staff shall be given forty-five (45) days notice before the schedules are amended. The shift schedule that is returned to shall be the one in place immediately prior to the implementation of the extended hours or an amended schedule agreed to by the parties.

(c) Trial Period

The parties agree that a trial period for extended hours will be no longer than six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by administration, Clerk Receptionists, and Registered Practical Nurses. Extended hours will be continued if fifty percent (50%) of the staff affected so indicate by secret ballot cast at the end of the trial period, and upon agreement of the Employer; such agreement shall not be withheld in an unreasonable or arbitrary manner.

(d) Participation

All full-time and part-time staff falling within two (2) classifications identified, Clerk Receptionist and Registered Practical Nurse, will, as a condition of employment, be required to work extended hours on a rotating basis in accordance with the unit's posted schedule.

(e) Hours of Work

(1) Normal hours on extended hours will be:

- (i) Clerk Receptionists – 0800 to 2000
- (ii) Registered Practical Nurses – 0720 to 1920, and
1920 to 0720

Should an eight (8) hour shift be required for the RPNs, the normal hours will be:

0720 – 1520; or
1520 – 2320; or
2320 – 0720.

(2) Hours of work will be averaged over a six (6) week schedule. The normal daily shift shall be twelve (12) consecutive hours in any twenty-four (24) hour period, inclusive of two (2) thirty (30) minute paid meal breaks.

Staff members shall be entitled to rest periods during the shift of a total of thirty (30) minutes.

(3) If a staff member works in excess of twelve (12) hours in a shift or in excess of forty (40) hours per week averaged over the six (6) week schedule, she/he shall receive overtime in accordance with Article 16.02.

(f) Meal and Rest Periods

Normally the meal and rest periods will be scheduled as follows:

- (1) two (2) fifteen (15) minute paid rest periods; and
- (2) two (2) thirty (30) minute paid meal periods.

(g) Scheduling

The following regulations shall govern the scheduling of work for the classifications working the extended hours:

- (1) Staff will not be required to work more than three (3) consecutive twelve (12) hour shifts; if a staff member works on four (4) or more consecutive twelve (12) hour shifts (or four (4) or more consecutive extended and regular shifts combined), she shall receive one and one-half (1½) times her straight time hourly rate for all regular hours worked until a day off is provided.
- (2) The Employer will endeavour to provide that a full-time RPN who normally rotates shall be scheduled to work at least fifty percent (50%) of her/his work shifts on the day shift, averaged over the master rotation.
- (3) All other scheduling regulations which apply to these classifications, as contained in the Collective Agreement.
- (4) The schedules of work will be reviewed semi annually and may be altered with the agreement of both parties at the time of the review.

(h) Lieu days for paid holidays will be eight (8) hours.

(i) Vacation credits shall be converted to hours on the basis of one (1) day equalling eight (8) hours. For purposes of part-time staff within these classifications, vacation credits shall be accumulated on a pro-rated basis.

(j) Shift Premium

- (1) Clerk Receptionist – as shift premium of fifty (50¢) cents per hour shall be paid for any hours worked between 15:20 and 20:00 hours.
- (2) Registered Practical Nurse – a shift premium shall be paid in the following manner:

07:20 – 15:20	no shift premium
15:20 – 23:20	fifty (50¢) cents per hour
23:20 – 07:20	fifty-five (55¢) cents per hour

k) Statutory Holiday

For the purpose of determining pay for working on a statutory holiday, all hours worked between 23:20 hours the day preceding the statutory holiday and 23:20 hours the day of the statutory holiday shall be paid for at a premium rate as per clause 17.02.

AND ITS LOCAL 65
(hereinafter called the "Union")

RE: EXTENDED HOURS

The parties agree that the provisions of the Collective Agreement shall apply to those Maintenance Personnel working extended hours, except as amended or modified by this letter, which shall be attached to and form part of the Collective Agreement.

(a) Objective

To establish extended hours for the Maintenance Personnel.

(b) Introduction and Discontinuation of Extended Hours

(i) Extended hours shall be introduced into the unit when:

- (i) seventy-five percent (75%) of the members of that unit so indicate by secret ballot; and
- (ii) the Employer agrees to implement extended hours, such agreement shall not be withheld in an unreasonable or arbitrary manner; and
- (iii) a mutually agreed upon schedule has been developed.

(2) Extended hours may be discontinued in any unit when:

- (i) fifty percent (50%) of the staff in the unit so indicate by secret ballot; or
- (ii) the Employer, because of:
 - (1) adverse affects on Residents care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) a wish to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended hours.

(3) When notice of discontinuation is given by either party in accordance with paragraph (2) above,:

- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (ii) where it is determined that extended hours will be discontinued, affected staff shall be given forty-five (45) days notice before the schedules are amended. The shift schedule that is returned to shall be the one in place immediately prior to the implementation of the extended hours or an amended schedule agreed to by the parties.

(c) Trial Period

The parties agree that a trial period for extended hours will be no longer than six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by administration and Maintenance Personnel. Extended hours will be continued if fifty percent (50%) of the staff affected so indicate by secret ballot cast at the end of the trial period, and upon agreement of the Employer; such agreement shall not be withheld in an unreasonable or arbitrary manner.

(d) Participation

All full-time Maintenance Personnel will, as a condition of employment be required to work extended hours on a rotating basis in accordance with the unit's posted schedule.

(e) Hours of Work

(1) Normal hours on extended hours will be:

(i) Maintenance Personnel – 0700 to 1900, and 1900 to 0700

(2) Hours of work will be averaged over an eight (8) week schedule. The normal daily shift shall be twelve (12) consecutive hours in any twenty-four (24) hour period, inclusive of two (2) thirty (30) minute paid meal breaks.

Staff members shall be entitled to rest periods during the shift of a total of thirty (30) minutes.

(3) If a staff member works in excess of twelve (12) hours in a shift or in excess of forty (40) hours per week averaged over the eight (8) week schedule, she/he shall receive overtime in accordance with Article 16.02.

(f) Meal and Rest Periods

Normally the meal and rest periods will be scheduled as follows:

- (1) two (2) fifteen (15) minute paid rest periods; and
- (2) two (2) thirty (30) minute paid meal periods.

(g) Scheduling

The following regulations shall govern the scheduling of work for the classifications working the

extended hours:

- (1) Staff will not be required to work more than four (4) consecutive twelve (12) hour shifts; if a staff member works on five (5) or more consecutive twelve (12) hour shifts, she/he shall receive one and one-half (1½) times her/his straight time hourly rate for all regular hours worked until a day off is provided.
- (2) All other scheduling regulations which apply to these classifications, as contained in the Collective Agreement.
- (3) The schedules of work will be reviewed semi annually and may be altered with the agreement of both parties at the time of the review.

(h) Lieu days for paid holidays will be eight (8) hours.

(i) Vacation credits shall be converted to hours on the basis of one (1) day equalling eight (8) hours. For purposes of part-time staff within these classifications, vacation credits shall be accumulated on a pro-rated basis.

(j) Shift Premium

(1) Maintenance Personnel – a shift premium shall be paid in the following manner:

07:00 – 15:00	no shift premium
15:00 – 23:00	fifty (50¢) cents per hour
23:00 – 07:00	fifty -five (55¢) cents per hour

(k) Statutory Holiday

For the purpose of determining pay for working on a statutory holiday, all hours worked between 23:00 hours the day preceding the statutory holiday and 23:00 hours the day of the statutory holiday shall be paid for at a premium rate as per clause 17.02.

(l) Casual Employees

(1) Casual employees required to work more than four (4) consecutive twelve (12) hour shifts shall receive payment at one and one-half (1½) times their straight time hourly rate for all regular hours worked until a day off is provided.

(2) A casual refusing to work any shift after four (4) consecutive twelve (12) hour shifts shall

not be recorded as having refused to work.

- (3) For the purpose of Clause 19.04 a casual employee who has worked a minimum of one hundred and twenty (120) hours per calendar month will earn one (1) sick leave day up to a maximum of three (3) days per calendar year non-cumulative.

DATED AT Fort Frances, Ontario this day of , 2002.

FOR THE EMPLOYER

FOR THE UNION
