

COLLECTIVE AGREEMENT

between

HERITAGE MANOR

(hereinafter called the Employer)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3451

(hereinafter called the Union)

Effective: September 1, 2012

Expires: August 31, 2016

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to encourage efficient, high quality service to the Employer's clients, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement and further to provide procedures for the prompt and equitable disposition of grievances. It is recognized by this agreement that the Employer and its employees will cooperate fully, individually and collectively for the said aforementioned objectives.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Employer:
1. To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees.
 2. To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, discharge employees, to assign employees to shifts, to increase and decrease working forces, to schedule overtime, to schedule vacations, to approve leaves of absence, and to tend to the replacement of staff.
 3. Generally, to manage and operate the business in all respects and, without restricting the generality of the foregoing, to determine the number of staff required, the services to be rendered, the method, the work procedures, the kinds and location of equipment to be used; select, control and direct the use of all material required in the operation of the business; to schedule the work and services to be provided and performed; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well being of the business, the clients and the public.
 4. **In the event of any legislation now in force or hereafter enacted invalidating the application of any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect.**

It is recognized and agreed that the Parties will cooperate fully in the implementation of work practices and resident care standards required by the Regulatory authorities responsible for the operation of the Home.

- 2.02 To determine and exercise all the functions and prerogatives which shall remain solely with the Employer except those specifically limited by the express provisions of this agreement. The rights reserved to management herein are subject to the other provisions of this agreement, that shall be exercised in the manner which is consistent with the terms of this agreement.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3451 as sole and exclusive bargaining agent for all employees of Heritage Manor Retirement Home in the City of Cornwall, save and except supervisors, persons above the rank of supervisor, administrator, office and clerical staff, and students employed during the school vacation period.

3.02 Definitions

(a) Full-Time Employees

A full-time employee regularly works forty (40) hours per week

(b) Part-Time Employees

A part-time employee works twenty-four (24) hours per week, pre-scheduled.

(c) Casual Employees

A casual employee is a part-time employee who regularly works not more than twenty-four (24) hours per week when called upon and not pre-scheduled.

3.03 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 conformance with the Employer's past practice and policy, and if it is for the purpose of instruction, experimenting or in emergencies and provided that the act of performing the aforementioned does not in itself reduce the hours of work and/or pay of any employee within the bargaining unit.

3.04 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.

ARTICLE 4 - DISCRIMINATION

4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraints or coercion exercised or practised by either of them, or by any of their representatives or members towards any employee within the bargaining unit.

4.02 The Employer and the Union agree that they shall be bound by the Ontario Human Rights Code, 1980.

4.03 The Union and the employees further agree that they will not engage in Union activities during working hours, except as specifically permitted by this agreement or in writing by the Employer.

ARTICLE 5 – UNION MEMBERSHIP REQUIRED

5.01 Employees to be Members

Any employee covered by this agreement, who was in the employ of the Employer prior to the Canadian Union of Public Employees being certified as the collective bargaining agent for the employees referred to in Article 3.01 hereof shall become a member of the Union.

5.02 New Employees

All new employees, who are eligible for membership shall at the commencement of the probationary period become and remain members in good standing of the Union as a condition of continued employment.

ARTICLE 6 – CHECK OFF of UNION DUES

6.01 Check Off Payments

The Employer shall deduct from the pay of every member of the bargaining unit, including probationary employees, monthly dues, initiations, or assessments as designated by the Union.

6.02 Deductions

Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of names of the employees from whose wages the deductions have been made, together with any notified change of address for any such employees, as well as the total earnings for the period.

6.03 Dues Receipts

At the same time that the income tax (T-4) slips are made available, the Employer shall type on the amount of the Union dues paid by each Union member in the previous year.

6.04 Indemnification

The Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article.

ARTICLE 7 – ACQUAINTING NEW EMPLOYEES

7.01 New Employees

All employees will have the opportunity to meet with the representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation process.

7.02 **Orientation**

The Employer shall provide three (3) days' orientation for all new employees, where required, and shall provide orientation period for a new position/posting within the bargaining unit. The length of time for such positions/postings shall be agreed upon by the Employer and the Union.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Administrator, or her designate, of the Employer and the Secretary of the Union except correspondence arising under Article 10 Grievance Procedure, which correspondence shall pass to and from the Administrator or her designate and the Chief Steward or her designate.

ARTICLE 9 – UNION REPRESENTATION**9.01** **Bargaining Committee**

A Union bargaining committee shall be appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union nominees to the committee at least fifteen (15) days prior to the first meeting between the Union bargaining committee and the Employer. All matters of mutual concern pertaining to the operation of the business shall be referred to the bargaining committee for discussion and settlement. In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.02 **Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. The Union will supply the Employer with the names of the officers who hold the proper authorization to bind the Union. Similarly, the Employer will, if requested, supply the Union with a list of its personnel with whom the Union may be required to transact business.

9.03 **A Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance and shall do so in the company of a representative of the Employer.

9.04 **Time Off for Meetings**

It is agreed that two (2) members of the Union Bargaining Committee who are in the employ of the Employer shall have the right to attend direct negotiating meetings held with representatives of the Employer. The two (2) members of the Bargaining Committee in the employ of the Employer shall suffer no loss of pay while attending negotiating meetings with the Employer. In no event shall such attendance result in overtime pay.

9.05 Labour-Management Committee

A Labour-Management Committee shall be established consisting of not more than three (3) representatives of the Union and not more than three (3) representatives of the Employer and as required, other employees, as mutually agreed. Meetings shall be held as may be mutually agreed upon and scheduled at least once every three (3) months for the purpose of discussing matters of mutual concern and interest, provided there is business for their joint consideration. The notice of the meeting shall contain an agenda of the matters proposed for discussion. Employees on the Labour/Management Committee shall be paid for all hours spent in Committee meetings at straight time.

ARTICLE 10 – GRIEVANCE PROCEDURE**10.01 Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances the Employer acknowledges the Union's right to elect three (3) stewards, who must be employees of the Employer during their term of office and one of them shall be designated as Chief Steward. No more than two (2) stewards shall be elected from within any one department unless such additional steward is the Chief Steward. The stewards' duties shall be to assist any employee in preparing and in presenting a grievance in accordance with the grievance procedure.

10.02 Names of Stewards

The Union shall notify the Employer in writing with the name of each steward.

10.03 Permission to Leave Work

The Union recognizes that each steward is employed to perform work for the Employer and therefore no steward will leave her work during working hours to perform her Union duties under this agreement without first obtaining the permission of her supervisor. While recognizing that operational requirements, and health and safety of staff and clients shall be considered, permission shall not be withheld unjustly.

10.04 Procedure

An honest effort shall be made to settle the grievance fairly and promptly in the following manner:

Step 1:

If an employee has a complaint, she shall discuss it with her immediate supervisor within five (5) calendar days after being made aware or ought reasonably to have been made aware of the circumstances giving rise to the complaint and she shall be accompanied by her steward if she so desires. If a settlement is not arrived at it may be taken up as a grievance within seven (7) calendar days following the immediate supervisor's decision.

Step 2: The employee, with her steward, may present the alleged grievance in writing to her immediate supervisor or her designate. A meeting will be held within seven (7) calendar days between the supervisor or her designate and the employee and her steward. Failing a settlement, the supervisor or her designate shall deliver a decision in writing within seven (7) calendar days.

Step 3: Failing a settlement under Step 2, the employee together with the steward may present the alleged grievance in writing to the Administrator or her designate with a copy to the Employer. A meeting will be held within seven (7) calendar days between the Administrator or her designate, the employee and her steward. Failing a settlement, the Administrator or her designate shall deliver a decision in writing within seven (7) calendar days.

Step 4: Failing a settlement under Step 3 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration within thirty (30) calendar days after the decision of the Administrator or her designate.

10.05 **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. A policy grievance must be presented to the Employer by the grievors in writing and within twenty (20) calendar days of the incident being grieved.

10.06 **Facilities for Grievances**

The Employer shall supply the necessary meeting room facilities for the grievance meetings.

10.07 **Supplementary Agreements**

Supplementary agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

ARTICLE 11 - ARBITRATION

11.01 **Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson. The parties may, by mutual agreement, appoint a single Arbitrator or either party may invoke single arbitrator procedures as provided by legislation.

- 11.02** **Failure to Appoint**
If the recipient of the notice fails to appoint a nominee, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 11.03** **Board Procedure**
The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation.
- 11.04** **Decision of the Board**
The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.
- 11.05** **Disagreement on Decision**
Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within thirty (30) days.
- 11.06** **Expenses of the Board**
Each party shall pay:
- (a) The fees and expenses of the nominee it appoints;
 - (b) One-half (1/2) of the fees and expenses of the Chairperson.
- 11.07** **Amending of Time Limits**
The time limits fixed in both the grievance and arbitration procedures may be extended by mutual agreement among the Union, the employee and the Employer.
- 11.08** **Composition of Board of Arbitration**
No person shall be appointed as an Arbitrator who has been involved in an attempt to settle the grievance, nor who has within a period of six (6) months preceding the date of his employment been an employee or a member of the Employer board.

ARTICLE 12 – DISCHARGE, SUSPENSION and DISCIPLINE**12.01 Probationary Employees**

It is agreed that the release or discharge of a probationary employee may be carried out at the discretion of the Employer at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination as noted in Article 4 as the basis for termination. The probationary employee shall be entitled to all other rights and benefits of this Agreement.

12.02 When an employee is discharged or suspended, she shall be given the reason in the presence of her Steward. Such employee and the Union shall be advised in writing by the Employer within three (3) working days of the reason for such discharge or suspension.

12.03 The claim of an employee who has successfully completed the probationary period that she has been discharged or suspended without just cause shall be treated as a grievance which can be submitted directly to the Administrator or her designate at Step 2 of the Grievance Procedure within ten (10) calendar days after the discharge or suspension is effected.

12.04 Personnel Records

An employee shall have the right to have access to and review her personnel records in the presence of designated personnel staff and to receive copies of any documents on her file if she has not already received copies and shall have the right to respond in writing to any document contained therein. Such reply shall become a part of the record.

12.05 Adverse Report

The record of discipline of an employee shall not be used against the employee at any time after twelve (12) months, unless there is recurrence of incidents requiring disciplinary action.

12.06 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

12.07 Disciplinary Procedure

The Employer and the Union agree that the purpose of disciplinary action is to assist employees in correcting misconduct or unsatisfactory work performance. It is further agreed that continued misconduct and/or work performance issues shall be dealt with in a progressive manner. Accordingly, the Employer and the Union agree that normally the steps of progressive discipline are as follows:

- (a) Oral Warning
- (b) Written Warning
- (c) Suspension
- (d) Discharge

It is expressly acknowledged that in certain circumstances and given the nature of the employee's misconduct/work performance, a repetition of any of the steps of the progressive disciplinary procedure may be warranted or may justify a bypassing of any or all of the steps in the progressive disciplinary procedure and may lead to immediate termination.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of continuous service in either the full-time or part-time bargaining unit, which shall include service with the Employer prior to union certification.

- 13.02**
- (a) Part-time employees shall have their seniority calculated on the basis of hours worked as of date of hire, with 1750 hours equalling one (1) year of seniority.
 - (b) Part-time employees transferring to full-time status shall be given seniority credit for all hours worked on the basis of 1750 hours equalling one (1) year.

13.03 Seniority Lists

The Employer shall maintain one (1) seniority list for all employees showing the last date of hire and the corresponding years of service for full-time employees and the hours worked for part-time employees. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in February and October of each year.

13.04 Loss of Seniority

An employee shall lose her seniority and will be deemed to have quit her employment with the Employer for any of the following reasons:

- a) She is discharged for just cause and is not reinstated;
- b) She resigns;
- c) She is absent from work without permission in excess of three (3) continuous working days;
- d) After a layoff, she fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or other just cause verified to the satisfaction of the Executive Director or her designate;
- e) She is laid off for a period longer than two (2) years;

- f) Fails to return to work upon the termination of authorized leave of absence, except where the failure to request permission to extend is because of proven inability to contact the Employer.

13.05 Probation for Newly Hired Employees

Newly hired employees shall be on a probationary period for a period of 455 hours from the date of hire. After the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement among the Employer, the employee and the Union.

13.06 Current Address

The current address shall be the responsibility of the employee to keep the Employer informed of her current address and telephone number. Where required herein the Employer shall address all correspondence to the address provided by the employee.

ARTICLE 14 – PROMOTIONS and STAFF CHANGES

14.01 Job Postings

- a) For each bargaining unit position to be staffed or when a new bargaining unit position is created, the Employer shall notify the Union, in writing, then post notice of the position on a bulletin board in each department for a minimum of one (1) week, so that all members will know about the vacancy or new position. Posting shall take place no later than seven (7) days after the decision to fill the vacancy is taken. An employee who wishes to be considered for the position so posted shall signify her desire by submitting her application in writing to the Department Head within two (2) calendar days of the conclusion of the posting.
- b) Temporary vacancies of thirty (30) days or less need not be posted.

14.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge or/and education, shift, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

14.03 Role of Seniority

When making promotions and filling vacancies, the Employer's decision shall be based on the following factors:

- a) Skill, competence and efficiency for the particular position;
- b) Seniority.

ARTICLE 15 – LAY OFFS and RECALLS

- 15.01
- (a) In the event of a proposed lay-off of a permanent or long-term nature of thirteen (13) weeks or more, the Employer will provide the Union with at least eight (8) weeks' notice. This notice is not in addition to required notice for individual employees.
 - (b) In the event of a lay-off of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act*.
 - (c) In the event of a proposed lay-off of a short term nature of thirteen (13) weeks or less, the Employer will provide the Union and the full-time employees with at least two (2) weeks notice and at least one (1) week's notice to part-time employees. This notice is not in addition to required notice for individual employees.

15.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

NOTE:

An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponds to that of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can

perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

15.03

Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner or unfair manner.
- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) An employee who has been displaced into a different classification shall have the privilege of returning to the position she held prior to the displacement should it become vacant within six (6) months of being displaced if there is not a qualified employee on lay-off to be recalled.
- (d) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by priority post, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (f) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) days of work. An

employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

- (g) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

NOTE:

For purposes of lay-off and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, one (1) year full-time seniority equals 1750 hours part-time seniority.

15.04 Grievances

Grievances concerning lay-offs due to the reduction in the working force shall be initiated at Step 2 of the grievance procedure.

ARTICLE 16 – HOURS OF WORK

16.01 (a) Hours of Work

The normal work week shall be no more than forty (40) hours. The normal work day, Monday to Friday, shall be no more than eight (8) hours inclusive of a thirty (30) minute paid meal break. The normal work day on weekends shall be no more than twelve (12) hours inclusive of two thirty (30) minute meal breaks. Nothing in this Collective Agreement shall be construed as guaranteeing a minimum or maximum hours of work.

(b) Shift Premium

Effective September 1, 2010: a shift premium of forty cents (40¢) per hour shall be paid to all employees working between the hours of 3 pm and 7 am.

Effective September 1, 2011: a shift premium of fifty cents (50¢) per hour shall be paid to all employees working between the hours of 3 pm and 7 am.

(c) Weekend Premium

Effective September 1, 2014, employees shall be paid a Weekend Premium of an additional \$0.10 per hour for all hours worked between Friday at 23:00 pm and Sunday at 23:00 pm. This premium shall be in addition to the regular Shift Premium.

16.02

Time Schedule

- a) A full week time schedule for all employees shall be posted on the bulletin board at least four (4) weeks in advance of the commencement of the schedule.
- b) Time Schedules shall allow at least every second weekend off for all employees.
- c) The Employer shall be permitted to change the time schedule provided they obtain the consent of the employee.
- d) There shall be a minimum of sixteen (16) hours off between the change of shifts except for weekends which shall be twelve (12) hours and shall exclude short notice call-ins.

Failure to provide the appropriate time off between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1-1/2) the employee's straight time hourly rate for only those hours which reduce the sixteen (16) hour period.

Where the sixteen (16) hour period is reduced as a result of an approved change of shift(s), such premium shall not apply.

16.03

Paid Rest or Relief Period

All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first (1st) and second (2nd) half of a shift, at a time scheduled by the Employer.

16.04

(a) Call in Procedure

The Employer agrees to maintain a call-in list for all employees on a departmental seniority basis. Whenever an employee is called in to replace an employee on sick leave, vacation, etc., the employee with the most seniority shall be called first on a rotational basis per pay period.

- (b) Employees shall not be called for departments they are not qualified or trained for.

ARTICLE 17 – OVERTIME

17.01

Payment of Overtime

Overtime shall be defined as hours worked beyond forty (40) hours per week, eight (8) hours per day and twelve (12) hours per day on weekends. Work performed in excess of these requirements will be compensated at the rate of time and one-half (1-1/2).

17.02 **Authorization**
All overtime must be authorized by a supervisor.

17.03 Overtime shall be on a voluntary basis, except that when there are no volunteers available, it is agreed that the Employer shall have the right to assign overtime work.

17.04 **Call-Back Pay Guarantee**
An employee who has completed her regular shift and has left the work place and who is called back to work, will be paid one and one-half (1-1/2) times her straight time hourly rate for all hours worked on a call-back with a minimum payment equivalent to four (4) hours pay at one and one-half (1-1/2) times the regular straight time hourly rate.

ARTICLE 18 - HOLIDAYS

18.01 **Paid Holidays**
New Year's Day Canada Day
Family Day Labour Day
Good Friday Thanksgiving Day
Victoria Day Christmas Day
Boxing Day

ARTICLE 19 - VACATIONS

19.01 (a) Effective, January 1, 1996, for the purposes of calculating vacation entitlement accrual for employees who are normally employed on a regular basis for less than thirty-seven and one-half (37-1/2) hours per week:

1 month shall be 150 hours; and
1 year shall be 1750 hours.

(b) Such employees shall receive vacation benefits for the vacation year as follows:

0 to less than 1800 hrs. paid:	4% of gross earnings for the vacation year
1800 to less than 9000 hrs. paid:	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
9000 to less than 21600 hrs. paid:	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
21600 hrs. paid or more:	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year

19.02 Employees who have not completed their probationary period will receive four percent (4%) of their gross earnings during the vacation year.

Employees who have completed their probationary period will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

Employees with one (1) year of service in the current year shall receive two (2) weeks (10 days) vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.

Employees with five (5) years of service in the current year shall receive three (3) weeks (15 days) vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.

Employees with twelve (12) years of service in the current year shall receive four (4) weeks (20 days) vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.

- 19.03** The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority within the department, but shall be finally determined by the Administrator having due concern for the proper operation of the Home.
- 19.04** Effective January 1, 1996, full-time employees will have their vacation pay accumulated and paid out when vacation is taken.
- 19.05** All vacation requests shall be submitted to the Supervisor by May 1st. The Supervisor shall post the approved vacation time by May 31st.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Union Leave

Leave of absence without pay and without loss of seniority may be granted upon request to the Employer, to a maximum of two (2) employees away at any one time elected or appointed to represent the Union at Union conventions or conferences. Leave of absence without pay may be granted to employees to attend executive and committee meetings of C.U.P.E. For administrative purposes, the Employer may continue to pay the employees' salary and benefits, and the Union shall then compensate the Employer for the salary and benefits paid during the leave period. Such leave may be granted if:

- a) The leave does not unduly interfere with the operational requirements of the Employer;
- b) The total combined leave of the bargaining unit, granted hereunder, shall not exceed fifteen (15) working days per year of the Agreement; and

- c) The Union shall give fourteen (14) calendar days notice of such leave to the Employer.

20.02 General Leave

An employee may apply, in writing, to the Administrator for general leave. Such leave may be granted with or without pay and without loss or accumulation of seniority. Written response will be given to the employee within ten (10) working days of such request. An employee may be reinstated after such absence to the same position or to one comparable in category and remuneration.

20.03 Grievance and Arbitration Pay Provision

Representatives of the Union who are in the employ of the Employer shall not suffer any loss of pay or benefits for time involved during the established procedures for settling grievances.

20.04 Bereavement Leave

In the event of the death of a member of an employee's family: spouse, same sex spouse, common-law spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, the Employer shall grant such employee, if scheduled, up to three (3) working days leave of absence with pay. One (1) day leave of absence with pay shall be granted for nieces/nephews, if scheduled.

20.05 Sick Leave Defined

Sick leave means the period of time an employee is absent from work, with or without full pay, by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor or dentist if he/she cannot reasonably be scheduled outside of his/her working hours or because of an accident for which compensation is not payable under the *Workplace Safety Insurance Act*.

20.06 Sick Leave Entitlement

Each full-time employee shall be entitled to a sick leave credit of one day per month, accumulating to a maximum of twelve (12) days' credit, per year. These days may be carried over if not used, to a maximum of twenty (20) days. There is no cash value for any unused sick days.

20.07 Proof of Illness

- (i) An employee who is unable to assume his employment responsibilities due to illness, shall notify the Employer of such absence at least one (1) hour before his scheduled work shift, and failure to do so shall result in forfeiture of an entitlement to sick leave compensation, unless such failure can be justified.
- (ii) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he was unable to carry out his duties due to illness.

- 20.08 **Vision Care (full-time employees)**
 Effective the date of ratification (April 10, 2014) one hundred and fifty dollars (\$150) every two (2) years for full-time employees. Effective September 1, 2015, one hundred and eighty (\$180.00) dollars every two (2) years for full-time employees. Employees will submit a receipt for payment. The cost of the plan will be paid 100% by the Employer.

ARTICLE 21 – PAYMENT OF WAGES

- 21.01 **Pay Days**
 The Employer shall pay salaries and wages every second Thursday (or on the last banking day before a holiday), in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with a statement of his wages, overtime and other supplementary pay and deductions.
- 21.02 **Temporary Transfer**
 An employee who is temporarily assigned to a higher rated classification within the Bargaining Unit will be placed in the range of the higher rated classification so that she shall receive no less an increase in wage rate that the equivalent of one step in the wage rate of her previous classification provided that she does not exceed the wage rate of the classification to which she has been promoted.
- 21.03 **Pay on Temporary Transfers, Lower-Rated Jobs**
 An employee temporarily assigned to a position paying a lower wage shall not have her rate reduced during such period of employment.

ARTICLE 22 – CONTRACTING OUT

- 22.01 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees, follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be paid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 23 – GENERAL and OTHER CONDITIONS

- 23.01 **Bulletin Boards**
 The Employer shall provide bulletin boards, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings. Any other kind of notice to be posted shall be first authorized by the Administrator.
- 23.02 The Employer shall supply/make available a Break Room for Employees.

23.03 **Director of Care**
An increase of thirty cents (30¢) per hour is to apply to any staff asked to perform the duties of the Director of Care, for a full shift.

23.04 **Pharmacy Training**
The Employer will provide the training in Pharmacology from a licensed pharmacy on the dispensing of medications to those staff that are or may be required to do so. This training will be provided at no cost to the employee(s), within four (4) months of ratification.

ARTICLE 24 – COPIES OF AGREEMENT

24.01 **Copies of Agreement**
The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason, the Employer and the Union agree to share the cost of sufficient copies of the Agreement on a 50/50 basis.

ARTICLE 25 - DURATION and TERMINATION

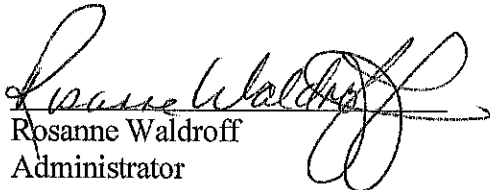
25.01 **Duration and Termination**
This Agreement shall be binding and remain in effect from the **1st day of September 2012 to the 31st day of August 2016** and shall continue from year to year thereafter, unless either party gives to the other party notice in writing at least sixty (60) days prior to the termination date that it desires its termination or amendment.

25.02 **Notice of Change**
Either party desiring to propose changes to this Agreement shall within sixty (60) days prior to the termination date give notice in writing to the other Party. Within fifteen (15) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a new Agreement. Time limits may be extended by mutual agreement.

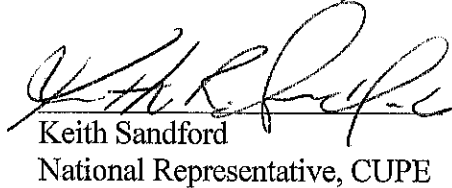
25.03 **Retroactivity**
All retroactive monies are to be paid within sixty (60) days of ratification for those employed with the Employer at the date of ratification (April 10, 2014).

SIGNED at Cornwall this 21 day of OCTOBER, 2014.

FOR HERITAGE MANOR


Rosanne Waldroff
Administrator

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 3451


Keith Sandford
National Representative, CUPE

SCHEDULE "A"				
September 1, 2012 (1.5%)	START	PROBATION	1 YEAR	2 YEARS
Housekeeping	\$10.40	\$10.78	\$11.44	\$12.43
Kitchen Attendant	\$10.40	\$10.78	\$11.44	\$12.43
Laundry Attendant	\$10.40	\$10.78	\$11.44	\$12.43
PSW - Nurses Aide	\$10.50	\$10.86	\$11.55	\$12.57
Assistant Cook	\$10.68	\$11.06	\$11.74	\$12.76
RPN/RN	\$13.48	\$13.89	\$14.56	\$15.59
Unregulated Care Provider	\$11.97	\$12.23	\$12.97	\$13.98
September 1, 2013 (1.7%)	START	PROBATION	1 YEAR	2 YEARS
Housekeeping	\$10.58	\$11.00	\$11.63	\$12.65
Kitchen Attendant	\$10.58	\$11.00	\$11.63	\$12.65
Laundry Attendant	\$10.58	\$11.00	\$11.63	\$12.65
PSW - Nurses Aide	\$10.67	\$11.05	\$11.75	\$12.78
ASSISTANT COOK	\$10.86	\$11.25	\$11.94	\$12.98
RPN/RN	\$13.71	\$14.12	\$14.80	\$15.86
Unregulated Care Provider	\$12.17	\$12.44	\$13.19	\$14.21
September 1, 2014 (2%)	START	PROBATION	1 YEAR	2 YEARS
Housekeeping	\$11.00	\$11.22	\$11.87	\$12.90
Kitchen Attendant	\$11.00	\$11.22	\$11.87	\$12.90
Laundry Attendant	\$11.00	\$11.22	\$11.87	\$12.90
PSW - Nurses Aide	\$11.00	\$11.27	\$11.98	\$13.03
Assistant Cook	\$11.08	\$11.48	\$12.18	\$13.23
RPN/RN	\$13.98	\$14.40	\$15.10	\$16.17
Unregulated Care Provider	\$12.41	\$12.69	\$13.46	\$14.50
**increase to minimum wage effective June 1, 2014				
September 1, 2015 (2.5%)	START	PROBATION	1 YEAR	2 YEARS
Housekeeping	\$11.06	\$11.50	\$12.16	\$13.22
Kitchen Attendant	\$11.16	\$11.55	\$12.28	\$13.36
Laundry Attendant	\$11.16	\$11.55	\$12.28	\$13.36
PSW - Nurses Aide	\$11.16	\$11.55	\$12.28	\$13.36
Assistant Cook	\$11.35	\$11.76	\$12.49	\$13.57
RPN/RN	\$14.33	\$14.76	\$15.48	\$16.58
Unregulated Care Provider	\$12.72	\$13.00	\$13.79	\$14.86
Shift Premium:	\$0.50			
Weekend Premium:	\$0.10			
DOC Premium:	\$0.30			

Assistant Cook shall be paid twenty cents (\$0.20) an hour more when working on the weekend, (7-1/2 hour shift).

Kitchen Attendant shall be paid at the Assistant Cook rate when working on the week-end (7-1/2 hour shift).

