

**FIRST COLLECTIVE AGREEMENT**

**BETWEEN**

**HERITAGE MANOR PEMBROKE (Allegro)**

**- AND -**

**UNITED STEEL WORKERS (USW)**

**TERM : MAY 22, 2008 TO MAY 21, 2010**

## **ARTICLE 1 – PURPOSE**

1.01 Whereas it is the desire of both parties to this Agreement;

- 1) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
- 3) To promote the morale, well being and security of all the employees in the bargaining unit of the Union.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all the employees of Pembroke Heritage Manor Inc., in the city of Pembroke, save and except supervisors and those above the rank of supervisor, office and clerical employees.
- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 2.03 In this Agreement, words using the masculine gender include the feminine and vice versa; the singular includes the plural and the plural the singular, where the text so indicates.
- 2.04 Any time limits referred to in the grievance procedure, or in respect of arbitration, within which any procedure is required to be taken or notice to be given, shall be calculated exclusive of Saturdays, Sundays and paid holidays.

2.05 "Employee" as used in this Agreement shall mean those persons described in the bargaining unit as set forth in Article 2.01 above.

### **ARTICLE 3 – RIGHTS OF THE EMPLOYER**

3.01 The Union acknowledges that Management has exclusive right to arrange the Facility including such rights as:

- (a) To maintain order and efficiency.
- (b) To hire, promote, transfer, suspend and re-hire employees and to discipline or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering any present rules and regulations or making new rules and regulations, the said new rules and regulations shall first be approved and signed by the Employer, after which they shall be discussed in detail with the Union Committee and opportunity afforded to the said committee to make representations and a copy to be posted on the employee bulletin board.
- (d) To determine the number of employees to be employed, the extension, limitation, curtailment or

cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

#### **ARTICLE 4 – UNION SECURITY**

- 4.01 For the purpose of this Agreement, the stewards, together with the officers of the Local Union, the Negotiating Committee, and USW Representatives shall be deemed to be the officials of the Union. The parties hereto agree that the Union Officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.
- 4.02 The Union has the right and responsibility to represent and intervene on behalf of its members on any matter in relation to this Agreement.
- 4.03 (a) All employees must as a condition of employment pay the standard initiation fees and monthly dues by payroll deduction.

In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

(b) The Employer will make the deductions bi-weekly and remit the amounts thus deducted to the Union by the tenth of the following month, with an itemized statement of full names in alphabetical order, individual amounts and the total for the month.

The Employer shall, when remitting such dues, name the employees and provide employee numbers from whose pay deductions have been made.

(c) The appropriate amounts will be entered on the T-4 slips.

(d) The Employer further agrees to provide the Union with a seniority list including names and addresses of all employees in the bargaining unit every six (6) months.

(e) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union body.

4.04 The Employer acknowledges the rights of the Union to appoint or otherwise select a grievance committee, which shall be comprised of two (2) stewards. The name of each of the stewards (one of whom shall be the chairman of the Grievance Committee) shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or chairman until it has been so notified.

4.05 The Employer undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the administration of the terms and provisions of this Agreement.

4.06 The Union undertakes to secure from its officers, stewards and members their co-operation with the Employer and with all persons representing the Employer in a supervisory capacity.

4.07 The privileges of stewards to leave their work without loss of regular pay to attend to Union business are granted on the following conditions;

(a) Such business must be between the Union and the Employer. Employees having grievances may discuss these with the steward in working hours.

The Employer shall pay the stewards their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage.

(b) The time shall be devoted to the prompt handling of necessary Union business.

(c) The steward concerned shall obtain the permission of the supervisor concerned before leaving his work, and shall report to his supervisor on his return to work. Such permission shall not be unreasonably withheld.

4.08 It is agreed that the Union and the employees will not hold meetings at any time on the premises of the Employer without the permission of the General Manager or his/her designate.

4.09 Two (2) members of the Negotiating Committee shall be paid their regular rate for all regularly scheduled working hours lost due to attending Negotiation Meetings with Management, up to but not including Arbitration.

4.10 Interview Period

It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee for fifteen (15) minutes once upon the completion of his probationary period for the purpose of informing such employee of the existence of the Union in the Residence, and presenting such employee with a copy of the Union Agreement.

4.11 Harrassment/Discrimination

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

**ARTICLE 5 – CORRESPONDENCE**

5.01 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the General Manager or his/her designate and the general representative of the Union.

- 5.02 The cost of printing the Collective Agreement will be shared equally by the Union and the Employer.

## **ARTICLE 6 – WORK OF THE BARGAINING UNIT**

- 6.01 Persons outside the bargaining unit shall not perform work normally performed by employees in the bargaining unit that will result in layoff, demotion or displacement of any employee in the bargaining unit. Positions excluded from the bargaining unit may continue to perform their duties and this will not be considered a violation of this article.
- 6.02 As long as a full-time position exists, there will be no splitting of that position into two (2) or more part-time positions without the agreement of the Union, and such agreement will not be unreasonably withheld.

## **ARTICLE 7 – NO CONTRACTING OUT**

- 7.01 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 layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

## **ARTICLE 8 - COMPLAINTS**

- 8.01 The union or any employee has the right to lodge a grievance with respect to any matter arising out of the interpretation, application or alleged violation of this Agreement.
- 8.02 It is the mutual desire of the parties hereto that complaints of the employee(s) shall be adjusted as equitably as possible, and it is understood that an employee has no grievance until

he has first given his supervisor an opportunity to adjust his complaint.

- 8.03 If an employee has an unsettled complaint within the terms of this Agreement, it may be taken up as a grievance within ten (10) working days after the circumstances giving rise to the grievance occur or ought reasonably to have been known, in the following manner and sequence:

STEP NO. 1

The aggrieved employee shall present his grievance in writing to the General Manager on a regular grievance form supplied by the Union. He shall have the assistance of his steward if he so desires. The General Manager shall give his decision within five (5) working days following the presentation of the grievance to him. If the s General Manager's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

STEP NO. 2

Within five (5) working days after the decision is given at step No. 1, the aggrieved employee may, with his steward, present the grievance to the Regional Director or Regional Vice-President of Operations, or his/her authorized representative. The parties shall schedule a meeting within ten (10) working days between the grievor, his steward and the Chairperson of the Grievance Committee and the Employer's Committee. At this stage the employee may also be accompanied by a full-time representative of the Union if this is requested by either party. The decision of the Employer will be rendered in writing within five (5) working days following such meeting.

- 8.04 If the final settlement of the grievance is not reached at Step No. 2, then the grievance may be referred in writing by either party to Arbitration as provided for in the LRA at any time within ten (10) calendar days after the decision is given under Step No. 2, and if no such written request for



arbitration is received within the time specified, then it shall be deemed to have been abandoned.

- 8.05 Any of the time allowances above may be extended by mutual agreement of the parties.
- 8.06 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 8.07 A "group grievance" is defined as a single grievance, signed by a Steward or a USW representative, as well as the Employees who have the same complaint. Such grievance must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.

## **ARTICLE 9 - ARBITRATION**

- 9.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party in this Agreement as required under the LRA. Either party when applying for arbitration may exercise any process under the LRA or its amendments, with the intent to minimize costs and time
- 9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 9.03 Each of the parties shall bear its own expenses including pay for witnesses, its own nominee, and/or one-half (1/2) the expenses and fees of the Chairman.
- 9.04 The Arbitrator or Board shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

A decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chairman shall govern.

- 9.05 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- 9.06 Any grievance involving the interpretation of application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.
- 9.07 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator/Board to have access to any part of the Residence to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Residence.

## **ARTICLE 10 - EMPLOYER GRIEVANCES**

- 10.01 Any grievance instituted by the employer may be referred in writing to the grievance committee within five (5) full working days of the occurrence of the circumstances giving rise to the grievance or ought reasonably to have been known, and the grievance committee shall meet within three (3) working days thereafter with the Employer to consider the said grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the Grievance may be referred, by either party, to Arbitration as provided for in Article 9 at any time within ten (10) calendar days thereafter, but not later.

## **ARTICLE 11 - UNION POLICY GRIEVANCE**

11.01 A Union policy grievance, which is defined as an alleged violation of this Agreement, concerning all or a substantial number of the employees in a bargaining unit, may be lodged by the Chairman of the Grievance Committee in writing with the Regional Director or his/her Designate, at Step No. 2 of the grievance procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated or ought reasonably to have been known, and if it is not satisfactorily settled it may be processed to Step No. 3, and to arbitration, in the same manner and to the same extent as the grievance of an employee.

## **ARTICLE 12 - DISCHARGE AND SUSPENSION GRIEVANCES**

- 12.01 (a) In the event of an employee who has completed his probationary period being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the General Manager within four (4) days after the employee is notified of this discharge or within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior to Step No. 2 may be omitted in such cases.
- (c) Such special grievances may be settled by confirming the Employer's action in dismissing or suspending the employee, or by reinstating the employee with full or partial compensation for time lost, or by any other

arrangement which is just and equitable in the opinion of the conferring parties, the nominees of the conferring parties, or the Board of Arbitration as the case may be.

### **ARTICLE 13 – NO STRIKES OR LOCK-OUTS**

13.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words “strike” and “lock-out” shall be as defined in the Ontario Labour Relations Act, as amended.

13.02 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, there will be no strikes, slowdown, or stoppage of work, and the Employer agrees that there will be no lockout.

### **ARTICLE 14 - SENIORITY**

14.01 The principle of seniority will apply particularly in matters of vacation, job posting procedures, transfer, job lay-off, and recall from lay-off, provided the employee can satisfy the minimal requirements of the job within a reasonable period of training and orientation. Training and orientation time is to be agreed upon by both parties for each specific job.

#### **a) Definition of Seniority - Full-Time**

A full-time employee is defined as an employee who works twenty-four (24) hours or more in a week

#### **b) Definition of Seniority - Part-Time**

A regular part-time employee is defined as an employee who works less than twenty-four (24) hours a week.

c) definition of seniority – casual part-time

a casual part-time employee is defined as an employee who is not regularly scheduled but who works on an as needed basis.

d) seniority will operate on a bargaining unit wide basis.

- 14.03 an employee will be considered on probation for the first four hundred and fifty (450) hours of employment and will have no seniority rights during that period of time. After four hundred and fifty (450) hours are completed successfully his/her seniority will date back to the day on which his/her employment began.
- 14.04 the employer shall supply the union office and chief steward with a set of seniority lists, by department, in January and July of each year, showing alphabetically, employees' names, classifications, and their seniority starting dates.
- 14.05 an employee shall lose all seniority and her employment shall be deemed to be terminated if she:
- (a) voluntarily resigns, retires or is discharged for just cause;  
or
  - (b) is absent from work in excess of four (4) working days without reasonable cause or without notifying the employer of his/her intended absence; or
  - (c) is absent from work more than thirty (30) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
  - (d) is absent from work for more than thirty (30) months by reason of absence due to workplace injury and there is no reasonable likelihood the employee will return to work within the near future.

- (e) is absent from work due to layoff for a period of twenty four (24) months or more.
- (f) a casual part-time employee who is unavailable three (3) times in an four (4) week period.

An employee, who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

The union and the employer agree to abide by the human rights code.

## **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

- 15.01 All full-time and regular part-time vacancies or newly created classifications within the scope of this Agreement shall be posted for one (1) week at one location in the Residence during which time the employee may apply for the said position in writing on a form supplied by the Employer.

The Employer agrees to provide the Chief Steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

- 15.02 Any notice posted pursuant to 15.01 above shall contain the following information:

Classification, qualifications, rate of pay.

- 15.03 If no application is received from an employee of the Residence within one (1) week of the job posting, or if no employee qualifies within the trial period as set forth in 15.07, for the vacancy, then the Employer may hire an employee from outside the bargaining unit.

15.05 In the event that an employee has been accepted to fill a permanent vacancy, then at anytime within the first three hundred and thirty seven and a half (337.5) working hours after being assigned to such vacancy he may elect to revert to his old position. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and a half (112.5) working hours.

15.06 Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:

- (a) Seniority;
- (b) Skill and ability.

Where the qualifications in factor (b) are relatively equal, then seniority shall govern.

Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.

15.07 The successful applicant shall be placed on trial for a period of three hundred and thirty-seven and one-half (337.5) working hours. Conditional on satisfactory performance, any promotion or transfer made in accordance with this Article, shall become permanent after the period of three hundred and thirty-seven and one-half (337.5) working hours. This period may be extended by the mutual agreement of the parties. In the event the applicant proves unsatisfactory in the position during the aforementioned period, he shall be returned to his former position without loss of seniority.

15.08 Qualifications listed on a job posting shall not be set in a discriminatory manner.

## **Article 16 – Temporary Vacancies**

A temporary vacancy of six weeks or less shall be filled by transfer provided that there are interested employees who can satisfy the Employer's requirements for the job provided that the Employer considers the most senior employee for the transfer, where reasonably practicable.

In the event that a part-time employee is either transferred or is the successful applicant, the part-time employee will retain his/her status during the temporary assignment if such an assignment is for full-time hours of work.

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees shall be given the first opportunity to fill temporary vacancies subject to the job posting procedure. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

An employee returning from leave of absence shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.



## **ARTICLE 17 HOURS OF WORK**

17.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

The normal work day shall be seven and one-half (7.5) hours and the work week shall be thirty-seven and one-half hours, seventy-five (75) hours average over a two (2) week period.

### **17.02 Overtime**

- (a) Authorized work performed in excess of 7.5 hours per day or 75 hours in a bi-weekly pay period, will be counted as overtime work and will be paid for at the rate of time and one-half the employee's regular rate of pay.

### **17.03 Overtime**

Overtime will be on a voluntary basis and will be first offered to the bargaining unit employee in that classification on a rotating seniority basis, thereafter by rotating seniority basis in other classifications.

### **17.04 Work Schedule**

The following regulations shall govern the scheduling of hours of employees in the bargaining unit:

The Employer will post four (4) week schedules two (2) weeks in advance. Employees are required to provide their availability to the Employer at least one week prior to the posting of the schedule. Once Except where mutually agreed otherwise between the employer and the employee, shift schedules shall be arranged so that:

- (a) An employee is not scheduled to work more than seven (7) consecutive days;

These scheduling provisions do not apply when employees mutually agree to exchange shifts with the approval of the Supervisor or when an employee accepts or requests a shift at her own discretion.

#### 17.05 Weekends Off

##### Full-time Employees

The Employer shall provide every second weekend off.

##### Part-time Employees

Part-time employees requesting a specific weekend off shall not be unreasonably denied. Any such request will be made prior to posting of the next schedule.

#### 17.06 Call-in

All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list within the department first at non-overtime rates of pay, before calling in from other departments or securing an agency replacement(s). Employees who are called-in for work, will be paid a minimum of four (4) hours pay at their regular rate of pay.

#### 17.07 Relief Periods

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

Shift Length:

Breaks:

- |                                     |               |
|-------------------------------------|---------------|
| - Less than 3.75 hours              | No breaks     |
| - 3.75 hours up to 6 hours<br>break | 1 – 15 minute |
| - 6 hours or more<br>breaks         | 2 – 15 minute |

In addition to the above, any shift over 5 hours will also have a ½ hour unpaid lunch within the shift.

### **17.07 Shift Premium**

#### **Effective December 1, 2009**

- a) Employees working evenings will receive a shift premium of (\$0.05) per worked hour.
- b) Employees working the night shift will receive a shift premium of (\$0.12) per worked hour.

### **17.08 Reporting Pay**

Employees who report for work, and find no work available will be paid a minimum of four (4) hours pay at their regular rate of pay.

## **ARTICLE 18 - PAID HOLIDAYS**

- 18.01 All employees covered by this Agreement shall receive a regular day's pay at their regular rates for the following holidays not worked:

Statutory Holidays: 10

- New Year's Day 1
- Day after New Year's 1
- Family Day 1
- Good Friday 1
- Victoria Day 1
- Canada Day 1
- Labour Day 1
- Thanksgiving Day 1
- Christmas Day 1
- Boxing Day 1

Add one float holiday which will become effective upon an employee's anniversary date of employment which occurs following November 5<sup>th</sup>, 2009.

18.02 In order to be entitled to payment for holidays not worked, an employee must work his/her regular scheduled shift immediately before and following any of the above named holidays. The Employee will not be paid for the holiday if he/she has been instructed to report to work on the holiday and has failed to do so unless such absence was due to a satisfactory reason, subject to 18.03.a..

18.03 A) If an employee is required to work on any of the above mentioned holidays he/she should be allowed to work unless he/she states his/her preference to be off.

B) Employees will be allowed upon mutual agreement with the employer the following options for payment of a statutory holiday when working a holiday.

- 1) Pay at the rate of one and one half (1 ½) the employees regular hourly rate plus a compensating day off, which must be taken within thirty (30) days of the holiday. Pay for the compensation day off will be calculated in accordance with 18.04 below.

2) Holiday Pay as computed in 18.04 below, in addition to pay at the rate of one and one half (1 ½) times the employee's regular rate of pay.

18.04 Holiday Pay

Holiday pay will be computed on the basis of the number of hours the employee was paid in the four (4) weeks proceeding the week of the holiday, including vacation pay, divided by 20.

**ARTICLE 19 – VACATIONS**

19.01 The date for determining the vacation entitlement in a vacation year shall be May 1<sup>st</sup> of each year.

19.02 Length of Continuous Service

Up to Anniversary Date

Length of Vacation and  
Amount of Vacation Pay

Vacation

- Less than 1 year: 1 day per month
- 1 year but less than 5 years: 10 days (4%)
- 5 years but less than 10 years: 15 days (6%)
- 10 years or more: 20 days (8%)

Part-time Employees will be granted vacation with pay on the basis of 1800 hours equalling one (1) year.

The Employer will pay vacation pay as part of the regular pay at the time vacation is taken by the employee.

19.02

The Employer will pay vacation pay as part of the regular pay at the time vacation is taken by the employee.

## **Article 20 – Sick Leave**

Effective April 1, 2010, full-time employees shall accumulate sick leave credits at the rate of 7.5 hours for each 162.5 hours worked to a maximum accumulation of five days per year.

## **Article 21 – Bereavement Leave**

### **Bereavement**

Upon the death of a member of the employee's immediate family, Allegro Residences will extend a paid leave of absence to allow the employee to pay his respects and if applicable, to make the necessary arrangements. Bereavement leave is granted as follows:

- Spouse, son, daughter 5 days
  
- Father, mother, brother, sister,  
mother or father-in-law 3 days  
grandparents or grandchild.

In the event of the death of an aunt or uncle, the employee is only granted leave to attend the funeral. Days off must be consecutive and must include the day of the funeral. Planned leave will not be granted if it conflicts with other leave or vacation days granted under any other provision. During this leave period, the employee will only be paid for scheduled work days.

## **ARTICLE 22- PREGNANCY AND PARENTAL LEAVE**

### **22.01 Pregnancy and Parental Leave**

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

### **22.02 Pregnancy Leave**

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

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 22.10, Parental Leave.

22.03 An employee who does not apply for leave of absence under Article 22.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 22.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a

legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

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

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

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

22.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 22.05.



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

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

22.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 22.10 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

22.10 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by given the employer written notice at lease four (4) weeks before the last day of the leave.

- (e) For the purposes of parental leave under Article 22.10 Parental Leave, the provisions under 22.01, 22.04, 22.05, 22.06, 22.07, 22.08 and 22.09 shall also apply.

## **ARTICLE 23 - JURY DUTY**

### **23.01 Jury and Witness Duty**

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

- (a) notifies the Retirement Residence immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Retirement Residence the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

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

## **ARTICLE 24 - EDUCATION LEAVE**

24.01 Where the Employer considers an educational course to be compulsory, a leave of absence with pay shall be granted to complete the course and tuition fees shall be paid. During such leave of absence seniority shall continue to accumulate as if the employee has worked.

## **ARTICLE 25 - HEALTH AND SAFETY COMMITTEE**

- 25.01
1. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Facility in order to prevent accidents, injury and illness, and abide by the Occupational Health and Safety Act as amended from time to time.
  2. The Employer and the Union, each having an equal number of representatives, will establish and maintain a Joint Health and Safety Committee, as provided for under the Ontario Health and Safety Act.
  3. Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
  4. The Employer and the Union agree to co-operate fully in implementing the provisions and intent of the Occupational Health and Safety Act of Ontario in order to promote the safety and well-being of all employees.
  5. Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Chairperson shall be chosen in accordance with the Health and Safety Act of Ontario.

6. Any representative appointed or selected in accordance with 2. hereof shall serve for a term on one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings shall be paid for all time worked at his or her regular rate of pay.
7. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

25.02 All accidents will be investigated and the reports will be made available to the Union upon request.

25.03 Two (2) representative of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees (1), shall make monthly inspections of the workplace and shall report to the Health and Safety Committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

## **ARTICLE 26 - CLASSIFICATION AND WAGES**

26.01 (a) Schedule "A" hereto headed Classifications and Wages is hereby made part of this Agreement.

- (b) When any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be negotiated between the Union and the Employer. If the parties are unable to agree on the rate of pay for the job in question, the dispute will be subject to grievance and arbitration. The new rate of pay would be retroactive to the date on which the Employer was first notified by the Union of its desire to bargain.

26.02 During the life of this Collective Agreement, job descriptions will be reviewed and any revisions will be made available to all employees.

### **ARTICLE 27 - BULLETIN BOARDS**

27.01 The Employer agrees to supply, and make available to the Union for the posting of seniority lists and Union notices, one (1) bulletin board in a mutually agreeable location, to inform all employees in the bargaining unit of the activities of the Union.

### **ARTICLE 28 – PAY DAYS**

28.01 The Employer agrees that wages shall be paid on every second Friday.

28.02 In the event of an error on an employees pay, the correction shall be made in the pay period following the date on which the overpayments comes to the Employer's attention. If the error results in an employee being underpaid by seven and one-half (7½) hours or more, the Employer will provide payment for the shortfall within five (5) business days from the date it is notified of the error.

### **ARTICLE 29 – PERSONNEL FILES**

29.01 Letters of Reprimand

Letters of Reprimand are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface ie. residents and family where the record will remain on file.

29.02      Suspension

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface ie. residents and family where the record will remain on file.

29.03 Having provided a written request to the administrator at least one week in advance, an employee shall be entitled to see her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

**ARTICLE 30 – LABOUR/MANAGEMENT MEETINGS**

30.01 A Committee of the Union and Management representatives shall meet as required, at a time agreeable to both parties. An employee who attends such meetings on her day off shall be compensated at her regular rate of pay for time spent in actual attendance at the meeting. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matter proposed to be discussed which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this agreement. A Union staff member may attend as a representative of the Union.

## **ARTICLE 31- TERM**

- 31.01 This agreement shall continue in effect until \_\_\_\_May 22, 2010\_ and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date that it desires to amend or terminate this agreement.
- 31.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin fifteen (15) days following such notification.
- 31.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this agreement is not reached prior to the current expiration date, this agreement shall automatically be extended until consummation of a new agreement, or completion of the proceedings prescribed under the Ontario Labour Relations Act, as amended, and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.

## **Article 32 – Health and Welfare Benefits**

The Employer and Union agree to the following:

- a) For all employees who are regularly scheduled for 24 hours or more per week, the Employer will pay 100% of the cost of the current benefits to the extent that this is indicated in the Employer's benefits materials.
- b) For those employees who have been grandparented as a result of the 2009 Shime Award for Heritage and USW and continue to be regularly scheduled for 21 hours or more per week, the Employer will pay 80% of the cost of the current benefits to the extent that this is indicated in the Employer's benefits materials.

- c) Effective December 1, 2009 Employees who are regularly scheduled less than 24 hours a week shall be entitled to \$0.10 per hour worked in lieu of benefits. Effective April 1, 2010 Employees who are regularly scheduled less than 24 hours a week shall be entitled to \$0.15 per hour worked in lieu of benefits

### **Article 33 – Lay-off and Recall**

33.01 **LAY-OFF:** Employees with the least seniority within the classification in the department in which the lay-off takes place shall be laid off first provided that the employees who remain on the job have the qualifications, skill and ability to perform the work remaining. No bargaining unit employee(s) will be laid-off while part-time or casual employees remain working.

33.02 An employee laid-off shall have the option to either:

1. Accept the lay-off.
2. Displace an employee who has less bargaining unit seniority and has the skills, ability and qualifications to perform the work in that position with a familiarization period of up to five (5) days. The person displaced shall have the right to displace another employee subject to the provisions above.

33.03 **RECALL FROM LAY-OFF:**

**a)** Employees who have been laid-off shall be recalled in the inverse order of the lay-off.

**b)** An employee recalled to work in a different classification from which he was laid-off, or an employee who has displaced an employee in a different classification shall be entitled to return to the classification he held prior to the lay-off or displacement should it become vacant.



33.04 Recall rights will be exercised by seniority with two (2) week's notice. The Union steward will be informed in writing when a recall to work is offered.

### **Article 34– Meals**

The Employer to provide meals for the employees at a reduce rate of \$2.25 per meal.

### **Article 35 – Uniforms**


The Employer will provide those employees who require uniforms with 2 sets of uniforms

## **Appendix - A**


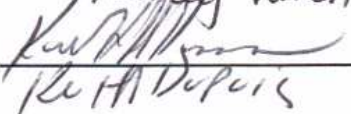
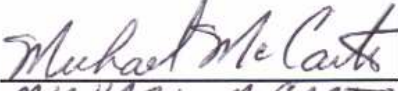
<b>Effective May 22 , 2008</b>	<b>2% across the board increase</b>
<b>Effective May 22 , 2009</b>	<b>1.75%% across the board increase</b>
<b>Effective April 1 , 2010</b>	<b>0.25% across the board increase</b>

Dated in PEMBROKE Ontario, this 1<sup>st</sup> day of APRIL, 2010

**For the Employer**

  
\_\_\_\_\_  
V. STEPHENS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For the Union**

  
\_\_\_\_\_  
Ashley Wren  
  
\_\_\_\_\_  
Keith Dupuis  
\_\_\_\_\_  
  
\_\_\_\_\_  
MICHAEL McCARTER