

COLLECTIVE AGREEMENT

**BETWEEN:**

**PINECREST NURSING HOME**

Hereinafter called the "Home"

**and:**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS)**

Hereinafter called the "Union"

**08 JUNE 2014 TO 07 JUNE 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 Home and its employees, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement and further to provide procedures for the prompt and equitable disposition of grievances. It is recognized by this agreement to be the duty of the Home and its employees to cooperate fully, individually and collectively, for the advancement of the said aforementioned objectives.

**1.02** Definition of Employees

The following definitions shall be applied to this agreement:

- (a) A "full-time employee" shall be defined as an employee who regularly works more than sixty (60) paid hours in a two (2) week period.
- (b) A "regular part-time employee" shall be defined as an employee who is regularly scheduled and works sixty (60) paid hours or less in a two (2) week period.
- (c) "Relief part-time employees" shall be defined as an employee who works on a relief or ad hoc basis and may be called as required by the home. However, if such relief employee refuses three (3) times consecutively without a legitimate reason, it could result in discipline.
- (d) Where a dispute arises between the parties as to which classification an employee rightly belongs (a) or (b) above) then the hours of such employee shall be mathematically averaged over a period of six (6) calendar weeks back from the date on which such dispute was raised by either of the parties.
- (e) Regular part-time employees shall be scheduled on a rotational basis. Where an employee is scheduled, and does not work the schedule, she shall be deemed to have worked for purposes of the rotation.



**ARTICLE 2 - MANAGEMENT RIGHTS**

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

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, layoff, suspend and retire 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 otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees. Such rules and regulations and any amendments thereto shall be forwarded to the Union prior to their implementation;
- (d) determine the nature and kind of business conducted by the Home; the kinds and locations of operations, equipment and materials to be used; the methods and techniques of work; the number of employees to be employed; the extension, limitation, curtailment or cessation of operations or any part thereof; and to determine and exercise all other functions and prerogatives which shall remain solely with the Home except as specifically limited by the express provisions of this agreement.



**ARTICLE 3 - RELATIONSHIP****3.01**        No discrimination

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

**3.02**        The Home and the Union agree that there shall be no discrimination or favouritism in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of race, sex, creed, religion, colour, age or national origin.

**3.03**        The Home agrees to acquaint new employees with the fact that the Union agreement is in effect. The Home further agrees to provide the Local with the names of new employees as hired.

**3.04**        The Union and the Employer agree to abide by the provisions of the Ontario Human Rights Code.

**3.05**        Sexual and Racial Harassment

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

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

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

Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.



Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the grievance shall automatically be sent forward to the next step.

At no time during or after a harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested or agreed to by the grievor and without prejudice to the validity of the grievance.

#### **ARTICLE 4 - RECOGNITION**

**4.01** The Home recognizes the Union as the sole and exclusive bargaining agent for all employees at Pinecrest Nursing Home at Plantagenet, save and except supervisors, persons above the rank of supervisor, registered and graduate nurses and office staff.

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

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

**4.04** The Employer shall not contract out bargaining unit work, if, as a result of such contracting out, an employee is laid off or reduced in working hours, or prevented from being recalled.

**4.05** Persons who are excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall cause or result in the layoff or reduction in hours of work, or prevent the recall of, an employee in the bargaining unit, or lost opportunity for overtime work. It is understood that the purposes for which such person not in the bargaining unit may perform duties normally assigned to employees in the bargaining unit include instruction, emergencies or when bargaining unit employees are not available.



**ARTICLE 5 - UNION SECURITY**

**5.01** The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

**5.02** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto Ontario M5W 1V7 in such form as shall be directed by the International Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Co-ordinator.

**5.03** The remittance and the R-115 form shall be accompanied by a statement containing the following information:

(a) A list of the names and addresses of all employees from whom dues were deducted along with their hours worked, total gross amount earned by each employee and the amount of dues deducted;

(b) A list of the names of all employees from whom no deductions have been made and reasons;

(c) This information shall be sent to both Union addresses identified in article 5.02 in such form as shall directed by the Union to the Employer.

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

**5.05** The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.



**ARTICLE 6 - UNION REPRESENTATION**

**6.01** The Home agrees to recognize: a bargaining committee, a grievance committee, an occupational health and safety committee, Labour Management committee and stewards.

**6.02** All committee members and stewards shall have completed their probationary period.

**6.03** For the purpose of this article, the name and position of each of the committee members and stewards, from time to time selected, shall be given to the Home in writing and the Home shall not be required to recognize any such committee members or stewards until it has been notified. The Unit President shall be an ex-officio member of all committees.

**6.04** The Home undertakes to instruct all of its managerial employees to cooperate with the committee members and stewards in the carrying out of the terms and requirements of this agreement.

**6.05** The Union undertakes to secure from its committee members, stewards and members, their cooperation with the Home and with all persons representing the Home in a managerial capacity.

**6.06** The Union acknowledges that stewards have their regular duties to perform on behalf of the Home and such person will not leave their regular duties without first obtaining permission of their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties, stewards will report again to **their** immediate supervisor. Pursuant to this understanding, the Home will compensate stewards for time necessarily spent during their work hours in dealing with grievances.

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



**6.08**            Negotiating Committee

The Home also agrees to recognize and deal with a negotiating committee of not more than two (2) employees, one of whom shall be the Unit Chairperson, along with a representative(s) of the International Union.

**6.09**            The negotiating committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this agreement.

**6.10**            The Employer agrees to allow members of the negotiating committee the time off work without loss of pay for previously scheduled day(s) or without loss of previously scheduled days off, on each day the committee meets in direct negotiations with the Employer, excluding arbitration proceedings.

**6.11**            Labour Management Committee

The parties agree to the establishment of a Labour-Management Committee, consisting of two (2) members of the Union appointed by the Union, and two (2) members of management appointed by management. The committee will provide a forum for communication and input.

Where there are matters of mutual interest and concern that would be beneficial if discussed at a Labour-Management Committee meeting, the following shall apply. The request for the meeting will be made at least one (1) week prior to the date proposed, and will be accompanied by a proposed agenda of matters to be discussed, which shall not include matters which are properly the subject of another committee. The parties will meet at a time and place mutually agreeable. A representative attending this meeting will not lose pay from regularly scheduled hours. The Union Staff Representative may attend the meeting to assist the local union. Meetings will be called when necessary, but not more often than once per month.

**6.12**            Copies of the following will be forwarded to the Unit Chairperson: work schedules, job postings, hirings, terminations.



**ARTICLE 7 - NO STRIKES - NO LOCKOUTS**

**7.01** In recognition of the provisions and procedures as established by the Hospital Labour Disputes Arbitration Act, R.S.O. 1970, Chapter 208, as amended, and in view of the orderly procedures established for the handling of grievances, the Union agrees that there will be no strike, slowdown or stoppage of work, either complete or partial, and the Home agrees that there will be no lockout.


**ARTICLE 8 - GRIEVANCE PROCEDURE**

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

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

**8.03** Step No. 1 - The Steward, with the employee may submit a written grievance to the immediate supervisor. Such grievance must be submitted within ten (10) working days of the occurrence of the event which gave rise to the grievance and must be signed by the employee claiming to be aggrieved. The employee may be accompanied by his steward. The member of management to whom the grievance was submitted shall submit the answer in writing within five (5) working days of the filing of the grievance at Step 1.

**8.04** Step No. 2 - Failing settlement at Step 1, or failure of the appropriate member of management at Step 1 to submit the reply within the prescribed period, the employee, if she so desires, accompanied by the grievance committee, shall present the grievance in writing to the Administrator of the Home within ten (10) working days from the time the reply is received, or should have been received, at Step 1. A staff representative of the Union may attend this meeting. The administrator shall have ten (10) working days from the date of receipt to render a decision. Such decision shall be in writing.



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

**ARTICLE 9 - POLICY GRIEVANCES**

**9.01** It is understood that the Home may bring forward at any meeting held with the grievance committee, any complaint with respect to the conduct of officers, committeemen or union representatives, and if such complaint by the Home is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

**9.02** Similarly, the unit chairperson or the International staff representative shall have the right to process grievances which may not otherwise be processed by individual employees.

**9.03** All policy grievances shall be initiated in writing and shall be processed in accordance with article 8.04.

**9.04** The Union has the right to bring forward group grievances (a grievance involving two [2] or more employees and concerning the same subject matter), which shall be processed in accordance with Article 8.04.

**ARTICLE 10 - ARBITRATION**

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

**10.02** When either party refers a grievance to arbitration, they shall propose three (3) arbitrators to the other party. If none of the proposed arbitrators are acceptable to the other party, they shall propose three (3) other arbitrators. If an acceptable arbitrator is not agreed upon within ten (10) days of the notice received as per article 10.01, the parties may request the Ministry of Labour to appoint an arbitrator.





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

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

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

**10.06** The delays prescribed by this article do not include Saturdays, Sundays, and holidays prescribed by this agreement and the parties can agree in writing to extend them.

**10.07** The Staff Representative shall have access to the Home to prepare for an arbitration case including consulting with the grievor and/or necessary witnesses. The Staff Representative shall previously have obtained permission from the Administrator.

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

#### **ARTICLE 11 - DISCHARGE AND SUSPENSION CASES**

**11.01** No employee shall be disciplined or discharged unless the Home can show just cause for the disciplinary action taken. A claim by an employee that she has been discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator at the 2nd step of the grievance procedure within ten (10) working days after the employee receives written notice of discharge or suspension. For the purposes of this article, Step 1 shall be waived.

Any other discipline may be grieved beginning at the first step of the grievance procedure, within ten (10) days of receipt of the discipline.

A probationary employee may be discharged at the discretion of the employer, based on an assessment of the employee against reasonable standards of work performance.

**11.02** A written warning or any higher discipline shall be discussed with the employee and her Union representative before it is issued. The employee shall be notified in writing of all disciplinary actions including suspensions and discharge which are recorded on file. A copy of said notification shall be given to the representative of the Union.

**11.03** Employees have the right to the presence of their Union representative being one of the Union Stewards at any meetings which may lead to the employees being disciplined.

**11.04** In the case where an employee is suspended, the suspension will not be implemented until the second step of the grievance procedure has been completed. This will not apply in circumstances where the employee is discharged or suspended for alleged patient abuse.

**11.05** No disciplinary measure will be referred to after the passage of thirteen (13) consecutive calendar months, excluding maternity leave, WSIB, sick leave or LTD from the date of the warning without repetition of a similar incident.

**11.06** All disciplinary measures will be given within fifteen (15) working days of the incident giving rise to such notice.

**ARTICLE 12 - TIME LIMITS**

**12.01** If at any step in the grievance or arbitration procedure the grievance has not been processed by the grievor or his agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Home within the prescribed time limits, the grievance may be advanced to the next step by the grievor, within the time limits as prescribed. These stipulations are directory. Any error in the form or wording of a grievance will not prevent it from proceeding on its merits.

**ARTICLE 13 - PERSONNEL FILE**

**13.01** An employee shall, upon written request, have an opportunity to view his personnel file. The information the employee may review will be:





- (1) application form
- (2) Written warnings and evaluation
- (3) Incident reports
- (4) Medical file

The aforesaid viewing is to be done in the presence of the personnel officer with no copies to be taken.

The employee may have her steward present if she so desires.

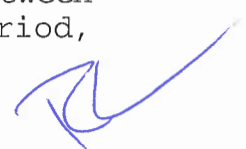
**ARTICLE 14 - SENIORITY**

**14.01** Seniority, as referred to in this agreement, shall mean length of continuous service in the bargaining unit, from the last date of hire and shall be on a bargaining unit-wide basis, as follows:

- (1) For full-time employees, the length of continuous service in the bargaining unit; and
- (2) For part-time employees, seniority shall be based on the number of hours worked in the bargaining unit. A part-time employee shall have the equivalent of one (1) year of service with the Home for 1750 hours worked with the Home.
- (3) An employee who becomes full time will be credited with the number of years seniority equivalent to the hours accumulated as a part time employee. No employee can be credited with more than one (1) year seniority in a calendar year.
- (4) Seniority will continue to accumulate as if an employee were at work in the following cases:
  - absence on Worker's Compensation;
  - pregnancy and parental leave;
  - leave of absence, up to 30 calendar days;
  - leave of absence for union business

**14.02** A newly hired employee shall be considered to be on probation for a period of 450 hours worked with the Home, from the last date of hire, subject to a maximum of six (6) calendar months.

The probation period can be extended upon mutual agreement between the parties to this agreement. During the probationary period,



employees shall be entitled to all rights and benefits as outlined in this agreement. Upon completion of the probationary period, seniority shall date back to the last date of hire.

It is recognized that a period of probation is a period during which the Home has the right to assess an employee to determine whether such employee is, in the sole opinion of the Home acceptable for employment. It is, therefore, recognized that probationary employees may be released at the sole discretion of the Home during the probationary period, and that such release shall be deemed to be for just cause, provided that it is not arbitrary, discriminatory or in bad faith.

A probationary employee during probation will be paid only one and one half (1.5) days pay for the 3 days of initial training received. In the event that a probationary employee is discharged or leaves their employment for any reason prior to the expiration of their probationary period, they shall not be entitled to the other one and one half (1.5) days pay for the 3 days of initial training received, which will be paid only after probation has been completed.

One (1) hour per day of training will be paid at the regular rate to an employee providing training.

**14.03** Seniority lists will be revised each three (3) months, a copy of the list will be posted on the bulletin board and a copy given to the Union. If an employee does not challenge the position of his name on the seniority list within the first ten (10) working days from the date his name first appears on a seniority list, provided he is at work when the list is posted, he must object to his seniority standing within ten (10) working days from the date he returns to work.

**14.04** Seniority shall terminate and an employee shall cease to be employed by the Home when he:

- (a) voluntarily quits his employment with the Home;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is laid off for a continuous period of thirty(30) months;
- (d) fails to return to work upon the termination of an authorized leave of absence unless a valid reason is provided;



- (e) accepts gainful employment while on a paid leave of absence without first obtaining the consent of the Home to be confirmed in writing. Consent is not to be unreasonably withheld;
- (f) is absent without leave for three (3) consecutive scheduled days during which time he has not contacted the Home directly when he has had an opportunity to do so. Proof of the matter is the responsibility of the employee.
- (g) fails to report for work within seven (7) working days after date of registered letter from the Home following a layoff, unless absent for a satisfactory reason.
- (h) is absent for reason of illness, injury or WSIB for a period of 36 months, subject to the duty to accommodate pursuant to the Ontario Human Rights Code. In the event that an employee returns to their employment following this 36 month period, as the employer has a duty to accommodate this person, the employee will be returned to their original position and any employee currently holding that position will be bumped back to their previous position.  
Note: Employees on LTD, shall not have their LTD discontinued because they ceased to be an employee after 36 months of absence.

An employee who is to be recalled for a temporary period of less than thirty (30) working days will have the right to refuse his recall without affecting his seniority rights.

**14.05** It shall be the duty of each employee to notify the Home, in writing, promptly, of any change in address and telephone number.

If an employee fails to do so, the Home will not be responsible for failure of a notice to reach such employee. All notices shall be confirmed in writing by registered mail.

**14.06 (a)** It is understood that an employee shall not be transferred by the Home to a position outside the bargaining unit without his consent.



- (b) An employee who is transferred to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Home to a position in the bargaining unit, he shall be credited with the seniority held at time of transfer and resume accumulation from the date of his return to the bargaining unit.

**14.07** Where an employee is temporarily transferred to a higher paying classification, in excess of one-half of a full shift, he shall be moved to a level in that classification which will provide an increase equivalent to one (1) full increment in the classification from which the employee was originally transferred.

#### **ARTICLE 15 - LAYOFFS AND RECALLS**

**15.01** In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the remaining employees are willing, able and qualified to perform the work.

Layoffs are to begin in the classification of regular part-time, with full-time employees laid off last provided that the remaining employees are willing, able and qualified to perform the work.

An employee about to be laid off may displace any employee with less seniority, provided the employee exercising the right is willing, able and qualified to perform the work of the employee with less seniority, after a reasonable orientation period. An employee must exercise their right to displace another employee by giving notice to the employer within three (3) days of their receipt of written notice of layoff.

The Employer agrees that employees who are laid off or displaced will be able to displace any employee with less seniority for the number of shifts equal to the number of shifts she has been laid off for, as long as the employee is willing, able and qualified to perform the work to be done according to the established schedules. An employee exercising this right to bump by shifts must first attempt to bump within their own classification. An employee must exercise their right to bump the shift of another employee by giving notice to the employer within three (3) days of their receipt of written notice of layoff or displacement.





**15.02** In the event of a recall, employees shall be recalled in order of seniority provided those recalled are willing, able and qualified to perform the work. Employees are to be recalled in the reverse order of classification as outlined in article 15.01.

**15.03** The Home agrees that it will discuss a scheduled layoff with employees at the earliest opportunity prior to its implementation and that it will use every reasonable effort to assist employees affected by a layoff to find alternative employment.

**15.04** The Home agrees to give as much notice as possible to employees in the event of a layoff. Subject to the superior provisions of the Employment Standards Act, employees will be given fifteen (15) days written notice in the event of layoff or reduction in hours of work.

**15.05** No new employees shall be hired until those laid off have been given an opportunity to recall provided that the laid off employees are willing, able and qualified to perform the work.

**15.06** It is understood and agreed that relief staff may be laid off and recalled without reference to this article and shall be employed and scheduled in accordance with the needs of the Home.

**15.07** Laid off employees who wish to work casual hrs may do so without affecting their rights e.g. Recall rights

**ARTICLE 16 - VACANCIES**

**16.01** All cases of vacancy, promotion and transfer shall be filled by the senior applicant, provided she has the ability and qualifications to perform the work to be done.

**16.02** Temporary jobs that will last for more than six (6) weeks shall be posted when an employee is not at work because of sickness or accident, leave of absence or vacation.

An employee who is working a temporary job posting may add a shift or shifts as long as it does not affect current temporary posting or may give up her temporary posting if a new preferred temporary job posting is posted and she would otherwise have the seniority and qualifications to be granted the vacancy. This clause may only be implemented once during the term of a temporary job posting. The provision of Article 17.06(b) shall apply to temporary vacancies resulting from this Article.



Employees on sick leave or WSIB with no specific date of return cannot apply on any job posting.

**16.03** The posting procedure will not apply where a vacancy will last for less than six (6) weeks. In such cases, the vacancy will be filled by seniority by employees who are willing, able and qualified to perform the work to be done.

**ARTICLE 17 - JOB POSTING**

**17.01**

- a) When a vacancy occurs, or a new position is created inside the bargaining unit, the Home shall notify the Union in writing and post notice of the position in the Home's workplace for a minimum of five (5) working days so that all members will know about the vacancy or new position. A posting is to consist of a minimum of one (1) shift. It is understood that no change in employee status shall result from the application of this clause.
- b) Employees working in non-nursing positions will first be considered for vacancies in non-nursing, and vice versa for nursing positions.

**17.02** Such notice shall contain the following information: nature of position; qualifications, required knowledge and education; shift; wage or salary rate or range.

**17.03** Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant will be posted on all bulletin boards.

**17.04** The successful applicant shall be placed on trial for a period of twenty (20) shifts, or one (1) calendar months whichever shall occur first. In the event the successful applicant proves unsatisfactory in the position during the trial period, or the employee wishes to return to her previous job within the said trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former or similar position without loss of seniority or former salary.





During this period, appropriate training and orientation will be provided, up to three (3) working days. Such training and orientation shall only be provided in the event that there is a change in the job description.

**17.05** The Home will make every effort to fill vacancies from within the bargaining unit. **17.06** (a) So long as a full-time position exists, there will be no splitting of that position into two or more part-time positions without the prior agreement of the union, such agreement not to be unreasonably withheld.

(b) Preference will be given to employees with the most seniority in filling all part-time vacancies. The vacancy shall be filled by allocating shifts among employees who have indicated their wish for more hours, to a maximum of 60 paid hours per 2 week pay period for each employee, provided these employees have the necessary qualifications and provided the additional shifts do not conflict with the employee's current schedule. All part-time vacancies are not to be split and are to be filled by one employee only.

#### **ARTICLE 18 - HOURS OF WORK**

**18.01** 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.

**18.02** The normal work day shall be seven and one-half (7 1/2) hours and the work week shall be thirty-seven and one-half (37 1/2) hours, averaged over a two (2) week period.

**18.03** The meal period shall be an uninterrupted period of one-half (1/2) hour, except in cases of emergency. Employees who wish, may leave the premises during an unpaid meal period provided they punch the time clock when leaving and returning.

#### **18.04 Schedules**

A schedule shall be established within each department to suit the needs of the department. Schedules are to be for a period of one (1) month, posted two (2) weeks in advance. Once established, schedules shall not be changed without mutual consent of the parties. In establishing such schedules, the following guidelines shall be followed as reasonably as possible:

- the maximum number of weekends off
- the minimum number of split shifts
- the maximum number of consecutive days off
- the maximum time possible between shift changes
- the minimum number of shift changes
- the minimum number of consecutive shifts
- the minimum rotation of shifts

No employee shall be scheduled for or obtain by call-in, more than 6 consecutive days of work unless mutually agreed by the parties, or unless mutually agreed by two (2) employees exchanging shifts in accordance with article 18.13.

No employee shall work more than a maximum of 90 hours in any two (2) week period, including overtime.

Part time employees scheduled to work for less than sixty (60) hours bi-weekly, and who wish to be scheduled to work more weekends to complement his/her scheduled hours, shall be scheduled ahead of a junior employee provided the employee previously notified the employer in writing.

- (a) When the schedule is prepared, it shall reflect as much as possible the previous schedule, taking into account the operating requirements of the Home. Short term absences of employees will be filled by offering the work to employees by seniority, in accordance with Article 18.11. Employee requests for specific days off must be submitted to the department head one week prior to the preparation of the schedule.
- (b) The employer will provide a copy of the work schedules to the Unit Chairperson when they are originally posted.
- (c) Part time employees only may apply in writing to reduce their number of scheduled shifts. The notice must be given four (4) weeks in advance of the



posting of the schedule and it is understood that this reduction will be for a minimum period of six (6) months, or until a further vacancy is available. An employee who exercises this right may not apply on any vacancies for a period of six (6) months. The six (6) month period the employee can't apply on another vacancy doesn't apply to an employee who has been awarded a job posting with fewer hours. It only applies when an employee opted to reduce its schedule shifts by dropping shifts. The shifts made available will be posted, and such posting shall indicate the duration of the reduction and whether the posting is temporary or permanent.

Employees who apply to reduce their shifts, as per this paragraph, shall not be permitted to drop their hours such that they are no longer scheduled every second weekend.

- (d) Full-time employees entitled to reduce to nine (7.5 hrs) shifts.

**18.05** Employees shall be entitled to a fifteen (15) minute rest period in each half shift worked.

**18.06** All time worked, beyond the normal work day, or beyond the average of thirty-seven and one-half (37 1/2) hours per week in a two (2) week cycle shall be considered as overtime hours worked. Overtime periods of five (5) minutes or less, for report, need not be paid for. All overtime must be authorized by the Administrator or her designate.

Mandatory in-service education and committee meetings shall not constitute overtime work and will not be paid at the overtime rate unless required by the Ontario Employment Standards Act. However, employees must attend these meetings and shall be paid regular wages. Employees shall not be required to attend mandatory in-service meetings during their vacation time off.

Employees who attend staff meetings, which are not mandatory, and arrive on time, shall be paid at their regular rate.

**18.07** Overtime shall be compensated at the rate of time and one-half (1 1/2) times the employee's straight time hourly rate.

**18.08** Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked unless mutually agreed.

An employee who has worked a full shift of overtime before or after their scheduled shift and who has made an arrangement with their supervisor to be off the following day (which means the 1<sup>st</sup> day shift, evening shift or night shift following the completion of the double shift worked), will not lose their overtime premium wage rate for hours worked in excess of their scheduled shift.

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

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

Where an employee is authorized or required to work for a period of at least 4 hrs duration beyond her normal shift she will be provided with a meal.


**18.11**

(a) Any overtime shall, as far as practicably possible, be divided equally among employees qualified and willing to perform the work. In the event the Home is unable to obtain sufficient personnel who are willing and qualified to perform such work, the Home shall have the right to schedule the junior employees qualified to perform the work.

(b) **Call-In List**

For the purpose of call-in only, the Employer shall maintain two call-in lists, one for nursing and one for non-nursing classifications. Such list shall be posted in the nursing station. Call-ins in the nursing classification shall be conducted on a rotational basis, and call-ins in the non-nursing classifications shall be conducted on a seniority basis. The administrator is to be informed of any changes to call-in schedule on an ongoing basis. All weekly schedules shall be well documented.

Upon ratification, this amendment here above shall be in place for a trial period of twelve (12) months, following which the Home shall have the





right to make the decision to revert back to the language as described in article 18.11b).

Should the Home decide to revert back to the original language, it will advise the union in writing of its reasons why, and a meeting will be arranged with the union to review and discuss alternatives before a change is to become effective.

For the purposes of the Call-in List employees will be able to provide two telephone numbers only and there shall be no waiting period to proceed to the next number. The first employee to respond after being called will be given the shift.

**18.12** Those employees presently on a permanent day, evening or night shift may remain on them. An employee may apply for permanent day, evening or night shift should a vacancy occur.

**18.13** Employees doing the same job shall be permitted to exchange shifts, provided that:

-notice is given at least one (1) day in advance;

-there is no increase in cost to the Home and no overtime incurred as a result.

-has to be approved by the department head or designate at least 24 hours in advance of the shift exchange. Approval will not be unreasonably withheld.

The replacement employee becomes responsible for the shift.

Once employees have switched a shift there will be no further switching of those shifts by either employee.

Full time employees can permanently exchange position with another full time employee providing they are working the same shift (e.g. day for day).

Part time employees can permanently exchange a permanent shift with another part time employee providing they are working the same shift (e.g. day for day, evening for evening and night for night) and provided that there is no increase or reduction in the total amount of hours they work per two week period.



**18.14** An employee may elect to receive time off at the applicable overtime rate in lieu of payment of said overtime. Such time off to be taken at a time agreed upon between the employee and his immediate supervisor.

**18.15** The provisions of articles 18.04, and 18.14 do not apply to relief part-time employees or students, and they shall be scheduled on an "as needed" basis.

**18.16** Regular part-time employees will be called in rotation according to the seniority list for all available hours before relief part-time employees are called in to work.

**18.17** Employees shall receive a premium of thirty-five (\$0.35) cents per hour for each hour worked on the night shift. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

Effective August 28, 2009 all hours worked between Friday at 2300 hours and Sunday at 2300 hours shall be subject to week-end premium of fifteen (\$0.15) cents per hour worked.

**18.18** Where there is neither an RN nor a Supervisory employee, who is a Registered Nurse in the building and there is an RPN in the building, the senior RPN who is designated to be in charge of the building shall receive an allowance of twelve dollars(\$12.00) for each shift.

**18.19** Employees have the right to give away shifts to a maximum of two (2) consecutive shifts after the schedule is posted however the responsibility of finding a replacement is incumbent on the employee. The employee must follow the following procedure; prepare a notice to be posted in the staff room signed and dated by the department head or designate a minimum of seven days prior to the scheduled effected date. The shift will then be posted for a period of five (5) consecutive days. Interested employees will sign their name on the posting. The give away shift will be given out by seniority, the employee to be granted the shift will be notified two days prior to the effected date by the employee giving away the shift. The sheet will then be given to the DOC.

Employees will be limited to giving away a weekend shift only once in a monthly schedule period. A weekend shift shall be a shift between Friday at 23:00 hours and Sunday at 23:00 hours.

An employee accepting a give away shift shall be prevented from switching that shift with another employee, or from giving it away.





**ARTICLE 19 - PAID HOLIDAYS**

**19.01 (a)** The following paid holidays, regardless of when they fall, will be granted with pay to all employees:

New Year's Day  
Good Friday  
Victoria Day  
Dominion Day  
Remembrance Day  
Family Day

Labour Day  
Christmas Day  
Thanksgiving Day  
Boxing Day  
Civic Holiday

(b) The employee's birthday will be additional paid holiday which shall be taken on the birthday, or within thirty (30) days of such date. The employee should inform the supervisor of the date requested, at least five (5) days before the schedule is posted.

**19.02** When an employee is required to work on a paid holiday as described herein, he shall be entitled to receive, in addition to his holiday pay, one and a half times (150%) of regular wages for that day of work.

**19.03**

(a) For the purpose of this clause, an employee will be treated as if she were working her normally assigned shifts if she is absent on a compensable leave of absence;

If an employee earns wages on a minimum of ten (10), seven point five (7.5) hour shifts or five (5), eleven (11) hour shifts in the 4 weeks preceding the paid holiday, they shall be entitled to a regular day's pay.

For those employees who have earned wages on at least ten (10) shifts in the 4 weeks preceding the paid holidays, but not captured in the above paragraph, their entitlement shall be calculated by adding the total number of hours worked in the



aforementioned 4 weeks period, and dividing by the number of shifts actually worked.

If an employee has not met the above requirements, the holiday pay will be calculated as follows: The total number of hours earned in the 4 weeks preceding the holiday, divided by 20, equals the hours paid.

- (b) An employee is not eligible for statutory holiday pay if, having agreed to work on a public holiday, does not report for and perform the work without reasonable cause.

**19.04** When determined by the Home that employees who are available for work on Christmas and/or New Year's are not required, preference for time off shall be given in order of seniority.

In the event an employee works Christmas Eve, Christmas Day and Boxing Day, they will not be required to work New Year's Eve, New Year's Day and January 2<sup>nd</sup> and vice versa. In the event that an employee works only one or two of either Christmas Eve, Christmas Day or Boxing Day, they will not be required to work the one or two corresponding days, being New Year's Day or January 2<sup>nd</sup> and vice versa.

**19.05** An employee who works on one of the above-named holidays and who qualified for holiday pay, shall at her option receive:

- (1) her holiday pay, plus time and a half her regular straight time hourly rate of pay for all hours worked, or
- (2) time and a half her regular straight time hourly rate of pay for all hours worked, and in addition, an in-lieu day with equivalent holiday pay; such lieu day shall be taken at a time mutually agreed to between the employee and the Home.

**ARTICLE 20 - VACATIONS**

**20.01** The vacation year shall be from May 1st of one calendar year to April 30th in the following calendar year



- 20.02**
- (a) Employees with less than one (1) year of continuous service will receive four (4%) percent of earnings.
  - (b) After completion of one (1) year of continuous service - 2 weeks vacation with pay at four (4%) percent of earnings.
  - (c) After completion of three (3) years of continuous service -- 3 weeks vacation with pay at six (6%) percent of earnings.
  - (d) After completion of eight (8) years of continuous service -- 4 weeks vacation with pay at eight (8%) percent of earnings.
  - (e) After completion of thirteen (13) years of continuous service -- 5 weeks vacation with pay at ten (10%) percent of earnings.
  - (f) After completion of twenty five (25) years of continuous service - 6 weeks vacation with pay at twelve (12%) percent of earnings.

**20.03** An employee who leaves the employ of the Home shall receive all outstanding vacation pay to which they are entitled in accordance with the Collective Agreement.

**20.04** Vacation rates of pay for employees who leave their employ prior to the completion of six (6) months' service shall be dealt with in accordance with provisions of the Employment Standards Act, R.S.O. 1970, as amended.

**20.05** Should one or more holidays as set out in article 19.01 occur during an employee's vacation, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off at a mutually agreed time.

**20.06**

In drawing up vacation schedules, it is recognized that work requirements must be given full consideration. The Home shall endeavour to meet the wishes of the individual employee, who has requested a block of two (2) weeks of vacation, and in cases where vacation periods requested conflict, preference will be given to employees in order of departmental seniority.

The Home will post a summer vacation schedule for the month of June, July, August and September on or before March 15<sup>th</sup>, which schedule will remain posted until March 31<sup>st</sup>, and the final vacation schedule for June, July, August and September shall be posted by May 1<sup>st</sup>. For the rest of the months, choice of vacation must be made at least two (2) weeks before the schedule in question comes out. These schedules, once posted, shall not be altered except on mutual agreement between the parties. Employees will not be permitted to schedule more than three (3) weeks vacation during the months of June, July and August.

In the event that the two (2) week block of vacation selected by the employee cannot be granted, the Home will make reasonable efforts to contact the employee before the schedule is posted with proposed alternate dates for their two (2) week vacation.

Full time employees who are entitled to more than two (2) weeks of vacation may opt to receive vacation pay for one (1) of their respective remaining week of vacation.

Part time employees who are entitled to more than two (2) weeks of vacation and who have vacation entitlement remaining on April 30<sup>th</sup>, shall receive outstanding vacation pay for their respective 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> week of vacation.

All employees must take whole weeks of vacation entitlement.

The number of employees on vacation at the same time in a particular department shall remain at the discretion of the Home. Acting reasonably, the Home will endeavour to maintain the current level of employees off on vacation.

Whenever an employee has been refused a vacation request and the employee was able to switch shifts which will allow him/her to have seven (7) or more straight calendar days off, shall be given a one (1) week vacation pay when requested in writing. This will count as a whole vacation time off. Employees wishing to get paid before block of time off shall submit their request with sufficient notice

**20.07** Should an employee be on sick leave prior to a scheduled vacation period, and the illness extends into the vacation period, or if an employee is hospitalized during the vacation period, the employee shall be considered to be on sick leave (subject to the employee providing proof to the employer) until she returns to work when the vacation period will be rescheduled. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.





**20.08** Vacation entitlement for part-time employees is to be calculated on hours of service, 1750 hours = 1 year.

**20.09** A statement will be issued on April 30<sup>th</sup> of each year to employees indicating the amount of vacation owed and the pay shall be divided by the number of weeks employees are entitled to receive. For each vacation period taken, vacation pay will coincide with regular pay periods and will be given to employees on the regular pay day of their scheduled vacation.

#### **ARTICLE 21 - HEALTH AND WELFARE**

**21.01** Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act.

- (1) Sick leave with pay will be granted to all full-time employees. Sick leave shall accumulate for employees on probation, however, such employees shall not be allowed to use sick leave credits until completion of the probationary period.
- (2) Sick leave shall be accumulated at the rate of 8.5 hours for each 150.00 hours of service.
- (3) Employees will be entitled to accumulate sick leave credits to a maximum of 500 hours.  
  
Accumulation of sick leave hours shall be limited to 500 hours.
- (4) To be eligible for paid sick leave the employee must notify management at least one and one-half (1.5) hours prior to the scheduled shift for the day shift, and two (2) hours prior to the scheduled shift for the evening and night shifts. To be eligible to be paid sick leave, the Home may request a medical certificate as proof of illness after three (3) consecutive days of illness.
- (5) An employee on a paid leave of absence shall be allowed to accumulate sick leave credits.
- (6) An employee who becomes ill during her shift and is unable to continue working can use sick credits for



remainder of shift and only the number of hours used will be deducted from her sick leave bank.

- (7) Each 3 months, the Home will issue a statement of sick leave credits used and accumulated to each employee.
- (8) An employee may use accumulated sick leave in case of family emergency i.e. the illness of a child. Proof must be provided of the emergency.

### **21.02** Reporting of Illness

For each occasion of illness, the employee shall be required to report as soon as reasonably possible such illness but no later than one and one-half (1.5) hours before the scheduled day shift and two (2) hours prior to the scheduled evening or night shift; absolute incapacity excepted. If the employee does not abide by this time notification, no pay will be allowed.

Employees will be required to report their illness to a supervisor by telephone personally, absolute incapacity excepted. An employee who has reported that she will be unable to attend work due to illness will not be required or expected to report to work until she is well again, subject to a daily reporting until a medical certificate is obtained. This certificate will be obtained after three (3) consecutive days of illness or the employer has the right to request a medical certificate for an absence before or after the employee's vacation.

**21.03** In lieu of the benefits provided for in this article, part-time employees shall receive a supplement of nine(9%)percent of pay for all hours worked.

Part-time employees may elect to participate in any of the benefits. They will receive their percentage pay in lieu of benefits as per Article 21.04, and have the full amount of premium for the benefits they participate in deducted from their pays by-weekly.

**21.04** (a) The Home agrees to provide a life insurance policy in the amount of \$30,000 each employee (including AD&D), \$5,000 spouse, and \$2,500 for each child, which shall be paid 100% by the Employer.





- (b) The current major medical plan will be continued, and provides the following benefits. Premiums will be paid 90% by the Employer.
- semi-private hospital room, no deductible,
  - vision care - \$300/24 months, no deductible or coinsurance, so long as 5 people are enrolled; less than five (5) people, \$100/24 months
  - no deductible,
  - coinsurance: 80% on covered medical expenses.
- (c) Long Term Disability, commencing after a waiting period of 120 days after the date on which the employee was certified as disabled. 66 2/3% of the first \$2,500 of monthly salary; 50% of the next \$4,000 and 40% of the excess, as per the plan document. The premiums for Long Term Disability are paid 100% by the employee.
- (d) A Dental Plan providing the following benefits:
- Basic Services
  - 25/50 deductible per calendar year
  - 80% co-payment
  - 90% premiums paid by employer
- (e) Full time employees are not required to contribute to the above mentioned benefits if they have proof of coverage elsewhere, with the exception of Long Term Disability.

**21.05** The employer shall arrange to have provided to each employee participating, a copy of the current information booklet(s) for those benefits provided under this article.

**21.06** The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto, unless required by the Ministry of Health.

In this event, and subject to any applicable legislation, the Employer will reimburse up to a maximum of \$20 for the cost of the medical certificate, additional to OHIP coverage, upon presentation of a paid receipt from the doctor by the employee to the administrator.



**21.07 RETIREMENT SAVINGS PLAN**

The Retirement Savings Plan as outlined below will be continued:

- (a) The Employer will match employee's contributions to a maximum of 4% of salary.
- (b) Employees have the option to participate at 1%, 2%, 3%, 3.5%, 4% or not at all. Employees may enroll or change contribution option in December or June of each year, but may discontinue at any time.
- (c) The option to participate applies to all employees as defined in Article 1.02 (a), (b), (c).
- (d) The plan carrier will be the USW District Six Savings Plan. The USW District Six Savings Plan is offered and endorsed by the USW. The Plan administrator is Renaissance Investments.
- (e) The amounts deducted from the employee's pay cheques, as well as the amounts contributed by the employer, will be remitted to Renaissance Investments no later than the 15th day of the following month.

Each remittance shall include a list of names of employees on whose behalf remittances are being made, their S.I.N.'s, the amount which the employer is contributing, and the amount which the employee is contributing.

- (f) The information referred to in (e) above will be made available to the Union upon request.
- (g)

**The remittance will be made payable to the order of Renaissance Investments and forwarded to:**

**Renaissance Investments  
 Attention: ATL Operations  
 re: USW District Six Savings Plan  
 1500 University Avenue  
 Suite 800  
 Montreal, QC  
 H3A 3S5**

**ARTICLE 22 - LEAVE OF ABSENCE**

**22.01** The Home may grant leave of absence with or without pay if an employee requests it, in writing, at least ten (10) working days in advance from the Director and if the leave of absence is for good and legitimate reason and does not unreasonably interfere with the efficient operation of the Home. In cases of emergency where the employee could not foresee the need to request the leave (e.g. Medical emergency in the immediate family) the leave will in any case be granted. The employer retains the discretion to request proof. This provision does not apply to relief part-time employees.

**22.02** Leave of absence without pay will be granted to attend union conventions or conferences, and no more than two (2) persons per Home shall be granted leave at any one time. Requests for such leave are to be given to the Administrator at least five (5) working days in advance, or as soon as possible.

The Employer will pay the employee her regular wage and invoice the Local Union on a monthly basis. The Local Union will reimburse for the wage, including payroll taxes, vacation pay, and uniform allowance.

**22.03** An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority and without pay, for a period of one (1) year.

**22.04 (a)** If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.

(b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses. If the employee resigns following the completion of the course, he or she will be required to pay back the following percentage of the tuition fee:

- Less than 6 months following completion: 100%
- Greater than 6 months, to 12 months: 75%
- Greater than 12 months, to 18 months: 50%
- Greater than 18 months, to 24 months: 25%
- Greater than 24 months: 0%

- (c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants, when applying, must indicate the date of departure and specific date of return. Seniority will accumulate in accordance with Clause 14.01 during this leave.

**22.05**      Time Off for Elections

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

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

**22.07**      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 22.15, Parental Leave.

- (d) Notwithstanding Article 22.07 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

Effective June 1, 2007 an employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between sixty-five percent (65%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed sixty-five percent (65%) of the employee's regular weekly earnings.

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.



The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

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

**22.08**

An employee who does not apply for leave of absence under Article 22.07 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 22.07 (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.

**22.09**

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.

**22.10**

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.

**22.11** 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 22.10.

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

**22.13** 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.

**22.14** Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 22.15 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

**22.15** 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 giving the employer written notice at least four (4) weeks before the last day of the leave.

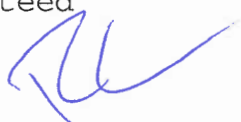
(e) Notwithstanding Article 22.15 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

Effective June 1, 2007 an employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between sixty-five percent (65% of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed sixty-five percent (65%) of the employee's regular weekly earnings.

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

Other Income - Payments in respect of guaranteed



annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the two (2) week employment insurance waiting period (if any) and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

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

(f) For the purposes of parental leave under Article 22.15 Parental Leave, the provisions under 22.06, 22.09, 22.10, 22.11, 22.12, 22.13 and 22.14 shall also apply.

**22.16** Effective June 1, 2008 Pregnancy and parental leave Articles 22.07 and 22.15 supplemental Employment Insurance Benefit shall be increased to seventy-five (75%) percent.

**22.17** Family Medical Leave

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





**ARTICLE 23 - BEREAVEMENT LEAVE****23.01**

In the event of the death in an employee's family, the employee will be granted a leave of absence with pay up to a maximum of three (3) scheduled working days to arrange for and/or attend the funeral. The term "member of an employee's family" means a child, parent, brother, sister, spouse, including common-law spouse. A further one (1) day will be added to the above three (3) days in the event of a death of a child or spouse, including common-law spouse. Further, a maximum of two (2) scheduled working days will be granted in the event of the death of a father-in-law, mother-in-law or grandchild including common law father-in-law, common-law mother-in-law or common-law grandchild, in order to attend the funeral.


In the event of the death of a grandparent, uncle, aunt, brother-in-law, sister-in-law, nephew or niece, a maximum of one (1) scheduled working day will be granted to attend the funeral.

Where it is necessary for an employee to travel a distance of a minimum of 240 kilometers (one way) to attend the funeral, the employee will be granted up to four (4) additional unpaid leave days.

Where the employee involved is scheduled to work the night shift, she shall, for the purpose of this article, be excused where necessary on the shifts preceding and following the funeral.

**ARTICLE 24 - PAID JURY DUTY**

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





**ARTICLE 25 - MISCELLANEOUS**

**25.01** The Home and the Union agree to share equally the cost of translation and printing of the collective agreement in booklet form. In case of any dispute, the English version shall be official.

**25.02** Any mutually agreed changes to this collective agreement before being effective shall be made in writing and signed by the International and Home representative and then shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

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

**25.04** Uniform Allowance

A uniform allowance of twenty (20) cents per hour worked will be paid to all employees who are required by the Home to wear a uniform. The amount will be paid to employees on a separate cheque on or about December 1 of each year.

**25.05** The Employer will continue to furnish and maintain the usual equipment for the employees lunch room.

**ARTICLE 26 - RETIREMENT AND TERMINATION**

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

**ARTICLE 27 - BULLETIN BOARDS**

**27.01** The Home shall provide appropriate bulletin boards upon which the Union shall have the right to post notices of interest to its members. All notices posted by the Union shall be initialed by a representative of the Union and the Home and shall be related to Union business.

**ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY**

**28.01** The Home and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.

There is an obligation on the employee to immediately report to their supervisor any work related injury at the time the injury occurs or at the time the symptoms become known to them.

**28.02** Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least two (2) representatives selected or appointed by the Union from amongst bargaining unit employees, one (1) to be selected as co-chair.

**28.03** 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.

Such committee shall investigate promptly all accidents and any unsafe conditions or practices which may be reported to it. Such investigation shall include accidents which might have caused injury to a worker whether or not such injury occurred. The Union will be given a copy of the WSIB Form 7, and any attachments, in the event of a work-related accident or illness.

**28.04** The Home agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its functions.

**28.05** Meetings and workplace inspections shall be held every month or more frequently at the call of either co-chair. The committee shall maintain minutes of all meetings. Minutes of meetings must be approved by both the employer and union co-chairs, and distributed to committee members.

**28.06** Time off for such representative(s) to attend meetings of the Accident Prevention-Health and Safety Committee in accordance with the foregoing shall be granted and time spent shall be paid in accordance with the Occupational Health and Safety Act.

**28.07** The Home and the Union agree to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and regulations. Both parties agree to abide by the



Occupational Health and Safety Act of Ontario, in effect on November 17, 1998, and regulations thereunder.

**28.08** The Employer shall supply at no cost to the employees all protective clothing and other devices required by the employer to protect employees from injuries arising from their employment with the Employer.

**28.09** No disciplinary action shall be taken against any employee by reason of the fact that she has exercised the right conferred upon her under the Act respecting occupational health and safety.

**28.10** The Joint Committee will also be mandated to study and make recommendations concerning the environmental safety and efficiency of operations.

**28.11** One (1) Employer and one (1) Union member of the Joint Committee shall receive the core certification training given by the Workers' Health and Safety Centre.

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

**28.12** The parties agree that if incidents involving aggressive clients' action occur, such action will be recorded and reviewed at the Health and Safety Committee meetings. The Employer will use its best efforts and available resources to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

#### **ARTICLE 29 - JOB SECURITY AND JOB RECLASSIFICATION**

**29.01** When a new classification (which is covered by the terms of this collective agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided



in the agreement within fifteen (15) days of such meeting. The decision of the arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

### **ARTICLE 30 - WAGES**

**30.01** At the time of hiring, each new employee shall receive a letter stating his starting salary and classification.

**30.02** Employees, excluding students and relief part-time employees, who are scheduled to report for any shift will be guaranteed at least four (4) hours of work, or if work is not available will be paid at least four (4) hours when work is not available due to conditions beyond the control of the Home. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

**30.03 (a)** The Home shall pay salaries and wages by-weekly by direct deposit into each employee's banking institution. Pay statements shall be issued to employees every 2nd Friday.

Summary pay statements shall be issued on the 1<sup>st</sup> pay issued in June and December of each year. The statement shall include gross earning, total of deductions, vacation pay paid, vacation pay owed and if possible using the current system total hours accumulated.

(b) If there is an error by management resulting in an error of one (1) shift (short or long) or more in an employee's pay, it will be corrected within forty-eight (48) hours of being brought to the attention of management by the issuing of a separate cheque.

**30.04 (a)** Wages and Classifications are as set out per the attached Schedule "A".

(b)

Wages and RSSP contributions are retroactive to June 8, 2012 for all hours paid for all employees who have completed their probationary period. However, employees who have left the employ of the





Home will be paid only if they claim their retroactive payment themselves or through the Union.

All Pay Equity monies are to be rolled into the base hourly rate.

#### **ARTICLE 31 - HUMANITY FUND**

**31.01** The Home agrees to deduct on a weekly basis the amount of \$0.01 cents per hour from the wages of employees in the Bargaining Unit for all hours worked, and remit such funds on a quarterly basis to the Humanity Fund: United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

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

#### **ARTICLE 32 - VACCINE**

##### **32.01** Influenza Vaccine

The employer may request all employees voluntarily submit to annual vaccinations for influenza. Such vaccinations shall be provided at no cost to the employee.

The parties shall jointly encourage all employees to participate and distribute any educational materials made available.

The employer agrees that if any employee gets sick as a result of the vaccination with proof of illness from a medical practitioner, she may apply for WSIB without opposition from the employer.





Employees who are unable to accept the vaccination or comparable treatment, by reason which is documented by a medical practitioner, or by reasons of religious accommodation, or who do not wish to take either treatment, will not be scheduled nor assigned to work during a declared outbreak by the Ministry of Health/Public Health.

Employees who are unable to accept the vaccination by reason which is documented by a medical practitioner and agree to take a course of antiviral medication for influenza, shall have the cost of such medication covered by the Employer as set out herein, if the costs are not covered by some other source. The Employer will cover the cost of the 1<sup>st</sup> ten (10) days supply of anti viral medication up to a maximum of fifty (\$50.00) dollars.


The parties agree that employees who do not wish to accept the vaccination or comparable treatment, shall during an outbreak declared by the Ministry of Health/Public Health, be granted time off without pay and shall not receive any disciplinary measures associated with their choice of non-participation. If an employee is placed on such unpaid leave, she may use vacation pay credits or sick credits, if available, in order to reduce her lost wages.

The above is subject to the Ministry of Health/Public Health legislating the requirement that all employees be vaccinated for influenza as a condition of employment in a long term care facility.

### **32.02** Hepatitis B Vaccine

Where there is a risk of employees being exposed to Hepatitis B and where said employees are not already protected by an active vaccine, the Home will arrange to have the cost of the vaccination and vaccine covered by the Extended Health Care Plan for those who are enrolled, subject to the terms of the Carrier.

For those who are not enrolled in the plan, the Home will share the cost of the vaccine and vaccination with the employee on a 50/50 basis to a maximum of \$37.50 and must be obtained at the local Health Unit. This does not apply to employees who are covered elsewhere.



The Home will attempt to negotiate the best possible price for the vaccine with the local Health Unit

**ARTICLE 33 - TERMINATION OF AGREEMENT**

**33.01**      Duration of Term of Agreement

This agreement shall be binding and remain in effect from June 8, 2014 to June 7, 2016 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to June 7, 2016 that it desires its termination or amendment.

SIGNED at Ottawa this 05 day of Oct, 2015.

FOR THE HOME

Diane Pelletier  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

Diane Garipey  
Sylvie Lumbley  
Robert

## SCHEDULE "A"

All wages include pay equity adjustments of 1.50

Night Shift Premium \$0.35

Weekend Shift Premium \$0.15

\*The term "Aide" includes Laundry Aide, Housekeeping Aide, and Kitchen Aide, each of which are deemed to be separate classifications.

Effective June 08, 2014

(An increase of 1.5%)

	Start	Year 1	Year 2
Nurses's Aide	\$19.38	\$19.85	\$20.32
Aide*	\$19.07	\$19.53	\$20.02
Cook	\$19.69	\$20.14	\$20.63
H.C.A.	\$19.59	\$20.06	\$20.53
R.P.N.	\$22.40	\$22.85	\$23.30

Part-Time

(includes in-lieu  
for benefits)

Effective June 08, 2014

	Start	Year 1	Year 2
Nurse's Aide	\$21.12	\$21.64	\$22.14
Aide*	\$20.79	\$21.28	\$21.82
Cook	\$21.46	\$21.95	\$22.49
H.C.A.	\$21.36	\$21.85	\$22.38
R.P.N.	\$24.42	\$24.92	\$25.40

Effective June 08, 2015

(An increase of 1.3%)

	Start	Year 1	Year 2
Nurses's Aide	\$19.63	\$20.11	\$20.58
Aide*	\$19.32	\$19.78	\$20.28
Cook	\$19.95	\$20.40	\$20.90
H.C.A.	\$19.84	\$20.32	\$20.80
R.P.N.	\$22.69	\$23.14	\$23.61

Part-Time (includes in-lieu  
for benefits)

Effective June 08, 2015

	Start	Year 1	Year 2
Nurse's Aide	\$21.40	\$21.92	\$22.42
Aide*	\$21.06	\$21.56	\$22.11
Cook	\$21.74	\$22.24	\$22.78
H.C.A.	\$21.63	\$22.14	\$22.67
R.P.N.	\$24.74	\$25.24	\$25.73

A lump sum payment equal to one percent (1%) of wages calculated based on all hours paid, including vacation pay, for the period June 7, 2011 to June 8, 2012. This payment is to be made by separate cheque within thirty days of the date of the Award (January 10<sup>th</sup>, 2014).

A further lump sum payment equal to one percent (1%) of wages calculated based on all hours paid, including vacation pay, for the period June 7, 2012 to June 8, 2013 to be paid by separate cheque no later than June 30 2014.

**LETTER OF AGREEMENT**

between

**PINECREST NURSING HOME**  
(the Employer)

and

**UNITED STEELWORKERS OF AMERICA**  
(the Union)

- All documentation, rules and regulations, postings, etc., to be furnished in both official languages.
- Employees and the Home are to respect the confidentiality of personal information.
- Article 19.03(a) of the Collective Agreement will be amended for all employees assigned to the "11 hour shift", such that 1 day worked while on 11 hours counts as 1.5 days for the purpose of the accumulation of the 75 or more qualifying hours in a 4 week period.
- Notwithstanding Article 1.02 (a) and (b), employees who were classified as full-time as of October 19, 1995 will retain that status so long as they regularly work more than 24 hours per week.

SIGNED THIS 05 DAY OF October, 2015.

Diane Pelletier

PINECREST NURSING HOME

Stonau Pelletier

UNITED STEELWORKERS