

Collective Agreement

~between~

2002035 Ontario Inc C.O.B.
as the Carlisle



THE CARLISLE

~and~

The Canadian Union of Public Employees,
and its Local 1404.01

CUPE·SCFP

July 1, 2019 – June 30, 2021

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- 1) to foster and maintain relations between the Employer and the Union which provide settled and just conditions of employment.
- 2) to promote the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- 3) to encourage efficiency in operations to ensure the best possible care for the residents of the facility.
- 4) to promote the morale, well being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing; it is the exclusive function of the Employer:

- a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents of the retirement home.
- b) to maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies, and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time.
- c) to hire, discharge, transfer, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion, or classification, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- d) to have the right to plan, direct and control the work and direction of employees and the operation of the retirement home subject to the terms of this Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Employer, 2002035 Ontario Inc. C.O.B. as The Carlisle in the City of Hamilton, hereby recognizes the Canadian Union of Public Employees and its Local 1404.01 as the sole and exclusive collective bargaining agent for all of its employees save and except the Resident Service Manager, Office Coordinator, Food Service Manager,

Community Relations Manager and persons above the rank of Manager.

3.02 No Other Agreement

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

ARTICLE 4 - CONTRACTING OUT

4.01 Work of the Bargaining Unit

- a) Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases mutually agreed.
- b) It is further agreed that the Employer shall contact the Union as soon as it becomes aware it must contract out work and advise of the reason that the work is being contracting out. It is further understood that such contracting out may become the subject of a grievance.

ARTICLE 5 - COMMITTEES

For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

5.01 Union Stewards and Grievance Committee

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect two (2) stewards, whose duties shall be to assist any employee whom the steward represents, in preparing, processing and in presenting her grievance in accordance with the grievance procedure.
- b) The Union shall notify the Employer in writing of the name of each steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

5.02 Grievance Committee

The Grievance Committee shall be composed of two (2) stewards of the bargaining unit and shall include the Chief Steward of the Local Union. It is further agreed that the Employer shall recognize the Chief Steward in the event they are not employed by The Carlisle. For clarity it is further agreed that meetings between the parties shall not be unreasonably delayed in the event the Chief Steward is not an employee of The Carlisle.

5.03 Negotiating Committee

- a) The Union Negotiations Committee may leave work without loss of basic pay to attend negotiations between Union and Management, up to conciliation and

inclusive of interest arbitration.

- b) Employees who are required to attend negotiations on their regularly scheduled day off, shall be paid at their straight time hourly rate, regardless of the number of hours worked in the pay period, to a maximum of 7.5 hours. In the event that negotiations extend beyond 7.5 hours on the employee's scheduled day off, there shall be no further compensation paid or owing to the employee. Such employees will, however, be granted a lieu day off without pay within the same pay period.
- c) In the period 6 months prior to the termination of the collective agreement, each member of the bargaining committee shall be entitled to two (2) days union leave to prepare for negotiations in addition to those covered by Article 16.

5.04 Labour/Management Committee

A Labour/Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees. The employee representatives may invite the Local President or designate and National Representative to attend such meetings.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the parties.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

The Committee shall meet every three (3) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee to a maximum of two hours.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting. The Employer and the Union shall alternate taking minutes.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, grievances, or any matter of collective bargaining, including the administration of this Collective Agreement. For clarity it is understood that at no time shall grievances be discussed at the Labour Management Committee.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 6 - CORRESPONDENCE

6.01 a) Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator and the President of the Union or designate and the Unit Chair. Notwithstanding the foregoing all replies to grievances shall be sent from the Employer to the Steward and Chief Steward of the Union.

b) Representatives

The Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with the names of its supervisory personnel with whom the Union may be required to transact business.

c) All official documents regarding Local 1404.01 shall be signed by the President or official designate and Unit Chairperson.

ARTICLE 7 - NO STRIKES, NO LOCKOUTS

7.01 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 life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the *Hospital Labour Disputes Arbitration Act (HLDA)*) and Regulations.

ARTICLE 8 - NO DISCRIMINATION

8.01 No Discrimination

a) The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Employer. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, or restraint exercised or practiced by either of them or their representatives or members.

- b) It is agreed that the Union and the employees will not engage in union activities except as provided in this Agreement during working hours or hold meetings at any time on the premises of the Employer without the permission of the Executive Director.
- c) The Employer and the Union agree that they shall observe and support existing government legislation.

8.02 Human Rights Act

Any claim by an employee, the Union or the Employer pertaining to a violation of the *Constitution of Canada*, the *Human Rights Act*, or the *Employment Standards Act*, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the grievance procedure.

8.03 Discrimination and Harassment

An employee who claims that he/she has been discriminated against/sexually harassed and the issue is not resolved through established Employer policy shall be treated as a grievance commencing at Step 2 of the grievance process.

Where the person who is alleged to have discriminated or sexually harassed the employee is the person that would be responsible for administering the policy the claim shall be treated as a grievance commencing at Step 2 of the grievance process.

ARTICLE 9 - UNION MEMBERSHIP REQUIREMENT

9.01 All Employees to be Members

All employees of the Employer, as covered under Article 3.01, shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union upon date of hire.

9.02 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

9.03 a) The Union will identify as union dues a sum equal to the regular monthly amount, which will be deducted by the Employer from each employee covered by this Agreement, save and except persons employed under a special government program.

It is understood that any wages paid directly by The Carlisle to persons employed under government programs will be subject to union dues deductions. It is further understood that there will be no loss of hours for regular staff as a result of persons being employed under such programs.

b) **Direct Remittance**

Such dues shall be deducted bi-weekly and remitted to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the fifteenth (15th) day of the month following. Such deductions so remitted shall be accompanied by a list of those employees from whom such deductions have been made. Said list shall be copied to the Secretary-Treasurer of CUPE Local 1404.

- i) In the case of new employees hired after the effective date of this Agreement, check off of dues shall commence in the employee's first pay period following the date of employment.
 - ii) All offers of employment made to successful external applicants shall include information that a collective agreement is in effect and that source deductions will be made from their pay for union dues.
 - iii) The Employer further agrees to include an introductory presentation of not more than 15 minutes to unionized workers at the scheduled general orientation session. The Employer shall inform the Union in advance of the scheduled session so that arrangements can be made for a representative of the Union to attend without loss of pay.
 - iv) The Employer shall distribute to each new employee the Canadian Union of Public Employees Equality Statement and an information sheet outlining rights and duties of union membership as well as the employee's responsibilities and obligations to the Employer and to the Union. Such information sheet shall be prepared by the Union and made available to the Employer for distribution.
- c) The Union shall notify the Employer of any changes in the amount of the monthly union dues and such notification shall be the Employer's conclusive authority to make the deduction specified.
- d) In consideration of the deduction 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.
- e) At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of Union Dues paid by each Union member in the previous year.
- f) No employee may enter into a written or verbal agreement with the Employer or his/her representative which conflicts with the terms of this Collective Agreement.

ARTICLE 10 - GRIEVANCE COMMITTEE

10.01 The Employer acknowledges the right of the Union to appoint or otherwise select a grievance committee. The name of each of the stewards and the names of the

grievance committee, from time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been so notified.

10.02 Co-Operation of the Employer

The Employer undertakes to instruct all members of its administrative supervisor staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.

10.03 Co-Operation of the Union

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 an administrative supervisory capacity in carrying out the terms and requirements of this Agreement.

10.04 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer and that she/he will not leave her/his work during working hours except to perform her/his duties under this Agreement. Therefore, no steward shall leave his/her work without obtaining the permission of her/his immediate supervisor, whose permission shall not be unreasonably withheld. All time spent in performing such union duties shall be considered as time worked at straight time, unless otherwise agreed upon.

10.05 Representative of the Canadian Union of Public Employees

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees present in all matters arising between the Union and the Employer. The Union will provide the Employer with notice prior to attendance of the National Representative at any meetings with the Employer.

ARTICLE 11 - GRIEVANCE PROCEDURE

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have given their supervisor an opportunity to adjust the complaint. No grievance shall be considered where the event giving rise to it occurred or originated more than ten (10) days before the filing of the grievance.

11.01 Step #1

If an employee has an unsettled complaint affecting herself, regarding the interpretation, application, administration or alleged violation of this Agreement, the employee may take the matter up as a grievance within five (5) days after receiving an unsatisfactory reply to the complaint. The grievance shall contain a written statement of the particulars of the grievance and the redress sought. The Employer shall render his/her decision within five (5) working days after receipt of such notice.

11.02 Step #2

Failing settlement at Step #1, the Union may, within ten (10) days of receipt of the Administrator's reply, request a meeting between the parties. The Administrator shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement at Step #2 the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within fourteen (14) days after the decision has been given at Step #2. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to have been settled or abandoned, unless extended by mutual agreement of both parties.

11.03 The reference to days means all calendar days except Saturdays, Sundays, and public holidays. Any and all time limits may at any time be extended by written agreement between the Employer and the Union.

11.04 Within the terms of this Agreement, a Union or Employer "Policy Grievance" shall be defined as any difference between the Employer and the Union concerning the interpretation, application, administration, or alleged violation of any of the provisions of this Agreement, including a question of whether or not a matter is arbitrable. Such grievance shall be submitted in writing to the Administrator or to the Bargaining Unit Secretary, whichever is applicable, who shall convene a meeting of the parties within fourteen (14) calendar days of receipt of the grievance, at a mutually agreed to time.

The Administrator or the Bargaining Unit Secretary, whichever is applicable, shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement, the grievance may be submitted to arbitration if the request is made in writing to the other party within fourteen (14) days after the reply is given. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to be settled or abandoned. The time limits set forth in this Article may be extended by mutual agreement between the parties. No Union Policy Grievance shall be processed in the above manner which an employee could normally process as an individual employee grievance.

11.05 A "Group Grievance" is defined as a single grievance, signed by a steward or a CUPE Representative on behalf of a group of employees who have the same complaint. Such a 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. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

11.06 An employee who claims that he/she has been discriminated against/sexually harassed and the issue is not resolved through established employer policy shall be treated as a grievance commencing at Step 2 of the grievance process.

Where the person who is alleged to have discriminated or sexually harassed the employee is the person that would be responsible for administering the policy the claim shall be treated as a grievance commencing at Step 2 of the grievance process.

11.07 A claim by an employee who has completed the probationary period that she/he has been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator at Step #2 of the grievance procedure within five (5) days after the employee is made aware of the suspension or discharge. Such special grievances may be resolved by:

- a) confirming the Employer's action;
- b) reinstating the employee with or without full compensation for time lost;
- c) any other arrangement, which is just and equitable in the opinion of the conferring parties or through arbitration.

11.08 Mediation

Unresolved grievances may be referred to mediation upon mutual agreement of the parties. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally.

ARTICLE 12 - ARBITRATION

12.01 When either party requests that a grievance be submitted to a Board of Arbitration as provided under this Collective Agreement, it shall make such request in writing addressed to the other party and at the same time name its nominee.

Within five (5) days of the request being received, the other party shall name its nominee in writing.

Should the two (2) nominees be unable to select an arbitrator within seven (7) days then either party may request the Minister of Labour of the Province of Ontario to nominate a person to act as a chairperson at any time thereafter.

12.02 No person may be appointed as a nominee who had been involved in an attempt to negotiate or settle the grievance.

12.03 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expense of the chairperson of the Board of Arbitration.

12.04 The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this Agreement. In the event there is no majority decision, the decision of the chairperson shall govern.

12.05 Unless the collective agreement provides a specific penalty, in determining a discharge

case the Board of Arbitration shall have the authority to:

- a) affirm the Employer's action and dismiss the grievance;
- b) set aside the penalty imposed by the Employer and restore the grievor to his former position with or without compensation; or
- c) vary or alter the penalty imposed by the Employer or make such other determination as the Board in its discretion may deem just and reasonable; and/or
- d) have access to the Employer's premises to view working conditions or operations that may be relevant to the resolution of the grievance.

12.06 Notwithstanding the arbitration procedure outlined above, a grievance after the second step in grievance procedure may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the *Labour Relations Act* for appointment of a single arbitrator.

ARTICLE 13 - DISCHARGE, SUSPENSIONS AND UNION REPRESENTATION

13.01 Designation of Supervisor - every employee shall be notified of the name of her immediate designated supervisor.

13.02 In order to be valid as grounds for further disciplinary action, a written warning must be communicated to the employee within ten (10) days of the incident, which gave rise to the complaint.

13.03 An employee who has been dismissed during her/his shift shall be granted a reasonable period of time to meet with a steward, if available, before leaving the premises. The steward will obtain permission from her immediate supervisor and indicate the probable duration of her absence from her duties. Such permission will not be unreasonably withheld.

13.04 No letter of warning or other action shall be used for the purpose of taking or justifying disciplinary action against an employee unless a copy of such letter has been given to the employee concerned within seven (7) calendar days after the discovery of the occurrence which brought about the warning unless an extension has been requested due to the need for further investigation. The Unit Chairperson shall receive a copy of such letter no later than one (1) day after the employee concerned is notified. Discipline notices shall be expunged from employees' records eighteen (18) months after the incident if the record remains discipline free. Third party complaints of abuse and/or neglect not overturned by the grievance process or at Arbitration will remain on the file for twenty-four (24) months.

13.05 Provided an employee submits a request in writing, an employee shall be granted the opportunity to view her personnel file. Within five (5) working days of receipt of her request, the Executive Director will establish a time for the employee to view the file. An employee shall have the right to respond in writing to any documents contained therein.

Copies of disciplinary letters, evaluations and any personal documents originally provided by the employee will be supplied upon request.

13.06 Definition of Working Days

"Working day" as used in the grievance and arbitration procedure shall mean a day other than Saturday, Sunday, or a recognized holiday.

ARTICLE 14 - SENIORITY

14.01 Seniority as referred to in this Agreement shall mean the length of continuous service with the Employer and shall be on a bargaining unit wide basis. The seniority of employees shall be computed on the basis of hours actually worked within since their last date of hire. Employees will accumulate seniority on the basis of one (1) year for each 1820 hours paid.

- 14.02**
- a) A newly hired full-time employee shall be on probation for 450 working hours or three (3) months, whichever comes first, from the last date of hiring.
 - b) A newly hired part-time employee shall be on probation for 450 working hours worked or three (3) months, whichever occurs first. The probation period may be extended by mutual agreement between the Employer, the employee, and the Union by up to an additional two-hundred and fifty (250) hours or six (6) months, whichever occurs first. Such agreement shall be in writing.
 - c) The purpose of probation is to provide an opportunity for the Employer to determine whether an employee has the ability and qualities to become a reliable, competent employee and for the employee to determine whether the position is to her liking. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or dismissal.

14.03 Loss of Seniority

An employee's seniority and all benefits and all seniority rights shall cease, and the employee be deemed to be terminated if an employee:

- a) voluntarily quits.
- b) is discharged and such discharge is not reversed through the grievance and/or arbitration procedure.
- c) is absent for more than two (2) working days without notifying the Employer

unless such notification was not reasonably possible.

- d) fails to return to work within seven (7) calendar days following notice of recall from layoff after being notified by registered mail to do so.
- e) if laid off for a continuous period of more than twenty-four (24) months.
- f) is absent due to non-work related illness or disability for a period in excess of twenty-four (24) months.
- g) is absent due to work related illness or disability for a period in excess of twenty-four (24) months or in accordance with the *Workplace Safety and Insurance Act*.

14.04 A seniority list will be revised four (4) times per year. A copy of the seniority list will be posted in the workplace on the union bulletin board and a copy will be given to the Union.

ARTICLE 15 - FULL-TIME AND PART-TIME EMPLOYEES DEFINED

- 15.01** a) A full-time employee is one who regularly works forty-eight (48) hours or more bi-weekly on a regular and continuing basis.
- b) A part-time employee is one who regularly works less than forty-eight (48) hours bi-weekly.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition

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

16.02 Notice of Layoff

In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- a) provide the Union with no less than six (6) weeks written notice of the proposed layoff or elimination of position. This notice is not in addition to required notice as set out in (b) and (c) of this article.
- b) provide to the affected employee(s), if any, notice of layoff in accordance with the *Employment Standards Act*.
- c) such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided as above shall be considered notice to the Union of any subsequent layoff.

16.03 Layoff and Recall

In the event of layoff, the Home shall lay off employees in the reverse order of their seniority, within their classification, providing that they remain on the job employees who have the ability and qualifications to perform the work.

An employee who is subject to layoff shall have the right to either:

- a) accept the layoff; or
- b) opt to retire, if eligible under the terms of the pension plan, or
- c) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job and is qualified without training, other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 14.02.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (c) above.

It is understood that, at time of layoff, up to date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with 14.03 c). For the purpose of the operation of clause 14.03 c), laid off part-time employees shall not have the right to displace full-time employees.

16.04 Recall

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability and qualification to perform the work and provided such opening is first posted under the job posting procedure and has not been filled. In determining the ability and qualifications as required by law, as agreed between the parties, of an employee to perform the work for the purposes of the first sentence above, the Employer shall not act in an arbitrary manner.
- b) An employee recalled to work in a different classification from which he or she

was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

- c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.
- e) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed fifteen (15) working days, but less than six (6) weeks as provided in Article 15.01(b) of the collective agreement. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. In such cases the job posting provision of the Collective Agreement is not considered violated.

16.05 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

16.06 In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 16.02.

16.07 Laid off employees shall retain seniority, service and recall rights in accordance with Article 14.03 (e).

ARTICLE 17 - JOB POSTINGS AND VACANCIES

- 17.01** a) In this Article a vacancy means a position of employment within the bargaining unit which is not filled but does not include any such position which is expected to be of six (6) weeks or less duration.
- b) Temporary full-time vacancies of more than six weeks duration shall be posted. Such position shall be filled from applications received on the basis of seniority, provided the senior employee is qualified to perform the normal requirements of the job.

An employee who relieves in such a temporary position shall retain her status for a period of up to six (6) months, at which time the employee shall revert to her former position. If the temporary position still exists, it shall be reposted.

- c) In the event of long-term vacancies in part-time positions, the hours shall be divided evenly amongst the classification and department or filled on a temporary basis.

17.02 When a vacancy occurs the Employer shall post a notice of such vacancy on the bulletin board, the posting will indicate full-time or part-time, the classification and the required shift/shifts and the hourly rate of pay, as well as the minimum qualifications. It is further agreed that such notice shall be posted within seven (7) days of the vacancy occurring. It is further agreed that in the event the Employer cannot post the vacancy within the seven (7) days of the vacancy occurring they shall advise the union in writing stating the reason why the vacancy will not be posted.

17.03 When filling any vacancy, the Employer shall give preference to an applicant employee in the bargaining unit with the most seniority provided such employee has the ability to meet the normal requirements of the job and is qualified without training, other than orientation.

17.04 a) A vacancy shall be posted for seven (7) calendar days and be filled within seven (7) calendar days. Applicants shall notify the administrator or her designate in writing on forms supplied by the Employer within that time to be eligible. Except in cases when the normal operation of services might be affected, the successful applicant will be scheduled to the new position within seven (7) calendar days of the closing date of the posting.

- b) Notifications to the Union for extensions and/or early filling of job postings due to operational requirements will be communicated in writing, stating the reasons for such request to the Union for agreement in these cases.

17.05 a) The successful applicant shall be placed on trial in a new position for a period of one (1) month. Such position shall become permanent after the trial period unless the Employer feels that the employee is not suitable for the position, and it is required that she return to her former position. If the employee involved feels that she is not suitable for the position, she may exercise her right to return to her former position within the one (1) month trial period.

- b) In the event an employee returns, or is returned, to her former position, the employee will return without any loss of seniority or wages.

17.06 Employees, who are on vacation, may indicate in advance their desire, in writing, to apply for a posting if such a posting should occur during their vacation. In such a case the Employer shall fill the vacancy temporarily from within the bargaining unit.

17.07 a) Until the vacancy is filled via the above manner, the Employer shall fill the position, as it deems appropriate from within the bargaining unit based on seniority and ability.

- b) In the event that the Employer does not fill the vacancy as outlined in Article

17.04 a) they shall advise the Unit Chairperson in writing.

- c) The Unit Chairperson shall be notified in writing of all job postings, terminations of employment and disciplinary warnings.

17.08 Transfer to a Non-Bargaining Unit Position

- a) Employees may accept transfers to positions outside the scope of this Agreement for a period of up to one (1) year.
- b) In the event a bargaining unit employee accepts a temporary transfer outside the bargaining unit their accumulated seniority within the bargaining unit will be frozen for the duration of time temporarily transferred into a managerial position. The affected employee shall have the right to return to the bargaining unit at any time during the period of temporary transfer. On return to the bargaining unit, seniority accumulation will resume. For clarity, individuals who transfer into managerial positions will not accumulate seniority and as a result, their ranking on the seniority list may change.
- c) In the event the position outside of the bargaining unit is extended beyond 17.08 a) the affected employee's seniority will be lost and automatically adjusted down to four hundred and fifty (450) hours.

- 17.09** a) The Employer shall give notification to the employee and the Unit Chairperson within seven (7) calendar days of the date of appointment to a vacant position and the name of the successful applicant shall be posted on the bulletin board. Until a vacancy is filled by the above procedure the Employer may fill the vacancy in order of seniority.
- b) The Employer agrees to keep the Unit Chair advised in writing of specific changes in status of employees who are to have union dues deducted; employees who are to be laid off or recalled, or employees who have been discharged or disciplined.

17.10 Return to Work Provision

In the event an employee is returning from a leave of absence that is covered by UNUM, or from another leave of absence that has been authorized for an indefinite period of time, and such employee has not provided the Employer with at least seven (7) calendar days notice of her intention to return to work, she shall be placed on the "On Call List" until such time that the Employer posts a new schedule, at which time the employee will resume her regular work schedule. It is understood that if an opportunity arises for the employee to work all or part of her schedule in her own position while waiting for the new schedule to be posted, such opportunity will be offered to the employee provided such offer does not result in a violation of the collective agreement or in the payment of any premiums.

- 17.11** The Employer agrees to post any course data or seminar notifications, which come to its attention that may be of interest to the employees for the purpose of upgrading their skill levels relevant to their job classification. Any employee may make application

for any course that is posted through the Employer if a leave of absence is required. If more than one qualified employee applies for such leave, consideration shall be given to previous leaves of absence and all things being equal, seniority will prevail. It is understood that there will be no loss of seniority to any employee on a leave of absence for this purpose.

- 17.12** a) Employee's work performance may be evaluated by the employee's supervisor or her designate. An employee will be given an opportunity to review the written evaluation and any other documentation pertaining to the evaluation.
- b) The employee shall sign the evaluation document. For clarity it is understood that the employee's signature does not indicate agreement with the statements made.
- c) The employee shall have the right to respond the evaluation in writing and the response shall form a part of the evaluation.
- d) Employees shall receive a copy of the evaluation at the time of the meeting.
- e) Evaluation meetings will take place during the employee's working hours.
- 17.13** It shall be the duty of each employee to notify the Employer promptly of any change of address. Notice required by the Employer shall be deemed to be given, if forwarded to the employee at the last address of which the Employer had notice.

ARTICLE 18 - HOURS OF WORK

- 18.01** a) The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week. The normal hours for full-time employees are seven and one-half (7½) hours per day plus an unpaid thirty (30) minute meal period and seventy-five (75) hours in a two (2) week period.
- b) Should the employee not be able to take the one-half (½) hour lunch break during her shift, it shall be paid as time worked. Working during the employee's lunch break must be approved by the Supervisor. It is understood that the above does not restrict schedules of less than seven and one-half (7½) hours per day.
- 18.02** No employee shall work more than five (5) consecutive days except by agreement between the parties.
- 18.03** a) Employees will be scheduled for at least every third (3rd) weekend off. The Employer will endeavour to arrange schedules so as to provide for every other weekend off. This shall not be construed as requiring the Employer to hire additional staff. This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided. Employees who are on their weekend off shall not be subject to call-ins by the Employer unless they have requested to be called.

- b)
 - i) The Employer shall post work schedules on a four (4) week basis at least one (1) week prior to the effective date of the schedule. There shall be no split shifts unless the employee posts into the line. No changes shall be made in the schedule of the employees once it is posted unless by mutual agreement and written approval by the Executive Director.
 - ii) In the event that an employee posts into a schedule that has split shift the employee posting into the schedule may request a schedule adjustment
 - iii) For clarity in the event an employee exercises their right under Article 18.03 b) ii) and the Employer grants the request the schedule shall revert back to the original schedule when the employee that held the position returns to the schedule.
- c) Employees requesting specific days off must submit their requests, in writing, to their supervisor at least one (1) week in advance of the requested time off. Notwithstanding the above, employees will be permitted to exchange days off, or shifts with other employees by mutual agreement with the affected employees' and the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange.

- 18.04**
- a) There shall be two (2) fifteen (15) minutes breaks with pay for all employees during each shift of more than seven (7) hours at times designated by the Employer.
 - b) Short shifts of four (4) hours or more but less than seven (7) hours shall receive one (1) fifteen (15) minute break with pay during the middle portion of such shift at a time designated by the Employer.

18.05 Call-in Lists and Call-ins

- a) The Employer will maintain a call-in list on which employees in each classification will be requested to indicate availability to work hours that become available from time to time in their respective classifications. Available hours will be offered to full-time employees on the list who do not have seventy-five (75) hours in their regular bi-weekly schedule in their respective classification.
- b) Part-time employees will be expected as a condition of employment, to place their names on the call-in list for call-in shifts that they will indicate they can work, when the Employer is unable to satisfy its requirements from amongst regular full-time employees who have placed their name on the call-in list.
- c) The call-in list shall be updated on each of February 1st and July 1st of each year. Any modification in availability of an employee must be submitted in writing to an employee's supervisor.

- d)
 - i) It is understood that the Employer will not be obliged to offer a call-in assignment to any employee on the call-in list, when such assignment would result in the payment of any premium or overtime payment or in a violation of the collective agreement.
 - ii) In the event that the Employer elects to offer a call-in assignment to an employee who would be in a position to earn an overtime premium as a result of working the additional hours from the call-in request, the Employer will pay overtime premium for that portion of the work assignment, which attracts the overtime premium.
 - iii) For clarity it is understood that when a full-time employee is called in to work an extra shift or shifts all hours in excess of seventy-five (75) hours shall be paid at the overtime rate of 1½ (one and one-half) times their hourly rate of pay.
- e) It is understood that staff that have regular scheduled shifts will be committed to working those shifts first before they can accept any call-in assignments.
- f) It is understood that in the event the Employer must call in an employee to work, the shift (s) shall be awarded by seniority in the classification.

ARTICLE 19 - OVERTIME AND PREMIUMS

19.01 Overtime Defined

Employees shall receive wages at the rate of one and one-half (1½) time the regular rate for all time in excess of 7.5 hours per shift and for all time in excess of seventy-five (75) hours in a bi-weekly pay period. Overtime shall not apply if it is the result of a voluntary switch of time at the request of the employee. All overtime must be approved by the Employer or the Employer's designate prior to any overtime being worked.

19.02 Call-back Pay

An employee who has been called back to work by the Employer outside her regular working hours shall be paid for a minimum of three (3) hours at overtime rates providing her original shift was seven and one-half (7½) hours in duration.

19.03 Compensation for Work on 6th Day Not Regularly Scheduled

No employee shall work more than five (5) consecutive days or more than twenty (20) days in any four (4) week scheduling period, except by agreement between the parties or except in the case of emergency. All work performed in excess of the above shall be paid for at a rate of time and one-half (1½), unless an agreement has been made.

19.04 Turn Around Time

Except by agreement between the parties or except in the case of emergency, an employee shall have a break of at least twelve (12) hours between scheduled shifts. An employee who is required to start a new scheduled shift within twelve (12) hours of

completing her previous shift, including overtime, shall be paid at the rate of time and one half (1½) for all hours which fall within the twelve (12) hour turnaround time.

19.05 Reporting Pay

If an employee who is scheduled to work a four (4) or more hour shift reports for work and is notified that no work is available, she shall be paid a minimum of three (3) hours pay at her regular rate and shall remain at the Home.

19.06 Meal Allowance

An employee required to work more than two (2) hours overtime shall be given a meal ticket.

19.07 Shift Premium

Employees shall be paid a shift premium of five cents (\$0.05) per hour for all hours worked between 3:00 p.m. and 7:00 a.m.

Effective April 1, 2021, employees shall be paid a shift premium of ten cents (\$0.10) per hour for all hours worked between 3:00 p.m. and 7:00 a.m.

19.08 Weekend Premium

Employees shall be paid a weekend premium of an additional five cents (\$0.05) per hour for all hours worked between Friday at 11:00 p.m. and Sunday at 11:00 p.m.

Effective October 1, 2017, the weekend premium will increase by an additional five cents (\$0.05).

ARTICLE 20 - VACATIONS

20.01 For the purposes of calculating eligibility, the vacation year will be the period from January 1st to December 31st.

20.02 Vacation scheduling will be determined by the Administrator of the Facility having due regard for classification seniority and for the proper and efficient operation of the Facility. Employees will submit their requests for preferred vacation dates and in the event that there is a conflict within a classification in the selections by employees, such conflicts will be resolved on the basis of seniority.

20.03 Vacations are not cumulative from year to year and all vacations must be taken within the twelve (12) month period immediately following the December 31st cut-off date. Employees will not be permitted to waive vacation.

20.04 Vacation requests must be submitted to the Employer by April 15th in each year. Any vacation not scheduled by October 1st of each year; the Employer will schedule all remaining days in consultation with the employee.

20.05 The Employer will respond to vacation requests by posting the vacation schedule by May 15th in each year. It is understood that employees who do not submit a timely

vacation request will not have priority over any employee who has submitted a timely request.

- 20.06**
- a) Vacation pay will be paid to each employee in the pay period of the requested vacation.
 - b) The employee may request the pay out of their earned vacation pay in the event of an extended leave of absence. The employee may request the pay out of their earned vacation for a specific period of vacation or in the event of an extended leave of absence. For clarity it is understood that all unpaid vacation pay shall be paid out or scheduled by the employer on the first pay date in December.
 - c) It is further understood that the employee must advise the employer in writing at the time their vacation request is submitted as per Article 20.04, if they elect to receive their vacation payout as per Article 20.06 b).
 - d) Employees entitled to three (3) or more weeks of vacation are entitled to use any weeks above the first two (2) in single or multiple days less than one (1) week in duration. It is understood that an employee may make a written request to use more than two (2) weeks in single or multiple days less than one (1) week in duration.

20.07 Full-time employees will be granted vacation with pay according to the following:

- i) Employees who have not completed probation as of December 31st will receive four percent (4%) of gross earnings during the vacation year and will be granted one (1) day's vacation for each completed month of service to a maximum of ten (10) days.
- ii) Employees with one (1) year of continuous service as at December 31st will receive two (2) weeks vacation and vacation pay of four percent (4%) of gross earnings for the vacation year.
- iii) Employees with five (5) years of seniority as at December 31st will receive three (3) weeks vacation and vacation pay will be six percent (6%) of gross earnings.
- iv) Employees with eight (8) years of seniority as at December 31st will receive four (4) weeks and eight percent (8%) as set out above.
- v) Employees with fourteen (14) years of seniority as at December 31st will receive five (5) weeks and ten percent (10%) as set out above.
- vi) Employees with twenty (20) years of seniority as at December 31st will receive six (6) weeks and twelve percent (12%) as set out above.

20.08 It is understood that vacation for employees will be based on seniority being equivalent to one (1) year for every 1,820 hours worked.

- 20.09** Any employee who leaves the employ of the Employer due to separation or layoff (as the case may be) will receive all accrued vacation pay.
- 20.10** Vacation for employees classified as part-time employees will be based on an equivalency of 1820 hours equals one year of service. The schedule of vacation will be the same as for full-time employees.
- 20.11** An unused portion of vacation that has not been booked for the calendar year shall be paid out on the last pay of December in the vacation year.

ARTICLE 21 - PAID HOLIDAYS

- 21.01** a) For full-time employees the Employer shall recognize the following as paid holidays:

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

- b) Part-time employees will receive pay for the holidays listed in Article 19.01 a) above and in 19.07 as follows:
- 1) payment will be equal to the total amount of regular wages paid in the four (4) weeks before the work week in which the holiday occurs (or float day is taken as the case may be) divided by twenty (20); or
 - 2) payment of one and one half (1½) times their straight time hourly rate for all hours worked on a recognized holiday if the employee is required to work.

21.02 In order to qualify for holiday pay a full-time employee must work her full scheduled shift preceding and immediately following the holiday concerned. The Employer shall endeavour to schedule such that no employee shall be required to work more than 50% of the above noted statutory holidays in a calendar year.

21.03 All full-time employees who qualify for holiday pay will receive pay (not to exceed 7.5 hours pay) on the basis of the number of hours that they would have worked had there been no holiday, at their regular rate of pay.

- 21.04** a) An employee who qualifies for statutory holiday pay and who works on a statutory holiday (except for floating holiday) will receive pay at the rate of time and one half (1½) the employee's regular rate of pay for the work actually performed on such statutory holiday in addition to the employee's holiday pay.
- b) i) The employee shall be granted an alternate day off (lieu day), at a mutually

agreeable time, to be taken within 60 calendar days after the holiday except at Christmas and New Year's.

- ii) It is further agreed that employees shall submit their request(s) for lieu day(s) as per Article 10.04 b) ii) prior to the schedule being posted in which the employee is requesting the lieu day.
- c) Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates. If unable to schedule the lieu day within the calendar year it will be paid out to the employee by December 31st.
- d) In the event the employee is not able to book a lieu day as per Article 19.04 b) the holiday pay shall be paid out the first pay after the 60th day.

21.05 An employee who is not eligible or who is not qualified and who is required to work on any of the named holidays will receive pay at the rate of time and one half (1½) the employee's regular rate of pay for each hour worked.

21.06 If one of the above-named holidays occurs on an employee's regular day off or during her vacation period, the employee shall receive an additional day off in lieu thereof within sixty (60) days after the holiday unless otherwise arranged between the employee and the supervisor. If unable to schedule the lieu day a day's pay will be paid out.

21.07 Float Holidays

All employees will be entitled to three (3) float holidays. It is understood that the float holidays will be scheduled at a time that is mutually agreed upon between the employee and the Employer while having due regard for the Employer's operations and its ability of to properly manage the Home. It is understood that in the event of an unforeseeable emergency that requires an employee to request authorization of a leave of absence, the employee may use the float holiday(s) when taking such leave.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days and Method of Payment

- a) Wages, in accordance with Schedule 'A' attached hereto and forming part of this Collective Agreement, shall be paid on Fridays on a bi-weekly basis.
- b) **Direct Deposit Payroll**
All employees will be paid by way of a direct deposit system.
- c) When an employee advises the Employer that their pay is short in excess of two (2) shifts the Employer shall make payment, by separate cheque or automatic payroll deposit within seventy-two (72) hours of the employee raising the issue with the Employer.

- d) When an employee has been advised that there has been an overpayment, the employee will meet with the Employer to arrange to re-pay the over payment. The parties agree such arrangements must be in writing and signed. It is further agreed that the employee may request a steward when meeting with the Employer.

22.02 Pay on Transfer to Lower Rated Position

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

ARTICLE 23 - SICK LEAVE PROVISIONS

- 23.01** a) Full-time employees shall accumulate one (1) sick leave day per month to a maximum of eight (8) days per calendar year.
- b) It is further agreed that in the event an employee does not use all days as per Article 21.01 a) in the calendar year, the days not used shall be carried forward.

For clarity it is understood that at no time will an employee be required to exhaust their sick bank prior to accumulating the additional days to a maximum of eight (8).

- 23.02** In the event that an employee is not able to attend work due to illness, the employee shall make every effort to notify the Employer two (2) hours prior to the beginning of the shift the employee was scheduled to work.
- 23.03** An employee having been unable to attend work due to illness or injury for longer than two (2) weeks must provide medical documentation stating that the employee is fit to return to work.
- 23.04** a) The Employer can ask for medical documentation for any illness that extends for three (3) or more consecutive days, and for absences for any employee on the attendance management program.
- b) In the event the Employer requests documentation as per Article 23.04 a), the Employer shall pay all costs of all properly receipted medical documentation.
- 23.05** Once a full-time employee has completed probation, they will be eligible to obtain credit for each of the months of the probation period during which they worked.
- 23.06** Upon return to work following an illness, employees shall complete the sick leave credit form as required in order to utilize their sick leave credits.
- 23.07** Employees shall be allowed to utilize to a maximum of two (2) days accrued sick days to attend to medical appointments that cannot be scheduled outside of working hours.

Employees shall notify the Employer, in writing of medical appointments as soon as is practicable to do so.

The Employer shall confirm to the employee in writing if they are approved for the requested time off within one (1) week of the receipt of the written request.

The parties further agree that any time utilized for medical appointments shall remain in the employee's sick bank.

ARTICLE 24 - LEAVES OF ABSENCE

24.01 Union Leave

- a) Upon the request of the Union each steward and the Unit Chairperson shall be entitled to an unpaid leave of absence of up to fifteen (15) days per year for the purpose of attending educational seminars sponsored by the Union, such leave being subject to the Employer being able to adequately staff the Home without violating scheduling requirements or causing an employee to work overtime.
- b) An employee promoted to a position with the National Union shall be granted a leave of absence for one (1) year. Such leave may be renewed annually upon request of the employee.

24.02 Parental/Pregnancy Leave

Parental/pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act (ESA)* as amended from time to time which is as follows:

- 1) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks of service before the anticipated birth or adoption of a child.
- 2) The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- 3) An employee shall be granted up to fifty-two (52) weeks of unpaid parental leave. Natural mothers may take parental leave at the end of pregnancy leave.

All other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.

- 4) Effective January 1, 2018, an employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance Pregnancy/Parental Benefits pursuant to Sections 18 and 20 of the *Employment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment

Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy/Parental Benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) 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.

- 5) An employee shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- 6) An employee shall continue to accumulate seniority rights during the entire pregnancy/parental leave. While an employee is on pregnancy/parental leave the Employer shall continue to make Employer contributions to life insurance, accidental death, EHC and dental plans unless the employee has advised the Employer, in writing, that she/he does not wish to continue to make the employee contributions (if any) to such plans.
- 7) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- 8) Employees newly hired to replace employees who are on parental/pregnancy leaves may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home in permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Home will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancies and the special conditions relating to such employment.
- 9) Upon return to work, an employee shall be reinstated to her former position, at the start of the work schedule, provided the position still exists. If not to a comparable position at the same rate of pay when the leave commenced or, if it is higher, the rate the employee would have been earning had she worked through the leave.
- 10) An employee shall give at least four (4) weeks notice of her intention to return to work, however, her leave shall not end before the expiration of six (6) weeks unless other arrangements have been made with the Employer.
- 11) The Home may require on medical grounds, that the leave of absence must begin on a date earlier than that requested-by the employee, if at such time the duties of her position cannot be reasonably preformed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy, and the employee must, if requested by the Home, furnish medical proof of her physical fitness to resume her employment following her leave of absence.

24.03 Bereavement Leave

- a) An employee shall be granted up to five (5) days without loss of pay in case of death of the employee's spouse (including same-sex or common-law spouse), child or parent, stepchild, or stepparent.
- b) An employee shall be granted up to three (3) days without loss of pay in case of death of sister, brother, stepsister, stepbrother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, step grandchild, grandparent, sister-in-law, brother-in-law and for any person whom the employee is legally responsible for.
- c) An employee shall be granted one (1) day leave of absence without loss of pay to attend the funeral of an aunt, uncle, niece, or nephew.
- d) In the event there is to be a celebration of life at a later date the employee shall advise the Employer in writing of the date the celebration of life is to be held. The employee shall be allowed to bank one (1) paid bereavement day to use on that day.
- e) If excess travel is required the employee may be granted a leave of absence without pay and without loss of seniority. Such request will not be unreasonably denied.
- f) It is understood that the Employer shall have the right to ask the name and relationship to the employee as per Article 24.03 a, b, and c.

24.04 Jury Duty

When an employee is required to serve on a jury, she shall be relieved of her duties for such time as it may require. It is the employee's responsibility to come to work on any day that would otherwise be a scheduled working day that she is not actually required for jury duty, or to be present in court. The employee shall not lose any seniority or benefits during jury duty leave. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness duty, excluding payment for travelling, meals or other expenses. The employee will present proof of jury duty and the amount of pay received.

24.05 Educational Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications providing the Employer is able to adequately staff the Home without violating scheduling requirements or causing an employee to work overtime.

24.06 General Leave

If an employee has no vacation time left, the Employer may grant a leave of absence without pay to any employee for legitimate personal reasons. The employee, to be considered for such leave of absence, must make her request known to the Home, in writing, as soon as possible as the need for such leave becomes known to the employee. Such consent shall not be unreasonably withheld, having regard for the

reason for the requested leave and the staffing requirements of the Home.

ARTICLE 25 - EMPLOYEE BENEFITS

25.01 Master Policy

Upon request the Union shall be provided with a current copy of the master policy of all insured benefits.

25.02 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. The Employer will notify the Union, in writing, prior to the change in a Labour Management meeting.

25.03 a) The following benefits apply to full-time employees only:

- 1) The Employer shall pay 100% of the premium cost for a \$10 - \$20 deductible per calendar year supplementary health insurance plan which includes drugs for employee and eligible dependants. The plan shall also provide for the use of a pay-direct drug card, effective April 1, 2010.
- 2) The Employer shall pay 100% of the premium cost for \$15,000 term life insurance policy.
- 3) The Employer shall pay 60% of the premium costs for a Dental Plan #9 or its equivalent, based on the current ODA fee schedule as amended from time to time.
- 4) The Employer will provide a vision care plan for full-time employees who have completed probation which will provide coverage of one hundred and forty dollars (\$140) every twenty-four (24) months. Effective April 1st, 2021, this shall be increased to one hundred and eighty dollars (\$180).
- 5) Paramedical: \$350.00 per claim year per specialty – Speech Therapist, Massage Therapist, Psychologist, Chiropractor, Osteopath, Chiropract/Podiatrist, Physiotherapist, Acupuncturist or Naturopath.

b) The following benefits apply to part-time employees only:

- 1) The Employer will pay 50% of the premium costs for the Life Insurance, A.D. & D, and Supplementary Health. The plan shall also provide for the use of a pay-direct drug card, effective April 1, 2010.
- 2) The Employer will pay 60% of the premium costs for the Dental plan if the employee wishes to participate.
- 3) The vision care plan for part time employees who have completed their probation will provide coverage of one hundred and forty dollars (\$140)

every twenty-four (24) months. Effective April 1st, 2021, this shall be increased to one hundred and eighty dollars (\$180).

- 25.04** a) Notwithstanding any other provisions of the collective agreement, the Employer is not obliged to make any premium payments in respect of any employee who is on layoff, or leave of absence (including union leave, etc.) in excess of thirty (30) calendar days.
- b) Employees whose illness continues beyond the coverage therein provided, shall be permitted to continue coverage at their own expense for a period of up to twelve (12) months provided the premiums are paid to the Administrator on a monthly basis.
- c) It is further agreed that the Employer shall provide in writing to the employee upon request the cost of benefit continuation as well as the date the funds are due.
- d) If timely payment is not made coverage will cease until the employee is eligible to be covered after she/he returns to work.

ARTICLE 26 - PENSION

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN STANDARD LANGUAGE

In this Article, the terms used shall have the meanings as described:

26.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday,
- ii) holiday pay, for the hours not worked,
- iii) vacation pay,
- iv) paid sick leave,
- v) bereavement leave,
- vi) jury duty,
- vii) negotiations and grievance meetings.

All other payments, premiums, allowances, and similar payments are excluded.

"Eligible employee" means all employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

26.02 Effective June 30th, 2010, each eligible employee covered by this Collective Agreement

shall contribute for each pay period an amount equal to two percent (2%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two percent (2%) of applicable wages to the Plan.

Effective January 20, 2021, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three percent (3%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

26.03 The employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

26.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

26.05 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act, R.S.O. 1990, Ch. P-8*, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 26.05 of the agreement are:

- i) to be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- ii) to be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - YTD pension contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) to be provided once, and if status changes:
 - Full address as provided to the Employer by the employee
 - Termination date when applicable (MMDDYY)

- iv) to be provided once if they are readily available:
 - Gender
 - Marital Status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

26.06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990, and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 27 - HEALTH AND SAFETY COMMITTEE

- 27.01** a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the bargaining units, which shall identify potential dangers, recommend means of improving the

Health and Safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The Committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be signed by both co-chairs.

A copy of the minutes once signed shall be posted and a copy sent to the Local Union office.

- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him or her inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.
- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WB may decide to disclose.
- e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

27.02 Private Accident Insurance

The Employer will continue to pay for private occupational accident insurance under the ETNA Canada policy.

27.03 Uniform Allowance

Full-time

Full-time employees who are required to wear a uniform as a condition of employment shall be provided a total of six (6) pieces (tops and bottoms) per year. The tops shall be Magenta/Plum or Blue. The bottoms shall always be black.

Effective June 1, 2017, full-time bargaining unit employees shall receive a uniform allowance of \$120.00 per year towards the purchase of uniforms as designated by the Employer.

Part-time

Part-time employees who work at least 400 hours, who are required to wear a uniform as a condition of employment shall be provided a total of four (4) pieces (tops and bottoms) per year. The tops shall be Magenta/Plum or Blue. The bottoms shall always be black.

Effective June 1, 2017, part-time bargaining unit employees shall receive a uniform allowance of \$60.00 per year towards the purchase of uniforms as designated by the Employer.

Food Services Department

Employees working in the Food Services department shall wear black bottoms and white tops.

The Employer agrees that in the event employees determine they would like to purchase additional uniform pieces the Employer shall place the order at the discounted price and the employee shall be billed through payroll deduction.

ARTICLE 28 - GENERAL**28.01 Bulletin Board**

The Employer agrees to provide a bulletin board for the Union to use for the purpose of posting information concerning union business. It is further agreed that copies of such notices be given to the Employer prior to posting for the purpose of information only.

28.02 Plural or Feminine Terms

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.

28.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. For this reason, the parties shall arrange for the printing of sufficient copies of the agreement with the cost of such printing to be borne equally by the Employer and the Union. Such copies to be available thirty (30) days of signing.

ARTICLE 29 - TERM OF AGREEMENT**29.01 Duration**

- a) This Agreement shall continue in effect from July 1st, 2019, to June 30th, 2021, and shall continue automatically thereafter during annual period 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.

- b) In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days following such notification.
- c) If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date the Agreement shall be automatically extended until consummation of a new agreement or completion of the proceeding prescribed under the *Labour Relations Act, 1993*, of the Province of Ontario and the *Hospital Labour Disputes Arbitration Act, 1980*, as amended, whichever should first occur.

ARTICLE 30 – RETROACTIVITY

30.01 Retroactivity will be paid to all employees on the payroll on the date of ratification or award, for all hours paid by the Employer from the effective date of the increase to the date of implementation of the new wage rate, within three (3) full pay periods following receipt of notice of ratification or the date of award, in accordance with the amended wage rate.

Persons who worked in the period from July 1, 2019, onwards, but who are no longer employed, will also be entitled to payment of retroactivity. The Employer shall send a letter within three (3) pay periods of the date of ratification or the award to the last known address of each such ex-employee, advising them of their right to retroactivity with copy to the union. Ex-employees will have 60 calendar days from the date of mailing to claim payment. Ex-employees who fail to claim their payments within the 60-day period shall be deemed to forfeit any claim thereto.

Signed electronically this Dec 14, 2021 day of December, 2021.

CUPE LOCAL 1404.01

**THE CARLISLE RETIREMENT
RESIDENCE**

karen shimoda
karen shimoda (Dec 14, 2021 11:03 EST)

Julie Curtis
Julie Curtis (Dec 14, 2021 11:57 EST)

A. Lavioie
Anne Lavioie (Dec 14, 2021 12:13 EST)

leslie thomas
leslie thomas (Jan 4, 2022 07:27 EST)

SCHEDULE "A" – WAGES AND CLASSIFICATIONS

Classification	Step	Current	July 1, 2019	July 1, 2020
RPN	Start	\$19.27	\$19.66	\$20.05
	450 hours	\$20.33	\$20.74	\$21.15
	1820 hours (1 year)	\$21.92	\$22.36	\$22.81
	3640 hours (2 years)	\$22.35	\$22.80	\$23.25
Guest Attendant	Start	\$13.33	\$13.60	\$13.87
	450 hours	\$13.93	\$14.21	\$14.49
	1820 hours (1 year)	\$15.40	\$15.71	\$16.02
	3640 hours (2 years)	\$15.98	\$16.30	\$16.63
Cook		\$17.61	\$17.96	\$18.32