

# COLLECTIVE AGREEMENT

between



*Symphony*<sup>®</sup>  
SENIOR LIVING

**CARLETON PLACE TERRACE  
BY SYMPHONY**

**(Employer)**

and

***CUPE*** / Canadian Union  
of Public Employees

**AND ITS LOCAL 4276-01**

**(Union)**

January 1, 2019 to December 31, 2020

## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE .....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	1
ARTICLE 3 - SCOPE AND RECOGNITION.....	2
ARTICLE 4 - NO DISCRIMINATION .....	3
ARTICLE 5 - UNION SECURITY AND CHECK-OFF OF DUES .....	3
ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES....	4
ARTICLE 7 - CORRESPONDENCE.....	5
ARTICLE 8 - NO STRIKES OR LOCKOUTS .....	5
ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE.....	5
ARTICLE 10 - LABOUR/MANAGEMENT RELATIONS.....	6
ARTICLE 11 - GRIEVANCE PROCEDURE .....	8
ARTICLE 12 - ARBITRATION.....	11
ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	12
ARTICLE 14 - PROBATION.....	13
ARTICLE 15 - SENIORITY.....	13
ARTICLE 16 - PROMOTIONS AND STAFF CHANGES.....	14
ARTICLE 17 - JOB CLASSIFICATION AND RECLASSIFICATION.....	17
ARTICLE 18 - LAYOFFS AND RECALLS .....	17
ARTICLE 19 - HOURS OF WORK .....	20
ARTICLE 20 - OVERTIME .....	22
ARTICLE 21 - PAID HOLIDAYS .....	23
ARTICLE 22 – VACATIONS .....	24
ARTICLE 23 - SICK LEAVE.....	26
ARTICLE 24 – LEAVES OF ABSENCE.....	27
ARTICLE 25 - WAGES AND ALLOWANCES.....	34
ARTICLE 26 - EMPLOYEE BENEFITS PLANS.....	35
ARTICLE 27 - HEALTH AND SAFETY .....	38
ARTICLE 28 - GENERAL CONDITIONS .....	38
ARTICLE 29 - GENERAL.....	40
ARTICLE 30 – TERM OF AGREEMENT.....	40
WAGE SCHEDULE.....	42

## **ARTICLE 1 - PREAMBLE**

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

- (a) To maintain and improve the harmonious relations and settled conditions of employment between the Home and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit represented by the Union.

**1.02** It is now desirable that methods of bargaining and matters pertaining to the working conditions of employees in the bargaining unit of the Union be set forth herein.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Home;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees; such rules will be posted on the employee's Bulletin Board with a copy supplied to the Recording Secretary and National Servicing Representative. The Home reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Board with copies to be supplied to the Recording Secretary and National Servicing Representative;
- (c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, 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 of the employees and the operations of the Home;

- (e) to exercise the regular and customary management functions of an Employer except those rights, powers, functions or authorities which are specifically abridged or modified by this Agreement.

### **ARTICLE 3 - SCOPE AND RECOGNITION**

#### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees, as the sole and exclusive collective bargaining agent for all its employees at Carleton Place Terrace by Symphony, save and except supervisors, persons above the rank of supervisor.

- 3.02** The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

- 3.03** The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 3.01 of this Agreement which employees are within the bargaining unit and for whom the Union is recognized as the bargaining agent.

The word "home" as used in this Agreement shall mean the Employer throughout this Agreement.

- 3.04** In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

#### **3.05 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except:

- (a) in cases of emergency;
- (b) when instructing other employees;

The Union agrees to exclude from this provision persons hired directly by Residents to provide private duty nursing care provided that such arrangements do not cause the loss of any bargaining unit position or the reduction in hours of any bargaining unit position.

### **3.07 Definition of Employee**

A full-time employee shall be deemed to be an employee who is regularly scheduled to work twenty-eight (28) hours or more per week.

A part-time employee shall be deemed to be an employee who is regularly scheduled to work not more than twenty-eight (28) hours per week.

A casual part time employee is one who is employed as a relief or on a replacement basis and is available for call-ins as circumstances demand.

It is understood that a part-time employee, subject to Articles 14.01 and 19.01, can be offered unscheduled shifts and vacation relief.

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01** Each of the parties hereto agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status or family relationship, not by reason of her membership or non-membership or activity or lack of activity in the Union, or any other reason.

## **ARTICLE 5 - UNION SECURITY AND CHECK-OFF OF DUES**

### **5.01 Union Membership**

All employees who are members of the Union, at the time this Agreement becomes effective, shall retain membership in the Union. In January and July of each year, the Employer shall provide the Local Union with the names, address and phone number of all bargaining unit employees.

- 5.02** The Employer shall deduct from the pay of an employee an amount equal to the current union dues, initiation fees, or assessments levied by the Union. Such deductions shall be made on each bi-weekly pay. Dues deducted in the preceding month shall be remitted by the fifteenth (15th) day of the month following the deduction to the National Secretary-Treasurer of the Union.

Union dues may be expressed in dollar amounts or percentage formula or a combination thereof. The Union, from time to time, shall notify the Employer in writing to indicate the current amount of such union dues, initiation fees or assessments.

The amounts remitted shall be accompanied by a list of names and social insurance numbers on whose behalf such remittance have been made.

The list shall also include the amounts deducted and the wages earned for each employee.

**5.03** The Union will save the Home harmless from any claims that may arise either from any deduction from wages in respect of check-off of monthly assessments or any action taken at the request of the Union.

**5.04 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type in the amount of union dues paid by each employee in the previous year.

**ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

**6.01 Potential Employees**

The Employer agrees to acquaint potential employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

**6.02 Copies of the Agreement**

On commencing employment, the employee's immediate supervisor shall introduce the new employee to her Union Steward or Representative. The Employer shall provide a copy of this Collective Agreement to each new employee.

**6.03 Interviewing Opportunity**

A representative of the Union shall be given an opportunity to meet with newly hired employees within regular working hours at a mutually agreeable time with the Employer and the Union, without loss of pay, for a maximum of fifteen (15) minutes for each group of such newly-hired employees, during the third week of each month for the purpose of acquainting the new employees with the benefits and duties of union membership and their responsibilities and obligations to the Home and the Union.

**6.04 Notification of New Hires**

The Union shall be notified of the full name, position and employment status (e.g., full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit within two (2) weeks of their start date.

## **6.05 Regular Staff Meetings**

During any staff meeting, the Union will be provided an opportunity to make Union announcements.

## **ARTICLE 7 - CORRESPONDENCE**

**7.01** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or a designate and the Secretary of the Union.

**7.02** A copy of any correspondence between the Home, or designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union or designate.

## **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

**8.01** The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

## **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

### **9.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of not more than two (2) representatives each of the Union and the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the residents and the public, and job security for the employees.

### **9.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- (a) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- (b) improving and extending services to the residents and the public;
- (c) promoting safety and sanitary practices;

- (d) reviewing suggestions from employees, questions of working conditions and services (but not grievances); and
- (e) notwithstanding the foregoing, the Committee shall meet for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement.

#### **9.03 Meetings of Committee**

The Committee shall meet at least once every three (3) months or as required 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 who are members of the Committee shall not suffer any loss of pay for time spent at Committee meetings.

#### **9.04 Chairperson of the Meeting**

A representative each of the Employer and of the Union shall be designated as joint chairpersons, and shall alternate in presiding over meetings and preparing notices and agendas.

#### **9.05 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairperson as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within one (1) week after they are prepared and signed.

#### **9.06 Jurisdiction of the Committee**

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer, and does not have the power to bind either the Union, its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

### **ARTICLE 10 - LABOUR/MANAGEMENT RELATIONS**

#### **10.01 Union Bargaining Committee**

- (a) It is agreed that the Union will elect or otherwise select a negotiating committee consisting of three (3) employees;



- (b) All members of the committee shall be regular employees of the Home who have completed their probationary period;
- (c) The Union will advise the Home of the names of its Officers and members of the Union Bargaining Committee. This list will be revised as changes occur;
- (d) No individual employee or group of employees shall undertake to represent the Union at meetings with the Home without proper authorization of the Union;
- (e) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Home;
- (f) Employees serving on the Union's Negotiating Committee shall suffer no loss of pay for time spent in direct negotiations with the Employer up to but not including Arbitration;
- (g) Where negotiation meetings occur on an employee's scheduled day off, they shall be provided with an alternative day off. Where an employee works shifts, their shift on the day of negotiations shall be deemed to be the day shift. However, there shall be no obligation on the Employer to pay a premium rate for time spent in negotiations.

## **10.02 Information Requests**

Within fourteen (14) days of a request in writing by the Union, the Employer shall make available to the Union information with respect to job descriptions, job classifications, wage rates, lists of employees, employee benefits, employee manuals, and the Employer's rules, regulations, policies, practices and directives, provided that such information is required by the Union only for the purpose of collective bargaining with the Employer, and provided that said information has not already been forwarded to the Union. This information shall pertain to bargaining unit members only.

## **10.03**

### **(a) Union Grievance Committee**

The Employer will recognize a Union Grievance Committee which shall consist of a Chief Steward, and three (3) members elected or appointed from the bargaining unit, not more than two (2) of which Committee members shall meet with the Employer at any one time. The Employer shall be advised of the names of the members of this Committee and shall be notified of any changes from time to time. Each such employee shall have a minimum of four (4) months seniority.

(b) **Permission to Leave Work**

The Employer agrees that the Union Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes or presenting adjustments with respect to this Agreement. The Union recognizes that each Union Steward is employed on a full-time basis by the Employer, and agrees that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Union Steward shall leave her work without first obtaining the permission of her supervisor, which permission shall be given within one (1) hour, and will not be unreasonably withheld.

**ARTICLE 11 - GRIEVANCE PROCEDURE**

**11.01 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.

**11.02** All complaints and grievances shall be taken up in the following manner:

**Step 1**

An employee having a question or complaint shall refer it to her immediate supervisor within five (5) working days of the actual occurrence giving rise to the question or complaint. The employee shall have the option of having her Steward present during such discussion. The supervisor shall reply to the employee, giving the answer to the question or complaint within five (5) working days from the date it was submitted.

**Step 2**

If further action is then to be taken, then within five (5) working days after the decision is given in Step 1, the employee, who may request the assistance of her Steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or her designated representative and the employee within five (5) working days. It is understood that at such a meeting the Administrator or her designated representative may have such counsel and assistance as she may desire and that the employee may have her Steward and that the Union Representative of the Union may also be present at the request of either the employee or the Employer. Such Representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, but will give reasonable advance notice to the Administrator prior to attending on the premises. The decision of the Administrator or her designated representative shall be given in writing within five (5) working days following the meeting.

**11.03** At each Step of the grievance procedure the affected employee shall have the right to be present.

**11.04**

(a) Any of the time allowances above may be extended only by the mutual consent of the parties;

(b) **Technical Objection to Grievance**

The Arbitration Board shall have the power to waive formal procedural irregularities in its hearing of a grievance in order to determine the real matter in dispute and to enable the giving of a decision according to equitable principles and the justice of the case.

**11.05** In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

**11.06** When a grievance is submitted in writing by either the Employer, or the employee, or the Union, it shall clearly set forth the name of the grievor(s) (except where the grievance is a policy grievance), the nature of the grievance, the remedies sought, and the clause or clauses of this Agreement said to be violated, all in clear and concise terms.

**11.07** The Employer shall supply the necessary facilities for the grievance procedure meeting.

**11.08** Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

**11.09** **Grievance and Arbitration Provisions**

An employee who is a Union Steward, the Chief Union Steward, a member of the Union Grievance Committee or who is asserting a grievance, shall be entitled to time off with pay and without loss of benefits or seniority when acting in those capacities in the grievance and arbitration procedures up to but not including arbitration set out in this Agreement. The Employer is not required to pay for more than two (2) employees on any given day under the provision of this Article. If more than two (2) employees are absent under the provisions of this Article, the Employer shall pay the two (2) employees with the most seniority.

#### **11.10 Mutually Agreed Changes**

Should the parties agree to any changes in this Agreement in writing, those changes shall form part of this Agreement and are subject to the grievance and arbitration procedures set forth herein.

#### **11.11 Personnel Records**

An employee shall have the right to have access to her personnel record or file, on the employees own time, during normal business hours. It is understood and agreed that such request shall be honoured within one (1) business day (unless due to unforeseen circumstances) of the said request.

#### **11.12 Employer Grievance**

The Employer may institute a grievance, consisting of an allegation of a general misinterpretation or violation by the Union, or any employee covered by this Agreement, in writing, dated, and signed, by forwarding a written statement of said grievance to the Secretary of the Local of the Union, provided it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Home and the Union Grievance Committee within ten (10) days. Two (2) members of the Committee shall constitute a quorum. When submitting the grievance the Home shall suggest at least three (3) alternative days, and reasonable times and places at which the meeting may be held. Failure to hold the meeting shall be deemed to be a denial of the grievance. The Secretary of the Union shall give its decision in writing within ten (10) days after the meeting. Failure to render such decision shall be deemed to be a denial of the grievance. Failing settlement, a grievance may be referred to arbitration by the Home by written notice of intent delivered in accordance with Step 3 of the grievance procedure.

#### **11.13 Union Policy Grievance**

The Union may institute a grievance, consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement, in writing at Step 2 of the grievance procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

**11.14** Where it appears that two (2) or more employees have the same grievance, the Union may process the grievances simultaneously and consecutively on all levels of the grievance procedure, if possible, subject to all applicable provisions under the grievance procedure.

## ARTICLE 12 - ARBITRATION

### 12.01

- (a) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 11 above and which has not been settled, may be referred to a Board of Arbitration or a Single Arbitrator (as per Sections 49 or 50, *Labour Relations Act as amended from time to time*) at the written request of either of the parties hereto;
- (b) The Union and the employer agree to use the services of a grievance mediator before proceeding to arbitration. The parties agree to cost share his/her expenses
- (c) Where a Board of Arbitration is used, each party shall within ten (10) days of the written request, provide the name of his nominee to the Board of Arbitration. The two (2) nominees shall then select a third person to act as Chair of the Board of Arbitration within thirty (30) days. If unable to agree upon a Chairperson, either party may request the Minister of Labour to appoint one.

**12.02** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

**12.03** Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own Nominee and one-half of the expenses and fees of the Chairman.

**12.04** The time limits fixed in the arbitration procedure may be extended by consent of the parties only.

**12.05** The Board of Arbitration shall have the authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only those grievances as defined in Article 11.01 shall be arbitrable.

**12.06** The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision that is inconsistent with it. The Board of Arbitration may dispose of a grievance in any manner which it deems just and equitable in the circumstances. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.

- 12.07** All agreements reached under the grievance and arbitration procedures between the Employer and its representatives, and the Union and its representatives, will be final and binding upon the Employer, the Union and the employee(s) involved.
- 12.08** At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of Carleton Place Terrace by Symphony to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of Carleton Place Terrace by Symphony.
- 12.09** The foregoing shall not preclude either party to this Agreement from exercising their right under Sections 49 or 50 of the present Ontario Labour Relations Act as amended from time to time.
- 12.10** **Disagreement on Decision**
- Should the parties disagree as to the meaning of a decision of the Board of Arbitration, either party may apply to the Chairperson to reconvene the Board to clarify the decision.

## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01** **Suspension/Discharge Grievance**

Whenever the Employer or her authorized agent may deem it necessary to warn an employee, in a manner indicating that suspension or dismissal may follow any further infraction or may follow if such employee fails to bring her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give a copy of such warning to the Union, with a copy to the employee involved.

- 13.02** Prior to the imposition of a suspension or discharge, an employee who has completed probation shall be given the reason in the presence of her Steward or Union Representative if at the Home. If a Steward or Union Representative is not on the premises, the Administrator shall advise such person when next on the premises.

- 13.03** Such employee and the Union shall be advised promptly in writing by the Administrator of the reason for such suspension or discharge.

- 13.04** In the event an employee who has completed her probationary period is suspended or discharged from employment and the employee feels that the suspension or discharge is unjust, the case may then be taken up as a grievance

**13.05** Such grievance shall proceed directly to Step 2 of the grievance procedure.

**13.06** Such special grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee in a manner which is just and equitable in the opinion of the conferring parties, or the Board of Arbitration, as the case may be.

**13.07 Right to Have Steward Present**

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the interview in order that the employee may contact her Union Steward to be present at the interview.

**13.08 Clearing of Employee Record**

The personnel record or file of an employee shall be cleared after a period one year except in the case of resident abuse which shall be eighteen (18) months from date of any disciplinary action having been taken by the Employer, to remove any indication of such action provided there are no similar incidents.

**ARTICLE 14 - PROBATION**

**14.01** The probationary period for all employees will be 450 hours worked or six (6) months whichever comes first.

**14.02** On or before the expiry date of the probationary period, the Home will confirm to the employee the decision to:

- (a) confirm her appointment as having completed her probation; or
- (b) extend the probationary period with mutual consent of the employee and the Union a further two (2) months; or
- (c) terminate the employee.

**ARTICLE 15 - SENIORITY**

**15.01** Seniority is defined as the length of service in the bargaining unit and shall include continuous service with the Employer prior to the certification of the Union. Seniority will be calculated from the date of last hire only. Part-time employees will accrue seniority on the basis of one year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire. It is understood that a part-time employee cannot accrue more than one year's

seniority in a one year calendar period. Seniority shall operate on a bargaining-unit-wide basis.

#### **15.02 Seniority Lists**

A seniority list shall be provided to the Union in January and June of each year, showing the employees' names, start date and seniority accumulated in hours.

#### **15.03 Loss of Seniority**

An employee shall lose all seniority and shall be deemed to have quit the employ of the Home for any of the following reasons:

- (a) voluntary resignation or retirement;
- (b) discharge for cause, and the discharge is not reversed through the grievance procedure;
- (c) layoff in excess of twenty-four (24) months;
- (d) absence due to illness for twenty-four (24) months;
- (e) absence for three (3) consecutive working days without notifying the Home, unless a satisfactory reason is given, in which case such employee shall be deemed to have quit the employ of the Home without notice;
- (f) failure to notify the Home of intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) of being notified of recall by registered mail or telephone; or failure to return to work within ten (10) working days after being notified of recall. Registered mail sent to the employee's most recent address on her employment file shall be interpreted as proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Home informed of her current address and telephone number.
- (g) All resignations shall be considered final by the Employer sixteen (16) hours after receipt of such.

### **ARTICLE 16 - PROMOTIONS AND STAFF CHANGES**

#### **16.01 Job Posting**

In the event new jobs are created or vacancies occur in existing job classifications, unless the Employer notifies the Union that it intends to postpone or not fill a vacancy, the Employer will post such new jobs or vacancies for a period of five (5) working days and shall stipulate the



required qualifications, classification, shift, status, rate and department concerned before new employees are hired in order to allow employees with seniority to apply. A copy of each posting will be sent to the Union.

- 16.02** The Employer may start proceeding to secure applicants for the vacancy from external sources immediately. Applications from bargaining unit members will be considered before outside applicants.

**16.03 Role of Seniority in Promotions, Transfers and Staff Changes**

Both parties hereto recognize:

- (a) the principle of promotion within the service of the Employer; and
- (b) that job opportunities should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the qualifications in accordance with Article 16.01. Appointments shall be made within three (3) weeks of posting, and the position shall be filled by the successful applicant within one (1) week of appointment.

**16.04 Trial Period**

- (a) A successful applicant shall be placed on trial in a new classification for a period of two (2) months or forty (40) days. Such trial promotion or transfer shall become permanent after the trial period unless:
  - (i) the employee, at any time within the trial period mentioned above, feels that she is not suitable for the position, and wishes to return to her former position; or
  - (ii) the Home, at any time within the trial period mentioned above, feels that the employee is not suitable for the position and requires that she returns to her former position;
  - (iii) in the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.
- (b) The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent;

- (c) With the written consent of the Employer, the employee and the Union, such trial period may be extended to a maximum of an additional two (2) months or forty (40) days.

**16.05 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a vacant bargaining unit position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

**16.06 On the Job Training**

In the event the Home intends, through the introduction of technological changes and/or through expansion or renovation, to create new, or alter existing positions, requiring skills and/or qualifications that present employees may reasonably be able to acquire, the Home agrees to meet with the Union for the purpose of giving them an opportunity to make representations with regard to planning ways and means to enable employees to qualify for such new and/or changed positions.

**16.07 Training Courses**

The Employer shall post a notice of any training courses and experimental programs in which it participates and for which employees may be selected. The notice shall contain information with respect to the type of course or program available, the time, duration and location thereof, and the qualifications required for applicants. This notice shall be posted for a period of two (2) weeks on the bulletin boards in the relevant departments to afford all interested employees an opportunity to apply for such training.

**16.08 Temporary Transfers**

An employee may be transferred from one classification to another classification carrying a rate in a higher range for a period not exceeding one-half (1/2) of her normal shift without changing her rate of pay. Such transfer shall be called a "temporary transfer". Provided that if an employee works more than one-half (1/2) of her normal shift in a classification carrying a rate in higher range, she shall be paid at such higher rate from the first day of such work performed for such period of time as the employee, works in such higher rated classification.

**16.09 Pay on Transfer to Lower-Rated Job**

When an employee is assigned in accordance with the terms of this Agreement to a position paying a lower rate, her rate of pay shall not be reduced except when the employee is appointed as a result of the job posting procedure.

## **16.10 Transfer and Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority accumulated to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during her trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, she shall be placed in a job consistent with the position she left.

**16.11** Until the vacancy is filled resulting from the job posting provisions, the Employer may fill the vacancy on a temporary basis.

## **ARTICLE 17 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **17.01 Job Description**

The Employer agrees to draw up job descriptions for all classifications or positions worked by employees and forward these job descriptions to the Union.

### **17.02 Changes in Classification**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. When the duties of any job are materially changed or increased, or where the Union or an employee believes that a job is incorrectly classified, or when a new job is created or established, the rate of pay shall be the subject of negotiations between the Employer and the Union. If the parties are unable to agree on the classification, reclassification or rate of pay for the job in question, such dispute may be made the subject of the grievance and arbitration procedures set out in this Agreement.

## **ARTICLE 18 - LAYOFFS AND RECALLS**

### **18.01 Definition of Layoff**

Lay-offs, under the provisions of this Collective Agreement shall include the reduction of daily or bi-weekly hours of any full-time or part-time employee or a reduction in the number of employees in the bargaining unit.

The Employer agrees to meet representatives of the Union prior to the implementation of any lay-offs in order to give the parties an opportunity to discuss alternative solutions.

## 18.02 Layoffs and Recalls

In the event of a lay-off, the Employer will provide the Union and affected employees with notice in accordance with the *Employment Standards Act*. However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:

- if her service is greater than nine (9) years: nine (9) weeks notice;
- if her service is greater than ten (10) years: ten (10) weeks notice;
- if her service is greater than eleven (11) years: eleven (11) weeks notice;
- if her service is greater than twelve (12) years: twelve (12) weeks notice.

## 18.03 Lay-off Procedure

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

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is a less senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

## **18.04 Recall Rights**

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

**18.05 Benefits of Layoff**

In the event of a lay-off, the Employer shall pay the life insurance benefit premium for a period up to one (1) month from the end of the month in which the lay-off occurs, or until the laid off employee is employed elsewhere, whichever comes first.

**18.06 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

**ARTICLE 19 - HOURS OF WORK**

**19.01** The following is intended to define the normal hours of work for the full-time and part-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.

**19.02 Full-time**

The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of one-half (½) hour meal break, seventy-five (75) hours bi-weekly.

The Employer will use its best efforts to ensure that an uninterrupted one-half (½) hour for lunch is provided. It is recognized that emergency situations do arise, and at such times the employees may be requested to interrupt their lunch period.

Should any part of this meal period be interrupted, the employee shall be given a further meal period equal to the length of the interrupted portion thereof.

**Part-time**

It is understood that part-time employees can be scheduled to work less than the normal full-time hours described above, however, part-time shifts must be at least four (4) hours in duration.

**19.03 Rest Periods**

The Employer shall grant two (2) paid rest periods of fifteen (15) minutes each for employees working seven and one-half (7½) hour shift. Employees scheduled to work three and three quarter hours shall receive one fifteen (15) minute paid rest period.

#### **19.04 Reporting Pay**

An employee who reports for work on her regularly shift, and for whom work is not available, shall be provided with four (4) hours pay at her regular straight time hourly rate provided that:

- (a) the employee has not been notified in advance advising her not to report to work;
- (b) if requested by the employer, the employee shall perform a minimum of four hours of such available work as the employer may assign.

#### **19.05 Scheduling**

- (a) Work schedules covering a four (4) week period will be posted one (1) week in advance. Employee requests for specific days off must be submitted to their supervisor one (1) week in advance of the posting, in writing.

*Except in the cases of emergency*, once posted, there shall be no changes to the schedule except by mutual consent of the employee and the Employer.

- (b) Employee requests for change in the posted schedule must be made in writing provided they are co-signed by the employee willing to exchange days off and approved by their supervisor. However, such requests shall not result in overtime compensation payment to any employee affected.
- (c) Additional shifts which become available (sick, leave of absence, vacation etc.) shall be offered in the following order:
  1. Part-time employees in the department by seniority.
  2. Casual employees in the department by seniority.
  3. Full-time employees in the department by seniority.
  4. Remainder of bargaining unit employees, qualified to perform work, by seniority.

When staff members call in sick, absent etc., bargaining unit members shall be called in first as replacement staff

#### **(d) Turn Around Time**

An employee required to start a new scheduled shift within sixteen (16) 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 sixteen hours turn around time, except in cases where the employee working with less than sixteen (16) hours turn around time has co-signed or requested a change of the posted work schedule, or has requested additional hours (ie. short notice call in) and has the right to refuse.

- (e) There will be no split shifts;
- (f) The Employer shall endeavour to provide full-time employees with every other weekend off but guarantees two out of four (4) weekends off and part-time employees will be scheduled on a rotating basis to be off two (2) weekends in four (4) unless hired for weekend work only. Two (2) or more employees who exchange shifts resulting in a conflict with the provision herein shall not be a violation;
- (g) Except where mutually agreed otherwise between the Home and an employee, shift schedules shall be arranged so that an employee is not scheduled to work more than five (5) consecutive days.
- (h) A casual employee who is not on an approved leave of absence and has refused work for a period of six (6) months shall be deemed terminated.

#### **19.06 Notification to Employer**

An employee who is unable to report for duty on her scheduled shift shall notify the Home of this fact four (4) hours in advance of the commencement of her scheduled evening and night shifts and two (2) hours in advance of the day shift, provided that this requirement shall be waived by the Home where the employee was unable to give such notice due to circumstances beyond her control.

### **ARTICLE 20 - OVERTIME**

**20.01** Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day or thirty-seven and a half (37½) hours in a weekly period at the rate of time and one-half the employee's regular rate of pay, with the exception of Charge Staff on 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shifts, who shall receive overtime after eighty (80) hours. All overtime must be approved, in advance by the Manager.

**20.02** An employee shall not be required to take time off in regular hours to equalize any overtime worked. Time off in lieu of overtime rate by mutual consent between the employee and the Home may be arranged.

#### **20.03 Sharing of Overtime**

Overtime shall be assigned as equitably as possible among the employees who are willing and qualified to perform the available work.

#### **20.04 Supply of Meals**

Employees required to work more than two (2) hours overtime during the hours when the kitchen is functioning will be provided with a meal.



**20.05 Compensation for Overtime Work on Paid Holidays**

Overtime worked on a paid holiday shall be paid for at the rate of double time (2X), except in cases where the employee has co-signed or requested a change in the posted work schedule.

**20.06 Overtime Assignment While Employees on Lay-Off**

Overtime shall not be assigned on a regular basis while there are employees on lay-off who are capable and willing to perform the work available.

**20.07 Call Back**

An employee called back to work outside of her regular working hours shall be paid at the rate of one and one-half (1½) of her regular hourly rate for all such hours worked, with a minimum payment equivalent to three (3) hours paid at one and one-half (1½) of her regular hourly rate.

**ARTICLE 21 - PAID HOLIDAYS**

**21.01** Employees who have completed their probationary period shall receive the following paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Remembrance Day
Christmas Day	Boxing Day
Family Day	

**21.02** In order to qualify for paid holidays, an employee must work her full scheduled shift immediately preceding and immediately following all paid holidays, including designated holidays, except where absence on one or both of the said qualifying days is due to a satisfactory reason.

**21.03 Part-time Employees Only**

Payment for statutory holidays as outlined above shall be in accordance with the formula in the *Employments Standards Act*.

**21.04 Full-time Employees Only**

An employee who is required to work on any of the above-mentioned holidays will be paid at the rate of one and one-half (1½) time her regular

rate of pay and shall be given an additional day off with pay within sixty (60) days following the holiday unless otherwise arranged between the employee and the administrator, or the employee shall receive one day's pay.

- 21.05** Holiday pay shall be equivalent to the employee's straight time hourly wage rate times the employee's normal daily hours of work.
- 21.06** When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Home, or by mutual agreement, a day's pay in lieu thereof. This section does not apply to part-time employees.
- 21.07** If one of the above-named holidays occurs during an employee's vacation, one extra day with holiday pay will be added to the vacation.
- 21.08** Employees will alternate between Christmas Day and New Year's Day off each year. In the event there are too many requests for either holiday the deciding factors shall be:
- (a) which holiday the employee worked the previous year;
  - (b) seniority.
- 21.09** An employee scheduled to work on a statutory holiday or who agreed to work on a statutory holiday who does not report for work shall not be entitled to statutory holiday pay or a lieu day as the case may be unless he provides a valid reason for his absence.

## **ARTICLE 22 – VACATIONS**

- 22.01** An employee shall receive an annual vacation and vacation pay in accordance with her length of service as follows:
- (a) after one (1) year of service – two (2) weeks vacation with pay calculated at four (4%) percent of annual wages;
  - (b) After five (5) years of service – three (3) weeks vacation with vacation pay calculated at six (6%) percent of annual wages;
  - (c) After seven (7) years of service – four (4) weeks vacation with vacation pay calculated at eight (8%) percent of annual wages.
  - (d) After fifteen (15) years of service – five (5) weeks vacation with vacation pay calculated at ten (10%) percent of annual wages.

“Annual wages” is defined as total wages paid since the last payment of vacation pay.

Vacation accrual – Vacation entitlements shall be determined on the basis of an employee’s service accrued as of the employee’s anniversary date. Increases in vacation pay and entitlement shall be effective on the employee’s anniversary date.

## **22.02 Vacation Schedules**

Vacation schedules for each year shall be posted by May 1 of each year and shall not be changed without consent of the affected employees, provided, however, that the employees shall deliver applications with their 1<sup>st</sup> and 2<sup>nd</sup> choices for their scheduled vacation to their supervisor no later than March 1<sup>st</sup> of the year in which the vacations are sought. The Employer shall advise employees regarding their applications for scheduled vacations within two (2) weeks of the receipt thereof, provided, however, that vacations will be scheduled by the Employer on the basis that should any difficulties or conflicts arise over the scheduling of vacations between two (2) or more employees, the employee with the greatest seniority shall be given preference, and if the employees have equal seniority, the Employer will schedule the vacations on a first to apply, first to schedule basis.

## **22.02 Carry over**

Employees with three weeks or more vacation, may carry over five (5) working days only and will be considered on an extenuating circumstances basis only. Such requests must be in writing and signed by the supervisor. It is understood that payment for such days will be also carried over from previous year’s accrual.

## **22.04**

- (a) Vacation pay shall be paid out on the regular payroll during the employee’s scheduled vacation and automatically deposited into the employee’s bank account. Vacation pay shall only be paid for the period of the requested vacation.
- (b) Vacation pay for part-timers shall be paid out twice per year on June 1<sup>st</sup> and December 1<sup>st</sup> of each year.

## **22.05**

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which, is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

- 22.06** No employee shall be required to work during the scheduled vacation period. However, should an employee agree to work when requested during her scheduled vacation, she shall be paid at one and one-half (1½) time the regular rate of pay plus one vacation lieu day off for each day in which work was performed.
- 22.07** Employees who are entitled to more than ten (10) days of vacation shall only be entitled to a maximum unbroken period of ten (10) days of vacation at any one time unless extended by mutual agreement between the employee and the supervisor.
- 22.08** For the purpose of vacation, one week vacation shall equal seven calendar days.
- 22.09** Vacation entitlement for part time and casual employees will be based on 1725 hours paid by the employer being equal to one year of full time entitlement.
- 22.10** If a paid holiday falls or is observed during a full time employees vacation, she shall be granted a lieu day, which may be taken in conjunction with the vacation or as per Article 21.05.

## **ARTICLE 23 - SICK LEAVE**

### **23.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with pay as per Article 23.02, by virtue of being sick or disabled, exposed to a contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **23.02 Amount of Paid Sick Leave**

Sick leave shall be earned at the rate of one (1) day for every month a full-time employee is employed.

Part-time employees shall accumulate one (1) day for each one hundred fifty (150) hours worked, to a maximum of one (1) day per month.

### **23.03 Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue for his future benefits. The maximum accumulation of sick leave shall be forty (40) days.

**23.04      **Illness in the Family****

Where no one at home other than the employee can provide for the needs during illness of an immediate member of her family, an employee shall be entitled after notifying her supervisor, to use a maximum of ten (10) accumulated sick leave days to care for the member of the family who is ill and resides in the employee's home.

An employee may be required to submit a note in accordance with Article 23.07.

**23.05**      Immediately after the close of each calendar year the Employer shall advise each employee in writing of the amount of sick leave accrued to his credit.

**23.06**      Days lost on Worker's Compensation or equivalent shall not be counted against accumulated sick days. Salary will be paid for the day of injury.

**23.07**      The employee shall be required to provide proof of illness by medical certificate if absence is longer than three (3) working days.

**ARTICLE 24 – LEAVES OF ABSENCE**

**24.01      **Personal Leave of Absence****

The Home shall have the discretion to grant a leave of absence without pay for personal reasons, provided that the Administrator receives at least one month's advance notice in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Home. This discretion shall not be unreasonably exercised. Applicants when applying must indicate the date of departure and specify the date of return.

**24.02**      No employee will accumulate seniority, vacation allowance, be paid for holidays, nor will any other benefits in this Agreement accrue or be paid while the employee is on a leave of unpaid absence in excess of thirty (30) days, but seniority and other accumulative credits established at the point of leave will be reinstated on return to work. Benefit coverage may be continued by the employee, while on leave of absence, provided the employee reimburses to the Home the total cost of the premiums of any benefits for each leave of absence that the employee takes. Said employee's share of benefit premiums must be paid in full prior to the commencement of the leave.

**24.03**      It is understood that employees who are on approved leaves of absence with pay shall retain and accumulate seniority.

#### **24.04 Leave of Absence for Union Functions**

Upon request to the Home, an employee elected or appointed may be granted an unpaid leave of absence without loss of seniority to attend Union conventions or seminars provided the Home receives at least three (3) weeks prior notice.

It is understood that the total aggregate of Union Leave will be to a maximum of sixty (60) days per calendar year.

The Home may, but shall not be required, to grant such a leave on less than twenty-one (21) calendar day's notice. It is understood that the Union will not request leave of absence for more than two (2) employees from the bargaining unit.

#### **24.05 Pay During Leave of Absence for Union Functions**

An employee shall receive the pay and benefits provided for in this Agreement when on such unpaid leave of absence for union functions. However, the Union shall reimburse the Home for all pay and benefits during the period of absence.

#### **24.06 Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision;
- (b) The Employer agrees to provide employees on pregnancy leave with two (2) weeks pay at seventy-five percent (75%) of the employee's regular salary to cover the U.I. waiting period.

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.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under the plan.

- (c) The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Home with her doctor's certificate as to pregnancy and expected date of delivery;
- (d) Credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the pregnancy leave;
- (e) Credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue during the entire period of the pregnancy leave;
- (f) The Home will continue to pay its share of the premiums of the subsidized employee benefits, including pensions, in which the employee is participating during the entire period of the pregnancy leave;
- (g) The employee shall reconfirm her intention to return to work on the date originally provided to the Home by written notification to be received by the Home at least two (2) weeks in advance thereof;
- (h) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift, in the same department and at the same rate of pay;
- (i) Seniority for all purposes continues to accrue during pregnancy and parental leaves and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if she had worked through the leave.

The Home will continue its benefit contribution during a pregnancy, adoption or parental leave. Employees must pay their portion if any of benefit coverage to the Employer on the first day of each calendar month, in advance.

**Effective November 30, 2020:**

Pregnancy Leave will be granted in accordance with the *Employment Standards Act 2000* unless otherwise amended.

The Employer agrees to provide employees on pregnancy leave with one (1) weeks pay at 75% of the employees regular salary to cover the Employment Insurance waiting period.

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 the *Employment Standards Act, 2000*, 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 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. Such leave may begin no earlier than seventeen (17) weeks before the expected birth date. Where the Employee is entitled to take parental leave, her pregnancy leave will end seventeen (17) weeks after the pregnancy leave began.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that 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 the plan.

#### **24.07 Parental Leave**

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision;
- (b) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;
- (c) The employee will give written notification two (2) weeks prior to the commencement of the leave together with the expected date of return;
- (d) The employee has the right to extend the parental leave to twelve (12) months in total. Written notice by the employee to extend the parental leave will be given at least (2) weeks prior to the termination of the initially approved leave;



- (e) Credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the parental leave.
- (f) In addition, credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue the entire period of the parental leave;
- (g) The Home will continue to pay its share of the premiums of the subsidized employee benefits, including pensions, in which the employee is participating during the entire period of the parental leave;
- (h) The employee's intention to return to work on the date originally provided to the Home shall be reconfirmed by written notification at least two (2) weeks in advance thereof;
- (i) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to her former duties, on the same department, and at the same rate of pay;
- (j) Seniority for all purposes continues to accrue during pregnancy and parental leaves and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced, or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave.

The Home will continue its benefit contribution during a pregnancy, adoption or parental leave. Employees must pay their portion if any of benefit coverage to the Employer on the first day of each calendar month, in advance.

**Effective November 30, 2020:**

Parental leave will be granted in accordance with the *Employment Standards Act, 2000* unless otherwise amended.

The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

Parental leave for a pregnant Employee shall begin immediately following the end of her pregnancy and shall continue for a total of sixty-one (61) weeks.

Parental leave for an Employee who is not the birth mother of the child may begin at any time within seventy-eight (78) weeks after the day the child came into the custody, care and control of the Employee. The total length of the parental leave in such circumstance is sixty-three (63) weeks.

An employee who is on parental leave as provided under this agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the *Employment Standards Act, 2000* 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 receipt by the Employer of the employees 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. the employee's regular weekly earnings shall be determined by multiplying her regular hourly rate at her last day worked prior to the commencement of the leave times her normal weekly hours.

Where an employee elects to receive parental leave benefits pursuant to section 12 (3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to section 12 (3) (b)(i) of the Employment Insurance Act.

### **General Provisions Applicable to Pregnancy and Parental Leaves**

An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.

An employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks written notice before the earlier date.

Employees are entitled during pregnancy and parental leave to continue participation in pension plans, life insurance plans, accidental death plans, extended health plans and dental plans where applicable. The Employer shall continue to make the Employer's contributions for the prescribed benefit plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions during the leave period.

Subject to any changes to the employees status which would have occurred had he or she not been on parental leave the employee shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.

Seniority for full-time employees shall continue to accumulate during pregnancy or parental leave.

**24.08 Jury/Court Witness Duty**

The Employer shall grant leave of absence without loss of regular pay to an employee who serves as a juror or is required by subpoena to attend a court of law (or Coroner's Inquest related to their employment at Carleton Place Terrace by Symphony) providing the employee:

- (a) notifies the Employer as soon as she becomes aware that she will be subpoenaed or receives the subpoena whichever comes first;
- (b) presents to the Employer proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation excluding mileage or travel and meal allowances and an official receipt;
- (d) if not selected to sit on a jury or released as a witness, the employee shall forthwith contact his supervisor and inform him of same and the supervisor will endeavour to reschedule the employee's return to work as soon as possible.

**24.09 Bereavement Leave**

- (a) In the event of the death of a member of the immediate family, an employee shall be granted up to five (5) consecutive days off without loss of regular pay prior to and inclusive of the day of the funeral. "Immediate family" means father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse), child or step-child.

In the event of a death of employee's grandparent, grandchild, mother-in-law or father-in-law the Employer agrees to grant time off of up to three (3) days without loss of regular pay. In the event of the death of an employee's brother-in-law or sister-in-law, the Employer agrees to grant time off of one (1) day without loss of regular pay.

- (b) Upon request, an employee may extend such leave without pay. Such decision shall be determined in a fair and reasonable manner.
- (c) An employee shall not be denied bereavement leave in the event that the death occurs while the employee is on paid vacation. Such paid vacation shall be recredited to the employee.

- 24.10** Where the burial occurs more than four hundred (400) kilometres from the Home, additional leave shall also be provided to include paid time for travelling. Such time shall not exceed two (2) days.

**24.11** The Employer may at its discretion request proof of death. Proof of death includes a newspaper obituary or death announcement.

**24.12** In the event of the death of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, ward, aunt, uncle, nieces, nephews, or fiancé(e), pay for the bereavement leave specified in Article 24.09 shall be limited to two (2) days.

**24.13** An employee is not eligible to receive payment under the terms of bereavement leave during any period that the employee is already in receipt of pay.

**24.14 Education Leave**

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the cost of the course including lost time from work upon successful completion of the course and one year's service thereafter. An employee shall be entitled to a leave of absence without pay and without loss of seniority and benefits, for the purpose of taking examinations to upgrade her employment qualifications.

**ARTICLE 25 - WAGES AND ALLOWANCES**

**25.01 Pay Days**

The Home agrees that wage will be paid every second Friday. Employees will be paid wages for each pay period including overtime due to the employee.

**25.02** On each payday each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

**25.03 Pyramiding**

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall be same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.

**25.04** Where there is a discrepancy in a pay cheque of more than \$50.00, the employee shall be paid within 4 business days from bringing it to the attention of the manager.

In the case of overpayment of an employee, the employee shall either provide the employer with a cheque in the amount of the overpayment of

make arrangements (within 7 calendar days of it being brought to the attention of the employee) with the manager to have the overpayment deducted from the employees subsequent pay(s).

## **25.05 Weekend and Evening Premium**

- (a) An employee shall be entitled to a shift premium of thirty cents (30¢) per hour for all hours worked between 1500 and 0700.

Only the hours worked between 1500 and 0700 shall be paid the shift premium.

- (b) All employees who work from 2300 hours Friday to 0700 hours Monday shall be paid an additional fifteen cents (15¢) per hour. When applicable, this premium will be applied in addition to the premium stipulated above.

## **ARTICLE 26 - EMPLOYEE BENEFITS PLANS**

### **26.01 Employee Benefits Plan**

- (a) The Employer agrees to pay eighty percent (80%) of the billed premiums for coverage of employees under an extended health care benefits plan which provide for vision care at two hundred (\$200.00) every two (2) years for each family member, prescription drugs at eighty percent (80%) coverage with a \$25/single, \$50/family per year deductible, semi-private ward coverage.

Effective December 30, 2020, the Employer agrees to pay eighty percent (80%) of the billed premiums for coverage of employees under an extended health care benefits plan which provide for vision care at two hundred and seventy-five (\$275.00) every two (2) years for each family member, prescription drugs at eighty percent (80%) coverage with a \$25/single, \$50/family per year deductible, semi-private ward coverage.

- (b) The Employer agrees to pay one hundred percent (100%) of the billed premium for coverage of employees under the group life insurance plan, which will provide an amount of term life insurance in the amount of the employee's annual salary to a maximum of twenty-five thousand dollars (\$25,000.00).
- (c) The Employer agrees to pay eighty percent (80%) of the billed premium for coverage equivalent to Blue Cross #9 at the current ODA rates as amended from year to year of the Collective Agreement.

### **26.02 Workers Compensation Board**

The Home shall be covered by the Workers Compensation Board legislation or equivalent.

**26.03 Nursing Home and Related Industry Pension Plan  
(Effective March 18, 2011)**

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

.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:

- the straight time component of hours on a holiday
- holiday pay, for the hours not worked
- vacation pay

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.

.02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three and one half percent (3.5%) 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 and one half percent (3.5%) of applicable wages to the Plan.

Effective December 31, 2018, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

.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.

.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 towards 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 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.

- .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 .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.

- .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**

### **27.01 Health and Safety Committee**

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness;
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees;
- (c) 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;
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions;
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.01 Accommodation**

Accommodation shall be provided for employees to have their meals and store and change their clothes.

### **28.02 Bulletin Boards**

The Home shall provide one (1) bulletin board which shall be placed so that all employees will have access to it upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. However, any such notices which do not pertain to matters which are set in this Agreement, must first be approved by the Home prior to their posting. Such agreement will not be unreasonably withheld.



**28.03 Standard Time Change**

At the time of change from standard to daylight saving time or vice versa, the time change will take place at 2:00 a.m. Each shift will be paid for time worked only at the regular rate of pay.

**28.04 Notice**

Any notice to any employee under this Agreement may be given personally or by prepaid registered post addressed to the employee at their last address shown on the Home's records, or by telegram and such notice shall be deemed to have been given when delivered to the postal or telegraph authorities.

**28.05 Printing of Agreement**

The cost of printing this Collective Agreement will be shared equally by the Union and the Home.

**28.06** Subject to availability and Employer approval, the Union will hold its general membership and executive meetings at Carleton Place Terrace by Symphony. It is understood that attendance at these meetings will be on an employee's own time, and that the meetings will not interfere with the efficient administration of Carleton Place Terrace by Symphony.

**28.07 Job Descriptions**

The Employer shall provide the Union with a copy of job descriptions for all positions within the bargaining unit.

When a job is substantially changed, a new job description will be forwarded to the Union.

**28.08 Clothing Allowance**

The Employer agrees to pay the sum of eighty dollars (\$80.00) to each employee, payable on their anniversary date.

Effective November 30, 2020, the Employer agrees to pay the sum of one hundred and twenty dollars (\$120.00) to each employee, payable on their anniversary date.

## **ARTICLE 29 - GENERAL**

### **29.01 Interpretation**

Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies and vice-versa. Where the singular is used it may also be deemed to mean the plural within the appropriate context.

### **29.02 Restrictions on Contracting-Out**

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

## **ARTICLE 30 – TERM OF AGREEMENT**

### **30.01 Duration**

This Agreement shall be binding and remain in effect from January 1, 2019 to December 31, 2020 and shall continue from year to year thereafter unless either party gives to the other party notice in writing as per the Labour Relations Act that it desires termination or amendment.

### **30.02 Changes in Agreement**

Changes to this Agreement may be made by written agreement between the parties hereto at any time during the existence hereof.

### **30.03 Notice of Changes Upon Termination of Agreement**

Either party desiring to propose changes to this Agreement shall, within the last ninety (90) days prior to the termination date hereof, give notice in writing to the other party.

### **30.04 Agreement to Continue in Force**

Where a notice pursuant to Article 30.03 is given, the provisions of the Agreement shall continue in force until a new Collective Agreement is signed.

Dated at Ottawa this 22 day of June 2021.

**ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES,  
LOCAL 4276-01**

**ON BEHALF OF CARLETON PLACE  
MANOR**

  
Rachel Reed (Jul 14, 2021 19:23 EDT)

\_\_\_\_\_  
Rachel Reed  
President

  
Connie McIntosh (Jun 22, 2021 12:37 EDT)

\_\_\_\_\_  
Jeff Davis  
CEO



\_\_\_\_\_  
Mark Kotanen  
National Representative

**WAGE SCHEDULE  
 CUPE LOCAL 4276-01**

<b>Laundry/Housekeeping/Dishwasher Receptionist/Maintenance/Server</b>				
	<b>Start</b>	<b>Off Probation</b>	<b>1 Year</b>	<b>2 Years</b>
Effective January 1, 2019	\$14.94	\$15.05	\$15.12	\$15.53
Effective January 1, 2020	\$15.24	\$15.35	\$15.42	\$15.85
<b>Resident Specialist/Guest Attendant</b>				
	<b>Start</b>	<b>Off Probation</b>	<b>1 Year</b>	<b>2 Years</b>
Effective January 1, 2019	\$16.61	\$17.06	\$17.57	\$18.07
Effective January 1, 2020	\$16.94	\$17.41	\$17.93	\$18.44
<b>Resident Specialist (with medication)</b>				
	<b>Start</b>	<b>Off Probation</b>	<b>1 Year</b>	<b>2 Years</b>
Effective January 1, 2019	\$17.78	\$18.24	\$18.75	\$19.26
Effective January 1, 2020	\$18.13	\$18.60	\$19.12	\$19.64
<b>Cook 1</b>				
	<b>Start</b>	<b>Off Probation</b>	<b>1 Year</b>	<b>2 Years</b>
Effective January 1, 2019	\$17.78	\$18.24	\$18.75	\$19.26
Effective January 1, 2020	\$18.13	\$18.60	\$19.12	\$19.64
<b>Cook 2</b>				
	<b>Start</b>	<b>Off Probation</b>	<b>1 Year</b>	<b>2 Years</b>
Effective January 1, 2019	\$16.30	\$16.96	\$17.28	\$17.81
Effective January 1, 2020	\$16.63	\$17.30	\$17.62	\$18.17
<b>RPN</b>				
	<b>Start</b>	<b>Off Probation</b>	<b>1 Year</b>	<b>2 Years</b>
Effective January 1, 2019	\$23.40	\$24.06	\$24.77	\$25.47
Effective January 1, 2020	\$23.87	\$24.54	\$25.26	\$25.98