



COLLECTIVE AGREEMENT

between

**PEI Atlantic Baptist Homes Inc.
(hereinafter called "the Home")**

and the

**Canadian Union of Public Employees (CUPE)
Local 2523
(hereinafter called "the Union")**

July 1, 2021 to June 30, 2024

Table of Contents

ARTICLE 1 - PREAMBLE	4
ARTICLE 2 - MANAGEMENT RIGHTS.....	4
ARTICLE 3 - RECOGNITION AND NEGOTIATION	5
ARTICLE 4 – DEFINITIONS.....	5
ARTICLE 5 - PROBATIONARY PERIOD	7
ARTICLE 6 - PAYMENTS AND BENEFITS OF PART-TIME EMPLOYEES AND TEMPORARY EMPLOYEES.....	8
ARTICLE 7 - NO DISCRIMINATION	9
ARTICLE 8 - UNION SECURITY	9
ARTICLE 9 - CHECK-OFF OF UNION DUES.....	9
ARTICLE 10 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	10
ARTICLE 11 - CORRESPONDENCE	10
ARTICLE 12 - LABOUR MANAGEMENT COMMITTEE	11
ARTICLE 13 - EMPLOYER-EMPLOYEE BARGAINING COMMITTEE	12
ARTICLE 14 - GRIEVANCE PROCEDURE	13
ARTICLE 15 - ARBITRATION	15
ARTICLE 16 - DISCHARGE, SUSPENSION AND DISCIPLINE	17
ARTICLE 17 - SENIORITY	18
ARTICLE 18 - PROMOTION AND STAFF CHANGES.....	19
ARTICLE 19 - LAY-OFFS AND REHIRING	20
ARTICLE 20 - HOURS OF WORK.....	22
ARTICLE 21 - OVERTIME.....	24
ARTICLE 22 – UNIFORMS	25
ARTICLE 23 - INJURED ON DUTY	25
ARTICLE 24 - LEAVE OF ABSENCE	26
ARTICLE 25 - MATERNITY LEAVE	29
ARTICLE 26 - INCLEMENT WEATHER.....	30
ARTICLE 27 - VACATIONS	30
ARTICLE 28 - HOLIDAYS.....	33

ARTICLE 29 - SICK LEAVE	34
ARTICLE 30 - TEMPORARY ASSIGNMENTS	35
ARTICLE 31 - PAYMENT OF WAGES	36
ARTICLE 32 - PAYROLL PERIODS.....	36
ARTICLE 33 - SAFETY AND HEALTH.....	37
ARTICLE 34 - GROUP LIFE INSURANCE AND MEDICAL HEALTH PLAN	37
ARTICLE 35 – VIOLENCE	38
ARTICLE 36 - MERGER AND AMALGAMATION	39
ARTICLE 37 - ESTABLISHMENT OR ELIMINATION OF A POSITION	39
ARTICLE 38 - BULLETIN BOARDS	40
ARTICLE 39 - CONDITIONS OF AGREEMENT CONTINUE	40
ARTICLE 40 - JOB SECURITY.....	40
ARTICLE 41 - STAFF TRAINING.....	40
ARTICLE 42 - CONTINUATION OF ACQUIRED RIGHTS	40
ARTICLE 43 - TERM OF AGREEMENT.....	41
ARTICLE 44 – HARASSMENT	42
ARTICLE 45 - DISABLED EMPLOYEE PREFERENCE	42
SCHEDULE “A”	43
APPENDIX “B”	46
APPENDIX “C”	48
APPENDIX “D”	49
APPENDIX “E”	52
APPENDIX “F”	53
Activities II Credentials - Letter of Understanding.....	57
Letter of Understanding	58
Health and Dental Surpluses and Deficits.....	58
Letter of Understanding:	59
Training Opportunities	59

ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
 - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
 - (c) To encourage efficiency in operation.
 - (d) **To recognize the value of the Employer and the employees to the care, security and dignity of the residents.**
 - (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union; and
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 It is the function of the Employer to:
- (a) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Nursing Home.
 - (a) To maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations.
 - (c) To hire, transfer, layoff, promote, demote, classify and assign duties.
 - (d) To discharge, suspend or otherwise discipline employees for just **cause**.
 - (e) To plan, direct and control the work of the employees and the operations of the Nursing Home.

The rights reserved to management herein are subject to the other

provisions of this Agreement and shall be exercised in a manner consistent therewith.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 **Bargaining Rights** - The Employer recognizes the Canadian Union of Public employees, Local 2523 as its sole and exclusive collective bargaining agent for all of its employees save and except Administrator, Director of Nursing, Registered Nurses and Secretary to the Administrator as covered by the certification order and hereby agrees to negotiate with the Union or any of its authorized Committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 **Work of the Bargaining Unit** - Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon by the parties.
- 3.03 **No Other Agreements** - No employee shall be required or permitted to make a written or verbal agreement with the Employer or **their** representatives which may conflict with the terms of this Collective Agreement.
- 3.04 **Union Responsibility** - The Union agrees that during the life of this Agreement, there shall be no strikes, suspension or slowdown of work, picketing or any other interference with the Home's business and to this end, the Union will take affirmative action to prevent any employee covered by this Agreement from going on strike or suspending or slowing down **their** work or picketing or otherwise interfering with the Home's business.
- 3.05 **Home Responsibility** - The Home agrees that there shall be no lockout of employees during the life of this Agreement.

ARTICLE 4 – DEFINITIONS

- 4.01 "Employee" means any person in the bargaining unit who is employed by the Employer for remuneration.
- 4.02 A "Permanent Employee" is one who has been in the employ of the Employer in the Bargaining Unit covered by this Agreement and has completed the probationary period.
- 4.03 (a) A "permanent part-time employee" is one who regularly works less

than thirty-seven and one-half (37 ½) hours per week on a recurring and regularly scheduled basis and scheduled for additional work as it becomes available, pursuant to Article 6.05. Permanent part-time employees will make every possible effort to make themselves available for work. A "permanent part-time employee" will be part of the Bargaining Unit. The probationary period shall apply to positions which are "permanent part-time".

- (b) A "casual part-time employee" is one who is not regularly scheduled but is called for work available. These casual part-time employees will make every possible effort to make themselves available for work **and, at a minimum, work three shifts within a three (3) month period, unless on approved leave. If not available, the casual part-time employee will be deemed to have resigned.** A casual part-time employee will be part of the bargaining unit. The probationary period shall apply to positions which are casual part-time.

- 4.04 "Temporary Employee" means a person who is employed to work for a specified period of time to fill a position which is vacant due to absence of a permanent employee through illness, accident, vacation or approved leave of absence. Any position occupied by a temporary employee shall be assumed by the holder of the permanent position on **their** return to duty. If the position for which the temporary employee was hired becomes vacant, it shall be posted in accordance with the terms of this Agreement. The temporary employee shall have all the rights and privileges as conferred by this Agreement unless otherwise specified. Permanent part-time employees shall have preference to filling the "temporary" positions.
- 4.05 "Probationary Employee" means a person as defined in Article 4.02 and 4.03 who has not completed the probationary period.
- 4.06 "Seniority" is defined as the length of service in the Bargaining Unit since the last date of hire and shall include service with the Employer prior to the certification or recognition of the Union. Last date of hire for the purpose of this Agreement means continuous employment with the P.E.I. Baptist Home uninterrupted due to severance.
- 4.07 "Classification" means the position a person holds, as listed in Schedule "A" of this Agreement.
- 4.08 "Bargaining Unit" means the employees covered by the Certification Order #14-81, issued July 2, 1981 of the Canadian Union of Public Employees, Local 2523.

- 4.09 "Promotion" means an appointment by the Home of an employee from one classification to another classification for which the employee gains greater satisfaction.
- 4.10 "Shift Schedule" means a written statement setting forth the days and hours upon which employees are required to work.
- 4.11 "Department" means a working unit or service as defined by the Employer.
- 4.12 "Shift" means the normal consecutive working hours scheduled for each employee which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period, there will normally be three shifts: day, evening and night shift. The first shift of each day shall be the night shift. Any shift commencing between 5 AM - 11 AM shall be the day shift.
- 4.13 "Week-end" shall mean Saturday and Sunday, except for the permanent night shift employee, where it shall mean Friday and Saturday.
- 4.14 "Shall" is imperative and "May" is permissive.
- 4.15 Words importing male persons include female persons and vice versa.
- 4.16 Words in the singular include the plural and words in the plural include words in the singular.

ARTICLE 5 - PROBATIONARY PERIOD

- 5.01 "Probationary Period" shall be a period of **four hundred and fifty (450)** working hours from the last date of hiring. **The Employer will meet with all probationary employees prior to three hundred (300) working hours to provide a written performance evaluation.** Upon completion of the probationary period, seniority shall be effective from the last date of hire.
- 5.02 The "Probationary Period" may be extended beyond the **four hundred and fifty (450)** working hours limit. Written notice will be given to the employee and the Union prior to the expiry date of this extension of the probationary period. Such extension shall not exceed one hundred and sixty-two (162) working hours and shall not be renewable.
- 5.03 During their "Probationary Period", employees shall benefit from all

of the provisions in this Collective Agreement unless otherwise specified. The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure. **The decision of whether a Probationary Employee is suitable for ongoing employment with the Employer is vested exclusively with the Employer.** After completion of the probationary period, the Secretary or President of the Union will be notified and seniority shall be effective from the last date of hire.

- 5.04 After completion of the probationary period, the secretary and President of the Union will be notified, and seniority shall be effective from the last date of hire.**

ARTICLE 6 - PAYMENTS AND BENEFITS OF PART-TIME EMPLOYEES AND TEMPORARY EMPLOYEES

- 6.01 All permanent part-time, casual part-time and temporary employees shall be paid in accordance with Schedule "A".
- 6.02 Subject to Article 4.04, if a vacancy exists, then a permanent part-time or casual part-time employee, who has completed **their** probationary period, may apply for a position on the permanent staff and shall be given preference in accordance with the seniority and job posting provisions of this Agreement. If the permanent position is within the same classification and department, no further trial period shall be required.
- 6.03 The permanent part-time or casual part-time employee is entitled to all the benefits of this Agreement on a pro-rata basis. Each employee shall accumulate vacation and holiday benefits for periods of six (6) months before they may take advantage of the benefits accrued.
- 6.04 The temporary employee, when the employee does not come from the ranks of the permanent part-time or casual part-time employees, is entitled to vacation pay at the rate of one (1) days pay for each month of service to a maximum of ten (10) days in addition to the other benefits of this Agreement.
- 6.05 Notwithstanding Article 3.03, the permanent part-time or casual part-time employees who request additional work shall be given extra hours, other than overtime, based on seniority, provided they have given their Supervisor written notice and operational requirements permit.

- 6.06 Subject to the foregoing, the permanent part-time, casual part-time and temporary employees shall be entitled to all privileges as defined in the Collective Agreement unless otherwise specified.

ARTICLE 7 - NO DISCRIMINATION

- 7.01 The Employer 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, lay off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence nor by reason of **their** membership or activity in the Union or any other reason.

ARTICLE 8 - UNION SECURITY

- 8.01 Within one week of the signing of this Agreement, all employees of the Employer, within the bargaining unit, shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 9 - CHECK-OFF OF UNION DUES

- 9.01 Check-Off Payments - The Employer shall deduct from every employee covered by this Agreement, any monthly dues, initiation fees or assessments levied by the Union in accordance with its Constitution and By-Laws.
- 9.02 Deductions - Deductions shall be made from each pay period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the first (1st) day of the following month accompanied by a list, in duplicate, of the names; including classifications, department, and the amount of deduction from each employee from whose wages the deductions have been made. A completed form letter as per Appendix "C" shall accompany said list. Union dues shall not be deducted while an employee is on unpaid leave of absence.

ARTICLE 10 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

10.01 (a) New Employees - The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off and be provided with the name of their Local President. The Employer shall notify the Union in writing of the names **classification, employment status (e.g. full-time, part-time, casual), and start date** of all new hires **prior to their first day of employment.**

(b) New Employee Orientation

The Local President, or designate, and the new employee shall be given an opportunity to meet privately, within regular working hours without loss of pay, for up to thirty (30) minutes during the new employee's orientation.

"Privately" means in the absence of the Employer and not one Employee at a time.

10:02 Copies of Agreement - On a monthly basis, the names, department and home phone numbers of the new employees shall be given to the Secretary of the Union in writing. The Employer shall be responsible to provide the new employees with a copy of the collective agreement.

ARTICLE 11 - CORRESPONDENCE

11:01 Correspondence - All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the employer and the Secretary or President of the Union.

11:02 The Union may request, from time to time, contact information of Employees from the Employer no more than three times a year. This will include the Employee's name, mailing address, personal email, and telephone numbers. The parties agree the Union has the right to request contact information of individual Employees and providing such information to the Union is not a violation of the Employees' privacy rights. Both parties agree the Union has the right to obtain this information provided the information is used for Union business. When requested the Employer will provide the information within five (5) business days. The parties further agree the Employer cannot

assure the Employee's contact information is accurate or current.

ARTICLE 12 - LABOUR MANAGEMENT COMMITTEE

- 12.01 Establishment of Committee - A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved **care** to the **residents** and job security for the employees.
- 12.02 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 **Union**, Employer and the employee.
 - (b) Improving and **enhancing care to the residents**.
 - (c) Promoting safety and sanitary practices.
 - (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
 - (e) Correcting conditions causing grievances and misunderstandings.
- 12.03 Meetings of Committee - The Committee shall meet every second month or at the call of the Chairperson.
- 12.04 Chairperson of the Meeting - An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.
- 12.05 Minutes of the meeting - Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairman as promptly as possible after the close of the meeting. The Union, and the Employer shall each receive a signed copy of the minutes within a reasonable time following the meeting. The employer and the Union shall provide secretary services on an alternate basis. The minutes will be posted within ten (10) days of the meeting.
- 12.06 Problems arising from minutes - Any resolutions reached at a particular Labour Management Meeting shall be implemented or otherwise appropriately dealt with in advance of the next scheduled Labour Management Meeting.
- 12.07 Jurisdiction of Committee - The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of

this Collective Agreement. 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 discussion and conclusions.

ARTICLE 13 - EMPLOYER-EMPLOYEE BARGAINING COMMITTEE

- 13.01 Representation - The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed Representative of the Union shall be the Spokesman. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Likewise, the Employer will supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 13.02 Union Bargaining Committee - The Local Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Local Union. One (1) of the four (4) members of the Local Union Bargaining Committee shall be considered an alternate. The alternate shall be entitled to be at the table and participate fully in the bargaining process but the expenses of the alternate, pursuant to Article 13.06, shall be the sole responsibility of the Local Union. The Union will advise the Employer of the Local Union nominees to the Committee.
- 13.03 Function of the Bargaining Committee - All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 13.04 Representative of Canadian Union - The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives shall have escorted access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 13.05 Meeting of Committee - In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual

agreement. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given unless extended by mutual agreement between the parties.

- 13.06 Time Off for Meeting - Any Representative of the Union on the Bargaining Committee who is in the employ of the Employer shall have the right to attend meetings with the Employer held within working hours without loss of remuneration.
- 13.07 Technical Information - The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit and job classifications.
- 13.08 Management Representative - Management shall have the right at any time to have the assistance of a Representative professionally trained and experienced in the field of labour relations to assist when dealing or negotiating with the Union.
- 13.09 The cost of printing this Agreement in numbers sufficient for distribution to each party shall be borne equally by the Employer and the Bargaining Unit. The Bargaining Unit shall not receive less than one hundred and fifty (150) copies.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.01 Recognition of Union Stewards and Grievance Committee - In order to provide an orderly and speedy procedure for the settling of grievances, the Employer recognizes the Union Stewards and grievance committee members appointed by the Union. The Steward shall assist any employee, which the Steward represents, in preparing and presenting **their** grievance in accordance with the grievance procedure.
- 14.02 Names of Stewards - The Union shall notify the Employer in writing of the name of each Steward and the department(s) he represents and the name of the Chief Steward before the Employer shall be required to recognize him.
- 14.03 Grievance Committee - The Grievance Committee of the Union shall be the Chief Steward as Chairman, the President and the Shop Steward from the Department that the grievance arises.
- 14.04 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 the Steward will not leave **their** work during working hours except to perform **their** duties under this Agreement. Therefore, no Steward shall leave **their** work without obtaining the permission of **their** Supervisor; which permission shall not be unreasonably withheld.

14.05 Definition of Grievance - A grievance shall be defined as any dispute arising out of interpretation, application, administration or alleged violation of the Collective Agreement or a case where the Employer is alleged to have acted unjustly or improperly.

14.06 Complaint Procedure - If an employee has a complaint, he or she, who may request the assistance of the Steward, shall discuss it with the immediate Supervisor within seven (7) calendar days after the circumstances giving rise to the complaint have originated or occurred. The Supervisor shall give **their** reply within five (5) working days after receiving the employees complaint. Failing settlement, the grievance may be lodged by the employee within two (2) working days following the reply of the immediate Supervisor.

14.07 Settling of Grievance - An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1 - The aggrieved employee(s) will submit the grievance to **their** Steward. If the employee's Steward is absent, **they** may submit **their** grievance to the Chief Steward and/or other member of the Grievance Committee. At each step of the Grievance Procedure, the grievor shall have the right to be present.

Step 2 - If the Steward and/or the Grievance Committee consider the grievance to be justified, they will seek to settle the dispute with the Administrator or **their** Agent who shall convene a meeting of the parties, within five (5) working days of receiving the grievance, to hear the grievance and to render a decision. The decision shall be rendered within five (5) working days of the meeting.

Step 3 - Failing a satisfactory settlement being reached the Union may refer the dispute to arbitration.

14.08 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union or the Employer has a grievance, either of the parties may file a Policy Grievance on the matter(s).

14.09 Union May Institute Grievance - The Union and its Representatives shall have the right to originate a grievance on behalf of an employee or groups of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

- 14.10 Grievance on Safety - An employee or group of employees, who is/are required to work under unsafe or unhealthy conditions shall have the right to file a grievance and such grievance shall receive preferred handling to ensure a speedy settlement.
- 14.11 Replies in Writing - Replies to grievances stating reasons shall be in writing at all stages.
- 14.12 Mutually Agreed Changes - Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure. Any such mutually agreed changes can only be reached between the Local Union and the Employer.
- 14.13 Technical Objections to Grievance - No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which he deems just and equitable.
- 14.14 The Employer shall have the right to institute a grievance with the Union within ten (10) days of the alleged grievance. Failing a satisfactory settlement being reached within ten (10) working days, the Employer may refer the dispute to arbitration and such referral shall take place within ten (10) working days.

ARTICLE 15 - ARBITRATION

- 15.01 Composition of Board of Arbitration - When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairman. The party requesting arbitration may propose that the matter be heard by a single Arbitrator. In this event, the parties shall meet within ten (10) days of the receipt of the request for arbitration to determine a person who would be mutually acceptable as Arbitrator. In the event that the parties cannot agree on an Arbitrator, the party submitting the matter to arbitration shall advance the name of their nominee to an Arbitration Board, following which the procedure set forth shall be followed.
- 15.02 Failure to Appoint - If the party receiving the notice fails to appoint an

Arbitrator or if the two appointees fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

- 15.03 Board Procedure - The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) working days from the time the Chairman is appointed.
- 15.04 Decision of the Board - The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 15.05 Disagreement on Decision - Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do at the convenience of the Chairman.
- 15.06 Expenses of the Board - Each party shall pay:
- 1) The fees and expenses of the Arbitrator it appoints.
 - 2) One-half (½) of the fees and expenses of the Chairman.
- 15.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary. The parties agree to act reasonably.
- 15.08 Witnesses - At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. Each party shall pay the expenses of its own witnesses.

ARTICLE 16 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 16.01 Discharge Procedure - An employee who has completed **their** probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, he shall be given the reason in the presence of a Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 16.02 Unjust Suspension or Discharge - An employee who has been unjustly suspended or discharged shall be immediately reinstated in **their** former position without loss of seniority. He shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- 16.03 Warnings - Whenever the Employer or **their** authorized Agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring **their** work up to a required standard by a given date, the employer shall, within ten (10) **business** days thereafter, give written particulars of such censure to the Chief Shop Steward or President of the Union, with a copy to the employee involved.
- 16.04 Adverse Report - The Employer shall notify an employee in writing of any expression of dissatisfaction concerning **their** work within ten (10) **business** days of the event of the complaint. The employee shall be shown the written notice and sign it to demonstrate that the employee, in fact, has seen it. Should the employee so desire, a copy shall be forwarded to the Chief Shop Steward or President of the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of **their** work record for use against **them** at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to **their** work.

The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of **their** record. The record of an employee shall not be used against him at any time after twelve (12) months discipline free following a suspension or disciplining action, including letters

of reprimand or any adverse reports. Following twelve (12) months discipline free of the accusations or expression of dissatisfaction, these records shall be removed from the employee's file.

ARTICLE 17 - SENIORITY

- 17.01 Seniority Defined (Type of Seniority Unit) - Seniority is defined as the length of service in the bargaining unit since the last date of hire and shall be used in determining preference or priority for promotions, transfers, demotions, pick up of extra shifts other than overtime shifts, layoffs and recalls. Seniority shall operate on a bargaining unit wide basis.
- 17.02 Permanent employees will form one seniority grouping and will apply their seniority within their grouping. **Casual** part-time and temporary employees will form a second seniority group and will exercise their seniority within their grouping. In all circumstances, permanent employees shall have preference over casual part-time and temporary employees. Seniority for casual part-time and temporary employees shall be based on hours of work since the last date of hire.
- 17.03 Seniority List - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards three (3) times a year, no later than the 15th of January, May and September of each year. It is understood that posted schedules will not be affected by the new seniority list.
- 17.04 Loss of Seniority - An employee shall only lose **their** seniority in the event:
- (a) **They are** discharged for just cause and is not reinstated.
 - (b) **They** resign.
 - (c) **They are** absent from work without notifying the Home unless such notice was not reasonably possible.
 - (d) **They are** suspended for just cause, in which event the loss of seniority shall be for the period of suspension.
 - (e) **They are** laid off for a period longer than twelve (12) consecutive months.

- (f) Having been laid off, **they** fail to return to work within two (2) weeks of recall.
- (g) Abuse of sick leave policy may result in the employee being suspended or discharged.
- (h) **They** overstay a permitted leave of absence without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (i) **They** utilizes a leave of absence for purposes other than those for which the leave may have been granted.

17.05 Transfers and Seniority Outside Bargaining Unit - No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain **their** seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If such an employee returns to the bargaining unit, he shall be placed in a job consistent with **their** seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 18 - PROMOTION AND STAFF CHANGES

18.01 Job Posting - When any vacancy occurs or a new position is created within the bargaining unit which the Employer intends to fill, the Employer shall post notice of the position on bulletin boards for a minimum of ten (10) days.

18.02 Information on Posting - Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift or salary rate or range and defined position.

Such qualifications shall not be established in an arbitrary or discriminatory manner.

All job postings shall state: "This position is open to male and female applicants".

18.03 The Employer may, at the same time as the posting is made, advertise outside for additional employees, but no outside applications shall be considered until all applications from within the bargaining unit have been considered and it is found that there is no qualified applicant from within the bargaining unit.

18.04 Within seven (7) working days of the date of appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin board for a minimum of seven (7) working days and a copy will be given to the secretary of the Union.

18.05 Role of Seniority in Promotions and Transfers - Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity 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 required qualifications. Every effort shall be made for appointment from within the bargaining unit within ten (10) working days of posting. But in any event, appointments from within the bargaining unit shall be made within four (4) weeks of the posting.

18.06 Trial Period - The successful applicant shall be placed on trial in the new position for a period of up to three hundred (300) working hours. This trial period may be extended by written agreement of the Employer and the Union. Conditional on satisfactory service, the employee shall be declared permanent after the period of three hundred (300) working hours **in the new position**. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new position, he shall be returned to **their** former position, wage or salary and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to **their** former position, wage or salary.

18.07 If a position becomes available, a permanent part-time or casual part-time employee who wishes to work full-time will be given preference over a new applicant where the permanent part-time or casual part-time employee meets the requirements included on the posting.

ARTICLE 19 - LAY-OFFS AND REHIRING

19.01 In the event of lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

19.02 The Employer shall notify employees, who are regularly scheduled to be laid off, ten (10) working days prior to the effective date of lay-off.

If the employee has not had the opportunity to work the ten (10) working

days as provided in this article, she shall be paid for the days for which work was not made available.

19.03 Employees shall have bumping rights in accordance with their seniority. The right to bump shall include the right to bump up, providing the senior employee has the ability to perform the job.

19.04 Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the ability to perform such jobs following a trial or training period of three hundred (300) hours. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of **their** current address. The employee shall return to work within seven (7) calendar days from the time that **they** receive notice of recall unless, on reasonable grounds, **they are** unable to do so.

An employee who has been given notice of recall may refuse to exercise such right without prejudicing **their** right to recall in the future, if such recall is for a duration of less than one (1) year.

19.05 No new employees shall be hired until those laid off have been given the opportunity to recall. Laid-off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to lay-off and shall be entitled to apply for such jobs **they are qualified for**. A copy of the employee's request shall be given to the employee and sent to the Union.

19.06 The right of laid off employees to benefits under this Agreement shall continue for a period of three (3) months. In the event of a longer lay-off, employees affected shall have the right to continue coverage by making direct payments.

Where a laid off employee fails to pay the total of their required premiums (i.e. 50/50 for the first three (3) months and 100% for each month of their lay off thereafter) within six (6) months of layoff, or fails to maintain their required premiums each subsequent month thereafter, for the Group Life Insurance and Medical Health Plan, including Pension, pursuant to Article 34, the employee shall have their benefits described herein temporarily suspended. Should the employee have their benefits herein temporarily suspended as a result of non-payment of premiums owing, the employee shall not rejoin the above noted plans until they are recalled and return to work. Such rejoining shall be subject to the conditions of the respective plan(s) at the time. Once reinstated, employees shall make suitable arrangements regarding outstanding premiums due.

- 19.07 The Employer agrees to maintain as many full-time positions as possible.
- 19.08 "Lay-Off" means the termination of employment of an employee because of lack of work or because of the abolition of a post and recall rights will lapse if the lay-off lasts more than twelve (12) consecutive months.

ARTICLE 20 - HOURS OF WORK

- 20.01 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 week or days of work per week.
- The regular daily hours of work in each shift shall be seven and one-half (7 1/2) excluding meal period. The regular weekly hours of work shall be thirty- seven and one-half (37 1/2) averaged over a two (2) week period. The designated meal period shall be thirty (30) minutes each shift. Employees having to perform work during their designated meal period shall be compensated for that meal period.
- 20.02 Notwithstanding Article 3.03, full-time and permanent part-time employees shall receive two (2) consecutive days off in each pay period unless otherwise mutually agreed upon between the Employer and the employee(s) and shall be planned in such a way as to equally distribute free weekends as detailed in Article 20.03.
- 20.03 The Employer shall provide every second weekend off to full-time and permanent part-time employees. Such employees shall not work more weekends than those agreed above, unless otherwise mutually agreed between the Employer and the employee. This paragraph does not apply from December 15th to January 15th of any two (2) consecutive calendar years.
- 20.04 The Employer's working schedule shall be posted at least four (4) weeks in advance. The employee concerned shall be notified at least twenty-four (24) hours in advance if a change is made in the schedule. If an employee is not notified of such change and reports for work on any shift then that employee will be compensated for that shift, provided the employee remains to work the shift.
- 20.05 By mutual agreement between the Employer and the employee, an employee may agree to work on a fixed evening or night shift only.

In the interests of creating rotating shift work in the future, as existing

employees or fixed shifts terminate, newly hired employees shall not have the privilege of working on fixed day shifts.

- 20.06 No employee shall be required to work more than six (6) consecutive shifts without days off, unless otherwise mutually agreed.
- 20.07 There shall be at least sixteen (16) hours between shifts unless otherwise agreed to by mutual consent.
- 20.08 Shifts will be scheduled in a manner that recognize staff preferences, where the work schedule permits.
- 20.09 An employee shall not be required to work a double shift without **their** consent. All hours worked on the second (2nd) shift shall be at the overtime rate. Consent shall be waived in cases of extreme emergency.
- 20.10 Employees may exchange their days off with the consent of the Department Head or designate. The Employer shall not be responsible or liable for overtime claims that may arise or accrue as a result of the exchange.
- 20.11 There shall be no split shifts unless mutually agreed between the employee and the Employer.
- 20.12 All employees working day shift shall be permitted a fifteen (15) minute rest period both in the first and second half of their work days. All employees working evenings and night shifts shall be permitted one (1) thirty (30) minute rest period to be taken during their shift.
- 20.13 The changing of Daylight Saving to Standard Time or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours and no overtime shall accrue.
- 20.14 Effective the first full pay following signing of the collective agreement employees shall receive a shift differential payment of **two dollars (\$2.00)** per hour, for all time worked in the twelve (12) hour period between 5:30 PM and 5:30 AM, except for those employees who work the night shift will receive the shift differential for all hours worked.
- 20.15 Effective the first full pay following signing of the collective agreement employees shall receive a weekend **differential payment of two dollars (\$2.00)** per hour, for all time worked on any shift from 11:00 PM Friday until 11:00 PM Sunday.

- 20.16 As far as is reasonably possible, an employee who calls in sick, will provide **one and one half (1 ½)** ~~one (1)~~ hours notice if on the 7 - 3 shift; and three (3) hours notice if on the 3 - 11 or 11 - 7 shifts.
- 20.17 Training: An employee who is required by the Employer to acquire training, that employee shall be paid at the regular rate for all hours spent at the training session.
- 20.18 Effective the signing of the collective agreement an employee who is required to remain "on-call" or "stand-by", on completion of their regular hours of work or while on regularly scheduled days off, shall be paid a premium of \$16.00 for each eight (8) hours they are required to "stand-by" or remain "on-call". For other than eight (8) hour shifts, payment shall be on a pro-rated basis. All "stand-by" duties shall be authorized and scheduled by the Employer and no compensation shall be granted for the period of "stand-by" if the employee does not report for work when required.

ARTICLE 21 - OVERTIME

- 21.01 Overtime Defined - All time worked before or after the normal work day and the normal work week shall be considered overtime.
- 21.02 Hours worked in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) bi-weekly shall be considered overtime. Overtime shall not be granted unless it is authorized by the Employer or someone authorized to act on **their** behalf.
- 21.03 Overtime shall be compensated for at the rate of time and one-half.
- 21.04 Employees shall not be required to lay-off during regular hours to equalize an overtime. However, by mutual consent between the Employer and the employee, days off in lieu of overtime may be allowed. Such lieu time off will be at time and one-half.
- 21.05 Overtime opportunities shall be divided as equally as possible among those employees of the same classification who are willing and qualified to do the overtime work. The parties agree that periods of contiguous overtime of three hours or less shall not be a factor in the equitable distribution of overtime.

The Employer shall keep a record of the distribution of overtime and the record will indicate which employee(s) was/were offered the overtime, including the date and time of the overtime as well as whether or not the employee was available, refused or worked the overtime. A shift offered but either refused by the employee, or for which the employee is not available, shall be considered as part of the Employer distributing overtime as equally as possible. Officers of the Union shall have a right to view the record to ensure the distribution of overtime is being done as equally as possible.

21.06 For purposes of recording overtime, the following conditions shall apply:

- 1) Compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes at the end of a shift sufficient to provide a reasonable overlap between shifts. Where overtime in excess of such a period is worked, the compensation for overtime shall be calculated from the beginning of such period.
- 2) Overtime beyond the limits of (1) above shall be calculated to the nearest half ($\frac{1}{2}$) hour.
- 3) Any employee who is called in and required to work outside **their** regular hours, whether before or after **their** regular hours for that day, shall be paid for a minimum of four (4) hours at the applicable overtime rate, whether or not work is performed, provided however, the employee called reports for work in person. Call back pay must be authorized by the Department Head or **their** authorized delegate.

ARTICLE 22 – UNIFORMS

- 22.01 (a) Full-time employees shall be paid a Dry Cleaning allowance of fourteen dollars (\$14.00) per month and part-time employees shall be paid an allowance of fourteen dollars (\$14.00) a month on a pro-rata basis with a minimum of seventy (\$70.00) per year.
- (b) The allowance will be paid annually in a lump sum with the second pay period ending in October. The allowance shall be paid only to those employees who have completed their probationary period.

ARTICLE 23 - INJURED ON DUTY

- 23.01 An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injuries, shall receive payment for the

remainder of the shift or work day at **their** regular rate of pay, without deduction from sick leave, provided that a doctor states the employee is unfit for further work on that shift or work day.

23.02 An employee who is receiving compensation under the Worker's Compensation Act shall continue to earn the benefits of this Agreement, save and except Statutory Holidays. The Employer shall pay on behalf of the employee on Compensation, the full cost of the life insurance and Health Benefit premiums for a period of twenty-six (26) weeks of any leave of absence of any twenty-six (26) weeks or longer.

23.03 The absence of an employee who is receiving compensation benefits under the Worker's Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.

23.04 The leave of absence shall not exceed six (6) months and shall be reviewed at the conclusion of the leave with the Worker's Compensation Board, but if as a result of the review, medical opinion advises that the employee will be able to return to work within the next three (3) months, then the leave of absence shall be extended for this period. If, as a result of the medical examination, the employee is found to be physically unfit to carry out the functions of the position he occupies, then:

- (a) he may be transferred to a position for which the Employer deems him qualified where the duties are less onerous and within **their** physical capabilities,
- (b) **they** may be laid off and placed on a reemployment list for **their** own class, or for some other class, for which the Employer deems **them** qualified and where the duties are less onerous and within **their** physical capabilities,
- (c) should **their** physical condition be such that **they are** unable to fulfil the functions of any position, then **their** employment may be terminated.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Leave of absence with pay and without loss of seniority shall be granted upon request to the Employer to not more than five (5) employees elected or appointed to represent the Union at Union Conventions and the Union shall reimburse the Employer for receipt of such pay and benefits. Such leaves shall be granted on the following conditions:

- (a) No more than three (3) employees from any one department shall be on leave at one time.
 - (b) The Union shall notify the Employer two (2) weeks in advance.
- 24.02 Not more than two (2) union members shall be selected by their Union to represent their Local Union during arbitration cases, or while processing grievances for arbitration, shall be granted leave of absence with pay and without loss of seniority, provided the proceedings are held on the employee's scheduled shift.
- 24.03 Leave of absence with pay and without loss of seniority shall be granted, upon request to the Employer, to any employee(s) elected or appointed at the Local Level to represent the Union at Labour Schools or Seminars and the Union shall reimburse the Employer for receipt of such pay and benefits. Such a bill shall be forwarded to the Union at the end of every month and such bill is to be paid within thirty (30) days.
- 24.04 Leave of absence with pay and without loss of seniority shall be granted upon request, to the Employer, to any employee(s) elected or appointed to attend Executive or Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies and the Union shall reimburse the Employer for receipt of such pay and benefits.
- 24.05 Leave of absence for reasons other than those stated above may be granted after application to the **Employer and subject to operational requirements**. When such leave exceeds fifteen (15) days and the employee wishes to return from such leave, he shall give advance notice of at least fifteen (15) days. Such leaves will not be unreasonably withheld.
- 24.06 Each individual employee will not be required to secure **their** own replacement for such leaves.
- 24.07 The Employer shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any Court. The Employer shall pay such an employee the difference between **their** normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Scheduled time spent by an employee required to serve as a court witness in any matter arising out of **their** employment shall be considered as time worked at the appropriate rate of pay.
- 24.08 Where no one other than the employee can provide for the needs of an immediate member of **their** family during illness, the employee shall be

entitled, after notifying **their** immediate Supervisor, to use a maximum of twelve (12) sick days paid leave per year, where the employee's sick leave bank is not reduced to less than seventy-five (75) days as a result. Should this leave reduce the employee's sick leave bank below seventy-five (75) days, or should the employee already have less than seventy-five (75) days in their sick leave bank, such employees shall only be entitled to a maximum of six (6) sick days paid leave per year under this article. A paper signed by a qualified medical practitioner may be required.

- 24.09 An employee shall be granted **five (5)** consecutive work days leave, one of which is the day of the funeral, without loss of pay and benefits in the case of death of a parent, brother, sister, child, step-child, spouse, common-law spouse, same-sex partner, mother-in-law, father-in-law, grandchild or any other family member residing in the same household as the employee.

Three (3) days leave without loss of pay and benefits shall be granted in the case of grandparents, grandparent-in-law, sister-in-law, brother-in-law and fiancé. Where the burial occurs outside the Province, such leave shall also include reasonable travel time not to exceed five (5) days. Two (2) days leave without loss of pay and benefits shall be granted in the case of step-brother, step-sister and step-parent.

One (1) day leave without loss of pay and benefits shall be granted to enable an employee to attend the funeral of an aunt or uncle in the event the funeral occurs during the employee's scheduled hours of work.

- 24.10 In the case of serious illness of a parent, wife, husband, brother, sister, child or any other relative who has been residing in the same household, unpaid compassionate leave of up to seven (7) days shall not be unreasonably withheld. Where the illness occurs outside the Province, such leave shall also include reasonable travelling time not to exceed ten (10) days, provided that entitlement shall depend on particular circumstances.

- 24.11 Pallbearer's Leave: An employee shall be granted one (1) day's leave On the day of the funeral without loss of salary or benefits to attend the funeral as a pallbearer. Honorary pallbearer's shall be entitled to one-half (1/2) day's leave on the day of the funeral without loss of salary or benefits to attend the funeral.

- 24.12 **The Employer will grant leave to an Employee experiencing domestic violence in accordance with *Employment Standards Act*. The Employee may also request additional leaves in accordance with the Collective Agreement and such requests will not be unreasonably denied. The Employer will consider the Employee's circumstances (including, without limitation, the need for medical leave, power**

imbalances in the Employee's personal relationships, the need to secure new living accommodations) in considering the leave request.

ARTICLE 25 - MATERNITY LEAVE

25.01 Length of Maternity Leave

- (a) Upon request, the Employer shall grant to the pregnant employee, a leave of absence to a maximum of twenty-four (24) weeks before, during or after confinement. Such leave of absence is without pay but without loss of acquired benefits.
- (b) An employee shall not work and the Department Head or Supervisor shall not cause or permit **them** to work for at least seven (7) weeks after the date of delivery or for a shorter period, that, in the opinion of a legally qualified medical practitioner, is sufficient.

25.02 Seniority Status During Maternity Leave - The employee, while on maternity leave, shall continue to accrue seniority and shall maintain all accrued benefits. During the twenty-four (24) weeks leave, the employee may continue any cost-sharing benefits with the Employer. Should the leave extend beyond the twenty-four (24) weeks the employee may continue any benefits by arranging for full payment, if **they** wish to continue such benefits.

25.03 Sick leave will not be granted for pregnancy. Leave for such conditions shall be considered maternity leave and shall be leave without pay. Sick leave shall be granted for allied conditions requiring hospitalization or confinement and where such confinement is supported by a certificate signed by a qualified medical practitioner.

25.04 Procedure Upon return from Maternity, Parental & Adoption Leave – The employee, on returning to work after maternity, parental or adoption leave, shall provide the Employer with at least three (3) week's notice. On returning from maternity, parental or adoption leave, the employee shall be placed in **their** former position. If the former position no longer exists, they/them shall be placed in an equivalent position in **their** department.

25.05 The Employer shall grant leave of absence without pay or benefits to an employee for parental or adoption leave for a period not to exceed **sixty-three (63)** consecutive weeks. However, the total cumulative number of consecutive weeks of leave of absence for maternity, parental and/or adoption leave shall be no more than **Seventy- eight (78)** consecutive

weeks. Parental and adoption leave shall be granted to only one parent of a family, at one time, where both parents are employed by the Employer.

- 25.06 **Non-birthparent Leave** –An employee shall be entitled to one (1) day leave of absence with pay for the birth of **their** child **and up to eight (8) weeks unpaid leave.**

ARTICLE 26 - INCLEMENT WEATHER

- 26.01 1) The Nursing Home will not be closed due to storm conditions and as such, all employees are expected to report for duty and remain at their work stations without exception. **Employees are not permitted to leave the workplace until they receive permission of the RN Supervisor.**
- 2) Time lost by an employee, as a result of absence or lateness due to storm conditions or because an employee finds it necessary to leave prior to the end of the normal day or shift, must be made up by the employee in one of the following ways to be decided upon by the employee:
- (a) made up by the employee at a time agreed upon by the employee and their ~~his~~ immediate Supervisor, or
 - (b) charged to the employee's vacation, accumulated overtime or holiday time should such entitlement exist, or
 - (c) otherwise deemed to be leave without pay.
- 3) All employees shall receive similar treatment. No discrimination is to be practiced regarding individual or personal situations, e.g. place of residence, family responsibilities, transportation problems, car pools, etc.
- 4) Employees who can anticipate individual or personal problems that may result in lateness, absence or early leaving due to storm conditions and who do not wish to be granted leave without pay should set aside a portion of their annual vacation in order to accommodate this situation.

ARTICLE 27 - VACATIONS

- 27.01 As of June 30th each year, employees shall be granted vacation with pay as

follows:

- (i) Employees with less than one (1) year service; one and one-quarter (1 1/4) days per month to a maximum of fifteen (15) days per annum.
- (ii) Employees with more than one (1) year but less than six (6) years; fifteen (15) working days [twenty-one (21) calendar days] per annum.
- (iii) Employees with more than six (6) years but less than **fifteen years (15)** service; twenty (20) working days [twenty-eight (28) calendar days] per annum.
- (iv) Employees with more than **fifteen (15)** years but less than twenty-five (25) years service; twenty-five (25) working days [thirty-five (35) calendar days] per annum.
- (v) Employees with more than twenty-five (25) years of service; thirty (30) working days per annum.

27.02 Vacation shall be earned from the last date of hire. Permanent part-time, casual part-time and temporary employees shall be entitled to vacation on a pro-rata basis.

27.03 Eligibility - So that the length of service will be appropriately recognized, the following graduated schedule of vacation eligibility will apply.

- 1) Employees with less than six (6) months continuous service earn but do not receive vacations.
- 2) In determining vacation, fractional days will be computed to the nearest full day (one-half [½] day or even over one-half [½] day equals one (1) day); less than one-half [½] day equals nil days).

27.04 Every effort will be made to grant vacation in one continuous period. Nevertheless, each employee shall receive a minimum of three (3) weeks continuous vacation, if **they have** at least such amount accrued to **their** credit, unless otherwise mutually agreed between the Employer and the employee.

27.05 Employees shall be allowed to carry over fifteen (15) vacation days from one vacation year to the next. Otherwise vacations are not cumulative and cannot be postponed until the following year unless there have been exceptional circumstances beyond the control of the employee which cause

postponement. In such an event, a written request of a holdover must be approved by the Administrator.

27.06 Whenever a paid holiday falls during the vacation period of employees, an extra day shall be credited to the employee's vacation. Should a holiday be declared during an employee's vacation period, **they** must return on the regular date. A compensation day shall be granted and shall be mutually agreed upon between the Employer and the employee and unless otherwise mutually agreed upon between the employee and the Employer, shall be consecutive with scheduled days off and within two (2) months of the holiday. If the compensation day is not granted within the two (2) months, the employee shall be paid at time and one-half for the day in lieu of time off.

27.07 The employee shall receive **their** vacation pay on the day **they** begin vacation, provided **they** make written request to **their** immediate Supervisor at least fifteen (15) days before the pay day preceding **their** vacation period.

27.08 All vacation leaves must be approved prior to the commencement of such leave by the Home as operational requirements permit. Such approval would not unreasonably be withheld.

Vacation requests for the vacation year (May 1-April 30) received prior to April 1st shall be posted on the vacation schedule by May 1st of each year and shall not be changed unless mutually agreed to by the employee(s) and the employer. Employees shall be given their choice of vacation periods according to seniority within their departments.

For vacation requests received after April 1st for that vacation year the employer will make every reasonable effort to respond within seven (7) calendar days but will respond in no more than fourteen (14) calendar days.

27.09 An employee whose employment is terminated for any reason shall be paid with **their** final pay an amount equivalent to any vacation which may have accrued to **their** benefit.

27.10 An employee hospitalized or confined to bed on doctor's orders during **their** vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate and provided the illness is reported to the Employer at the time it occurs. **They** shall have **their** vacation days rescheduled at a later date.

ARTICLE 28 - HOLIDAYS

28.01 All employees shall receive one (1) day paid leave for each of the following holidays each year:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Floating Day
Easter Sunday	Islander Day
National Day for Truth and Reconciliation	

and all other days proclaimed by the Provincial or Federal Governments. The floating holiday shall be granted each individual employee within the Bargaining Unit on a day mutually agreed to by both the employee and the Employer between February 1st and November 30th each year.

New employees have to attain three (3) months of employment before becoming eligible for the floating holiday. Should the new employee not attain the three (3) months service before the November 30th date, **they** shall be eligible to take that earned floating holiday after February 1st of the following year.

28.02 Any employees scheduled to work on any holidays as defined in Article 28.01 of this Agreement, will be compensated for all time worked at one and one-half (1 1/2) times the pro rata rate in addition to the regular days pay allowed for the holiday. Such compensation shall be paid out on a separate cheque prior to January 31st and prior to July 31st of each year. Should an employee not want to receive this compensation as pay, such employee shall have the right to bank this compensation as time off in lieu of pay.

28.03 If the holiday falls on an employee's scheduled day off, **they** shall be given an alternate date within sixty (60) days. Except in the case of an emergency, the alternate day off shall be given immediately preceding or following the employees regular days off, unless otherwise mutually agreed.

28.04 Each employee shall be granted as a holiday either Christmas Day or New Year's Day off, unless otherwise mutually agreed. Each employee shall have three (3) consecutive days off. This period of three (3) days off shall include either Christmas Day or New Year's Day and shall not commence nor conclude on Christmas Day or New Year's Day. In order that all employees shall enjoy equity in choice of period off, employees shall be

given choice of period off on an alternating basis from year to year. Where this practice is not possible, a mutually agreeable alternative shall be worked out between the employee and the department head.

- 28.05 If an employee is requested to work on a holiday when **they were** not scheduled to work and works, **they** shall receive pay for that day at one and one-half (1 1/2) times the regular hourly rate and **they** shall have **their** holiday rescheduled.

ARTICLE 29 - SICK LEAVE

- 29.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- 29.02 Each employee shall accumulate sick leave credits at the rate of one and one-half (1 1/2) working days per month for each month of continuous employment up to a maximum of two hundred (200) days. Effective July 1st, 2011 the maximum shall increase to two hundred and fifteen (215) days.
- 29.03 An employee appointed before the sixteenth (16th) of the month shall be eligible to accumulate sick leave credits for that month.
- 29.04 An employee appointed after the fifteenth (15th) of the month shall be eligible to accumulate sick leave credits from the first day of the following month.
- 29.05 For the purpose of computing sick leave accumulation, all leave with pay including days on which the employee is absent from work while receiving Worker's Compensation benefits, shall be counted as working days.
- 29.06 When a holiday under Article 28 occurs while an employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that day.
- 29.07 For any reported illness in excess of three (3) consecutive working days, the employee may be required to submit proof of illness. If proof of illness is not submitted when requested, the time absent from work will be deducted from the employee's salary. In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.
- 29.08 Where an illness is considered by the Employer to be caused due to the use

of alcohol or other drugs and where the employee concerned voluntarily selects or is directed to undertake a full treatment and rehabilitation program, the employee will be granted a leave of absence without pay in accordance with the Agreement. Upon return to work, the employee will be reinstated in **their** former position.

However, where an employee has accumulated sick leave to their credit, such employee shall be entitled to be granted sick leave with pay in accordance with this agreement to undertake a full treatment and rehabilitation program under this paragraph.

29.09 Sick leave benefits shall be paid, in all situations relating to the layoff or separation, for the lesser of the duration of the sickness or the utilization of all accumulated sick days.

29.10 Severance or Retirement Allowance - An employee having accrued sick leave to **their** credit shall, on retirement due to disability, death, or at the age of sixty-five (65), receive an allowance of fifty percent (50%) of their accumulated sick leave to a maximum of ninety (90) days at the rate of pay effective immediately prior to such retirement. **They** may elect to receive the allowance as days off with pay immediately prior to the individual's retirement.

Early Retirement - An employee having accrued sick leave to **their** credit shall, from the age of fifty-five to sixty-four (55 – 64), receive an allowance of thirty percent (30%) of their accumulated sick leave to a maximum of forty-two (42)

days at the rate of pay effective immediately prior to such retirement. **They** may elect to receive the allowance as days off with pay immediately prior to the individual's retirement.

Disability - Disability in relation to Article 29.10 shall be determined by qualifying under the Canada Pension Plan Disability guidelines.

ARTICLE 30 - TEMPORARY ASSIGNMENTS

30.01 (a) When an employee temporarily relieves in or performs the principal duties of a higher paying position, **they** shall receive the rate for the job. After temporary assignment in a higher classification for six (6) months cumulative, an employee shall be reclassified into that position permanently.

(b) Notwithstanding paragraph (a) above, the employer shall be permitted to temporarily replace an employee on Maternity and Parental leaves,

pursuant to Article 25.05, for up to fifty-two (52) consecutive weeks without the temporary employee being re-classified into that position permanently. In such circumstances the temporary employee shall be re-classified into that position permanently after being in the temporary position for more than fifty-two (52) consecutive weeks.

- 30.02 (a) Where an employee is on authorized leave of any kind for a period of at least four (4) consecutive weeks and no more than sixteen (16) consecutive weeks, or which the Employer reasonably knows will be on authorized Leave for a period of at least four (4) consecutive weeks and no more than sixteen (16) consecutive weeks, they will be replaced by temporary personnel. The replacement will be taken from the ranks of permanent part-time and casual part-time employees based on seniority from within the affected classification.
- (b) Where an employee is on authorized leave of any kind for a period of at least sixteen (16) consecutive weeks, or which the Employer reasonably knows will be on authorized leave for a period of at least sixteen (16) consecutive weeks, then the position will be posted as per Article 18.01.

ARTICLE 31 - PAYMENT OF WAGES

31.01 The Employer shall pay wages and salaries in accordance with Schedule "A" attached hereto and forming part of this Agreement to all employees.

31.02 Shortage in Pay

Any shortage in pay more than one hundred dollars (\$100.00), which is at the sole error of the Employer, and which is brought to the attention of the Employer, shall be issued by the Employer within four (4) business days of the notification of the shortage if requested by the Employee. Otherwise it will be adjusted on the next pay.

ARTICLE 32 - PAYROLL PERIODS

32.01 Pay periods shall be bi-weekly. Pay days shall be **no later than** every second Friday and employees shall be paid by **direct deposit**, in a confidential manner.

ARTICLE 33 - SAFETY AND HEALTH

- 33.01
- 1) The Employer shall make all reasonable provisions for the safety of its employees during working hours. The parties shall establish a Health and Safety Committee of **three (3) members one of which will be from the maintenance department**, plus an alternate from the Local Union and two (2) members, plus an alternate from the Employer. Their duties shall be to promote safety and health in working conditions and to conduct safety and health inspections at regular intervals. It is understood that no more than two (2) members representing each party will be present at the meetings.
 - 2) All employees working in an unsanitary or dangerous capacity shall be supplied with all necessary tools, safety equipment and protective clothing when needed.
 - 3) The Union shall be notified immediately of each accident or injury. Upon the request of the Union, the Safety and Health Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.
 - 4) The Safety and Health Committee shall be scheduled at least once a month.

ARTICLE 34 - GROUP LIFE INSURANCE AND MEDICAL HEALTH PLAN

- 34.01 With respect to all employees **other than probationary employees** the Employer agrees to pay fifty percent (50%) of the premium of a Group Life Insurance Plan for twenty-five thousand dollars (\$25,000.00). Effective at the signing of this collective agreement, participation is required for all employees.
- 34.02 With respect to all employees **other than probationary employees** the Employer agrees to pay fifty percent (50%) of the premium of a Medical Health Plan. Participation is required for all new employees unless covered by a spousal plan.
- 34.03 The Employer agrees to pay fifty percent (50%) of the premium of a Group Dental Plan. All employees **other than probationary employees** are eligible for this benefit with participation on a voluntary basis.
- 34.04 During leaves without pay, except as provided in Article 23.02, the Employer

and employee shall cost share the premiums for life insurance, health and dental plans.

Where an employee on leave without pay fails to pay the total of their required premiums (i.e. 50/50 for the first three (3) months and 100% for each month of their leave thereafter) within six (6) months from the beginning of their leave, or fails to maintain their required premiums each subsequent month thereafter, for the Group Life Insurance and Medical Health Plan, pursuant to Article 34, the employee shall have their benefits described herein temporarily suspended. Should the employee have their benefits herein temporarily suspended as a result of non-payment of premiums owing, the employee shall not rejoin the above noted plans until they return to work. Such rejoining shall be subject to the conditions of the respective plan(s) at the time. Once reinstated, employees shall make suitable arrangements regarding outstanding premiums due.

- 34.05 The employer shall include on each employee's pay stub a list of the employee's contributions to 1) "Group Life Insurance Plan" and 2) "Health & Dental Plan". The pay stub shall include the contributions for that pay period and "Year to Date (YTD)" total.
- 34.06 The Parties agree that there shall be no reduction to the Health and Dental Plan coverage for Employees during the life of the collective agreement, unless by mutual agreement between the Union and the Employer.
- 34.07 The parties agree to implement the NHRIPP Pension Plan at the rate of nine percent (9.0%) four and one-half percent (4.5%) Employer contribution annually and four and one-half percent (4.5%) Employee contribution annually) of an employee's gross pay beginning July 1st, 2015. Participation in the NHRIPP shall be mandatory for all employees. The NHRIPP shall be implemented as soon as possible following the signing of this agreement and the "Participation Agreement" for the NHRIPP and signed by the Employer and Union shall be included as an Appendix to this agreement and form part of the collective agreement.

ARTICLE 35 – VIOLENCE

- 35.01 **The Employer recognizes there may be occasions where violence in the workplace occurs. The Employer will take reasonable steps to ensure Employees are not subject to workplace violence.**

- 35.02 In the event the workplace violence originates from a resident, the Employer agrees to review the protocols associated with the resident within a reasonable amount of time.
- 35.03 The Employer and the Union may also engage the Occupational Health and Safety Committee to review any incidents of workplace violence.

ARTICLE 36 - MERGER AND AMALGAMATION

- 36.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:
- 1) Employees shall be credited with all seniority rights with the new Employer.
 - 2) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
 - 3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
 - 4) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
 - 5) No employee shall suffer a loss of employment as a result of a merger.

ARTICLE 37 - ESTABLISHMENT OR ELIMINATION OF A POSITION

- 37.01 Establishment of New Position - When any new position not covered by Schedule "A" and within the confines of the certification orders is established during the lifetime of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to Arbitration.
- 37.02 Where an employee's position is abolished by the Employer and the Employer transfers the employee affected to another position having a lower maximum rate of pay, the employee shall continue to receive pay at **their** rate of pay in effect at the time **their** former position was abolished until such

time as the maximum rate of pay for **their** new position exceeds **their** rate of pay in effect at the time **their** former position was abolished.

ARTICLE 38 - BULLETIN BOARDS

38.01 The Employer will provide a bulletin board for the posting of notices.

ARTICLE 39 - CONDITIONS OF AGREEMENT CONTINUE

39.01 Where a notice requesting negotiation of a new Agreement has been given, the conditions of this Agreement shall remain in full force and effect until such time an Agreement has been reached in respect of a renewal, amendment or substitution.

ARTICLE 40 - JOB SECURITY

40.01 Restrictions on Contracting – The Employer shall not contract out any work performed by the members of the bargaining unit.

40.02 The Employer is to provide up-to-date job descriptions within sixty (60) days of the signing of this Collective Agreement. These job descriptions shall become the recognized job descriptions.

40.03 Existing classifications shall not be eliminated or changed without notification to the Union.

ARTICLE 41 - STAFF TRAINING

41.01 The Employer shall provide staff training so that all employees have the opportunity to receive training in the skills and routine of the job in the interests of providing the best possible service to the residents of the Home. **The Employer will compensate employees for training on a monthly basis for that training the employee was directed to undertake. Training is compensated at the Employee's regular rate of pay and Employees may have the option to take time off in lieu for such payment.**

ARTICLE 42 - CONTINUATION OF ACQUIRED RIGHTS

- 42.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. In any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event, the affected portion of the Agreement shall be reopened for negotiation.

ARTICLE 43 - TERM OF AGREEMENT

- 43.01 This agreement shall come into force and be binding upon both parties from July 1, **2021** to June 30, **2024**. This agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to the expiry date of their desires to terminate or amend the contract.
- 43.02 Within twenty (20) working days following receipt of such notice, both parties shall commence negotiations of a new Agreement or the amendment of the existing Agreement.
This Agreement may be opened at any time, by mutual agreement, for negotiations or any condition of employment effected by a change.
- This Agreement will endure and be binding upon not only the parties hereto mentioned but also their respective successors.
- 43.03 Should negotiations extend beyond the anniversary date of the Agreement, any revision in terms shall, unless otherwise specified, apply retroactively to that date.
- 43.04 All employees working on a permanent, permanent part-time or temporary basis, prior to the signing of the Collective Agreement, whether working or not at the time of the signing of the Agreement, shall be entitled to retroactive pay for all hours paid from the date of expiry until the date of signing of the new agreement.
- 43.05 Any employee who has a claim for retroactive pay and who is not employed on the date of the signing of this Agreement shall make claim by notice in writing to the Employer, which was the former Employer, within ninety (90) calendar days from the signing of this Agreement.

ARTICLE 44 – HARASSMENT

44.01 The Employer agrees that the workplace shall be free from harassment.

ARTICLE 45 - DISABLED EMPLOYEE PREFERENCE

45.01 The parties both recognize a duty to accommodate a disabled employee. Each party will, when required, take reasonable steps to accommodate short of undue hardship.

45.02 The parties acknowledge that the return to the workplace after an absence due to an injury or disability may require a period of ease back. That is a period of gradual return to full pre-injury/disability work hours starting with a period of work time that the employee can handle and gradually increasing to the pre-injury/disability hours of work. The parties further recognize that the ease back required for any employee will be determined on a case by case basis depending on the level injury/disability for each employee but shall not be implemented in an unreasonable or discriminatory manner. In any case the employee on ease back will only be paid for actual hours worked which are not part of a job shadowing assignment.

Dated at Charlottetown, Prince Edward Island, this 28th day of ~~October~~^{November}, 2023.

EMPLOYER

PEI ATLANTIC BAPTIST HOMES INC.

Vicki Both

UNION

CUPE LOCAL 2523

Patty Hensell

SCHEDULE "A"

		1-Jul-21	1-Jul-22	Jan-23	1-Jul-23	1-May-24
		2.00%	2.00%	3.00%	1.75%	4.00%
Classification						
L.P.N.	Probation Rate	\$24.44	\$24.93	\$25.68	\$26.13	\$27.17
	Start Rate	\$25.51	\$26.02	\$26.80	\$27.27	\$28.36
	1500 Hr Rate	\$26.63	\$27.16	\$27.98	\$28.47	\$29.61
	3000 Hr Rate	\$27.76	\$28.32	\$29.17	\$29.68	\$30.87
Resident Attendant	Probation Rate	\$18.35	\$18.72	\$19.28	\$19.62	\$20.40
	Start Rate	\$18.87	\$19.25	\$19.82	\$20.17	\$20.98
	1500 Hr Rate	\$19.78	\$20.17	\$20.78	\$21.14	\$21.99
	3000 Hr Rate	\$20.16	\$20.56	\$21.18	\$21.55	\$22.41
Resident Care Worker	Probation Rate	\$19.54	\$19.93	\$20.53	\$20.89	\$21.73
	Start Rate	\$20.04	\$20.44	\$21.06	\$21.43	\$22.28
	1500 Hr Rate	\$21.00	\$21.42	\$22.06	\$22.45	\$23.35
	3000 Hr Rate	\$21.34	\$21.77	\$22.42	\$22.81	\$23.72
Laundry	Probation Rate	\$17.98	\$18.34	\$18.89	\$19.22	\$19.99
	Start Rate	\$18.51	\$18.88	\$19.45	\$19.79	\$20.58
	1500 Hr Rate	\$19.46	\$19.85	\$20.45	\$20.80	\$21.64
	3000 Hr Rate	\$19.81	\$20.20	\$20.81	\$21.17	\$22.02
Maintenance	Probation Rate	\$21.22	\$21.64	\$22.29	\$22.68	\$23.59
	Start Rate	\$21.41	\$21.84	\$22.49	\$22.89	\$23.80
	1500 Hr Rate	\$21.80	\$22.23	\$22.90	\$23.30	\$24.23
	3000 Hr Rate	\$21.97	\$22.41	\$23.08	\$23.49	\$24.43
Maintenance Supervisor	Probation Rate	\$24.77	\$25.26	\$26.02	\$26.47	\$27.53
	Start Rate	\$25.51	\$26.02	\$26.80	\$27.27	\$28.36
	1500 Hr Rate	\$26.28	\$26.80	\$27.60	\$28.09	\$29.21
	3000 Hr Rate	\$27.06	\$27.60	\$28.43	\$28.93	\$30.08

		1-Jul-21	1-Jul-22	Jan-23	1-Jul-23	1-May-24
		2.00%	2.00%	3.00%	1.75%	4.00%
Ward Clerk	Probation Rate	\$18.93	\$19.31	\$19.89	\$20.24	\$21.05
	Start Rate	\$19.43	\$19.82	\$20.41	\$20.77	\$21.60
	1500 Hr Rate	\$20.44	\$20.85	\$21.48	\$21.85	\$22.72
	3000 Hr Rate	\$20.86	\$21.28	\$21.91	\$22.30	\$23.19
Cook I	Probation Rate	\$19.62	\$20.02	\$20.62	\$20.98	\$21.82
	Start Rate	\$20.16	\$20.56	\$21.18	\$21.55	\$22.41
	1500 Hr Rate	\$21.11	\$21.54	\$22.18	\$22.57	\$23.47
	3000 Hr Rate	\$21.43	\$21.86	\$22.51	\$22.91	\$23.82
Cook II	Probation Rate	\$21.85	\$22.29	\$22.95	\$23.36	\$24.29
	Start Rate	\$22.37	\$22.82	\$23.50	\$23.91	\$24.89
	1500 Hr Rate	\$23.31	\$23.77	\$24.49	\$24.91	\$25.91
	3000 Hr Rate	\$23.70	\$24.18	\$24.90	\$25.34	\$26.35
Housekeeping	Probation Rate	\$17.82	\$18.18	\$18.72	\$19.05	\$19.81
	Start Rate	\$18.33	\$18.70	\$19.26	\$19.59	\$20.38
	1500 Hr Rate	\$19.26	\$19.64	\$20.23	\$20.59	\$21.41
	3000 Hr Rate	\$19.62	\$20.02	\$20.62	\$20.98	\$21.82
Activities Person	Probation Rate	\$17.98	\$18.34	\$18.89	\$19.22	\$19.99
	Start Rate	\$18.51	\$18.88	\$19.45	\$19.79	\$20.58
	1500 Hr Rate	\$19.46	\$19.85	\$20.45	\$20.80	\$21.64
	3000 Hr Rate	\$19.81	\$20.20	\$20.81	\$21.17	\$21.82
Recreation Coordinator	Probation Rate	\$24.77	\$25.26	\$26.02	\$26.47	\$27.53
	Start Rate	\$25.51	\$26.02	\$26.80	\$27.27	\$28.36
	1500 Hr Rate	\$26.27	\$26.79	\$27.59	\$28.08	\$29.20
	3000 Hr Rate	\$27.06	\$27.60	\$28.43	\$28.93	\$30.08
Dietary	Probation Rate	\$17.82	\$18.18	\$18.72	\$19.05	\$19.81
	Start Rate	\$18.33	\$18.70	\$19.26	\$19.59	\$20.38
	1500 Hr Rate	\$19.26	\$19.64	\$20.23	\$20.59	\$21.41
	3000 Hr Rate	\$19.62	\$20.02	\$20.62	\$20.98	\$21.82

1. Resident Care Worker Credentials:

An employee shall be considered to be, and shall be paid as, a Resident Care Worker (RCW) at the PEI Atlantic Baptist Nursing Home in the nursing department who has, or subsequently obtains, either:

- a) Successful completion of the RCW course or
- b) Successful completion of the LNA/LPN course and is not working in the designated LPN position.

For further clarity if an employee is working as a Resident Attendant (RA) and at some point obtains either of the above noted courses (RCW or LNA/LPN) they shall be automatically re-classified as a RCW immediately upon successful completion of either course (RCW or LNA/LPN).

- 2. The Employer will pay all retroactive payments within 120 days of signing of the collective agreement, which payments will be for all regular hours worked.
- 3. In the event the Employer achieves a new funding agreement with the Province of Prince Edward Island or Health PEI that allows the Employer to pay funding on par with the rate of pay provided for in the Health PEI Collective Agreement for the Resident Care Worker classification, the Employer agrees to reopen bargaining on wages only for all employees.

APPENDIX "B"

MEMORANDUM OF AGREEMENT

1. 1.1 Effective May 1, 2000, a part-time employee who attains a permanent full-time position shall accumulate seniority from date of hire in the part-time position, as though the employee had worked full-time in the position.
- 1.2 Such employee shall be credited with service for vacation threshold purposes based on hours of work in the part-time position up to the date the full-time position commenced.
2. 2.1 All full-time employees listed below shall be credited with service for vacation threshold purposes from their date of hire to April 30, 2000.

<u>Employee</u>	<u>Date of Hire</u>
Linda Murray	June 11, 1979
Theresa Campbell	September 8, 1979
Kevin Trainor	March 23, 1987
Holly LeClair	August 18, 1987
Darlene Watts	May 2, 1988
Marjorie Batchilder	October 9, 1990

- 2.2 The employees listed above will receive their additional credits in subsequent vacation years as they reach the required service threshold.
3. For the avoidance of doubt, the parties agree that a permanent full-time employee who receives a permanent part-time position shall accumulate seniority and service credits based on hours of work.

4. The Union agrees that the foregoing represents full and final settlement of the grievance dated February 22, 2000 on a without prejudice basis.

Dated at Charlottetown, Prince Edward Island, this 28th day of November, 2023 ~~June, 2019~~

FOR PEI ATLANTIC.
BAPTIST HOMES INC

Victor She

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2523

Patty Russell

APPENDIX "C"

APPENDIX "C"

Date _____

TO: National Secretary-Treasurer (Per Capita Section)
Canadian Union of Public Employees
21 Florence Street
Ottawa, Ontario
K2P 0W6

FROM: PEI Atlantic Baptist Homes Inc.
16 Centennial Dr.
Charlottetown, P.E.I.
C1A 6C5

Deduction of Union Dues

Enclosed please find a cheque in the amount of \$ _____ for Local 2523 of the Canadian Union of Public Employees. Said cheque covers the month of _____ 199__.

The total regular wages paid during the month was \$ _____.

Attached is a list, in duplicate, of names, including classification and department, and the amount of union dues deducted from each employee of this Local.



APPENDIX "D"

"APPENDIX "D"

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN – "PARTICIPATION AGREEMENT"

In this Appendix, 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:

- 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
- viii) all overtime 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 Effective on the signing date of this agreement, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two point five percent (2.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two point five percent (2.5%) 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.



Appendix D cont'd

.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 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.

.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)



Appendix D cont'd

iv) 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

iv) to be provided once, and if status changes:

- Full address as provided to the Employer by the employee
- Termination date when applicable (MMDDYY)

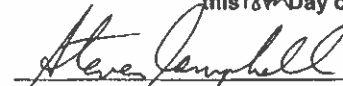
iv) to be provided once if they are readily available:

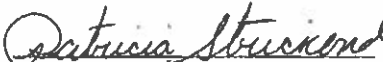
- Gender
- Marital Status

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.

Dated at Charlottetown, Prince Edward Island,
this 18th Day of October, 2004.


Atlantic Baptist Nursing Home Inc.


Canadian Union of Public Employees
Local 2523

sp-opolu-91
June 1, 2004



APPENDIX "E"

APPENDIX "E"

Employer Comfort Letters to the Union

By way of two letters, dated 10 April 2012, under the hand of Kurt Turpin, Administrator and addressed to CUPE National Representative, Bill McKinnon, the Employer gave the following assurances to the Union:

I.1: Permanent Part-time Positions

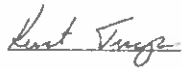
The employer confirms the existence of thirty five permanent part-time positions as shown on the schedule provided to the CUPE Local 2523 on April 5th, 2012.

Any questions or concerns regarding this communication can be directed to the originator.

Dated at Charlottetown, Prince Edward Island, this 2 day of July, 2014.

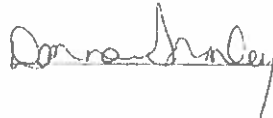
EMPLOYER

PEI ATLANTIC BAPTIST HOMES INC.



UNION

CUPE LOCAL 2523



APPENDIX "F"

IMPLEMENTATION OF TWELVE (12) HOUR SHIFTS

If the Employer and two thirds of the permanent and permanent part-time employees in one or more classifications at the worksite mutually agree to implement a twelve (12) hour shift rotation, then such project will be tried for approximately six (6) months. At the conclusion of the trial period, the Employer and no less than two thirds of the permanent and permanent part-time employees in each classification must agree in order to continue the twelve hour shift rotation.

These provisions shall remain in effect throughout the term of the agreement unless one party gives sixty (60) calendar days' notice to the other party of intent to terminate these provisions. After the sixty (60) day notification period these provisions will become null and void. During the sixty (60) day notification period the parties agree to meet to discuss the reasons for termination and to determine if other mutually acceptable arrangements can be made. It is the intent of the parties that every reasonable effort will be made to reach a mutually agreeable decision. A committee consisting of two (2) representatives of the Employer, a representative off the Local and a member from the classification, chosen by the members in that classification, will meet to discuss the reasons for termination. Notice to terminate applies during and following the trial period.

All provisions of the Collective Agreement shall apply excepting those specified otherwise in this Appendix.

ARTICLE 20 - HOURS OF WORK

20.01 The following is intended to define the normal hours of work for full-time employees working the twelve (12) hour shift schedule but shall not be interpreted as a guarantee of hours of work per day or week or days of work per week.

The regular daily hours of work in each shift shall be eleven and one quarter (11.25) excluding meal period. The regular weekly hours of work shall be thirty- seven and one-half (37 1/2) averaged over a three (3) week period. The designated meal period shall be thirty (45) minutes each shift.

Employees having to perform work during their designated meal period shall

be compensated for that meal period.

- 20.02 Notwithstanding Article 3.03, full-time and permanent part-time employees shall receive seven days off in each two week period unless otherwise mutually agreed upon between the Employer and the employee(s) and shall be planned in such a way as to equally distribute free weekends as detailed in Article 20.03.
- 20.06 No employee shall be required to work more than three (3) consecutive shifts without a day off, unless otherwise mutually agreed.
- 20.07 There shall be at least twelve (12) hours between shifts unless otherwise agreed to by mutual consent.
- 20.12 All employees working day shift shall be permitted a fifteen (15) minute rest period both in the first and second half of their work days. All employees working night shifts shall be permitted one (1) thirty (30) minute rest period to be taken during their shift.
- 20.16 As far as is reasonably possible, an employee who calls in sick, will provide one (1) hours notice if on the day shift; and three (3) hours notice if on the night shift.
- 20.18 For clarity for twelve (12) hour shift employees, for the purpose of calculating cost factors, vacations, and benefits under the existing Collective Agreement, all benefits and terms relating to work days, weeks and years under the Collective Agreement shall be converted to hours, based on an seven and one-half (7.5) hour day, a thirty-seven and one half (37.5) hour week or one thousand, nine hundred and fifty (1950) hours per year.

ARTICLE 21 - OVERTIME

- 21.02 Hours worked in excess of eleven and one quarter (11.25) hours per day or one hundred and twelve and one-half (112.5) hours averaged over a three (3) week period shall be considered overtime. Overtime shall not be granted unless it is authorized by the Employer or someone authorized to act on their behalf.

ARTICLE 27 - VACATIONS

- 27.01 As of June 30th each year, employees shall be granted vacation with pay as follows:
 - (i) Employees with less than one (1) year service; 9.375 working hours per month to a maximum of one hundred and twelve and one half

(112.5) working hours per annum.

- (i) Employees with more than one (1) year service; but less than six (6) years; one hundred and twelve and one half (112.5) working hours per annum.
- (iii) Employees with more than six (6) years but less than fifteen years (15) service; one hundred and fifty (150) working hours per annum.
- (iv) Employees with more than fifteen (15) years but less than twenty-five (25) years service; one hundred and eight-seven and one half (187.5) working hours per annum.
- (v) Employees with more than twenty-five (25) years of service; two hundred and twenty-five (225) working hours per annum.

27.06

Whenever a paid holiday falls during the vacation period of employees, an extra seven and one half (7.5) hours shall be credited to the employee's vacation. Should a holiday be declared during an employee's vacation period, **they** must return on the regular date. A compensation day shall be granted and shall be mutually agreed upon between the Employer and the employee and unless otherwise mutually agreed upon between the employee and the Employer, shall be consecutive with scheduled days off and within two (2) months of the holiday. If the compensation day is not granted within the two (2) months, the employee shall be paid at time and one-half for the day in lieu of time off.

Appendix F cont'd

ARTICLE 28 - HOLIDAYS

28.01 All employees shall receive seven and one half (7.5) working hours paid leave for each of the following holidays each year:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Floating Day
Easter Sunday	Islander Day
National Day of Truth and Reconciliation	

and all other days proclaimed by the Provincial or Federal Governments. The floating holiday shall be granted each individual employee within the Bargaining Unit on a day mutually agreed to by both the employee and the Employer between February 1st and November 30th each year.

New employees have to attain three (3) months of employment before becoming eligible for the floating holiday. Should the new employee not attain the three (3) months service before the November 30th date, **they** shall be eligible to take that earned floating holiday after February 1st of the following year.

ARTICLE 29- SICK LEAVE

29.02 Each employee shall accumulate sick leave credits at the rate of eleven and one quarter (11.25) working hours per month for each month continuous employment up to a maximum of one thousand, six hundred and twelve and one half (1,612.5) working hours.

Activities II Credentials - Letter of Understanding

All permanent and Casual employees in the Activities Person classification as of the signing of the Collective Agreement (01Jul17 to 30Jun 21) shall remain in their Activities Person classification on a Present Incumbent Only (PIO) basis.

PIO Casual and permanent employees who choose not to obtain the Activities II qualification shall only be permitted to work at the Activities Person classification level and will not be considered qualified to apply for Activities II postings, unless and until they obtain the Activities II qualification.

Any future Activities postings (including permanent and Casual hires in the Activities classification) shall be posted as the Activities II classification with the requisite qualifications. For clarity there will be no further Activities Person classification postings moving forward.

The new Activities II classification shall perform the same role as the current Activities Person classification.

For further clarity if a PIO employee (permanent or Casual) is working as an Activities Person and at some point obtains either of the following course requirements they shall be automatically re-classified as an Activities II upon successful completion of either course requirement:

- Diploma in Recreation;

or

- Equivalent Diploma working with special needs populations (e.g. Human Services).

Letter of Understanding

Health and Dental Surpluses and Deficits

The parties agree that the surplus in the Plan as at June 30th, 2018 shall be utilized as follows:

1. Based on the recommendation of Blue Cross that a contingency fund be created, the Employer shall establish a contingency fund equivalent to 25 percent of annual premiums, if the surplus is sufficient to support this contingency fund;
2. Any remaining surplus, after the contingency fund is created in paragraph 1 above, will be used to reduce premiums for actives and the Employer (on a 50/50 basis) until the surplus is exhausted.

The parties further acknowledge that all future surpluses and deficits are the joint property and liability of the employer and employees. The union and employer shall meet each year following receipt of the insurance plan's year end statements. The purpose of the meeting is to discuss how to deal with any surplus or deficit in the plan.

Other than as expressly provided in the Collective Agreement and herein, the employer continues to have the right to manage the insurance plans.

Letter of Understanding: Training Opportunities

In the event the Employer is making training opportunities available to existing staff, the Employer will post an expression of interest, and the opportunity will be filled on basis of seniority, within the classification and department.

Permanent employees within classification and department will be given preference over casual employees for any and all training opportunities pursuant to this Letter of Understanding.

