

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1461**



AND

EAGLE HILL FOUNDATION

January 1, 2014 to December 31, 2016



Canadian Office & Professional Employees
Local #491

13767 (04)

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COLLECTIVE AGREEMENT

- between -

EAGLE HILL FOUNDATION

a body corporate incorporated under the laws of the Province of Alberta
(hereinafter referred to as the "Foundation")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1461

(hereinafter referred to as "the Union")

OF THE SECOND PART

PREAMBLE

WHEREAS, it is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations between the Foundation and the Union;
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment;
3. To encourage efficiency in operations; and
4. To promote the morale, well being and security of employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of employees be drawn up in a Collective Agreement.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants contained herein, the Foundation and Union each agree with the other as follows:

ARTICLE 1 - AMENDMENT AND TERMINATION

- 1.01 This Agreement shall be in full force and effect as of the 1st day of January, 2014, A.D., and continue in full force and effect until the 31st day of December 2016, A.D., and from year to year thereafter except as hereinafter provided.
- 1.02 The parties may propose amendments to this Agreement by notice in writing not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiration date and negotiations shall commence within fifteen (15) days of receipt of such written notice.
- 1.03 If amendment is desired, the contents of the amendments shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in full force until the process of collective bargaining has been completed or notice of strike action or lockout, as the case may be, has been served in accordance with the provisions of the Alberta Labour Code. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to this Agreement.
- 1.04 If there is an amalgamation, annexation, merger or other structural change of the Employer, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence.

ARTICLE 2 - SCOPE

- 2.01 This Agreement shall apply to employees of the Foundation for whom the Union has the exclusive right to bargain as set out in Alberta Labour Relations Board Certificates Nos. 196-92, 347-2000 and 3-2001, or any amendment thereto.

ARTICLE 3 - DEFINITIONS

3.01 Classification

The word "classification" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.02 Interpretations

In this Agreement, unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular; words of feminine gender shall include the masculine.

3.03 Permanent Employee

The words "permanent employee" when used in this Agreement shall mean any employee who is fulfilling a permanent position and has successfully completed the required probationary period.

3.04 Probationary Employee

The words "probationary employee" when used in this Agreement shall mean an

employee who is serving a probationary period of employment in her initial employment with the Foundation in a position coming within the scope of this Agreement.

3.05 **Promotion**

The word "promotion" when used in this Agreement shall mean the advancement of an employee to a position with a higher regular rate of pay or improved working conditions above his present position.

3.06 **Regular Rate of Pay**

The words "regular rate of pay" when used in this Agreement shall mean the hourly rate to an employee as set out in the Schedule of Wages.

3.07 **Full-Time Employee**

A "full-time employee" is one who is normally scheduled to work eighty (80) hours bi-weekly (exclusive of overtime) and one who has served the required probationary period. A workweek shall start on Sunday.

3.08 **Permanent Part-Time Employee**

A "permanent part-time employee" is one who is hired for regularly scheduled shifts, but whose hours of work are less than eighty (80) hours over a two (2) week rotation. A permanent part-time employee will work a minimum of three (3) hours per shift.

3.09 **Temporary Employee**

A "temporary employee" is one who is hired for a period of four (4) months or less for a specific job.

3.10 **Casual Employee**

A "casual employee" is one who is engaged to fill a position made temporarily vacant as a result of sickness, leave of absence or vacation. Casual employees are not regularly scheduled employees, but may appear on the shift schedule only for the duration of their relief assignment.

3.11 **Trial Term**

The words "trial term" when used in this Agreement shall mean the trial period of employment of an employee in a position coming within the scope of this Agreement.

3.12 **Seniority**

Seniority is defined as length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 **Management Rights**

The Union recognizes that it is the right of the Foundation to exercise all of the usual and

customary functions of Management. Without restricting the generality of the foregoing, such managerial functions include the right of the Foundation to manage its business and the right to direct the working forces. The exercise of its managerial rights by the Foundation shall be subject to the express terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

4.02 **Employer Shall Not Discriminate**

The Employer shall not discriminate, as outlined in the Government of Alberta Human Rights, Citizenship and Multiculturalism Act, or for involvement in the Union.

ARTICLE 5 - WARNING NOTICES AND NOTICES OF DISCIPLINE

- 5.01 The Foundation may give an employee a written warning notice of a notice of discipline for insubordination or tardiness or for a breach of discipline. Copies of all warning notices, or notices of discharge, suspension or other discipline shall be provided to the Union. Where an employee is discharged, suspended or otherwise discipline and such discharge, suspension or discipline in the opinion of the employee and/or the Union is unjust, such discharge, suspension or discipline may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.
- 5.02 Past Warning Notices or Notices of Discipline shall be deemed void after an employee has maintained a clear record for a period of twenty-four (24) months.
- 5.03 Employees absent for three (3) consecutive days without notifying the Foundation shall be considered to have vacated their position.
- 5.04 An employee who fails to arrange notification of at least three (3) hours prior to the commencement of scheduled work to the Supervisor/place of work that they are unable to commence their duties may, failing a satisfactory explanation, be subject to discipline.
- 5.05 No employee shall be required or coerced to volunteer for hours. No employee shall suffer any recrimination, disciplinary action or adverse report for not volunteering at a worksite of the Employer.

ARTICLE 6 - UNION RECOGNITION AND NEGOTIATIONS

- 6.01 The Foundation recognizes the Union through its accredited officers or representatives as the sole and exclusive agent for those employees covered by this Agreement for the purposes of collective bargaining in respect to working conditions including wages, hours of work and fringe benefits.
- 6.02 No Employee shall be required or permitted to make written or verbal agreements with the Employer or his/her representative which may conflict with the terms of this Agreement.
- 6.03 The Foundation hereby agrees to negotiate with the Union or any of its authorized committees concerning matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

6.04 **Labour-Management Committee**

- (a) It is agreed that a Labour-Management Committee will be established consisting of up to three (3) representatives from both the Local (which shall be Employees from within the bargaining unit) and the Employer. The CUPE National Representative may also attend the Labour-Management Committee.
- (b) Meetings to be held three (3) times per year, or at the request of either party to discuss issues of mutual concern. Labour-Management meetings will be held during the normal working day.
- (c) Employee representatives cited under clause 6.04(a) shall not suffer any loss of pay, seniority or benefits while attending a Labour-Management Committee meeting during their scheduled hours of work. Should an Employee who is not on duty with the Employer at the time of the Labour-Management Committee meeting choose to attend the meeting, she shall not be compensated by the Employer.

6.05 **Check-Off of Union Dues**

The Foundation shall deduct from the employees covered by this Agreement an amount equal to the monthly union dues in a manner which is in keeping with the payroll system in effect in the institution. In all instances, such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of those Employees from whose wages deductions have been made.

- 6.06 The Foundation shall supply to each Employee within the bargaining unit a copy of this Agreement within thirty (30) days of the signing of this Agreement. All new Employees within the unit shall be supplied with a copy of this Agreement by the Foundation when they are hired.
- 6.07 All correspondence between the parties, except as otherwise set out in this Agreement, or incidental thereto, shall pass to and from the Secretary-Treasurer of the Foundation and Union Local designated representative, with a copy to the National Representative assigned to the Local Union.
- 6.08 All Employees of the Employer 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) working days of employment.

ARTICLE 7 - WORKING CONDITIONS

7.01 **Reporting for Duty**

Employees shall report for duty at the place directed by the Foundation. Where an Employee is required to report to a new place during her regular hours of work, she shall do so without loss of pay.

- (a) When an Employee is required by the Employer to report to a new place during working hours, the Employer shall pay a transportation allowance equal to the amount set each year by the Eagle Hill Foundation Board for Foundation business.

- (b) When an Employee is required to use their personal vehicle for purposes of the Employer, they shall be reimbursed at the rate equal to the amount set each year by the Eagle Hill Foundation Board for Foundation business.

7.02 **Hours of Work**

The regular hours of work for Employees covered by this agreement shall be a maximum of eight (8) hours per day, or eighty (80) hours over a two (2) week rotation. It is understood that the operations of the Foundation require continuous operation Monday through Sunday.

- 7.03 An Employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area designated by the Foundation. All Employees shall be entitled to one half (1/2) hour lunch break per day, without pay.
- 7.04 Employees who are required to rotate shifts shall be assigned day duty not less than one third (1/3) of the time unless otherwise mutually agreed by the Employer and the Union.
- 7.05 Days off shall be consecutive and shall be planned in such a way as to equally distribute weekends amongst all Employees. A weekend is defined as Saturday and Sunday. In no instance will an Employee be required to work more than six (6) consecutive days without receiving her days off, except as mutually agreed between the Union and the Employer. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.
- 7.06 (a) The Employer will post shifts scheduled to indicate hours on duty and shift rotations fourteen (14) days in advance.

(b) When a change is made to a regular Employee's schedule with less than five (5) calendar day's notice, the employee shall be paid at one and one-half (1 ½) times the basic rate of pay for all hours worked on the first shift of the changed schedule. No changes shall be made to an Employee's schedule without the Employer giving notification to an Employee.
- 7.07 Mutually arranged changes between Employees must have the prior approval of the Supervisor and will not involve the Employer in a premium pay situation. Before an exchange of shifts between two (2) Employees may take place, both Employees must sign a shift exchange request form and obtain approval from the supervisor in the form of the supervisor's signature on the form.

7.08 **Rest Between Change of Shifts**

Failure to provide at least fourteen (14) hours rest between shifts which are being changed shall result in payment of overtime at established rates for all hours worked on the first shift of the changed schedule.

7.09 **Change to Daylight Saving Time**

At the time of change from Standard to Daylight Saving Time, Employees working the night shift shall each work seven (7) hours and be paid for eight (8). When reverting from Daylight Saving Time to Standard Time Employees will each work nine (9) hours and be paid accordingly with one hour at the overtime rate.

7.10 **Reporting Pay Guarantee**

If an Employee who is scheduled to work a full shift reports for work on her regular shift she shall be paid at her regular rate of pay for the entire period worked with a minimum of four (4) hours pay.

7.11 When an Employee temporarily relieves in or performs the principal duties of a higher paying position, she shall receive the rate for the job for all hours worked.

7.12 Regular part-time Employees who wish to be considered for any extra available hours of work shall advise their Supervisor in writing as to the extent of their availability. Such hours of work shall be distributed as equally as possible, among regular part-time and casual Employees starting with the most senior Employee and working down the list until an available Employee is found. When the Employer has an available shift, the Employer shall fill the shift by calling the most senior part-time or casual Employee who has not yet worked full-time hours. The Employer shall put the date of the shift accepted by the name of the Employee who accepts the shift. When another shift becomes available, the Employer will start calling Employees at the most senior person on the seniority list immediately below the Employee who accepted the previous shift.

If the Employer cannot find an Employee to work the shift, the Employer will start at the top of the complete seniority list and offer the most senior Employee and so on down the list until the Employer finds an Employee willing to work the shift at the overtime rate. The call-in list for each facility shall be posted.

7.13 When vacation shifts are required to be filled, those shifts should be distributed to those part-time and casual Employees, based on seniority, who can fill a consecutive shift block of the rotation of the Employee who is on vacation without incurring overtime. If no one can fill the entire shift block the shifts will be distributed as outlined in 7.12.

ARTICLE 8 - OVERTIME AND PREMIUMS

8.01 **Overtime**

Where an Employee is required to work in excess of eight (8) hours per day and/or forty (40) hours per calendar week, all such work shall be considered overtime and she shall be paid at one and one-half (1 ½) times her regular hourly rate of pay for each hour worked.

8.02 An Employee shall not be required to lay-off during regular hours to equalize any overtime worked.

8.03 **Call-Out Guarantee**

An Employee who is called out to work outside her regular scheduled working hours shall be paid for a minimum of two (2) hours at overtime rates.

8.04 **Allocation/Medication Assistance**

The Employer accepts all responsibility for all prescription drugs and/or medicines held on the premises that are not under the immediate control of the respective prescribed resident, and shall not hold liable any Employee covered by this collective agreement for

any incident occurring related to such prescription drugs and or medicines, if such Employee is operating under MAP guidelines or Alberta Health Services Policy.

8.05 **Evening and Night Shift Premium**

Effective the date of ratification, a shift premium of two dollars and twenty-five cents (\$2.25) per hour will be paid to an Employee for each hour worked between the hours of 1600 and 2400 and a shift premium of two dollars and seventy-five cents (\$2.75) per hour will be paid to an Employee for each hour worked between the hours of 2400 and 0800. Effective January 1, 2016, a shift premium of two dollars and fifty cents (\$2.50) per hour will be paid to an Employee for each hour worked between the hours of 1600 and 2400 and a shift premium of three dollars (\$3.00) per hour will be paid to an Employee for each hour worked between the hours of 2400 and 0800.

8.06 **Weekend Premium**

Effective January 1, 2013, a weekend premium of one dollar and seventy-five cents (\$1.75) per hour will be paid to an Employee for each hour worked between the hours of 1600 on Friday and 0800 on Monday morning.

ARTICLE 9 - WAGES

- 9.01 The regular rate of pay set out in Appendix "1" to this Agreement shall apply during the term of this Agreement.
- 9.02 Effective as soon as possible but not later than January 1, 2016, the Foundation shall pay salaries and wages twice monthly, in accordance with Appendix "1" by direct deposit. On each payday, each Employee shall be provided with an itemized statement of her wages, overtime, and other supplementary pay and deductions.
- 9.03 The hourly rate of pay for part-time, temporary and relief Employees in each classification shall be the equivalent of the rate specified for permanent Employees in the Salaries Article.

ARTICLE 10 - STATUTORY HOLIDAYS

- 10.01 All employees in the bargaining unit, provided they meet the terms and conditions set out in 10.02 and 10.03, shall be entitled to the following statutory holidays:

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

and any other day proclaimed as a holiday by the Foundation.

- 10.02 All Employees in the bargaining unit, shall receive the recognized statutory holidays for which they are eligible with pay, or other days with pay in lieu of such statutory holidays, providing they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday or on approved leave for a period of ten (10) working days or less duration.

- 10.03 Where the Foundation designates a day off in lieu of the actual statutory holiday for the majority of its Employees, the Employees may be allowed off on such day. In the event that this is not possible, the Employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the Employee and her Supervisor. If such a day cannot be provided, the Employee shall receive a regular day's pay at her regular rate of pay in lieu of the statutory holiday.
- 10.04 All part-time and casual Employees shall receive statutory holiday pay at the rate of four point three percent (4.3%) of their regular earnings paid at their regular rate of pay in lieu of the statutory holiday and paid on each cheque.
- 10.05 To be eligible for a statutory holiday an Employee must have worked for the Foundation for thirty (30) work days or more in the twelve (12) months preceding the statutory holiday.
- 10.06 (a) All Employees required to work on a Named Holiday, except for Christmas Day, shall be paid at time and one half (1 ½x) their regular rate for all hours worked on the Named Holiday.
- (b) All Employees working Christmas Day will be paid at double-time (2X) their regular rate for all hours worked on Christmas Day.

ARTICLE 11 - ANNUAL VACATION LEAVE

11.01 Length of Vacation

All full-time Employees shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than three (3) years	-	one day for every 23 shifts worked
After three (3) years	-	fifteen (15) working days
After eight (8) years	-	twenty (20) working days
After fifteen (15) years	-	twenty-five (25) working days
After twenty (20) years	-	thirty (30) working days

Annual vacation entitlement for part-time Employees shall be pro-rated according to the above schedule.

- 11.02 If a recognized statutory holiday occurs on, or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay immediately following her vacation period, or an additional day of vacation on some other day, if mutually agreed to between the employee and her supervisor.
- 11.03 Vacation pay for each week of vacation shall be at the regular rate of pay.
- 11.04 Vacation entitlement shall be determined as of employees' anniversary date and years of service of an employee shall be calculated from that point in time.
- 11.05 Employees who are separated from employment with the Foundation shall receive payment for the vacation to which they are entitled in accordance with the terms of this Agreement, or pursuant to the Alberta Labour Code, whichever is greater.

- 11.06 Vacation schedules shall be posted by April 30th, of each year and insofar as the efficient operation of a department will permit, an employee shall have the right to choose her period of vacation according to seniority. Within fifteen (15) calendar days of giving notice of vacation, an employee shall be notified if such vacation is approved. If, in the opinion of the head of the department, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the department, the department head will give such employee at least two (2) month's notice thereof unless extenuating conditions (but in no event shall the notice be less than ten (10) working days), and such employee shall have the right to choose an alternative period. If an employee is sick on vacation, upon production of a Doctor's note, he or she will be reimbursed their vacation days for such leave.
- 11.07 An employee shall be entitled to receive her vacation in an unbroken period except where her vacation entitlement is in excess of two (2) weeks.
- 11.08 An employee who has been on leave of absence without pay for thirty (30) or more consecutive calendar days, except where the leave is for the purpose of attending a training course shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that the employee worked with pay in the service of the Foundation.
- 11.09 The vacation year shall be January 1 through December 31 inclusive.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Leave of absence may be granted at the discretion of the Foundation to an Employee, but shall not be unreasonably denied

12.02 Union Leave

The Foundation shall grant leave of absence with pay to Employees representing the Union in accordance with the following provisions:

- (i) In the event that an Employee is elected or appointed to the negotiating committee for the Union, she shall be granted leave at her regular rate of pay for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new collective agreement. It is understood that no more than four (4) Employees from the Union will be granted leave with pay for the purpose of attending the said meetings on behalf of the Union and that the department head will be advised in writing of the elected or appointed employees at least thirty (30) days prior to the earliest opening date of the collective agreement.
- (ii) If an accredited representative of the Union is required to investigate or meet with the Foundation representatives, or attend a hearing to discuss a grievance during working hours, she shall be granted leave with pay subject to suitable arrangements with her immediate supervisor concerning her own work responsibilities. If the Employee who is grieving is required to attend a hearing, she shall be granted leave with pay at her regular rate of pay.
- (iii) Leave of absence for Union duties shall be granted with pay and without loss of seniority to Employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars, or Schools. The Union will reimburse the Employer for wages paid to an Employee, plus an additional eighteen percent

(18%) to cover benefits, who represents the Union at such Conventions, Workshops, Seminars or Schools.

- (iv) Employees who are elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay, but with no loss of seniority, for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office.

12.03 An Employee shall use a leave of absence only for the purpose for which it was granted, otherwise she shall be deemed to have automatically terminated her service with the Foundation.

12.04 **Bereavement Leave**

An Employee shall be granted a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay at her regular rate of pay for the purpose of making arrangements for, or attending a funeral in the event of death to an Employee's spouse, partner, same-sex partner, fiancé(e), parent, child, ward, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparent and stepchildren.

Bereavement leave may be extended by up to two (2) days without loss of salary, if travel in excess of four hundred (400) kilometers from the Employee's residence is necessary.

12.05 An Employee shall be granted one (1) regularly scheduled work day leave without loss of pay at her regular rate of pay for the purpose of attending a funeral for a brother-in-law, sister-in-law, uncle, aunt, nephew, niece, great grandparent, providing the Employee is scheduled to work on the day of the funeral.

In the event of the death of another relative or close friend, the Employer may, subject to operational requirements, grant up to one (1) working day off without pay and benefits for the Employee to attend the funeral services and such leave shall not be unjustly withheld.

12.06 **Maternity/Paternity/Adoption Leave**

Maternity/paternity/adoption leave shall be granted by the Foundation on the following basis:

- (i) Maternity/paternity/adoption leave shall be granted by the Foundation to a permanent employee who has completed not less than six (6) months of continuous service upon her application to her supervisor. However, should no application be made by the employee for maternity/paternity/adoption leave, the employee will be deemed to have resigned her position and the Foundation will be under no obligation to provide future employment.
- (ii) Maternity/paternity/adoption leave shall be without salary or sickness allowance, but the employee on such leave will not lose seniority.
- (iii) Maternity/paternity/adoption leave shall be applied for in writing not less than two (2) months prior to the estimated date of delivery or adoption. At no time shall maternity/paternity/adoption leave become effective less than one (1) week prior to the estimated date of delivery. An employee who requests to work up to one (1)

week prior to the estimated date of delivery shall provide a letter to the Employer from their Doctor stating that the employee is fit to be at work for the last three (3) weeks. An employee who is unable to provide such a letter from their Doctor shall be considered to be off work on sick leave or maternity leave, whichever is appropriate.

- (iv) The total length of time of a maternity/paternity/adoption leave, except as hereinafter provided, shall not exceed a duration of one (1) year.
- (v) At the request of the employee, and upon production of a medical certificate regarding maternity complications, the maternity leave shall be extended up to a maximum of eight (8) months for such leave.
- (vi) An employee returning from maternity/paternity/adoption leave will be given her former position, if available, or a comparable position, at her former rate of pay provided thirty (30) day's notice of return is given to the Employer.

ARTICLE 13 - SICK LEAVE

- 13.01 When used in Article 13 of this Agreement, the word "disability" shall mean the inability of an employee to perform the regular duties of her position by reason of a non-compensable physical illness or injury.
- 13.02 Eighteen (18) pro-rated days sick leave per year shall be earned by an employee at the rate of one and one half (1½) days for every calendar month an employee is employed. The unused portion of an employee's sick leave shall accumulate to a maximum of ninety (90) days entitlement.
- 13.03 When a permanent (full-time and part-time) employee is prevented from performing her duties for the Foundation by reason of personal disability, such an employee shall be paid at the regular rate of pay, for the position to which she is appointed immediately prior to commencement of such sick leave, for each day of such disability, and the employee shall have her sick leave entitlement reduced by an amount equal to the number of days for which the employee received such payment and provided that an employee shall not receive any payment under Article 13 for days not in attendance at work which are in excess of her sick leave entitlement.
- 13.04 Full-time and part-time employees shall not be credited with or accumulate sick leave entitlement while on a leave of absence without pay for a period of one (1) month or longer.
- 13.05 An employee may be required to deliver to the Foundation a doctor's certificate proving disability in order to be eligible for payment under the provisions of 13.03. Where the disability is of a duration of three (3) days or longer such a medical certificate may be required by the Foundation.
- 13.06 The Employer shall advise each Employee in writing of the amount of sick leave entitlement accrued to her credit in the month of January each year and upon request.
- 13.07 Part-time employees shall accumulate sick leave entitlement on the basis of twelve (12) hours for each one hundred and sixty (160) hours worked. When a part-time employee is sick and has accumulated sick leave credits, she shall be paid for scheduled hours only.

13.08 A regular employee shall be granted the use of sick leave credits in the event of family illness that shall include parents, children, spouse, or other dependents to a maximum of five (5) days per year.

ARTICLE 14 - BENEFITS AND PENSION PLAN

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

“Plan” is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

“Applicable Wages” is defined as the basic straight time wages for all hours worked, including:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

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

“Eligible Employee” is defined as full-time and part-time Employees in the bargaining unit who have completed 480 hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to 3% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3% of Applicable Wages to Plan.

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

The Employer shall contribute on behalf of all Employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan 3% of Applicable Wages to a fund of the Employee’s choice.

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.

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

The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost 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 of 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.

The Employer agrees to provide to the Administrator of the Plan, on a timely basis, 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.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

(i) To be Provided Once Only at Plan Commencement

- (a) Date of Hire
- (b) Date of Birth
- (c) Date of First Contribution
- (d) Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)

(ii) To be Provided with Each Remittance

- (a) Name
- (b) Social Insurance Number
- (c) Monthly Remittance
- (d) Pensionable Earnings
- (e) Year to Date Contributions
- (f) Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To be Provided Once and if Status Changes

- (a) Full Address as provided to the Employer
- (b) Termination date where applicable (MM/DD/YY)
- (c) Gender
- (d) Marital Status

(iv) To be Provided Annually but no later than December 1st

- (a) Current complete address listing
- (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

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.

The Employer acknowledges and agrees that, in addition to action which the Union may take to enforce the obligations of the Employer under this Article, the Trustees of the Plan may take action as well. The Employer agrees that if it is delinquent in remitting the Employee portion of contributions to the Plan or in making its own contributions, the Trustees may require the Employer to pay in addition to such contributions, interest on the overdue contributions and payment of liquidated damages. These payments may be required in recognition of administrative costs, inconvenience and loss of use of the contributions of the Plan arising from late contributions to the Plan.

- 14.02 The Employer shall contribute in respect of each Employee seventy percent (70%) of the one thousand five hundred dollar (\$1500) annual premium, less the administrative costs, spread out monthly to a Spending Account Benefit Plan that allows the employee to direct these funds into either a Health Plan or an RRSP. The Employer shall contribute seventy percent (70%) of the annual premium spread out monthly to a Long Term Disability Plan. This clause applies to Employees who regularly work fifty-five (55) hours or more per month.

ARTICLE 15 - EMPLOYMENT

- 15.01 The normal probationary period for new Employees shall be four hundred and eighty (480) hours.
- 15.02 At the completion of forty (40) shifts, probationary Employees shall be given a written performance appraisal. If the performance appraisal justifies an extension of the probation period, a one (1) time extension of forty (40) shifts shall be allowed, with the agreement of the Foundation, Union and Employee.
- 15.03 New Employees who do not meet the requirements of the position during the probationary period shall be terminated.
- 15.04 The Foundation shall submit to the Union information respecting all appointments, hirings, lay-offs, transfers, recalls and terminations of employment affecting positions within the bargaining unit.
- 15.05 The Employee shall give the Employer ten (10) calendar day's notice of termination unless mutually agreed.
- 15.06 It is agreed that a performance review may be completed by the Employer once each calendar year. Performance reviews shall be non disciplinary and shall not be used to discipline the Employee or in disciplinary hearings.

ARTICLE 16 - PROMOTION

- 16.01 In making promotions, transfers, demotions, lay-offs, permanent staff reductions and recalls to vacant positions coming within the jurisdiction of the Union, the required ability, knowledge, qualifications and skills contained in the job posting shall be the primary

considerations and where two or more applicants are equally qualified to fulfil the duties of the position, seniority shall be the determining factor.

- 16.02 A permanent employee who has been selected to fill another permanent position shall have a trial period of three (3) months. This trial period may be extended a further three (3) months, upon mutual agreement between the Union, the employee and the Employer. During the trial period, an employee may elect to revert to her former position or may be reverted by the Foundation.

ARTICLE 17 - LAY-OFFS AND RECALLS

17.01 Role of Seniority in Lay-Offs

In the event of a lay-off, as a result of a shortage of work, Employees shall be laid off within each affected classification in the reverse order of their seniority, provided they have the required knowledge, qualifications and skills to fill the positions available.

- 17.02 Employees shall be recalled in the order of their seniority within the affected classification when work becomes available provided they have the required knowledge, qualifications and skills to fill the position available.
- 17.03 No new employees will be hired until those laid off who have the required knowledge, qualifications and skills to fill the positions available have been given an opportunity of recall.

ARTICLE 18 - POSTING AND FILLING VACANCIES

- 18.01 Any vacancy in a position or a newly created permanent position within the jurisdiction of the Union which is required to be filled, must be posted immediately and shall remain posted for a period of seven (7) calendar days in all departments having jobs coming within the jurisdiction of the Union. Positions posted shall be filled within fifteen (15) working days except for extenuating circumstances.
- 18.02 All job postings shall contain at least the following information: nature of the position, qualifications, required knowledge and education, skills, shift and wage or salary rate.
- 18.03 Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure.
- 18.04 A copy of all postings shall be sent to the Recording Secretary of the Union, with a copy to the Site Vice-President and/or Shop Steward.
- 18.05 All applications shall be addressed to the head of the department in which the vacancy occurs. The department head shall notify the Recording Secretary of the Union with a copy to the Site Vice-President and/or Shop Steward of the proposed appointee and the names of all Employees who were unsuccessful applicants, upon the completion of the selection process. The department head shall also notify each employee who was an unsuccessful applicant of the name of the successful applicant.
- 18.06 A posting shall not be necessary when the senior Employee in a subordinate position is selected by the Foundation to fill the vacancy.

ARTICLE 19 - SENIORITY

- 19.01 Seniority shall be her length of continuous service in positions coming within the jurisdiction of the Agreement. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- 19.02 A temporary transfer from one branch of a department to another branch of the same department or from one department to another department for a period of less than twelve (12) months, even if such a transfer is outside the jurisdiction of the Union, shall not affect the normal seniority standing of such employee.
- 19.03 A list showing the seniority of employees within the jurisdiction of the bargaining unit shall be furnished annually by the Foundation to the Union upon request, but not more than once a year. Such list shall reflect the full-time, part-time or casual status of the employee.
- 19.04 An employee shall not lose seniority rights if she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Foundation. An employee shall only lose her seniority in the event:
- (i) She is discharged for just cause and is not reinstated.
 - (ii) She resigns.
 - (iii) She is laid off and fails to report for work within five (5) working days after being notified in writing to do so. It shall be the responsibility of the employee to keep the Foundation informed of her current address.
 - (iv) She is laid off for a period in excess of twelve (12) months.

ARTICLE 20 - CLASSIFICATION

- 20.01 The establishment and maintenance of a classification plan covering employees within the jurisdiction of the Union shall be the responsibility of the Foundation.
- 20.02 Where the Foundation creates a new classification which is not included in this Agreement, or where the duties of an existing classification are altered so as to substantially change the nature of the work being performed, or where an employee feels that she is improperly classified, the rate of pay shall be subject to negotiations between the Foundation and the Union. If the parties are unable to agree on the rate of pay for the position in question, or whether the employee is correctly classified, the dispute shall be submitted to the grievance and arbitration procedure. The final rate of pay as agreed upon or as determined by an arbitration board shall be retroactive to the date of appointment to the new classification.

ARTICLE 21 - GRIEVANCE PROCEDURE

- 21.01 Any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the difference is arbitrable, shall be settled without stoppage of work or refusal to perform work in accordance with the following procedures.

21.02 Grievances shall be of two (2) types, namely:

- (i) Individual grievances, that is, grievances relating to or affecting the rights of one or more specific individuals.
- (ii) Policy grievances, that is, grievances which may not be made a grievance by an individual employee but by a group of individual employees. It shall be filed with the Board.

21.03 The procedure for the settling of grievances shall be as follows:

- (a) Individual grievances shall be initiated in writing within twenty (20) working days from the day the incident giving rise to the grievance came to the attention of the individual concerned and shall be initiated by the Union or the individual concerned with the supervisor of the individual concerned.
- (b) The supervisor shall review the grievance and shall provide the Union and the Grievor with a written decision together with the reasons therefore within twenty (20) working days from the day that the grievance was initiated.
- (c) If the decision of the supervisor does not settle the grievance, the Union shall within twenty (20) working days from the day that the decision was received by the Union, appeal the decision in writing to the Board of Directors specifying all the details of the grievance including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.
- (d) The Board of Directors, or its designate, shall hold a hearing within twenty (20) working days of the day that the Board of Directors received the grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within twenty (20) working days of the hearing.
- (e) If the decision of the Board of Directors or its designate, does not settle the grievance, the Union shall within twenty (20) working days from the day the decision was received by the Union, providing that the grievance has been properly processed in accordance with the grievance procedure, refer the grievance to an arbitration board as hereinafter set out.
- (f) A policy grievance shall be initiated within twenty (20) working days from the time of the incident which gives rise to the grievance including the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.
- (g) For the purposes of 21.03, "working days" shall mean consecutive days.

21.04 Where there is a failure by the Employer or the Union to follow the grievance procedure, including a failure to comply with any of the time limits prescribed in the grievance procedure, the grievance shall be deemed to have been conceded.

21.05 Time limits in the grievance procedure may be extended by mutual agreement in writing between the Foundation and the Union. Days referred to in the grievance procedure shall be exclusive of Saturdays, Sunday and Statutory Holidays.

21.06 **Composition of Board Arbitration**

(a) 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 five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two appointees shall then meet to select an impartial chairperson. **

(b) **Failure to Appoint**

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

(c) **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 avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

(d) **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 Chairperson 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 amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

(e) **Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

(f) **Expenses of the Board**

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints.
- 2) One-half of the fees and expenses of the Chairperson.

21.07 **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

** Provision may also be made for a single arbitrator from a list agreed upon by the parties

21.08 **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 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.

21.09 **Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for settling of grievances, the Foundation acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The steward may assist any Employee which the steward represents in preparing and presenting her grievance in accordance with the grievance procedure.

21.10 **Permission to Leave Work**

The Foundation agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating a grievance as provided in this agreement. The Union recognizes that each steward is employed by the Foundation and that she will not leave her work during working hours without first obtaining the permission of her Supervisor in accordance with Clause 12.02 (ii).

ARTICLE 22 - STAFF MEETINGS/COURSES/TRAINING

22.01 Employees who are required by the Employer to attend staff meetings, courses or other training shall receive their basic hourly rate of pay. Registration fees and other course/training related expenses shall be paid by the Employer.

22.02 Employees attending a course as required by the Employer shall be entitled to use the vehicle allowance if the course is not at their normal place of employment.

22.03 While on courses and training required by the Employer, Employees shall be reimbursed for accommodation and receive a per diem for meals and other expenses at the rate set by the Foundation with receipts.

IN WITNESS WHEREOF the parties hereto have caused these present to be executed by their duly authorized officers on their behalf on this day and year written below.

Signed this ____ day of _____, 2015.

On behalf of the Eagle Hill Foundation

**On behalf of the Canadian Union of
Public Employees Local 1461**

APPENDIX "1" - WAGES

Effective January 1, 2014

POSITION	START RATE	YEAR 1	YEAR 2	YEAR 3
HOUSEKEEPING	\$15.09	\$16.13	\$16.61	\$17.11
WORKING SUPERVISOR		\$18.73	\$19.29	\$19.87
WORKING SUPERVISOR/COOK	\$16.47	\$17.51	\$18.04	\$18.58
COOK	\$15.77	\$16.80	\$17.30	\$17.82
MAINTENANCE	\$16.16	\$17.17	\$17.69	\$18.22
ACTIVITY COORDINATOR	\$19.69	\$20.04	\$20.65	\$21.27
ACTIVITY AIDE	\$15.45	\$16.53	\$17.03	\$17.53
RESIDENT COMPANION	\$17.12	\$17.58	\$18.11	\$18.65

Effective January 1, 2014

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
HEALTH CARE AIDE	\$18.29	\$19.19	\$20.13	\$21.09	\$21.73
HEALTH CARE AIDE SUPERVISOR	\$20.50	\$21.37	\$22.35	\$23.30	\$24.00

Effective January 1, 2015 to December 31, 2015

POSITION	START RATE	YEAR 1	YEAR 2	YEAR 3
HOUSEKEEPING	\$15.24	\$16.29	\$16.78	\$17.28
WORKING SUPERVISOR		\$19.68	\$20.27	\$20.91
WORKING SUPERVISOR/COOK	\$16.63	\$17.69	\$18.22	\$18.77
COOK	\$15.93	\$16.97	\$17.47	\$18.00
MAINTENANCE	\$16.32	\$17.34	\$17.87	\$18.40
ACTIVITY COORDINATOR	\$19.89	\$20.24	\$20.86	\$21.48
ACTIVITY AIDE	\$15.60	\$16.70	\$17.20	\$17.71
RESIDENT COMPANION	\$17.29	\$17.76	\$18.29	\$18.84

Effective January 1, 2015

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
HEALTH CARE AIDE	\$18.47	\$19.38	\$20.33	\$21.30	\$21.95
HEALTH CARE AIDE SUPERVISOR	\$20.71	\$21.58	\$22.57	\$23.53	\$24.24

Effective January 1, 2016 to December 31, 2016

POSITION	PROBATION RATE	YEAR 1	YEAR 2	YEAR 3
HOUSEKEEPING	\$15.39	\$16.45	\$16.94	\$17.45
WORKING SUPERVISOR		\$19.88	\$20.47	\$21.12
WORKING SUPERVISOR/COOK	\$16.80	\$17.86	\$18.40	\$18.95
COOK	\$16.09	\$17.14	\$17.65	\$18.18
MAINTENANCE	\$16.48	\$17.52	\$18.05	\$18.59
ACTIVITY COORDINATOR	\$20.09	\$20.44	\$21.07	\$21.70
ACTIVITY AIDE	\$15.76	\$16.86	\$17.37	\$17.88
RESIDENT COMPANION	\$17.46	\$17.93	\$18.47	\$19.02

Effective January 1, 2016

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
HEALTH CARE AIDE	\$18.66	\$19.58	\$20.53	\$21.51	\$22.17
HEALTH CARE AIDE SUPERVISOR	\$20.91	\$21.80	\$22.80	\$23.77	\$24.48

Staff working as a HCA without certificate or course will be paid at the Resident Companion rate. Staff who have recently completed the HCA certification will start at Year 1 of the appropriate grid above, and will move up to the next step in the wage grid upon completion of two thousand and eighty (2,080) worked hours.

LONG SERVICE PAY

In recognition that a long term employee is of increased value to the Employer through acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table.

YEARS OF SERVICE	PAY
At ten (10) years	\$250.00
At fifteen (15) years	\$500.00
At twenty (20) years	\$1,000.00
At twenty-five (25) years	\$1,500.00
At thirty (30) years	\$2,000.00

Letter of Understanding #1

between

Eagle Hill Foundation

and

Canadian Union of Public Employees, Local 1461

Prior to initially posting any Health Care Aide (HCA) positions at one of the Foundation's facilities, a work schedule shall be provided.

All HCA positions required by the Foundation at one of its facilities shall be offered first to current Employees through a posting as provided in Article 18, provide the applicant meets the qualifications required for the HCA course. Permanent Employees shall be given preference over relief Employees.

The Employer agrees to loan Employees sixty-seven percent (67%) of the total tuition upon the request of the Employee, less any monies received by the Employee (up to the amount of the loan) in the form of a bursary or grant from Norquest College or any other source, who meet the qualifications stated above. The Employee shall be responsible for thirty-three percent (33%) of the total tuition. The Employer also agrees to pay for one-half (1/2) of the cost of Hepatitis B shots when the Employee provides receipts for these shots.

Employees who remain employed by the Employer shall have their loan forgiven after having worked fourteen hundred and fifty (1450) hours following the completion of the HCA course.

Employees who leave prior to fourteen hundred and fifty (1450) hours after the completion of the course shall be required to repay the Employer for the entire loan.

Further, any Employee awarded a HCA position posted pursuant to this letter and upon successful completion of the course shall be in trial period of seventy-five (75) shifts. During this trial period the Employee may choose to return or the Employer may direct the Regular Employee to return to the Regular Employee's former position and basic rate of pay without loss of seniority.

This letter of understanding shall remain in force as long as the Collective Agreement remains in force.

Signed this ____ day of _____, 2015.

On behalf of the Eagle Hill Foundation

**On behalf of the Canadian Union of
Public Employees Local 1461**

Letter of Understanding #2

between

Eagle Hill Foundation

and

Canadian Union of Public Employees, Local 1461

RE: Filling Shifts for Extended Absences

The following will apply in regards to filling shifts for extended absences. Extended absences may include but not be limited to sick leave, approved leave of absence, maternity leave and vacation.

If the Employee is going to be absent for an extended period for up to one (1) month, the shifts for the entire absence will be filled by a part-time or casual Employee on the basis of seniority. If the absence is for greater than one (1) month, then the position shall be temporarily posted for the duration of the absence in order to allow all Employees to apply for the position. Should the temporary position be extended by more than one (1) month, then another posting for the position shall be posted. Should other temporary positions (i.e. less than one (1) month) become available, they shall be offered to the next Employee on the seniority list.

It is understood that the foregoing will only apply for extended absences only, and will not replace the provisions of Articles 7.12 and 7.13 of the collective agreement.

Signed this ____ day of _____, 2015.

On behalf of the Eagle Hill Foundation

**On behalf of the Canadian Union of
Public Employees Local 1461**

