



COLLECTIVE AGREEMENT

BETWEEN

ST. LAWRENCE LODGE
(Hereinafter called the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2107
(Hereinafter called the "Union")

April 1, 2005 - March 31, 2008

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ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both Parties to this Agreement:
- 1) To maintain and improve the existing harmonious relations and conditions of employment between the Employer and the Union.
 - 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
 - 3) To encourage efficiency in operations.
 - 4) 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 The Union recognizes that the management function of the Employer, and the direction of working forces, are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of the Agreement, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend, or otherwise discipline employees.

- (c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

These rights shall not be exercised in a manner inconsistent with the express provisions of the Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2107 as the sole and exclusive bargaining agent for all its employees, full-time and part-time, save and except professional and medical staff, registered and graduate nurses, Supervisors, persons above the rank of Supervisor, technical, personnel and office staff and students.

The use of students to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practise in effect on or before May 2nd, 1995.

The Employer recognizes the following categories of employees:

- (a) The Parties agreed a full-time employee is an employee who is regularly employed for 38.75 hours per week.
- (b) A part-time employee is an employee who works up to twenty-four (24) hours per week, save and except when he or she is relieving an employee who is on an approved leave of absence, or relieving in a temporary capacity in a vacant position that is being posted, or in an emergency.

A part-time employee who continually refused to accept work assignments for a period longer than one (1) month, unless on an approved leave of absence, shall be

deemed to have terminated their employment and may only be rehired as a new employee.

- (c) A temporary employee may be engaged to perform a temporary part-time vacancy not to exceed twelve (12) months. Notwithstanding Article 16.06, a temporary employee may be engaged to perform a temporary full-time vacancy when a part-time employee is not available to perform such work. A temporary employee will be paid the appropriate hourly rate and overtime rate, but with no additional benefits. The aforementioned twelve (12) month period may be extended by mutual agreement.
- (d) All provisions of this Collective Agreement will apply to full-time and part-time employees except those specifically identified as applicable to one or the other.

3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit that would result in a reduction of hours or lay-off of employees in the bargaining unit.

3.03 **No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 **No Discrimination**

The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, race, creed,

colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or activity in the Union.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Employees to be Members

All employees shall become and remain members of the Union from the date of hire, as a condition of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The Employer shall, for the duration of this agreement, deduct from an employee's salary such union dues and/or assessments as may be authorized.

6.02 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 last day of the month following the month in which deductions were made. A list of the names of the employees from whose wages the deductions have been made, together with any notified change of address for any such employee, shall accompany each remittance.

In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the

amount of union dues paid by each Union member in the previous year.

ARTICLE 7- NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and to provide such new employees with a copy of the Collective Agreement.

7.02 A new employee will have the opportunity to meet with a representative of the Union for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the new employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually as part of the orientation period.

ARTICLE 8 - COPIES OF AGREEMENT

8.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason, the Employer shall provide, at his own ~~cost~~, sufficient copies of the Agreement within sixty (60) days of signing.

ARTICLE 9 - CORRESPONDENCE

9.01 Correspondence

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Lodge or his designate and the Secretary of the Union or a designate.

ARTICLE 10 - LABOUR-MANAGEMENT COMMITTEE

10.01 Establishment of Committee

A Labour-Management Committee shall be established and shall enjoy the full support of both Parties in the interests of improved service to the residents, job security, safety and other related matters. Minutes of such meetings will be kept, read and signed by both Parties.

10.02 Policies

The Employer shall send to the Union copies of policies, not less than thirty (30) days prior to initiating such policies, which would effect a change in the status of working conditions of employee(s).

In the event of an urgent matter, or in an emergency, this thirty (30) day period shall be waived.

11 - LABOUR-MANAGEMENT BARGAINING RELATIONS

11.01 Representation

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 shall supply the Union with a list of its Supervisory personnel with whom the Union may be required to transact business.

11.02 **Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

11.03 **Function of Bargaining Committee**

All matters pertaining to negotiating of changes to this Collective Agreement shall be ~~referred~~ by the Union Bargaining Committee to the Employer for discussion and settlement in accordance with the provision of this Agreement.

11.04 **Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall, with notification to the Administrator or designate, have access to the Employer premises at any reasonable time in order to investigate and assist in the settlement of a grievance.

11.05 **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 fifteen (15) calendar days after the request has been given.

11.06 **Time Off for Meetings**

A member of the Bargaining Committee, as described in Article 11.02, shall suffer no loss of pay while attending negotiating meetings with the Employer. In no event shall such attendance result in overtime pay of any sort.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the grievance procedure.

12.02 Stewards

The Union shall have the right to elect six (6) stewards who must be employees of the Employer during their term of office and one additional who shall be designated as a Chief Steward. No more than two (2) stewards shall be elected from within any one Department unless such additional steward is the Chief Steward.

Stewards so elected, shall not suffer a loss of pay as a result of attending meetings with the Employer as may be scheduled under Article 12.

12.03 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.

12.04 Grievance Committee

The Chief Steward, President of the Union, and the Steward directly involved with the grievance being considered shall constitute the Grievance Committee. Two (2) members of the Committee shall constitute a quorum for any grievance matter. At all times, the grievor has the right to be present.

12.05 **No Interference**

The Employer agrees that the Union Executive and the Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each executive member/steward is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. However, no executive member/steward shall leave his work without first obtaining the permission of his Supervisor which shall not unduly be withheld without just cause.

12.06 **Definition of a Grievance**

A grievance shall be in writing and shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fourteen (14) calendar days before the filing of the grievance.

12.07 **Settling of Grievances**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP I

The aggrieved employee(s) will submit the grievance to his steward. If the employee's steward is absent he may submit his grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the grievance procedure, the grievor shall have the right to be present.

If the steward and/or the Grievance Committee consider the grievance to be justified, he/they will first seek to settle the dispute with the employee's Supervisor.

STEP 2

If the steward and/or the Grievance Committee consider the grievance to be justified, a written grievance will be filed with the Employee's Supervisor within the time limits set out in Article 12:06. The written grievance shall set out the particulars of the grievance and the redress sought.

12.07

STEP 3

Failing satisfactory settlement within five (5) working days after the grievance was submitted under Step 2, the matter may be referred to the Administrator of the Home, or his designate. The Parties shall meet within ten (10) working days of such referral to discuss the grievance. The Administrator of the Home, or his designate, shall render his decision, in writing, within five (5) working days after the meeting referred to above.

STEP 4

Failing satisfactory settlement being reached in Step 3, the grievance may, within twenty-five (25) working days of the decision of the Administrator of the Home, or his designate, under Step 3, be referred to arbitration pursuant to Section 13 of this Agreement.

12.08

Policy/Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of the Article may be by-passed. A policy/group grievance must be presented to the other Party by the Grievor(s) in

writing and within twenty-one (21) calendar days of the incident being grieved.

12.09 **Union May Institute Grievances**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

12.10 **Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

12.11 **Facilities for Grievance**

The Employer shall supply the necessary Meeting Room facilities for the grievance meetings.

12.12 **Mutually Agreed Changes**

Any mutually agreed changes in this Collective Agreement shall form part of the Collective Agreement and are subject to the grievance and arbitration procedure.

12.13 **Time Limit**

Grievances which have not been properly carried through the grievance or arbitration procedure within the time limits specified shall be deemed to have been abandoned.

ARTICLE 13 - ARBITRATION

- 13.01 When the Union advises, in a timely manner as required by Step 4 of Article 12.07, that a grievance is to be submitted to arbitration, the advice shall be made by registered mail or by facsimile addressed to the Employer, indicating the name of its nominee on the Arbitration Board. Within five (5) days thereafter, the

Employer shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairman within twenty (20) working days after the completion of the two (2) nominees. If the two (2) appointees fail to agree to a Chairperson within the time limits, they may request the office of Arbitration to appoint a Chairperson.

13.02 **Board Procedures**

The Board shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations.

13.03 **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. However, the Board shall have the power to dispose of a discipline grievance by an arrangement which it deems just and equitable.

13.04 **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 within five (5) days.

13.05 **Expenses of the Board**

Each Party shall pay:

- 1) The fees and expenses of the nominee it appoints.
- 2) One-half of the fees and expenses of the Chairman.

13.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties.

13.07 Witnesses

Each Party shall be responsible for the payment of wages, benefits and expenses of all persons attending an arbitration or mediation hearing.

13.08 Wherever "Arbitration Board" is referred to in this Agreement, the Parties may mutually agree, in writing, to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration, and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Discharge Procedure

An employee who has completed his probationary period may be suspended or discharged for just cause and upon the authority of the Employer. A Department Head or designate may suspend an employee, but shall, as soon as possible, report such action to the Administrator or designate. Such employee and the Union shall be advised promptly, in writing, by the Employer of such discharge or suspension. An employee's reply to such report shall become part of his record. The record of an employee shall not be used against him following any disciplinary action (including letters of reprimand or any adverse reports) provided twenty-four (24) months have passed and there has been no similar occurrence or report during the twenty-four (24) month period.

14.02 **May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

14.03 **Burden of Proof**

In cases of discharge, the burden of proof of just cause shall rest ~~with~~ the Employer.

14.04 **Unjust Suspension or Discharge**

When it has been determined that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all lost wages and benefits for the period of suspension or discharge or any other arrangement as to compensation which is just and equitable in the opinion of a Board of Arbitration, if the matter is referred to such a Board of Arbitration.

14.05 **Right to Have Steward Present**

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

Any warning shall subsequently be confirmed in writing to the employee and a copy shall be sent to the Union.

14.06 **Warnings**

Whenever the Employer or his 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 his work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved and National Representative of the Union.

14.07 **Adverse Report**

The Employer shall make available to an employee or an officer of the Union, with the consent of the employee concerned, any report concerning his work which may be on file, including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer. Any employee shall acknowledge viewing such report or complaint by affixing thereto his signature. An employee's reply to such a report shall become part of his/her record.

14.08 **Employee Personal File**

An employee shall have the right upon seven (7) days prior notification to have access to and review his/her personal file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Access shall be limited to twice a year.

ARTICLE 15 - SENIORITY

15.01 **Seniority Defined**

- (a) Seniority is defined as the total hours worked in the bargaining unit. An employee who has completed his probationary period, as set out in Clause 15.03 below, shall have his name placed on the seniority list with seniority effective on the date the employee last commenced to work for the Employer.

- (b) Seniority for all part-time employees shall be on the basis of hours worked during such period of employment and the seniority accumulated while so employed, shall be credited to any seniority accrued with succeeding full-time employment and vice versa.
- (c) A part-time employee shall progress to the next increment on the part-time salary scale when they have completed seventeen hundred and twenty-five (1725) hours of work.

Note: This conversion calculation shall be effective as of January 1, 1993. Prior to January 1, 1993, the conversion calculation shall be seventeen hundred and fifty (1750) hours.

15.02 **Seniority List**

The Employer shall maintain a seniority list showing the total hours worked, hire date and classification. Two copies of an up-to-date full-time and part-time seniority list shall be sent to the Union and posted on or before January 31st and July 31st of each year on the CUPE designated Bulletin Board. Employees must bring any discrepancies regarding the accuracy of their posted seniority in writing to the payroll office within thirty (30) calendar days after the date of posting. The employee must provide reasons and, where possible, proof to substantiate their claim that their seniority is inaccurate. The seniority list will be deemed accurate upon expiry of this thirty (30) day period.

15.03 **Probation for Newly Hired Employees**

All newly hired employees shall serve a probationary period of eight hundred and seventy-one point five (871.5) hours worked. During this probationary period, the employee shall be entitled to all rights and benefits of this

agreement unless otherwise specified except that the discharge of a probationary employee shall be at the sole discretion of the Employer, which discretion shall not be exercised in an arbitrary, discriminatory, or bad faith manner. If the Employer proposes to extend the probationary period, the Employer will not do so unless mutually agreed to by the Union.

15.04 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-offs, or leave of absence approved by the Employer.

An employee shall only lose his seniority and is deemed to have been terminated from employment in the event:

- 1) He is discharged for just cause and is not reinstated
- 2) He resigns in writing.
- 3) He is absent from work in excess of four (4) working days without sufficient cause and without notifying the Employer, unless such notice was not reasonably possible.
- 4) He fails upon being notified of a recall to report to work within seven (7) calendar days after he has received notice of recall by registered mail to the last known address according to the Employer's records. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration at a time when he ~~is~~ employed elsewhere shall not lose his recall rights for refusal to return to work.
- 5) He is laid off for a period longer than twenty-four (24) months.

15.05 **Transfers and Seniority Outside Bargaining Unit**

If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

If an employee returns to the bargaining unit within six (6) months of the initial date of transfer, he shall be placed in a job consistent with his seniority.

If an employee is outside the bargaining unit for a period longer than six (6) months and wishes to return with no break in service with the Employer, he shall not bump or cause the lay-off of any employee in the bargaining unit and shall have lost **all** seniority rights within the bargaining unit. If service is broken, he shall be considered a new employee.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 **Job Postings**

When a vacancy occurs, or a new position is created inside of the bargaining unit, the Employer shall post notice of the position on the bulletin board designated for such purpose for a minimum of one (1) week and send a copy of the notice to the Union. The Employer agrees to provide the Union with written reasons for not replacing an employee who permanently vacates a position.

16.02 **Information on Postinas**

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, wage and hours of work.

16.03 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, appointments shall be made of the applicant with the greatest seniority, provided he possesses the required qualifications. Where the qualifications are relatively equal, experience and performance shall be considered, along with seniority.

- 3) Applicants applying for vacancies or newly created positions shall be notified of Management's decision within the two (2) weeks of the closing date posted for applications to be received.

16.04 Trial Period

- (i) The successful applicant shall be placed on trial for a period of forty-five (45) calendar days and, at the discretion of the Employer, upon completion of such period, shall be declared permanent or returned to his former position. An employee may return to his former position during the trial period. An employee returning to his former position shall have his wage rate reverted accordingly, but shall not lose any seniority. Any other employee affected by such reversion of employment shall **also** be returned to his former position and wage rate without loss of seniority.
- (ii) A part-time employee transferring to a full-time position shall serve a trial period of

forty-five (45) calendar days. If, during the trial period such employee does not prove satisfactory or if such employee finds he cannot perform the duties of the job, he shall return to his former part-time position.

- (iii) For part-time employees moving to full-time positions, salary and pension revisions will be made on the first day of the next pay period following the completion of the trial period.

16.05 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, all applicants shall be notified of the successful applicant. The Union Secretary shall be notified of all appointments, hiring's, lay-offs, recalls, transfers, cancelled/withdrawn postings and termination of employment within the bargaining unit.

16.06 Temporary Postings

- (i) If a replacement is required for a temporary full-time vacancy in excess of thirty (30) days, such vacancy shall be posted for a period of seven (7) days on all Bulletin Boards.
- (ii) The posting shall contain the nature of the position, qualifications, required knowledge and education, skills, shift wage or salary rate or range, and hours of work.
- (iii) Employees can apply for temporary transfers outside of their department. Transfers within the department are limited to part-time employees. Seniority shall be the determining factor provided the applicant has the ability to perform the requirements of the position.
- (iv) In the event that a bargaining unit employee is the successful applicant,

he/she shall be returned to his/her former position at the end of the temporary period.

ARTICLE 17 - LAY-OFFS AND RECALLS

- 17.01 A lay-off shall be defined as a reduction in the work force or a reduction in an employee's regular hours of work.
- 17.02 Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising that right is qualified and able to perform the **work** of the employee with less seniority.
- 17.03 Employees shall be recalled in order of their seniority provided they are qualified and able to perform the available work. New employees shall not be hired until those employees who are on lay-off, who are able and qualified to perform the available work, have been given an opportunity of recall.
- 17.04 The Employer shall notify employees who are to be permanently laid off (for a period in excess of thirteen (13) **weeks**) a minimum of thirty (30) days' notice prior to the effective date of lay-off unless legislation is more favourable to the employee. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.
- 17.05 Grievances concerning lay-offs and recalls shall be initiated at the final step of the grievance procedure.
- 17.06 When an employee **is** to be laid off, the employee shall be allowed **two** (2) hours during the employee's last shift in order to attend to any personal or pay related matters not yet settled.

ARTICLE 18 - HOURS OF WORK

18.01 (a) **Regular Daily Work**

The regular daily hours of work shall be seven and ~~three~~ ^{three-quarters} (7 3/4) hours per day plus a thirty (30) minute meal period.

- (b) The Employer may implement a four (4) and/or six (6) hour shifts to provide necessary coverage during peak periods. Where the Employer deems it necessary to implement four (4) and/or six (6) hour shifts it may do so to a maximum of ninety-six (96) hours per day. The Employer further agrees that there shall be no split scheduled shifts as referred to in Article 18.02(2).

Four (4) hour shifts shall be assigned to part-time employees as equitably as possible exempting the thirty-four (34) most senior part-time employees on the seniority list, prepared in accordance with Article 15.02.

The Parties recognize that during emergency situations the Employer may need to exceed the above-noted maximums for the duration of the emergency. The Employer will provide the Union with as much notice as possible of a need to exceed the maximums.

The Employer shall not schedule four (4) or six (6) hour shifts so that they run consecutively without more than one-half (1/2) hour between such shifts. The employer shall not implement more than eighteen (18) four (4) hour shifts per day and the remaining available hours may be filled utilizing six (6) hour shifts in a day.

Part-time employees assigned to four (4) hour shifts shall be permitted a rest period of (15) consecutive minutes approximately half way through the four (4) hour shift.

NOTE:

It is expressly agreed between the Employer and the Union that the four (4) hour shifts referred to above are in addition to existing shifts and shall not replace any existing shifts.

18.02

Working Schedule

- 1) Full-time employees shall receive fifty percent (50%) of their weekends off in a scheduling rotation.
- 2) There shall be no split shifts.
- 3) The hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance.
- 4) Should an employee be called into work prior to or after commencement of a shift and arrive after the beginning of such shift, the employee shall receive full payment for the shift, provided at least seventy-five percent (75%) of the total hours of the shift are actually worked by the employee. Where the employee fails to work seventy-five percent (75%) of the total hours of the shift, the employee shall be paid for the greater of the hours worked or those hours stipulated in Article 18.04.
- 5) A request for change in posted scheduling must be submitted in writing and co-signed by employees willing to change. It is understood that such changes which are approved by the Employer shall not result in any penalty/premium payments. Such change must be within a pay period.

18.03 **Paid Rest Period**

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of the shift.

18.04 **Reporting Pay Guarantee**

An employee reporting for work on his regular shift and for whom work subsequently is not available shall be paid his regular rate of pay for the entire period of work, with a minimum of four (4) hours.

18.05 **Shift and Weekend Premium**

Where the majority of the regular hours worked are between 1500 and 0715 hours, a premium of fifty cents (50¢) per hour shall be paid for all hours worked, plus an additional thirty-five cents (35¢) per hour for those shifts which fall on a weekend. All employees working from 11:00 p.m. Friday through to 11:15 p.m. Sunday shall receive the thirty-five cents (35¢) per hour.

ARTICLE 19 - OVERTIME

19.01 **Overtime Defined**

When required by the Employer, any time worked by an employee in addition to a regular shift, in accordance with 18.01, shall be considered as overtime and be paid at time and one-half (1/2) the employee's basic straight time hourly rate of pay.

19.02 **Payment for or Supply of Meals**

An employee required to work more than two (2) hours overtime shall be provided with a meal voucher, worth a maximum of five dollars (\$5.00), to be redeemed at the Employer's cafeteria.

19.03 **No Lay-off to Compensate for Overtime**

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

19.04 **Calculating of Overtime Rates**

An employee who is absent on approved time off during his scheduled work week because of sickness, bereavement, holidays, vacation or other approved paid leave of absence shall, for the purpose of computing overtime pay, be considered as if he had worked during his regular hours during such absence.

19.05 **Overtime for Part-time Employees**

A part-time employee shall be paid overtime for work performed in excess of seven and three-quarters (7 3/4) hours in a day.

19.06 **Call Back Pay Guarantee**

A full-time employee who is called back to work outside his regular working hours shall be paid a minimum of three (3) hours at overtime rates.

19.07 **Time Off in Lieu of Overtime**

In lieu of cash payment for overtime, an employee may choose to receive compensatory time off at a time mutually agreed to by the employee and the Employer. Agreement to such a request for compensatory time off will not be unreasonably withheld by the Employer. It is understood that lieu time is earned at the same rate as overtime (e.g. one (1) hour overtime = one and one-half (1½) hours lieu time).

A representative of the Union shall have access to information of overtime and call back records of members of the bargaining unit.

19.08 **Overtime Accumulation**

Overtime which has been banked for the purpose of time off in lieu, which has not been taken in the calendar year in which it has been earned, shall be paid for at the employee's hourly rate by December 31st in the year in which the overtime was earned.

19.09 **Overtime for Activation Therapist and Activationist**

The Activation Therapist and Activationist shall work on the average of seven and three-quarters (7 3/4) hours per day to a maximum of seventy-seven point five (77.5) regular hours per pay period. It was recognized that the regular hours of work for the Activation Therapists and Activationists may occasionally exceed seven and three-quarters (7 3/4) hours per day, but in no case shall they exceed seventy-seven point five (77.5) hours per pay period. All hours in excess of seventy-seven point five (77.5) hours per pay period shall be considered as overtime and payable in accordance with the provisions of this Agreement. The fourteen (14) hours rest provision as contained in this Agreement shall be waived for this classification.

ARTICLE 20 - SHIFT WORK

20.01 **Rest Between Change of Shifts**

Failure to provide at least fourteen (14) hours between regular shifts only, which are being changed, shall result in payment of overtime at established rates for any hours worked during such rest period. However, any hours worked resulting in premium payments, shall not be included in the fourteen (14) hour turnaround period.

For Kitchen staff, this turnaround period **will** be twelve (12) hours for emergency call-ins only.

ARTICLE 21 - HOLIDAYS

21.01 Paid Holidays

The Employer recognizes the following as paid holidays for employees:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
* Floating Holiday

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

- * Floating Holiday to be taken at a date mutually agreed by the Employer and employee(s) prior to November 30th in each calendar year.

A written request for the preferred date must be submitted to the Department Head at least two (2) weeks prior in advance of the date. Full-time employees must have four (4) months' service to be eligible for the Floating Holiday. Full-time employees who are absent without pay for the full months shall not receive a paid holiday (Article 21.01) or lieu time for a holiday that falls within such month.

21.02 Compensation for Holidays Falling on Scheduled Day Off

If a paid holiday is observed on a full-time employee's scheduled day off and the employee does not work on that day, he shall be allowed another day off with pay at a time agreeable to him and the Employer.

21.03 **Pay for Regularly Scheduled Work on a Holiday**

An employee required to work on any such holiday shall be paid at the rate of time and one-half (1%) for each hour so worked, and the employee is to receive another day off at a mutually agreeable time.

An employee shall be allowed to accumulate a maximum of three (3) lieu days and all lieu days must be taken prior to December 15th in the calendar year in which they were earned. A calendar year for lieu days shall be from December 16th to December 15th. Accumulated lieu days shall not be granted between December 15th and January 15th. All requests for lieu days must be submitted to Department Heads at least two (2) weeks in advance of the day or days requested. In order to qualify for any of the above holidays, an employee must have worked on his last scheduled day immediately preceding and worked the scheduled work day immediately following the holiday, unless the absence is due to an authorized leave of absence. Authorized leave of absence is defined as those leaves listed in Article 24.

21.04 **Christmas and New Year's Schedule**

- (i) An employee shall have Christmas or New Year's Day off, save and except in cases of an emergency when it is not possible.
- (ii) Time off at Christmas shall include Christmas Eve, afternoon shift, and Christmas Day.

Time off at New Year's shall include New Year's Eve, afternoon shift, and New Year's Day.

- 21.05 An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in event of illness, to receive sick leave benefits in addition to the holiday pay or a lieu day in respect of the same day.

ARTICLE 22 - VACATIONS

22.01 Length of Vacation

- (a) A full-time employee shall receive an annual vacation with pay in accordance with his years of employment as follows:
 - (i) less than one calendar year of service - 1 day per month, not to exceed 10 days;
 - (ii) 2nd and 3rd calendar year inclusive - 2 weeks per calendar year;
 - (iii) 4th to 7th calendar year inclusive - 3 weeks per calendar year;
 - (iv) 8th to 14th calendar year inclusive - 4 weeks per calendar year;
 - (v) 15th to 25th calendar year inclusive - 5 weeks per calendar year;
 - (vi) More than twenty-five (25) calendar years - six (6) weeks per calendar year.

NOTE: A full-time employee's total annual vacation entitlement shall be based on years of employment as of January 1st of each year. January 1st of the year following the commencement of Employment shall be considered the beginning of the second calendar year for the purposes of calculating vacation entitlement.

Employees shall not be eligible for vacation credits in any month in which the employee is absent without pay for more than fifteen (15) days in that month. In such cases, the appropriate deduction shall be made from accrued vacation entitlement.

Employees shall be allowed to carry over from one calendar year to the next calendar year a maximum of 1 week (5 days) vacation credits.

22.02 **Compensation for Holidays Falling within Vacation Schedule**

When a holiday is defined herein falls on a day during which vacation is being taken, the employee so affected shall, within the succeeding one hundred and twenty (120) days, be entitled to an additional day of vacation for the statutory holiday at such time as may be mutually agreed by the employee and Employer.

22.03 **Vacation Pay for Part-time Employees**

Part-time employees shall receive a percentage vacation pay to correspond with full-time vacation entitlement (on the same terms and conditions thereof) using seventeen hundred and twenty-five (1725) hours equals one (1) year.

Note: The conversion factor for hours shall be effective January 1st, 1993. Prior to January 1, 1993, the conversion calculation shall be seventeen hundred and fifty (1750) hours.

Part-time employees will receive vacation pay twice yearly, June 1st and December 1st of each year. Notwithstanding the above, employees who are absent due to Pregnancy/Parental Leave, on WSIB, or on Employment Insurance (Sick Benefits), shall receive their vacation pay after they have returned to work and within thirty (30) days after they have requested payment in writing. If the 30-day request takes them beyond November 1st or May 1st, then payment will be processed with the next applicable June or December payout.

Vacation pay will be issued through direct payroll deposit.

22.04 **Vacation Pay on Resignation or Retirement**

An employee resigning or retiring his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

22.05 **Preference in Vacation**

Preference in the choice of vacation dates shall be determined by seniority and service with the Employer.

22.06 **Vacation Schedules**

Vacation schedules for a twelve (12) month period shall be posted on May 1st of each year and shall not be changed unless mutually agreed by the employee and the Employer. Employees shall assist with the preparation of vacation schedules after advising, in writing, his supervisor of preferable dates for annual vacations by March 31st of each year.

Replies to supplementary vacation requests will be given to employees, in writing, within fifteen (15) days of such request and will be given priority based on the date of such request.

22.07 **Approved Leave of Absence During Vacation**

If an employee applies for sick leave during his period of vacation and provided such application has an acceptable medical certificate, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

22.08 **Overtime Vacation Rate**

No employee shall be required to work during his scheduled vacation period. However, should an

employee agree to work when requested during his scheduled vacation he shall be paid the regular rate of pay plus time and one-half for each day which he performed any work.

- 22.09 Part-time employees shall receive a percentage vacation pay to correspond with full-time entitlement using seventeen hundred and twenty-five (1725) hours equals one (1) year, upon their transfer to full-time staff.

Note: The conversion factor for hours shall be effective January 1, 1993.

Prior to January 1, 1993, the conversion calculation shall be seventeen hundred and fifty (1750) hours.

ARTICLE 23 - SICK LEAVE PROVISIONS

23.01 **Sick Leave Defined**

Sick leave means the period of time a full-time employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Board.

23.02 **Income Protection Plans**

1. **Purpose**

To continue an employee's income, in full or in part, while off work, without regular pay due to illness or injury.

2. **Eligibility**

All active full-time Lodge employees represented by the C.U.P.E. and its Local 2107 will be covered; all such employees hired after this date will be covered on completion of three (3) consecutive months' service.

3. **Short Term Plan**

The Employer will provide, at no cost to the employee, a Short Term Income Protection Plan. Benefits would only be payable beginning with the fourth day of disability unless the employee is hospitalized, in which case, the employee would be eligible for benefits immediately.

An employee who is admitted for Day Surgery and has to remain off work for any time due to such surgery shall be considered to be hospitalized for the purposes of the Short Term Plan. Such absence shall be verified by a medical certificate acceptable to the Employer.

23.02 4. **Benefits**

Entitlement to benefits is based on the length of recognized service as of the first day of absence due to non-compensable illness or injury, as follows:

RECOGNIZED SERVICE

Up to 3 months - NIL

3 months but less than one year -

1st week at 100%
16 weeks at 66 2/3%

1 year but less than ~~two~~ years -

1st 3 weeks at 100%
14 weeks at 75%

2 years but less than 3 years -

1st 7 weeks at 100%
10 weeks at 75%

3 years but less than 4 years -

1st 10 weeks at 100%

7 weeks at 75%

4 years but less than 5 years -

1st 14 weeks at 100%

3 weeks at 75%

5 years and over - 17 weeks at 100%

5. **Continuation of Other Benefits**

Employees receiving Short Term Plan Benefits, as above, are considered to be active employees and benefits coverage under other Employer plans will continue.

23.02

6. **Reoccurring Disability**

Successive periods of disability deemed by the employee's physician to be due to the same or related cause and separated by a return to full-time work of thirty (30) days or less are considered to be the same disability. Successive periods of disability deemed by the employee's physician to be entirely unrelated in cause and separated by a return to full-time work of at least one (1) full day are considered to be new disabilities.

7. **Claims Procedure**

Payments will be based on information supplied; therefore, it is important that each employee notify his/her department promptly of reason for absence. Medical proof of illness or injury may be required by the Employer to substantiate absence.

8. **Sick Leave Credits**

- (i) Each current employee will be credited with a Sick Leave Credit

Fund Payout, This fund will be established by multiplying one-half the existing number of Sick Leave Credit Days for each employee by that employee's regular daily rate on Implementation Day to a maximum of the equivalent of one-half of each employee's annual rate of salary as of that date. The balance of days will be credited to each employee to be known as his/her Sick Leave Credit Bank.

- (ii) "Daily Rate" for a bi-weekly paid hourly employee = 52 weeks' regular pay (based on a 38 3/4 hour week) divided by 26 - divided by 10.
- (iii) "Annual Rate" for a bi-weekly paid hourly employee = 52 weeks' regular pay (based on a 38 3/4 hour week).

23.02 9. **Sick Leave Credit Fund Payout**

- (i) Sick Leave Credits will cease to accrue effective December 31st, 1986. Commencing in 1987, each employee shall be paid an amount not to exceed two (2) weeks' salary from the total Sick Leave Credit Fund Payout credited to him/her on Implementation Day. Payments will continue on this basis for each successive year until such time as the employee's Sick Leave Credit Fund Payout is reduced to a nil balance.
- (ii) On termination of employment, any balance remaining in the employee's Sick Leave Credit Fund Payout will be paid to the employee in a lump sum.

10. Sick Leave Credit Bank

This is the residue expressed in days of the value of Sick Leave Credits remaining, if any, after the establishment of each employee's Sick Leave Credit Fund Payout.

This Bank may be used in several ways:

1. To cover, with full pay, part or all of any three (3) day waiting period, of the Short Term Income Protection Plan or for Compassionate Leave not covered by the Casual Disability Bank.
2. To increase, to full pay, any Short Term Income Protection Plan payments.
3. To provide up to the equivalent of one (1) month's pay for early retirement to be included in O.M.E.R.S. Pension calculation.
4. To extend Short Term Disability Plan prior to implementation of Long Term Disability Benefits.

23.02 11. Casual Disability Bank

1. In order to assist employees who are unable to report for work due to temporary illness/injury, a new Casual Disability Bank is established. Effective implementation date, January 1st, 1987, and annually on January 1st thereafter, each regular Lodge employee covered by this Plan, with more than three (3) months' service, will receive an annual non-cumulative Casual Disability Bank of five (5) regular days' pay (effective

January 1st, 1996 - six (6) regular days' pay).

2. Under no circumstances will unused Casual Disability Bank days be converted to cash payment.

12. **Long Term Plan**

The following information is intended only as a guide to the overall design of the Long Term Plan. Benefits under the Plan will be subject to the terms and conditions of the contract negotiated with the insurer selected to provide this coverage. The selection of an insurer and any changes in insurer from time to time will be made at the discretion of the management of the Lodge. Discussions will take place with the Union regarding any changes. The Short Term and Long Term Plan will be integrated so that, on the one hundred and twentieth (120th) calendar day of continuous disability (i.e., the end of seventeen (17) weeks), the Long Term Benefits will commence. An employee still having days in his/her Sick Leave Credit Bank will have the option of utilizing these days to extend the length of time that Short Term Plan Benefits are payable.

13. **Benefits**

The Plan will pay sixty-six and two-thirds (66 2/3%) of the employee's basic monthly earnings to a maximum benefit of three thousand dollars (\$3,000) per month. Some evidence of insurability may be required by the insurer. These benefits will be reduced by benefits received from other sources including government plans, other group insurance or retirement plans and employment income. The benefit payable under the Plan is confirmed that the all-source income limitation will be eighty-five

percent (85%) of net (after tax) pre-disability earnings.

- 23.02 For bi-weekly paid employees, monthly earnings will be calculated as follows:

$$\frac{\text{two weeks' regular pay} \times 26}{12}$$

14. **Continuation of Health Benefits**

The Lodge will continue to provide access to health benefits (such as Extended Health Care, Dental, etc. similar to those provided to each employee's work group) if he/she is off work and receiving payments under the Long Term Plan and continues to be employed by the Lodge.

During such leave, if an employee chooses to maintain his/her benefits, the full cost of the benefits will be the responsibility of the employee.

An employee who is disabled and collecting L.T.D. benefits can elect a waiver of premiums with O.M.E.R.S. and continue to accrue credited service for O.M.E.R.S. purposes.

15. **Duration**

LTD benefits are paid, so long as an employee is totally disabled, until normal retirement at age sixty-five (65) or death or cessation of total disability, whichever occurs first.

16. **Definition of Total Disability**

During the first two (2) years that benefits are paid, following one hundred and nineteen (119) days' coverage under the Short Term Plan, an employee must be wholly and continuously disabled as a

result of sickness or injury and prevented from performing his/her normal duty pertaining to his/her occupation. After payments of benefits for twenty-four (24) consecutive months, payments will continue to normal retirement age if the employee remains wholly and continuously disabled as a result of sickness or injury and is prevented from engaging in any and every occupation or employment for ~~wage~~ or profit for which he/she is reasonably qualified by education, training or experience. The employee must be under the regular care of a physician but house confinement is never required. Medical evidence to support a claim may be required at a reasonable schedule by the insurer.

23.02 17. **Reoccurrence of Disability**

After Long Term payments have commenced, successive periods of disability separated by ~~less~~ than six (6) months continuous full-time employment **will** be considered one period of disability and no additional waiting period will apply before benefits recommence.

If the subsequent disability is due to a sickness or injury entirely unrelated to the cause of the previous disability and commence after return to full-time employment, another waiting period will **apply**.

18. **Pre-existing Conditions**

There will be no limitations on benefits payable to an employee disabled *after the effective date of the insurance contract* even if the disability is as a result of a condition for which he/she was being treated prior to becoming insured.

19. **Actively Employed Requirement**

Effective March 1, 1987, the Long Term Disability Plan will provide coverage to all full-time employees who are actively employed on that date, subject to the completion of the three (3) consecutive months' service requirement for recently hired employees noted under Eligibility above. For any individuals who were disabled prior to the effective date of the Long Term Disability Insurance Policy, he/she will not be eligible for this coverage until he/she returns to active employment with the Lodge. The Lodge and the insurer may request appropriate medical certification to ensure the employee is fit to return to work before coverage is provided.

20. **Rehabilitative Benefits**

Although this Plan is intended to provide income protection only to employees who are totally disabled, an incentive is also provided to an employee able to engage in gainful rehabilitative employment during recovery.

23.02 21. **Pregnancy**

If an employee becomes totally disabled as a result of, or during the course of, pregnancy, she is eligible for the benefits under this coverage. Benefits are suspended, however, during the period while on pregnancy leave. Any portion of such leave of absence may be applied towards meeting the one hundred and nineteen (119) day Qualifying Period for Long Term Disability, if applicable.

22. **Termination of Coverage**

Eligibility for coverage under the Short Term and Long Term Disability Plans will

terminate on the date of termination of employment.

23. **Service/Seniority on LTD**

Employees on LTD shall not accrue seniority or service for the purposes of salary increments, vacation entitlement or any other benefit under the provisions of the Collective Agreement.

23.03 **Compassionate Leave**

Where no other than the full-time employee can provide for the needs during illness of spouse, son, daughter, mother or father of the employee, the employee shall be entitled, after notifying his supervisor, to use a maximum of six (6) accumulated sick leave days for this purpose per year.

23.04 **Proof of Illness**

An employee, full or part-time, may be required to produce an acceptable certificate from a Medical Practitioner for any illness in excess of five (5) consecutive working days or at the discretion of the Employer certifying that he was unable to carry out his duties due to illness.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 **Grievance and Arbitration Pay Provisions**

Representatives of the Union who are in the employ of the Employer shall not suffer any loss of pay or benefits for time involved during Steps 1, 2 and 3 of the established procedure for settling grievances.

24.02 **Leave of Absence for Union Functions**

Upon request to the Employer, and with as much notice as possible, an employee elected or appointed to represent the Union at conventions or to attend Executive and Committee meetings

of CUPE, its affiliated or chartered bodies, shall be allowed leave of absence without pay, but with benefits. It is understood that seniority will continue to accumulate during such leave.

It is recognized that such absences will not exceed fifty (50) days per calendar year, without the Employer's consent.

24.03 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow, subject to statute, leaves of absence without pay but without **loss** of seniority **so** that the employee may be a candidate in Federal, Provincial or Municipal elections. Seniority will not accumulate during the period of the leave.
- (b) An employee who is elected to public office shall be allowed leaves of absence without **loss** of seniority during his term of office without pay. Seniority will not accumulate during the period of the leave.
- (c) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted unpaid leave of absence without **loss** of seniority for a period of up to two (2) years. Seniority will not accumulate during the period of the leave.

24.04 Bereavement Leave

An employee shall be entitled to bereavement leave of three (3) days without **loss** of pay or benefits which must be consecutive and must normally be taken to coincide with the funeral of the deceased person in the case of the death of a parent, spouse, brother, sister, son, daughter, grandparents, grandparents of spouse, grandchildren, mother-in-law, father-in-law,

brother-in-law, sister-in-law and stepchildren. Additional days shall not be granted off if any of the consecutive days are on regular days off. An additional day shall be granted if the funeral is held beyond a three hundred and twenty (320) km radius of the employee's home. Such leave shall apply to part-time employees for days they are scheduled to work. It is understood that spouse includes common-law spouse and same sex partner.

24.05

Pregnancy/Parental Leave

The pregnancy and parental leave provisions of the Collective Agreement shall be interpreted consistent with the Employments Standards Act.

Where an employee is on pregnancy or parental leave, as provided in this agreement and provided the employee has applied for and is in receipt of Employment Insurance Pregnancy or Parental Leave benefits pursuant to the Employment Insurance Act, such employee shall be paid a Supplemental Employment Benefit equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance Pregnancy or Parental Benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks in the case of pregnancy leave and ten (10) weeks in the case of parental leave. A full-time employee's regular weekly earnings shall be determined by her regular weekly salary in effect in the last week prior to the commencement of the leave. A part-time employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the employee's last day worked

prior to the commencement of the leave multiplied by the employee's normal average weekly hours for the fifty-two (52) week period immediately preceding the leave.

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

24.06

Commencement and Duration of Pregnancy/Parental Leave

- (a) Upon application to the Administrator of the Lodge, an employee shall be entitled to an unpaid leave of absence for a period of up to seventeen (17) weeks of pregnancy leave. Upon application to the Administrator of the Lodge, an employee shall be entitled to an unpaid leave of absence for a period of up to thirty-five (35) weeks of parental leave.
- (b) The employee shall give the Employer at least two (2) weeks' notice in writing of the day upon which she intends to commence her leave of absence and shall furnish a certificate from a legally qualified medical practitioner stating the due date.
- (c) A part-time employee shall retain accrued seniority during the period off duty occasioned by her pregnancy.

24.07

Employee Benefits During Pregnancy Leave

A full-time employee's benefits under the Ontario Health Insurance Program shall be continued during pregnancy leave of absence providing such employee arranges to reimburse the Employer for the employee's share of the cost of such benefits.

The Employer shall, during an employee's pregnancy *and/or* parental leave continue to pay its portion of the benefits in which an employee on such leave was enrolled provided that the employee pays her share of such benefit premiums. This provision may be waived in writing, by the employee.

24.08 **Procedure for Return to Work on Completion of Pregnancy/Parental Leave**

An employee who proposes to return to work at the expiration of her pregnancy/parental leave shall **so** advise the Administration at least ~~two~~ (2) weeks in advance. Such employee shall, upon return **to** work, be reinstated to her position or, if that position no longer exists be provided **with** alternative work of a comparable nature at not less than her wages at the time her leave of absence began and without **loss** of seniority or benefits.

24.09 **Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without **loss** of seniority benefits to an employee who serves as a juror in any Court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for **jury** service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any legal procedures in which the Employer is a Party to such proceedings shall be considered as time worked with entitlement to the regular rate of pay. The above conditions will apply **to** part-time employees in the event that they are scheduled to work on the respective days.

24.10 **General Leave**

An employee may request, as far in advance as possible and in writing, leave of absence without

pay and without loss of seniority, for good and sufficient cause. Such requests shall not be unreasonably withheld.

24.11 Annual Medical Examination

An employee shall arrange with the Employer for appropriate time off, with pay, for the purpose of undergoing an annual medical examination, in accordance with the Homes for the Aged and Rest Home Act. If an appointment is arranged during working hours, the employee will notify the Employer of the date and time of the appointment, as far in advance as possible. The annual medical certificate, signed by the physician, must be given to the Staff Development, Health and Safety Co-ordinator, or Designate, on return to duty.

24.12 A grievance arising from the denial of the use of this Article may be entered at Step 3, in order that the grievance may be handled as expeditiously as possible.

24.13 Any employee failing to undergo a vaccination, inoculation and/or other clinical procedures when required by the Ministry of Health or applicable Health Unit may be placed on a leave of absence without pay for the duration any outbreak of illness in the Home.

Where an employee can show a bona fide medical reason for failing to undergo a vaccination, inoculation and/or other clinical procedure, remuneration for the duration of the employee's absence will be discussed during any outbreak of illness in the Home. The Employer shall pay for the cost of such vaccination, inoculation and/or clinical procedure as referred to in paragraph one.

24.14 Where applicable, any leaves of absence provided in the Collective Agreement or other time away from work which is the same or similar to the emergency leave provisions of the Employment Standards Act shall be deemed

part of the emergency leave provisions of the Act.

Employees are not required to take a compassionate leave day Under Article 23.03 and may instead take an unpaid emergency leave day in accordance with the provisions of the Employment Standards Act. In the event that the employee takes compassionate leave under Article 23.03, it shall be deemed to be emergency leave as well.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" for regular full-time employees, and Schedule "B" for, all part-time employees, attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

25.02 Rate of Pay on Promotion

When an employee is promoted to another classification which has a higher rate of pay, that employee shall be placed in the next higher rate in the new classification.

The date of the promotion to the new classification shall become the anniversary date for the application of salary progression.

25.03 Pay on Temporary Transfers Higher Rated Job

When an employee is required, during any one year, to temporarily substitute or perform the principal duties of another employee for more than three (3) consecutive working days, such employee shall thereafter, during the temporary

transfer, be entitled to the rate of pay established for the substitute position subject to a maximum of ten percent (10%) when relieving outside of the bargaining unit.

25.04 Pay on Temporary Transfer, Lower Rated Job

An employee temporarily assigned to a position paying a lower wage shall not have his rate reduced during such period of employment.

25.05 Vacation Pay

Within fourteen (14) days' written notice, an employee may receive on the last office day preceding commencement of his annual vacation, a salary advance cheque equal to the next regular pay cheque he is entitled to receive during the vacation period.

25.06 On Call Provisions (Maintenance Department Only)

When an employee is advised that he is "on call", that is, immediately available by telephone contact, he shall be paid as follows:

Two dollars (\$2.00) for each hour that the employee is advised that he is "on call".

In the event that the employee is called back to the workplace, Article 19.06 shall apply and the employee will no longer be considered to be "on call" for the period in which they are in receipt of call back pay, unless so designated by the Employer.

25.07 Education Allowances

The Employer shall pay the cost of an academic or technical course approved by the Employer. Where the Employer requires an employee to upgrade or update the employee's qualifications, the cost of such course shall be paid by the Employer.

- 25.08 The Employer agrees to pay an annual uniform allowance of one hundred and twenty dollars (\$120.00) to full-time employees and seventy dollars (\$70.00) to part-time employees provided the employee is actively employed and receiving wages from the Employer on December 1st of each year. Payments for uniform allowance shall be made on a separate cheque.

In addition to the above, once every three (3) years the Employer will reimburse the full-time Maintenance Mechanic up to a maximum of one hundred and twenty-five dollars (\$125.00) for the purchase of winter clothing required for the duties of the position. Reimbursement for purchase of winter clothing allowance will commence December 1st, 2007. ~~To~~ qualify for reimbursement, a single submission of original receipts of purchase shall be submitted to the Employer by December 1, 2007, and on December 1st for every three (3) year period thereafter.

- 25.09 The Employer shall reimburse employees occupying the Registered Practical Nurse classification for fifty percent (50%) of their annual registration with the College of ~~Nurses of~~ Ontario provided that:
- (a) The employee presents proof of registration and payment of registration fees to the Employer; and
 - (b) Such proof is presented on or before June 1 of the calendar year.

ARTICLE 26 -JOB CLASSIFICATIONAND RECLASSIFICATION

26.01 Job Descriptions and Changes in Classifications

The Employer agrees to draw ~~up~~ job descriptions for all positions for which the Union is ~~the~~ bargaining agent, and forward them to the Union Secretary for discussion, if required.

In the event a new position is created by the Employer, or that a position changes significantly, the Employer agrees to discuss with the Union the contents of the new job description, or a revised one in the case of reclassification. If agreement on the content or salary level for all new positions or reclassified positions cannot be reached then the matter will be subject to binding arbitration in accordance with the arbitration procedures as specified in this Agreement.

ARTICLE 27 - PENSION PLAN

27.01 Pension Plan

In addition to the Canada Pension Plan, every full-time employee, and optional for the part-time employees, with the exception of students, shall, in accordance with existing Policies, join the Ontario Municipal Employee's Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

ARTICLE 28 - HOSPITAL AND MEDICAL INSURANCE

28.01 Employer Contributions to Hospital and Medical Insurance

1. Ontario Health Insurance- 100%.
2. Green Shield Extended Health Care Plan (or equivalent)- 100%.
3. Green Shield Plan for Semi-Private Hospital Care (or equivalent) – 100%.
4. Group Life Insurance Plan- 75/25% with the following components:

- (a) A benefit equal to ~~two~~ times (2X) annual salary to the next highest \$1,000 of benefit.
 - (b) Accidental Death and Dismemberment Insurance equal in amount ~~to~~ the Life Insurance.
 - (c) Dependent Life Insurance -
Employee's spouse - \$2,000.
Employee's children - \$1,000.
5. Dental Plan 2B to apply as follows:
- Effective January 1, 2002 - Current ODA Schedule of Fees –
75/25% co-pay.
6. Vision Care:
- Two hundred dollars and fifty dollars (\$250.00) every twenty-four (24) months - 60/40 co-pay.
- Effective April 1, 2006 - Eye examination every twenty-four (24) months with a sixty-five dollar (\$65.00) maximum – 60/40 co-pay.
7. Long-Term Disability:
- 50/50 co-pay.
8. Hearing Aide - five hundred dollars (\$500.00) lifetime maximum - 75/25% co-pay.

The provisions of this section shall not apply to part-time employees and students employed during the school vacation period.

28.02 **Benefits for Part-time Employees**

- (i) In lieu of benefits, part-time employees shall receive thirteen percent (13%) over and above their hourly rate for each hour

so **worked**. This percentage shall exclude vacation pay and include all pension benefits.

- (ii) When a part-time employee is tentatively accepted for a full-time position during the applicable probationary period, the employee shall be paid the applicable part-time salary and benefits. Following successful completion of the probationary period, the employee will be designated as a full-time employee with applicable full-time salary and benefits.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Proper Accommodation

The Employer **will** designate proper accommodation for employees to have their meals and store and change their clothes.

29.02 No Strikes or Lockouts

The Union agrees there shall be no strikes and the Employer agrees that there shall be no lock-outs so long as this Agreement continues to be in force. The term "strike" and "lock out" shall bear the meaning given as defined in the Labour Relations Act of Ontario.

29.03 Bulletin Board

The Employer shall provide a proper Bulletin Board, which will be placed so that all employees will have access to it. The Union shall have the right to post notices of meetings on this Board, and such notices as may be of interest to the employees may be posted subject to the Employer's agreement. The Parties will sign a Letter of Agreement outlining matters that are approved for posting in advance of the Employer.

29.04 Contracting Out

The Employer will not contract out any work with the objective of affecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The Parties agree to consult on a monthly basis or as may be otherwise agreed as to the Employer's requirements for the contracting out of services.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate 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 and either Party, upon notice to the other, may re-open the pertinent parts of the Agreement for negotiations.

ARTICLE 31 - GENERAL

31.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine **is** used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so require.

ARTICLE 32 - TERM OF AGREEMENT

32.01 Duration

This Collective Agreement shall become effective from April **1, 2005 to March 31, 2008**, and shall continue in force from year to year thereafter unless either Party gives notice to the

other Party hereto of a desire to terminate or amend this agreement.

Such notice and preliminary proposals shall be given in writing by the Party giving notice not earlier than ninety (90) days and at least thirty (30) days before the expiry date of this Agreement or any subsequent anniversary date of which this Agreement remains in force.

32.02 **Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

32.03 **Time of Meeting**

Within fifteen (15) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a new Agreement.

DATED at Brockville, Ontario this 19th day of July, 2006.

FOR THE EMPLOYER:

Tom Houghton
Brenda M. D.

FOR THE UNION:

Sharon Gorman
Paula K. Brown
Ron K. Brown
Melanie Desjardins
Barbara J. Anthony

ST. LAWRENCE LODGE, BROCKVILLE,
CUPE SALARIES
EFFECTIVE APRIL 1, 2005

SCHEDULE "A" - HOURLY RATES (FULL-TIME STAFF)

		April 1, 2005	April 1, 2006	April 1, 2007
Mental Services	rt	16.	17.05	17.49
Food Service Maid	1 YR	16.90	17.32	17.75
Kitchen Porter	2 YR	17.31	17.74	18.18
Cleaner	Start	16.88	17.30	17.73
Outside Worker	1 YR	17.30	17.73	18.17
	2 YR	17.72	18.16	18.61
Nursing Attendant	Start	16.96	17.38	17.81
	1 YR	17.37	17.80	18.25
	2 YR	17.81	18.26	18.72
Registered Practical Nurse	Start	20.03	20.53	21.04
	1 YR	20.35	20.86	21.38
	2 YR	20.87	21.39	21.92
Activation Therapist	Start	17.40	17.84	18.29
Activationist	1 YR	17.72	18.16	18.61
Cook	2 YR	18.27	18.73	19.20
Maintenance Mechanic	Start	17.96	18.41	18.87
	1 YR	18.43	18.89	19.36
	2 YR	18.98	19.45	19.94
Storekeeper	Start	18.37	18.83	19.30
	1 YR	18.92	19.39	19.87
	2 YR	19.46	19.95	20.45

ST. LAWRENCE LODGE, BROCKVILLE, CUPE
SALARIES
EFFECTIVE APRIL 1, 2005

SCHEDULE "B" - HOURLY RATES (PART-TIME STAFF)

		April 1, 2005	April 1, 2006	April 1, 2007
Environmental Services	Start	16.64	17.05	17.49
Food Service Maid	1 YR	16.90	17.32	17.75
	2 YR	17.31	17.74	18.18
Cleaner	Start	16.88	17.30	17.73
	1 YR	17.30	17.73	18.17
	2 YR	17.72	18.16	18.61
Nursing Attendant	Start	16.96	17.38	17.81
	1 YR	17.37	17.80	18.25
	2 YR	17.81	18.26	18.72
Registered Practical Nurse	Start	20.03	20.53	21.04
	1 YR	20.35	20.86	21.38
	2 YR	20.87	21.39	21.92
Cook	Start	17.40	17.84	18.29
	1 YR	17.72	18.16	18.61
	2 YR	18.27	18.73	19.20

NOTE: The above rates for Schedule "B" are exclusive of pay in lieu of Benefits for Part-time Employees (Article 28.02 (i) and Vacation Pay for Part-time Employees (Article 22.03).

LETTER OF UNDERSTANDING
BETWEEN
ST. LAWRENCE LODGE
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2107

Unused casual disability bank days existing at the end of the calendar year will be converted to a cash payment of one half ($\frac{1}{2}$) their value based on the employee's regular non-overtime hourly rate, by January 30 of the following year.

No employee shall receive the above noted payment where their number of paid sick days, from any source whatsoever in the calendar year, amounts to six (6) or more.

Article 23.02, paragraph 11, subparagraph 2 shall be suspended from operation while this Letter is in effect.

DATED at Brockville, Ontario this 14th day of July, 2006.

FOR THE EMPLOYER

Tom Henington
Brenda McNeil

FOR THE UNION:

Sharon Curran
Bob Kippen
Ron Patton
Myroni Papadimitriou
Shelley J. McElroy

LETTER OF UNDERSTANDING
BETWEEN
ST. LAWRENCE LODGE
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2107

RE: JOINT JOB EVALUATION PLAN

1. Each Party will appoint a committee of three (3). The Union Committee will additionally have the National Representative as a member and the President of CUPE Local 2107.
2. The Committee will meet on a mutually agreed upon schedule and attempt to agree on a Job Evaluation Plan during the term of this Collective Agreement.
3. Meetings will commence within sixty (60) days of one Party notifying the other Party of their desire to commence the evaluation process.
4. The Negotiating Committees will have the authority to recommend or not recommend the said plan(s) for ratification during the term of this Collective Agreement.
5. Failure to agree on such plan(s) does not preclude either Negotiating Committee from proposing such a plan(s) at the next round of negotiations.

DATED at Brockville, Ontario this 19th day of July, 2006.

FOR THE EMPLOYER:

Tom Haining
Brenda M. M. B.

FOR THE UNION:

Sharon Chiu
Barb Kilgus
Ron Chiu
Michelle Despres
Richard J. Cuthbert

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