

Collective Agreement

Between

Central Park Lodges Ltd

AND

Service Employees International Union

Local 1.0n

C.L.C.

Begins:

10/01/2004

Terminates:

09/30/2007

12185 (04)

Source:

Employees:

Received by:

Date: 11/21/2006

The Union and the Employer recognize their obligations in promoting a harassment free work environment and in ensuring that every individual has the right to dignity and respect and to be treated fairly in the workplace.

Harassment can be defined as any unwelcome action by any person, in particular management or a co-worker, whether verbal or physical, on a single or repeated basis which humiliates, insults, degrades or threatens the health or well-being of an individual or which poisons *the* workplace.

Unwelcome or unwanted in this context means any action that the harasser knows or ought reasonably to know are not desired by the individual.

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This Agreement made as of the 27th day of September 2006.

BETWEEN:

CENTRAL PARK LODGES LTD.

**owning and operating Central Park Lodges Ltd. at
Ottawa, Ontario**

(hereinafter referred to as the "Employer")

OF THE FIRST PART

-AND-

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N**

**Chartered by the
S.E.I.U., C.L.C.**

(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for all purposes of the Labour Relations Act of Ontario for all employees of the Employer at its lodges mentioned in paragraph 1.01 hereof, save and except professional nursing staff, physio therapists, occupational therapists, supervisors, foremen. persons above the rank of supervisor or foreman. The Employer agrees to abide by the terms and conditions of the Human Rights Code of Ontario and the Labour Relations Act of Ontario.
- 2.02 The Employer undertakes that they will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 3 - DEFINITIONS

- 3.01 Where the feminine pronoun is used in this agreement it shall mean and include the masculine pronoun where the context so applies.
- 3.02 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.
- 3.03 The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule A.

ARTICLE 4 - INTERPRETATION

- 4.01 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement which employees are within the bargaining unit and for whom the Union is recognized as the bargaining agent. The provisions of this Agreement shall be read with all generic, grammatical, singular and plural changes as required by the circumstances.
- 4.02 The shift commencing at or about midnight shall be considered the first shift of

each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours worked falls, regardless of what calendar day any part of such shift was actually worked.

- 4.03 There ~~shall~~ be no pyramiding of payments or benefits.
- 4.04 Where the hours of work are averaged over a two (2) week period that ~~two~~ (2) week period will be the same two (2) weeks as the pay period.
- 4.05 Except where otherwise specified in this Agreement, the reference to a number of days within which any matter shall be dealt with is to ~~be~~ in terms of calendar days.
- 4.06 Wherever the term Union Representative is used in this Agreement it shall mean any employee working for and/or on the active payroll ~~with the~~ Union. Union representative shall mean and include Business Agent, International Representative, etc.
- 4.07 A full-time employee is an employee who is regularly scheduled for more than twenty-two and one-half (22 1/2) hours per week. A part-time employee is an employee who is regularly scheduled for twenty-two and one-half (22 1/2) hours or less per week.
- 4.08 The terms 'regular pay' and 'straight pay' when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A".

ARTICLE 5 - UNION SECURITY

- 5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union.
- 5.02
 - a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union.
 - b) The Employer shall, when remitting such dues, name the employees and provide employee numbers if applicable from whose pay deductions have been made.
 - c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

The home shall endeavour to provide dues information by electronic format. If ~~the~~ Home agrees to provide the Union with information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The parties will endeavour to communicate on this issue so that implementation is *not* impeded.

The home agrees to provide the Union with employee addresses currently on file on an annual basis.

- 5.03 a) Deductions shall be made from the first pay of each month and forwarded to the Union ~~office~~ on or before the last day of the same month in which the deductions are made, where practicable.
- b) The Employer has no responsibility to remit Union dues while the employee is off on Pregnancy and/or Parental Leave.

5.04 The Union and its members shall hold the Employer harmless with respect to any liability which ~~the~~ Employer might incur as a result of deductions and remittances.

5.05 It is mutually agreed that arrangements will be made for a Union Steward to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of ~~the~~ Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union and the Chief Steward monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each interview, the duration of which shall not exceed ten (10) minutes.

5.06 No Contracting Out

There shall be no contracting ~~out~~ of work normally being performed by the bargaining unit.

5.07 Work of ~~the~~ Bargaining Unit

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.

- 5.08 a) So long as a full-time position exists, there will be no splitting of that position into ~~two~~ or more part-time positions without agreement of the Union.
- b) If an employee should work over twenty-two and one-half hours per week in excess of thirteen weeks per twelve month period ending on May 31st of each year, he could be then considered a full-time employee covered by ~~the~~ Collective Agreement between the Employer and the Union.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during *the* term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in The Labour Relations Act, R.S.O. 1980, Chapter 228 as amended.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The Union acknowledges that it is the exclusive function of the Employer:

- - To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Lodge, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.*

It is agreed that prior to altering any present rules and regulations or making new rules and regulations, the said new rules and regulations shall first be approved and signed by the head office of the Employer after which they shall be discussed in detail with the Union Committee and an opportunity afforded to the said Committee to make representation both at the local and head office levels of the Employer.

(*It is agreed that such rules will be posted on the bulletin board and a copy supplied to the Union Committee).

2. To hire, discharge, transfer, lay-off, re-call, promote, demote, classify, assign duties, suspend or discipline employees who have completed their probationary period, for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee who has completed their probationary period, has been discharged or disciplined without a reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided in accordance with Article 9.
3. To control the direction of the working forces, the right to plan, direct and control the operation of the Lodge, the right to introduce new and improved methods, facilities, equipment, the amount of supervision necessary, combining or splitting up of departments, work schedules, the number of employees required for the Employer's purposes and the increase or reduction of personnel.
4. To exercise any of the rights, powers, functions or authority which the Employer has prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or

modified by this Agreement.

- 7.02 It is agreed and understood that these rights shall not ~~be~~ exercised in a manner inconsistent with the terms of this Agreement; a claim that ~~the~~ Employer has so exercised these rights shall be the proper subject matter of a grievance.

ARTICLE 8 - UNION COMMITTEE AND REPRESENTATION

- 8.01 (a) Where negotiations are conducted on a joint basis for any or all of the Employer's retirement lodges for any renewal or extension of this Agreement, the Union may elect or otherwise select a negotiating committee consisting of one (1) representative from each retirement lodge. An employee and member of the negotiating committee shall be paid his regular rate for all regularly scheduled working hours lost due to attending negotiation meetings with management up to the time application is made for conciliation services and the services of the conciliation officer are used.
- (b) Where negotiations are conducted individually for any or all of the Employer's retirement lodges for any renewal or extension of this Agreement, the Union may elect or otherwise select a negotiating committee of up to ~~two~~ (2) employees per lodge. Each employee and member of the negotiating committee shall ~~be~~ paid his regular rate for all regularly scheduled working hours lost due to attending negotiation meetings ~~with~~ management up to and including conciliation.
- 8.02 The Employer and the Union accept and agree that three (3) members of the bargaining unit appointed or elected by ~~the~~ Union or the members of ~~the~~ bargaining unit, together with the business agent of the local of ~~the~~ Union shall comprise a union committee. The employees so designated shall perform the duties of stewards and one of the said stewards shall act as chief steward. Each such employee shall have a minimum of ~~six~~ (6) months seniority.
- 8.03 The Union acknowledges that the stewards and chief steward have regular duties to perform on ~~behalf~~ of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Each steward or chief steward may be permitted by his supervisor during working hours to leave his or her post during working hours to assist in the presentation of a grievance. Such consent shall not be unreasonably withheld by the supervisor. Any member of ~~the~~ Union committee may ~~be~~ allowed by the Employer such reasonable time as is necessary while in conference with ~~the~~ Employer respecting negotiations for any renewal or extension of this Agreement, or the presentation or processing of any grievance in accordance with the provisions of this Agreement.
- 8.04 It is understood and agreed that the Employer may at any time require that grievances be presented and processed outside of working hours if it considers that an undue amount of time is being consumed by any steward or the chief

steward during working hours.

- 8.05 The Employer agrees to advise the Union, in writing, with a list of Supervisors, the Executive Director, and the Vice President of the Division, and to advise the Union promptly of any changes in the same; the Union agrees to advise the Employer in writing with a list of the Stewards, Chief Steward and business agent of the local of the Union and to advise the Employer promptly of any change in the same.

8.06 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and work load issues etc.

A Union staff member or a representative from Corporate Head Office may attend. The parties will endeavour to meet at least quarterly.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the parties hereto that grievances of employees shall be adjusted as quickly as possible. If any employee has a grievance, he or she will discuss it with his or her supervisor within five (5) days after the circumstances giving rise to the grievance have originated or occurred, and failing settlement, the grievance being a difference arising out of the interpretation, application, administration or alleged violation of this Agreement shall be dealt with in the following manner and sequence, provided it is presented within five (5) days following the supervisor's decision.

Step No. 1

Within five (5) working days after the decision has been given, pursuant to 9.01 and if further action is to be taken, then the employee, who may request the assistance of his or her steward or any agent or representative of the Union, shall submit the grievance, in writing, dated and signed, to the Executive Director of the Lodge. A meeting will then be held between the Executive Director or his designated representative and the employee.

It is understood that at such meeting the Executive Director or his designated representative may have such counsel and assistance as he may desire and the employee may have his steward, and that the business agent of the Union or an international representative of the Union may also be present at the request of either the employee or the Employer.

The decision of the Executive Director or his designated representative shall be given in writing within five (5) working days following the meeting.

Step No. 2

Failing settlement of the grievance at Step No. 1, and if further action is to be taken then within seven (7) days after the decision is given in Step No. 1 the grievance, in writing, dated and signed shall be submitted to the Executive Director of the Lodge for onward transmission to the appropriate Head Office Representative. A meeting may then be held between the Head Office Representative or his designated representative and the employee within ten (10) days. It is understood that at such meeting the Head Office Representative or his designated representative may have such counsel and assistance as he may desire and that the Business Agent of the Union or an international representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Head Office Representative or his designated representative shall be given in writing, to the Union, within seven (7) days following the meeting.

Step No. 3

Should the A Head Office Representative or his designated representative fail to render his decision as required in Step No. 2 or failing settlement of any grievance under the foregoing procedure, arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union.

If no written request for arbitration is received within ten (10) working days after the decision in Step No. 2 is given or within fifteen (15) working days following the meeting under Step No. 2 of the grievance procedure, the grievance shall be deemed to have been settled.

Grievance Mediation

- 9.02 a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

- b) Grievance Mediation will commence at a time mutually agreed, understanding that ~~the~~ parties endeavour to hold such mediation within twenty-one (21) days.
- c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- d) The parties shall agree on a mediator.
- e) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of proceedings shall be made and legal counsel shall not be used by either party.
- f) If possible, an agreed statement of facts will be provided to the mediator, and if possible, in advance of the Grievance Mediation Conference.
- g) The Mediator will have the authority to meet separately with either party.
- h) **I**f no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.
- i) The Union and Employer will share the cost of the Mediator, if any.

9.03 Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the grievance and shall contain the names of the party's nominee to the Board of Arbitration. The other party to the Agreement shall within ten (10) days thereafter nominate its member of the Board of Arbitration, and the two (2) so nominated shall endeavour within ten (10) days after their appointment to agree upon a third person to act as Chairman of the Board of Arbitration. **I**f the nominees are unable to agree upon a third person within ten (10) days after their appointment, then a third person shall be appointed by the Arbitration Commission for the Province of Ontario to act as Chairman of the Board of Arbitration.

The said ~~two~~ arbitrators first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the latter of them or prior to the appointment of the third arbitrator within the said period of ten (10) days to discuss the grievance submitted to arbitration with a view to mutual settlement of the grievance so submitted by the parties, or either of them.

- 9.04 Should a grievance not be submitted within the various time limits specified in this article, the Employer ~~will~~ not be obliged to consider it and the same ~~shall~~ expire and the same subject matter shall not be further considered nor the subject of a further grievance.
- 9.05 (a) The Employer acknowledges the right of ~~the~~ Union, the stewards and/or the chief steward to assist employees in dealing with or presenting grievances to ~~the~~ Employer or ~~its~~ representative.
- (b) The Employer acknowledges the right of a seniority employee subject to written discipline to the presence of a Union Steward or Union Committee member at the time the disciplinary action is taken, if she ~~so~~ chooses.
- 9.06 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 9.07 Each of the parties shall pay the expense of their own arbitrator and one-half of the fees of the Chairman.
- 9.08 Where it appears that two (2) or more employees have the same grievance or the same type of grievance, the Union shall process the grievance simultaneously and consecutively on all levels of the grievance procedure, if necessary, subject to all applicable provisions under the grievance procedure. It is understood that each grievor shall have the right to make his own submission at each level of the grievance procedure.
- 9.09 If there should be an accumulation of grievances to be referred to arbitration, one board of arbitration shall be constituted to deal with all such grievance disputes.
- 9.10 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- 9.11 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it, nor shall any practices or customs become binding unless reduced to writing by the Union and the Employer. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- 9.12 All agreements reached under the grievance procedure between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved. The decision of the Arbitration Board shall be final and binding upon the parties and any employee affected by it.

9.13 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.

9.14 Access to Personal File

- a) Each employee shall have access to her personal file for the purpose of reviewing any evaluation of formal disciplinary notations contained therein.
- b) Any disciplinary action shall be removed from an employee's personnel file after fifteen (15) months from the date of such disciplinary action provided there has not been any other discipline given to the employee.
- c) Each employee shall be given a copy of his/her evaluation.

9.15 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties of the Board of Arbitration to have access to any part of the lodge to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the lodge.

9.16 Any time limits referred to in the grievance procedure or in respect of arbitration within which any procedure is required to be taken or notice required to be given, shall be calculated exclusive of Saturdays, Sundays and paid holidays (as declared).

9.17 Discharge Cases

- (a) An employee may only be discharged for just cause, except an employee who has not completed her probationary period may be terminated on the basis of a fair and proper assessment of her suitability for employment with the Lodge but which action may be taken up as a grievance at Step One.
- (b) Pertaining to discipline any written warning to be placed in an employee's file, the employee will be given a copy and a further copy will be sent to the Union office.

9.18 If a complaint be submitted as a written grievance or if a grievance be submitted to Arbitration, it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, parties involved, remedies sought, reason relied upon, and the clause or clauses of this Agreement said to be violated, all in clear and concise terms. Subject to the foregoing, a complaint submitted as a written grievance shall set forth wherever possible the clause or clauses of this Agreement said to be violated.

- 9.19 Where the Arbitration Board determines that an employee has been discharged or otherwise disciplined by the Employer for cause and there is no specific penalty for the infraction agreed to by the Employer and the Union as comprising a part hereof, the Arbitration Board may substitute such other penalty for the discharge or penalty as ~~the~~ Arbitration Board deems just and reasonable in all the circumstances.

9.20 Sole Arbitrator

In the event that ~~one~~ party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite board of arbitration as hereinbefore referred to, the party submitting the grievance to arbitration ~~shall so~~ signify when advising the other party and shall advise as to three alternative choices as to a sole arbitrator in addition to that party's nominee to a bipartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter ~~shall~~ be determined by a sole arbitrator and failing such agreement the regular arbitration procedure ~~shall~~ apply.

9.21 Union Policy Grievances

The Union may institute a grievance consisting of an allegation, a general misinterpretation or a violation by the Employer of this Agreement in writing at Step No. 1 of the grievance procedure, providing that it is presented within ten (10) working days after ~~the~~ circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular grievance procedures shall not be thereby bypassed.

9.22 Employer Policy Grievance

The Employer may institute a grievance consisting of an allegation, a general misinterpretation or a violation by the Union or any employee of this Agreement, in writing at Step No. 2 of the grievance procedure, by forwarding a **written** statement of the said grievance to the business agent of the local Union, providing it is presented within ten (10) working days after ~~the~~ circumstances giving rise to the grievance have originated or occurred; the business agent of the local Union shall give his decision in writing five (5) working days after receiving the written grievance and failing settlement, ~~the~~ grievance may be referred to Step No. 3.

ARTICLE 10 - PROBATION PERIOD

- 10.01 A newly hired employee must successfully complete a probationary period of fifty (50) days worked or three hundred and seventy-five (375) hours worked (which

would include days not worked, but paid for by the Employer) whichever is the longer.

- 10.02 Any period of absence, excluding the time spent on W.S.I.B. and maternity leave, shall not be counted as hours worked for the calculation of probationary period.

ARTICLE 11 - SENIORITY

- 11.01 Seniority is defined as the length of service (hours worked) with the Employer within his or her respective Lodge, and will ~~be~~ acquired when an employee has completed fifty (50) days worked or three hundred and seventy-five (375) hours worked (which would include days not worked, but paid for by the Employer) whichever is the longer, and will accumulate thereafter. Employees will ~~be~~ regarded as probationary employees until they have acquired seniority as above provided. For employees regularly scheduled less than thirty-seven and one-half (37 1/2) hours per week, their seniority shall be computed on the basis of 1750 hours equals one (1) year of full-time service.

For the purpose of Article 13.01(b), (c), (d) and Article 14.03(c), seniority will be based on total accumulated hours worked with the Employer.

- 11.02 The Employer will prepare a seniority list of all the employees in the bargaining unit showing the seniority of each employee in his or her work classification. The said list shall be prepared and posted on the employee bulletin board, and ~~two~~ (2) copies of the same shall be forwarded to the chief steward and the local Union at its office. The said seniority lists shall be updated in January and July of each year and employees are expected to, within thirty (30) days of the current postings to bring to the attention of management any errors or discrepancies on such list.

The Receptionist Group shall have a separate seniority list

- 11.03 An employee leaving the employ of the Employer at one of ~~its~~ Lodges covered by this collective agreement (as a result of a change in residence) who applies for a similar position within thirty (30) days of their leaving the employment of the Employer and is accepted for employment at one of the Employer's other Lodges covered by this collective agreement shall retain his seniority for the purposes of probation, vacation entitlement, sick leave entitlement for legitimate illness and wage level based on seniority in accordance with overall company seniority. The employee shall advise the Employer when making ~~such~~ application that he has previously been employed by the Employer at ~~the~~ previous Lodge at which he was employed.
- 11.04 An employee shall lose all seniority and shall be deemed to have quit the employ of the Lodge if he or she:

- a) voluntarily resigns, retires or is discharged for just cause; or
- b) leaves the lodge premises during regular working hours without the

permission of the employee's immediate supervisor

- c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- d) fails to report for work within seven (7) calendar days after being notified by the Employer following lay-off exceeding four (4) calendar weeks.
- e) is absent from active employment at the lodge for any reason for a period in excess of thirty (30) calendar months.

The Union and the Employer agree to abide by ~~the~~ Human Rights Code.

ARTICLE 12 - WAGE PROGRESSION

- 12.01 Employees regularly scheduled to work thirty-seven and one-half (37 1/2) hours per week within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1850 hours worked including probationary hours worked. Employees regularly scheduled less than thirty-seven and one-half (37 1/2) hours per week will progress on the basis of 1,750 hours worked including probationary hours worked. Hours worked and paid for by the Employer, hours not worked and paid for by the Employer and hours paid by the Workplace Safety and Insurance Board shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within the position classification.

ARTICLE 13 - LAY-OFF AND RECALL

13.01 (a) Notice of Lay-Off

In the event of a proposed lay-off of a permanent or long-term nature, the Lodge will provide the Union with at least six (6) weeks notice. The Employer ~~will~~ meet with the Union to review the following:

- (i) the reasons causing the lay-off;
- (ii) the method of implementation including the areas of cutbacks.
Any agreement between the Lodge and the Union resulting from the review of the above concerning the method of implementation will take precedence over the terms of this Article.

(b) Lay-Off

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

- (i) if the employee's service is greater than 9 years - 9 weeks notice;
- (ii) if the employee's service is greater than 10 years - 10 weeks notice;
- (iii) if the employee's service is greater than 11 years - 11 weeks notice;
- (iv) if the employee's service is greater than 12 years - 12 weeks notice

(c) Lay-Off Procedure

- a) In the event of a lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either
 - (i) accept the lay-off; or
 - (ii) displace any less senior employee, provided they are able to perform the duties.
 - (iii) an employee who is displaced as a result of 13.01(c)(b)(ii) will be entitled to exercise their seniority rights by displacing any less senior employee, provided they are able to perform the duties.

(d) Recall

Laid off employees shall be recalled to their original positions in the reverse order of their displacement through lay-off or may be recalled to another position provided, that in the opinion of the Employer, reasonably exercised, the employee is able to satisfactorily perform the work available without training other than orientation.

Employees being recalled to work will be advised in writing by Registered Mail and it is the responsibility of the employee to keep the Employer advised of their current address.

An employee who fails to report to work within seven (7) calendar days of notification from the Employer shall be deemed to have quit their position within the respective Lodge.

- No new employees shall be hired until all laid off employees have been given the opportunity to return to their own position prior to the lay-off, if available.

13.02 The Employer shall give a minimum of ~~two~~ (2) weeks notice of termination of employment or shall pay a minimum of ~~two~~ (2) weeks wages in lieu of notice except in cases of dismissal for cause or termination during the probationary period. Notwithstanding the foregoing, in the event that the Employer must by law provide a longer notice of termination or pay a greater sum in lieu of notice, the Employer ~~must~~ provide such longer notice or pay such greater sum.

13.03 Benefits on Lay-off

In the event of a lay-off, provided the employee deposits with the Lodge her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employees are not eligible) the Employer ~~shall~~ pay its share of the insured benefit premium for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid off employee is employed elsewhere whichever comes first.

ARTICLE 14 - JOB POSTING

14.01 Temporary Transfers

If an employee is temporarily transferred to a higher rated job group, within the bargaining unit, he shall receive the next highest rate in the new job group, above his regular rate, for the time so transferred.

14.02 Job Transfers

(a) Transfers to Lower Rated Classification

If an employee is transferred to a lower rated classification by the Employer, the employee ~~will~~ be paid at their regular wage rate for all hours worked in the lower rated classification.

(b) Transfers to Higher Rated Classification

If an employee ~~is~~ transferred to a higher rated classification by the Employer, the employee ~~will~~ be paid at the higher wage rate for all hours worked in the higher rated classification.

NOTE: This does not apply to a call-in or vacancy filled through the Job Posting procedure.

(c) Transfers from a Full-time to a Part-time Position

When an employee permanently transfers from a full-time position to a part-time position, they will be credited with their seniority accumulated to date and all of the provisions in the Collective Agreement will apply.

(d) Transfers from a Part-time to a Full-time Position

When an Employee permanently transfers from a part-time position to a full-time position, they will be credited with their seniority accumulated to date and all of the provisions in the Collective Agreement will apply.

14.03 Job Posting

- (a) In the event new jobs are created or vacancies occur in existing job classifications, the Employer will post such new jobs ~~or~~ vacancies for a period of seven (7) calendar days and shall stipulate the qualifications, classification, rate, department, shift and will identify if the vacancy is on the assisted living floor(s) or retirement floor(s) to allow employees with seniority to apply. Where no applicants within the full-time bargaining unit are successful in obtaining the position or no applications are received from the full-time unit, applications submitted for such posting from the part-time employees, will be considered prior to the consideration of persons not employed by the Lodge and will be awarded such job ~~or~~ vacancy in accordance with provisions of 14.03(c) if hired within the bargaining unit.
- (b) If no applications are received by 10:00 am. of the sixth day following the posting date, the Employer may start proceedings to secure applications from outside labour sources.
- (c) In the event one or more employees apply, the job shall be awarded to the applicant with the most seniority provided she is qualified to perform the job. The Management reserves the right to hire outside help provided in their opinion the applicants are not qualified to perform the work required.
- (d) The successful applicant shall be placed ~~on~~ trial in the new position for a period of three hundred thirty-seven and one-half (337 112) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:
 - i) The employee feels that she is not suitable for the position, and wishes to return to her former position, or
 - ii) The Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

In the event of either (a) or (b) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also ~~be~~ returned to her former position and salary without loss of seniority.

The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

- e) It is agreed that successful applicants of ~~the~~ job bidding procedure will be permitted to re-apply for any other posted job vacancy.
- f) The Employer agrees to post the original job vacancy and ~~two~~ subsequent vacancies.
- g) The Employer will post ~~the~~ name of the **successful** applicant when the ~~position has~~ been filled. The Employer will discuss with the unsuccessful applicants, if requested, the matter in which the employee may improve his ~~position~~ and his work in order to be considered for any future vacancy.
- h) Where a new job or classification is established the Employer agrees to notify the Union and to discuss ~~with~~ the Union the rate prior to implementation of same. Should the parties fail to agree on the rate for the new position, the matter may be submitted before an arbitrator ~~or~~ Board of Arbitration to resolve the difference.
- i) The Employer agrees to provide a Union Steward with a copy of each job posting.

14.04 Temporary Vacancies

A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks. The position shall be filled in accordance with Article 14.03(a) of the Collective Agreement.

The Employer will outline to the employee selected to **fill** the vacancy the anticipated conditions and duration of such vacancy. The successful applicant shall retain his/her part-time status during the temporary full-time period.

It is understood that an employee will not be considered for a further temporary position while presently in a temporary position. The above not to exclude an employee from applying for a permanent full-time ~~or~~ part-time position as set out in the Collective Agreement.

- 14.05 Promotion will be based on seniority, provided that the candidates' qualifications for the job concerned are approximately equal. Seniority will **also** govern demotions, transfers, except in ~~the case~~ of employees who, because of their qualifications, should not be demoted or transferred in the interest of efficiency and safe operations.

ARTICLE 15 - HOURS OF WORK

15.01 The normal hours of work shall average seventy-five hours (75) hours bi-weekly excluding one half (1/2) hour unpaid meal period. The Employer will use its best efforts to insure that such one-half (1/2) hour period is uninterrupted. It is recognized that emergency situations do arise, and at such times the employees may be requested to interrupt their lunch period.

There will be no split shifts unless mutually agreed.

15.02 In order to provide the Lodge with twenty-four (24) hour continuous service during the seven days in each week, all employees may be required to rotate their work week over three (3) shifts as necessary. The Employer will pay a premium of twenty-four cents (24 cents) per hour to each employee working a shift commencing or ending between the hours of 10:30 p.m. and 12:00 o'clock midnight.

15.03 The following regulations shall govern the scheduling of hours of employees in the bargaining unit.

15.04 Except where mutually agreed otherwise between the Employer and an employee, shift schedules shall be arranged so that an employee:

- (a) Is not scheduled to work more than seven (7) consecutive days;
- (b) The Employer will use its best efforts to pre-schedule every other weekend off as per past practice.
- (c) May exchange shifts with another employee in the same department provided that no cost to the Employer results;
- (d) Where shifts are mutually agreed (i.e. no rotation) other employees will have the right to grieve selection and or apply under the provisions of Article 14.03(a) (job posting) where a job vacancy occurs.

15.05 An employee may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of two (2) days off per week which shall be taken on such days as shall be specified by the Employer subject to the provisions of paragraph 15.04.

15.06 The Employer agrees to arrange shifts so that employees will receive a minimum of twenty-four (24) hours off between the change over of shifts, and forty (40) hours off if there is one (1) day off between the change over and sixty-four (64) hours off if there are two (2) days off between change over of shifts. In the event employees of their own accord, for their own convenience change shifts with one another, the Employer agrees not to interfere but reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the scheduling provisions, that might arise or accrue as a result of the exchange of shifts.

- 15.07 Shift** schedules covering a two (2) week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the Department Head in writing one (1) week in advance of the posting. The Employer will not change a posted schedule in-less mutually agreed.
- 15.08** If an employee's request for time off in accordance with the provisions of paragraph **15.04** and **15.07** above results in a conflict within **15.04** and **15.07** above, the said request and the granting of such shall not be deemed a violation of this Agreement because of the employee's individual request.
- 15.09** Where existing shift scheduling in effect is more favourable to the employee than the provisions of paragraph **15.04** the existing scheduling **will be** maintained rather than being amended to strictly comply with paragraph **15.04**; in so doing, however, there shall be deemed to be no violation of this Agreement
- 15.10** Any change in posted days off except in the case of an emergency (defined to include fire, flood, epidemic, act of God, etc.) **will result** in payment at overtime rates of time and one-half for all hours worked on such assigned day off. All employees who work on an assigned day off as per assigned schedule, at the Employer's request will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked. This does not apply to employees scheduled less than thirty-seven and one half (37 1/2) hours weekly, or seventy five hours biweekly.
- 15.11 Overtime**
- Authorized work performed in excess of regularly scheduled work hours of seven and one-half (7 1/2) hours on a daily basis or seventy-five (75) hours in a bi-weekly pay period, will be counted as overtime work and **will** be paid for at the rate of time and one-half (1 1/2) the employee's regular hourly earnings.
- An employee who is absent on paid time during his scheduled work week because of sickness, Workers' Compensation, bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rates. If an employee is required to work for three and three-quarters (3 & 3/4) hours as overtime, one (1) free meal will be supplied in addition to overtime rates paid.
- 15.12 a)** Part-time employees who are covered by this Agreement may be requested by the Employer to work more than twenty-two and one-half (22 1/2) hours per week averaged over the duty roster cycle, for example, during the summer months, at Christmas - New Year period, and at least on alternate paid holidays, and to replace an employee who fails to report for his scheduled shift if requested at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees.

- b) The terms of the full-time unit agreement will apply as of the nearest pay period to the commencement of the fourteenth (14th) week. On the consent of the employee, the Employer and the Union, the employee could be reinstated to be governed by this Agreement. The Employer will endeavour to distribute the additional hours as equally as possible amongst the part-time employees.

15.13 Call-In

- (a) To staff on available shift, the Employer will call in employees who are available at non overtime rates by seniority first. If the available shift is still not covered and if the Employer chooses to replace the shift, then the Employer will call in employees by seniority for the shift at the overtime rate as stipulated in Article 15.11.
- (b) Where the call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (c) If the employee reports for work within one (1) hour of the request for call-in then the Employer will guarantee a minimum of four (4) hours work.

15.14 Each employee shall be entitled to two fifteen-minute rest breaks per seven and one-half (7 1/2) hour shift, one in each half shift of the employee's regular work day.

15.15 Employees who report for work on any regular scheduled shift will be guaranteed four (4) hours of work, or if no work is available will be paid four (4) hours. Unless the employee refuses available work arranged by the Employer or was informed not to report to work prior, according to the Collective Agreement.

15.16 Responsibility Pay: Effective date of ratification, the Responsibility Allowance for Work Outside the Bargaining Unit in excess of 1/2 shift will be \$7.50 for each shift from time of assignment.

ARTICLE 16 - RETIREMENT AGE

16.01 It is understood and agreed that employees who have attained age sixty-five (65) shall be subject to annual review by the Employer to determine whether they are capable of performing their assigned duties. If such employees are capable of performing their assigned duties in the opinion of the Employer their employment shall be continued, until such time as they are not capable at which time they shall be retired.

16.02 In-Service

The Employer and the Union recognize the need for regular in-service training for all classifications and will form an Education Committee of equal representation who will meet annually to identify and discuss in-service needs for the upcoming year. In addition the Education Committee will receive and meet on any further recommendations should either party feel that additional topics need to be addressed.

ARTICLE 17 - PHYSICAL EXAMINATIONS

- 17.01 Before final acceptance for employment all applicants will be required to pass a physical examination by their own doctor at their expense. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the employee and the Lodge and the results of which shall be made available to the Employer prior to the expiry of the probationary period.

If an employee is assigned to work before the results of the physical examination are delivered to the Employer, it is understood that continued employment is pending upon the results of the physical examination. If the employee is unable to arrange for such inclusive examination, the Employer will arrange such examination at the employee's expense,

- 17.02 Subsequent physical examinations and x-rays may be required by the Employer for the benefit of the employee and the Lodge.

If the Employer requires the employee to have subsequent physical examinations or x-rays such shall be done at the Employer's expense while the employee is regularly scheduled to work; provided that if the Employer is able to have such physical examinations and x-rays performed at the Lodge premises all employees shall attend to have their physical examinations or x-rays while the physician or x-ray unit is at the Lodge.

- 17.03 The Employer will pay for any physical examinations, excluding sick notes, that are required for the purposes of employment for seniority employees. Should the Employer require a second opinion from a physician concerning a sick note presented by an employee, the Employer will arrange for an appointment with a physician of the Employer's choosing and shall pay any expenses associated with such examination.

ARTICLE 18 - PAID HOLIDAYS

- 18.01 Every employee who is regularly scheduled thirty-seven and one-half (37 1/2) hours per week will receive pay computed at straight time for each of the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Remembrance Day
August Civic Holiday	Boxing Day
Heritage Day (3rd Monday in February)	

- 18.02** Remembrance Day is recognized as a float holiday, which can be taken at any time during the calendar year on the mutual agreement of both the employee and the Executive Director of the Lodge. Should ~~the~~ employee take the float holiday during the year as mutually agreed no premium time shall be paid for work performed on November 11th or the day proclaimed as Remembrance Day.

Should the employee not qualify for payment of the said float holiday in accordance with the provisions of paragraph **18.05**, one day's pay may ~~be~~ deducted from the employee's wage entitlement.

- 18.03** If another Federal, Provincial, Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

- 18.04** During the term of this Agreement, any employee who works on a paid holiday may elect either:

- (a) To be paid their regular rate plus one and one-half (**1 1/2**) times their regular rate for any and all work performed on said holiday; or
- (b) His regular rate and one-half (**1/2**) for any and all work performed on the said holiday, and additional time off with pay within the three (**3**) months next following such paid holiday.

The employee shall notify the Employer prior to the completion of the pay period in which such paid holiday occurs which option he intends to exercise. If the employee elects option b) he shall give the Employer sufficient notice of what time off he desires to enable the Employer to properly schedule for such time in accordance with this Agreement.

Nothing in this Agreement shall prevent the Employer and the employee agreeing on pay at time and one-half (**1 1/2**) plus the day off with pay, or a day's pay and time and one-half (**1 1/2**) off or any other combination which is mutually agreed upon. If any employee is absent without just cause on a paid holiday, after being scheduled to work he shall forfeit all pay for that holiday.

- 18.05** In order to qualify for holiday pay, the employee must work his normal scheduled work day preceding and following the holiday except where absence is due to illness, injury or approved leave of absence as provided for in this Agreement. Approved leave of absence as stated in this paragraph excludes maternity leave.

- 18.06 If one of the above-named paid holidays occurs on an employee's regular day off ~~or~~ during his vacation period the employee will receive one (1) day's pay computed at the prevailing hourly rates for the job classification applicable or a compensating day off in lieu thereof.
- 18.07 Employees who are regularly scheduled for less than thirty-seven and one-half (37 1/2) hours will be paid four and four-tenths percent (4 4/10%) of their basic pay in lieu of time off for paid holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each regular pay cheque.

In addition to the pay specified above, a part-time employee required to work on a paid holiday shall receive pay at the rate of time and one-half (1 1/2) for hours worked.

- 18.08 Employees will be given either Christmas Day or New Year's Day off on an alternating basis. No employee will be required under any circumstances, unless by mutual consent between the Employer and employee to work both Christmas Day and New Years Days.

The Employer agrees that at least two or more employees from the bargaining unit may take vacation over the Christmas and New Year holiday on a seniority rotation basis, provided no two employees are from the same department.

The Employer agrees that should an employee be taken seriously ill or hospitalized while on vacation they will give every consideration to replacing the vacation time lost as a result of such illness or hospitalization on an individual basis.

- 18.09 The practice of banking stats will continue.

ARTICLE 19 - VACATIONS

- 19.01 Employees who have been continuously in the active employ of the Employer from starting time up to ten (10) months of service ~~prior~~ to May 31, shall accrue one (1) days vacation for each month of service.
- 19.02 Vacation entitlements ~~for~~ employees working seventy-five (75) hours bi-weekly are as follows:

Length of continuous Active Vacation Time Off Percentage of Gross Earnings
Employ with CPL on ~~or~~ before May 31st of the Current Year

More than ten (10) Months..... 2 weeks..... 4%

3 years and over but ~~less~~
than 8 years..... 3 weeks..... 6%

8 years and over but less than 15 <u>years</u>	4 weeks.....	8%
15 years and over but less than 25 years.....	5 weeks.....	10%
25 years and over.....	6 weeks.....	12%

Vacation pay will be based on weekly earnings or percentage of annual gross earnings, whichever is greater.

19.03 Employees shall not waive vacation and draw double pay.

19.04 Vacation entitlement for employees who regularly work more than sixty-six **(66)** hours bi-weekly, but less than seventy-five (75) hours bi-weekly, shall be based on provisions for employees regularly working seventy-five(75) hours.

Vacation entitlement for employees who are regularly scheduled less than sixty-six **(66)** hours bi-weekly is:

Paid Hours of Vacation Pay: Percentage of Gross ~~Service~~ on or before Earnings for work performed up to May 31st of the current year May 31st or equivalent paid vacation time

Less than 5, 250	2 weeks	4%
5,250 or more and less than 14,000	3 weeks	6%
13,900 or more and less than 26,250	4 weeks	8%
26,250 or more and less 43,750	5 weeks	10%
More than 43,750	6 weeks	12%

- 19.05 a) Vacation may be taken at any time in the vacation year, but not in conjunction with the previous year's vacation. In the selection of dates, every effort will be made consistent with the necessities of the operation of the Lodge to allow employees to exercise their choice in accordance with their seniority status.
- b) Employees may take time accumulated in their vacation bank as an early paid vacation in the period between January 15th and May 31st in any year, it being understood that such time taken will be removed from the employees' bank. Vacation time available to that employee after May 31st will be the balance of the employees entitlement accumulated subsequent to the early paid vacation taken.

- 19.06 Employees are expected to provide advance notice to the Employer of the date they are scheduled to be on vacation. Their vacation pay for such time, if requested three (3) weeks in advance will be provided on a separate vacation pay advance cheque.
- 19.07 Employees who have lost their seniority and have terminated their employment as set out in Article 11 herein between vacation period, shall on termination of employment be paid a vacation with pay allowance in cash based on the annual vacation to which such employees shall be entitled from May 31 of the year of termination of employment.
- 19.08 The Employer will undertake to provide all full and part-time employees with a breakdown of vacation total earnings. Vacation pay will be paid to all full and part-time employees by separate payment, providing the vacation is taken in blocks of at least one week, on the regular pay day, unless otherwise requested. Vacation taken in quantities of less than one week will be paid as part of the regular pay.
- 19.09 The Employer will validate each employee's vacation request within ten (10) days of submitting such request.

ARTICLE 20 - MEALS

- 20.01 Employees are at liberty to bring their own meal, provided that such employees in no way interfere with the comfort and enjoyment of residents. If an employee wishes to take meals provided by the lodge the employee shall be charged a reasonable amount communicated to the employee in advance.

It is understood employees will be given free tea, coffee and milk.

ARTICLE 21 - UNIFORMS

- 21.01 For those employees employed as of November 1st, a lump sum uniform allowance will be paid in December as follows: Employees regularly scheduled to work thirty-seven and one-half (37 1/2) hours per week will receive one hundred-twenty-five dollars (\$125.00) per year and employees who are regularly scheduled less than thirty-seven and one-half hours (37 1/2) per week will receive eighty dollars (\$80.00) per year.

ARTICLE 22 - PAY DAYS

- 22.01 Employees will be paid every second Friday for the two (2) week period ending on the Friday of the previous week.
- 22.02 In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If it is determined the error results in an employee being underpaid by

one (1) day's pay or more, the Employer **will** provide payment for the shortfall within one (1) business day from the date of notification of the error.

ARTICLE 23 - JURY DUTY

- 23.01 An employee required to serve jury duty shall be paid the difference between what he would have **earned** for his scheduled hours, (without taking into account any shift premium or the like) and the fees received pursuant to the performance of jury duty. This will be effected by the employee signing over his jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments. The employee is to notify his supervisor as soon as possible after receipt of notice of selection for jury duty. The employee **will** come to work during those regularly scheduled hours that he is not required to attend at court.

Where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a **case** arising from the employee's duties on the premises of the Employer on his regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Employer is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate. It is agreed if this occurs on the employee's scheduled working day the employee will be paid as above.

Should a statutory holiday, vacation day(s) or paid lieu day fall within a leave for jury or witness duty, such day(s) shall be rescheduled at a time mutually agreeable to the Employer and the employee.

ARTICLE 24 - LEAVE OF ABSENCE

Union Leave

- 24.01 (a) It is agreed that the Employer will grant leave of absence to employees to attend union schools, conventions, seminars, education classes and other union business, providing such leave of absence will not unduly affect the proper operation of the Lodge.
- (b) Any employee elected or appointed to a full-time position with the Union shall be granted a leave of absence without pay and benefits, etc. Such leave must **be** renewable annually. During such leave seniority **shall** be retained but not accrued. Upon returning to work, such employee **will** be reinstated in his former job provided he has the seniority which was retained prior to the leave, if not, he shall **be** eligible to apply for any job within the Bargaining Unit by means of the Job Posting Procedure.

24.02 In requesting such leave of absence, the Union must provide at least four (4) weeks notice, when possible, to be confirmed in writing, to the Lodge.

24.03 (a) It is understood and agreed that where such leave of absence for attendance at union schools and conventions is granted, the Employer will continue to pay the employee(s) for the period of such leave and then submit an account to the Union for the employee(s) wages and benefits.

b) Educational Leave

Whenever required by the Lodge the employee shall be granted a leave of absence, with pay, to complete a required course(s). During such leave of absence seniority shall accumulate as if the employee had worked. The Employer agrees that in such cases, as mentioned above, they will pay the full cost of tuition and materials associated with such courses, provided the employee successfully complete the course and provided that the employee remains in the employ of the Employer for three (3) months subsequent to the completion of the course.

The Employer may grant a request for an unpaid leave of absence to upgrade employment qualifications, provided that they receive the request one (1) month in advance, in writing, unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Retirement Home. Applicants, when applying, must indicate the date of the departure and specific date of return.

(c) If such leave is granted, the terms of such leave shall be identified in writing prior to the taking of such leave (including the specified date of return).

24.04 Bereavement Leave

(a) Upon the death of an employee's spouse, (to include same sex partner) child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.

(b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending the day of the funeral.

(c) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.

(d) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

- (e) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving any other payments such as holiday pay, vacation pay or sick pay.
- f) Should a statutory holiday, vacation day(s), or paid lieu day fall within a leave for bereavement, such day(s) shall be rescheduled, at a time mutually agreeable to the Employer.

24.05 Pregnancy Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.
The employee shall give her Employer ~~two~~ (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish ~~the~~ Employer with a Certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of ~~the~~ Employer shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do ~~so~~, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to ~~resume~~ her work. Additional leave of absence may ~~be~~ taken under Article 24.06 Parental Leave.
- (d) An employee who does not apply for leave of absence under 24.05(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 24.05(a) upon providing the Employer, before the expiry of two (2) weeks after she ~~ceased~~ to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (e) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall ~~so~~ advise the Employer when she requests the leave of absence. If a full-time

employee returns to work ~~at~~ the expiry of the normal maternity or adoption leave, and the employee's former permanent position ~~still~~ exists, the employee ~~will~~ be returned to her former job, former shift if designated. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the ~~time~~ the leave of absence began, with no loss of seniority or benefits accrued, and shall reinstate the employee in accordance with the provisions of Article 24.05.
- (g) Such absence is not an illness under the interpretation of this agreement and ~~credits~~ on the accumulated sick leave plan and ~~the~~ weekly indemnity plan cannot be used.
- (h) Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under ~~the~~ Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave as provided under Article 24.06 of this Agreement, the employee shall give the Employer at least ~~two~~ (2) weeks' notice in writing, that she intends to take parental leave.

24.06 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of ~~the birth~~ of child or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than ~~fifty-two~~ (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and ~~thirty-seven~~ (37) weeks in duration if she did not.

- (d) An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.
- (e) For the purposes of parental leave under Article **24.06** Parental Leave, the provisions under 24.05(a), (b), (c), (d), (e), (f), (g), (h) and (i) j) shall also apply.

24.07 Employees will be granted parental leave in accordance with the Employment Standards Act.

24.08 Leaves of Absence

The Executive Director may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants when applying must indicate the date of departure and specify the date of return.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

ARTICLE 25 - HEALTH AND WELFARE

25.01 Employees who are regularly scheduled to work thirty-seven and one-half (37 1/2) hours per week shall apply for and maintain membership in the Employers group insurance plan. The monthly premiums payable in advance shall be deducted from the employee's salary. If requested by the Employer, the employee shall sign a form or forms authorizing the deduction from salary of the amount of such premiums and other premiums payable for hospitalization and surgical medical coverage herein referred to.

Employees who are regularly scheduled twenty-two and one-half (22 1/2) hours or more, but less than thirty-seven and one-half (37 1/2) hours who were hired prior to June 1, 1986, shall receive benefits on the same basis as employees who are regularly scheduled thirty-seven and one-half (37 1/2) hours.

Employees who are regularly scheduled more than twenty-two and one-half (22 1/2) hours or more, but less than thirty-seven and one-half (37 1/2) hours who were hired after June 1, 1986 must, on completion of the probationary period, elect to participate in benefit plans or to receive six cents (\$0.06) per hour in lieu for all hours worked. When the Employer requires an employee to produce a medical certificate confirming illness or injury, the Employer will reimburse the employee for any payment that is required after the employee has provided a receipt

Employees who are regularly scheduled more than forty-five (45) hours bi-weekly, but less than seventy-five (75) hours bi-weekly must, on completion of the probation elect to participate in benefit plans or to receive six-percent (6%) per hour in lieu for all hours worked. The past practice to continue on benefits being offered to clerical staff.

- 25.02 (a) The Employer's Group Insurance Plan includes Seventeen Thousand Dollars (\$17,000.00) of life insurance and weekly salary indemnity of sixty percent (60%) of earnings, to the nearest five dollars (\$5.00). (Disability or sickness due to pregnancy is not covered). First day Hospitalization/Accident 8th day of Sickness-for a total of 17 weeks.

The weekly indemnity cap will be sixty percent (60%) of earnings, to the Employment Insurance maximum coverage First Day hospitalization /accident 8th day sickness-for a total of 17 weeks.

The Employer has agreed to pay one hundred percent (100%) of the cost of life insurance and one hundred percent (100%) of the cost of weekly salary indemnity. It is understood and agreed that employees over age sixty-five (65) are not insurable.

Employees regularly scheduled more than twenty-two and one-half (22 1/2) but less than thirty-seven and one-half (37 1/2) hours per week who elect not to participate in the group insurance plans are not eligible for life insurance or weekly salary indemnity coverage.

- 25.03 The Employer has agreed to pay one hundred percent (100%) for employees who are regularly scheduled thirty-seven and one-half (37 1/2) hours per week or employees regularly scheduled more than twenty-two and one-half (22 1/2) hours or more but hired on or before June 1, 1986 and sixty percent (60%) for those employees regularly scheduled more than twenty-two and one-half (22 1/2) hours but less than thirty-seven and one-half (37 1/2) hours, hired after June 1, 1986 of the billed rate of the OHIP premium.

The Employer is not responsible for contributions for part-time employees who have elected to receive pay in lieu of participation in the group insurance plan. Further, the Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit.

This means that if the employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.

- 25.04 For employees regularly scheduled thirty-seven and one-half (37 1/2) hours per week or employees hired on or before June 1, 1986 and are regularly scheduled to work more than twenty-two and one-half (22 1/2) hours but less than thirty-seven and one-half (37 1/2) hours:

- (a) The Employer agrees to pay one hundred percent (100%) of the billed single/family premium rate for what is known as The Blue Cross Extended Benefit Plan with a \$10.00-\$20.00 deductible feature (or similar plan) on the basis of mandatory employee participation, but if an employee is otherwise covered the Employer shall not be obligated to contribute.
- (b) Vision care will be ninety dollars (\$90.00) every twenty-four (24) months for eligible employees. If an employee is otherwise covered, the Employer shall not be obligated to contribute. Effective September 30 2007 Vision to increase to \$140.00 every 24 months.
- (c) The Employer agrees to provide a Dental Plan (Blue Cross #9 Plan or similar Plan) on the basis of mandatory employee participation, but if an employee is otherwise covered, the Employer shall not be obligated to contribute. The Employer agrees to pay fifty percent (50%) of the billed single/family premium rates. It is agreed that this plan will provide an O.D.A. fee schedule one (1) year in arrears of the current O.D.A fee schedule.
- (d) For employees hired after July 1, 1986 who elect to participate and are regularly scheduled more than twenty-two and one-half (22 1/2) hours but less than thirty-seven and one-half (37 1/2) hours, the Employer will pay sixty percent (60%) of the premium for the Blue Cross Extended Benefit Plan, fifty percent (50%) of the Vision Care Plan and thirty percent (30%) of the Dental Plan.
- (e) The Employer agrees to extend the Major Medical Plan to include coverage for hearing aids purchase, with a lifetime maximum of three hundred dollars (\$300.00) per eligible participant in the plan.

Note: The Employer agrees to provide to the Union and the employees copies of the benefit plan booklets within one (1) month following notice of ratification.

Note: Same sex spouses are eligible for dependent status for all insured benefits above.

Note: Child coverage will include unmarried dependant students living at home, enrolled in school full-time up to the age of 25.

25.05 Employees who have not achieved fifty (50) days seniority shall not be entitled to the benefits and shared cost arrangements outlined in paragraphs 25.02, 25.03 and 25.04 hereof.

25.06 Pension Plan

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

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

"Applicable Wages" means the basic straight time wages for all hours worked, including:

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

All other payments, premiums, allowances etc. are excluded.

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

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay ~~period~~ an amount equal to Four Percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being Four Percent (4%) of applicable wages.

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

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

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the

Employer would have if the Plan were a defined contribution plan.

- .05 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 P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee by article .05 of the agreement are:

(i) To be Provided Once Only at Plan Commencement

Date of Hire
Date of Birth
Date of first Remittance
Seniority List (for the purposes of calculations past service credit).

(ii) To be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

(iii) To be Provided Once, and if Status Changes

Address as provided to the Home
Termination date, when applicable

(iv) To be Provided Once, if they are Readily Available

Gender
Marital Status

25.07 Sick Leave

To protect the employee against loss of income where he is legitimately **ill**, the Employer has agreed that an employee absenting himself on account of personal illness rendering himself unable to perform his regular duties as an employee shall **be entitled** to receive sick leave **benefits** equal to the employee's normal hourly wage (exclusive of overtime, premiums, etc.) **for** each day of personal illness that he was scheduled to work, to the extent of his accumulated sick leave **credits** or to the date when he becomes **first** entitled to benefits under the Employer's Group Insurance Plan, whichever occurs first. It is **understood** and agreed that sick leave benefits covered by the aforementioned plan shall not be charged against accumulated sick leave.

25.08 Employees will be allowed **one** and a quarter (1 1/4) days sick leave for each month's seniority which sick days may be accumulated to a maximum of ninety (90) days.

25.09 Employees who have not completed probation shall not be entitled to sick leave; however, once probation is completed the employee shall be entitled to three (3) days sick leave.

25.10 The Employer may request proof of disabling accident or sickness:

- (a) For any absence in excess of two (2) days;
- (b) **For** the fourth and succeeding illness in the sick leave year.

25.11 Sick leave benefits will cease on termination of employment or on retirement **or** on death. Sick leave benefits will not accrue (unless otherwise stated in this Agreement) while an employee is on leave of absence.

25.12 An employee will not be entitled to sick leave for the first ~~two~~ (2) days for the fourth and succeeding periods **of** absence from work on sick leave in any sick leave year of employment. This penalty **will** not be applied, so long as the employee has not utilized any more than **fifty** percent (50%) of their possible accumulation of sick leave **credit** in the current calendar year (i.e. the cutoff date established for such purpose). It is understood that this provision is an endeavour to eliminate abuse **of** sick leave, and is in addition to any other disciplinary action which the Employer may **deem fit** to take.

25.13 Only normal regularly scheduled working days will be charged against sick leave credits.

- 25.14 a) An employee who is absent from work as a result of an illness or accident sustained ~~at~~ work and who has been awaiting approval of a claim from WSIB benefits, may ~~access~~ their accumulated sick leave to compensate for hours lost while waiting. Following final ~~determination~~ of the claim by the Workplace Safety & Insurance Board, if ~~approach~~ any payment from the employee's accumulated sick bank will be ~~refunded~~ to the Lodge and the hours returned to the employee's sick bank. Notification of such will be forwarded to the employee in writing.
- b) Absence for sickness or accident compensable by Workers' Compensation will not be charged against sick leave credit; provided that if the employee elects, the Employer will pay an amount ~~sufficient~~ to bring ~~the~~ pay of the employee to an amount equal to his normal hourly wage (exclusive ~~of~~ overtime, premiums, etc.) during such period as the employee is receiving Workers' Compensation and any payment ~~so~~ made by the Employer will be charged against the sick leave credits of the ~~employee~~.
- c) Seniority shall accrue for at least thirty (30) months if an employee's absence ~~is~~ due to illness/accident resulting in WSIB benefits.
- d) An employee will be ~~entitled~~ to top up their weekly indemnity payments using their accumulated sick bank.
- 25.15 a) Any employee absenting himself on account of personal illness must notify the Employer on the first day of illness before the time he would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may result in ~~loss~~ of sick leave benefits for that day of absence.
- 25.16 During any illness, the employee will ~~notify~~ the Employer of his intention to return to work as far in advance as possible.
- 25.17 Employees ~~whose~~ sick leave credits are exhausted must apply in writing for further leave of absence (without pay) to be governed by the provisions of paragraph 24.08 hereof.
- 25.18 ~~It is~~ understood and agreed by both parties that neither pregnancy nor resulting child birth ~~nor~~ complications arising therefore shall ~~be~~ considered as personal illness for the purpose of this Agreement.
- 25.19 The Union agrees to cooperate with management in controlling ~~the~~ unnecessary use of sick leave benefits. Any abuse of sick leave benefits will result in disciplinary action, ~~which~~ may include discharge.
- 25.20 Employees will be advised annually of their legitimate illness sick leave accumulation.

- 25.21 The Employer will provide an accounting of used and unused sick credits upon request of the employee within (5) working days.

ARTICLE 26 - HEALTH AND SAFETY

- 26.01 The Employer, the Union and the employees, agree that they mutually desire to maintain standards of safety and health in ~~the Home~~, in order to prevent injury and illness and will abide by the Occupational Health and Safety Act as amended from time to time.
- 26.02 A joint management and employees health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommended means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet quarterly. Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular rate. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. Minutes of the meetings shall be posted on the Workplace Health & Safety Bulletin Board.
- 26.03 Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the Employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by the Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.
- 26.04 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.
- 26.05 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the

number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that information will not be provided to the Committee which is confidential.

26.06 THE EMPLOYER WILL USE ITS BEST EFFORTS TO MAKE ALL AFFECTED DIRECT CARE EMPLOYEES AWARE OF RESIDENTS WHO HAVE SERIOUS INFECTIOUS DISEASES. THE NATURE OF THE DISEASE NEED NOT BE DISCLOSED. EMPLOYEES WHO ARE NOT DIRECT CARE EMPLOYEES WILL BE MADE AWARE OF SPECIAL PROCEDURES REQUIRED OF THEM TO DEAL WITH THESE CIRCUMSTANCES. THE PARTIES AGREE THAT ALL EMPLOYEES ARE AWARE OF THE REQUIREMENT TO PRACTICE UNIVERSAL PRECAUTIONS IN ALL CIRCUMSTANCES

The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety ~~rules~~ and practices.

26.07 The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents with the intention of developing/reviewing policies or guidelines to assist employees.

26.08 The Employer will review with the Joint Occupational Health and Safety Committee written policies to address *the* management of violent behaviour. Such policies will include but not ~~be~~ limited to:

- a. Designing safe procedures for employees.
- b. Providing training appropriate to ~~these~~ policies.
- c. Reporting all incidents of workplace violence.

26.09 The Employer shall:

- i) inform employees of any situation relating to their work which may endanger their health and safety, as ~~soon~~ as it ~~learns~~ of the said situation;
- ii) inform employees regarding the risks relating to their work and provide training and supervision ~~so~~ that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are ~~carried~~ out in the workplace.

26.10 A worker shall:

- a) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- b) use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or ~~worn~~;

- c) report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- d) report to his or her Employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

26.11 Injured Workers Provisions

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or physician located within a reasonable distance. The Employer shall pay for the transportation.

26.12 Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the Home.

To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, treatment of contaminated equipment and supplies, and disposal of hazardous waste.

ARTICLE 27 -WORKERS SAFETY AND INSURANCE BOARD:

27.01 Where an employee is absent due to illness or injury which is compensable by Workers' Safety and Insurance Board, the following shall apply:

- (a) The Employer shall continue to pay its share of any and all health and welfare benefits for the month in which the absence commences and for the following two (2) months, if the employee deposits with the Lodge his or her share.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence;
- (c) An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Safety and Insurance Board;

(d) Provided that an employee returns to work within ~~fifty-two~~ (52) consecutive weeks of the date of illness or injury, time ~~spent~~ on Worker?' Safety and Insurance Board shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

(e) Aggressive Residents:

The parties agree that if incidents involving aggressive residents occur, such action will be recorded and reviewed by the Joint Occupational Health and Safety Committee. The parties further agree that suitable subjects for discussion at the Joint Committee (Article 8.06) will include aggressive residents.

- 27.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of ~~the~~ vacancy in accordance with the job posting procedure (Article 14.02) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at its discretion.
- 27.03 The injured employee shall have a period of thirty (30) months from the date of the injury within which he shall preserve the seniority which he has accrued up to the time of the accident and within which he shall have the right to return to work upon the recommendation of the Workers' Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform his normal job.
- 27.04 If an employee returns to work within the thirty (30) month period mentioned in Article 24.03 above, he shall be returned to his former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of injury. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which he is returning).
- 27.05 If, on the recommendation of the Workers' Safety and Insurance Board or the attending physician the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the lodge, in a classification which is covered by this Agreement, then the returning employee may exercise his seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.
- 27.06 Seniority shall accrue for at least thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits.

ARTICLE 28 - RATES OF PAY

28.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and the hourly rates of pay therefore. A job classification will not be changed for the purpose of evading payment of the minimum rate therein set out. If the Employer establishes a new classification, it will be discussed with the Union in advance.

Part-time employees shall be paid for all hours worked in accordance with such rates plus ~~six~~ percent (6%) per hour in lieu of benefits payable to all part-time in addition to vacation pay and coincident with their vacation pay. The six percent (6%) per hour in lieu of benefits referred to above shall be paid on the wages in effect referred to above.

- 28.02 (a) Retroactivity will be paid for all hours paid by the Employer, to all employees on the payroll as of October 1 2004 and to all new employees since that date, on the basis of the attached wage rates.
- (b) The Employer shall pay retroactivity by separate cheque within two (2) pay periods of the ratification of the Collective Agreement.
- (c) If an employee shall have terminated his employment since June 1, 1997, the Employer shall advise the employee by notice in writing to the last known address on the records of the Employer and the employee shall have twenty (20) days from the posting within which to claim any payment due to him/her and failing claim for payment, the Employer shall not be further obligated for payment to such employee.

ARTICLE 29 - NOTICE

29.01 Any notice to any employee under this Agreement may be given personally or by prepaid registered post addressed to the employee at his last address shown on the seniority list on the payroll of the Employer, or by telegram and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

ARTICLE 30 - INVALIDITY

30.01 In the event of any legislation now in force or hereafter enacted invalidating the application of any section or article of this Agreement, the remainder of this Agreement, shall remain in full force and effect. Where superior condition(s) exist in the Collective Agreement, such condition(s) will supersede relevant legislation.

ARTICLE 31 - PRINTING OF AGREEMENT

31.01 The cost of the Collective Agreement will be shared equally by the Union and the Employer.

ARTICLE 32 - TERMINATION

- 32.01 This Agreement shall come into effect October █ 2004 and will continue in effect until September 30, 2007 and shall continue automatically thereafter in annual periods of one (1) year unless either party notifies the other in writing within ninety (90) days before the expiration date that it desires to amend or terminate this Agreement.
- 32.02 In the event of such notification being given as to amendment of this Agreement negotiations between the parties shall begin within fifteen (15) days following receipt of the notification unless otherwise agreed by the parties.
- 32.03 If pursuant to such negotiations, an agreement or the renewal or the amendment of this Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiry date, namely the 31st day of May in the year in which such notice is given, unless extended by mutual agreement of the parties.
- 32.04 Implementation

A draft of the negotiated agreement will be made available as agreed by either party within thirty (30) days of ratification of the Agreement reached. The second party will proofread the Agreement and return it to the first party within ten (10) days of receipt. The first party will then correct the draft (if necessary) and sign and return the Agreement within fifteen (15) days. The second party will sign and return the agreed number of copies for execution within a further fifteen (15) days of receipt of the signed Agreement. The Agreement will be printed and distributed by whoever is responsible within a further thirty (30) days.

ARTICLE 33 – PAID EDUCATION FUND

Effective June █ 2006 The Employer agrees to pay into a special fund two (\$0.02) cents per hour per employee for all paid hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of union functions. Such monies to be paid on a quarterly basis into a fund established by Service Employees International Union Local 1 on.

NEW ARTICLE 34- BULLETIN BOARDS

The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such a place so as to inform all employees in the bargaining unit of the activities of the Union.

IN WITNESS WHEREOF the parties have signed this Agreement this 27th day of September, 2006.

FOR THE UNION

Karen Hayes
Charles Ann Craft
Carolyn Keeler

FOR THE EMPLOYER

Chip de Angel
[Signature]

CENTRAL PARK LODGE LTD. - RETIREMENT HOMES**SCHEDULE "A"****WAGE SCHEDULE AND JOB CLASSIFICATIONS**

<u>Classification</u>	<u>Start</u>	<u>1 year</u>	<u>2 year</u>
<u>Domestic/ Dietary/Laundry</u>			
<u>Expired Rate</u>			
<u>Dec. 1, 2003</u>	<u>12.84</u>	<u>13.04</u>	<u>13.56</u>
<u>October 1 2004</u>	<u>13.23</u>	<u>13.43</u>	<u>13.97</u>
<u>October 1 2005</u>	<u>13.63</u>	<u>13.83</u>	<u>14.39</u>
<u>October 1 2006</u>	<u>14.04</u>	<u>14.24</u>	<u>14.82</u>
<u>Guest Attendants/Laundry</u>			
<u>Expired Rate</u>			
<u>Dec. 1, 2003</u>	<u>13.01</u>	<u>13.37</u>	<u>13.64</u>
<u>October 1 2004</u>	<u>13.40</u>	<u>13.77</u>	<u>14.05</u>
<u>October 1 2005</u>	<u>13.80</u>	<u>14.18</u>	<u>14.47</u>
<u>October 1 2006</u>	<u>14.21</u>	<u>14.61</u>	<u>14.90</u>
<u>Handyman/Janitor</u>			
<u>Expired Rate</u>			
<u>Dec. 1, 2003</u>	<u>13.48</u>	<u>13.85</u>	<u>14.22</u>
<u>October 1 2004</u>	<u>13.88</u>	<u>14.27</u>	<u>14.65</u>
<u>October 1 2005</u>	<u>14.30</u>	<u>14.70</u>	<u>15.09</u>
<u>October 1 2006</u>	<u>14.73</u>	<u>15.14</u>	<u>15.54</u>
<u>Assistant Cook</u>			
<u>Expired Rate</u>			
<u>Dec. 1, 2003</u>	<u>13.70</u>	<u>14.05</u>	<u>14.41</u>
<u>October 1 2004</u>	<u>14.11</u>	<u>14.47</u>	<u>14.84</u>
<u>October 1 2005</u>	<u>14.53</u>	<u>14.90</u>	<u>15.29</u>
<u>October 1 2006</u>	<u>14.97</u>	<u>15.35</u>	<u>15.75</u>

Cook I**Expired Rate**

<u>Dec. 1, 2003</u>	<u>14.33</u>	<u>14.85</u>	<u>15.20</u>
<u>October 1 2004</u>	<u>14.76</u>	<u>15.30</u>	<u>15.66</u>
<u>October 1 2005</u>	<u>15.20</u>	<u>15.76</u>	<u>16.13</u>
<u>October 1 2006</u>		<u>16.23</u>	<u>16.61</u>

RPN**Expired Rate**

<u>Dec. 1, 200</u>	<u>14.98</u>	<u>15.62</u>	<u>16.28</u>
<u>October 1 2004</u>	<u>15.43</u>	<u>16.09</u>	<u>16.77</u>
<u>October 1 2005</u>	<u>15.89</u>	<u>16.57</u>	<u>17.27</u>
<u>October 1 2006</u>	<u>16.37</u>	<u>17.07</u>	<u>17.79</u>
<u>October 1 2006</u> (\$~.50 adjustment)	<u>16.87</u>	<u>17.57</u>	<u>18.29</u>

Clerical**Expired Rate**

EFFECTIVE MARCH 1, 2004	12.31	\$ 12.79	\$13.23
<u>October 1 2004</u>	<u>12.68</u>	<u>13.17</u>	<u>13.63</u>
<u>October 1 2005</u>	<u>13.06</u>	<u>13.57</u>	<u>14.04</u>
<u>October 1 2006</u>	<u>13.45</u>	<u>13.98</u>	<u>14.46</u>

Lead Hand shall be paid sixty cents (\$0.60) per hour above the rate of pay of the classification employed.

Note: Probationary Rate - Twenty cents (\$0.20) per hour less than the Start Rate for all classifications.

The above rates are to be implemented the payroll period closest to the effective date.

LETTER OF UNDERSTANDING
BETWEEN
CENTRAL PARK LODGES LTD.
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N

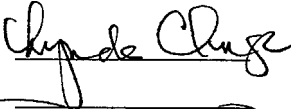
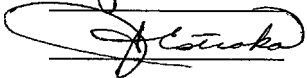
RE: OPTING IN OR OUT OF BENEFITS

Employees will be allowed to opt in or out of benefit coverage at any time, but such participation may be subject to an evidence of insurability.

SIGNED at Ottawa this 27th day of September 2006.

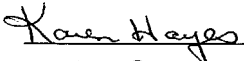
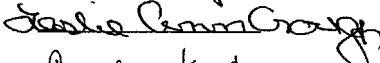
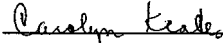
CENTRAL PARK LODGES LTD.

PER:

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 1.0N

PER:

LETTER OF UNDERSTANDING

BETWEEN

CENTRAL PARK LODGES LTD.

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N**

RE: CREDIT CHECK LETTERS

Upon written request to the Executive Director and with reasonable notice, the Employer **will** provide an employee a letter of employment in the following format. Employees **will not** make such requests more than one time per year.

Signed at Ottawa this 27th day of September, 2006

CENTRAL PARK LODGES LTD.

PER:

Lupe de Cluge

(Signature)

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 1.0N

PER:

Karen Hayes

Charles Ann Cough

Cawlyn Leaks

(LETTERHEAD)

Date:

To Whom It May Concern:

This letter will confirm employee has been employed by employer since date of hire.

Employee is currently employed as a(n) classification. The current hourly rate for this position is \$_____

Executive Director

Facility Name

CENTRAL PARK LODGES LTD.

PER:

Theresa de Clinge

[Signature]

SERVICE EMPLOYEES INTER-
 NATIONAL UNION, LOCAL 1.0N
 PER

Karen Hayes
Jessie Ann Crough

