

**COLLECTIVE AGREEMENT**

**BETWEEN**

**REVERA RETIREMENT LP – LEASIDE  
REVERA RETIREMENT LP – THE ANNEX  
REVERA RETIREMENT LP – WESTON GARDENS  
REVERA RETIREMENT LP – QUEENS DRIVE 1**

**- AND -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA  
C.L.C.**

**RETIREMENT LODGES AT:  
TORONTO**

**FULL-TIME AND PART-TIME WORKERS**

**EFFECTIVE: July 1, 2009**

**EXPIRY: June 30, 2012**

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REVERA RETIREMENTLP  
owning and operating as Central Park Lodges Ltd.  
Toronto, Ontario Operating as  
REVERA RETIREMENTLP – THE ANNEX  
REVERA RETIREMENTLP – LEASIDE  
REVERA RETIREMENTLP – WESTON GARDENS  
REVERA RETIREMENTLP – QUEENS DRIVE 1  
(hereinafter referred to as the "Employer")  
OF THE FIRST PART

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL ■ CANADA  
Chartered by the  
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 and maintain bargaining relations between the Employer and those of its staff at its Lodges at Toronto, Ontario for whom the Union is the bargaining agent as set out in Article 2 of this Agreement and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions of such employees. It is the desire of the parties hereto to co-operate and harmoniously work together in the promotion of the highest standard of care for the residents in the Lodges.

#### 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, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, and office staff.

2.02 The parties to this agreement agree that there will be no discrimination in employment related matters, with respect to any employee, on the basis of the grounds as outlined and defined in the Ontario Human Rights Code.

### **ARTICLE 3 - RELATIONSHIP**

- 3.01 The Employer agrees that for the duration of this Agreement it will not enter into any other Agreement or contract with any of the employees in the bargaining unit, either individually or collectively, which will not conform with the provisions of this Agreement.
- 3.02 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 or non- membership in the Union.

### **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 generalical, 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 (22½) hours per week. A part-time employee is an employee who is regularly scheduled for twenty-two and one-half (22 ½) hours or less per week.

An unscheduled part-time employee is an employee without regularly scheduled hours or who is regularly scheduled twenty-five (25) hours bi-weekly or less. It is understood this is not a guarantee of hours for unscheduled part-time employees and hours may fluctuate up and down without triggering the layoff or posting procedures.

Unscheduled part-time employees shall receive benefits in accordance with the Employment Standards Act.

## ARTICLE 5 - UNION SECURITY

- 5.01 (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 this Agreement has been ratified by the membership or awarded by an arbitrator, shall as a condition of employment, sign a union membership card and be subject to a one time Initiation fee (for newly hired Employees) and regular monthly Union dues to be deducted from their wages and remitted to the Union. It is agreed that the Union shall promptly notify the Employer, in writing, over the signature of the authorized Officer of the Union, of the amount of deductions to be made by the Employer equivalent to the Union's regular monthly dues, initiation fees and Union welfare assessments, and the Employer shall have the right to continue to rely upon such written notification until it receives other written notification signed with the same formality. It is understood that dues shall be deducted from all employees from date of hire.
- (b) The Employer shall, when remitting such dues, provide the names of the Employees from whose pay deductions have been made, names and reasons for those Employees for whom deductions have not been made, and names of newly hired Employees.
- (c) The Employer shall also supply the Union with the current address, telephone number, classification, and hourly rates of pay.
- In the event the Employer chooses to implement an electronic format transmission, the parties shall meet to discuss the format in which the information is remitted. The parties shall meet to discuss this issue in an expeditious manner to ensure that the implementation is not impeded.
- 5.02 Union dues shall as a condition of employment be deducted from all employees' and such dues deducted will be shown on the employee's T4 form.
- 5.03 Such deduction shall commence the first regular pay day. Deductions shall be forwarded to the Union Office on or before the 15<sup>th</sup> day of the month for the previous month.
- 5.04 The Union will save the Employer harmless from any claims that may arise either from any deduction for wages in respect of check-off of monthly assessments or any action taken at the request of the Union.
- 5.05 It is mutually agreed that a Union Representative or Designate shall be given the opportunity of interviewing, for a period of time not to exceed fifteen (15) minutes, each new employee.

5.06 Contracting Out

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

5.07 **Job Security**

Supervisors excluded from the bargaining unit shall not regularly perform duties normally performed by employees in the bargaining unit which shall directly result in the layoff of employees within the bargaining unit except for the purpose of training, emergency or act of God.

5.08 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.

**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 "lockout" 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:

1. 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 9.02.

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 that the Employer has prior to the signing of this Agreement except as those rights, powers, which the 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 the time application is made for conciliation services and the services of the conciliation officer are used.
- 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 Manager, Executive Director, 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 The Union Committee and the Employer will meet at times mutually agreed upon should either feel there is business for their consideration. Such meetings will be arranged as promptly as possible upon request of either party and will take place during working hours where possible. The party requesting such a meeting will supply an agenda and the other party shall include its agenda items in its response.

## **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 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 for onward transmission to the Director of Labour Relations. A meeting may then be held between the Director of Labour Relations or his designated representative and the employee within ten (10) days. It is understood that at such meeting the Director of Labour Relations 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 shall be given in writing, to the Union, within seven (7) days following the meeting.

### **Step No. 3**

Should the Director of Labour Relations 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.

## **9.02 Grievance Mediation**

- (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 will 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 the 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) If 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.

Any of the time allowances above may be extended by mutual agreement of the parties.

### 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. If 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 a grievance 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 Letters of Reprimand

(a) Letters of reprimand are to be removed from an employee's personal file after twelve (12) months from the date of discipline provided that during the twelve (12) month period there has not been any other discipline given to the employee. In the cases of incidents including 3<sup>rd</sup> party interface i.e.) residents and families, the record will remain on file.

(b) **Suspension**

Records of suspensions are to be removed from an employee's personal file after eighteen (18) months from the date of discipline provided that during the eighteen (18) months period there has not been any other discipline given to the employee. In the cases of incidents including 3<sup>rd</sup> party interface i.e.) residents and families, the record will remain on file.

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.

(c) **Access to Personnel File**

Each employee shall have access to her personnel file for the purpose of reviewing any evaluation of formal disciplinary notations contained therein. Such access will be limited to twice per annum and the employee shall give three (3) days notice of her desire to view her file. Access to the file shall be conducted in the presence of an employee's supervisor.

(d) Each employee shall be given a copy of his evaluation.

- 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 tripartite 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 procedure 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 periods 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. Any periods of absence beyond seventeen (17) calendar weeks will mean that the initial probationary period will be cancelled.

## **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.
- 11.02 The Employer will prepare a seniority list of all the employees in the bargaining unit showing the date hire, seniority hours and classification of each employee. 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.

11.03 An employee shall lose all seniority and shall be deemed to have quit the employ of the Lodge if he or she:

- (i) voluntarily quits, retires;
- (ii) is discharged for cause and the discharge is not reversed through the grievance procedure;
- (iii) is absent for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given and such employee shall be deemed to have quit the employ of the Employer without notice;
- (iv) leaves the lodge premises during regular working hours without the permission of the employee's immediate supervisor;
- (v) fails to report for work within seven (7) calendar days after being notified by the Employer following lay-off exceeding four (4) calendar weeks.
- (vi) uses an approved leave of absence for reasons other than those for which it was granted, without the express written approval of the Executive Director.
- (vii) An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.
- (viii) is absent from active employment at the Lodge for any reason for a period in excess of thirty (30) calendar months. This clause shall be applied in accordance with the parties requirements and obligations under the Human Rights Code of Ontario, and may be invoked at any time after the thirty (30) month period has elapsed.
- (ix) Unscheduled part-time employees shall have abandoned their job if he/she has not been available to work and/or has not worked for a period of six (6) months.

NOTE: This clause will not be invoked in a situation where an employee, as of the date of ratification of this agreements or the arbitration award in this matter, has already been absent for a period in excess of twenty-four **(24)**.

## **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 1,950 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 Workers' Compensation Board and as legislated by the Employment Standards Act, 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 eight (8) 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.

Note: For the purposes of lay-off and recall, full-time and part-time seniority will be deemed to be separate. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

- (b) An employee who is subject to lay-off shall have the right to either:
  - (i) accept the lay-off; or
  - (ii) An employee within the designated affected job classification, as listed in the Wage Schedule, will be entitled to exercise their seniority rights by displacing the employee with the least seniority in the same job classification within the same Lodge.
  - (iii) An employee who is displaced as a result of 13.01(c)(ii) will be entitled to exercise their seniority rights by displacing the employee with the least seniority in an equal or lower job classification for which they are qualified, and can perform the normal duties of the job and can perform the duties of the lower or identical paying classification without training other than orientation. It is agreed that an employee may be retained out of order of seniority where the bumping employee is not qualified to perform the work of the employee with the least seniority.

Note: It is understood and agreed that an employee does not have the right to select their shift or placement pursuant to any of these lay-off procedures.

- (iv) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within five (5) days following the notification of lay off. Employees failing to do so will be deemed to have accepted the lay off.

(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.

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.

An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay off should it become vacant within six (6) months of being recalled.

“Employees on layoff or notice of lay off shall be given preference for temporary vacancies that are to exceed six (6) weeks of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.”

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 “An employee who is laid off after the date of ratification of this Agreement, provided that the employee deposits with the Employer her full share of insurance benefit premiums for the succeeding month (as set out herein) at the time of the lay off (save and except for Weekly Indemnity benefits which cannot be continued for a laid off employee), will be eligible to participate in the group insurance benefits to the end of the calendar month immediately following the calendar month in which the lay-off commenced.”

## **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, the employee shall receive in the new classification the next rate below the employee's present wage rate and shall progress within the scale for such lower rated classification according to the length of service within such lower rated classification subsequent to the date of the transfer; provided, that if the employee is at the maximum level in the present classification the employee shall receive not less than the maximum level of the lower rated classification.

### (b) **Transfers to Higher Rated Classification**

If an employee is transferred to a higher rated classification, the employee shall receive in the new classification the next rate above the employee's present rate and shall progress within the scale for such higher rated classification according to the length of service within such higher rated classification subsequent to the date of the transfer.

### (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) working days and shall stipulate the qualifications, classification, rate and department concerned, to allow employees with seniority to apply.

(b) If no applications are received by 10:00 a.m. of the fourth 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 150 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 (i) or (ii) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

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 understood and agreed that once an employee has accepted a temporary vacancy that employee cannot apply for another temporary vacancy.
- (f) It is agreed that successful applicants of the job bidding procedure will not be permitted to re-apply for any other posted job vacancy for a period of six (6) months except for the purposes of increasing the employee's bi-weekly hours of work.
- (g) Only the original job and first vacancy from the successful applicant, will be posted. Vacancies arising out of the second posting will be filled by the Employer.
- (h) 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.
- (i) 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.

- (j) The Employer agrees to provide the chief steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the 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 37 ½ hours per week over the duty roster cycle employed in the Lodge with a 7 ½ hour daily shift excluding meal period. Employees who are scheduled for an 8 hour shift shall be entitled to an uninterrupted one-half (1/2) hour for lunch. The Employer will use its best efforts to insure that such one-half (½) 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.
- 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-eight (28 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) Has a minimum of eight (8) weekends off in every twenty-four (24) week period, at least one (1) of which is to be scheduled in each three (3) week period;
- (c) **Shift Exchange or Giveaway**

An Employee may apply to his/her Supervisor in writing for permission to exchange or give-away shift(s) with another appropriately qualified employee, such exchange or give-away shall not result in any additional costs or reduced efficiency to the Employer. Such request shall be made on the form supplied by the employer for this purpose, and shall be given to the Supervisor designated by the employer at least seventy-two (72) hours in advance of the shift the employee wishes to exchange or give-away. The seventy-two (72) hours may be waived by mutual agreement. The exchange or give-away must be formally approved by the designated Supervisor before any exchange or give-away can take place. Such request shall not be unreasonably denied. It is understood and agreed that the employer shall not be responsible or liable for a non-compliance issues or concerns, or any additional costs (including but not limited to overtime rate claims), that might arise or accrue as a result of the shift exchange or give-away.

- (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 up to seven (7) 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 hours off between the change over of shifts. It is understood and agreed that the employees' schedules must comply with the *Employment Standards Act*.

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.

15.08 If an employee's request for time off in accordance with the provisions of paragraph 15.04, 15.06 and 15.07 above results in a conflict within 15.04, 15.06 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 Work offered and authorized by the Department Manager performed in excess of regularly scheduled work hours of 7 ½ hours on a daily basis or 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 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 3 ¾ hours as overtime, one (1) free meal will be supplied in addition to overtime rates paid.
- 15.11 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 ½) 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. However, it is further understood that unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary measures, including dismissal being instituted by the Employer. If an employee should work over twenty-two and one-half (22 ½) hours per week in excess of thirteen (13) consecutive weeks per twelve (12) month period ending on May 31 of each year, he could be then considered a full time employee covered by the Collective Agreement between the Employer and the Union. 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.

#### 15.12 Call-In

- (a) The order of steps to cover a posted shift will be as follows:
1. Employees in the affected department and classification, who have stated their written availability, and do not trigger any additional or premium costs, will be called in order of their seniority from the employee who has last accepted.
  2. Then qualified employees in any other department or classification, who have stated their written availability, and do not trigger any additional or premium costs, will be called in order of their seniority.



3. Employees would then be called from the Department and Classification seniority list, it is understood that any appropriate overtime charges would then apply.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call-in is requested within one-half 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.
- (d) 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.
- (e) In the event a call-in occurs with more than twenty-four (24) hours notice where an employee with greater seniority is already scheduled for a short shift and the call-in shift is a full shift (7.5 hrs) the higher seniority employee will be offered the full shift and the call-in shift becomes the short shift.

15.13 Each employee shall be entitled to two fifteen-minute rest breaks per 7 ½ hour shift, one in each half shift of the employee's regular work day.

## **ARTICLE 16 - PHYSICAL EXAMINATIONS**

**16.01** Note: The Employer maintains the position that the Employer will not pay for physical examinations that occur either before employment commences or, when pre-employment examinations occur after employment commences (i.e. employee is permitted to commence employment on the condition that he/she has the required physical examination after employment begins).

## **ARTICLE 17 - PAID HOLIDAYS**

17.01 Every employee who is regularly scheduled thirty-seven and one-half (37½) hours per week will receive pay computed at straight time for each of the following paid holidays:

1. New Years Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. August Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day
10. Family Day
11. Float

- 17.02 A float holiday, 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 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.
- 17.03 The intent is that there shall be no more than twelve (12) paid holidays. 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.
- 17.04 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 times their regular rate for any and all work performed on said holiday; or
  - (b) His regular rate and one-half for any and all work performed on the said holiday, and additional time off with pay within the 3 months 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 plus the day off with pay, or a day's pay and time and one-half 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.

- 17.05 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.
- 17.06 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. This does not apply to part-time employees.
- 17.07 Employees who are regularly scheduled for less than thirty-seven and one-half (37 ½) 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 ½) for hours worked.

**ARTICLE 18 - VACATIONS**

18.01 Employees who have been continuously in the active employ of the Employer from starting time up to ten (10) months of service prior to the end of May corresponding to the end of the vacation year of the current year, shall accrue one (1) day's vacation for each completed month of service.

18.02 Vacation entitlements for employees working 75 hours bi-weekly are as follows:

Length of continuous active employ on or before the end of May corresponding to the end of the vacation year of the Current year	Vacation Time Off	Percentage of Gross Earning
More than 10 months	2 weeks	4%
3 years and over but less than 8 years	3 weeks	6%
8 years and over but less than 16 years	4 weeks	8%
16 years and over but less than 25 years	5 weeks	10%
25 years and over	6 weeks	12%

18.03 Employees shall not waive vacation and draw double pay.

18.04 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.

18.05 Personal Days

The Employer will agree that effective January 1, 2006, full-time employees who have achieved thirty (30) years or more of seniority as of January 1, 2006 and such employees will be entitled to a one time entitlement of five (5) paid personal days

that must be used in the year in which the employee actually achieved thirty (30) years or more seniority. The personal days will be taken at a time that is mutually agreed upon between the Employer and the employee.

Vacation entitlement for employees who are regularly scheduled less than 66 hours bi-weekly is:

Paid Hours of Service on or before the end of May corresponding to the end of the vacation year of the current Year	Vacation Pay; Percentage of Gross Earnings for work performed up to the end of the vacation year of the current Year of equivalent paid vacation time
Less than 5,250	4%
5,250 or more and less than 14,000 Paid Hours of Service on or before the end of May corresponding to the end of the vacation year of the current Year	6% Vacation Pay; Percentage of Gross Earnings for work performed up to the end of the vacation year of the current Year of equivalent paid vacation time
14,000 or more and less than 28,000	8%
28,000 or more and less than 43,750	10%
More than 43,750	12%

18.06 (a) For the purpose of assisting employees scheduling their vacations, for the upcoming vacation year, the Employer agrees to post a Vacation Request Schedule by January 15<sup>th</sup> of each year. The schedule shall be taken down by March 15<sup>th</sup>. While the Employer attempts to accommodate employee requests, the Employer reserves the right to schedule vacation. Any vacation requests must be submitted in writing on the designated vacation request form for approval of the employee's supervisor by no later than March 31<sup>st</sup>. The vacation schedule shall then be finalized by April 15th. In the event of conflicting vacation requests within a department which have been submitted by the March 31<sup>st</sup> deadline, priority shall be established on the basis of seniority taking in account the requirements of the operation. Vacation request forms not received prior to the March 31<sup>st</sup> deadline will be reviewed on a first come basis. (Employees are expected to provide their vacation request forms at least one week in advance of the schedule being posted.) The employer will make every effort to provide a timely response to these written vacation requests.

An employee shall not be permitted to accumulate his/her vacation from one year to another. The accumulated vacation must be taken during the vacation year immediately following the year it was accumulated and not prior to that.

Vacation pay is only paid when your vacation is taken. Vacation time is not cumulative and all vacation entitlement (including all hours and dollars) must be taken within the vacation year. The Employer shall schedule outstanding vacation if the employee fails to do so. Any excess dollars will be paid at the end of the vacation year. The vacation year is defined as June through May.

- 18.07 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 corresponding to the end of the vacation year of the current year, shall accrue one (1) day's vacation for each completed month of service of termination of employment. Provided that if the employee does not give two (2) weeks notice to the Executive Director of the Lodge prior to termination of employment, the employee shall be entitled only to an allowance equal to 4% of the pay of the employee for all work done by him from May 31 corresponding to the end of the vacation year of the current Year.
- 18.08 The Employer will undertake to provide all full and part-time employees with a breakdown of vacation total earnings.

## **ARTICLE 19 - MEALS**

- 19.01 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 for their coffee or tea.

## **ARTICLE 20 - UNIFORMS**

- 20.01 If and when uniforms are required by the Employer, the Employer agrees to pay, twelve dollars (\$12) per month for employees regularly scheduled to work thirty-seven and one-half (37 %) hours per week and seven dollars (\$7) per month for employees regularly scheduled less than thirty-seven and one-half (37 ½) and more than twenty-two and one-half (22 ½) hours per week, to all employees who are required to wear such uniforms, for the purchase, laundering and repair of the same. Employees shall be permitted to wear uniform style pant suits.

Employees regularly scheduled less than thirty-seven and one-half (37½) and more than twenty-two and one-half (22½) hours per week hired prior to June 1, 1986, shall continue to receive nine dollars and twenty-five cents (\$9.25) per month so long as they continue in this bargaining unit without a break in service.

## **ARTICLE 21 - PAY DAYS**

21.01 Employees will be paid bi-weekly.

21.02 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 22 - JURY DUTY**

22.01 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 re-schedule the employee's regular day off, it being understood that any re-scheduling shall not result in the payment of any premium pay. Where the Employer is unable to re-schedule 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 vacation day(s) or 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 employees.

## ARTICLE 23 - LEAVE OF ABSENCE

23.01 (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.

23.02 In requesting such leave of absence, the Union must provide at least four (4) weeks clear notice, to be confirmed in writing, to the Lodge. Requests submitted with less than four (4) weeks notice shall not be unreasonably denied.

23.03 (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.

The Employer may grant a request for an unpaid leave of absence to upgrade employment qualifications relevant to the business of the Employer, provided that they receive the request one (1) month in advance, in writing, unless impossible and provided that such 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.

(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 50% of the cost of such courses.

(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).

#### 23.04 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 five (5) calendar days without loss of pay, ending five (5) consecutive calendar days from the date of death.
- (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, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) calendar days without loss of pay, ending three (3) consecutive calendar days from the date of death.
- (c) 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 for example: holiday pay, vacation pay, or sick pay.
- (d) Where it is necessary because of distance, the employee may be provided up to four (4) calendar days additional unpaid leave.
- (e) An employee shall be granted one (1) calendar day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
- (f) Where an employee's scheduled vacation is interrupted due to the above, the employee's vacation shall be extended by two (2) calendar days

#### 23.05 Pregnancy Leave

Leave of absence for pregnancy without pay will be granted subject to the following conditions:

- (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 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 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, as provided under Article 24.05 of this Agreement, the employee shall give the Employer at least two (2) weeks' notice in writing, that she intends to take parental leave.

### 23.06 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 within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the date the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.
- (e) For the purposes of parental leave under Article .06 Parental Leave, the provisions under .05(a), (b), (c), (d), (e), (f), (g), (h) and (i) shall also apply.

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

### 23.08 General Leave

Subject to the exigencies of the operation of the Lodge the Employer may grant leave of absence without pay for up to three (3) months in any twelve (12) month period on the written request of an employee provided the reasons stated in the application are reasonable. Such things as illness or accident in the immediate family or for personal reasons resulting from death in the immediate family would be considered as being reasonable. An application may be submitted only by employees with six (6) months or more seniority. If leave of absence is granted, the employee shall be advised in writing with a copy to the Union. An employee accumulates no seniority or other benefits while on such leave. An employee returning from such leave shall subject to his seniority and providing he can satisfactorily perform the required work, be placed on the job previously held. If the employee would not otherwise have retained his previous job and is not placed on a job equivalent to his previous job, he shall subject to seniority, be placed on a job he can satisfactorily perform.

## ARTICLE 24 - HEALTH AND WELFARE

24.01 Employees who are regularly scheduled to work thirty seven and one-half (37 ½) 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 ½) hours or more, but less than thirty-seven and one-half (37 ½) 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 ½) hours.

Employees who are regularly scheduled more than twenty-two and one-half (22 ½) hours or more, but less than thirty-seven and one-half (37 ½) hours who were hired after June 1, 1986 must, on completion of the probationary period, elect to participate in benefit plans or to receive seventy cents (70 cents) per hour in lieu for all hours worked.

Employees regularly scheduled more than twenty-two and one-half (22 ½) but less than thirty-seven and one-half (37 ½) hours per week who elect not to participate in the group insurance plans are not eligible for life insurance or weekly salary indemnity coverage.

24.02 The Employer's Group Insurance Plan includes seventeen thousand dollars (\$17,000.00) of life insurance.

24.03 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 65 are not insurable.

Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act or through any other insurance benefit that is paid to an employee. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness.

- i) Income protection for full-time employees' legitimate personal illness or injury up to the end of the second calendar week of such illness or injury is addressed in article 25.08 through 25.23.

- ii) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top-up these benefits to 70% of such employee's straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive 70% of her straight time wages for weeks 3 through 17 inclusive, of any legitimate illness or injury but shall not be eligible for benefits under iii) below.
- iii) The Employer will pay 100% of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 18 through 30 of such illness or injury. Payment under weekly indemnity will be 70% of scheduled straight-time wages lost.

It is understood, (subsequent to initial implementation), that this benefit commences like all other insurances after the employee has achieved fifty (50) days seniority.

It is understood and agreed that the qualification that is currently being used for determining whether full-time employees are eligible for weekly indemnity insurance benefit, will continue to be used during the term of this Agreement in determining eligibility for full-time employees' entitlement to employment insurance top-up and weekly indemnity insurance benefit as set out above.

24.04 The Employer has agreed to pay one hundred percent (100%) for employees who are regularly scheduled thirty-seven and one-half (37 ½) hours per week or employees regularly scheduled more than twenty-two and one-half (22 ½) 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 ½) hours but less than thirty-seven and one-half (37 ½) 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.

24.05 For employees regularly scheduled thirty-seven and one-half (37 ½) 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 ½) hours but less than thirty-seven and one-half (37 %) hours:

- (a) The Employer agrees to pay 100% of the billed single/family premium rate for what is known as The Blue Cross Extended Benefit Plan (or similar plan) with a drug card with a \$1.00 per prescription deductible and a dispensing fee cap of \$7.50 on the basis of mandatory employee participation, but if an employee is otherwise covered the Employer shall not be obligated to contribute. This plan requires positive enrolment. Semi-private coverage is deleted.

- (b) The Employer agrees to provide a Vision Care plan on the basis of mandatory employee participation and, agrees to pay 100% of the billed single/family premium for employees who must participate in the Plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute. The Employer will agree to increase the plan to \$120.00 effective following July 1, 2005 and then effective January 1, 2007, increase to \$140.00
- (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 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 (22½) hours but less than thirty-seven and one-half (37 ½) 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.

24.06 Employees who have not achieved fifty (50) days seniority shall not be entitled to the benefits and shared cost arrangements outlined in paragraphs 24.02, 24.03, 24.04 and 24.05 hereof.

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

All other payments, premiums, allowances 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

## **Letters of Understanding Re: Pension Plan**

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or the amount owing by the Plan to the Employer, an auditor from the firm of Orenstein and Partners will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan.

Arbitrator Teplitsky will remain seized of this issue, should either party find this process unsatisfactory.

2. The Union undertakes to consult with the Employer prior to effecting any changes to the administration of the Plan which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three members from each side.
3. In consideration of the Employer forthwith paying those contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which arise from the failure to collect the employee matching contribution.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.
5. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

### **24.08 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.

- 24.09 Employees hired before June 1, 2000 will accumulate sick leave credits on the basis of one and a quarter (1 1/4) days sick leave for each month's seniority which sick leave credits may be accumulated to a maximum of ninety (90) days.



Employees hired after June 1, 2000, will accumulate sick leave credits on the basis of 7.5 hours for each 162.5 hours of seniority which sick leave credits may be accumulated to a maximum of 105 hours.

- 24.10 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.
- 24.11 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.
- 24.12 An employee absent by reason of sickness or accident may elect not to take sick leave with pay.
- 24.13 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.
- 24.14 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 50% of their possible accumulation of sick leave credit in the current calendar year (i.e. the cut-off 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.
- 24.15 Only normal regularly scheduled working days will be charged against sick leave credits.
- 24.16 Absence for sickness or accident compensable by Workers Safety Insurance Board 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 Safety Insurance Board and any payment so made by the Employer will be charged against the sick leave credits of the employee.
- 24.17 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.

- 24.18 During any illness, the employee will notify the Employer of his intention to return to work as far in advance as possible.
- 24.19 When an employee is absent due to personal illness a prescribed form requesting sick leave benefits and any forms required under the Employer's plan pursuant to 25.03 will be filled out, and signed by the employee and delivered by the employee to the Employer within seven (7) days of the commencement of such absence. The Employer will render assistance in helping the employee to complete the required forms. Claim forms will be made available to employees on report of illness. Failure to follow this procedure may result in loss of sick pay benefits for the entire period of absence.
- 24.20 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.
- 24.21 It is understood and agreed by both parties that neither pregnancy nor resulting child birth nor complications arising there from shall be considered as personal illness for the purpose of this Agreement.
- 24.22 The Union agrees to co-operate 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.
- 24.23 Employees will be advised annually of their legitimate illness sick leave accumulation.

## **ARTICLE 25 - HEALTH AND SAFETY COMMITTEE**

- 25.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- 25.02 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 at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

- 25.03 Two representatives of the joint health and safety committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.
- 25.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from The Workplace Safety Insurance Board 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 Workplace Safety Insurance Board may decide to disclose.
- 25.05 The Union agrees to endeavour to obtain the full co- operation of its membership in the observation of all safety rules and practices. Employees will be given prior notice of fire drills and employees on the premises are required to respond to the Lodge fire alarm by proceeding directly to their appointed post. Failing to do so may result in disciplinary action.
- 25.06 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.
- 25.07 The parties agree that if incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee.

## **ARTICLE 26 –WORKPLACE SAFETY INSURANCE BOARD**

- 26.01 Where an employee is absent due to illness or injury which is compensable by Workplace Safety 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 one (1) year following the illness or injury providing the employee pays their share of premiums to the Employer for each monthly period during the absence

- (b) 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 Workplace Safety Insurance Board.
- (c) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workplace Safety 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.

26.02 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.

26.03 The injured employee shall have a period of two (2) years 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 Workplace Safety Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform his normal job.

26.04 If an employee returns to work within the two (2) year 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).

26.05 If, on the recommendation of the Workplace 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.

26.06 In the event that the Employer challenges a WSIB claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one (1) complete pay period may apply to the Employer for a payment equivalent to the lesser of the benefits she would receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 25. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the WSIB benefits is not

- 26.07 approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan. Any payment under this provision will be continued for a maximum duration equal to that of the weekly indemnity plan.
- 26.08 Seniority shall accrue for at least thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits.

## **ARTICLE 27 - RATES OF PAY**

- 27.01 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 seventy cents (.70) per hour in lieu of benefits payable to all part-time in addition to vacation pay and coincident with their vacation pay. The seventy cents (.70) in lieu of benefits referred to above shall be paid on the wages in effect referred to above.
- 27.02 When the Home makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If this matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within two weeks of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

## **ARTICLE 28 - NOTICE**

- 28.01 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 29 - INVALIDITY**

29.01 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.

## **ARTICLE 30 - PRINTING OF AGREEMENT**

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

## **ARTICLE 31 – TERMINATION**

31.01 This Agreement shall come into effect July 1 2009 and will continue in effect until June 30, 2012 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.

31.02 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.

31.03 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.

### **31.04 Implementation**

A draft of the negotiated agreement will be made available as agreed by either party within 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.

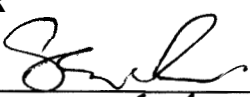
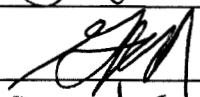
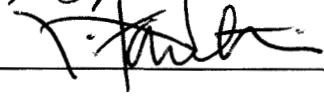
## **ARTICLE 32 - BULLETIN BOARDS**

32.01 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 place so as to inform all employees in the bargaining unit of the activities of the Union. All postings must have the initials of the Business Agent and the Union Steward prior to being posted.

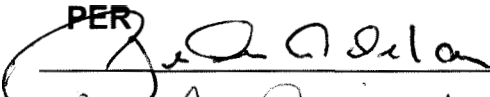

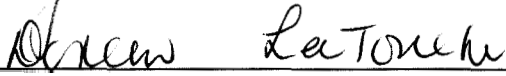
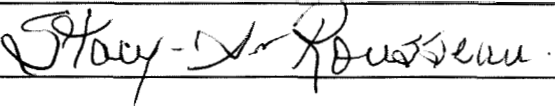
In certain circumstances, the Business Agent may be unable to initial such notices that have been generated by them from the Union Office. In those cases, only the Union Steward will initial prior to the posting.

IN WITNESS WHEREOF the parties have signed this Agreement  
this 10<sup>th</sup> day of January 2011.

**REVERA RETIREMENT LP**  
**PER**

  
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**SERVICE EMPLOYEES INTER-**  
**NATIONAL UNION, LOCAL 1 CANADA**

**PER**  
  
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**REVERA RETIREMENT LP – THE ANNEX  
 REVERA RETIREMENT LP – LEASIDE  
 REVERA RETIREMENT LP – QUEENS DRIVE ■ & QUEENS DRIVE 2**

**SCHEDULE "A"**

**WAGE SCHEDULE AND JOB CLASSIFICATIONS**

Effective January 1, 2009 - 1.35%

CLASSIFICATION	START	1 YEAR	2 YEAR
Domestic/Dietary/laundry	14.66	14.93	15.48
Guest Attendants	14.89	15.28	15.69
Handyman/Janitor	15.26	15.65	16.08
Assistant Cook	15.63	16.05	16.49
Cook ■	16.38	16.95	17.36
RPN	17.34	18.07	18.85

Effective January 1, 2009 - 1.35%

CLASSIFICATION	START	1 YEAR	2 YEAR
Domestic/Dietary/laundry	14.66	14.93	15.48
Guest Attendants	14.89	15.28	15.69
Handyman/Janitor	15.26	15.65	16.08
Assistant Cook	15.63	16.05	16.49
Cook 1	16.38	16.95	17.36
RPN	17.34	18.07	18.85

Effective July 1, 2009 - 2%

CLASSIFICATION	START	1 YEAR	2 YEAR
Domestic/Dietary/laundry	14.95	15.23	15.79
Guest Attendants	15.19	15.59	16.00
Handyman/Janitor	15.57	15.96	16.40
Assistant Cook	15.94	16.37	16.82
Cook 1	16.71	17.29	17.71
RPN	17.69	18.43	19.23



Effective January 1, 2011 - 2%

CLASSIFICATION	START	1 YEAR	2 YEAR
Domestic/Dietary/laundry	15.25	15.53	16.11
Guest Attendants	15.49	15.90	16.32
Handyman/Janitor	15.88	16.28	16.73
Assistant Cook	16.26	16.70	17.16
Cook 1	17.04	17.63	18.06
RPN	18.04	18.80	19.61

Effective January 1, 2012 - 2%

CLASSIFICATION	START	1 YEAR	2 YEAR
Domestic/Dietary/laundry	15.56	15.84	16.43
Guest Attendants	15.80	16.22	16.65
Handyman/Janitor	16.19	16.61	17.06
Assistant Cook	16.59	17.03	17.50
Cook 1	17.38	17.98	18.42
RPN	18.40	19.18	20.00

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

The Employer will continue its existing practice with respect to the current use of the lead hand premium for UCP'S.

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.