

COLLECTIVE AGREEMENT

Between

**WC OPERATING (ONTARIO-1)LP
OPERATING AS VENVI GREENWAY**

And

**HEALTH CARE AND SERVICE WORKERS
UNION, CLAC LOCAL 304**

DURATION: NOVEMBER 30, 2023 – NOVEMBER 29, 2026

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**WC OPERATING (ONTARIO-1)LP OPERATING AS
VENVI GREENWAY
(hereinafter referred to as "the Employer")**

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**HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 304
(hereinafter referred to as "the Union")**

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 Whereas it is the desire of both parties to this Agreement:
- a. To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
 - b. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
 - c. To promote the morale, well being and security of all the employees in the bargaining unit of the Union.
 - d. To provide compassionate care and emotional needs in a safe, comfortable environment treating them and their families with respect and dignity they deserve.
 - e. To encourage efficiency in operation.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes Health Care and Service Workers Union, CLAC Local 304 as the sole collective bargaining agent for all employees of Greenway Retirement Village, in the City of Brampton, save and except Supervisors, persons above the rank of Supervisor, and office and clerical staff.

2.02 Bargaining Unit Work

Employees not covered by the terms of this Agreement will not perform any duties, which are normally performed by members of the bargaining unit.

This Article shall not prevent residents or designates from making arrangements for private care providers or publicly funded service delivery (VON, Homecare), private duty or companion care. Such service(s) is between the resident and or designates and the provider and shall not be viewed as a violation of the Collective Agreement.

Managers performing bargaining unit work shall not be considered a violation of the collective agreement.

2.03 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

2.04 An employee may not enter into a financial arrangement with a resident and/or their responsible party pertaining to the resident to provide service with whom the employer has a contractual relationship

2.05 In this Agreement words using the masculine feminine include the masculine gender and vice versa; the singular includes the plural and the plural singular, where the text so indicates.

2.06 "Employee" as used in this Agreement shall mean those persons described in the bargaining unit set forth in Article 2.01 above.

2.07

- a. A full time employee is one who is regularly scheduled for sixty (60) hours or more bi-weekly.
- b. A part time employee is one who is regularly scheduled for less than sixty (60) hours bi-weekly.
- c. A Casual employee is one who does not have any regularly scheduled hours and is called into work on an as needed basis. It is understood that a casual employee's hours may fluctuate up and down without triggering the layoff or posting procedures. A casual employee shall have abandoned their job if they have not worked at least two (2) shifts in sixty (60) days, unless approved otherwise by the Employer.
- d. A student is one employee who is between the ages of sixteen (16) and twenty-five (25) and in full-time attendance at a recognized educational institute, and works summer months, holidays and infrequent schedules.

2.08 **Resident Abuse**

The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents by employees will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

- a. to determine and establish standards and procedures for the service, care, welfare, safety and comfort of the clients of the Employer,
- b. To maintain order, discipline and efficiency, and to make, alter, and enforce reasonable rules and regulations to be observed by employees.
- c. To hire, classify, promote, demote, transfer, schedule, layoff, recall, direct assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause.
- d. Generally, to manage the business and, without restricting the generality of the foregoing, the services to be rendered, the methods, the work procedures, to determine all staffing requirements and hours, to select, control and direct the use of all materials required in the operation of the Employer that are in the interest of the safety and well-being of the Employer, residents, employees and the public.
- e. The Employer agrees not to exercise its rights in an unreasonable or discriminatory manner.

ARTICLE 4 - NO DISCRIMINATION

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

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF

5.01 Neither the Home nor the Union shall compel employees to become members of the Union. The Employer will not discriminate against any employee because of Union membership or lack thereof, and will inform all new employees of the contractual relationship between the Home and the Union.

5.02 The Union agrees that it shall make membership in the Union available to all employees cover by this Agreement.

5.03 The Employer shall deduct from each employee, from commencement of employment, an amount equal to Union dues as set by the National Convention of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.

5.04 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the fifteenth (15th) day of each month following the month for which monies were deducted, together with an itemized list of the employees for whom deductions are made and the amount remitted for each month.

- 5.05 The Union and the employees agree that the Employer will be saved harmless for all deductions and payment so made.
- 5.06 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. First, middle and last name;
 - b. Rate of hourly pay;
 - c. Gross earnings;
 - d. Social insurance number;
 - e. Date of birth;
 - f. Total hours worked;
 - g. Dues deducted and remitted on behalf of the employee as may be prescribed by the Union.
- 5.07 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following:
- a. Complete mailing address;
 - b. Date of hire;
 - c. Classification;
 - d. Email address where available;
 - e. Primary telephone number.
- 5.08 The total amount of Union dues annually paid by an employee shall be indicated on the employees T-4 slip.

5.09 Employees who cannot support the Union because of conscientious objection, as determined by the Union’s internal guidelines of what constitutes a conscientious objection, may apply to the Union, in writing, to have their dues redirected. Such application shall outline the nature of the conscientious objection.

ARTICLE 6 - PRINTING OF AGREEMENTS

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

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 The Union agrees that there shall be no strikes and the Employer agrees that there will be no lockouts during the term of this Agreement. The definitions of the terms “lockout” and “strike” shall be as defined in the *Ontario Labour Relations Act, 1995*.

ARTICLE 8 - NO CONTRACTING OUT

8.01 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any Bargaining Unit employees occurs with the exception of casual employees.

ARTICLE 9 - BULLETIN BOARDS

9.01 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 the employee staffroom to inform all employees in the bargaining unit of the activities of the Union. All Union notices must be provided by proper officials of the Union and submitted to the Employer for approval before being posted or distributed, such approval will not be unreasonably withheld.

ARTICLE 10 - UNION REPRESENTATION

10.01

- a. Stewards appointed by the Union are representative of the employees in the processing of grievances. The Union shall appoint three (3) stewards.
- b. CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of this Agreement and to enforce all rights of the employees under this Agreement and under the law.

10.02 A steward will be given time off, without loss of wages, to assist an employee in the presentation of a grievance whenever it is necessary to deal with the grievance during working hours. Prior permission must be received from the supervisor and the employee shall report back to same upon return. Such permission will not be unreasonably withheld.

10.03 A steward will be given time off, without loss of wages, to welcome a new employee in her department and to discuss union membership with such an employee. Prior permission must be received from the supervisor and the employee shall report back to same upon return. Such permission will not be unreasonably withheld. Time off shall not exceed fifteen (15) minutes.

10.04 The Union has the right to appoint members to the bargaining committee. These employees shall be paid by the Employer at regular hourly rates for all time spent on negotiating a collective agreement with the Employer, up to conciliation, whenever this takes place during their regular working hours. Payment shall be limited to three (3) employees.

10.05

- a. Every three (3) months, or upon request for special circumstances, employees will be given the opportunity to meet and discuss Union matters in a room provided by the Employer on the Employer's premises. These quarterly meetings may be attended by Representatives of the Union. The Union shall see to it that the Employer is informed of such a meeting at least one (1) week ahead of time and that permission is granted.
- b. The Union will schedule and give notice to staff and management of the times a Union Representative will be available to staff in the staff lounge. At those times staff may meet with them during staff breaks or

outside their scheduled work time. Any time required during working time must be pre-approved by management.

10.06 Labour-Management Committee

- a. The Employer and the Union agree to establish an active labour-management committee. The committee shall be made up of an equal number of Employer representatives and Union representatives (not less than two (2) of each), with one of the Employer representatives being the Executive Director or Designate. A copy of the minutes shall be sent to the Union no later than one (1) month from the date of the meeting. Both the Employer and the Union shall alternate chairing the meetings and preparing the minutes.
- b. The committee shall meet quarterly or by mutual agreement of the parties. The Employer will pay Union members for any regular scheduled time lost at their regular rate of pay when meeting with the Employer. Such paid meeting time shall not be at overtime rates nor shall it lead to payment of overtime rates.
- c. Requests for a meeting will be made in writing at least one week prior to the proposed date and accompanied by a proposed agenda. Issues that may be grieved or negotiated shall not be discussed at the meeting unless otherwise agreed. The Employer or Union may invite staff or corporate representatives.

10.07 Joint Health and Safety Committee

- a. The Employer and Union agree that they mutually desire to maintain standard of safety and health in the Residence in order to prevent accidents, injury and illness, and abide by the *Occupational Health and Safety Act* as amended from time to time.
- b. Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee one (1) Representative selected or appointed by the Union from amongst bargaining unit employees.
- c. Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d. The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- e. Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Chair shall be chosen by the Employer.
- f. Any Representative appointed or selected in accordance with 10.07 hereof shall serve for a term on one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such Representative(s) to attend

meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and any Representative(s) attending such meetings shall be paid for all time worked at his or her regular rate of pay.

- g. The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- h. All accidents will be investigated and the reports will be made available to the Union upon request.
- i. An employee who is injured during working hours and is required to leave for treatment or is sent away from the Residence for such injury shall receive payment for the remainder of the shift at his or her regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.
- j. Two (2) Representative of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and shall report to the Health and Safety Committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement.

11.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until she has verbally given her immediate supervisor an opportunity to adjust the complaint. Any complaint shall be discussed with the supervisor concerned within five (5) workdays after the circumstance giving rise to the complaint occurred or originated.

If the supervisor is unable to adjust the complaint to mutual satisfaction within five (5) workdays, the employee may proceed with the grievance procedure at Step 1 within five (5) workdays after the decision of the supervisor.

The parties to this Agreement recognize the stewards and the CLAC Representative as the agents through which employees shall process their grievances.

11.03 The reference to days excludes Saturdays, Sundays and public holidays. Time limits mentioned in this article may extend on consent of both parties.

11.04 The Employer or the Union shall not be required to consider or process any grievance which arises out of any

action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased.

11.05 A "**Group Grievance**" is defined as a single grievance, signed by a steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

11.06 A "**Policy Grievance**" is defined as a difference between the parties relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted by either party at Step 2 of the grievance procedure. A policy grievance shall be signed by a CLAC Representative and submitted to the Employer. A policy grievance submitted by the Employer shall be signed by the Employer or their representative.

11.07 **Step 1:** An employee having a grievance must, accompanied by a steward or a CLAC Representative, submit the grievance to her supervisor in writing. The nature of the grievance, the remedy sought, and the section(s) of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. The supervisor will deliver their decision in writing within five

(5) workdays after receipt of the grievance. Failing settlement, the next step of the grievance procedure may be taken.

Step 2: Within five (5) workdays following the decision under Step 1 (or the day on which this decision should have been made) the grievance must be submitted in writing to the Employer, to be discussed at a meeting between the grievor, the Employer and a Union Representative within five (5) workdays of receipt of the grievance. The Employer shall give a written disposition within five (5) workdays of the day of the meeting, copies to be sent to the Union Representative. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply at Step 2 is given. If no request for arbitration is received within such fourteen (14) day period, the grievance shall be deemed to be abandoned

11.08 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

ARTICLE 12 - ARBITRATION

12.01 Referral to Arbitration

- a. If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration as follows.

- b. The parties may, by mutual agreement, refer the grievance to mediation prior to or in conjunction with the arbitration process outlined below. The cost of such mediation shall be shared equally among the parties.

12.02 Sole Arbitrator

- a. The party seeking Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the grievance procedure, of its intention to proceed to Arbitration and shall signify when such notice a list of three (3) suggested arbitrators to act as a Sole Arbitrator.
- b. The recipient of the notice shall within ten (10) days inform the other party of agreement to one (1) of the suggested arbitrators, or provide a list of three (3) alternate arbitrators.
- c. Where the parties cannot agree on the Sole Arbitrator, either party may request that the applicable government Ministry make the appointment.
- d. Each of the parties shall be responsible for the fees and expenses of its own witnesses. The fees and expenses of the Arbitrator shall be shared equally by the parties to this Agreement.

12.03 Board of Arbitrators

Notwithstanding the foregoing provisions respecting the engagement of a Sole Arbitrator, if the parties agree, a Board of Arbitration shall be chosen to act in the same capacity and having the same powers as a Sole Arbitrator.

The party seeking the establishment of a Board of Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the grievance procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.

- i. The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.
- ii. The two (2) nominees shall endeavour to agree upon a third (3rd) person to act as Chairperson within fifteen (15) days of the appointment of the second (2nd) nominee. If the nominees fail to agree on a Chairperson, either one of them may request that the applicable government Ministry make the appointment.
- iii. The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto.
- iv. Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the Chairperson shall be shared equally by the parties to this Agreement.

12.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

12.05 The Sole Arbitrator or Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to 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 arbitrated.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.01 An employee shall have the presence of a steward at any meeting with management where a warning, suspension or discharge is to be issued.

13.02 A claim by an employee who has completed her probationary period that she has been unjustly suspended or discharged from her employment will be treated as a special grievance commencing at Step 2 of the Grievance Procedure. Such grievance shall be submitted within 5 calendar days after the notice is given in writing.

13.03 Any disciplinary action or letter of reprimand is to be removed from the employee's record and shall not be used against him or her eighteen (18) months from the date of reprimand, provided that during the eighteen (18) month period there has not been any other discipline given to the employee.

13.04 An employee may request, in writing, an opportunity to view her personnel file in the presence of her supervisor or designate. The request shall be made at least five (5) working days in advance of the review and the information the employee may review will be; her application form, any written formal evaluations, formal disciplinary notations, or incident reports in the file.

ARTICLE 14 - SENIORITY, LAY OFF, PROBATION AND ORIENTATION

14.01 Seniority is defined as the length of service with the Employer in the bargaining unit. For Full time employee's seniority shall be calculated from the last date of hire. For Part-time employees seniority shall be calculated on the basis of 1800 hours paid equals one (1) year.

14.02 The Employer shall maintain a seniority list. An up to date seniority list shall be sent to the Union and posted on the Union bulletin board in January and July of each year. Any questions regarding the seniority list must be submitted in writing to the Employer within thirty, (30) days following the posting of the list.

14.03 All new employees will be considered as probationary employees until they have been employed for four hundred and fifty (450) hours worked.

The parties may, by mutual consent, extend the probationary period.

During the probationary period employees shall be entitled to all right and privileges of this agreement unless otherwise specified. After completion of the probationary period, seniority shall be credited for the probationary period.

The probationary period affords the employer an opportunity to assess the employee. An employee who has not completed their probationary period may be released if the employer assesses them to be unsuitable.

14.04 No employee shall be transferred to a position outside the bargaining unit without her written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

14.05 An employee shall lose seniority and shall cease employment for the following reasons:

- a. resignation;
- b. retirement;
- c. is discharged for just cause and not reinstated;

- d. is absent from work for a period of three (3) scheduled shifts without notifying the Employer, unless a reasonable explanation is provided to the Employer;
- e. fails to return to work within seven (7) calendar days following a recall from lay-off after being notified by registered mail to do so. It shall be the employee's responsibility to notify the Employer of their current address;
- f. has been laid-off for a period of eighteen (18) months;
- g. engages in gainful employment without the authorization while on an approved leave of absence;
- h. Casual employee shall have abandoned their job if they have not worked at least two (2) shifts in sixty (60) days;
- i. Leaving the Employer's premises during regular working hours (not including meal breaks) without the permission of the Employer or a satisfactory explanation.

14.06 Dismissal, layoff or failure to recall after layoff of the probationary employee shall not be the subject of a grievance, unless in the case where a violation of the *Ontario Human Rights Code* is alleged.

ARTICLE 15 - LAYOFF AND RECALL

15.01 A lay-off shall be defined in accordance with the *Employment Standards Act*. The Employer shall notify employees who are to be permanently laid off in accordance with the provisions of the *Employment*

Standards Act and the Union with no less than four (4) weeks written notice.

15.02 In the event of layoff, the Home shall lay off employees in the reverse order of their seniority, within their classification, providing that there remain on the job employees who have the ability and qualification to perform the work.

An employee who is subject to layoff shall have the right to either:

- a. accept the layoff; or
- b. opt to retire;
- c. displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job and is qualified without training, other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 15.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (c) above.

It is understood that, at time of layoff, up to date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with 15.01.

15.03 Reduction of Hours

It is agreed and understood, that in the interest of efficiency and effectiveness, other layoff procedures may be mutually agreed upon.

The Employer agrees to:

- a. Provide the Union with bi-weekly reductions of hours per classification.
- b. Provide the Union with revised work schedules (of classifications that are directly affected or could be affected). Where possible the Employer will attempt to maintain full time hours. It is understood and agreed that this will not restrict the Employer's right to schedule.
- c. Inform employees of the reductions.
- d. Within five (5) days allow employees to select, in order of seniority, a position within the new revised work schedule. employees will also have the choice of attending in person or providing a number where they

can be reached at their set time. employees put their name down on any available position (providing qualified).

At the conclusion of this process the new schedule becomes effective and employees with no available positions would receive their required notice in accordance with 15.01.

15.04 Recall

- a. Employees shall be recalled in order of seniority. Notice of recall shall be sent by registered mail to the employee's last known address. The employee must respond in writing to the notice within seven (7) calendar days of receipt of such notice, of her intention to either accept or decline the offer to recall. In the event that she does not respond to the notice or she refuses to accept the position, she shall lose all seniority and shall be considered to have resigned her employment.
- b. No new employees shall be hired until all those laid off and those who have the same qualified skill and ability have been given an opportunity to return to work and have failed to do so, in accordance with this Article, or have been found unable to perform the work available.
- c. Each employee shall keep the Employer informed of any changes in their employment-related information. The Employer shall be entitled to rely on the most

recent address and telephone number furnished by the employee for all purposes.

ARTICLE 16 - JOB POSTINGS PROMOTIONS AND STAFF TRANSFERS

16.01 All vacancies or newly created classifications within the scope of this Agreement shall be posted for one (1) calendar week in the staff room during which time the employee may apply for the said position in writing on a form supplied by the Employer.

The Employer will only post the original vacancy and one subsequent.

The Employer agrees to provide the Steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

16.02 Any notice posted shall contain the following information:

1. the job classification;
2. the approximate starting date;
3. the shift(s) to be worked;
4. whether the position is full-time, part-time, or temporary (A temporary vacancy is a vacancy that is anticipated to be in excess of six (6) weeks).

16.03 If no application is received from an employee of the Residence within one (1) calendar week of the job posting, then the Employer may hire an employee from outside the bargaining unit. In addition, the Employer may

continuously advertise employment opportunities outside the home. Such advertising will not be considered a violation of the posting provisions of this Agreement.

16.04 A vacancy that is expected to last less than a six (6) week period shall be filled using block time.

16.05 The successful applicant shall be placed on trial in the new position for a period of thirty (30) working days for the Employer. Such trial promotion or transfer shall become permanent after the period unless:

- a. the employee believes that she is not suitable for the position, and wishes to return to her former position;
or
- b. the Employer believes that the employee is not suitable for the position, and requires that she return to her former position.

Once the trial period has expired the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

16.06 Staff who are applying for vacant positions within the bargaining unit shall be considered based upon the following factors:

- a. Seniority;
- b. Qualifications, skill, ability and experience.

Where the qualifications in factor b) are relatively equal, then seniority shall govern.

Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.

ARTICLE 17 - TEMPORARY VACANCIES

17.01 An employee returning from leave of absence shall have the right to return to her former hours, and shift. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee (s).

17.02 An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of her temporary position unless the other posting has a greater hourly rate, or has greater hours.

ARTICLE 18 - HOURS OF WORK

18.01 The normal hours of work are seven and one-half (7½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week are five (5) days per week with a week being the period from Monday to Sunday. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

It is agreed and understood that the Residence is a twenty-four hour per day, seven day per week continuous operation and that services must be maintained.

18.02 Overtime

Overtime shall be paid for all hours over seven and one half (7.5) consecutive hours in a shift or seventy-five (75) hours bi-weekly at the rate of time and one-half (1½) the employee's regular rate of pay.

All overtime must be authorized, by the Executive Director or designate. The authorization must be prior to working the hours, except in the case of an emergency.

No Lay Off to Compensate for Overtime

The Employer will not lay off employees during regular scheduled hours to equalize any overtime worked.

No Duplicating or Pyramiding of Overtime

There shall be no duplication or pyramiding of any benefits, premiums or payments (i.e. overtime, shift, weekend, sick, holiday, etc.) for the same hours, regardless of the purpose for the premium under any of the provisions of this Agreement.

Call- Back Pay

An employee who has left the premises and is called back shall receive a minimum of three (3) hours pay at time and one half (1 ½) their regular rate of pay. This clause shall not apply where the call back hours occur immediately prior to her scheduled shift.

Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

18.03 At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

18.04 Working Schedule

A two (2) week schedule shall be posted in an appropriate place at least two (2) weeks in advance of the effective date.

There shall be no shifts of less than three (3) hours. There will be no split shifts.

18.05 Time off Between shifts

There shall be a minimum of twelve (12) hours off between scheduled shifts of work. After the schedule has been posted employees may make themselves available for additional shifts with a minimum of eight (8) hours between shifts.

18.06 Days Off

Days off shall be planned in such a way as to equally distribute free weekends.

All employees shall be scheduled so that no employee shall work more than six (6) consecutive days, unless otherwise agreed to by the employee.

18.07 The shift commencing at or about 23:00 hours shall be considered the first shift of the day.

18.08

- a. Full-time employees shall be scheduled every other weekend off and for the purpose of this article a weekend begins Friday at 2300 and ends Sunday at 2300 hours.
- b. Part-time employees may mutually agree to be scheduled up to three (3) out of four (4) weekends, unless it is a regularly scheduled weekend line.

18.09 Employees will provide availability, on a form provided by the Employer, prior to the posted schedule, if no update is provided the Employer will consider the last availability as current.

18.10 Requests for time off must be submitted in writing to the immediate supervisor, one (1) week prior to the posting of the new schedule and shall be granted, subject to the operational requirements of the residence.

18.11 Any employee required to give report at the beginning or end of her shift as determined by the Employer, shall if she meets the overtime requirement noted above, be paid for all time in excess of fifteen (15) minutes.

18.12 Call-In

The order of steps to cover a scheduled shift will be as follows:

1. Employees in the affected department and classification, who have stated their availability and do not trigger overtime costs, will be called in order of their seniority from last accepted.
2. Then qualified employees in any other department or classification, who have stated their availability and do not trigger overtime costs, will be called in order of their seniority from last accepted.
3. Employees could then be called in from the department and classification in order of their seniority from last accepted. It is understood that the appropriate overtime charges would apply.

18.13 Rest Period and Meal Periods

Rest periods shall consist of fifteen (15) minutes paid
Meal periods shall consist of thirty (30) minutes unpaid.

Shift Duration	Meal Period	Rest Period
Over 4 hours	0	1
Over 5 hours, up to 6 hours	1	1
6½ hours or more	1	2

18.14 Breaks and meal periods will be scheduled by the Employer and taken in the designated locations. Employees on paid breaks are not allowed to leave the premises. Breaks shall not be interrupted, except in cases of an emergency. If the employees break is interrupted, the employee will be entitled to reschedule their break period.

18.15 In the event the Employer requires an employee to remain in the building on the night shift, she will be paid for her lunch break at non-overtime rates of pay.

18.16 An employee injured during working hours shall be paid by the Employer for the balance of her scheduled shift.

18.17 Shift Premium

An employee scheduled to work between 1500 hours and 2300 hours will be paid a shift premium of twenty cents (\$0.20) per hour in addition to their regular hourly rate of pay.

An employee scheduled to work between 2300 hours and 0700 hours will be paid an extra twenty-five cents (\$0.25) per hour in addition to their regular hourly rate of pay.

Effective January 1, 2025, an employee scheduled to work between Friday at 2300 hours and Sunday at 2300 hours will be paid a shift premium of ten cents (\$0.10) per hour in addition to their regular hourly rate of pay.

Effective November 29, 2026, an employee scheduled to work between Friday at 2300 hours and Sunday at 2300 hours will be paid a shift premium of fifteen cents (\$0.15) per hour in addition to their regular hourly rate of pay.

- 18.18 Employees may be permitted to giveaway or exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, at least seventy-two (72) hours in advance of the shift the employee wishes to exchange or giveaway. The seventy-two (72) hours may be waived by mutual agreement. Such permission will not be unreasonably withheld. The Employer has no obligation for non-compliance issues or any premium payment arising out of any such exchange. Where the shifts involved include a shift differential, this premium shall be paid to the employee working the shift.

ARTICLE 19 - PAID HOLIDAYS

- 19.01 The following days shall be recognized as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Float Holiday	Boxing Day

Full time employees shall receive one additional float holiday per year to be scheduled at a mutually agreeable time.

Holiday Qualification

In order to be entitled to receive payment for these holidays, the employee must work her scheduled shift before and the scheduled shift after the holiday unless on an approved leave of absence or absent due to a bona fide reason.

Payment For Holidays

Employees who work the holiday shall receive one and one-half (1½) times their regular rate of pay for all hours worked. In addition, the employee will receive a regular's day pay or, if requested in writing, a lieu day to be taken within thirty (30) days of the holiday.

Holidays for Days Off

If one of the above named holidays occurs on an employee's regular day off, or during their vacation period, the employee shall receive an additional day off in lieu thereof. This day off shall occur within thirty (30) days after the statutory holiday, unless otherwise arranged between the employee and Supervisor

19.02 Christmas or New Year's Off

All attempts will be made to ensure that an employee will alternate working either the Christmas Day and New Year's Day during the holiday season from one (1) year to the next. The Employer will make every attempt to accommodate all requests in a fair and equal manner.

ARTICLE 20 - VACATION

20.01 The date for determining the vacation entitlement in a vacation year shall be the anniversary date of employment.

Length of Vacation employees shall receive an annual vacation with pay in accordance with credited service as follows:

Effective January 1, 2025

Less than one (1) year of service	2 weeks and 4% of gross earnings
1 year but less than 5	2 weeks and 4% of gross earnings
5 years but less than 9	3 weeks and 6% of gross earnings
10 years but less than 14 years	4 weeks and 8% of gross earnings
14 years but less than 22 years	5 weeks and 10% of gross earnings

Vacation pay shall be based on annual gross earnings.

Vacation Week

A week for the purpose of vacation entitlement is understood to mean a set number of days and hours equivalent to an employee's regular working schedule averaged over the two (2) week pay period less call-ins and overtime.

20.02 The part-time employees will be granted vacation with pay on the basis of 1800 hours equaling one (1) year. Part-time employees with five (5) years of employment since their date of hire shall receive three (3) weeks of vacation and six percent (6%) vacation pay. Progression beyond three (3) weeks entitlement shall be based on hours worked.

20.03 On January 15 of each year the Employer shall post a blank vacation schedule sheet. Between January 15 and March 1 each employee shall have the right to indicate on this sheet the time during which she prefers to take vacation.

20.04

- a. The completed vacation schedule shall be determined between March 2 and March 30. The guiding factors shall be:
 - i. availability of qualified staff and;
 - ii. seniority

Whenever a conflict arises that cannot be settled amicably, the dispute shall be resolved by the Employer.

- b. Vacation requests received after March 1 shall be filled on a first come first served basis.
- c. Single vacation days may be granted by the employee's immediate supervisor subject to the operational requirements of the Home, such requests will not be unreasonably denied.

20.05 The Employer shall post the final schedule on or about April 15. This schedule shall not be changed except with the consent of the Employer and the employee(s) affected.

20.06

- a. **Full Time and Part Time:** All full-time and part-time employees entitled to vacation time off shall be paid their vacation pay when they take their vacation; it will be paid on the regular bi-weekly pay schedule, assuming they have sufficient funds in their vacation bank. Any vacation pay remaining in an employee's bank will be paid at the end of the vacation year. Employees may not request vacation pay in advance of their vacation. The accrued vacation must be taken during the vacation year immediately following the year it was accrued and not prior to that. An employee shall not be permitted to accumulate her vacation from one year to another.
- b. **Casual:** All casual employees shall receive vacation pay with their biweekly pay.

20.07 It is understood that during the period of June 15th to September 15th (prime time), each employee may request and be granted up to two (2) weeks of vacation during the summer vacation period. Once each employee has had opportunity to make a request for up to one (1) week of vacation time, additional available vacation time will be allotted by seniority, one (1) week at a time. A week

of vacation is understood as starting on a Monday, unless unusual circumstances exist.

ARTICLE 21 - SICK LEAVE

21.01

- a. At the beginning of each calendar year full time employees who have completed probation will be credited with sixty (60) hours.

Part time employees shall accrue sick leave credits at a rate of seven point five (7.5) hours for every one hundred and fifty (150) hours worked to a maximum of forty-five (45) hours per year.

- b. An employee who is ill on a day she is scheduled to work for the Employer will be paid by the Employer for all scheduled time missed, provided that she has sufficient sick credits.
- c. An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days she would have worked during that period.
- d. An employee off work due to illness and who is entitled to sick pay shall not engage in any gainful employment during the time she is off work. If this occurs she shall be subject to discipline.
- e. An employee who becomes ill and leaves during working hours shall be paid sick pay for the balance of her scheduled shift.

- f. Part time employees shall be permitted to carry over sick credit accrual to a maximum of twenty-two point five (22.5) hours; however this carry over shall to expand the total eligible sick leave entitlement per annum.

ARTICLE 22 - LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

22.01 The Employer may grant a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Residence. Applicants when applying must indicate the date of departure and specify the date of return. If a leave of absence is granted, the employee shall be advised in writing with a copy given to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit except as hereinafter provided shall accrue to or be paid to any employee on a leave of absence.

22.02

- a. The employee will be responsible for one hundred percent (100%) of the payment for insured benefits, both Employer and employee portions from the first (1st) of the month from the leave start date. The

employee must provide post dated cheques for the full amount for the duration of the leave. It is understood and agreed that when payments stop, the benefits stop and the employee will be subject to any late sign-up restrictions pursuant to Carrier policies. It is further understood and agreed that this option to maintain benefits is only available for a maximum period of six (6) months from the date the leave starts.

- b. To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit except as hereinafter provided shall accrue to or be paid to any employee on a leave of absence.
- c. An employee on a leave of absence will not engage in other work without the permission of the Employer. An employee who violates this provision will forfeit all seniority rights and will be deemed terminated.

22.03 Bereavement Leave

- a. An employee who has completed the probationary period and is bereaved of a spouse, common-law spouse, parent or child shall be granted a leave of absence of five (5) consecutive days without loss of pay within thirty (30) calendar days from the date of death.

If bereaved of a, brother, sister or grandchild, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law,

then the leave shall be three (3) consecutive days without loss of pay within thirty (30) calendar days from the date of death.

If an employee is bereaved of an aunt, uncle, niece or nephew, then the leave shall be one (1) day without loss of pay within thirty (30) calendar days from the date of death.

An employee who has not completed the probationary period shall be granted a leave of absence, however, such leave may be without pay.

- b. The Employer requires proof of death within fourteen (14) calendar days of returning to work (i.e. funeral program, obituary, letter from funeral home, death certificate).

22.04 Bereavement pay shall apply only to days upon which the employee was scheduled to work.

22.05

- a. If an employee attends a memorial service of a member in the immediate family (as specified in Article 22.03) while being on sick leave, the bereavement leave will not be charged against accumulated sick leave.
- b. An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is on vacation or off on a holiday.

22.06 Pregnancy/Paternal Leave

Pregnancy and paternal leaves will be granted in accordance with the *Employment Standards Act* of Ontario.

ARTICLE 23 - JURY DUTY

23.01 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law, the employee shall not lose regular pay because of such attendance, provided that the employee:

- a. notifies the Retirement Residence immediately of the employee's notification that he will be required to attend at court;
- b. presents proof of service requiring the employee's attendance; and
- c. deposits with the Retirement Residence the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

Total payment as outlined above shall not exceed fifteen (15) working days.

ARTICLE 24 - EDUCATION LEAVE

24.01 Where the Employer considers an educational course to be compulsory, a leave of absence with pay shall be granted to complete the course and tuition fees shall be paid by the Employer. During such leave of absence seniority shall continue to accumulate as if the employee has worked.

24.02 CPR/First Aid and Food Handlers Re-certification

The Employer agrees to provide re-certification training to those employees who require it. The training shall be provided free of charge to the employees and the hours spent training shall not be compensated.

ARTICLE 25 - UNIFORM ALLOWANCE

25.01 Effective January 1, 2025, the Employer will be responsible for supplying employees with uniforms.

Employees shall be responsible for cleaning and maintaining their uniform in a state of good repair.

The Employer shall provide two (2) shirts/scrub top for each employee per calendar year after the employee successfully passes probation.

ARTICLE 26 - HEALTH BENEFITS

26.01 The Employer will pay one hundred percent (100%) of the billed monthly premiums for full-time employees who enrol in the Group Benefit Plan.

The Employer has the right to change the carrier provided the benefits remain the same and will give notice of such change to the Union one (1) month in advance.

- a. **Life insurance** (\$30,000.00) & ADD (\$30,000.00)
- b. **Vision Plan** – A sum of two hundred dollars (\$200.00) will be provided to cover lenses and frames per person for each employee and eligible family member(s) every twenty-four (24) months. It shall cover dependent children under the age of eighteen (18) every twelve (12) months. Services shall include the use of a licensed Ophthalmologist, or licensed Optometrist up to one visit per person over two benefit years.

Effective July 1, 2025, increase to two hundred and fifty dollars (\$250.00).

Effective November 29, 2026, increase to two hundred and seventy-five dollars (\$275.00).

- c. **Dental Plan** – A dental plan at current ODA fee guide with a one (1) year lag at one hundred percent (100%) to a maximum of \$1,750.00 per calendar year.
- d. **Extended Health Plan** – The Employer agrees to pay one hundred percent (100%) of the premium costs for an extended Health Care Plan with a ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible once per calendar year. A drug card allowing dispensing fees to a maximum of ten dollars (\$10.00) on a 90/10 split.

26.02 Benefit Premiums

The Employer shall continue to pay its portion of insured benefit premiums as follows:

- a. during the calendar months in which a lay off occurs;
- b. during the first calendar month of an authorized leave of absence with pay. The employee will be responsible for one hundred percent (100%) of the payment for insured benefits, both Employer and employee portions from the first (1st) of the month following the leave start date, per Article 22.02;
- c. while an employee is off due to injury or illness including the period when receiving sick leave benefits paid by the Employer, up to a maximum of three (3) months;
- d. while in receipt of Occupational Accident Insurance payments as a result of an injury sustained during employment with the Employer for up to twelve (12) months;
- e. while on maternity/paternity leave, for the period it is required to pay benefit premiums, in accordance with government legislation.

26.03 Effective July 1, 2025, a part time employee shall receive an in lieu of benefit for health and welfare benefits in an amount of twenty-five cents (\$0.25) per hour for all hours worked. Such monies shall be included in the employee's regular pay after employee passes their probationary period.

ARTICLE 27 - PENSION PLAN

27.01 The Christian Labour Association of Canada (CLAC) Pension Plan (the Plan), a registered defined contribution plan, administered by the CLAC Pension Plan Board of Trustees, applies to all employees covered by this Collective Agreement.

27.02 Eligible Full-time and Part time employees in the bargaining unit who have completed probation effective three (3) months from the date of ratification.

27.03 Each pay period the Employer agrees to contribute an amount equal to two percent (2%) of the employee's applicable wages. This contribution will be remitted to the applicable CLAC Remittance Team. Effective November 29, 2026, increase to three percent (3%) matching contributions.

“Applicable wages” means the basic straight time wages for all hours worked in addition:

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

27.04 Each pay period the Employer shall deduct and remit an employee contribution equal to two percent (2%) of the employee's gross wages. This deduction shall be remitted to the appropriate CLAC Remittance Team. Effective

November 29, 2026, increase to three percent (3%) matching contributions.

27.05 The Employer agrees to deduct, by way of payroll deductions, and to remit to the applicable CLAC Remittance Team, employee voluntary pension contributions which are above and beyond those contributions outlined in Article 27.04. A request for such deductions shall be submitted to the Employer on an employee contribution form, on file with the Employer. A copy of the completed form shall be sent to the CLAC Remittance Team along with the first remittance of such voluntary contributions.

27.06 All pension contributions shall vest immediately in the employees account on whose behalf the deposit was made. The Employers contributions to the Plan will be non-refundable to the Employer once received by the applicable Remittance Team except where adjustments are required due to administrative remittance errors.

27.07 Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions to Article 27.03, will be paid out to that employee on each pay cheque starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. The payment in-lieu of pension contributions will not be less than the amount that employee would have received if he/she were still contributing to the Plan.

- 27.08 The total amount of pension contributions remitted by the Employer and on an employee's behalf cannot exceed the annual maximum money purchase limit outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's contributions made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the Employer nor the Union shall not be liable for any tax consequences imposed on the employee.
- 27.09 An employee on an approved legislated leave of absence (such as pregnancy or family leave) has the option of continuing his/her employee pension contribution while on leave and if he/she does the Employer has an obligation to continue the matching provision if applicable.
- 27.10 The Employer will remit pension contributions to the applicable CLAC Remittance Team by the fifteenth (15th) of each month or the following business day if the fifteenth (15th) is not a business day. Employer, employee and voluntary contributions must be recorded separately on the remittance.
- 27.11 The Union acknowledges and agrees that, other than remitting its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of the pension benefits provided by the Plan or be responsible for providing such benefits.

27.12 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

27.13 The Employer agrees to provide the Remittance Team, upon the first remittance, with the full name, date of birth, social insurance number and the current address of employees whose behalf contributions are being remitted. The Employer further agrees to inform the Union of any changes in the above employee information.

ARTICLE 28 - HEALTH AND SAFETY

28.01 The Employer and Union agree that they mutually desire to maintain standard of safety and health in the Residence in order to prevent accidents, injury and illness, and abide by the *Occupational Health and Safety Act* as amended from time to time.

28.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention – Health and Safety Committee one (1) Representative selected or appointed by the Union from amongst bargaining unit employees.

28.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety

programs and recommend actions to be taken to improve conditions related to safety and health.

28.04 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to full its functions.

28.05 Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Chair shall be chosen by the Employer.

28.06 Any Representative appointed or selected in accordance with 28.02 hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year.

Time off for such Representative(s) to attend meetings of the Accident Prevention – Health & Safety Committee in accordance with the foregoing shall be granted and any Representative(s) attending such meetings shall be paid for all time worked at his or her regular rate of pay.

28.07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

28.08 All accidents will be investigated, and the reports will be made available to the Union upon request.

28.09 An employee who is injured during working hours and is required to leave for treatment or is sent away from the Residence for such injury shall receive payment for the remainder of the shift at his or her regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

28.10 Two (2) Representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and shall report to the Health and Safety Committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

ARTICLE 29 - GRIEVANCES, DISCHARGE, SUSPENSION AND WARNING

29.01 Any claim by an employee that she has been unjustly dealt with will be subject to the grievance procedure.

29.02 When the conduct or performance of an employee calls for a warning by the Employer, the warning shall be a written

one and a copy of this warning shall be forwarded immediately to the stewards and the Union by request.

29.03 Within five (5) workdays following a warning, suspension or discharge, the employee involved (provided she has completed the probationary period) may together with a Union representative discuss with the Employer the reasons for the warning, suspension or discharge. Within five (5) workdays following this discussion, the Union may process the complaint via Step 2 of the grievance procedure.

29.04 An employee shall have the presence of a steward at any meeting with management where a warning, suspension or discharge is to be issued.

ARTICLE 30 - CLASSIFICATION AND WAGES

30.01

- a. Schedule "A" hereto headed Classifications and Wages is hereby made part of this Agreement.
- b. When any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be negotiated between the Union and the Employer. If the parties are unable to agree on the rate of pay for the job in question, the dispute will be subject to grievance and arbitration. The new rate of pay would be retroactive to the date on which the Employer was first notified by the Union of its desire to bargain.

30.02 During the life of this Collective Agreement, job descriptions will be reviewed, and any revisions will be made available to all employees.

30.03 Job descriptions will be supplied for all classification. In the event of a new classification, management and Union will meet to discuss job content and negotiate wage rate.

30.04 Recent Related Experience – RPN only

- a. The Employer will recognize recent related RPN experience on the bases of one (1) annual increment for each one (1) year of service up to the maximum of the grid.
- b. Service shall be recognized based on eighteen hundred (1800) hours worked in previous employment equals one (1) year of service.
- c. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience with the probationary period in order to be considered for a wage rate adjustment. If they fail to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, they shall not be entitled to recognition.
- d. Recent related experience includes recent related RPN experience out of province and out of country.

ARTICLE 31 - PAYDAYS

31.01 The Employer agrees that wages shall be paid on every second Friday by direct deposit.

31.02 Where an employee notifies the Employer of an error on their pay-cheque resulting in the employee being underpaid by one (1) day's earnings or greater, then the Employer shall correct the error within five (5) business days of receiving notification of the error.

Where the underpayment is less than one (1) day's earnings the Employer shall correct the error on the employee's next pay-cheque.

Where the employee suffers NSF fees as a result of the Employer's error these fees will be reimbursed upon receipt.

In the event an error is made resulting in an overpayment of a day's pay or less, it will be rectified on the next pay. If the overpayment is more than a day's pay, the Employer will meet with the employee and discuss a repayment plan.

ARTICLE 32 - TERM

32.01 The term of this Agreement shall be from November 30, 2023 to November 29, 2026 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

32.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin fifteen (15) days following such notification.

Signatures on file

**Schedule A
 Classification and Wage Grid**

Classification	Hours	Nov. 30/23	Oct. 1/24	Nov. 30/25	Special Adj.
Health Care Aides	Start	\$17.42	\$18.03	\$18.66	\$18.76
	Probation	\$18.00	\$18.63	\$19.28	\$19.38
	1800 Hrs	\$18.27	\$18.91	\$19.57	\$19.67
	3600Hrs	\$18.60	\$19.25	\$19.92	\$20.02
Cook	Start	\$19.30	\$19.98	\$20.68	
	Probation	\$19.82	\$20.51	\$21.23	
	1800 Hrs	\$20.13	\$20.84	\$21.57	
	3600Hrs	\$20.47	\$21.18	\$21.93	
Housekeeping, Dietary and Dishwasher	Start	\$16.89	\$17.48	\$18.09	\$18.19
	Probation	\$17.04	\$17.63	\$18.25	\$18.35
	1800 Hrs	\$17.27	\$17.88	\$18.50	\$18.60
	3600Hrs	\$17.55	\$18.17	\$18.80	\$18.90
Activation Recreation Aide	Start	\$17.16	\$17.76	\$18.38	
	Probation	\$17.30	\$17.91	\$18.53	
	1800 Hrs	\$17.54	\$18.15	\$18.79	
	3600Hrs	\$17.82	\$18.44	\$19.09	
Maintenance Aide	Start	\$17.95	\$18.58	\$19.23	
	Probation	\$18.50	\$19.14	\$19.81	
	1800 Hrs	\$18.84	\$19.50	\$20.19	
	3600Hrs	\$19.02	\$19.69	\$20.38	
RPN	Start	\$26.25	\$27.17	\$28.12	
	Probation	\$26.91	\$27.85	\$28.83	
	1800 Hrs	\$27.23	\$28.19	\$29.17	

UCP will be paid one dollar (\$1.00) per hour more than the PSW rate of pay.

Letter of Understanding #1

Between

**HCN-REVERA LESSEE (GREENWAY) LP BY ITS GENERAL
PARTNER HCN-REVERA LESSEE (GREENWAY) GP INC.
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 304
(hereinafter referred to as "the Union")**

Re: ARTICLE 18.04 SPLIT SHIFTS

The parties agree that it may be advantageous for students to work split shifts in order to maximize their availability within peak operational periods. As such, the parties agree that split shifts may be used as an enhanced recruitment and retention strategy of students, notwithstanding the language in Article 18.04 of the Collective Agreement.

Letter of Understanding #2

Between

**HCN-REVERA LESSEE (GREENWAY) LP BY ITS GENERAL
PARTNER HCN-REVERA LESSEE (GREENWAY) GP INC.
(hereinafter referred to as "the Employer")**

and

**HEALTH CARE AND SERVICE WORKERS UNION,
CLAC LOCAL 304
(hereinafter referred to as "the Union")**

**Re: OVERTIME PAYMENT WHEN WORKING MORE THAN 7.5
HOURS IN A DAY**

The parties agree that while the Employer works to recruit staff to help fill vacancies, they will honor compensating employees who work split shifts that go over seven and one-half (7.5) hours an overtime rate of time and one-half (1 ½) the employees' regular rate of pay.

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