

COLLECTIVE AGREEMENT

Between

IOOF SENIORS HOMES INC.

And

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

DURATION: APRIL 1, 2024 – MARCH 31, 2026

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Between

**IOOF SENIORS HOMES INC.
(hereinafter referred to as "the Employer")**

and

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

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COLLECTIVE AGREEMENT

ARTICLE 1 - PREAMBLE

- 1.01 The parties to this Agreement desire to establish an orderly collective bargaining relationship conducive to the mutual well-being of the Employer, the employees represented by the Union who are providing care to the elderly, and the Union, while providing a process to promote the prompt disposition of grievances and maintaining a high level of service delivery and efficiency of operation to the residents and clients of the IOOF Seniors Homes Inc., in Barrie, Ontario. The parties declare that in all instances and circumstances they commit themselves to the happiness, security, and physical, emotional and spiritual well-being of the residents and clients of the Corporation.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the IOOF Senior Homes Inc., in the City of Barrie, save and except for supervisors, persons above the rank of supervisor, registered and graduate nurses, and office staff.
- 2.02 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so requires and vice versa.

- 2.03 The parties acknowledge that the Employer is governed by legislation and related statutes and the regulations thereunder and it is agreed between the parties hereto that if there is any conflict in any way between these acts or regulations and the provisions of this Agreement, then the provisions of the act or any regulations pursuant thereto shall govern. This Agreement is further subject to the terms of the agreement between the Employer and the government of the Province of Ontario.
- 2.04 After the signing of this Agreement, it is understood and agreed that the Employer will not contract-out work performed by employees in the bargaining unit if this would result in a lay-off of such employees. It is agreed that the Employer will be permitted to contract-out if it does not have the qualified and experienced staff, facilities or equipment to perform the work. Contracting out to an Employer who is organized, and who will employ the employees who would otherwise be laid off on similar terms and conditions, is not a breach of this Agreement.
- 2.05 Personnel outside the bargaining unit shall not perform work normally done by employees in the bargaining unit if such would result in a lay-off of bargaining unit employees.
- 2.06 At least once every second month, or more often if required, the manager of each department as defined in Article 14.01 shall schedule a meeting for the purpose of allowing employees in the department to receive

information about the Employer's plans and to discuss matters of mutual interest and concern.

ARTICLE 3 - DEFINITIONS

- 3.01 “**Corporation**” means the IOOF Senior Homes Inc., in Barrie, Ontario.
- 3.02 “**Home**” means the Odd Fellow and Rebekah Home for the Aged.
- 3.03 “**Housing**” means the Corporate facilities known as Heritage Place, the Odd Fellow and Rebekah Manor, and any other facility managed by the corporation for the purposes of providing care to the elderly in the city of Barrie, Ontario.
- 3.04 “**Management**” means any person who occupies a position on the board of directors or the committee of management or holds the position of administrator, director, manager or supervisor.
- 3.05 “**Steward**” means a representative of the Union who is an employee of the Corporation and who is elected by the employees or, if necessary, appointed as provided for in Article 5.01 hereof.
- 3.06 “**Supervisor**” means the person responsible for the department or area to which he or she has been assigned. The term also refers to any person above the rank of supervisor.

- 3.07 “**Union Representative**” means a non-employee representative of the Union. Union Representatives represent the employees in matters pertaining to this Agreement.
- 3.08 “**Student**” means, for the purposes of this Agreement, an employee who is under the age of 18 in regular attendance at a high school.
- 3.09 “**Full-time Employee**” is an employee in the bargaining unit who is not a "Part-time Employee" as defined in Article 3.11.
- 3.10 “**Job Share Employee**” is an employee who together with his/her partner schedules themselves for fourteen (14) shifts per pay period. Each job share partner shall be available for ten (10) shifts in a pay period to cover his/her partner’s absence or call-in.

A Job Share Partnership is made up of a full-time and a part-time position, this status only comes into play should the partnership dissolve so as to be clear who is to return to a full-time and who is to return to a part-time status. This is the only occasion whereby the status of full-time or part-time partner is recognized.

- 3.11 “**Part-time Employee**” is an employee who is regularly scheduled by the Employer to work forty-five (45) hours or less biweekly. A part-time employee shall retain that status when working as a temporary replacement for a full-time employee or for full-time employees who are absent due to vacation or for other reasons and may then

be scheduled by the Employer to work more than forty-five (45) hours or less biweekly for up to six (6) months. The six (6) month period may be extended with the agreement of the Employer and the Union.

3.12 **“Casual Employee”** is an employee who is not regularly scheduled to perform bargaining unit work but can be scheduled and/or called to work only in the event that:

- a. all available regularly scheduled employees are scheduled to work, or
- b. the calling in of a regularly scheduled employee will incur overtime.

For the purposes of this agreement, the casual employee shall progress up the wage grid on the same basis as a part-time employee of the job classification for which he/she has been hired. However, he/she shall be exempted from the provisions of Articles 12.04 (a), 13.03, 13.04, 13.05, 13.06, 16, 17.09, 18, 19, 21 and 22. In lieu of the provisions of Article 15 casual employees shall be entitled to have four per cent (4%) vacation pay added to their wages.

3.13 **“Working day”** means any shift during a twenty-four (24) hour period, from 12:00 midnight to 11:59 p.m.

3.14 **“Night shift”** means the first shift of the working day and shall start at or between 12:00 midnight and 8:00 a.m. or where more than fifty percent (50%) of the shift hours fall within this period.

- 3.15 “**Day shift**” means the second shift of the working day and shall start at or between 8:00 a.m. and 4:00 p.m. where fifty percent (50%) or more of the shift hours fall within this period.
- 3.16 “**Evening shift**” means the third shift of the working day and shall start at or between 4:00 p.m. and 12:00 midnight or where more than fifty percent (50%) of the shift hours fall within this period.
- 3.17 “**Pay Period**” is fourteen (14) days beginning with a Monday and ends with a Sunday.
- 3.18 “**Pay Day**” is the Friday following the pay period. Pay is administered by Direct Deposit into the Employee’s bank account.
- 3.19 “**Job Shadow**” is a part time employee who is regularly scheduled to cover days off of full time or reduced shift employee, not including statutory holiday, vacation, or float days.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer. The Corporation's exclusive rights, powers and authority shall include but not be confined to:
- a. the right to plan, direct, control and alter all operations and the right to designate, establish, revise

or discontinue departments, subject to the express terms of this Agreement;

- b. the right to: make, enforce and alter, from time to time, rules and regulations to be observed by the employees; hire, transfer, promote, demote, classify, assign duties, layoff, retire, recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his/her probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
- c. the right to determine: the work to be done and the methods, techniques, equipment and materials to be used; the bona fide qualifications; the location, work assignments, standards of performance and number of employees required; scheduling; the extensions, limitation, curtailment or cessation of operations or any part thereof;
- d. the right to maintain order, discipline, efficiency and standards of performance; and
- e. the right to determine: the services to be provided; the schedule of hours; the number of shifts; the requirement of a medical examination and the right to request a second opinion if deemed necessary; whether there shall be overtime and who shall perform such work; the number of hours to be worked; starting and quitting times; and generally, the right to

manage the Corporation subject to the express terms of this Agreement.

- 4.02 The Employer shall permit the Union steward(s) and/or the union representative to review current position descriptions, and the text of the current service agreement without the schedules. The Employer agrees to maintain current policy and procedure manuals in the departments.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 Six (6) stewards shall be elected by the employees or, if necessary, appointed, five (5) from the Home and one (1) from Housing. The six (6) stewards shall be the representatives of the employees in the processing of grievances. The union shall notify the Employer in writing of the names of such stewards at the time of their appointment and the Employer shall not be required to recognize any steward until it has been so notified.
- 5.02 One steward shall be given time off to assist an employee in presenting a grievance during working hours under the following conditions:
- a. the presentation must be to the management of the Corporation. Employees having grievances may discuss these with the steward during coffee breaks and lunch periods, but not during working hours except in cases where the circumstances require immediate attention;

- b. the time shall be devoted to the prompt handling of the grievance;
- c. the steward and the employee having the grievance shall obtain the permission of their immediate supervisor or supervisors before leaving their work;
- d. the time away from work shall be reported to the immediate supervisor so that a proper record may be kept;
- e. the Employer reserves the right to limit such time if it deems the time so taken to be excessive;
- f. the chief steward shall be recognized to act in all departments.

5.03 The Employer and the Union shall continue the 50/50 cost sharing of five (5) bargaining committee members. The Union at its discretion may have a sixth (6th) bargaining member and shall pay one hundred percent (100%) of the wage replacement.

5.04 On the second Wednesday of every third month, or on such substituted day as is mutually agreed upon, stewards and representatives of the Employer may meet for up to one (1) hour to discuss items of mutual interest and concern.

The stewards who are to attend must advise their supervisor and a management representative on the Committee of their attendance at least two (2) weeks in advance of the scheduled meeting. The Union Representative may attend. Topics may be suggested by either of the parties and an agenda will be prepared seven

(7) days prior to the meeting. Only those items on the agenda may be discussed, unless otherwise mutually agreed. Prior to the finalization of the agenda, the Union and the Employer will discuss the agenda items. The Committee shall keep minutes of its meetings. A copy of the minutes shall be posted on the designated union notice boards and one (1) copy sent to the Union within two (2) weeks of the meeting. Prior to posting, the parties shall review these minutes. The Union and the Employer will select a representative who will serve as the joint chairpersons of these meetings.

The Union and Employer agree to share the cost of wage replacement for stewards attending employee relations meetings. The Employer will initially pay for the stewards' wages and bill the Union for fifty percent (50%) of the cost of the wage replacement. Only stewards scheduled to work on the day of the employee relations meeting shall be compensated. Should either party cancel the scheduled employee relations meeting without a minimum of one (1) week notice, the party responsible for the late cancellation should pay one hundred percent (100%) of the cost of the wage replacement.

- 5.05 Once every third month 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 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) month ahead of time.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 During this Agreement and while negotiations (including arbitration proceedings) for a renewal Agreement are taking place, the parties agree that the Employer shall not lock out any of its employees and the Union and the employees will not strike, restrict or otherwise interfere with the Employer's operations.

ARTICLE 7 - UNION MEMBERSHIP AND CHECK-OFF

7.01 Neither the Employer 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 Employer and the Union.

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

7.03 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.

- 7.04 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.
- 7.05 The Union and the employees agree that the Employer will be saved harmless for all deductions and payment so made.
- 7.06 The Employer shall remit dues electronically, on an electronic form and shall include on such remittance the following information for each employee:
- a. First and last name;
 - b. Rate of hourly pay;
 - c. Total hours paid for which such deductions are made;
 - d. Dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
 - e. Date of birth;
 - f. Social Insurance Number.
- 7.07 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following:
- a. Complete mailing address;
 - b. E-mail address, if provided;
 - c. Primary telephone number;
 - d. Date of hire;
 - e. Classification.

- 7.08 The Employer shall be saved harmless should an employee not provide updated contact information. This includes current mailing address, email, phone number(s) and emergency contacts.
- 7.09 All contributions and deductions pursuant to Article 19 and Article 24.08 shall be remitted together in the manner described for Union dues as set out in this Article (Article 7).
- 7.10 The total amount of Union dues annually paid by an employee shall be indicated on the employees T-4 slip.
- 7.11 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.
- 7.12 A Union steward or Union representative will have the opportunity to interview each new employee, individually or in a group, within their regular working hours and without loss of pay for any employees involved. The purpose of the interview is to inform the new employee about the Union in the facility, to provide an explanation of the Collective Agreement provisions and expectations. Such interviews shall take place during scheduled orientation and shall not exceed thirty (30) minutes (alternately: fifteen [15] minutes for individuals and thirty [30] minutes for groups).

ARTICLE 8 - MEDICAL EXAMINATIONS

- 8.01 The ultimate goal of the Employer and the Union is the safety and the welfare of the residents. The prevention and containment of infectious diseases which may cause severe illness and high mortality in elderly persons will only be accomplished through constant awareness and practice of hygienic measures.
- 8.02 It is recognized that the Corporation may be subject to legislation and regulations referred to in Article 2.03, which lay down specific requirements regarding medical examinations.
- 8.03 In order to comply with these requirements, the Employer has set out rules and regulations which employees are to follow. A copy of the pertinent rules is given to each employee upon entering the service of the Employer.
- 8.04 When illness develops suddenly at work, the employee shall report to his or her manager or designate before leaving work and, if the manager or designate considers it necessary, the employee shall report to the person responsible for infection control on that shift.
- 8.05 Any employee failing to submit the required medical certificate within one (1) month of written notification may be terminated.
- 8.06 Upon receipt of satisfactory proof of payment by the employee, the Employer will reimburse an employee for one hundred percent (100%), with the proper receipt, of

the cost of obtaining a medical certificate required by the Employer.

ARTICLE 9 - PROBATIONARY PERIOD

9.01

- a. All employees shall serve a probationary period of four hundred and fifty (450) hours worked of employment, exclusive of any long-term illness or injury (including WSIB claims) as defined in Article 13.04, whichever occurs first. Upon completion of the probationary period, an employee shall obtain seniority which shall be calculated from the employee's most recent hiring date.

With the written consent of the Home, the probationary employee and the Union, such probationary period may be extended.

- b. Employees shall not serve more than one (1) probation period.

The parties agree that the trial period set in Article 15.11 is not a probation period and will still apply.

- c. During the probationary period an employee may be disciplined or discharged at the sole discretion of the Employer provided that its discretion is not exercised in a manner which violates the *Human Rights Code*.

- 9.02 All employees shall be periodically assessed in writing by their immediate supervisor during the probationary

period. Such assessments shall relate to work performance and suitability for employment. This assessment will be discussed with and signed by the employee. On or before the expiry date of an employee's probationary period, the Employer shall confirm in writing that the employee has successfully completed his or her probationary period or that the employee is terminated. The Union and the Employer agree, as permitted by the *Labour Relations Act*, that the reduced standard of cause for the dismissal of a probationary employee shall be whether the employee has demonstrated his or her suitability for employment as reflected by the above described assessment process.

- 9.03 Unless specifically stipulated in this Agreement a probationary employee shall not be entitled to any benefits or seniority rights.
- 9.04 The probationary employee shall acknowledge his or her reading of all orientation and familiarization procedures, where available; all required procedure manuals; job descriptions and rules and regulations pertaining to the hired employee by signing a written acknowledgment provided by the Employer.
- 9.05 New employees shall receive at least three (3) days' orientation. RPN's will receive at least four (4) day's orientation. During orientation, the new employee shall work in addition to the regular number of employees. A steward may discuss the length of an employee's orientation period with the employee's supervisor.

- a. During orientation, an employee shall be paid at the student rate.
 - b. Employees designated to train staff on orientation shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours spent training new staff.
- 9.06 New employees shall not work a shift until they have completed their orientation as outlined in Article 9.05. The employee scheduled to be orientated shall be an extra on the floor.

ARTICLE 10 - RATES OF PAY, OVERTIME AND SHIFT PREMIUM

- 10.01 Employees shall be paid in accordance with schedule "A" which is attached to this Agreement and forms a part of it.
- 10.02 The Employer uses a direct deposit payroll system which will ensure the employee's wages are paid directly into each employee's personal account on the applicable Fridays on a biweekly basis. Payroll records will be available electronically. Employees will receive the necessary information to obtain those records upon hire and upon request.
- 10.03 The Employer may establish new classifications within the bargaining unit. If a new classification is established, the Employer shall advise the Union of the classification title and proposed wage rate prior to putting it into effect. If the Union requests within ten (10) days after notification, the Employer shall meet with the Union to

discuss the appropriate rate. Such new classifications and wage rates will be subject to the grievance procedure.

10.04 Work in a different classification

When an employee works in a different classification her rate of pay shall be calculated in accordance with the following:

- a. If the job is a higher rated classification, the employee shall receive the rate for the new position which allows for an increase to her current rate of at least twenty-five cents (\$0.25) per hour.
- b. If the job is a lower rated classification, the employee will receive the rate closest to his or her current rate.
- c. If the job is in a same rated classification, the employee will retain his or her current rate.

10.05 Wage Grid Progression

Employees who successfully posted into a new temporary or permanent position shall be entitled to progress up the wage grid and transfer their accumulated seniority based on the following:

- a. Employees who post into a new classification shall be placed on the wage grid in accordance with Article 10.04 until such time as she has completed a trial period of two hundred and twenty-five (225) hours of job seniority in that new classification.
- b. Where an employee successfully completes the trial period in the position she shall receive full credit for the amount of her job seniority accumulated in her

previous classification and will, if applicable, move to the next step on the pay grid. Movement on the grid from that date forward will proceed in accordance with Schedule A.

- c. Should an employees posting into a permanent position in a new classification also result in a change of departments as defined by Article 14.01 a) said employee will be entitled to transfer her accumulated seniority into the new department upon the completion of the trial period as outlined in Article 15.11.

10.06 An employee who has been called in for work shall be paid for the full scheduled shift if called less than one (1) hour before the start of the shift provided the employee must work at least seventy-five percent (75%) of the scheduled shift.

10.07 When an employee reports for a scheduled or call-in shift and is advised by his/her manager or designate that the shift was double booked, the senior employee shall have the option, at his/her discretion, to remain at work for the entire shift or to go home without pay. If the employee stays and works, he/she shall be paid for the full shift as originally scheduled or called-in.

10.08

- a. Employees shall be paid at the rate of time and one half (1 ½) the employee's regular rate of pay for hours worked in excess of seven and one half (7.5) hours per

day, as well as for all time in excess of seventy-five (75) hours in a two (2) week period.

- b. An RPN who has worked a twelve (12) hour shift shall be paid at the rate of one and a half (1 ½) the employees regular rate of pay for all hours worked in excess of eleven and one half (11 ½) hours per day, as well as all time in excess of eighty and one half (80.5) hours in a two (2) week period.
- c. Overtime rates do not apply when an employee voluntarily requests a change in shift or shifts with another employee.
- d. Employees who work during which the time change from standard to daylight saving time occurs, or vice versa, shall be paid at straight time wages for actual hours worked.
- e. The parties agree that there will be no pyramiding of overtime provisions.

10.09 Overtime shall be calculated to the nearest fifteen (15) minutes.

10.10 Employees called in on their scheduled weekend off shall receive overtime pay.

10.11 Shift Premiums

Each employee shall be paid a shift premium of fifteen cents (\$0.15) for each hour worked during an evening shift.

Each employee shall be paid a shift premium of twenty-five cents (\$0.25) for each hour worked during the night shift.

Weekend Premium

Each employee shall be paid a premium of forty-nine cents (\$0.49) for all hours worked during the weekend. For the purpose of this Article a weekend is defined as all hours worked first shift of Saturday and third shift of Sunday.

10.12 Meal Allowance

Employees who on short notice work a double shift will receive a meal from the Employer at no charge. Where this is not possible the employee will receive a meal voucher. The Supervisor or designate will confirm this with the food service contact as appropriate.

10.13 Night Shift Coverage Heritage Place

Employees scheduled the night shift at Heritage Place will be paid for the full shift at straight time.

ARTICLE 11 - MEAL PERIOD AND BREAK ALLOCATION

11.01 The following rest and meal periods will be provided to employees and shall be included in the employee's regular workday unless other arrangements are agreed to between the employee and the Employer.

Length of Shift	Unpaid Meal Break	Number of Breaks and Length of Paid Break(s)
11.5 hours	One – half hour	Three 15 minute breaks
7.5 hours less than 11.5 hours	One – half hour	Two 15 minute breaks
6.5 hours less than 7.5 hours	One – half hour	One 15 minute break
Over 5 hours less than 6.5 hours	One – half hour	NA
4 to 5 hours	NA	One 15 minute break
Less than 4 hours	NA	NA

11.02 The break periods shall not be interrupted except in case of emergency. An employee who is prevented from taking his/her scheduled break(s) due to interruption shall report to the department manager or designate prior to missing the scheduled break(s). In the event it cannot be rescheduled the employee shall be paid at overtime rates for the time spent working during the break period(s).

ARTICLE 12 - HOURS OF WORK, WORK SCHEDULES AND CALL-INS

12.01 Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week or of days of work per week.

12.02 A new employee shall be deemed hired for all shifts unless mutually agreed to in writing.

12.03 Full-Time

- a. The normal hours of work for full-time employees shall be thirty-seven and one half (37.5) hours per week or seventy-five (75) hours in a two (2) week pay period. The normal daily full shift shall be eight (8) hours inclusive of a one-half (1/2) hour unpaid meal period.

The normal hours of work for an RPN in a twelve (12) hour position shall be seven (7) shifts every two (2) weeks equaling eighty and one half (80 ½) hours bi-weekly. The normal daily full shift shall be twelve (12) hours inclusive of a one half (1/2) hour unpaid meal break.

- b. Full-time employees shall be scheduled every second (2nd) weekend off, unless agreed to otherwise.

12.04 Part-Time

The schedule will be made available to the Union Steward prior to posting.

- a. The Employer will schedule part-time employees by seniority as per Article 3.11. The normal shift for part-time employees shall vary from a minimum of three (3) hours to a maximum of twelve (12) hours. A twelve (12) hour shift shall include one half (1/2) hour unpaid meal period.

- b. Part-time employees who have been hired for all shifts in accordance with Article 12.02, will be scheduled every third (3rd) weekend off, unless agreed to otherwise. The Employer will endeavour to provide a greater entitlement to weekends off but this shall not be interpreted to require the working of overtime or the hiring of additional staff. Individual shifts that become available prior to the schedule being posted shall be assigned to part-time in order of descending seniority.
- c. Employees regularly scheduled less than seventy-five (75) hours bi-weekly may elect to work Casual in one (1) department other than their primary department. It is understood that their first commitment is to scheduled shifts from their primary department. Casual shifts accepted will not be subject to overtime premiums.

Employees who accept temporary full-time positions, scheduled seventy-five (75) hours or more, will not be permitted to continue to work the casual position. Upon the acceptance of a temporary full-time posting the employee will be removed from the casual call-in list where they are working. The seniority accumulated in that casual position will be frozen and retained. The employee shall retain the right to return to their former casual position with accumulated seniority upon the completion of the temporary position.

An employee working in one department and is hired in another department casual will be paid at the start

rate and the rate will be adjusted as per the seniority accumulated in the other department.

- 12.05 Employees shall be able to take their breaks in a room set aside for that purpose. The Employer will endeavour to schedule rest breaks at approximately the mid-point of each half (1/2) shift. Employees on a short shift of at least four (4) hours shall have one (1) break of fifteen (15) minutes.
- 12.06 No employees shall be scheduled to work more than two (2) different shifts in any one (1) week as defined in Articles 3.14, 3.15 and 3.16 unless he/she requests it otherwise in writing. Employees shall have a break of at least twelve (12) hours between scheduled shifts.
- 12.07 An employee shall not be scheduled for or work more than five (5) consecutive days, unless he/she requests it in writing.
- 12.08 The Employer will continue the present pattern of shifts known as the master schedule, but the Employer may change the master schedule after consultation with the Union. The Employer shall then give four (4) weeks' notice of the implementation of the change in the master schedule to the employees and the Union.
- 12.09 Schedules will be posted ten (10) days in advance for a four (4) week period. Special requests may be submitted one (1) week prior to posting. No changes shall be made in the schedule after it has been posted, unless there is agreement between the employees and the Employer.

12.10 An employee who requires a change of a scheduled shift in accordance with Article 12.10, must submit a completed request form to his/her Manager no less than four (4) days prior to the requested change. The request for such change shall be subject to signed approval by the Manager.

Such requests shall be done through;

- a. a shift exchange form co-signed by the employee willing to exchange shift(s).
- b. a day off request form co-signed by another suitable qualified employee willing to work the shift. The replacement employee shall not be entitled to overtime pay for such work. This provision shall not be used by an employee to reduce his or her normal scheduled hours of work on a regular basis.
- c. An employee requesting an exchange will be limited to the shift exchange option twice (2) per scheduling period.

12.11 **Job Share**

The total hours worked by job share partners shall equal fourteen (14) shifts and the division of these hours shall be determined by agreement between the two (2) employees.

Full-time employees may apply for a Job Share Partnership. If approved the job share partner position shall be posted in accordance with Article 15.

Note: the partnership will be one (1) full-time employee and one (1) part-time or casual employee.

The employees shall advise their manager in writing of their schedules at least one (1) week in advance of the posted schedule. Such written notification shall indicate each partner's two (2) days off per pay period.

A vacancy in a job share partnership would cause the partnership to be dissolved and partners would revert to their respective positions.

All job share postings shall be subject to the two hundred and twenty-five (225) hour trial period as outlined in Article 15.11.

The status of job share partnerships shall be reviewed as required. The terms of reference for the review process shall be the criteria as outlined in Article 15.11 a) and b).

Such partnerships may be dissolved as per 13.01 b) and 15.11.

Job share partners must first try to arrange shift changes with their partner before using the provisions of 12.10 a) and b).

Job share partners will make every reasonable effort to cover for their job share partners for weekend coverage. When the job share accepts their partner's shift, it does not qualify for overtime rates. Overtime will only apply as per Article 10.08.

The Employer in consultation with the Union will endeavour to create additional job share partnerships provided that these partnerships do not require an increase in staff complement.

12.12 Unless otherwise agreed, in writing, between the Employer and the employee, each part-time employee and those working on a job share shall be available for call-in on any shift unless the employee is scheduled to work the shift. A part-time or job share employee who regularly refuses or is unavailable for a call-in shift in accordance with Article 12.13 e) is subject to discipline.

12.13 For the purpose of call-in, each department will maintain an up-to-date call-in roster(s) for each classification, which lists the department's part-time and job share employees, in descending order of seniority. Casual employee availability shall be clearly indicated by the Manager on the call-in roster or schedule. An employee must provide one primary telephone number for call-ins. Call-ins will be made using the primary number provided once only. If there is no answer the next name will be called.

Full-time employees working a reduced schedule have the option of being added to a departments call-in roster and shall be called in order of seniority after the part-time call-in roster has been exhausted.

Call-ins shall commence with the person listed below the last person to accept a call-in and calls will be made in

rotation through the list. The Employer or designee shall document the result of each call made.

The Employer shall by-pass on the list an employee who:

- a. is already scheduled to work on that day;
- b. if a job share refuses to pick up a shift for their job share partner they will be by-passed for the call-in at overtime rates for that shift;
- c. would be eligible for overtime rates of pay for the call-in; or
- d. would likely become entitled to overtime pay for the pay period because of the total number of hours worked or to be worked in that pay period.
- e. Employees will be expected to accept a minimum of six (6) call-in shifts within a three (3) month period.

Overtime opportunities will be offered by seniority on a rotational basis.

The parties agree that once a call-in is offered and accepted by the employee the vacancy is considered filled and the call-in process is completed. No changes shall be made to that accepted call-in shift without mutual agreement.

12.14 Casual

- a. Casual employees must provide their department manager with a report of their availability to work two (2) weeks in advance of each schedule being posted, with the requirement that they will be available for at least two (2) weekends per schedule and be available

for a least two (2) more dates in the schedule period. The availability of shifts must be a mix of two (2) types (day, evening, or night) of shifts.

Casual employees will be required to work a mix of days, evening and night shifts as per Articles 12.02 and 12.06.

- b. A casual employee will be terminated should he/she neglect to submit their availability in accordance with 12.14 (a) on three (3) occasions.
- c. A casual employee who fails to work three (3) times in the schedule period for which he/she has indicated availability or they are inactive for a period of three (3) months shall lose his/her employment status, except where such absence is a result of personal illness or injury, substantiated by a medical certificate or death of a parent, spouse or child.

12.15 It is understood that at the beginning of each shift in the Resident Care department, there may be additional time required for reporting which shall be considered as part of the normal daily shift and for which no compensation shall be payable unless the time required exceeds ten (10) minutes, in which case, the employee shall be paid a minimum of fifteen (15) minutes overtime.

12.16 Full-time employees may apply to reduce their scheduling to eight (8) shifts per pay from ten (10), subject to the following departmental limits:

Classification/Department	
PSW (HCA)	12
RPN	2
Food Services	2
Housing Accommodations	1
Environmental	3
Program and Support Services	1

Drop shift opportunities shall be posted and awarded in accordance with Article 15.01 and 15.02. In the event there are no applicants during the posting period, the drop shift opportunity shall be awarded to the first (1st) written request from a qualified applicant.

12.17 The Employer in consultation with the Union will consider to create additional drop shift opportunities. All drop shift opportunities shall be posted in accordance with Article 15.

12.18 Drop shift opportunities shall be administered in the following manner:

- a. A reduction to an eight (8) shift position is valid for a one (1) year period and may be reviewed annually subject to the provisions of Article 15.11 a) and b).
- b. In departments that operate on a shadow system the dropped shifts shall be added to the part-time employee's shadow position to form a six (6) shift part-time position. This position shall be posted and awarded on a temporary basis to the most senior qualified applicant. In departments not operating a

shadow system the dropped shifts will be assigned to part-time staff in accordance with Article 12.04 a).

- c. In the event that the full-time employee elects to return to the ten (10) shifts or the full-time position is permanently vacated the dropped shifts shall be returned to the full-time position as outlined in Article 12.19. This reduction of two (2) shifts from the part-time shadow position shall not be considered a layoff and the effected part-time employee will not be entitled to utilize the bumping provisions of the collective agreement.
- d. Once a member has elected to return to their ten (10) shift position as outlined in Article 12.19, they may not reapply for a reduction to eight (8) shift position until it has been offered to other staff through the posting procedure.

12.19 In the event of a drop shift, affected employees shall be provided with a full eight (8) weeks' notice period.

Any permanent full-time shift employee who is administering the drop shift opportunity will be required to give the following notice period:

- a. The Permanent full-time employee who elects to drop to a eight (8) shift position will be required to give their supervisor a minimum of eight (8) weeks' notice; or
- b. The Permanent full-time employee who elects to return to the ten (10) shifts will be required to give their supervisor a minimum of eight (8) weeks' notice.

Any shadow position employee who is affected by the drop shift will be given a full eight (8) weeks' notice period for both a) and b) scenarios.

12.20 Call-in Process

For the purpose of call-in, each department will maintain an up-to-date call-in roaster(s) for each classification, which lists the department's part-time and job share employees, in descending order of seniority.

- a. Casual employee availability shall be clearly indicated by the Manager on the call-in roster or schedule.
- b. An employee must provide one (1) primary telephone number for call-ins.
- c. Call-ins will be made using the primary number provided once only. If there is no answer the next name will be called.
- d. Full-time employees working a reduced schedule have the option of being added to a departments call-in roster and shall be called in order of seniority after the part-time call-in roster has been exhausted.
- e. Call-ins shall commence with the person listed below the last person to accept a call-in and calls will be made in rotation through the list. The Employer or designee shall document the result of each call made.

The Employer shall by-pass on the list an employee who:

- i. is already scheduled to work on that day;

- ii. if a job share refuses to pick up a shift for their job share partner they will be by-passed for the call-in at overtime rates for that shift;
- iii. would be eligible for overtime rates of pay for the call-in; or
- iv. would likely become entitled to overtime pay for the pay period because of the total number of hours worked or to be worked in that pay period.
- v. Employees will be expected to accept a minimum of six (6) call-in shifts within a three (3) month period.

The parties agree that once a call-in is offered and accepted by the employee the vacancy is considered filled and the call-in process is completed. No changes shall be made to that accepted call-in shift without mutual agreement.

When the Employer determines that overtime is necessary, it will be offered to all employees based on classification seniority. Call-ins shall commence with the person listed below the last person to accept a call-in and calls will be made in rotation through the list. The Employer or designee shall document the result of each call made.

The calculation of seniority shall be in keeping with the seniority calculation in Article 14.01 b).

The Employer will bypass on the list an employee who:

- Has made themselves unavailable, or
- Has refused the shift at the regular hourly rate.

When all efforts to replace the shift have failed staff who have worked that same day may be called.

ARTICLE 13 - ABSENCE FROM WORK AND REPORTING

13.01

- a. An employee who is off work or unable to report for work due to illness or injury must notify his/her manager or designate of the reason(s) for the absence from work and probable duration.
- b. Where a job share partner is going to be absent he/she will notify his/her partner to cover his/her shifts to the requirement of ten (10) shifts in a pay period. The absent partner will also notify the Employer to report absence in accordance with Article 13.02 and advise whether their job share partner is covering the shift.

In the event that the job share partner is unable to cover the shift, the absent partner shall notify the Employer and the call-in procedure shall take place.

If a job share partner consistently refuses to cover for their partner, they may be subject to discipline and/or the job share partnership may be dissolved.

- 13.02 If an employee is unable to report work, he or she shall give his or her supervisor or the person designated by the Employer a minimum of three (3) hours notice. In cases of shifts commencing between 5:00 a.m. and 9:00 a.m. this time element shall be a minimum of two (2) hours. If notice is not given within the required time, the employee

shall not be entitled to his or her sick pay for any day on which adequate notice is not given.

- 13.03 An employee who is off work due to illness or injury for a short-term must notify the Employer eight (8) hours in advance of his/her first scheduled return to work shift that he/she will or will not return to work. Short-term absence for the purpose of this Article shall mean less than four (4) calendar days.
- 13.04 An employee who is off work due to illness or injury for a long-term absence, must inform the Employer forty-eight (48) hours in advance of his/her scheduled shift that he/she will return to work. Long-term absence for the purpose of this Article shall mean four (4) calendar days or more.
- 13.05 Every employee may be required to obtain a medical certificate and/or functional abilities form (FAF) upon return to work after an illness which lasts longer than four (4) days. The Employer may require a medical certificate and/or functional abilities form (FAF) on the first (1st) day of an illness if an employee abuses sick day provisions outlined elsewhere in this Agreement.

The Employer shall reimburse the cost of the medical certificate and/or functional abilities form (FAF) as requested for reasons other than where the Employer can demonstrate a pattern of abuse for an employee in the taking of sick time, in which case the employee is

responsible for the cost of the medical certificate and/or functional abilities form (FAF).

In order to receive the reimbursement the employee must provide proof of payment and the note must include the date, the visitation date, the employees name, the first day of illness/disability, the expected date of return (if known), and certify that the employee was unable to carry out his/her duties due to illness and/or disability.

- 13.06 During a long-term absence, the employee must provide his/her manager not less than once a month with updated notes from his/her physician and communicate directly with the Employer. Such updated notes shall be eligible for reimbursement in accordance with Article 8.06.

ARTICLE 14 - SENIORITY AND LAY-OFFS

- 14.01 Seniority is the ranking of employees in accordance with their length of employment with the Employer since their last date of hire subject to the following conditions:

- a. Seniority of employees shall be recognized within their respective departments.

Departments are defined as:

1. Food Services
2. Resident Care
3. Facilities and Environmental Services
4. Program Support and Volunteer Services
5. Housing Accommodations

- b. Seniority shall be calculated in hours worked and eighteen hundred and seventy-five (1875) hours shall equal one (1) year. Hours worked shall include all hours worked and paid for as well as vacation time and paid holidays.
- c. During pregnancy and parental leave, seniority hours shall accumulate at the same rate as during the six (6) months prior to the commencement of leave.
- d. For the purpose of vacation entitlement only, seniority shall run from the employee's last date of hire.

14.02 The Employer shall maintain a seniority list and make copies available to the Union on January 1, and July 1 of each year.

This seniority list shall include seniority hours, date of hire and status.

14.03 An employee's name shall be placed on the seniority list following the completion of his/her probationary period.

14.04 An employee's seniority rights shall cease to exist and the employee shall be deemed to have terminated his or her employment with the Employer if the employee:

- a. resigns;
- b. is discharged and such discharge is not reversed through the grievance procedure;
- c. fails to report on the first day following the expiration of an approved leave of absence unless a reasonable explanation is given to the Employer;

- d. is laid off for a continuous period of more than twelve (12) months;
- e. has been absent for two (2) consecutive working days without having notified the Employer, unless a reasonable explanation is given to the Employer;
- f. retires;
- g. is off work due to leave of absence resulting from disability for a period consistent with current Human Rights jurisprudence.
- h. fails to notify the Employer of his or her intention to return to work within forty-eight (48) hours of being notified of recall from lay-off or fails to return to work within two (2) calendar days (seven [7] calendar days if employed elsewhere) after indicating his or her intention to return to work. An employee shall be deemed to have been notified of recall at 12:00 noon on the second day following the posting of a registered letter to that effect addressed to the employee's most recent address on the Employer's files. It shall be the responsibility of the employee to keep the Employer informed of his or her current address;
- i. engages in gainful employment elsewhere while on leave of absence without the consent of the Employer.

14.05 Seniority shall be retained but shall not accumulate while on approved leave of absence.

14.06

- a. Employees may only apply for positions outside the bargaining unit for another position within the

Corporation that are of a minimum eight (8) weeks duration (or for shorter duration with the express agreement of the Union.) Any employee who leaves the bargaining unit for another position with the Corporation, shall retain (but not accumulate) his/her seniority for a period equal to his/her seniority, but not exceeding one year.

Bargaining unit employees who accept a position with the corporation that is outside of the bargaining unit for a period of eight (8) weeks to a maximum of eight (8) months will retain their right to return to their former position.

Employees working outside the bargaining unit for a period in excess of eight (8) months up to a maximum of twelve (12) months may retain their seniority but can only return to the bargaining unit through the job posting procedure.

Any employee assuming a temporary supervisory position shall not be involved in hiring, discipline (including investigations), and or job or performance evaluations involving employees of the same or higher classification.

- b. An employee who has accepted a temporary position outside the bargaining unit and wishes to accept a position in the bargaining unit must start the position on the next regular schedule, or when the vacancy is created, whichever is the later.

- 14.07 Notice of lay off shall be in conformity with the *Employment Standards Act*.
- 14.08 In the case of layoffs, the Employer will recognize the seniority standing of each employee as the continued performance of her work permits. Ability to perform available work being relatively equal in the Employer's judgment, seniority shall prevail so that the employee having the highest seniority shall be laid off last and recalled first.
- 14.09 An employee whose position is subject to layoff or reduction in hours shall have the right at the employee's option to either:
- a. accept the layoff or reduction or
 - b. displace an employee under the provision of Article 14.12.
- 14.10 An employee will have twenty-four (24) hours following formal notification to indicate their choice. The formal notification shall identify the management designate to which the employee shall reply. Failure to indicate within the above time limit will be deemed to mean that the layoff or reduction is accepted.
- 14.11 Under no circumstances may a part-time employee displace a full-time employee through a bumping process.
- 14.12 An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority,

provided she has the qualifications, experience, ability and performance as required to perform the work.

An employee to be laid off and an employee to be affected by a lay off shall have the right to use their department wide seniority to displace a less senior employee, by classification first, then department with a relatively equal number of regularly scheduled hours (that is not more than five (5) hours bi-weekly than his/her regularly scheduled position) provided he/she possess the qualifications, experience, ability and skills for the satisfactory performance of the job.

The laid-off employee shall first attempt to displace a less senior employee within his/her classification. If there is no less senior employee in his/her classification, the laid off employee may displace a less senior employee in his/her department. If there is no less senior employee in his/her department, the laid off employee may displace a less senior employee in any of the other departments listed in Article 14.01 as long as he/she possesses the qualifications, experience, ability and skills for the satisfactory performance of the job.

Laid-off employees who exercise their seniority rights to displace a less senior employee in a different classification or department shall be subject to a two hundred and twenty-five (225) hour trial period in accordance with Article 15.11. In the event that the employee feels he/she is not suitable for the position or the Employer demonstrates that the employee fails to

meet the required qualifications, responsibilities or standards for the position the employee shall be laid-off with no further bumping rights.

- 14.13 No new employee shall be hired to the affected classification until all those laid off have been given an opportunity to return to work according to the terms of the collective agreement and have failed to do so, or in accordance with Article 14.04, have lost their seniority and were deemed terminated.

An employee shall have the opportunity to recall from a layoff to an available opening, in order of seniority, provided she has the qualifications, experience, ability and performance as required to perform the work.

- 14.14 A grievance pertaining to a layoff may be submitted by the affected employee of step 2 of the grievance procedure.

ARTICLE 15 - JOB POSTING AND APPOINTMENT

15.01

- a. The Employer shall post, within seven (7) days, all vacancies in the bargaining unit that are expected to be for a period of four (4) weeks or longer and concurrently provide copies to the Union and Department Stewards.
- b. The posting shall indicate the job classification, job description, the approximate starting date, the shift or shifts to be worked and whether the position is full-

time or part-time, or job share and whether the position is permanent or temporary.

15.02 Applicants From Within The Department

In cases of postings or appointments, the following factors shall be considered by the Employer:

- a. seniority
 - i. For the purpose of job postings and appointments, seniority calculations shall be the number of hours of an individual employee as of the last pay period recorded.
- b. qualifications, experience, ability, and performance

When the factors in (b) above are equal, factor (a) shall govern provided the employee so selected meets the minimum requirements for the satisfactory performance of the job.

- c. It is understood that an employee may not be considered for a vacancy that would be defined as a lateral move.

A lateral move is defined as having the same weekend schedule or using the posting procedure to change work assignments or work location.

Requests for a change in work location or work assignments may be considered by the Employer in keeping with Article 4.01 c.

15.03 Temporary positions that go beyond a twelve (12) month period shall be deemed permanent unless otherwise agreed to in writing by both parties. This does not apply in situations where an employee is away from work longer than twelve (12) months and the position is being replaced on a temporary basis.

15.04 "**Qualifications**" in Article 15.02 (b) means that the applicant must have the mandatory academic or professional qualifications as determined by the posting.

15.05 **Applicants From Outside the Department**

Where there is no successful bargaining unit candidate from within the department, as defined in Article 14.01 (a), then priority consideration for interviewing shall be given to resumes submitted for the posting by bargaining unit applicants from other departments in accordance with Article 15.02. Such consideration shall look at the qualifications, experience, ability, and performance of the applicants.

15.06 If a vacant position cannot be filled with employees that are employed, the Employer shall give preference to an employee on lay-off provided that employee is qualified and suitable to perform the work.

15.07 Vacant positions shall be posted for at least six (6) consecutive days on posting boards located at the Home, at Heritage Place and at The Terraces.

Resulting vacancies shall not be posted for one (1) week after the initial vacancy is filled.

For the Resident Care Department the following process will occur:

- a. A note of available appointments shall be posted on the posting board outside the staff room at the Home only.
- b. The posting for appointments shall be up for three (3) business days before being removed.
- c. Staff who are interested in such appointments shall submit a completed Resident Care department appointment form with their listed request(s) to the Resident Care Administrative Assistant by the date and time specified.

15.08 Applicants must submit an internal application form into the posting box by the closing date and time to indicate that they are interested in the vacant position. The Employer may fill the vacancy on a temporary basis until a permanent candidate has been selected. The guiding factors in selection will be in accordance with Article 15.02.

15.09

- a. Internal applicants for a posted position within the bargaining unit shall be notified in writing within seven (7) days of closing and the successful candidate's name shall be noted on the posting within ten (10) days of closing.
- b. The parties agree that if a job posting is awarded to an employee and he/she subsequently refuses to accept the position the posting will be awarded to the next

qualified candidate. Once accepted the position will be considered filled.

- c. The successful candidate to a job posting or appointment will:
 - i. start the position as per the start date indicated on the posting or immediately after returning from vacation or approved leave or absence;
 - ii. be required to vacate any temporary posting they are currently working;
 - iii. be prohibited from re-posting into the temporary position they vacated until such time as the vacancy has been posted and offered and declined by other qualified candidates;
 - iv. be accountable for such acceptance unless she/he exercises her/his rights in accordance with Article 15.11.

15.10 The posting procedure set out in this Article shall apply to the initial vacancy and one resulting vacancy. Any subsequent vacancies shall be filled by the Employer based on the criteria set out in Article 15.02.

15.11 The successful applicant to a job vacancy will be placed in the new position for a trial period of two hundred and twenty-five (225) hours. The position shall become permanent after the trial period unless:

- a. the employee feels that he/she is not suitable for the position and wishes to return to his/her former permanent position; or

- b. the Employer demonstrates that the employee fails to meet the required qualifications, responsibilities, or standards for the position, as defined during orientation, and therefore requires that he/she return to his/her former permanent position.

In the event of (a) or (b) above, the employee will return to his/her former permanent position and rate of pay without loss of seniority. Any other employee promoted or appointed as a result of the rearrangement of positions shall also be returned to his/her former permanent position and/or rate of pay without loss of seniority.

- 15.12 An employee selected by the Employer to fill a temporary position of less than four (4) weeks shall be returned to his or her former shift and area of work after completion of the temporary assignment without loss of seniority. The guiding factors for this selection will be in accordance with Article 15.02. Employees who voluntarily post into a temporary position of more than four (4) weeks may be returned to their former shift and area of work but, in any event, without loss of seniority.

ARTICLE 16 - VACATIONS AND VACATION PAY

- 16.01 In accordance with Article 14.01 (d) upon the completion of each twelve (12) months of employment an employee is entitled to vacation in accordance with the following table. For the purpose of this Article the last date of hire with the Employer shall be referred to as anniversary date. Vacation pay shall be paid at the percentage (%) of wages

(excluding vacation pay) earned by the employee during the twelve (12) months for which the vacation is given.

# of Years	Weeks Vacation	Vacation Received	Begin to Earn Vacation Pay
1	2	4%	4%
2	2	4%	4%
3	3	4%	6%
4	3	6%	6%
5	3	6%	6%
6	3	6%	6%
7	3	6%	6%
8	4	6%	8%
9	4	8%	8%
10	4	8%	8%
11	4	8%	8%
12	4	8%	8%
13	4	8%	8%
14	4	8%	8%
15	5	8%	10%
16	5	10%	10%
17	5	10%	10%
18	5	10%	10%
19	5	10%	10%
20	5	10%	10%
21	5	10%	10%
22	5	10%	10%
23	6	10%	12%
24	6	12%	12%

25	6	12%	12%
26	6	12%	12%
27	7	12%	14%

16.02

- a. Vacation pay shall be banked on the pay period following the anniversary date and shall become available to employees for use when the vacation is taken.
- b. Employees may request in writing for vacation pay for vacation taken in the pay period of the employee's anniversary date. Such request shall be submitted to the manager at least one (1) week prior to the pay day affected.
- c. Vacation time is not cumulative and must be taken within the vacation year.
- d. Any vacation monies left in the vacation bank after all entitled vacation time has been taken will be paid out within two (2) weeks of the employee's anniversary date.
- e. Employees who have exhausted vacation money available will not be required to take vacation time off.

16.03 Vacation earnings shall remain in the bank until the applicable anniversary date.

16.04 On a date after February 1st and before March 1st the Manager or designate will meet with the Union representative or designate and vacation requests made by the employee will be considered.

The agreed date will be communicated to the employees with a notice period of no less than two (2) weeks.

Seniority used for choosing the vacation periods shall be as the seniority posted in January immediately preceding the vacation booking period.

On the agreed date, all employees will have booked time to request vacation periods. This shall be completed in person (or by phone) or in writing on a form prescribed by the Employer.

Employees who do not attend their booked time slot on the agreed date or do not submit vacation requests on the agreed date will forfeit their ability to book vacation and will only be able to utilize vacation as per Article 16.05.

All approved vacation will be confirmed in writing and the completed vacation schedule will be posted identifying all approved vacations booked.

Note: The process above will only deal with weekly blocks vacation requests and booking. Individual vacation day requests days will be reviewed no later than March 15th.

16.05 On January 1 of each year, the Employer shall post a blank vacation working schedule calendar covering March 1 in the current year through February 28 (29) in the following year, for staff to indicate to coworkers their vacation preferences. By February 1, each employee shall submit a vacation request form to his/her manager, to request

when he/she would like to have his/her vacation during this period.

16.06 The completed vacation schedule shall be determined by the Employer and posted on or before March 1. Such schedule shall be dated and signed by the manager/supervisor.

- a. After February 1st an employee shall normally give a minimum of two (2) weeks' notice prior to the posting of the schedule of his/her desire for vacation. Such requests may be on a first come first serve basis and will be signed back to the employee and as such the manager will note on the vacation request form whether the request has been approved or not approved within two (2) weeks of requests after March 1st. The guiding factors shall be the availability of qualified staff, seniority and family circumstances.
- b. Prior to posting, the Employer will make available to the Union a copy of approved vacation and requests denied for possible input.
- c. If no preferences are submitted by the full time employees before February 1st, his/her vacation will be allotted by the manager/supervisor for a minimum of two (2) weeks per calendar year as per Employment Standards on the basis of departmental convenience only.
- d. When a vacation period has been scheduled for an employee other than at a time requested by the employee, the employee may request a change provided that not less than two (2) weeks' notice is

given prior to the posting of the relevant work schedule.

- e. Employees shall not normally be permitted to take a block of more than two (2) weeks' vacation during prime vacation period (June through August) until each department employee has first had an opportunity to schedule his/her vacation during this period.
- f. An employee shall be permitted to use his/her seniority to schedule vacation time during the Christmas holiday period, but not in two (2) consecutive years.
- g. The Christmas holiday period is defined as the period between December 15 and January 5.
- h. Vacation shall not be changed except with the consent of the Employer and the employee concerned.

16.07

- a. The Employer maintains the right to reasonably limit the number of employees off on vacation within each department at any one time.
- b. In departments where coordinators are not replaced during vacation, those coordinators shall not be counted in the vacation number allotment.

16.08 An employee shall indicate on the Time-off Request form the vacation days and hours of vacation pay they are requesting. No employee may continue to work and draw vacation pay in lieu of taking vacation.

16.09 Vacation pay shall be paid on the employees regular pay day for the vacation period scheduled.

16.10 Employees shall be permitted to take one (1) week (For employees with 4 weeks or more of vacation - two (2) weeks) of their vacation in separate days (i.e. actual work day) which may not be taken during peak vacation time June through August and December 15 through January 5 however, they may be granted at the discretion of the supervisor.

Full week vacation requests will be given priority over single vacation day or lieu day requests provided they are submitted as per Article 16.04.

16.11

- a. Vacations may be taken in one (1) week periods at any time through the anniversary year. For the purpose of this Article a vacation week shall mean seven (7) consecutive days beginning on a Monday.
- b. Return to work after an approved vacation will be in accordance with Article 12.03 (b) and 12.04 (b).

ARTICLE 17 - PAID HOLIDAYS

17.01 The Employer shall pay time and a half (1 ½) to the employees who work on a statutory holiday when the majority of the hours worked (over fifty percent [50%]) falls on the statutory holiday.

- a. Employees qualify according to the criteria found in Article 17.02 shall be entitled to the following statutory holidays. Qualified employees can be full time, part time or casual. As per Employment Standards such employees do not have to serve a probationary period to be paid holiday pay. For such holidays, qualified employees shall be paid holiday pay at their regular rate for up to seven and one-half (7.5) hours. Holiday pay will be based on the Employment Standards Act as amended from time to time.

Holiday pay for an RPN who had posted into a twelve (12) hour position will be based on the employee's paid hours in the four (4) weeks immediately preceding the holiday divided by one hundred and sixty one (161) times eleven and one half (11 ½).

1. New Year's Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day (July 1st)
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Christmas Day
10. Boxing Day

17.02 In order to qualify for the above holidays, employees must meet the following requirements:

- a. have completed his or her last scheduled shift before the holiday and his or her first scheduled shift after the holiday (as per Employment Standards). This restriction shall not apply if the employee excused in writing by his or her Manager.
- b. fail without reasonable cause to work their entire shift on the paid holiday if they agreed to or were required to work that day.

17.03 When an employee, who qualifies for a paid holiday, works on the paid holiday he/she will:

- a. Be paid at the rate of one and one-half (1 ½) times the regular rate for each hour worked, and
- b. Receive holiday pay, and
- c. After the date of the holiday, receive another day off in lieu without pay, on a date that is agreed to between the employee and the Employer.

17.04 When a paid holiday occurs on an employee's regular day off or during the employee's vacation period, the employee will:

- a. receive an additional day's pay, and
- b. after the date of the holiday, receive another day off in lieu without pay, on a date that is agreed to between the employee and the Employer.

17.05 Days off in lieu cannot be accumulated from one (1) year to another, with the exception of lieu days resulting from Christmas and Boxing Day, which must be taken within sixty (60) days. Ordinarily lieu days may not be taken

between December 15 and January 5 however, they may be granted at the discretion of the supervisor.

17.06 No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday, he or she shall only receive holiday pay.

17.07 An employee may be scheduled to work on two (2) consecutive days, one of which will be Christmas Day of one year or two (2) consecutive days, one of which will be New Year's Day of the next year, but not both of these during the same holiday season unless the employee consents.

Employees who are booked off shall have two (2) consecutive days off. This may include a regular scheduled day off.

If an employee has worked on Christmas Day, the Home shall make every effort not to schedule her Christmas Day the following year. If, in the resultant schedule, some employees have both holidays scheduled off, these shall be the senior employees in the department.

In order to meet this requirement, this may affect the Master Schedule during this holiday period.

17.08 Job share partners shall have the right to determine which partner works on a scheduled paid holiday. The Employer shall make that determination for any job share partners who fail to notify the Employer of their determination at least two (2) weeks before a posted schedule.

17.09 After the completion of his or her probationary period, full-time employees shall receive two (2) floating holidays per calendar year and part-time employees (except for students) shall receive one (1) floating holiday per calendar year.

- a. Floating holidays cannot be accumulated from one year to another and shall be scheduled by agreement between the employee and his or her Manager. Float holidays may not be taken between December 15 and January 5.

Where an employee has not scheduled their float holiday by September 15th, the Employer will schedule the day and notify the employee of that day.

- b. An employee shall give four (4) days notice of his or her desire to take a floating holiday.
- c. Employees with twelve (12) years seniority or more, shall be entitled to one (1) additional float holiday.

ARTICLE 18 - BENEFITS

18.01 Full-time Employees

In order to protect the employees and their families from the financial hazards of illness or accident, and to provide the employees the negotiated benefits. The Employer agrees to pay one hundred percent (100%) of the premium cost of the following benefits for all full-time employees who have completed their probationary period.

Job-share employees

Benefits for job share partners shall be seventy percent (70%) paid by the Employer and thirty percent (30%) paid by the employee for all benefits except for Life Insurance and Accidental Death and Dismemberment which shall be one hundred percent (100%) paid by the Employer. Pension Plan contributions shall be in accordance with full-time requirements.

Part-time Employees

For part-time employees who have completed their probationary period, the Employer agrees to pay one hundred percent (100%) of the premium cost of a Group Life Insurance and Accidental Death and Dismemberment benefit as described in Article 18.01(a).

The Employer agrees to pay fifty percent (50%) of the premiums for an extended health care plan, as described in Article 18.01(b), weekly indemnity plan, as described in Article 18.01 (c), and a basic dental plan, as described in Article 18.01 (d), for each employee, except for students.

Drop-shift employees

The parties agree that full-time employees that opt to drop two (2) shifts will pay twenty percent (20%) of the premium cost of the applicable benefit plan. The Employer will pay eighty percent (80%) for such employees.

18.02 Benefit Coverage

- a. Group Life Insurance and Accidental Death and Dismemberment in the amount of thirty thousand dollars (\$30,000). The Group Life Insurance plan shall provide for the payment of ten thousand dollars (\$10,000) upon the death of a spouse and the payment of five thousand (\$5,000) for each dependent child and one thousand dollars (\$1,000) for infant (0-13 days).
- b. Extended Health Care Plan including a Drug Plan with a drug card providing ninety percent (90%) reimbursement for prescriptions drug costs and ninety-five percent (95%) at preferred providers, a vision plan to provide two hundred and fifty dollars (\$250.00) in a twenty-four (24) month period and every twelve (12) months for children under 17, four hundred and fifteen (\$450.00) maximum coverage for various practitioners, \$15,000 yearly maximum for private duty nursing, five hundred (\$500.00) every five (5) years for hearing aides and out of country medical coverage up to \$1 million per trip.

Effective April 1, 2025, vision will increase to three hundred dollars (\$300.00).

Effective the start of the first month after ratification, include Psychologist, Psychotherapist, or Social Worker allowance of five hundred and fifty dollars (\$550.00) per year for mental health services.

- c. A weekly indemnity plan that provides coverage on the first day of disability due to accident or the eighth day

of disability due to illness. Benefits will be paid, based on the employee's regularly scheduled hours, for up to a maximum of seventeen (17) weeks. Accidents or sickness which are covered by the *Workplace Safety and Insurance Act* or similar legislation are excluded.

- d. Basic dental plan B, providing one hundred percent (100%) insurance based on the current ODA fee schedule, to a maximum of twelve hundred and fifty dollars (\$1,250) per calendar year.

Effective April 1, 2025 this amount will increase to fifteen hundred dollars (\$1,500.00) per calendar year.

- e. Effective January 1, 2018, semi-private insurance will be deleted.

18.03 If a part-time or casual employee is awarded consecutive temporary full-time posting, his/her regularly scheduled hours for benefit purposes shall be equivalent to the regularly scheduled hours of the full-time employee being replaced until the part-time or casual employee returns to work their previous position. The employee shall be entitled to one hundred percent (100%) Employer paid premiums for the insured benefits that the employee was enrolled in prior to the commencement of the full time provision. This provision is to be effective on the first (1st) day of the seventh (7th) month of the temporary full-time work. The Employers portion of the premium shall be reduced to their obligations previous to the temporary position being awarded.

18.04

- a. In consideration of the Employer agreeing to pay in whole or in part the weekly indemnity premiums, the union agrees that the Employer may retain the full Employment Insurance rebate (12/12th's) to be used for the payment of such premiums.
- b. With respect to the plans described in Articles 18.01, 18.02 and 18.03, the Employer's sole obligation will be to pay the required premiums.
- c. Employees employed past the age of sixty-five (65) shall be eligible for the same benefit under the same cost sharing basis as active employees, less the Short Term Disability and/or Weekly Indemnity and out of country travel insurance.

18.05 An employee normally entitled to benefit coverage who is on medical leave covered by weekly indemnity shall continue to be eligible for benefit coverage for a period of one (1) month if employed less than three (3) years and for a period of three (3) months if employed three (3) years or more. Employees whose illness continues beyond the coverage herein provided shall be permitted to continue coverage at their own expense for a period of up to twelve (12) months. Employees must submit the premium by the fifteenth (15th) of the month to the Employer or the Employer will cancel coverage for the employee and the employee will not be entitled to benefit coverage until he or she returns to work. Employees must submit in writing if they wish to cancel benefits.

Employee contributions for such benefits to cover the duration of the leave shall be arranged with the Employer prior to the commencement of such leave with the exception of emergency leave.

18.06 An Employee on a pregnancy and/or parental leave, in accordance with Article 22.06 or absent from work as a result of a workplace injury, in accordance with Article 23.01 shall continue to participate in each type of benefit plan unless the employee submits written instructions not to do so. Employee contributions for such benefits to cover the duration of the leave shall be arranged with the Employer prior to the commencement of such leave.

18.07 An employee on a personal leave shall be responsible for payment of all benefit premiums for the duration of such leave. Employee contributions for such benefits to cover the duration of the leave shall be arranged with the Employer prior to the commencement of such leave.

ARTICLE 19 - PENSION

19.01 The Christian Labour Association of Canada (CLAC) Pension Plan (the Plan), is a registered defined contribution pension plan, administered by the CLAC Pension Board of Trustees, applies to all full-time and part-time employees covered by the Collective Agreement.

New employees will join the CLAC Plan immediately upon achieving eighteen hundred and seventy-five (1875) hours of seniority.

The Employer will contribute one percent (1%) of covered wages of each part-time employee with one (1) year or more seniority to the CLAC Plan on behalf of the employee and each employee shall be required to match the Employer's contribution to the same plan. The Employer will make additional matching contributions to a maximum of four percent (4%).

The Employer will contribute four percent (4%) of covered wages for each full-time employee with one (1) year or more seniority to the CLAC Plan on behalf of the employee and each employee shall be required to match the Employer's contribution to the same plan.

Covered wages shall be defined as straight time hourly wages, the straight time portion of holiday and vacation pay. All other earnings are excluded.

Any employee may make additional contributions to his or her Registered Pension Plan up to the amount permitted by law. All employee contributions must be made through payroll deductions.

- 19.02 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan shall be responsible for

informing the employees about the Plan including statements of each employee, showing their account balance, including details of all contributions received, and all earnings/losses allocated.

19.03 The Employer agrees to deduct by way of payroll deduction and remit to the Plan, voluntary employee pension contributions in addition to those contributions outlined in Article 19.01. A request for such deduction shall be submitted to the Employer in a format provided by the Plan and a copy of the completed form shall be sent along with the first remittance of such voluntary contributions.

19.04 The Employer will remit pension contributions to the applicable CLAC Remittance Team no later than the fifteenth (15th) of the month following the month the dues were deducted. Employer, employee and voluntary contributions must be recorded separately on the remittance.

19.05 Where legislation prohibits an employee from contributing because of age, an amount equal to the contributions in 19.01 will be paid to that employee on each pay check. The payment in-lieu of pension contributions will not be less than the amount the employee would have received if he/she were still contributing to the Plan.

ARTICLE 20 - UNIFORMS

20.01

- a. Food Services staff shall be provided with aprons and hair nets free of charge which must be worn during work as required.
- b. Upon completion of probation, all employees required to wear a uniform shall be entitled to a monthly uniform allowance to be paid by separate cheque on November 1 and May 1 of each year as follows:

Full-time employees - \$11.00

Part-time employees - \$11.00

ARTICLE 21 - SICK LEAVE

21.01

- a. Full-time employees earn one (1) sick day for each month during which they are actually working for the Employer. For these purposes, one day equals seven and a half (7.5) hours.

An RPN permanently working full time in a twelve (12) hour position shall receive one (1) additional sick day (7.5 hours) added to their bank the first pay in December. For each sick day used, the RPN shall be paid eight-five percent (85%) of his/her regular wages for up to eleven and a half (11.5) hours.

- b. Part-time employees, except for students, earn one-half (1/2) sick day for each month during which they are actually working for the Employer. For these purposes, one day equals seven and a half (7.5) hours.
- c. For each sick day used, an employee shall be paid eighty-five percent (85%) of his or her regular wages for up to seven and a half (7.5) hours. At the end of each calendar year, any unused sick days (up to a maximum of twelve (12) for full-time and six (6) for part-time) shall be carried over into the next year. Any sick days used in the current year must first be deducted from any banked sick days from the preceding year. Any sick days from the preceding year not used as of June 30 shall be paid out at eight-five percent (85%) of current rates, to the employee, by separate cheque or direct deposit, during the first pay period in July.
- d. The Employer will provide a sick time report to the employee twice annually. At other times staff can check with their respective managers.

21.02 No employee shall be entitled to sick leave until he or she has successfully completed his or her probationary period. Upon the successful completion of his or her probationary period, the employee will be credited with the appropriate number of sick days commencing with the date of employment.

21.03 Sick leave will be granted and deducted from the employee's accumulated sick day credits only when an employee is absent from work or leaves work due to a

sudden or acute illness. Prior to leaving work due to a sudden illness, an employee shall report as required by Article 8.04. If an employee leaves work due to a sudden illness, the remaining shift hours will be paid and deducted from any accumulated sick day credits.

21.04 An employee who is off on sick leave with an enteric and/or designated infectious disease shall only return to work after having a medical examination and shall submit a signed physician's certificate to the Employer before commencing work.

21.05 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 that the employee would have worked during that period. An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time he or she is off work. If the employee does engage in gainful employment, the employee shall be deemed to have terminated his or her employment with the Employer.

21.06 An employee who has a medical appointment on a day when he/she would normally be required to work shall be permitted to schedule a sick day on the appointment day provided that the employee gives the Employer a minimum of four (4) days notice of the need to be replaced on the work schedule.

ARTICLE 22 - LEAVES OF ABSENCE

- 22.01 The Employer may grant a leave of absence without pay to any employee provided the employee submits a Time-off Request form to his/her Manager as specified for the type of leave Articles 22.05 through 22.11.
- 22.02 Should an employee request an extension to an approved leave, the employee shall endeavour to advise the Manager in writing at least two (2) weeks in advance of the original return to work date. In any event the employee shall give notice no less than the minimum requirement as defined in Article 13.04 for a long-term absence. The request shall include the requested date of the extended leave of absence, the return to work date and the reason for the request.
- 22.03 Leaves of absence, excluding protected leaves under the *Employment Standards Act*, shall not be granted to probationary employees.
- 22.04 Employees who are on leave of absence will not engage in gainful employment elsewhere without the consent of the Employer.
- 22.05 **Pregnancy and Parental Leave**
- a. Pregnancy and parental leave of absence shall be granted in accordance with the Employment Standards Act. The pregnancy leave request shall be accompanied by a certificate from a physician stating the expected due date.

Benefit coverage during the approved leave shall be in accordance with Article 18.06.

- b. An employee on leave as set out in (a) above, who is in receipt of Employment Insurance Maternity Benefits of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits. An employee must complete 1875 hours of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Pregnancy leave top up

Such payment shall commence on a monthly basis following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Maternity Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The Employer will accept the first EI stub as full and sufficient proof of her eligibility for top-up payments for the duration of the pregnancy leave period.

The employee's regular weekly earnings shall be determined by multiplying her hourly rate on her last day worked prior to the commencement of the leave,

times her average hours worked per week during her four (4) regular pay periods prior to the commencement of the pregnancy leave.

22.06 Long Term Medical Leave

An employee absent from work due to illness or non-work related injury for four (4) calendar days or more shall submit a request for medical leave four (4) weeks prior to the commencement of the leave. Such request shall be accompanied by a physician's note stating the commencement date of the requested leave of absence, the expected return to work date and the reason for the absence.

In the event of a medical emergency the employee will provide such documentation to his/her manager within seven (7) calendar days from the start date of the absence.

Benefit coverage during the approved leave shall be in accordance with Article 18.05.

22.07 Personal Leave

The employee shall submit a request for personal leave four (4) weeks prior to the commencement of the leave. Such request shall include the commencement date of the requested leave of absence, the return to work date, and the reason for the request. An employee requesting a series of specific dates off over a period of time shall attach to his/her request documentation in accordance with Article 22.01.

Benefit coverage during a personal leave shall be in accordance with Article 18.08.

An employee requesting a personal leave will be required to use available vacation, lieu days, and float days, if applicable.

22.08 Education Leave

The employee shall submit a request for educational leave no later than four (4) weeks from the commencement of such leave. The request shall state the commencement date of the requested leave of absence, the expected return to work date, and the course of study. If such course is to be taken on a series of specific dates the request for leave must be accompanied by documentation in accordance with Article 22.01.

Benefit coverage during a continuous absence for educational upgrading shall be in accordance with Article 18.07.

22.09 Bereavement Leave

An employee shall be granted five (5) consecutive days leave upon the death of a spouse includes same sex or common law, child (natural, step child or adopted), parent or step-parent, brother or sister, grandparent, grandchild, mother-in-law or father-in-law. The employee shall be paid at his or her regular rate but only for scheduled working days to a maximum of three (3) days.

An employee who is bereaved of a sister-in-law, brother-in-law, daughter-in-law, son-in-law or grand parent-in-law shall be granted a leave of absence of one (1) scheduled working day with pay.

Bereavement leave will be granted to an employee unable to attend the funeral if proof satisfactory to the Employer is provided.

If an employee attends the funeral of a member of the immediate family while being on sick leave, the bereavement leave will not be charged against accumulated sick leave. This shall not apply for periods during which the employee is entitled to weekly indemnity.

The Employer reserves the right to request supporting documentation.

Bereavement pay shall apply only to the days upon which the employee was scheduled to work. In addition, it is agreed that the leave may be taken between the date of the death and two (2) days after the funeral.

In the event of a spring internment, an employee may save (1) of the days identified above without loss of pay to attend the internment. It is the employee's obligation to notify the Employer, preferably in writing if possible, of their intent to use bereavement days.

22.10 Union Leave

The Employer agrees to grant leave of absence for Union business to employees selected by the Union to attend conventions, conferences and to participate in other Union business providing Employer conditions permit. It is understood the maximum total of all leaves granted under this section will not exceed ten (10) normal working days per two (2) employees in any one (1) department in any calendar year and requests for such leave of absence shall be made, in writing, at least two (2) weeks in advance. The Employer shall maintain the members' wages for the duration of such leave and bill the Union to be reimbursed for payment; after five (5) working days of leave, the benefit costs shall be added to the Union reimbursement.

22.11 Jury Duty

An employee who is called for jury selection/duty shall be reimbursed by the Employer for lost wages for scheduled work provided that the amount paid to the employee for jury service, exclusive of mileage and meal allowance, is promptly paid by the employee to the Employer. The employee shall notify his or her manager immediately upon notification by the court and shall obtain a signed document from the court verifying the employee's attendance.

If an employee is subpoenaed to give evidence on behalf of the Crown, the Employer will, at the request of the employee, endeavour to change the employee's schedule so that there is no loss of pay.

ARTICLE 23 - WORKPLACE SAFETY AND INSURANCE BENEFITS

23.01 Where an employee is absent from work as a result of workplace injury, in accordance with Article 23, the following shall apply:

- a. An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation;
- b. Provided that an employee returns to work within twenty-four (24) consecutive months of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

23.02 The Employer shall ensure that the terms and conditions of the Workplace Safety and Insurance Act, 1997 shall apply to all employees in the bargaining unit.

23.03 The Employer shall provide accurate written information regarding the Act to any employee who makes written request for such information.

ARTICLE 24 - MISCELLANEOUS

24.01 Printing Costs

The Union agrees to supply the employees in the bargaining unit with copies of this Collective Agreement.

Any costs related to the printing of this Agreement will be shared equally by the Employer and the Union.

24.02 Discharge and Suspension

- a. Discipline will be issued within a reasonable time. Within five (5) working days following a suspension or discharge, the employee involved may submit a grievance at Step 2 of the Grievance Procedure.
- b. When employees are suspended for investigation purposes, they will be informed of the nature of the allegation, the alleged date and shifts on which the alleged incident took place.

Employees who are on an investigative suspension will be kept informed by the Employer as to the progress and estimated time of completion of the investigation.

These suspensions will be paid at a regular hourly rate for all pre-scheduled hours.

Employees who are suspended shall serve their suspension on day(s) they are normally scheduled to work. An employee who is serving a multiple day suspension will be eligible to accept call-in shifts on days that they would not normally have been scheduled to work.

Alternatively the Employer may elect to deny the employee the ability to work call-in shift(s) offered during the period of suspension. It is understood that

call-in shifts shall be counted towards the employee's disciplinary suspension.

24.03 Resident Transportation

Except in the case of an emergency, employees, save and except the job requirements for Support Service Workers, shall not be required to transport residents using his/her personal vehicle. In any event, the Employer shall carry additional insurance covering personal vehicles when required to be used on behalf of the Employer.

24.04 Training Assistance

The Employer shall assist employees who are required by the Employer to attend training programs outside their regular working hours where such training relates to their work. Such assistance will include reimbursement for tuition fees, textbooks and necessary course materials. This shall not apply to professional upgrading, requirements imposed by legislation or regulation or imposed as a condition of employment. The Employer will not arbitrarily impose conditions of employment to defeat the intent of this clause.

24.05 As a condition of employment, all employees shall be required to attend training/e-learning sessions at times scheduled by the Employer as may be imposed on the Employer by legislation and/or regulation. (i.e., W.H.M.I.S., Emergency Measures Training, specific health and safety training, etc.) The Employer agrees to pay each employee his/her regular straight-time wage for the expected time required spent reviewing course documents/videos and

passing the course/e-learning session in accordance with course standards. An employee who refuses, for unsatisfactory reasons, to attend and/or complete any required training session shall be subject to disciplinary action.

Employees who do not have access to a computer away from the workplace will be provided access to a computer in the workplace for completing the required training/e-learning sessions. When requested, the employee shall be provided a private area to complete the required training/e-learning sessions.

24.06 Health and Safety

- a. The Union, the Employer and the employees commit themselves to maintaining proper health and safety practices in compliance with the *Occupational Health and Safety Act*.
- b. The Union shall appoint at least one (1) employee member of the Joint Health and Safety Committee in compliance with the Act.

24.07 Confidentiality

Each employee shall hold confidential and will not disclose, release or discuss with any person at any time, in accordance with applicable law, any information or document that tends to identify any client/resident in receipt of services without first obtaining the written consent of both the client/resident (or lawful representative) and the Employer prior to the release or disclosure of such information or document.

24.08 The Employer will contribute two cent (\$0.02) per hour to the union's Education and Training fund for all hours worked by members of the bargaining unit.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 A grievance is defined as a complaint relating to the interpretation, application, administration or alleged violation of this Agreement.

25.02 It is the mutual desire of the parties that grievances shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he or she has first given his or her immediate supervisor an opportunity to adjust the complaint. Any complaint shall be discussed with the supervisor concerned within five (5) working days after the circumstances giving rise to the complaint occurred or originated. If the supervisor is unable to adjust the complaint to the employee's satisfaction within five (5) working days, the employee may proceed with the grievance procedure at Step 1.

25.03 The reference to days in this Article excludes Saturdays, Sundays and public holidays. Time limits mentioned in this Article may be extended with the written consent of both parties.

25.04 No grievance shall be considered or processed where the circumstances giving rise to it occurred or originated more than five (5) working days before the grievance is brought

to the supervisor's attention pursuant to Article 25.02 above.

25.05 A "group grievance" is defined as a single grievance, signed by a steward or a Union 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.

25.06 The Union may initiate a policy grievance or the Employer may initiate a grievance beginning at Step 2 of the grievance procedure. Such a grievance must be filed within ten (10) working days from the date on which the incident giving rise to the grievance became known or should have become known and shall be in the form prescribed in Step 1. The Union may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance shall not therefore be bypassed. A policy grievance shall be signed by a Union Representative and submitted to the Employer. An Employer grievance shall be submitted by the Employer to a Union Representative or to a steward and shall be signed by a representative of the Employer.

25.07 Step 1

An employee having a grievance, accompanied by his or her steward if the employee so requests, must submit the

grievance to his or her supervisor within five (5) working days of the date on which the supervisor responded to or ought to have responded to the employee's complaint pursuant to Article 23.02. The nature of the grievance, the remedy sought and the relevant sections of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. The supervisor will deliver his or her decision in writing within five (5) working days after receipt of the grievance. Failing settlement, the next step of the grievance procedure may be undertaken.

Step 2

The grievance must be submitted in writing to the designated representative of the Employer within five (5) working days following the decision under Step 1 (or the day on which this decision should have been made). The grievance shall be discussed at a meeting between the grievor, the Employer and a Union steward and/or a Union Representative within five (5) working days of the receipt of the grievance at Step 2. The Employer shall give a written disposition within five (5) working days of the day of the meeting with a copy 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.

25.08 The Employer and the Union agree that, in the event that a grievance is not settled after Step 2 of the grievance procedure, either party may call in a private Grievance Settlement Officer to attempt to effect a settlement between the parties.

Arrangements will be made by mutual agreement, and the parties will each pay half the costs of the private Grievance Settlement Officer.

25.09 An employee may request the presence of a steward at any meeting with management where a warning, suspension or discharge is to be issued. The Employer shall inform the employee of this right prior to this meeting, but the failure to do so shall not invalidate any discipline issued.

25.10 Letters of warning or disciplinary notations will be removed from the employee's file by the Employer eighteen (18) months after they have been issued provided there are no intervening disciplinary warnings or actions of a similar nature. It is understood that employees have the right to review their files if requested in writing forty-eight (48) hours in advance. The reviewing of these files will be done in the presence of Human Resources or designate.

ARTICLE 26 - ARBITRATION

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

26.02 The party requesting arbitration must serve the other party with written notice of its desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the grievance procedure.

26.03 If a party wishes to arbitrate a dispute, it shall indicate whether it wishes to have this done by a board of

arbitration or by a sole arbitrator. A board of arbitration will be constituted unless the parties mutually agree to proceed to arbitration before a sole arbitrator. If the matter is to be heard by a board of arbitration, the party seeking arbitration will nominate an arbitrator within seven (7) days of giving notice to arbitrate. The other party shall nominate its nominee to the board of arbitration within seven (7) days of being informed of the initiating party's nominee. The arbitrators selected by the parties shall jointly select a chairman. If they are unable to agree on the selection of a chairman within seven (7) days of their appointment, either party to the dispute may request the Minister of Labour to appoint a chairman. If agreement is reached to select a sole arbitrator, the parties shall jointly select a sole arbitrator. If the parties are not able to agree on the selection of a sole arbitrator within seven (7) days after the notice to arbitrate is given, either party may request the Minister of Labour to appoint a sole arbitrator. All references in this Article to a board of arbitration shall apply equally to a sole arbitrator.

26.04 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairman of an arbitration board or as a sole arbitrator.

26.05 The decision of a majority of a board of arbitration is the decision of the board but if there is no majority, the decision of the chairman of the board governs.

26.06 Notices of desire to arbitrate a dispute and of the nomination of an arbitrator shall be served personally or by

registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

26.07 An arbitrator or a board of arbitration shall not be authorized to make any decision which is in any way contrary to or inconsistent with the provisions of this Agreement nor shall an arbitrator or a board of arbitration have the authority to alter, add to or amend any provisions of this Agreement.

26.08 Each of the parties shall pay one-half (1/2) of the remuneration and expenses of the chairman of the board or the sole arbitrator and shall bear the cost of its nominee to a board.

ARTICLE 27 - DURATION AND TERMINATION

27.01 This agreement shall be effective as of April 1, two thousand and twenty-four (2024) and shall remain in effect until March 31, two thousand and twenty-six (2026) and thereafter shall be automatically renewed and shall remain in force from year to year from its expiration date unless, within the period of ninety (90) days before the Agreement ceases to operate, either party gives notice in writing to the other party of its desire to bargain with a view to renewal, with or without modification of this Agreement.

27.02 Retroactivity payments shall be paid by separate cheque within three (3) full pay periods, from the date of ratification or date of an arbitration award, both to current

IOOF SENIORS HOMES INC.

CLAC LOCAL 304

COLLECTIVE AGREEMENT APRIL 1, 2024 – MARCH 31, 2026

employees and to employee who left the employment during the term of the expired Collective Agreement.

DATED at BALISE ON, this 23rd day of July, 2024.

Signatures on file

SCHEDULE “A” CLASSIFICATIONS AND HOURLY RATES

Apr 1 - 23 - Mar 31-24					
Classification	Prob.	450 hours	1875 hours	3750 hours	5625 hours
Recreation Facilitator	\$22.90	\$23.38	\$23.89	\$24.40	\$24.92
Recreation Aide	\$21.42	\$21.91	\$22.42	\$22.92	\$23.43
Social Services Co-Ord	\$24.26	\$24.75	\$25.25	\$25.78	\$26.28
Building Service Worker	\$21.42	\$21.91	\$22.42	\$22.92	\$23.43
Cook	\$22.90	\$23.38	\$23.89	\$24.40	\$24.92
Food Service Aide	\$21.42	\$21.91	\$22.42	\$22.92	\$23.43
Environ. Service Worker	\$21.42	\$21.91	\$22.42	\$22.92	\$23.43
Environ. Service Co-ord.	\$23.66	\$24.16	\$24.66	\$25.17	\$25.67
Head Chef	\$25.81	\$26.31	\$26.79	\$27.31	\$27.83
Care Support Assistant	\$21.42	\$21.91	\$22.42	\$22.92	\$23.43
Personal Support Worker	\$24.95	\$25.44	\$25.93	\$26.44	\$26.96
Food Service Worker	\$21.95	\$22.44	\$22.93	\$23.44	\$23.96
Maintenance Assistant	\$22.90	\$23.38	\$23.89	\$24.40	\$24.92
Nursing Aide	\$21.42	\$21.91	\$22.42	\$22.92	\$23.43
Registered Practical Nurse	\$28.17	\$28.66	\$29.16	\$29.68	\$30.18
Restorative Care Co-ord.	\$24.26	\$24.75	\$25.25	\$25.78	\$26.28
Restorative Care Aide	\$22.90	\$23.38	\$23.89	\$24.40	\$24.92
Support Service Worker	\$24.95	\$25.44	\$25.93	\$26.44	\$26.96
Food Service Co-ord.	\$28.59	\$29.08	\$29.52	\$30.09	\$30.69
PSW Lead	\$26.05	\$26.57	\$27.07	\$27.64	\$28.16
RAI Lead	\$29.57	\$30.05	\$30.55	\$31.07	\$31.65
Convalescent Care Co-ord	\$30.95	\$31.44	\$31.95	\$32.46	\$33.12
RAI Co-ord.	\$30.95	\$31.44	\$31.95	\$32.46	\$33.12
RAI Admissions Nurse	\$29.97	\$30.45	\$30.95	\$31.47	\$32.05

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Apr 1 2024					
Classification	Prob.	450 hours	1875 hours	3750 hours	5625 hours
Recreation Facilitator	\$23.64	\$24.14	\$24.67	\$25.19	\$25.73
Recreation Aide	\$22.11	\$22.62	\$23.15	\$23.67	\$24.20
Social Services Co-Ord	\$25.05	\$25.56	\$26.07	\$26.61	\$27.13
Building Service Worker	\$22.11	\$22.62	\$23.15	\$23.67	\$24.20
Cook	\$23.64	\$24.14	\$24.67	\$25.19	\$25.73
Food Service Aide	\$22.11	\$22.62	\$23.15	\$23.67	\$24.20
Environ. Service Worker	\$22.11	\$22.62	\$23.15	\$23.67	\$24.20
Environ. Service Co-ord.	\$24.43	\$24.94	\$25.46	\$25.99	\$26.51
Head Chef	\$26.65	\$27.16	\$27.66	\$28.20	\$28.73
Care Support Assistant	\$22.11	\$22.62	\$23.15	\$23.67	\$24.20
Personal Support Worker	\$25.76	\$26.27	\$26.77	\$27.30	\$27.83
Food Service Worker	\$22.66	\$23.17	\$23.68	\$24.21	\$24.74
Maintenance Assistant	\$23.64	\$24.14	\$24.67	\$25.19	\$25.73
Nursing Aide	\$22.11	\$22.62	\$23.15	\$23.67	\$24.20
Registered Practical Nurse	\$29.09	\$29.59	\$30.11	\$30.64	\$31.16
Restorative Care Co-ord.	\$25.05	\$25.56	\$26.07	\$26.61	\$27.13
Restorative Care Aide	\$23.64	\$24.14	\$24.67	\$25.19	\$25.73
Support Service Worker	\$25.76	\$26.27	\$26.77	\$27.30	\$27.83
Food Service Co-ord.	\$29.52	\$30.03	\$30.48	\$31.07	\$31.69
PSW Lead	\$26.90	\$27.43	\$27.95	\$28.53	\$29.07
RAI Lead	\$30.53	\$31.03	\$31.55	\$32.08	\$32.68
Convalescent Care Co-ord	\$31.96	\$32.47	\$32.98	\$33.51	\$34.19
RAI Co-ord.	\$31.96	\$32.47	\$32.98	\$33.51	\$34.19
RAI Admissions Nurse	\$30.94	\$31.44	\$31.96	\$32.50	\$33.09

IOOF SENIORS HOMES INC.
CLAC LOCAL 304
COLLECTIVE AGREEMENT APRIL 1, 2024 – MARCH 31, 2026

PP after Ratification					
Classification	Prob.	450 hours	1875 hours	3750 hours	5625 hours
Recreation Facilitator	\$23.89	\$24.39	\$24.92	\$25.44	\$25.98
Recreation Aide	\$22.36	\$22.87	\$23.40	\$23.92	\$24.45
Social Services Co-Ord	\$25.30	\$25.81	\$26.32	\$26.86	\$27.38
Building Service Worker	\$22.36	\$22.87	\$23.40	\$23.92	\$24.45
Cook	\$23.89	\$24.39	\$24.92	\$25.44	\$25.98
Food Service Aide	\$22.36	\$22.87	\$23.40	\$23.92	\$24.45
Environ. Service Worker	\$22.36	\$22.87	\$23.40	\$23.92	\$24.45
Environ. Service Co-ord.	\$24.68	\$25.19	\$25.71	\$26.24	\$26.76
Head Chef	\$26.90	\$27.41	\$27.91	\$28.45	\$28.98
Care Support Assistant	\$22.36	\$22.87	\$23.40	\$23.92	\$24.45
Personal Support Worker	\$25.76	\$26.27	\$26.77	\$27.30	\$27.83
Food Service Worker	\$22.91	\$23.42	\$23.93	\$24.46	\$24.99
Maintenance Assistant	\$23.89	\$24.39	\$24.92	\$25.44	\$25.98
Nursing Aide	\$22.36	\$22.87	\$23.40	\$23.92	\$24.45
Registered Practical Nurse	\$30.09	\$30.59	\$31.11	\$31.64	\$32.16
Restorative Care Co-ord.	\$25.30	\$25.81	\$26.32	\$26.86	\$27.38
Restorative Care Aide	\$23.89	\$24.39	\$24.92	\$25.44	\$25.98
Support Service Worker	\$25.76	\$26.27	\$26.77	\$27.30	\$27.83
Food Service Co-ord.	\$29.77	\$30.28	\$30.73	\$31.32	\$31.94
PSW Lead	\$26.90	\$27.43	\$27.95	\$28.53	\$29.07
RAI Lead	\$31.53	\$32.03	\$32.55	\$33.08	\$33.68
Convalescent Care Co-ord	\$32.96	\$33.47	\$33.98	\$34.51	\$35.19
RAI Co-ord.	\$32.96	\$33.47	\$33.98	\$34.51	\$35.19
RAI Admissions Nurse	\$31.94	\$32.44	\$32.96	\$33.50	\$34.09

IOOF SENIORS HOMES INC.
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Effective Apr 1 - 25					
Classification	Prob.	450 hours	1875 hours	3750 hours	5625 hours
Recreation Facilitator	\$24.67	\$25.18	\$25.73	\$26.27	\$26.82
Recreation Aide	\$23.09	\$23.61	\$24.16	\$24.69	\$25.24
Social Services Co-Ord	\$26.12	\$26.64	\$27.18	\$27.74	\$28.27
Building Service Worker	\$23.09	\$23.61	\$24.16	\$24.69	\$25.24
Cook	\$24.67	\$25.18	\$25.73	\$26.27	\$26.82
Food Service Aide	\$23.09	\$23.61	\$24.16	\$24.69	\$25.24
Environ. Service Worker	\$23.09	\$23.61	\$24.16	\$24.69	\$25.24
Environ. Service Co-ord.	\$25.48	\$26.01	\$26.54	\$27.09	\$27.63
Head Chef	\$27.77	\$28.31	\$28.82	\$29.38	\$29.92
Care Support Assistant	\$23.09	\$23.61	\$24.16	\$24.69	\$25.24
Personal Support Worker	\$26.60	\$27.12	\$27.64	\$28.19	\$28.74
Food Service Worker	\$23.66	\$24.18	\$24.70	\$25.25	\$25.80
Maintenance Assistant	\$24.67	\$25.18	\$25.73	\$26.27	\$26.82
Nursing Aide	\$23.09	\$23.61	\$24.16	\$24.69	\$25.24
Registered Practical Nurse	\$32.06	\$32.59	\$33.12	\$33.67	\$34.20
Restorative Care Co-ord.	\$26.12	\$26.64	\$27.18	\$27.74	\$28.27
Restorative Care Aide	\$24.67	\$25.18	\$25.73	\$26.27	\$26.82
Support Service Worker	\$26.60	\$27.12	\$27.64	\$28.19	\$28.74
Food Service Co-ord.	\$30.74	\$31.26	\$31.73	\$32.34	\$32.98
PSW Lead	\$27.77	\$28.32	\$28.86	\$29.46	\$30.02
RAI Lead	\$33.56	\$34.07	\$34.61	\$35.15	\$35.78
Convalescent Care Co-ord	\$35.03	\$35.55	\$36.09	\$36.63	\$37.34
RAI Co-ord.	\$35.03	\$35.55	\$36.09	\$36.63	\$37.34
RAI Admissions Nurse	\$33.98	\$34.49	\$35.03	\$35.59	\$36.20

Students shall be paid during their probationary period, at an hourly rate equal to two dollars and fifty cents (\$2.50) less than the start rate for the classification in which they are employed. After probation, a student shall be paid at an hourly rate equal to two dollars and twenty-five cents (\$2.25) less than the start rate for the classification in which they are employed, for all other purposes, be treated as students.

LETTER OF UNDERSTANDING #1

Between

IOOF SENIORS HOMES 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 12.03 a)

In return for the Union agreeing to Article 12.03 (a) in the form incorporated in this Agreement, the Employer hereby agrees that, during the term of this Agreement, certain full-time employees shall be permitted to work a reduced number of shifts in a pay period as stipulated below.

This arrangement shall only apply to the employees listed below and only for so long as these employees continue to work in their present classifications and shifts in the bargaining unit.

Environmental Services: Denise Shuttleworth - 9
scheduled (subject to call-in)

LETTER OF UNDERSTANDING #2

Between

IOOF SENIORS HOMES INC.

(hereinafter referred to as "the Employer")

and

HEALTH CARE AND SERVICE WORKERS UNION,

CLAC LOCAL 304

(hereinafter referred to as "the Union")

During negotiations for the renewal of the collective agreement which expired March 31, 2004 and the subsequent mediation on February 4, 2005, the Employer and the Union had extensive discussions concerning the issue of rotation of staff between resident care teams and floors. While this agreement does not form part of the collective agreement between the Union and the Employer, the parties have reached the following understanding.

1. The Union recognizes that the Employer has the right to move employees between units and floors.
2. The Employer recognizes that the Union and the employees in the bargaining unit are concerned about the implementation of rotation between floors and units and want advanced notice and the opportunity to provide input concerning this implementation.
3. The Employer and the Union agree that continuity of resident care and consistency of practice across the facility are both legitimate concerns.

LETTER OF UNDERSTANDING #3

Between

IOOF SENIORS HOMES INC.

(hereinafter referred to as "the Employer")

and

HEALTH CARE AND SERVICE WORKERS UNION,

CLAC LOCAL 304

(hereinafter referred to as "the Union")

In departments where the shadow scheduling system is in place, the parties agree that in order to prevent part-time staff being scheduled in violation of Article 12.04 b) casual employees may be scheduled on weekends as per Article 3.12 where the calling in or scheduling of part-time staff would create over time.

LETTER OF UNDERSTANDING #4

Between

IOOF SENIORS HOMES INC.

(hereinafter referred to as "the Employer")

and

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

Re: RPN in Charge Premium Night Shift

Effective June 27, 2022, the Employer will be paying a premium of one dollar and ten cents (\$1.10) to the RPN who is assigned to be in charge of the building when no RN is on site. Assigning of the RPN will be within the Management Rights. Management will remain on call during these occurrences.

This letter of agreement is considered part of the Collective Agreement with the expiry date of March 31, 2024.

LETTER OF UNDERSTANDING #5

Between

IOOF SENIORS HOMES INC.

(hereinafter referred to as "the Employer")

and

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

Re: Disciplinary Action Regarding Education Noncompliance and Article 24.05 and Article 25.10

The parties agree that disciplinary actions introduced for noncompliance with Article 24.05 will not be subject to the eighteen (18) months provisions referred to in Article 25.10. Should disciplinary action be taken it shall be on file for the calendar period in keeping with the education assignment period and run January to the end of December.

Article 24.05

As a condition of employment, all employees shall be required to attend training/e-learning sessions at times scheduled by the Employer as may be imposed on the Employer by legislation and/or regulation. (i.e. W.H.M.I.S, Emergency Measures Training, specific health and safety training, etc.) The Employer agrees to pay each employee his/her regular straight-time wage upon passing the course/e-learning session in accordance with course standards. An employee who refuses, for unsatisfactory

reasons, to attend and/or complete any required training session shall be subject to disciplinary action.

Employees who do not have access to a computer away from the workplace will be provided access to a computer in the workplace for completing the required training/e-learning sessions. When requested, the employee shall be provided a private area to complete the required training/e-learning sessions.

Article 25.10

Letters of warning or disciplinary notations will be removed from the employee's file by the Employer eighteen (18) months after they have been issued provided there are no intervening disciplinary warnings or actions of a similar nature. It is understood that employees have the right to review their files if requested in writing forty-eight (48) hours in advance. The reviewing of these files will be done in presence of Human Resources or designate.

MISSISSAUGA MEMBER CENTRE

1-2555 MEADOWPINE BLVD

MISSISSAUGA ON L5N 6C3

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