

# **COLLECTIVE AGREEMENT**

Between

**HCN-REVERA LESSEE (KING GARDENS) LP  
BY ITS GENERAL PARTNER HCN-REVERA  
LESSEE (KING GARDENS) GP INC.  
OPERATING AS KING GARDENS**

And

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

**DURATION: June 1, 2015 – May 31, 2018**

# **COLLECTIVE AGREEMENT**

**Between**

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

**and**

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

**JUNE 1, 2015 – MAY 31, 2018**

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## **COLLECTIVE AGREEMENT**

### **ARTICLE 1 - GENERAL PURPOSE**

- 1.01 The purpose of this Agreement is to establish and maintain bargaining relations between the Employer and those of its staff at its King Gardens, Ontario for whom the Union is the bargaining agent as set out in Article 2 of this Agreement. It is the desire of the parties hereto to co-operate and harmoniously work together in the promotion of the highest standard of care for the residents in the Retirement Residences.

### **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the bargaining agent for all purposes of the Labour Relations Act of Ontario for all employees of King Gardens in the city of Mississauga, save and except supervisors and persons above the rank of supervisor.

### **ARTICLE 3 - RELATIONSHIP**

- 3.01 The Employer agrees that for the duration of this Agreement it will not enter into any other Agreement or contract with any of the employees in the bargaining unit, either individually or collectively, which will not conform with the provisions of this Agreement.
- 3.02 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union. The Employer, Union and

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employees agree that they will not discriminate against any employee on the basis of any prohibited grounds as set forth in the Human Rights Code.

**ARTICLE 4 - INTERPRETATION**

- 4.01 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement which employees are within the bargaining unit and for whom the Union is recognized as the bargaining agent. The provisions of this Agreement shall be read with all generical, grammatical, singular and plural changes as required by the circumstances.
- 4.02 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours worked falls, regardless of what calendar day any part of such shift was actually worked.
- 4.03 Where the hours of work are averaged over a two (2) week period that two (2) week period will be the same two (2) weeks as the pay period.
- 4.04 Except where otherwise specified in this Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.
- 4.05 Wherever the term Union Representative is used in this Agreement it shall mean any employee working for and/or on the active payroll with the Union.

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- 4.06 A full-time employee is an employee who is regularly scheduled for more than fifty (50) hours bi-weekly. A part-time employee is an employee who is regularly scheduled for fifty (50) hours or less bi-weekly.
- 4.07 An unscheduled part time employee is an employee without regularly scheduled hours or who is regularly scheduled twenty-five (25) hours bi-weekly or less. It is understood this is not a guarantee of hours for unscheduled part time employees and hours may fluctuate up and down without triggering the layoff or posting procedure.

**ARTICLE 5 - UNION SECURITY**

- 5.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Any new employee will be referred by the Employer to a steward in order to give the steward an opportunity to describe the Union's purposes and representation policies to the new employee.
- 5.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 5.03
- a. The Employer is authorized and shall deduct each pay period an amount equal to union dues from each employees pay. Such deductions commence the first (1st) full pay period of the employment of an employee.

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- b. The amount shall be calculated according to the Unions dues policy. The Employer shall also deduct an administrative dues authorized by the Union. The Employer shall not deduct more than one (1) pay periods dues from any one (1) pay cheque of an employee, except as outlined in the Union dues policy.
- c. The total amount checked off will be turned over to the Union before the fifteen (15<sup>th</sup>) of the following month after the check off is made, together with an itemized list of the employees for whom the deductions are made, their hours worked, and the amount checked off for each.
- d. The Employer shall be saved harmless for all deductions remitted to the Union.
- e. The total amount of Union dues annually paid by an employee shall be indicated on the employees T-4 slip.

5.04 Employees who, because of conscientious objection cannot support the Union may apply to the Union in writing, explaining their objection and requesting that their deducted monies be forwarded to a registered, Canadian charitable organization. Where the Union is satisfied that an employee cannot support the Union because of valid conscientious objection, the Union and the employee will select a charitable organization by mutual agreement and the Union will forward the deducted monies to the organization at the end of each calendar year.

5.05 **Contracting Out**

The retirement home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part time employees result from such contracting out.



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Contracting out to the employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.

- 5.06 Persons excluded from the bargaining unit shall not regularly perform duties normally performed by employees in the bargaining unit which shall directly result in the layoff of employees which shall directly cause or result in the layoff or reduction in hours of work of a employee in the bargaining unit.
- 5.07 So long as a full-time position exists, there will be no splitting of that position into two or more part-time positions without agreement of the Union.

**ARTICLE 6 - STRIKES AND LOCKOUTS**

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

**ARTICLE 7 - MANAGEMENT RIGHTS**

- 7.01 The Union acknowledges that it is the exclusive function of the Employer:
1. To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Residence, and to maintain order, discipline and efficiency and in connection therewith to establish and

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enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that such rules will be communicated and a copy supplied to the Union.

2. To hire, discharge, transfer, lay-off, re-call, promote, demote, classify, assign duties, suspend or discipline employees who have completed their probationary period, for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee who has completed their probationary period, has been discharged or disciplined without a reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided in accordance with Article 9.03.
3. To control the direction of the working forces, the right to plan, direct and control the operation of the Residence, the right to introduce new and improved methods, facilities, equipment, the amount of supervision necessary, combining or splitting up of departments, work scheduled, the number of employees required for the Employer's purposes and the increase or reduction of personnel.
4. To exercise any of the rights, powers, functions or authority which the Employer has prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

7.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this

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Agreement; a claim that the Employer has so exercised these rights shall be the proper subject matter of a grievance.

**ARTICLE 8 - UNION COMMITTEE AND REPRESENTATION**

8.01 The Union may elect or select a bargaining committee to a maximum of two (2). The two (2) committee members shall be paid their regular rate for all regularly scheduled working hours lost due to attending negotiation meetings with management, up to the time application is made for conciliation services and the services of the conciliation officer are used.

8.02

- a. The Union has the right to appoint stewards to a maximum of five (5). The Union will endeavour to have a Steward on the day, evening and night shift. The Union agrees to notify the Employer in writing of the names and effective dates of stewards. Stewards will represent the employees in the processing of grievances.
- b. CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of this Agreement and to enforce all rights of the employees under this Agreement and under the law.

8.03 The Union acknowledges that the stewards and chief steward have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate department manager. Each steward or chief steward may be permitted by his department manager during working hours to leave his or her post during

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working hours to assist in the presentation of a grievance. Such consent shall not be unreasonably withheld by the department manager.

Union Stewards may be allowed by the Employer such reasonable time as is necessary while in conference with the Employer respecting negotiations for any renewal or extension of this Agreement, or the presentation or processing of any grievance in accordance with the provisions of this Agreement.

- 8.04 It is understood and agreed that the Employer may at any time require that grievances be presented and processed outside of working hours if it considers that an undue amount of time is being consumed by any steward or the chief steward during working hours.
- 8.05 The Employer agrees to advise the Union, in writing, with a list consisting of the General Manager, the department managers, and to advise the Union promptly of any changes in the same; the Union agrees to advise the Employer in writing with a list of the Stewards, Chief Steward and Representative of the local of the Union and to advise the Employer promptly of any change in the same.
- 8.06 The Union may request a meeting of a Union Representative and employees on the premises to discuss Union business. Such requests shall be made at least one (1) week in advance. It is agreed and understood that the meeting will be restricted to the room provided and that employees will not leave their work duties, nor will any activity occur that disturbs or distracts employees in the work area or in the performance of their duties.

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The Employer will provide a bulletin board in King Gardens for the Union's purposes. Nothing shall be posted on the bulletin board without the approval of the Executive Director, which shall not be unreasonably withheld.

**8.07**

- a. When the conduct or performance of an employee calls for a warning by the Employer, the warning shall be a written one and a copy of this warning shall be forwarded immediately to a steward.
- b. The Employer shall ensure that a steward is present when an employee is disciplined, if the employee so wishes.
- c. In the event that an employee is to be disciplined when a steward is not available, the Employer shall administer the discipline and then shall be available to meet with the steward.
- d. Any disciplinary action is to be removed from the employees records after eighteen (18) months from the date of reprimand, provided that during the eighteen (18) months period there has not been any other discipline given to the employee.

**8.08 Access to Personnel File**

Each employee shall have access to her personnel file for the purpose of reviewing any evaluation of formal disciplinary notations contained therein. Such access will be limited to twice per annum and to materials in the file over a period of two (2) years and the employee shall give three (3) days notice of her desire to view her file. Access to the file shall be conducted in the presence of an employee's general manager.

Each Employee shall be given a copy of her evaluation.

**ARTICLE 9 - GRIEVANCE, MEDIATION AND ARBITRATION  
PROCEDURE**

9.01

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

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

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

- b. The reference to days excludes Saturdays, Sundays and public holidays. Time limits mentioned in this Article may be extended on consent of both parties.

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

referred to arbitration, the matter shall be adjudicated as a group grievance.

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

9.04 **"Single Grievance"**

a. **Step 1**

An employee having a grievance must, accompanied by a steward or a CLAC Representative, submit the grievance to her supervisor in writing. The nature of the grievance, the remedy sought, and the section(s) of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. The supervisor will deliver her decision in writing within five (5) workdays after receipt of the grievance. Failing settlement, the next step of the grievance procedure may be taken.

b. **Step 2**

Within five (5) workdays following the decision under Step 1 (or the day on which this decision should have been made) the grievance must be submitted in writing to the Executive Director, to be discussed at a meeting between the grievor, the Executive Director and a Union Representative within five (5) workdays of receipt of the grievance. The Executive Director shall give a written

reply within five (5) workdays of the day of the meeting, copies to be sent to the Union Representative. Failing settlement, either party may submit the matter to arbitration.

**9.05 Mediation/Arbitration**

- a. Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- b. Grievance Mediation will commence at a time mutually agreed, understanding that the parties will endeavor to hold such mediation within twenty-one (21) days.
- c. No matter may be submitted to Grievance Mediation, which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- d. The parties shall agree on a Mediator.
- e. Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of proceedings shall be made and legal counsel shall not be used by either party.
- f. If possible, an agreed statement of facts will be provided to Mediator, and if possible, in advance of the Grievance Mediation Conference.
- g. The Mediator will have the authority to meet separately with each party.
- h. If no settlement is reached with five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions in



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the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.

- i. The Union and Employer will share the cost of the Mediator, if any.
- j. The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within twenty-one (21) days after receiving the decision given at Step 2 of the grievance procedure.
- k. Notices of desire to arbitrate a dispute and of nomination of an arbitrator shall be served personally or by fax or by e-mail to the Executive Director and the Director of Labour Relations.

9.06 The arbitration board is to be governed by the following provisions:

- a. The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it;
- b. Each of the parties shall pay one-half ( $\frac{1}{2}$ ) of the remuneration and expenses of the arbitrator.

9.07 Should a grievance not be submitted within the various time limits specified in this article, the Employer will not be obliged to consider it and the same shall expire and the same subject matter shall not be further considered nor the subject of a further grievance.

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9.08

- a. The Employer acknowledges the right of the Union, the stewards and/or the chief steward to assist employees in dealing with or presenting grievances to the Employer or its representative.
- b. The Employer acknowledges the right of a seniority employee subject to written discipline to the presence of a Union Steward or Union Committee member at the time the disciplinary action is taken, if she so chooses.

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

9.10 Each of the parties shall pay the expense of their own arbitrator and one-half of the fees of the Chairman.

9.11 Where it appears that two (2) or more employees have the same grievance or the same type of grievance, the Union shall process the grievance simultaneously and consecutively on all levels of the grievance procedure, if necessary, subject to all applicable provisions under the grievance procedure. It is understood that each grievor shall have the right to make his own submission at each level of the grievance procedure.

9.12 If there should be an accumulation of grievances to be referred to arbitration, one board of arbitration shall be constituted to deal with all such grievances disputes.

9.13 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation,

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application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.

- 9.14 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it, nor shall any practices or customs become binding unless reduced to writing by the Union and the Employer. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- 9.15 All agreements reached under the grievance procedure between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved. The decision of the Arbitration Board shall be final and binding upon the parties and any employees affected by it.
- 9.16 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.

**ARTICLE 10 - PROBATION PERIOD**

- 10.01 A newly hired employee must successfully complete a probationary period of four hundred and fifty (450) hours worked (which include days not worked, but paid for by the Employer).

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- 10.02 Any periods of absence, excluding the time spent on W.S.I.B. and maternity leave, shall not be counted as hours worked for the calculation of probationary period. Any periods of absence beyond seventeen (17) calendar weeks will mean that the initial probationary period will be cancelled.
- 10.03 The purpose of the probationary period is to provide an opportunity to determine whether a new employee has the ability and qualities to become a reliable, competent employee. It is management's right to determine whether the employee passes the probationary period.
- 10.04 On or before the expiry date of an employee's probationary period, the Employer will confirm in writing that:
- a. the employee has successfully completed her probationary period; or
  - b. the employee is terminated.
- 10.05 The Employer will endeavor to interview probationary employees at or near the middle of the probationary period to discuss progress made to date and areas which require improvement.
- 10.06 The Employer will orientate employees based on operational requirements.

**ARTICLE 11 - SENIORITY**

- 11.01 Seniority is defined as the length of service (hours worked) with the Employer within his or her respective Retirement Residence, and will be acquired when an employee has completed sixty (60) days worked or four hundred and fifty

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(450) hours worked (which would include days not worked, but paid for by the Employer) whichever is the longer, and will accumulate thereafter. Employees will be regarded as probationary employees until they have acquired seniority as above provided. For employees regularly scheduled less than thirty-seven and one-half (37 1/2) hours per week, their seniority shall be computed on the basis of 1800 hours equals one (1) year of full-time service.

- 11.02 The Employer will prepare a seniority list of all the employees in the bargaining unit showing the seniority of each employee in his or her work classification. The said list shall be prepared and posted on the employee bulletin board, and two (2) copies of the same shall be forwarded to the chief steward and the local Union at its office. The said seniority lists shall be updated in January and July of each year and employees are expected to, within thirty (30) days of the current postings to bring to the attention of management any errors or discrepancies on such list.
- 11.03 An employee shall lose all seniority and shall be deemed to have quit the employ of the Retirement Residence if he or she:
- a. voluntarily quits, retires;
  - b. is discharged for cause and the discharge is not reversed through the grievance procedure;
  - c. is absent for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given and such employee shall be deemed to have quit the employ of the Employer without notice;

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- d. leaves the Retirement Residence premises during regular working hours without the permission of the employee's immediate general manager;
- e. fails to report for work within seven (7) calendar days after being notified by the Employer following lay-off exceeding four (4) calendar weeks.
- f. Unscheduled part-time employees who have not worked for two (2) months and have failed to provide their updates written availability within seven (7) days of request.
- g. Unscheduled part time employees shall have abandoned their job if he/she has not been available to work and/or has not worked for a period of one (1) year.
- h. is off work due to illness or accident for a period of twenty-four (24) months or a period consistent with Human Rights.

**ARTICLE 12 - WAGE PROGRESSION**

12.01 Employees regularly scheduled to work seventy-five (75) hours bi-weekly within their position classification will progress from the “start rate” to the “one year rate” and so on, on the basis of 1,800 hours worked including probationary hours worked. Employees regularly scheduled less than seventy-five (75) hours bi-weekly will progress on the basis of 1,800 hours worked including probationary hours worked. Hours worked and paid for by the Employer, hours not worked and paid for by the Employer and hours paid by the Workers’ Compensation Board, shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within the position classification.

**ARTICLE 13 - LAY-OFF AND RECALL**

13.01 It is agreed and understood that an employee whose status would be changed from full-time to part-time, full-time to unscheduled part-time, or part-time to unscheduled part-time as a result of the implementation of a new schedule would trigger the layoff procedure.

**Layoff Procedure**

It is agreed and understood that in the interest of efficiency and effectiveness, other layoff procedures may be mutually agreed to. In the case of layoff, the Employer will:

- i. Inform the Union of the need to reduce hours;
- ii. Provide the Union with bi-weekly reduction of hours per classification;
- iii. Provide the Union with current and revised work schedules of all classifications that are directly affected or could be affected by the layoff identifying the hours and classification per line;
- iv. Inform employees affected by the layoff, in writing, of the reductions;
- v. Within five (5) days of initially meeting with the Union, the Employer will allow employees to choose a position in an identical or lower paying classification, if qualified, within the new revised work schedule in order of seniority;
- vi. Part-time employees shall pick a line after full-time employee's.

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

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Employment Standards Act, with no less than two (2) weeks' notice.

13.02

- a. Employees shall be recalled in order of seniority. Notice of recall shall be sent by registered mail or courier to the employees' last known address. The employee must respond in writing to the notice within seven (7) calendar days of receipt of the notice, of her intention to either accept or decline the offer to recall. In the event that she does not respond to the notice, or she refused to accept the permanent position, she shall lose all seniority and shall be considered to have resigned her employment.
- b. A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.
- c. Employees shall be recalled in reverse order of lay off provided that such employees are fully qualified and willing to do the work which is then available.

13.03 No new employees shall be hired until all those on layoff, and those who have the same qualified skill and ability, have been given an opportunity to return to work and have failed to do so, in accordance with this Article, or have been found unable to perform the work available.

13.04 Each employee shall keep the Employer informed of any changes in their employment-related information. The Employer shall be entitled to rely on the most recent address and telephone number furnished by the employee for all of the purposes.



**13.05 Benefits on lay-off**

The Employer shall continue to pay its portion of insured benefit premiums, provided employees continue to pay their portion as follows:

- a. For a period of up to three (3) months from the end of the month in which the lay off occurs.
- b. While the employee is off due to illness including the period when receiving sick leave benefits paid by the Employer, up to a maximum of three (3) months from the end of the month in which the sick leave commences.

13.06 It is agreed and understood that the job posting procedure will be followed prior to the utilization of the recall list.

**ARTICLE 14 - JOB POSTING**

**14.01 Job Posting**

In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy) the Employer will post such new jobs or vacancies for a period of seven (7) calendar days, and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.

The Employer agrees to post the original job vacancy and one (1) subsequent vacancy.

14.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy plan from outside labour sources.

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- 14.03 If no applications are received by 10:00 a.m. of the seventh (7th) day following the posting date, The Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.
- 14.04 Employees who are on vacation, maternity leave, jury duty and approved leave of absence must indicate in advance in writing, to the Employer, their desire to apply for a specific posting if such posting should occur during their absence and within seventeen (17) weeks of their originally projected date of return. If such an applicant is granted the position, the Employer shall fill the vacancy temporarily, as per Article 14.09.
- 14.05 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy. If the applicants are not qualified to perform the work required, the employer reserves the right to immediately hire outside help.
- 14.06 The successful applicant shall be placed on trial in the new position for a period of one hundred and fifty (150) hours. Such trial promotion or transfer shall become permanent after the trial period unless:
- i. the employee feels that she is not suitable for the position, and wishes to return to her former position; or

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- ii. the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

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

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

14.07 An employee whose status has changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

14.08 A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks. The temporary posting shall be filled in accordance with Article 14.05 of the Collective Agreement.

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

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

It is understood and agreed that once an employee has accepted a temporary vacancy that employee cannot apply for another temporary vacancy.

- 14.09 When an employee transfers to a different job classification, the following shall apply:
- a. If the job is a higher-rated classification, the employee will receive her current rate or the start rate for the new position, whichever is greater. She will then progress through the wage rates of the classification with job classification seniority dating from the date the transfer became effective.
  - b. If the job is a lower-rated classification, the employee will receive her current rate or the top rate of the new position, whichever is the lesser.
  - c. If the transfer is at the Employer's request in a temporary basis the employee shall not suffer any loss of pay. It is agreed and understood that this would not apply to call-ins.
  - d. A reasonable period of orientation, as determined by the Employer, shall be provided for employees who change departments or classifications.
  - e. Transfers from a full-time to a part-time position:  
When an employee permanently transfers from a full-time position to a part-time position, they will be credited

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with their seniority accumulated to date and all of the provisions in the Collective Agreement will apply.

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

14.10 Where an employee is temporarily transferred to a position not subject to the terms of this Agreement, she shall have her seniority frozen and retained at the level attained on the last day of work within the bargaining unit. Employees who work with the Employer in positions outside of the Bargaining Unit for a period of one (1) year or less shall retain their right to return to their former positions.

**ARTICLE 15 - HOURS OF WORK**

15.01

- a. The normal hours of work except RPN's hired prior to June 1, 2000 shall average seventy-five (75) hours bi-weekly over the duty roster cycle employed in the Retirement Residence with a 7 ½ hour daily shift excluding meal period. Employees who are scheduled for an 8 hour shift shall be entitled to an uninterrupted one-half (½) hour for lunch. The Employer will use its best efforts to insure that such one-half (½) hour period is uninterrupted. It is recognized that emergency situations do arise, and at such times the employees may be requested to interrupt their lunch period.

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For RPN's on staff prior to June 1, 2000 they shall be paid for the full eight (8) hours.

It is understood that this article is intended only to provide a basis for calculating time worked and shall not be considered to be a guarantee as to hours of work per day or per week.

- b. The Employer shall post bi-weekly work schedules at least two weeks prior to the effective day of the schedule. It is agreed and understood that this schedule will only change on an emergency basis or for agreed to exceptions (including but not limited to Shift Exchange/Giveaways, illness, occupational accident, vacation, leave of absences, reduction of hours).
- c. Employees shall be scheduled at least every second (2nd) weekend off, unless otherwise agreed by employee(s) involved.
- d. During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee working shall be paid for the hours worked at regular or overtime rates as applicable.

**15.02 Call-In**

- a. All call-ins of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list within the department first at non-overtime rates of pay, before calling in from other departments or securing an agency replacement(s).
- b. Employees who are called in will be paid overtime at the rate of time and one-half for all hours worked, except in the case of employees who are scheduled to work less

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than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

- c. Where the call-in is requested within one-half hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- d. If the employee reports for work within one (1) hour of the request for call-in then the Employer will guarantee a minimum of four (4) hours work.

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

**15.04 Shift Exchange or Giveaway**

An employee may apply to his/her Supervisor in writing for permission to exchange or give-away shift(s) with another appropriately qualified employee, such exchange or give-away shall not result in any additional costs or reduced efficiency to the Employer. Such request shall be made on the form supplied by the Employer for this purpose, and shall be given to the Supervisor designated by the Employer at least forty-eight (48) hours in advance of the shift the employee wishes to exchange or give-away. The forty-eight (48) hours may be waived by mutual agreement. The exchange or give-away must be formally approved by the designated Supervisor before any exchange or give-away can take place. A shift exchange or giveaway request will not be unreasonably

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denied. It is understood and agreed that the Employer shall not be responsible or liable for an non-compliance issues or concerns, or any additional costs (including but limited to overtime rate claims), that might arise or accrue as a result of the shift exchange or give-away.

15.05 The Employer will allow employees to Exchange or Giveaway shifts on Christmas Day or New Year’s Day in accordance with Article 15.04

**ARTICLE 16 - PAID HOLIDAYS**

16.01

a. The recognized paid holidays for all employees shall be:

New Years Day	Victoria Day
Civic Holiday	Thanksgiving Day
Boxing Day	Good Friday
Canada Day	Labour Day
Christmas Day	(2) Floating day

b. It is understood and agreed that all written float requests must be submitted to the Employer by no later than November 1st of each year. The Employer will make every attempt to accommodate the requests but reserves the right to refuse such requests based on operational requirements. Preference will be given on a first come first serve basis. All floats must be taken within the calendar year earned.

16.02 An employee will not qualify for holiday pay if:



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- a. the employee does not work his/her scheduled regular day of work preceding and following the holiday unless the employee provides reasonable cause for the failure to work a shift.
- b. having agreed to work on a public holiday or paid holiday does not report for and perform the work without reasonable cause.

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

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

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

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

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

16.05 If one of the above-named paid holidays occurs on an employee's regular day off or during his vacation period the employee will receive one (1) day's pay computed at the prevailing hourly rates for the job classification applicable or a compensating day off in lieu thereof. This does not apply to part-time employees.

In addition to the pay specified above, a part-time employee required to work on a paid holiday shall receive pay at the rate of time and one-half (1 ½) for hours worked.

16.06 An employee who does not qualify for a paid public holiday must be paid time and one-half (1 1/2) the employee's regular rate for each hour worked on said holiday.

## **ARTICLE 17 - VACATIONS**

17.01 For the purpose of calculating eligibility, the vacation year for full time employees will be based on the employee's start date.

For the purpose of calculating eligibility for part-time employees 1800 hours equals 1 year.

An employee shall not be permitted to accumulate his/her vacation from one year to another. The accumulated vacation

must be taken during the vacation year immediately following the year it was accumulated and not prior to that.

**Full-Time Employees**

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

**Part-Time Employees**

Part-time employees will receive an annual vacation pay out during the month of July.

17.02

- a. By March 1<sup>st</sup> of each year the Employer will post a blank calendar covering the vacation period July 1<sup>st</sup> to June 30<sup>th</sup>, for staff to indicate to co-workers their vacation preferences.
- b. By April 1<sup>st</sup> employees will submit their vacation requests (on the designed form) for preferred vacation dates to his/her manager.
- c. In the event there is a conflict in the selection by the employees, the guiding principle to resolve the issue will be entitlement, operational requirements and seniority.
- d. Requested vacation will be approved or denied by the Employer in a written format to each employee on or before April 15<sup>th</sup>.
- e. Vacation time available after the confirmed vacation requests have been distributed will be considered based

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on the entitlement, operational requirements, and in accordance with the date of the request (first come first serve basis) and not seniority.

17.03

- a. Vacation monies earned are based on gross earnings including all earnings.

<b>Years of service</b>	<b>#of weeks</b>	<b>Percentage</b>
Less than one (1) year	0 weeks	4%
One (1) year but less than three (3) years	2 weeks	4%
More than three (3) years	3 weeks	6%
More than ten (10) years	4 weeks	8%
More than seventeen (17) years	5 weeks	10%

- b. Part-time vacation entitlement above is based on 1,800 hours worked equals one (1) year.

17.04 Payment of vacation if appropriate on termination of employment will be in the amount the employee is entitled to receive in accordance with the foregoing.

**ARTICLE 18 - MEALS**

18.01 Employees may purchase meal vouchers at a discounted price Food is only to be consumed in the Staff Lounge during designated breaks.

**ARTICLE 19 - UNIFORMS**

19.01 If and when uniforms are required by the Employer, the Employer agrees to pay, one hundred and twenty dollars (\$120.00) per year for employees to be paid along in a separate cheque following June 30th of each year. Effective June 30, 2016 this amount will increase to one hundred and thirty dollars (\$130.00).

**ARTICLE 20 - PAY DAYS**

20.01 Employees will be paid by-weekly by bank deposit system. If the current pay date changes the Employer agrees to give the Union thirty (30) days' notice.

20.02 In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If it is determined that an error of the employer results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business day from the date of notification of the error.

**ARTICLE 21 - JURY DUTY**

21.01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

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

**ARTICLE 22 - LEAVE OF ABSENCE**

**22.01**

- a. It is agreed that the Employer will grant leave of absence to employees to attend union schools, conventions, seminars, education classes and other union business, providing such leave of absence will be for not more than two (2) persons at a time.
- b. It is understood and agreed that where such leave of absence for attendance at union schools and conventions is granted, the Employer will continue to pay the employee(s) for the period of such leave and then submit an account to the Union for the employee's wages and benefits.
- c. Any employee elected or appointed to a full-time position with the Union shall be granted a leave of absence without pay and benefits, etc. Such leave must be renewable annually and shall not exceed two years. During such leave seniority shall be retained but not accrued. Upon returning to work, such employee will be reinstated in his former job provided he has the seniority which was retained prior to the leave, if not, he shall be

eligible to apply for any job within the Bargaining Unit by means of the Job Posting Procedure.

22.02 In requesting such leave of absence, the Union must provide at least four (4) weeks clear notice, to be confirmed in writing, to the Retirement Residence.

**22.03 Educational Leave**

- a. Whenever required by the Employer the employee shall be granted a leave of absence, with pay, to complete a required course(s). During such leave of absence seniority shall accumulate as if the employee had worked. The Employer agrees that in such cases, as mentioned above, they will pay one hundred percent (100%) of the cost of such courses.
- b. If such leave is granted, the terms of such leave shall be identified in writing prior to the taking of such leave (including the specified date of return).

**22.04 Bereavement Leave**

- a. When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending five (5) consecutive calendar days from the date of the death.
- b. It is agreed that immediate family shall mean mother, father, mother-in-law, father-in-law, husband, wife, common law spouse, and children as defined by the Ontario Family Law Reform Act, son, daughter, step-children, brother, sister, legal guardian, brother-in-law, sister-in-law, grandparent or grandchild, son-in-law or daughter-in-law, and immediate family of a

common-law relationship as defined by the Ontario Family Law Reform Act.

- c. It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two scheduled days.
- d. An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving any other payments such as for example: holiday pay, vacation pay, or sick pay.
- e. Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- f. Where an employee's scheduled vacation is interrupted due to the above, the employee's vacation shall be extended by two (2) days providing the employee attends the funeral during the scheduled vacation period and provides proof of death to the Employer on request.

#### **22.05 Pregnancy Leave**

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

- a. An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.



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The employee shall give her Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a Certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- b. The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- c. The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be taken under Article 22.06 Parental Leave.
- d. An employee who does not apply for leave of absence under 22.05 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 22.05 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

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- e. An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- f. When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began, with no loss of seniority or benefits accrued, and shall reinstate the employee in accordance with the provisions of Article 22.05 (c).
- g. Such absence is not an illness under the interpretation of this agreement and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- h. Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- i. Upon expiry of seventeen (17) weeks pregnancy leave, as provided under Article 22.05 (a) of this Agreement, the employee shall give the Employer at least two (2) weeks' notice in writing, that she intends to take parental leave.

## **22.06 Parental Leave**

- a. An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.
- b. A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- c. Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the date the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.

Parental leave shall be granted for up to eighteen weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

- d. The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.
- e. For the purposes of parental leave under Article 22.06 Parental Leave, the provisions under 22.05(a), (b), (c), (d), (e), (f), (g), (h) and (i) shall also apply.

**22.07 General Leave**

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

22.08 Employees who are on a leave of absence will not engage in gainful employment elsewhere without agreement of the Employer. An employee who violates this rule will forfeit all seniority rights, and may be dismissed by the Employer.

**ARTICLE 23 - HEALTH AND INSURANCE BENEFITS AND SICK LEAVE**

23.01 Health and Welfare details - The Employer will pay sixty percent (60%) and the employee's forty percent (40%) of the billed premiums of the existing insured benefits. The Employer's contributions will be increased as of April 1, 2002,

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to be seventy-five percent (75%), the employees will be twenty-five percent (25%). The benefit package consists of the following:

Life Insurance - \$25,000, with a reduction of fifty percent (50%) at age 65.

Accidental Death & Dismemberment - Loss of Use Schedule.

Health Care - No deductible, other covered expenses one hundred percent (100%) co- insurance, Prescription Drugs ninety percent (90%) co-insurance, pay direct card, three dollars (\$3.00) deductible/script, Infertility drugs \$2500.00 lifetime.

Hospital semi-private, Emergency out of Canada \$1,000,000.00 lifetime with emergency travel assistance included, Vision care one hundred and fifty dollars (\$150.00) every twenty-four (24) months, Hearing aids \$500.00 every three (3) years, Foot care (Ortho. Shoes/Orthotics) one hundred and fifty dollars (\$150.00) a calendar year, Private duty nursing \$10,000 a calendar year.

**Paramedical Practitioners:**

- Chiropractors-\$500.00/calendar year\*
- Podiatrist \$500.00/ calendar year\*
- Osteopaths \$500.00/calendar year
- Naturopath \$500.00/ calendar year
- Speech Therapist \$500.00/ calendar year
- Physiotherapist \$500.00/ calendar year
- Masseur \$500.00 / calendar year
- Psychologists \$25.00/visit, Max. 20 visits/ calendar year

\* 1st after Provincial Health Plan – No

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Survivor Benefit – 12 months  
Continue Premium Payment – No  
Termination – Age 70 – Earlier Retirement

**Dental Care:**

- Deductible - \$25.00 single/\$50.00 family
- Basis and Prevention – 90% co-insurance
- Calendar Year Maximum - \$1,500.00
- P.D.A. Fee Schedule – Current
- Survivor Benefit – 12 months
- Continue Premium Payment – No
- Termination – Age 70 – Earlier Retirement

**Part time benefits: in lieu of health and sick leave:**

- June 1, 2002: \$0.50 in lieu of all insured benefits and sick leave.

**Change of Carriers:**

The Employer will provide to each person a copy of the current information booklet for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The employer will notify the Union if it intends to change the Insurance Carrier.

**23.02 Sick Leave - Full Time**

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all full-time employees on the following basis:

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Each post probation full-time employee shall upon completion of the one hundred and fifty (150) hours worked shall receive a sick pay credit of seven and one half hours (7 ½) to a maximum of ninety (90) hours per calendar year.

Days lost while receiving Workers' Compensation benefits will not be charged against accumulated sick days.

**Reward Pay:**

The Employer will pay out fifty percent (50%) of any unused sick days and zero out the bank at the end of each calendar year.

**ARTICLE 24 - HEALTH AND SAFETY COMMITTEE**

24.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.

24.02 A joint management and employees health and safety committee shall be constituted with representation of at least half by employees from the bargaining unit and of employees who are not represented by the union, which shall identify potential dangers, recommended means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

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- 24.03 Two representatives of the joint health and safety committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.
- 24.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from The Workers' Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as The Workers' Compensation Board may decide to disclose.
- 24.05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices. Employees on the premises are required to respond to the Retirement Residence fire alarm by proceeding directly to their appointed post. Failing to do so may result in disciplinary action.



24.06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

## **ARTICLE 25 - PENSION PLAN**

25.01

- a. The CLAC Pension Plan (“the Plan”), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594, applies to all employees covered by this Collective Agreement.
- b. All full time and part time employees will join the Plan immediately upon completing nine hundred and seventy-five (975) hours of service.
- c. Each pay period, the Employer shall deduct from the applicable earnings of each eligible employee, and remit to the CLAC Remittance Processing Center (“RPC”), and amount equal to one percent (1%) of applicable wages.

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

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

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

- d. Each pay period, the Employer shall remit to the RPC, for each eligible employee, an Employer contribution equal to one percent (1%) of applicable wages. Employer contributions will vest in accordance with the rules of the Plan.
- e. The Employer agrees to deduct, by way of payroll deduction, and remit to the RPC, additional voluntary employee pension contributions which are above and beyond those contributions outlined in c) and d) above. A request for such deductions shall be submitted to the Employer on a form provided by the Plan and copy of the completed form shall be sent to the RPC along with the first remittance of such voluntary contributions. The Union shall supply the written request forms.
- f. The total amount of pension contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase outlined by the Canada Revenue Agency. The employer has no obligation to monitor the employee's contributions made outside of the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase limit as a result of contributions made outside the employment relationship, the employer shall not be liable for any tax consequences imposed on the employee.
- g. The Employer will remit the employees' and the Employer's contributions to the RPC within thirty (30) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amounts applicable to each.

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Employer, employee and voluntary contributions will be recorded separately on the remittance.

- h. Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contribution in d) above will be paid to that employee on each paycheque. This payment in-lieu of pension contributions will not be less than the amount that employee would have received if he/she were still contributing to the Plan.
- i. The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of pension benefits provided by the Plan or be responsible for providing such benefits.
- j. The Employer and the Union will cooperate in providing the information required to administer the Plan on the employee's behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated and the current account balance.
- k. Effective May 31, 2015, the values in the above c) and d) increase to two percent (2%).

**ARTICLE 26 - WORKERS' COMPENSATION**

26.01 Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the following shall apply:

- a. The Employer shall continue to pay its share of any and all health and welfare benefits for the month in which the

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absence commences and for the following two (2) months;

- b. Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence;
- c. An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation;
- d. Provided that an employee returns to work within fifty-two (52) consecutive weeks 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.

26.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 14.02) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at its discretion.

26.03 The injured employee shall have a period of two (2) years from the date of the injury within which he shall preserve the seniority which he has accrued up to the time of the accident and within which he shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Employer

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that the employee has the physical capability to perform his normal job.

- 26.04 If an employee returns to work within the two (2) year period mentioned in Article 26.03 above, he shall be returned to his former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of injury. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which he is returning).
- 26.05 If, on the recommendation of the Workers' Compensation Board or the attending physician the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the Retirement Residence, in a classification which is covered by this Agreement, then the returning employee may exercise his seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

**ARTICLE 27 - RATES OF PAY**

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

Retroactivity will be paid for all hours paid by the Employer, to all employees on the payroll on the basis of the attached wage rates.

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- a. The Employer shall pay retroactivity by separate cheque within 2 pay periods of the ratification of the Collective Agreement.

**27.02 Wage Progression**

Employees within their position classification will progress from the “start rate” to the “one year rate” and so on, on the basis of 1,800 hours worked at the “start rate” to the “one year rate” and so on. Hours worked and paid for, including hours paid during the probationary period (450) hours, and hours not worked and paid for by the WSIB shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

**ARTICLE 28 - NOTICE**

- 28.01 Any notice to any employee under this Agreement may be given personally or by prepaid registered post, or equivalent, addressed to the employee at his last address shown on the seniority list on the payroll of the Employer.

**ARTICLE 29 - INVALIDITY**

- 29.01 In the event of any legislation now in force or hereafter enacted invalidating the application of any section or article of this Agreement, the remainder of this Agreement, shall remain in full force and effect.

**ARTICLE 30 - UNION EDUCATION AND TRAINING FUND**

- 30.01 Effective June 1, 2016 the Employer shall monthly remit to the Union, together with the remittance of Union dues, one cent

**HCN-REVERA LESSEE (KING GARDENS) LP BY ITS GENERAL PARTNER HCN-REVERA LESSEE (KING GARDENS) GP INC. OPERATING AS KING GARDENS COLLECTIVE AGREEMENT JUNE 1, 2015 – MAY 31, 2018**

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(\$0.01) per hour worked for each employee in the Union's bargaining unit. The remittance will show the number of hours worked by each employee in the month in question.

Effective January 1, 2018 the Employer shall monthly remit to the Union, together with the remittance of Union dues, two cents (\$0.02) per hour worked for each employee in the Union's bargaining unit.

**ARTICLE 31 - PRINTING OF AGREEMENT**

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

**ARTICLE 32 - TERMINATION**

32.01 This Agreement shall continue in effect from June 1, 2015 to May 31, 2018 and shall continue automatically thereafter in annual periods of one (1) year unless either party notifies the other in writing within ninety (90) days before the expiration date that it desires to amend or terminate this Agreement.

32.02 In the event of such notification being given as to amendment of this Agreement negotiations between the parties shall begin within fifteen (15) days following receipt of the notification unless otherwise agreed by the parties.

32.03 If pursuant to such negotiations, an agreement or the renewal or the amendment of this Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiry date, namely the 31st day of May in the year in which such notice is given, unless extended by mutual agreement of the parties.

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**32.04 Implementation**

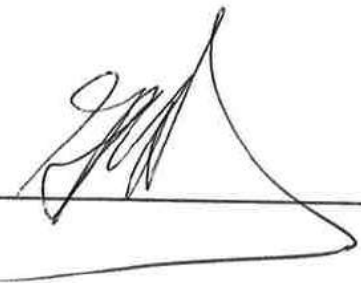
A draft of the negotiated agreement will be made available as agreed by either party within thirty (30) days of ratification of the Agreement reached. The second party will proofread the Agreement and return it to the first party within ten (10) days of receipt. The first party will then correct the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

DATED at Mississauga, Ontario, this 25<sup>th</sup> day of April, 2015

Signed on behalf of

**HCN-REVERA LESSEE (KING GARDENS) LP BY ITS GENERAL PARTNER  
HCN-REVERA LESSEE (KING GARDENS) GP INC. OPERATING AS  
KING GARDENS**

Per \_\_\_\_\_

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be the initials 'J.M.' followed by a large, sweeping flourish that extends to the right and then loops back under the line.



**HCN-REVERA LESSEE (KING GARDENS) LP BY ITS GENERAL PARTNER HCN-REVERA LESSEE (KING GARDENS) GP INC. OPERATING AS KING GARDENS COLLECTIVE AGREEMENT JUNE 1, 2015 – MAY 31, 2018**

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Signed on behalf of

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

Per

  
\_\_\_\_\_

Per

\_\_\_\_\_

**HCN-REVERA LESSEE (KING GARDENS) LP BY ITS GENERAL PARTNER HCN-  
REVERA LESSEE (KING GARDENS) GP INC. OPERATING AS KING GARDENS  
COLLECTIVE AGREEMENT JUNE 1, 2015 – MAY 31, 2018**

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**SCHEDULE "A"**

		01-Jan-15	01-Jun-15	01-Jan-16	01-Jun-16	01-Jan-17	01-Jun-17	01-Jan-18
		1%	1%	1%	1%	1%	1%	1%
<b>RPN</b>	Start	23.63	\$23.87	\$24.10	\$24.35	\$24.59	\$24.84	\$25.08
	1 Year	24.1	\$24.34	\$24.58	\$24.83	\$25.08	\$25.33	\$25.58
	2 Years	24.24	\$24.48	\$24.73	\$24.97	\$25.22	\$25.48	\$25.73
<b>Resident Attendant</b>	Start	15.26	\$15.41	\$15.57	\$15.72	\$15.88	\$16.04	\$16.20
	1 Year	15.57	\$15.73	\$15.88	\$16.04	\$16.20	\$16.36	\$16.53
	2 Years	15.73	\$15.89	\$16.05	\$16.21	\$16.37	\$16.53	\$16.70
<b>Cooks</b>	Start	20.97	\$21.18	\$21.39	\$21.61	\$21.82	\$22.04	\$22.26
	1 Year	21.39	\$21.60	\$21.82	\$22.04	\$22.26	\$22.48	\$22.71
	2 Years	21.55	\$21.77	\$21.98	\$22.20	\$22.43	\$22.65	\$22.88
<b>Cooks Helper</b>	Start	18.95	\$19.14	\$19.33	\$19.52	\$19.72	\$19.92	\$20.12
	1 Year	19.36	\$19.55	\$19.75	\$19.95	\$20.15	\$20.35	\$20.55
	2 Years	19.49	\$19.68	\$19.88	\$20.08	\$20.28	\$20.48	\$20.69
<b>Reception</b>	Start	17.1	\$17.27	\$17.44	\$17.62	\$17.79	\$17.97	\$18.15
	1 Year	17.81	\$17.99	\$18.17	\$18.35	\$18.53	\$18.72	\$18.91
	2 Years	17.95	\$18.13	\$18.31	\$18.49	\$18.68	\$18.87	\$19.05
<b>Housekeeper</b>	Start	15.26	\$15.41	\$15.57	\$15.72	\$15.88	\$16.04	\$16.20
	1 Year	15.57	\$15.73	\$15.88	\$16.04	\$16.20	\$16.36	\$16.53
	2 Years	15.73	\$15.89	\$16.05	\$16.21	\$16.37	\$16.53	\$16.70
<b>Dietary Aide</b>	Start	15.26	\$15.41	\$15.57	\$15.72	\$15.88	\$16.04	\$16.20
	1 Year	15.57	\$15.73	\$15.88	\$16.04	\$16.20	\$16.36	\$16.53
	2 Years	15.73	\$15.89	\$16.05	\$16.21	\$16.37	\$16.53	\$16.70
<b>Dishwasher</b>	Start	15.26	\$15.41	\$15.57	\$15.72	\$15.88	\$16.04	\$16.20
	1 Year	15.57	\$15.73	\$15.88	\$16.04	\$16.20	\$16.36	\$16.53
	2 Years	15.73	\$15.89	\$16.05	\$16.21	\$16.37	\$16.53	\$16.70
<b>Maintenance</b>	Start	15.26	\$15.41	\$15.57	\$15.72	\$15.88	\$16.04	\$16.20
	1 Year	15.57	\$15.73	\$15.88	\$16.04	\$16.20	\$16.36	\$16.53
	2 Years	15.73	\$15.89	\$16.05	\$16.21	\$16.37	\$16.53	\$16.70
<b>Activity Aide</b>	Start	17.04	\$17.21	\$17.38	\$17.56	\$17.73	\$17.91	\$18.09
	1 Year	17.4	\$17.57	\$17.75	\$17.93	\$18.11	\$18.29	\$18.47
	2 Years	17.53	\$17.71	\$17.88	\$18.06	\$18.24	\$18.42	\$18.61

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<b>Note: 1 Year Full-time 1,800 hours Part-time</b>	<b>2 Years Full-time 3,600 hours Part-time</b>
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# WE'RE COMMITTED TO YOU



## **Positive Work-Life**

We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.



## **Champions of You**

We make your voice heard. We lead positive change. And through it all, we keep you working.



## **Everyday Greatness**

We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.

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

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mississauga@clac.ca

**CLAC RETIREMENT**

1-800-210-0200

**CLAC BENEFITS**

1-800-463-2522

**[clac.ca/myCLAC](http://clac.ca/myCLAC)**