

# **COLLECTIVE AGREEMENT**

Between

**Revera Inc.**

**And the facilities operating as;**

**Revera Long Term Care Inc. operating as Brierwood Gardens**

**Revera Long Term Care Inc. operating as Riverbend Place**

**Revera Long Term Care Inc. operating as Summit Place**

**Revera Long Term Care Inc. operating as Telfer Place**

**Revera Long Term Care Inc. operating as Trillium Court**

**(hereinafter referred to as "the Employer")**

and

**CLAC**

**DURATION: August 1, 2019 – July 31, 2022**

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**(hereinafter referred to as "the Employer")**

and

**CLAC**

**And the affiliated locals;**

**Health Care and Service Workers Union CLAC Local 304**

**Grand River Valley Health Care Workers Union CLAC Local 305**

**(Hereinafter the "Union")**

**DURATION: August 1, 2019 – July 31, 2022**

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## **COLLECTIVE AGREEMENT**

### **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Collective Agreement, through the full and fair administration of all of the terms and provisions contained herein, to develop and maintain a relationship between the Union, the Employer and the employees which is conducive to their mutual well-being.
- 1.02 The employees will endeavour to work together with the Employer to assure the best possible nursing and health care for the residents of the facility.
- 1.03 It is the desire of both parties to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services.

### **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent for, and this Collective Agreement shall apply to, all employees of the Employer employed at:
- a. Revera Long Term Care Inc. operating as Summit Place  
850 - 4<sup>th</sup> Street East  
Owen Sound, Ontario
  - b. Revera Long Term Care Inc. operating as Brierwood Gardens  
425 Park Road North  
Brantford, Ontario

- c. Revera Long Term Care Inc. operating as Telfer Place  
Grand River Street North  
Paris, Ontario
- d. Revera Long Term Care Inc. operating as Trillium Court  
Kincardine, Ontario
- e. Revera Long Term Care Inc. operating as Riverbend Place  
Cambridge, Ontario

and as specified in Schedule "A" attached hereto and made part hereof, save and except registered nurses employed at Owen Sound, Brantford, Kincardine, and Cambridge, supervisors, persons above the rank of supervisor, office staff and students employed during the school vacation period.

## 2.02

- a. The term "full-time employee," when used in reference to persons covered by this Agreement, shall mean an employee who is regularly scheduled to work more than forty-five (45) hours in a bi-weekly period, exclusive of overtime or call-in.
- b. The term "part-time employee," when used in reference to persons covered by this Agreement, shall mean an employee who is regularly scheduled to work forty-five (45) hours or less in a bi-weekly period, exclusive of overtime or call-in.

The term "part-time employees" includes casual employees.

An unscheduled part-time employee is a part-time employee who is called to work on a call-in basis (or scheduled based on submitted availability), but who does

not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her, however, it is also understood that an unscheduled part-time employee who has provided availability cannot unreasonably and consistently refuse to work less than twelve (12) shifts in a month and must be available to work two (2) weekends per month.

2.03 Employees shall cooperate with nurses and all supervisory personnel in performing work reasonably required of them.

2.04 Supervisors will not routinely perform any work which is normally performed by employees in the bargaining unit except in case of emergency or for the purpose of instructing employees.

2.05 The Employer shall not subcontract work if that would result in the bargaining unit personnel to be laid off or to work fewer hours than they would normally work.

2.06 **Management Rights**

It is the right of the Employer to manage, control, develop and operate its facility covered under this Agreement in every respect subject only to the specific limitations set out in this Collective Agreement.

2.07 The Union acknowledges that it is the exclusive function of management to:

a. Plan, direct and control the operation of the facility, in accordance with its obligations, to introduce new therapeutic methods, and equipment, and to decide the location of equipment;

- b. Determine the amount of supervision, to establish the standards of performance of all employees, to combine or split departments, and to determine the number of employees. The Union reserves the right to request consultation when there are changes in staffing in the nursing facilities;
  - c. To maintain order, discipline and efficiency, and to make and enforce reasonable rules to be observed by its employees, provided that they are not inconsistent with the provisions of this Agreement. Further, it is agreed that when making any new rules, regulations or altering past practices, the Employer will inform the Union stewards in ample time to enable the Union to make representations, if any, thereof;
  - d. To select, hire, classify, transfer, promote, demote, assign, retire, layoff, recall, suspend and discharge employees for just cause, provided that a claim that any employee who has completed the probationary period has been disciplined or discharged unjustly may be the subject of a grievance, and dealt with in accordance with the grievance procedure.
- 2.08 The Union reserves the right to request consultation and/or clarification concerning any change which may occur which affects the employees under its jurisdiction, at a time mutually agreed to.
- 2.09 Employees will be evaluated periodically by the immediate supervisor or designate. The purpose of the evaluation meeting (and the related form) is to provide performance feedback, to exchange information and to discuss and clarify expectations. The employee will be given a copy of the



evaluation and any written response that she chooses to make will be included in her file. Evaluation meetings will be held during the employee's hours of work. Evaluations are not part of the disciplinary process, which is outlined in Article 27 of this Agreement.

- 2.10 Pyramiding is defined as a premium on top of a premium, or a benefit on top of a benefit, such as, but not limited to the following: time and one half on time and one half, shift differential at overtime rates, or receiving sick pay and bereavement leave for the same day.

### **ARTICLE 3 - UNION REPRESENTATION**

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. The Union has the right to appoint stewards. The stewards are representatives of the employees in certain matters, including the processing of grievances. When dealing with grievances the Union shall normally be limited to one (1) steward in the processing of grievances. Should the Union require more than one steward in attendance it will notify the Employer of this in advance of the meeting.
  - b. CLAC Representatives are also representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and of enforcing bargaining rights and any other rights of the employees under this Collective Agreement or under the law of Ontario.

- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments. It is understood the Employer will not recognize these appointments until such written notice of appointments, changes, etc. have been received.
- 3.03
- a. A steward shall be granted time off, without loss of wages, to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours. Before leaving her work area, the steward shall request permission from the supervisor. Such permission shall not be unreasonably withheld.
  - b. When a steward is required by the Employer under the terms of this Agreement to deal with grievance matters outside of her hours of work, the steward shall be paid for such time at her regular rate of pay.
- 3.04 A steward will be given fifteen (15) minutes off, without loss of wages, to greet a new employee in her department and to discuss Union membership with such employee. The Employer will receive an agenda of items covered off with new employees.
- 3.05 The stewards may meet once per month on the Employer's premises for the discussion of Union affairs in a room provided by the Employer. Such a stewards meeting may be attended by the CLAC Representative. The Union shall arrange for a mutually satisfactory date with the administrator or his designate one (1) week in advance of the meeting. A steward scheduled to work at the time of the meeting shall be granted

one (1) hour off without loss of wages to attend such a meeting.

**3.06 Labour Management Committee**

The stewards, the CLAC Representative and the Employer may meet as necessary to discuss items of mutual interest and concern. These meetings may be initiated by either party who shall request the meeting in writing and include a copy of the proposed agenda. The meeting shall be arranged whenever possible within ten (10) days of the request, at a time and place mutually convenient. However, if the matter is considered to be of such importance that delay would be detrimental to the harmonious relationship, the meeting may be initiated verbally, by mutual consent.

3.07 When a Steward is in attendance at labour management committee meetings on their day off, they will be paid at their regular rate of pay only for the time spent at the meeting. Meetings will be scheduled to decrease amount of time Stewards are away from their duties.

3.08 The Union shall have the right to appoint members to a negotiating committee, no more than an average of three (3) persons per facility represented. However, there shall not be more than one (1) employee from a classification per facility without the Employer's consent unless the employees in question are employed in a classification in which the greatest number of that facility's staff are employed. Employees on the negotiating committee shall be paid by the Employer at their regular hourly rate for all scheduled hours of work spent on negotiating a Collective Agreement with the Employer, up to and including conciliation. Best efforts on the part of the Union will be made to have one (1) representative from the Lodge

and one (1) from Long Term Care. If there is not representation from both the Lodge and Long Term Care, the Employer will only cover the cost of two (2) committee members. The Union will provide the Employer written leave requests 21 days in advance for employees on the negotiating committee.

- 3.09 Employees may meet once every second month on the Employer's premises for the discussion of Union affairs. When such meetings take place at the end of a shift the Employer shall endeavour to make arrangements to permit employees who would otherwise be on duty to attend such meetings for up to one-half (½) hour, without loss of wages. The Union shall arrange for a mutually satisfactory date and time with the administrator or his or her designate one (1) week in advance of the meeting. Such bi-monthly meetings may be attended by a CLAC Representative.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 During this Agreement and while negotiations (including arbitration) for a further agreement are taking place, the Union shall not permit or encourage any strike, slow-down or stoppage of work and shall not otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the Agreement and while negotiations (including arbitration) for a further agreement are taking place, the Employer shall not lock out any of its employees or deliberately restrict or reduce hours of work or deliberately lay off employees when such layoff is not warranted by the workload.

**ARTICLE 5 - UNION MEMBERSHIP AND CHECKOFF**

- 5.01 Neither the Employer nor the Union will compel employees to join the Union or discriminate against any employee because of Union membership or lack of it. The Employer will inform all new employees of the contractual relationship between the Employer and the Union.
- 5.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 5.03 The Employer shall have all employees sign a form authorizing the Employer to deduct each month an amount equal to union dues from the employees' pay, and any initiation fees owing. Such authorizations shall not be subject to cancellation.
- 5.04
- a. The Employer agrees to check off from each employee the amount equal to the union dues, each pay, in accordance with instructions from the Union. The total amount checked off will be turned over to the Union treasurer once every fourth week, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. However, the Employer will only be responsible to deduct and to remit dues related to the current pay period. If dues adjustments are necessary for any reason, the Employer agrees to process such adjustments upon receipt of names and total amounts to be adjusted.
  - b. The Employer shall annually report on an employee's T4 form (income tax slip) the amount of union dues deducted from the employee in that year and forwarded to the Union on the employee's behalf.

- 5.05 Employees who cannot support the Union or any other trade union because of conscientious objection, as determined by the Union's internal guidelines, may apply to the Union in writing.
- 5.06 The Union shall indemnify and save the Employer harmless with respect to all amounts so deducted and remitted.

**ARTICLE 6 - PROBATIONARY/ORIENTATION PERIOD**

- 6.01 New employees shall serve a probationary period of three hundred and seventy-five (375) hours actually worked.
- 6.02 Upon completion of the probationary period, an employee shall obtain seniority on the basis of Article 14.02.
- 6.03 On or before the expiry date of the probation period, the Employer will confirm to the employee the decision that:
- a. she has successfully completed her probation (in writing); or
  - b. terminate the employee.

The purpose of the probation 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 understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or dismissal. It is understood the termination of a probationary employee is at the sole discretion of the Employer, and as per Article 2.07 (d).

- 6.04
- a. Newly hired Registered employees shall receive five (5) shifts proper orientation. All other newly hired employees

shall receive four (4) shifts proper orientation. Orientation shall be on all shifts, prior to commencement of being scheduled or called in for regular duties.

- b. During such orientation, the new employee shall be scheduled as an "extra" in addition to the regular number of staff members, and she will be paid at a rate of one dollar (\$1.00) per hour less than the start rate in effect for her classification.
- c. The Employer agrees to provide two (2) days of orientation for existing employees who change classification at a non-reduced rate of pay.
- d. The Employer will endeavour to balance the orientation responsibilities among its qualified employees. If the Employer requires an employee to orientate, she shall receive a premium of one dollar (\$1.00) per hour worked for all hours spent orientating.

## **ARTICLE 7 - WAGE PROGRESSION**

- 7.01 Employees will progress, within their classifications, to the "1875 hours rate" etc. on the basis of 1875 hours (the probationary period included). For the purpose of calculating hours for wage progression, Article 14.02 shall be used.
- 7.02 An employee shall not be scheduled to work in both the long-term care and lodge areas of a facility. This shall not prevent an employee from accepting additional shifts in either the lodge or long-term care areas of the facility.

An employee shall not be scheduled in more than one (1) classification unless mutually agreed upon between the Employer and the Union.

If an employee works in more than one (1) classification within a department, the hours worked are to be combined for wage progression purposes in the lower paid classification only. If the classifications are at the same rate of pay, the hours worked will be combined and applied to both.

Employees will maintain whichever rate of pay is higher for the corresponding shift for the duration of the picked up shift.

## **ARTICLE 8 - PART-TIME EMPLOYEES**

- 8.01 The Employer will make the benefits set out in Articles 19.01 and 19.02 available to part-time employees and will pay fifty percent (50%) of the premium paid for full-time employees, for those part-time employees who participate. (Employees may choose one, several, or all benefits.)
- 8.02 Employees whose insurance coverage status changes due to a loss of coverage via a spouse shall not be considered as enrolling late and shall be exempt from any waiting period provided the employee provides to the Employer proof of loss of spousal coverage.
- 8.03 A part-time employee as per Article 2.02b. who assumes a temporary full-time position, shall be entitled to one hundred percent (100%) Employer-paid premiums for the insurance benefits the employee was enrolled in prior to commencement of the full-time position.



- a. The one hundred percent (100%) Employer-paid premium shall commence the month following the commencement of the full-time position.
  - b. The Employer's portion of the premium shall be reduced to fifty percent (50%) the month following the return to part-time.
- 8.04 A part-time employee who assumes a permanent full-time position shall receive full benefit coverage at 100% Employer paid premium as per the Collective Agreement. However, the employee must complete and submit to the Employer the insurance forms within thirty (30) days of the employment status. Such forms will be made readily available to the employee by the Employer.

## **ARTICLE 9 - JOB POSTING AND VACANCIES**

- 9.01 The Employer will post all permanent job vacancies and any temporary vacancies that are expected to be for a period of six (6) weeks or longer. The vacancy will be posted for five (5) calendar days. Subsequent postings will be posted for two (2) days. Applicants must apply in writing within this time period. The posting will include:
- a. Classification
  - b. Department
  - c. Starting date of the position
  - d. Qualifications required
  - e. Anticipated duration of a temporary position
  - f. Shift to be worked and the approximate number of shifts per pay period.

It is understood the employee applying for a job posting must be available on the start date, unless otherwise advised by the Employer, with the exception of those employees on pregnancy/parental leave, vacation or sick leave.

9.02 When filling a job vacancy, the Employer will consider:

- a. Skill, qualifications and ability
- b. Seniority

Preference will be given to qualified employees with the most seniority, unless the Employer has justifiable reasons for giving greater consideration to the factors in a.

9.03 All vacancies shall be posted; with the first two (2) for five (5) days and thereafter two (2) business days.

9.04

- a. No employee shall permanently fill a vacant position until that vacancy has been posted and an employee has applied for the position.
- b. If extra hours are added to the schedule, the Employer will endeavour to offer the additional time to the most senior qualified employees subject to staffing and scheduling requirements.
- c. When additional hours become available, where it is possible to do so, preference will be given to expanding the hours on current short shifts within a department.

Note: It is understood that (c) will take precedent over (b). It is also understood these additional hours are hours offered/added to this schedule by the Employer as a result of additional funds that may occur during the year. These

additional hours placed on the schedule at the discretion of the Employer in accordance with the provisions of this Article.

9.05 Employees who are on vacation or a leave of absence if not in excess of thirty (30) days may indicate in advance, in writing, their desire to apply for a posting, if such posting should occur during their absence. In such a case, the Employer shall fill the vacancy temporarily, if the absent employee is awarded the position in accordance with Article 9.02. The employee giving advance notice must get a duplicate of the notice, signed as received by the supervisor concerned.

9.06 The completion of the PSW certificate shall not be required from applicants who are already qualified as an RPN or as an RN, including RPN graduates or RN graduates, unless it is required by law.

9.07 Anyone who has been awarded a job posting shall not be eligible to apply for another position for a period of six (6) months unless the posting is on a different shift or in a different department and has equal or greater hours.

An employee awarded a temporary position must complete the period of the posted job prior to applying for another posting unless the other posting is a permanent position or has greater hours and is on a different shift or in a different department.

9.08

a. When an employee transfers from one classification to another, there shall be a trial period of seven (7) days worked by the employee to determine if the employee has the skill and ability to perform the new duties during which time and/or at the end of the seven (7) days, either the

Employer or the employee may request/require that the employee return to her previous position.

The same seven (7) day trial period outlined above shall apply in protecting an employee's bargaining unit job when she transfers to a non-bargaining unit position.

- b. Employees who transfer permanently from one (1) shift to another as defined within the parameters of 11.01 will be allowed a trial period of fourteen (14) days worked by the Employer. Any orientation required for changing shifts will be at the discretion of the Employer. The employee or the Employer may request a return to the previous shifts at any time during the trial as per (a) above.

## **ARTICLE 10 - JOB CLASSIFICATIONS AND RATES OF PAY**

10.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Collective Agreement and forms a part of it.

10.02

- a. When a new classification (which is covered by the terms of this Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Union of the same within seven (7) days. If the Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given

by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

- b. The parties understand and recognize that employees may wish to upgrade their qualifications and skills in order that they may apply under the provisions of Article 9 for positions within new classifications should such positions arise.

Employees wanting to upgrade themselves, will be given the opportunity to apply for new positions provided:

- i. they have the ability required for the new position;
- ii. they obtain the necessary qualifications required for the position within six months from the date of being accepted into the new position or the length of time required to complete the certificate program; and
- iii. If a greater time is required the parties will meet/discuss extensions as required. Granting of such extensions will not be unreasonably withheld.

10.03

- a. Wages shall be paid biweekly. Pay statements (direct deposit) will be made available during regular office hours on the day it is deposited. For the 11:00 p.m. – 7:00 a.m. shift pay statements will be made available on signature. Where possible the Employer will provide pay stubs as per current practice.
- b. If an employee informs the Employer of an error on her pay cheque within twenty-four (24) hours of receipt, the Employer shall correct the error by no later than three (3) working days.
- c. In the event there is a change to the payroll date/direct deposits, the Employer will give sixty (60) days' notice in advance of the changed date.

10.04 If an employee who is scheduled to work and is not notified one (1) hour or more prior to the scheduled shift that she is not needed, and she subsequently reports for work will be given four (4) hours of work at the applicable rate. In such circumstances, if an employee is called one (1) hour or more before she is scheduled to report for work and is informed that she is not to report for work, then the provisions of this Article shall not apply.

10.05 When an employee is called in to work within one-half ( $\frac{1}{2}$ ) hour of the starting time of the shift, and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

10.06 When an employee is "called back" after completion of her regular shift, she shall receive a minimum of four (4) hours pay at the appropriate rate.

10.07 All staff members shall be paid at their straight time hourly rate for attending staff meetings or in-service training meetings where their attendance is required by the Employer. The Employer will endeavour to hold meetings at times convenient to the employees involved. It is the employees' responsibility to ensure they are in attendance as required.

**10.08 Shift Premium**

All employees who are required by the Employer to work on two (2) or more shifts within a two (2) week pay period, shall receive a shift premium of thirty cents (30¢) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium, and shift premium will not form part of the employee's straight time hourly rate.

**10.09 Weekend Premium**

A weekend premium of forty cents (40¢) per hour worked will be paid between the start of their shift commencing on or about 2300 hours on Friday to the end of the shift ending on or about 2300 hours on Sunday.

Effective August 1, 2021, the weekend premium will increase to forty-five cents (45¢) per hour.

**ARTICLE 11 - HOURS OF WORK, OVERTIME, WORK SCHEDULES**

11.01 It is agreed that the normal shifts shall be on/or about as follows:

- a. The first shift of the day shall commence at 11:00 p.m. and finish at 7:00 a.m.;
- b. The second shift of the day shall commence at 7:00 a.m. and finish at 3:00 p.m.;
- c. The third shift of the day shall commence at 3:00 p.m. and finish at 11:00 p.m.

The parties agree that there are existing shifts, including short shifts, that vary from the times set out above and that there may be a requirement to change shifts or establish alternative shifts in the future.

Changes, if required, will be based on the need to provide efficient, quality care for residents. Changes will not be implemented without concern for and without consultation and mutual agreement with the Union.

#### 11.02 **Overtime Pay**

Overtime pay is defined as one and one-half times (1½x) the straight time hourly rate and shall be paid under the following conditions:

- a. must be authorized by the supervisor, with the understanding that call-ins constitute such authorization for the employee called in to work;
- b. full-time employees shall receive overtime pay for all work performed:
  - i. in excess of seven and one-half (7½) hours per day;
  - ii. in excess of seventy-five (75) hours per pay period;
  - iii. in excess of seven (7) consecutive days;



- iv. excess of ten (10) scheduled days in a pay period. For clarity, once an employee has worked ten (10) scheduled days in a pay period, their eleventh and subsequent days of work would attract overtime premium. Overtime premium shall not apply to days that are dropped, given away or exchanged.
  - v. within the specified "break" period defined in Article 11.07; and
  - vi. in excess of five (5) consecutive scheduled days.
- c. part-time Employees shall receive overtime pay for all work performed:
- i. in excess of seven and one-half (7½) hours per day;
  - ii. in excess of seventy-five (75) hours per pay period;
  - iii. in excess of seven (7) consecutive days;
  - iv. within the specified "break" period as defined in Article 11.07; and
  - v. in excess of five (5) consecutive scheduled days.
- d. employees working short shifts of five (5) hours or less shall receive overtime pay for all work performed:
- i. in excess of eight (8) hours per day;
  - ii. in excess of seventy-five (75) hours per pay period;
  - iii. in excess of seven (7) consecutive days;
  - iv. within the specified break period of eight (8) hours;
  - v. within the specified break-between-shifts period, except for the first eight (8) hours of work; and
  - vi. in excess of five (5) consecutive scheduled days.
- e. there shall be no pyramiding of overtime under any provisions of this Agreement.

11.03

- a. For clarification, a paid holiday will commence at 11:00 p.m. on the night preceding the holiday, and end at 10:59 p.m. on the holiday.
- b. Those employees working the eleven to seven (11:00 p.m. – 7:00 a.m.) shift when the change from daylight saving to standard time, or vice versa, occurs shall be paid straight time for the exact number of hours worked during the shift.

11.04 Work schedules covering a four (4) week period will be posted at least one (1) week in advance. No changes shall be made in the schedule of the employees once the schedule has been posted, unless the Employer and the employee(s) concerned agree. The Employer will use its best efforts to establish a master schedule for all employees. The posting of schedules may be amended at each location by mutual agreement. Employee requests for a specific day off must be submitted to the direct supervisor one (1) week in advance of posting.

- a. Employees with more seniority who work short shifts shall be given preference over less senior part-time employees, within the same classification, for any seven and one-half (7½) hour shifts which become available due to vacations. The Employer shall endeavour to apply the same principle in Workers Compensation cases. For the purpose of this Article, a short shift shall be defined as a shift of six (6) hours or less.
- b. Full-time employees with five (5) years seniority or more may be allowed to reduce their work schedule to a minimum of eight (8) shifts in a two (2) week pay period. Such reductions shall be valid for a mutually agreed upon time

frame which may be renewed. When an employee working on such a reduced schedule leaves her position, the position will be posted without the shift reduction. Part-time employees taking these extra shifts are not eligible to receive full-time benefits. It is understood that should there be no part-time employees willing to pick up the posted dropped shift, the request may be denied. It is further understood that this reduction in hours will not create an increase in the total compensation cost of the bi-weekly pay period.

11.05 The Employer shall arrange shifts so that each full-time (and where possible each part-time employee) shall have a free weekend every second weekend or more often unless weekend work is at the request of the employee. For the purpose of this Article, a weekend is considered to be a Saturday and Sunday, unless otherwise mutually agreed.

11.06 **Shift Giveaways and Exchanges**

Only employees who do not currently participate in drop shifts are eligible shift for giveaways.

Employees may giveaway or exchange working days and days off with other qualified employees, in the same classification, in the employ of the Employer, providing that, except in cases of emergency, they submit such requests in writing for approval, forty-eight (48) hours in advance, and no later than 4:00pm on Fridays for weekend shifts, to their supervisor. Such requests will be presented on an approved form identifying which employee has accepted the giveaway/swap. No employee shall work in excess of eight (8) consecutive days due to such giveaway or exchange. Shift giveaways and exchanges will not result in any overtime or premium pay. In addition,

staff who accept a shift giveaway are not eligible for sick pay if they call in sick for that shift. It is agreed that staff are permitted to request one (1) shift giveaway and one (1) shift exchange per pay period. All shift exchanges should take place within the posted schedule.

11.07

a. **Nursing Staff**

An employee shall not work more than two (2) different shifts in any one (1) week, but shall have a break of at least sixteen (16) hours between shifts, unless otherwise mutually agreed.

b. **Housekeeping and Laundry Staffs**

An employee shall not work more than two (2) different shifts in any one (1) week, but shall have a break of at least eleven (11) hours between shifts.

c. **Kitchen Staff**

An employee shall not work more than two (2) different shifts in any one (1) week, but shall have a break of at least eleven (11) hours between shifts.

d. Prior to changing any existing shift, wing, or floor location where the employee of the Revera Inc. presently works, there will be a full and thorough discussion with representatives of the Union.

e. The parties recognize that there are Master Schedules in existence at all locations; if changes are required in the future this will be done in consultation with the Union.

11.08 The following call-in procedure shall apply in all facilities; however, the procedure may be amended locally by mutual agreement of the parties.

The Employer shall maintain a list of part-time employees to be available for casual call-in. Employees on the call-in list shall be called in order of seniority beginning with the most senior employee, until the staff shortage is filled. Full-time employees who are not scheduled for seventy-five (75) hours in a two (2) week period may have their names added to the bottom of the call-in list. This list shall be posted.

Each call will be indicated on that part-time call-in sheet as to "worked," "no answer," "refused."

Succeeding call-ins will commence with the person listed below the last person to accept a call-in and so on, on a rotational basis.

"No answer" and "refused" shall be counted as "worked" for the purpose of call-in rotation.

If a call-in is answered by an answering machine or employee beeper, the Employer shall leave a message that a call-in is available and for what shift, before hanging up. The Employer will continue its efforts to fill the staff shortage, but if the employee responds ready to work prior to the call-in vacancy being filled, she shall be permitted to take the call-in.

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work, until such time as all employees that are available would be eligible for overtime pay.

Many part-time staff have regularly scheduled shifts. Their first commitment is to those shifts.

Should there be an indication that the replacement required will be for an extended period of two (2) days or more, keeping in mind the continuity of care, those shifts will be offered to one available part-time staff member on the floor in order of seniority.

11.09 Part-time employees hired on or after June 13, 1991 will be committed to work additional days, (to a total of three (3) days per week), upon request by the Employer, specifically during the summer months and during the Christmas/New Year's holiday period and to replace full-time employees. The Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees. Unreasonable or consistent refusal by part-time employees to work additional days upon request may result in disciplinary action up to and including termination.

Part-time employees hired prior to the date of June 13, 1991 will continue to meet employment commitments agreed to at the time of hire.

**11.10 Responsibility Premium**

When an employee is assigned or scheduled to do work outside of the bargaining unit or to fill in for a supervisor for one half of a shift or more, that employee shall be paid a premium of ten dollars (\$10.00) per shift in addition to her regular rate of pay for all hours worked while so assigned. Also, RPNs who replace an RN are also eligible for this premium.

## ARTICLE 12 - ABSENCE FROM WORK

12.01 If an employee is unable to report for work, she shall give the Employer a minimum of four (4) hours' notice (except for the day shift which shall be subject to a minimum of (1) hours' notice). In case notice is not given in the required time, the employee shall lose her eligibility for the first sick day as outlined in Article 20, unless the inability to work is due to an accident which prevents the employee from giving the proper minimum notice.

If an employee who has given notice of her inability to work finds herself able to work she may call in and be allowed to report for work if the Employer has been unable to replace her or if arrangements with the replacing employee can be cancelled.

12.02 An employee who is off work due to illness or injury or approved leave of absence shall inform the Employer in advance of her return to work for her scheduled shifts in accordance with the following:

- a. 1 - 2 days: expected to return unless an employee calls in
- b. 3 - 7 days: eight (8) hours
- c. 8 - 14 days: forty-eight (48) hours
- d. 15 days or more: seventy-two (72) hours

The Employer may, at its discretion, require a doctor's certificate for any absence due to illness or injury. If the Employer can demonstrate a pattern of abuse for an employee, the employee is responsible for the cost of the medical certificate.

**ARTICLE 13 - LUNCH AND REST BREAKS**

13.01 Employees shall receive a lunch break of one-half ( $\frac{1}{2}$ ) hour in case they are scheduled to work a shift of five (5) or more hours. Such lunch breaks will be scheduled at or near the middle of the employee's shift and shall not be considered as time worked.

There shall also be one (1) fifteen (15) minute break with pay during each shift or one-half ( $\frac{1}{2}$ ) shift of three and three-quarter ( $3\frac{3}{4}$ ) hours or longer.

Employees shall be allowed their full breaks as set out above without interruption except in cases of fire drills or emergency. Interrupted breaks shall be extended for the portion missed.

13.02 Employees who are required by the Employer to stay on the Employer's premises or to carry a beeper during their lunch break shall be paid for the lunch break at the regular rate of pay. Such paid lunch break time shall not be counted as hours worked for the purpose of calculating overtime.

13.03 An employee who works more than four (4) hours of overtime after completion of her regular shift shall be provided with a free meal after each four (4) hours of overtime. It is understood the meal is "as provided by the Employer" and the Employee is not to remove food from the kitchen in the Home.

13.04 Where an employee is called into work and reports to work within one hour of the call, the employee shall be provided with a free meal at her meal break, if she so desires. It is understood the meal is "as provided by the Employer" and the Employee is not to remove food from the kitchen in the Home.



## ARTICLE 14 - SENIORITY

14.01 Seniority is the ranking of employees in accordance with their length of employment from the date of (re)hiring for vacation purposes.

14.02 Seniority shall be recognized by the Employer and shall accumulate for all employees on the basis of hours worked and paid for, hours not worked and paid for by the Employer, and hours paid for by WSIB for a period of twelve (12) months. In case of maternity, parental and adoption leaves, seniority will accumulate as per government regulations.

14.03

a. A seniority list containing the names of all employees, their respective dates of hire and total seniority hours accumulated to date will be posted on the Union bulletin board and will be revised and posted quarterly.

b. The Employer will supply each steward and the Union office with a copy of the seniority list.

14.04 Seniority status, once acquired, shall be lost and the employee shall be deemed terminated for the following reasons if an employee:

a. voluntarily resigns;

b. is discharged for just cause;

c. is on layoff in excess of twenty-four (24) continuous months;

d. is off work due to illness for a period of the employee's accrued seniority at the time the illness commenced, up to a maximum of thirty-six (36) months;

- e. fails to notify the Employer of her intention to return to work within five (5) calendar days following a layoff and after being notified by registered mail to do so;
- f. fails to return to work on the date arrived at in (e) above without sufficient cause;
- g. is absent from work without leave of absence being granted by or a satisfactory explanation being offered for an absence of three (3) working days;
- h. retires;
- i. has been receiving WSIB, as a result of a work related injury or illness while in the employ of the Employer, for more than thirty-six (36) months; or
- j. employees who are on a leave of absence and engage in gainful employment while on such leave are subject to dismissal unless otherwise agreed to by the Employer.

## **ARTICLE 15 - REHIRING AND TRANSFERS**

### **15.01**

- a. Any employee who terminates her employment in good standing with the Employer (i.e. proper notice given, no outstanding reprimands, acceptable work records) and reapplies for a vacant position in her former classification at the same facility within one (1) year of her termination, providing she is capable of performing the work and has the necessary skill and ability, shall be the first person to be considered for rehire if there are no qualified bargaining unit applicants. In cases where more than one (1) person qualifies, past seniority will determine choice.

In the event of the successful rehiring employees will begin earning seniority on the new start date as per Article 6.02, following successful completion of their probationary period. The decision to rehire is at the discretion of the Employer.

Employees shall be paid at the step on the wage grid which they were at when they terminated and progress from there.

- b. Former employees hired to a new classification shall begin earning seniority from the new start date as per Article 6.02, following successful completion of their probationary period. However, they shall receive the after-probation rate from their date of hire unless the start rate for the new classification is higher than the employee's rate at the time of termination. In such case the start rate for the classification will apply.
- c. Former employees hired at a new location will be paid in accordance with the provisions set out in (a) or (b), above, as applicable. It is understood the “new” location relates only to the Homes listed in the Collective Agreement.

#### 15.02 **Transfers**

When a seniority employee transfers, she shall retain all of her seniority accumulated with the Employer for the purposes of increments, vacation pay determination, seniority list and all other benefits unless otherwise specified and shall be subject to the following conditions:

- a. If an employee is transferred, or reclassified to a higher rated job group, at the same location, she shall receive the higher of her present rate, or the starting rate of the job to

which she is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

- b. If an employee is transferred to a lower job group, at the same location, due to a reduction in staff, inability to perform her work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 2, the employee will receive the corresponding rate for the job group to which she was transferred. If an employee is involuntarily transferred she shall not receive a decrease in pay.
- c. If an employee is transferred to the same classification at another facility listed under Article 2.01 she will serve a trial period of fourteen (14) days worked and she will be paid according to her total length of service with the Employer.

If an employee is transferred to a different classification at another facility listed under Article 2.01 she will serve the probation period as outlined in Article 6 and she will be paid according to her total length of service with the Employer.

The transferred employee's seniority shall be retained in her former location until the completion of the trial or the probationary period, whichever is applicable.

15.03 When an employee transfers to a facility listed under Article 2.01, she must report on a mutually agreed-upon date.

15.04 If an employee requests a transfer to another facility, and if there is a vacancy at that facility, the request shall be granted if the employee's seniority entitles her to such transfer, provided the employee concerned has the skill, ability, health, and qualifications required to fill the position.

For job postings, the transferred employee shall have priority over an employee with less than three hundred and seventy-five (375) hours at the “transferred to” facility listed under Article 2.01.

The employee's seniority shall be transferred with her to the new facility and continue to apply for all purposes except job postings. For job postings only the transferred employee's "seniority" shall be the length of time worked in the facility.

- 15.05 Employees who work in more than one Revera Inc. owned or operated facility represented by the Union shall have their seniority accumulate for wage progression purposes only. Employees who may be affected by this provision must advise the Employer at each location at January and July so long as they work at two (2) locations, and the Employer undertakes to make any necessary adjustments in the wage progression as of January and July each year.

## ARTICLE 16 - LAYOFF AND RECALL

### 16.01

- a. **Layoff and Recalls:** The Employer, whenever possible, shall give the Union and the employees concerned six (6) weeks' notice of the intention to lay off employees when the layoff is expected to be permanent or long term (in excess of thirteen [13] weeks duration). Such notice to the Union is not in addition to the notice provided to employees. Length of notice to individual employees shall be in accordance with the *Employment Standards Act*. Employees with nine (9) years seniority or greater shall be provided with one (1) additional weeks' notice for each year of seniority, to a maximum of twelve (12) weeks' notice.

Layoffs and recalls will be implemented according to seniority, provided that the employee affected has the skill and ability to do the job, with probationary employees laid off first, and the recalls in the reverse order in which they were laid off.

- b. Subject to the operations of the Home, the Employer shall make every effort to minimize the effect on regularly scheduled positions, where this can be reasonably accommodated within the work schedule and the operations of the Home.
- c. Where hours or shifts have been reduced, the Employer will make every effort to reinstate those hours to the employees who were reduced before new positions were added or an employee is recalled from a full layoff. Where an employee was forced to bump outside her classification to maintain her hours, she will return to the position she held at the time of layoff.

This Article shall be administered within the provisions of Article 14.04c.

- d. For short term layoffs, (one of less than thirteen [13] weeks duration) the Employer whenever possible, shall give seniority employees concerned as well as the Union, a two (2) week notice of the intention to lay off employees. Such notice will be included in any notice necessary should the layoff become long term. This provision shall override the posted work schedule.

16.02 An employee whose position is subject to layoff or reduction of hours shall have the right at the employee's option to either;

- a. accept the layoff or reduction; or
- b. displace an employee who has lesser seniority provided that such a position exists on any shift which is equal or less than their regularly scheduled position.

An employee will have five (5) calendar days following written notification to indicate their choice. Failure to indicate within the above time limits will be deemed to mean that the layoff or reduction is accepted. For short term layoff an employee shall have three (3) business days to indicate his/her choice.

**16.03**

- a. Employees on layoff shall be notified of job postings by the Employer.
- b. No new employee shall be hired until all those fully laid off have been given an opportunity to return to work and have failed to do so, or in accordance with the loss of seniority provisions under Article 14.04c. have been found unable to perform the work available.

**16.04** Laid off employees shall be entitled to one (1) bump. If an employee bumps an employee holding a temporary position, such employee shall be laid off once the temporary vacancy has expired.

**16.05** Any grievance with respect to a layoff shall be taken up under the grievance procedure within five (5) working days after the commencement of the layoff but not later.

**16.06** Employees who accept a permanent job outside the bargaining unit will have their seniority frozen after their thirty (30) day trial period. These employees may come back after the thirty

(30) days if a vacancy exists. If the job is temporary only, the employee may return to her former bargaining unit position with full credit for time spent outside of the unit.

## **ARTICLE 17 - PAID HOLIDAYS**

17.01 The following days are paid holidays under this Agreement for full-time employees at their regular rate of pay:

*New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Remembrance Day.*

If another day than July 1<sup>st</sup> is declared to be the holiday, the employees will be so informed in advance.

All employees with ten (10) years or more of employment will be entitled to one (1) additional float day during that calendar year to be taken at a mutually agreeable time between the employee and the Employer.

All employees with twenty-seven (27) years or more of employment will be entitled to one (1) additional float day during that calendar year to be taken at a mutually agreeable time between the employee and the Employer.

17.02 All part-time employees shall receive pay for all holidays listed in Article 17.01 in proportion to the hours they work in a regular full-time workweek, averaged over the immediately preceding two (2), two-week pay periods, subject to the provisions of Article 17.03.

17.03 An employee does not qualify for a paid holiday if the employee:



- a. has not completed her probationary period. Once probation has been successfully completed the employee shall receive any outstanding monies from statutory holidays earned during the probationary period.;
- b. is absent for all or part of the normal shift immediately preceding or following the holiday, except where absence is due to illness or injury or the employee is on any approved absence;
- c. having agreed to work on a paid holiday and does not report for work.

17.04 If an employee is scheduled to work on a recognized holiday, she shall receive one (1) regular day's pay plus time and one-half (1½) her regular rate for all hours worked on such a holiday, or she may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties within thirty (30) days, plus time and one-half (1½) her regular rate for the hours worked on such a holiday.

- a. Full-time employees with the approval of their supervisor may accumulate and select other days off in lieu of the paid holidays. The days selected must fall within ninety (90) days after the holiday. Employees will be provided with confirmation of approval of request for lieu days within two (2) working days from submission of the request.

In such cases, an employee may elect to receive pay for the paid holiday worked at one and one-half (1½) times the regular rate with the remaining pay (straight time for the holiday) being paid on the day taken off in lieu of the paid holiday worked.

Lieu days will be paid for at the rate of pay in effect at the time they were earned.

It is understood that granting of lieu days are subject to the operations of the home.

If an employee fails to request a lieu day, the Employer may schedule a day off for the employee.

For the purposes of this Article “regular day’s pay” for part-time employees is as defined in Article 17.02.

- 17.05 An employee who is absent on any of the above-named holidays after being scheduled to work forfeits all pay for the day unless such absence is due to illness or injury. The Employer may require such illness or injury to be substantiated by a medical certificate.
- 17.06 In the event that any paid holiday falls on a full-time employee's day off or during her vacation period, she shall receive an additional day off with pay or a day's pay in lieu thereof.
- 17.07 No employee shall receive sick pay and holiday pay for the same day. She shall receive pay for only one (1) paid holiday if the holiday occurs in the first thirty (30) days of a period of absence due to illness. Otherwise the employee shall receive sick pay if eligible.
- 17.08 If an employee receives a leave of absence during the time of qualifying days for a statutory holiday, the employee shall be paid for the first such holiday that occurs within thirty (30) days from commencement of the leave of absence.

17.09 Employees may be scheduled to work either on Christmas Day or New Year's Day alternatively, but not on both of these holidays, unless the employee wishes to do so. The Employer will endeavour to schedule two consecutive days off at either Christmas or New Year's, where possible. Requests for days off on Christmas and New Year's will be granted on a seniority basis and based on the safe and efficient operations of the Employer. It is understood the master schedule will be suspended during this period.

**ARTICLE 18 - VACATION AND VACATION PAY**

18.01 Vacations shall be granted to employees in accordance with the following schedule.

For the purpose of calculating vacation pay the employee's last date of hire shall be used.

For the purpose of calculating vacation time off the employee's length of service at June 30<sup>th</sup> of the year shall be used.

<b>Length of Service</b>	<b>Vacation Time Off</b>	<b>Vacation Pay</b>
Under 1 year	1 day/full month of service	4%
1 year but less than 3 years	2 weeks	4%
3 years but less than 5 years	3 weeks	6%
5 years but less than 7 years	4 weeks	6%
7 years but less than 9 years	4 weeks	8%
9 years but less than 15 years	5 weeks	8%
15 years but less than 23 years	5 weeks	10%
23 years but less than 28 years	6 weeks	12%
28 years or more	7 weeks	14%

## 18.02 Vacation Requests

- a. A blank vacation schedule shall be posted by April 1<sup>st</sup> of each year. Vacation time choice(s) must be indicated by May 1<sup>st</sup>. On June 1<sup>st</sup>, the final schedule shall be posted. No changes shall be allowed in the schedule except with the consent of the employees affected, the stewards and the Employer.

Vacation requests submitted after May 1<sup>st</sup> shall be granted on a first come, first serve basis in keeping with the safe and effective operation of the Employer.

If vacation requests are submitted at the same time, the request for the full vacation week will take precedence over an individual day request. Seniority shall not apply in this case.

- b. The Employer shall schedule vacations in accordance with the seniority of the employees and the staffing requirements of the home, in consultation with the stewards. In case of conflict, employees may be limited in the length of the vacation time taken from July 1 to September 15.

During the period between July 1 to September 15 employees may be limited to a maximum of two (2) weeks of vacation, until all employees have been given the opportunity to also take two (2) weeks of vacation. An employee may be able to take additional time if there is no conflict in the weeks they have selected and/or if there are exceptional reasons for the extension which will be considered reasonably by their respective manager.

- c. Consistent with the *Employment Standards Act*, employees shall take not less than two (2) of the weeks of their vacation

time entitlement in segments of at least one (1) week in duration.

Those employees, who have vacation entitlement in excess of two (2) weeks, may take one (1) of their additional weeks of entitlement in five (5) individual days. Providing that, except in cases of emergency they submit such requests in writing forty-eight (48) hours in advance to their supervisor. Such requests shall be granted unless just cause is given to the employee in writing, why the request cannot be granted.

Individual vacation days may be requested, provided two (2) weeks of vacation are booked.

The number of eligible individual vacation days per week for part-time employees shall be calculated by adding the total number of shifts worked from January 1<sup>st</sup> to June 30<sup>th</sup> of each year, divided by twenty-six (26).

- d. In cases of exceptional circumstances, employees may request to have the balance of their vacation bank paid, provided they have taken two (2) weeks of vacation.

### 18.03

- a. Vacation pay is calculated at the applicable percentage of the employee's gross earnings, with increments in the rate of vacation pay to become effective on the employee's last date of hire. Employees shall receive their corresponding vacation pay during their scheduled vacation time. This salary continuance option shall not require the filling out of the vacation pay form.

Individual vacation days will be paid out within the pay period they are taken.

- b. The Employer shall pay-out vacation earnings at the rate of two percent (2%) of gross earnings per week of vacation taken until the employee's vacation bank is depleted. It is understood that reference to weeks of vacation refer to periods of seven (7) consecutive calendar days.
- c. The definition of “gross earnings” shall be interpreted to mean; any monies paid directly to an employee by the Employer for hours worked and paid, and all hours not worked but paid for by the Employer to the employee, within the vacation year.

18.04 When an employee's employment is terminated for any reason, full payment for vacations earned but not taken will be paid out. Any arrears owing would be deducted from this sum.

18.05 Vacations earned in any year up to the June 30th cut-off date are to be taken during the subsequent vacation year. Vacations are not cumulative and must be taken prior to the subsequent June 30th. Employees, who have outstanding paid vacation entitlement, as of February 1st of the current vacation year, will have the remaining vacation scheduled by the Employer, in consultation with the employee concerned.

If the above is not feasible, any remaining vacation pay earnings at the end of the vacation year shall be paid to the employee in the first full pay period after June 30th.

## ARTICLE 19 - INSURANCE PLANS

19.01 The Employer agrees to contribute one hundred percent (100%) of the premium cost of the following Plans for full-time employees (and their families where applicable) who have completed their probationary period.

- a. **Life Insurance Plan:** providing \$30,000.00 life insurance.
- b. **Accidental Death and Dismemberment Insurance:** providing \$30,000.00 accidental death and dismemberment insurance.
- c. **Major Medical** benefits including a Drug Plan: The amount deductible for health benefits is ten dollars (\$10.00) per individual, twenty dollars (\$20.00) per family, once per calendar year. The Drug Plan covers only generic drugs, unless otherwise ordered by a physician. Para-practitioners will be \$400.00 per practitioner per year.
- d. **Vision Care Plan:** providing coverage for lenses and frames at a maximum amount of two hundred and seventy-five dollars (\$275.00) every two (2) years per person for each employee and her eligible family members. In addition, eye exams are covered under the Plan.

Effective August 1, 2021, vision coverage will increase to three hundred dollars (\$300).

- e. **Long Term Disability:** The Employer agrees to co-operate with the CLAC Health Fund by deducting bi-weekly premiums and by providing the appropriate employee information required for the operation of the 100% employee paid Long Term Disability (LTD) Plan for all

permanent full-time employees. This Plan does not apply to full-time employees at Brierwood Gardens Seniors' Community.

19.02

- a. **Dental Plan:** The Employer agrees to pay sixty percent (60%) of the cost of a Dental Plan, equivalent to the Blue Cross No. 9 Plan, with a twelve dollar and fifty cent (\$12.50) per individual and a twenty-five dollar (\$25.00) per family deductible amount once per calendar year. The Employer agrees to pay seventy-five percent (75%) of the premium.
- b. Dental Plan coverage will be at the previous year's Ontario Dental Association fee schedule. The coverage shall be upgraded annually at January 1<sup>st</sup> to the previous year's fee schedule.

19.03

- a. The Employer agrees to provide adequate malpractice and residents bodily injury insurance to cover an employee or employees in the event of any such legal action brought against an employee or employees in the course of employment with the Employer.
- b. The Employer agrees to provide insurance information to employees upon completion of probation.

19.04 **Benefit Premiums**

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

- a. during the calendar month in which a layoff occurs;



b. during the first thirty (30) consecutive days of an authorized leave of absence without pay;

19.05 Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- Lift Insurance reduced by 50%
- Extended Health
- Vision Care
- Dental
- Hearing

In any event, once an employee reaches age seventy (70) and she continues to be employed, she shall automatically receive seventy cents (70¢) in lieu of such benefits.

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

## **ARTICLE 20 - SICK DAYS**

20.01 Full-time employees shall accumulate sick leave credits at the rate of one and one-half (1½) days per month to a maximum of one hundred and twenty (120) days. Sick leave is payable on the first day of sickness and thereafter as follows:

First 7 days in a calendar year	100%
8 <sup>th</sup> sick day and onward in a calendar year	85%

20.02 The total accumulation of sick days per year shall be eighteen (18) days and sick days shall be cumulative from year to year to a maximum of one hundred and twenty (120) days.

**REVERA LONG TERM CARE INC.**

**COLLECTIVE AGREEMENT: August 1, 2019 – July 31, 2022**

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Accumulation beyond the previous maximum shall commence with the month of March 2017.

20.03 Part-time employees hired at Brantford and Owen Sound after July 14, 1988 (at Riverbend after April 30, 1989), part-time employees hired at Brantford and Owen Sound prior to July 15, 1988 (at Riverbend prior to May 1, 1989) who chose to participate in the pro-rata benefit program, and part-time employees at Paris and Kincardine will be entitled to accrue a sick bank based on eleven and one-quarter (11¼) hours for each one hundred and sixty-two and one-half (162½) hours paid by the Employer, to a maximum of nine hundred (900) hours. Sick leave is payable on the first day of sickness and thereafter as follows:

First 7 days in a calendar year	100%
8 <sup>th</sup> sick day and onward in a calendar year	85%

20.04 Upon returning to work following a sickness, employees shall be credited the balance of their accumulated sick leave for use in subsequent sickness periods.

20.05 Employee's entitled to sick pay and off work due to sickness shall only receive pay for the actual hours scheduled and not worked.

20.06 If there is a demonstrated pattern of abuse of the use of sick days on the part of the employee, the Employer may withhold payment for the first two (2) days of absence due to illness after the fifth illness of the employee in any calendar year. The Employer will meet with the individual employee prior to withholding any wages with respect to that employee's pattern of absence.

- 20.07 The employees' share of the Employer's Employment Insurance reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.
- 20.08 Sick benefits will only cease at date of layoff or termination of employment if the disability started within two (2) months of the date of layoff or separation and notice of layoff or separation was given prior to the occurrence of the disability. Otherwise, payment of sick leave benefits will continue after layoff or termination until the lesser of the duration of the disability or the exhaustion of the paid sick bank, or seventy-five (75) days.
- 20.09 When an employee's scheduled vacation is interrupted due to admission to hospital for an injury or illness which commenced just prior to and continues into the scheduled vacation period, the period shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.
- 20.10 Sick day banks will be shown on pay stubs as long as an employee has a balance in their sick day bank.

## **ARTICLE 21 - PENSION PLAN**

- 21.01 This Plan applies to all employees covered by this Collective Agreement.
- 21.02 It is mandatory for all employees with six (6) months' employment to participate in the Pension Plan. New employees will join the Plan immediately upon completing six (6) months of employment.

**REVERA LONG TERM CARE INC.**

**COLLECTIVE AGREEMENT: August 1, 2019 – July 31, 2022**

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- 21.03 The Employer shall deduct from the covered wages, of each eligible employee, each pay, an amount equal to four percent (4%) of such covered wages.
- 21.04 The Employer shall pay an amount equal to four percent (4%) of covered wages of each eligible employee.
- 21.05 Covered wages as set out in 21.03 and 21.04 above include straight time hourly wages, the straight time portion of holiday pay and vacation pay. All other earnings are excluded.
- 21.06 The Employer will remit the employee's and the Employer's contributions to Pension Plan #0398594, a Registered Money Purchase Plan, within thirty (30) days following the end of the month for which contributions are payable, together with an itemized list of employees and the amounts applicable to each.
- 21.07 The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employee's behalf. The Plan shall be responsible for informing the employees about the Plan including an annual statement to each employee, showing their previous year's balance, new contributions made, new earnings and new balance.
- 21.08
- a. The Employer agrees to deduct by way of payroll deduction and send to the Union's Benefit Administration Office, voluntary employee contributions in addition to any Collective Agreement Pension Plan contributions provided an employee is already enrolled in the Plan. Such amounts shall not exceed the limits established by Revenue Canada. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration office. Any administrative errors made by the Employer must be

brought to the attention of the Union Benefit Administration Office within the calendar year.

- b. Employees who wish on a voluntary basis to have additional monies deducted from their pay and sent to the Pension Plan Office shall request a form from the Employer provided by the CLAC Benefit Administration Office with the first remittance of such additional voluntary contributions.
- c. Employer amounts will be limited to amounts agreed in Article 21.04 above.

#### 21.09 **Contribution Continuation**

The Employer shall continue to pay its portion of pension contributions, provided employees continue to pay their portion, as follows:

- a. while in receipt of WSIB compensation as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;
- b. while on maternity/parenting leave, for the period it is required to continue pension contributions, in line with government legislation.

Employer and employee contributions will be based on the employee's average covered wages during their four (4) regular pay periods prior to being off work.

Employees must make arrangements with the Employer to pay their portion of all pension contributions to the Employer by the fifteenth (15<sup>th</sup>) of the month in which they are due.

21.10 Where legislation or the Plan prohibits an employee from contributing to the Plan because of age, an amount equivalent to the deductions in Article 21 will be directed to the employee's wages.

## **ARTICLE 22 - LEAVES OF ABSENCE**

### **22.01 For Personal Reasons**

- a. At the discretion of the Employer, an employee may be granted leave of absence without pay for personal reasons. Except in emergencies, written application for leave of absence must be made at least two (2) weeks in advance of such leave. When applying, the employee must indicate the date of departure and specify the date of return.
- b. The Employer will give a written reply to the request within one (1) week after he has received the request. If the request is denied, he shall state the reason in the reply. The Union shall receive a copy of the reply.
- c. An employee who overstays her authorized leave shall be considered to have terminated her employment without notice unless she provides an explanation satisfactory to the Employer.
- d. To qualify for leaves of absence as stipulated above the employee must have completed nine hundred and thirty seven and one half (937½) hours of employment with the Employer and it is expressly understood, no benefits except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

- e. In the case of absence due to illness, injury or approved leave of absence, employees with seniority shall be paid for the first paid holiday (as specified in Article 17) falling within a one (1) month period from the commencement of such absences.

**22.02 For Educational Sessions**

- a. Upon request of the Union, each steward shall be entitled to an unpaid leave of absence of two (2) days per year for the purpose of attending educational seminars sponsored by the Union.
- b. Unpaid leave of absence, for up to one (1) year, may be granted to employees to attend professional and educational meetings, seminars, courses or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- c. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the tuition cost associated with such courses. If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

**22.03 Pregnancy and Parental Leave**

- a. The quantum of leave for pregnancy and parental leave shall correspond to the quantum provided pursuant to the *Employment Standards Act* as amended by Bill 147, except for the following provisions:

- b. An employee on pregnancy leave, who is in receipt of Employment Insurance (E.I.) pregnancy benefits pursuant to Section 30 of the *Employment Insurance Act*, shall be paid a supplemental benefit by the Employer. The supplemental benefit will be eighteen percent (18%) of the employee's regular weekly earnings, commencing after the one (1) week EI waiting period, and paid on a monthly basis for a period of up to fifteen (15) weeks.
- c. An employee must complete ten (10) months of continuous employment prior to the expected date of birth to be paid a supplemental insurance benefit.
- d. 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.
- e. The employee does not have any vested right except to receive payments for the covered employment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Employment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the



parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

**22.04 Paid Education Leave**

The Employer shall monthly remit to the Union, together with the remittance of Union dues, two cents (2¢) 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.

**22.05 Effect of Absence**

Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- a. It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Employer both seniority and service will accrue.
- b. During an absence not paid by the Employer save and except leaves of absence provided for in the Employment Standards Act, exceeding 30 continuous calendar days other than an absence under the pregnancy and parental provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement elsewhere, shall be suspended and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence exceeding 30 continuous calendar days. The employee may continue these benefits, at his/her

own expense, for up to 12 months by providing payment in advance covering the employer and employee premiums for each month of absence. If the employee fails to make the required payment in a timely manner, benefits will be terminated.

- c. It is further understood that such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in WSIB/WCB benefits subject to any provincial minimum statutory standard.

d. **Benefits – WSIB/WCB, Sick Leave, Paid Leave**

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or W.S.I.B. if the employee continues her contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Workplace Safety and Insurance Benefits shall continue for up to twenty-four (24) months following the date of the injury. It is further understood that in the case of sick leave, the Employer will continue to pay its share of premiums for up to six (6) months. After six (6) months, the employee may continue benefits by paying the full premiums for up to 12 months by providing payment in advance covering the employer and employee premiums for each month of absence. If the employee fails to make the required payment in a timely manner, benefits will be terminated.

## ARTICLE 23 - BEREAVEMENT LEAVE

### 23.01 Bereavement Leave

- a. If an employee is bereaved of a grandparent, step-parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law she shall be granted a leave of absence up to three (3) days.

If an employee is bereaved of her direct aunt or uncle she shall be granted a leave of absence of one (1) day, with pay.

The days granted shall be between the date of death and two (2) days after the funeral.

- b. If an employee is bereaved of her spouse, parent, child or grandchild she shall be granted a leave of absence of five (5) days, with pay.

The days granted shall be between the date of death and two (2) days after the funeral.

- c. If necessary, an employee will be able to bank one (1) day of their bereavement leave to use as a spring internment date.

*Note: It is understood, verification of attendance at a funeral or spring internment or memorial may be requested by the Employer.*

- d. Where it is necessary because of distance, the employee may be provided up to three (3) days additional unpaid leave.

- 23.02 Bereavement pay shall be paid only for days upon which the employee was scheduled to work.

23.03 An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payment for holiday pay or vacation pay. If an employee is on sick leave and attends the funeral, the bereavement leave will not be charged against sick leave accumulated.

#### **ARTICLE 24 - JURY DUTY AND SUBPOENAED WITNESS**

24.01 The Employer shall reimburse an employee on jury duty at regular rates of pay for each day while serving on jury duty. The employee must provide the Employer with a signed document from the clerk of the court, stating the days in attendance and the amount of payment received from the court. The Employer shall deduct payments received from the court from the employee's wages.

24.02 It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve on jury duty.

24.03 The Employer shall reimburse an employee called as a subpoenaed witness at regular rates of pay for all scheduled work time missed, to a maximum of five (5) days per employee per calendar year. The Employer shall be provided with a copy of the subpoena and the Employer may deduct any wage compensation amounts received under the subpoena from the employee's wages.

#### **ARTICLE 25 - APRONS AND UNIFORMS**

25.01 Kitchen staff shall be provided aprons free of charge by the Employer.

25.02 All employees shall be given a uniform allowance by the Employer as follows:

- a. Full-time - \$13.00/month
- b. Part-time - \$7.00/month

An employee must work at least twelve (12) hours in the month to get the month's credit.

Such allowance shall be paid by the Employer two (2) times per contract year on a separate deposit, the payments being due on the pay period closest to June 30<sup>th</sup> and December 31<sup>st</sup> of each year.

The purpose of the uniform allowance is for the purchase and maintenance of uniforms.

## **ARTICLE 26 - TRANSPORTATION**

26.01 An employee who agrees to use her personal vehicle for the Employer shall be paid thirty cents (30¢) per kilometre for all authorized use. The Employer will review this rate of compensation from time to time.

## **ARTICLE 27 - DISCHARGE, SUSPENSION AND WARNING**

27.01

- a. When the behaviour of an employee calls for a discipline by the Employer, the discipline shall be a written one and a copy of this discipline shall be forwarded immediately to the Stewards and the Union.
  - i. **Letters of Reprimand:** Letter of reprimand are to be removed from an employee's personnel file after twelve

(12) months from the date of discipline provided that the employee's disciplinary record has remained discipline free over the twelve (12) month period, except in the case of incidents involving resident abuse where the record will remain on file unless reversed at arbitration or by settlement. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twelve (12) month period noted above.

ii. **Suspension:** Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline provided that the employee's disciplinary record has remained discipline free over the eighteen (18) month period, except in the case of incidents involving resident abuse where the record will remain on file unless reversed at arbitration or by settlement. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.

iii. **Viewing the File:** Having provided a written request to the Executive Director at least one (1) week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary *notations* contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

b. The Employer shall ensure that a Steward is present when an employee is disciplined.

c. In the event that a supervisor must discipline an employee when a Steward is not available, the supervisor shall administer the discipline and arrange to meet with the Steward and the employee the next business day.

27.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension, provided the employee has completed her probationary period, the Union may file a grievance at the first step of the grievance process. Within five (5) workdays following discharge, provided the employee has completed her probationary period, the Union may file a grievance at the second step of the grievance process. Within ten (10) workdays following the grievance meeting, the Union may process the grievance to mediation or arbitration if the matter remains unresolved.

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

28.01 The parties to this Agreement recognize the stewards and the CLAC Representative specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.

### **28.02 Complaint Stage**

Any employee who has a complaint will, accompanied by a steward or a CLAC Representative if she so desires, discuss the same with her immediate supervisor within five (5) workdays of the act or condition causing the complaint. This supervisor will deal with the complaint not later than the third workday following the day upon which the complaint is submitted and will notify the employee and the Union Representative of his decision within five (5) workdays following the said meeting. If

the reply is not satisfactory to the employee, she may process the complaint as a grievance by following the steps set out below. It is understood that an employee does not have a grievance until the matter has been the subject of a complaint.

**Step 1**

The employee, accompanied by a steward or a CLAC Representative, may submit the same to her immediate supervisor within five (5) workdays of the decision reached above. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing within five (5) workdays following the said meeting.

**Step 2**

If the grievance is not settled under step 1, a Union Representative will, within five (5) workdays of the decision under step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) workdays following the said meeting.

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



- 28.04 The Employer or the Union shall not be required to consider or process "single" or "group" grievances which arise out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or a recurring nature, this limitation period shall not begin to run until the action or condition has ceased. At no time may an employee or group of employees file a grievance on behalf of another employee.
- 28.05 A "policy grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable. A policy grievance may be submitted by either party to arbitration under Article 29, by-passing Step 1. Such policy grievance shall be signed by a steward or a CLAC Representative, or in the case of an Employer's policy grievance, by the Employer or his representative.
- 28.06 Saturdays, Sundays, and the paid holidays designated in this Agreement will not be counted in determining the time in which any action is to be taken or completed under the grievance procedure or arbitration procedure.

## **ARTICLE 29 - ARBITRATION**

- 29.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration under the following procedure.
- 29.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within ten (10) days after receiving the decision given at Step 2 of the grievance procedure.

- 29.03 If a notice of desire to arbitrate is served, the party serving the same shall designate whether it wishes to have the arbitration heard by a board of arbitration or by a sole arbitrator. If the party serving the notice designates a board of arbitration, the two (2) parties shall each nominate an arbitrator within ten (10) days of service and notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall attempt to select, by agreement, a chairman. If the party serving the notice designates a sole arbitrator, the two (2) parties shall attempt to select, by agreement, a sole arbitrator. If the two (2) arbitrators are unable to select a chairman within ten (10) days of their appointment, or if the parties are unable to select a sole arbitrator within ten (10) days of the notice that the party wishes to have the arbitration heard by a sole arbitrator, either party may request the Minister of Labour to appoint an impartial chairman or an impartial arbitrator, as the case may be. Where the arbitration is to be heard by a sole arbitrator, all references hereinafter contained in this Article to a board of arbitration shall apply to the sole arbitrator, making all necessary changes.
- 29.04 No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 29.05 The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairman of the arbitration board governs and shall be final and binding.
- 29.06 Notices of desire to arbitrate and of nomination of an arbitrator shall be served personally or by registered mail to the Home. If served by registered mail, the date of mailing shall be deemed to be the date of service.

29.07 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceeding in accordance with Article 29.03.

29.08 An employee found to be wrongfully discharged or suspended may be reinstated without loss of seniority. The arbitration board may have the jurisdiction, power, and authority to decide of the payment of back pay; if it so decides, back pay shall be calculated at day rate, or average earnings, as applicable times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitration board.

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

29.09 Where the arbitration board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the arbitration board may substitute a penalty which is, in its opinion, just and equitable.

29.10 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the chairman of the arbitration board.

29.11 The Employer and the Union agree that upon joint application of the parties, a private grievance settlement/mediation officer may be called in to attempt to effect a settlement between the parties in respect to any unresolved grievance. The parties further agree that this process is not meant to delay the prompt processing of any grievance and that the expenses

of the grievance settlement officer/mediator shall be shared 50/50 between the parties.

29.12 The board of arbitration shall not have jurisdiction or authority to alter or modify any provision of this Agreement or to substitute any new provisions in lieu thereof.

### **ARTICLE 30 - HARASSMENT POLICY**

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

30.02 “Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.” ref. *Ontario Human Rights Code*, Sec. 10(1).

30.03 Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or handicap. ref. *Ontario Human Rights Code*, Sec 5(2).

30.04 Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer; agent of the Employer or by another employee. ref *Ontario Human Rights Code*, Sec. 7(2).

30.05 The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

30.06 An employee who believes that she has been harassed, contrary to this provision shall follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 28 and 29 of the Collective Agreement prior to filing a complaint with the *Ontario Human Rights Code*.

### **ARTICLE 31 - BULLETIN BOARDS**

31.01 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees and the Union membership. All such notices must be submitted to the facility's administrator for approval prior to posting. Such approval shall not be unreasonably withheld.

### **ARTICLE 32 - GENERAL**

32.01 The Employer agrees to provide employees with access to the Canada Savings Bond Payroll deduction program effective the Fall of 2002 and annually thereafter.

32.02 The Union will provide the Employer with an electronic copy of the Collective Agreement in Microsoft Word or other similar version that provides for edits and amendments.

**ARTICLE 33 - DURATION**

33.01 This Agreement shall continue in full force and effect until the thirty-first (31<sup>st</sup>) day of July, two thousand and twenty two (2022) and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to delete, change or amend any of the provisions contained herein, within the period from ninety (90) days to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

33.02 The payment of retroactive wages to employees shall be done within three (3) pay periods following date of ratification.

Dated at Mississauga, ON, this 30 day of October, 2020.

Signed on behalf of  
**REVERA LONG TERM CARE INC.**

Per *Sandra Fougere*

Per \_\_\_\_\_

Signed on behalf of  
**CLAC**

Per 

**SCHEDULE "A"**  
**CLASSIFICATIONS AND RATES OF PAY**  
**NURSING HOME**

<b>CLASSIFICATION</b>		<b>Expired Aug 1 2018</b>	<b>Aug 1 2019</b>	<b>Aug 1 2020</b>	<b>Aug 1 2021</b>
Housekeeping Aide,	<b>START</b>	19.01	19.30	19.59	19.88
Dietary Aide,	<b>PROB</b>	19.44	19.73	20.03	20.33
Laundry Aide	<b>1875 hrs</b>	19.95	20.25	20.55	20.86
<b>(Nursing Home)</b>	<b>3750 hrs</b>	20.54	20.85	21.16	21.48
	<b>5625 hrs</b>	21.27	21.59	21.92	22.24
Nurse Aide	<b>START</b>	19.27	19.56	19.85	20.15
Recreation Aide	<b>PROB</b>	19.72	20.01	20.31	20.62
Assistant Cook	<b>1875 hrs</b>	20.20	20.50	20.81	21.12
<b>(Nursing Home)</b>	<b>3750 hrs</b>	20.81	21.13	21.44	21.76
	<b>5625 hrs</b>	21.52	21.84	22.17	22.50
Cook	<b>START</b>	20.58	20.89	21.20	21.52
	<b>PROB</b>	21.02	21.34	21.66	21.98
	<b>1875 hrs</b>	21.51	21.83	22.16	22.49
	<b>3750 hrs</b>	22.12	22.45	22.79	23.13
	<b>5625 hrs</b>	22.83	23.17	23.52	23.87
RPN	<b>START</b>	24.27	24.64	25.01	25.38
<b>(Nursing Home)</b>	<b>PROB</b>	24.68	25.05	25.42	25.81
	<b>1875 hrs</b>	25.16	25.54	25.92	26.31
	<b>3750 hrs</b>	25.80	26.19	26.58	26.98
	<b>5625 hrs</b>	26.48	26.88	27.28	27.69

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Maintenance	<b>START</b>	19.90	20.20	20.50	20.81
	<b>PROB</b>	20.33	20.64	20.95	21.26
	<b>1875 hrs</b>	20.84	21.15	21.47	21.79
	<b>3750 hrs</b>	21.43	21.75	22.07	22.41
	<b>5625 hrs</b>	22.16	22.49	22.83	23.17
PSW/ HCA	<b>START</b>	19.47	19.76	20.06	20.36
	<b>PROB</b>	19.92	20.22	20.52	20.83
	<b>1875 hrs</b>	20.40	20.71	21.02	21.33
	<b>3750 hrs</b>	21.01	21.33	21.65	21.97
	<b>5625 hrs</b>	21.71	22.04	22.37	22.70

**RETIREMENT HOME**

<b>CLASSIFICATION</b>		<b>Expired Aug 1 2018</b>	<b>Aug 1 2019</b>	<b>Aug 1 2020</b>	<b>Aug 1 2021</b>
Attendant	<b>START</b>	15.22	15.52	15.83	16.15
Activation Aide (Retirement Home)	<b>PROB</b>	15.92	16.24	16.56	16.89
	<b>1875 hrs</b>	17.32	17.66	18.02	18.38
	<b>3750 hrs</b>	17.96	18.32	18.69	19.06
	<b>5625 hrs</b>	18.69	19.06	19.44	19.83
Housekeeping Aide (Retirement Home)	<b>START</b>	14.91	15.21	15.51	15.82
	<b>PROB</b>	15.65	15.97	16.28	16.61
	<b>1875 hrs</b>	17.04	17.38	17.73	18.08
	<b>3750 hrs</b>	17.68	18.03	18.39	18.76
	<b>5625 hrs</b>	18.42	18.79	19.16	19.55



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RPN	<b>START</b>	21.37	21.80	22.23	22.68
(Retirement Home)	<b>PROB</b>	22.13	22.57	23.02	23.48
	<b>1875 hrs</b>	23.52	23.99	24.47	24.96
	<b>3750 hrs</b>	24.14	24.63	25.12	25.62
	<b>5625 hrs</b>	24.95	25.45	25.96	26.48
PSW/ HCA	<b>START</b>	15.42	15.72	16.04	16.36
	<b>PROB</b>	16.12	16.44	16.77	17.10
	<b>1875 hrs</b>	17.52	17.87	18.22	18.59
	<b>3750 hrs</b>	18.16	18.52	18.89	19.27
	<b>5625 hrs</b>	18.89	19.27	19.65	20.05

Note: Pay Bands in this Schedule only concern rates of pay. Each classification in a band, for the purposes of this Agreement, is separate from the others in the same pay band

**TELFER PLACE  
 REGISTERED NURSES**

<b>CLASSIFICATION</b>	<b>Grid Level</b>	<b>Expired Aug 1 2018</b>	<b>Aug 1 2019</b>	<b>Aug 1 2020</b>	<b>Aug 1 2021</b>
Registered Nurse	<b>START</b>	26.76	27.16	27.57	27.98
	<b>Probation</b>	27.39	27.80	28.22	28.64
	<b>1 Year</b>	28.60	29.03	29.47	29.91
	<b>2 Year</b>	29.56	30.00	30.45	30.91
	<b>3 Year</b>	31.15	31.62	32.09	32.57
	<b>4 Year</b>	32.42	32.91	33.40	33.90
	<b>5 Year</b>	34.02	34.53	35.05	35.58
	<b>6 Year</b>	35.54	36.07	36.61	37.16
	<b>7 Year</b>	38.57	39.15	39.74	40.34
	<b>8 Year</b>	41.72	42.35	42.99	43.63

**Personal Support Worker**

1. Employees working as Recreation Aide (Nursing Home) who have HCA/PSW or better qualifications will receive the a premium of twenty cents (\$0.20).
2. Any current employees receiving the HCA/PSW premium without being qualified as outlined will continue to be paid the premium.

**RN Related Experience**

1. Employer will recognize recent relevant experience (as determined by the Employer) on the basis of one (1) annual increment for each one (1) year of service up to a maximum of the grid. Part-time service shall be recognized on the basis of 1800 hours worked in previous employment equals one (1) year of service.

It shall be the responsibility of a newly hired employee to provide reasonable proof during the probationary period of recent and related experience in order to be considered for a salary increment and if she fails to do so shall not be entitled to recognition.

2. Registered Nurses shall receive an “on-call” premium of twelve dollars (\$12.00) per shift.

### **RPN Related Experience**

Where an RPN is hired and has recent related RPN experience (as determined by the Employer) in a long term care or hospital setting, she may apply for such recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one (1) year’s movement on the grid for each one (1) years’ experience. Where the experience is part-time, one year equals to 1800 hours worked.

It shall be the responsibility of the newly hired employee to provide reasonable proof during the probationary period of recent and related experience in order to be considered for a salary increment and if she fails to do so shall not be entitled to recognition.

### **Handy Person**

A premium of twenty-five cents (25¢) per hour above the applicable Housekeeping rate will be paid to an employee for all hours worked as a Handy Person when designated by the Employer.

### **Gerontology**

An employee with a certificate from a recognized program in gerontology shall receive a premium of five cents (5¢) per hour in addition to her regular hourly rate of pay.

**Certified Cook**

Upon presentation to the Employer of a Provincial Cook's Certificate for the completion of a recognized four (4) year program, a Cook shall receive a premium of twenty-five cents (25¢) per hour in addition to her regular rate of pay.

**Dietary Aide**

Effective first full pay period following ratification: Dietary aides who have completed educational requirements set out in section 78 of the *Long Term Care Act* will receive a premium of ten cent (10¢) above their prevailing rate.

**LETTER OF UNDERSTANDING #1**

Between  
**REVERA LONG TERM CARE INC.**  
**operating as TRILLIUM COURT**

and  
**CLAC**

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**CHRISTMAS SCHEDULE & SUSPENDED MASTER SCHEDULE**

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The parties agree that in regard to Article 17.09, it is understood that during the Christmas season, employees who wish to have three (3) consecutive days off either at Christmas or New Year's in keeping with rotational practice, will be accommodated whenever possible.

It is further understood that at times when the Master Schedule is suspended (i.e. Christmas), these rules need not apply in order to maximize the opportunity for all staff to have their time off.

Original Date: August 11, 1999 at Guelph, Ontario.

**LETTER OF UNDERSTANDING #2**

Between  
**REVERA LONG TERM CARE INC.**  
**operating as BRIERWOOD GARDENS**

and  
**CLAC**

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**INDIVIDUAL VACATION DAYS**

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On a without prejudice or precedent basis the above referenced parties agree to the following on a trial basis:

1. Pursuant to Article 18.02 c. of the Collective Agreement, during such vacation year those full-time employees who have vacation entitlement in excess of two (2) weeks and who have taken this two (2) week entitlement in segments of at least one (1) week duration, may take the balance of their vacation days in single day allotments provided that:
  - Except in cases of emergency where authorized by the department head or designate;
  - They submit their request forty-eight (48) hours in advance;
  - Such single vacation days are not requested for weekends, and not at peak periods so as to unfairly impact other staff members' week(s) long vacation approval or the Employer's ability to manage the facility. For further clarity, if vacation requests are submitted at the same time, the request for the full vacation week will take precedence over an individual day request. Seniority shall not apply in this case.

**REVERA LONG TERM CARE INC.**

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2. Payment of single vacation days will be made in the pay period in which they are taken.

Original Date: April 27, 2001.

**LETTER OF UNDERSTANDING #3**

Between  
**REVERA LONG TERM CARE INC.**  
  
and  
**CLAC**

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**POLICY WITH RESPECT TO EMPLOYEES ON PREGNANCY/PARENTAL  
LEAVE APPLYING FOR JOB POSTINGS WHILE NOT ACTUALLY AT WORK**

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The above parties agree that the following policy will take effect on August 30, 2002 on a go-forward basis:

1. Employees on pregnancy and parental leave may apply for job postings while on their leave on the same terms and conditions as working employees.
2. The exercise of this right does not entitle the employee to claim any other increased benefit or compensation under the Collective Agreement during the remainder of their leave.
3. It is understood that the applicant upon returning from the pregnancy or parental leave must take up the position upon the expiry of the leave or forfeit the position. The only exception would be if the employee has a further approved, paid or legislated leave. No additional discretionary leave will be granted prior to the working the new posting.
4. The Union further agrees not to pursue retroactive claims outside of the normal time limits of the grievance procedure.

Original Date: this 30<sup>th</sup> day of August at Grimsby, Ontario.



**LETTER OF UNDERSTANDING #4**

Between  
**REVERA LONG TERM CARE INC.**

and  
**CLAC**

---

**ALLEGATIONS OF ABUSE**

---

The parties agree that the abuse of residents will not be tolerated and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the workplace while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Steward is on site, the Union Steward will be present at the time the employee is sent home. If a Union Steward is not present, the Union Steward will be advised no later than the next business day.

All investigations will be completed as quickly as possible. Furthermore, the parties understand that all employees are obligated and responsible to report abuse of a resident.

## LETTER OF UNDERSTANDING #5

Between  
**REVERA LONG TERM CARE INC.**  
**operating as Brierwood Gardens**  
**and Riverbend Place**  
**and Summit Place**  
**and Telfer Place**

and  
**CLAC**

---

### COVERAGE FOR VACATION AND LIEU DAYS IN ENVIRONMENTAL SERVICES

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Vacation time coverage will be offered first, based on seniority, to employees within the same sub-department. If no one from the sub-department is available, it will then be offered to part-time and casual employees, based on seniority (department wide) provided they are qualified to work in that sub-department.

Lieu day coverage will also be granted and handed out in the same manner as the vacation time outlines above.

All shift exchanges will be granted for employees within the department, as long as the receiving employee is also qualified in the respective sub-department.

*Note: Employees within the same sub-department will be offered the opportunity to fill vacation coverage first*

**LETTER OF UNDERSTANDING #6**

Between  
**REVERA LONG TERM CARE INC.**  
**operating as TRILLIUM COURT**

and  
**CLAC**

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**SHADOW SYSTEM**

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It is recognized by both parties that Trillium Court operates its master schedule under a “shadow system”. Each full-time employee is shadowed by a part-time employee. Part-time shadows have the first opportunity of vacation replacement, and lieu day replacement for their full-time partner’s schedule.

When a full-time employee drops shifts according to Article 11.04b., the part-time shadow has the first opportunity to post into these shifts. It is understood that if the shadow employee chooses not to accept the available dropped shift(s), that the available shift(s) shall be posted in accordance with the posting procedure outlined in the Collective Agreement. It is further understood that there is no applicable trial period for employees posting into the dropped shifts.

In the event an employee is granted the opportunity to drop shift(s), it is understood the employee will be available to cover the dropped shift in the event the Employer cannot find a replacement or the shift cannot be covered.

**REVERA LONG TERM CARE INC.**

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The above shadow system shall also apply to two part-time employees who share a short-shift line.

**LETTER OF UNDERSTANDING #7**

Between  
**REVERA LONG TERM CARE INC.**  
**operating as TRILLIUM COURT**

and  
**CLAC**

---

**SUCCESSFUL JOB POSTING APPLICANT**

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Whereas the collective agreement does not currently specify the duration of time an employee may take to consider whether or not to accept a job posting they were the successful applicant for;

And whereas the parties wish to determine a reasonable limit on the amount of time an employee may take in order to minimize delay;  
The parties agree to the following on a without precedent or prejudice basis:

1. Where an employee is the successful applicant for a permanent or temporary job vacancy as per Article 9 of the collective agreement, the Employer will notify the employee that they are the successful applicant either in person, on the phone, or via voice message on their preferred phone voicemail.
2. The Employer will notify the successful applicant that they have twenty-four (24) hours in which to respond to the job position offer.

3. Should an employee not respond to the Employer within twenty-four (24) hours, the Employer may proceed to offer the vacant position to the next appropriate applicant, if any.
4. Should an employee know in advance that they will not be able to respond within twenty-four hours, they shall communicate this to the Employer at the time of application, prior to the job posting coming down.

This agreement shall remain in effect until the conclusion of the current collective agreement. However, it is understood that should either party have concerns with this process, they will meet to discuss and seek a mutually agreeable resolution.

**LETTER OF UNDERSTANDING #8**

Between  
**REVERA LONG TERM CARE INC.**  
**and TELFER PLACE**

and  
**CLAC**

---

**BREAK TIMES FOR DIETARY SHORT SHIFT ON DAYS**

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Under Article 13.01 of the Collective Agreement, employees shall receive a lunch break of one-half ( $\frac{1}{2}$ ) hour in case they are scheduled to work a shift of five (5) or more hours.

The Employer has added forty-five (45) minutes to the dietary aide short shift on days. Formally a four (4) hours and forty-five (45) minute shift (8:00 a.m. to 12:45 p.m.), the shift has become a five (5) and a one-half ( $\frac{1}{2}$ ) hour shift (8:00 a.m. to 1:30 p.m.). The employees involved and the Employer have agreed to waive their entitlement to receive an unpaid lunch break of one-half ( $\frac{1}{2}$ ) hours during their five and one-half ( $5\frac{1}{2}$ ) hour shift. Employees will maintain their entitlement to one (1) fifteen (15) minute break with pay during their shift.

It is understood that this arrangement is on a without prejudice or precedent basis. Should this arrangement no longer be suitable, the parties agree to meet together to discuss any alternative arrangement. It is understood that should the parties not be able to

**REVERA LONG TERM CARE INC.**

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agree to an alternate arrangement the Collective Agreement language shall apply.



**LETTER OF UNDERSTANDING #9**

Between  
**REVERA LONG TERM CARE INC.**  
  
and  
**CLAC**

---

**UNREGULATED CARE PROVIDER PREMIUM**

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It is agreed that Personal Support Workers who have been trained as UCPs and are scheduled and assigned to work as an UCP in the Lodge and will continue to receive the premium currently in place at their home.

**LETTER OF UNDERSTANDING #10**

Between  
**REVERA LONG TERM CARE INC.**

and  
**CLAC**

---

**RETROACTIVITY**

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Retroactivity shall apply to all wage related components of the agreement. Such payment shall be on all hours paid to employees beginning with the collective agreement term start date. Previous employees who concluded their employment relationship during the term of the new agreement are to be notified of their entitlement by the employer within three weeks of the date of ratification (or award) by mail sent to the last address on file for such employees. These past employees will have thirty (30) days from the date of mailing to make a claim for payment after which the employer shall no longer be liable. As per Article 33.02, retroactive wages to employees shall be done within three (3) pay periods following the date of ratification.

This letter of understanding will expire at the conclusion of the Collective Agreement unless renewed by the parties.

**LETTER OF UNDERSTANDING #11**

**Between**  
**REVERA LONG TERM CARE INC.**

**and**  
**CLAC**

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**ROAD CLOSURES**

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Employees who are prevented from coming to work due to winter road closures may have access to their float days/lieu days/vacation days if they so request. For clarity, this is for instances when the county has deemed it unsafe and illegal to drive on closed roads due to winter conditions.

**LETTER OF UNDERSTANDING #12**

**Between**  
**REVERA LONG TERM CARE INC.**

**and**  
**CLAC**

---

**INNOVATIVE/EXTENDED SHIFT SCHEDULES**

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Schedules which are inconsistent with the Collective Agreement provisions may be developed at the Local Home Labour Management Committee in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules (including extended shifts) may be determined by the Home and the Union subject to the following principles:

- a. The introduction of an innovative scheduled may be established when:
  - i. sixty-six and two thirds (66 2/3%) of the full-time and regular part-time staff impacted by the changes in such classification so indicate by secret ballot; and
  - ii. the Home agrees to implement the work schedule on the unit.
  - iii. An agreed upon trial period is established
- b. It is understood that upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules;

**REVERA LONG TERM CARE INC.**

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It is understood and agreed that innovative schedules arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

**LETTER OF UNDERSTANDING #13**

**Between**  
**REVERA LONG TERM CARE INC.**

**and**  
**CLAC**

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**UNION MEMBERSHIP AND CHECKOFF**

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The parties agree to meet within 90 days of ratification (or date of award) to discuss the timing for the implementation of the following new Union dues remittance and checkoff language which will replace the existing language of Articles 5.01 – 5.06. It is understood that in no case will the language be implemented later than December 31<sup>st</sup>, 2020.

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

5.02 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 the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.

5.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

5.04 The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:

- a. first, middle and last name;
- b. rate of hourly pay'
- c. any hourly premiums;
- d. gross earnings
- e. total regular and overtime hours worked in the month for which such deductions are made.
- f. dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
- g. Social Insurance Number
- h. date of birth;

5.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:

- a. complete mailing address;
- b. e-mail address;
- c. primary telephone;
- d. date of hire;
- e. classification;

5.06 The Employer shall also record on a remittance any of the following changes in employment status;

- a. Change in classification
- b. Job end date (for temporary, or permanent separation).

5.07 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and

it will inform all new employees of the contractual relationship with the Union.

5.08 Employees who cannot support the Union with their dues for reasons of conscience, 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.

5.09 The Employer shall annually report on an employee's T4 form (income tax slip) the amount of union dues deducted from the employee in that year and forwarded to the Union on the employee's behalf.



**LETTERS OF UNDERSTANDING – SIGNING PAGE**

Between  
**REVERA LONG TERM CARE INC.**

and  
**CLAC**

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The parties agree to abide by the thirteen (13) Letters of Understanding contained herein.

**Dated at \_\_\_\_\_, ON , this \_\_\_ day of \_\_\_\_\_ , 2020.**

Signed on behalf of  
**REVERA LONG TERM CARE INC.**

Per \_\_\_\_\_

Per \_\_\_\_\_

Signed on behalf of  
**CLAC**

Per  \_\_\_\_\_

**CAMBRIDGE MEMBER CENTRE**

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