

COLLECTIVE AGREEMENT

Between

WHISPERING PINES RESIDENCE

And

HEALTH CARE AND SERVICE

WORKERS UNION,

CLAC LOCAL 304

DURATION: APRIL 1, 2017 – MARCH 31, 2020

COLLECTIVE AGREEMENT

Between

**WHISPERING PINES RESIDENCE
(hereinafter referred to as "the Employer")**

and

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

APRIL 1, 2017 – MARCH 31, 2020

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION	2
ARTICLE 3 - MANAGEMENT RIGHTS	4
ARTICLE 4 - UNION REPRESENTATION	6
ARTICLE 5 - HEALTH AND SAFETY	10
ARTICLE 6 - NO STRIKES OR LOCKOUTS	12
ARTICLE 7 - WAGES AND RATES OF PAY	12
ARTICLE 8 - PROBATIONARY PERIOD, ORIENTATION AND EVALUATIONS.....	15
ARTICLE 9 - JOB CLASSIFICATIONS, RATES OF PAY, AND CALL-INS	16
ARTICLE 10 - HOURS OF WORK, WORK SCHEDULES AND OVERTIME	20
ARTICLE 11 - VACANCIES, JOB POSTING, HIRING AND TRANSFERS	25
ARTICLE 12 - VACATION AND VACATON PAY.....	29
ARTICLE 13 - HOLIDAYS.....	33
ARTICLE 14 - SENIORITY AND LAYOFFS	36
ARTICLE 15 - SICK LEAVE	40
ARTICLE 16 - ABSENCE FROM WORK AND REPORTING	43
ARTICLE 17 - LEAVES OF ABSENCE AND BEREAVEMENT LEAVE	43
ARTICLE 18 - BENEFIT PLAN	48
ARTICLE 19 - PENSION PLAN	52

ARTICLE 20 - UNIFORM ALLOWANCE	55
ARTICLE 21 - TRAINING ASSISTANCE AND IN-SERVICE MEETINGS.....	56
ARTICLE 22 - DISCHARGE, SUSPENSION AND WARNING	57
ARTICLE 23 - COMPLAINT AND GRIEVANCE PROCEDURE	59
ARTICLE 24 - ARBITRATION.....	61
ARTICLE 25 - RETROACTIVITY.....	63
ARTICLE 26 - DURATION	64
SCHEDULE "A"	66

COLLECTIVE AGREEMENT

ARTICLE 1 - PREAMBLE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and all employees represented by the Union, and to encourage a cooperative and harmonious relationship in the promotion of the highest of standards of care and service provided by Whispering Pines Management and Staff.

1.02 **Legislation**

In the event that any future legislation that applies to this facility or its employee's renders null and void any provision of the Collective Agreement, such legislation shall prevail. The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.03 **Conflict with Employer Policies**

The Employer's published Human Resources Policies are in effect where they do not conflict with this Agreement or with applicable legislation. Only those portions of the Policy which conflict with the Agreement, or applicable legislation, will cease to have effect.

1.04 Whenever the term “day” is used throughout this Agreement, it shall mean a calendar day unless specifically noted differently, since the Employer operates on a twenty-four (24) hour, seven (7) day per week basis.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Health Care and Service Workers Union, CLAC Local 304, (The Union) as the sole bargaining agent for all employees of The Whispering Pines Retirement Residence in Barrie, Ontario, save and except supervisors, persons above the rank of supervisor, activities coordinator, reception, office and clerical staff.

2.02

- a. A full-time employee is defined as a person who regularly works more than fifty-two (52) hours per two (2) week pay period.
- b. A part-time employee is defined as a person who regularly works fifty-two (52) hours or less per two (2) week pay period.
- c. Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so requires and vice versa.
- d. A casual employee is an employee who is called in to work as required, but does not work a regular schedule, or does so only for a specified period of time. Casual employees must provide their availability

six (6) weeks at a time. This availability must include two (2) weekends for the period of availability. A casual employee who does not work at least three (3) of the shifts they have identified as being available for shall be deemed terminated. For the purpose of call in shifts casual staff will only be called in in the event that;

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

2.03 No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or its Representatives which conflicts with the terms of this Agreement.

2.04 Persons excluded from the bargaining unit shall not regularly perform bargaining unit work where such work would result in the layoff of bargaining unit employees. If the Union believes the Employer is abusing this article it has the right to discuss the situation with the Employer.

2.05 The Employer shall not contract out bargaining unit work, except in the case of emergency if, as a result of such contracting out, bargaining unit personnel are laid off or work fewer hours than they would normally have worked.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that, subject to the limitations set out in this Agreement, it is the right of the Employer to manage, develop, and operate the Employer's facility, as well as direct its' employees. Without limiting the generality of the forgoing, the functions of the Employer shall include the following rights:

- a. to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Residence;
- b. to maintain order, discipline, efficiency and in connection therewith to establish and enforce rules, regulations, policies and practices from time to time 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;
- c. to select, hire, retire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed probation has been discharged or disciplined without just cause may

be the subject of a grievance and dealt with as hereinafter provided;

- d. to determine the nature and kind of business conducted by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds or machines to be used, the methods of operating and control of materials or goods to be used;
- e. to have the right to plan, direct and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods and facilities, equipment, and to direct and control the amount of supervision necessary, combining or splitting up of departments, and to determine the number of employees. The Union reserves the right to request consultation when there are changes in staffing;
- f. in the exercise of its managerial rights, decisions or actions will not be made in an arbitrary, bad faith, or discriminatory manner;
- g. These rights will not be performed in a manner inconsistent with the terms of this Agreement. A claim that the Employer has so exercised these rights may be the matter of grievance.

3.02 The Employer will endeavour to inform the Union a CLAC Representative in advance of all planned significant changes in its method of operations. The Union is entitled

to make such representations to the Employer as it deems appropriate.

ARTICLE 4 - UNION REPRESENTATION

4.01 The Employer recognizes the right of the Union to appoint or select two (2) stewards from the bargaining unit. The Union shall forthwith advise the Employer in writing as to the names of the stewards. The duties of the steward may include:

- a. Being a Representative of the employees in certain matters including the processing of grievances. When dealing with grievances, one (1) steward will deal with the processing of any one grievance and assist the employee in preparing and presenting a grievance in accordance with the grievance procedure;
- b. Attending meetings called by management where the presence of the steward is requested; and
- c. Investigation of complaints of an urgent nature.

4.02 A steward shall be granted time off, without loss of pay, to assist an employee in the presentation of a grievance where such a grievance must reasonably be dealt with during the stewards working hours and where the granting of time off will not result in operational difficulties for the Employer. Before leaving the work area, the steward shall request permission from the supervisor or the General Manager. Such permission shall

not be unreasonably withheld. Upon completing her task the steward shall advise her supervisor or the General Manager of her return.

4.03 CLAC Representatives represent 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 to enforce all rights of the employees under this Agreement and under the law. The Employer agrees that access to its premises will be granted to Representatives of the Union. Generally twenty-four (24) hours' notice will be given to the General Manager, including the purpose and duration of the visit. Such visits shall not interfere with the Employer's operation.

4.04 The Employer shall provide one (1) bulletin board for the purpose of Union notices. The use of such bulletin board is restricted to non-partisan, legal business affairs of the Union.

4.05 **Bargaining Committee**

The Union has the right to appoint a maximum of two (2) members from the facility to the bargaining committee. Only employees who have completed their probationary period will be appointed. The committee would, as a goal, be representative of various classifications under this Collective Agreement. These employees shall be paid by the Employer at their regular pay for all regularly scheduled hours missed as a result of attending meetings

with the Employer for the purposes of negotiating a Collective Agreement with the Employer up to and including Conciliation.

Notwithstanding any other provision in this Agreement, employees serving on the bargaining committee shall accrue seniority as if they were working a normal shift for all time spent negotiating a Collective Agreement with the Employer, up to and including conciliation.

4.06 Union Meetings

The Union will seek permission of the General Manager in advance, if it is necessary to hold meetings on the Employer's premises with members of the bargaining unit whom are not required to be at work at the time of the meeting. Such request shall be made to the General Manager at least one (1) week in advance.

4.07 Labour Management Committee

a. The Employer and the Union agree to establish a Labour Management Committee. A proposed agenda of matters for discussion will be prepared in advance and shall be submitted to the other party at least three days in advance of the meeting (excluding weekends and holidays). The committee shall be made up of an equal number of employees and non-bargaining unit persons (not more than two (2) of each). Meetings shall be held as may be mutually agreed upon and scheduled at least once every three (3) months. The committee shall keep minutes of its

meetings. A copy of the minutes shall be posted in the facility and a copy shall be sent to the Union and the Employer.

- b. The committee shall meet as mutually required, on advance written request of either party, with a proposed agenda of matters for discussion. Meetings will be scheduled at mutually agreed upon times, and the employees serving on the committee shall be paid their regular rate of pay for scheduled hours missed while in attendance at these meetings. Attendance at a Labour Management meeting will not entitle a worker to minimum reporting pay.
- c. The committee shall discuss matters of mutual concern but shall not discuss matters which are the subject of the grievance procedure or of negotiations of a Collective Agreement. The committee will not be empowered to alter or amend the Collective Agreement.

4.08 The Union agrees that stewards and committee members appointed by the Union shall be regular employees of the Employer who have completed their probationary period.

4.09 The Union and the Employer acknowledge that such employees must continue to perform their regular scheduled duties and that so far as is possible all activities of Union stewards will be carried on outside of the regular working hours of the employees concerned unless otherwise mutually agreed and provided for in this

Agreement. Employees must seek the permission of the Employer to conduct any Union work that interferes with their scheduled duties and/or is within regular working hours.

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

ARTICLE 5 - HEALTH AND SAFETY

- 5.01 The Employer and employees acknowledge their obligation to make a reasonable effort to provide and maintain a safe workplace. The Employer and the Union mutually agree to maintain standards of health and safety in the facility in order to prevent injury and illness.
- 5.02 The Employer and employees acknowledge their roles with regards to the adherence to the Occupational Health and Safety Act (as it may be amended from time to time) and agree to ensuring they are in place for the safety of all residents and staff.
- 5.03 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all accident prevention policies and procedures.
- 5.04 Prior to implementing new accident prevention policies and procedures, they will be discussed at the Committee level unless such prior committee discussion is not reasonably possible due to the timing of the event. In

which case it will be discussed as soon as reasonably possible.

5.05 Health & Safety Committee

A Joint Health and Safety Committee shall be constituted with at least fifty percent (50%) of its membership being persons who do not exercise managerial functions.

The committee will assist wherever reasonably possible in the promotion of safe work practices, identify and communicate to employees and the Employer potential hazards and recommend methods of improving accident prevention programs.

The committee shall endeavour to meet at least quarterly and more frequently as the need arises. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be provided to the Employer and committee members.

One (1) or more committee-appointed representative(s), on a rotating basis, shall make monthly inspections of the workplace and equipment and shall report to the joint Health and Safety Committee the results of the inspection.

- 5.06 In the event of serious injury to an employee, a committee-appointed representative shall be notified as soon as possible and shall investigate and report to the Committee and the Employer on the nature and causes of

a serious accident, or such potentiality, and recommend corrective action.

- 5.07 The Joint Health & Safety Committee will have access to information the employer is required to provide under the Occupational Health and Safety Act, unless the provision of such information would violate another Act.
- 5.08 The Union agrees that it will organize and nominate two (2) members to the Health & Safety Committee if at all possible. The Union will inform the Employer, in writing, of the names of the two (2) members.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 The Employer agrees that there will be no lockout of the employees during the term of this Agreement. The Union agrees that there shall be no strike during the term of this Agreement.

ARTICLE 7 - WAGES AND RATES OF PAY

7.01

- a. Neither the Employer nor the Union will compel employees to join or not to join, the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union.

- b. The Employer will notify the Union office on the last business day of every month of the names, address, telephone numbers and classifications of all new employees hired the previous month who are subject to this Agreement.
- c. A Union Steward or Union Representative will have an opportunity to interview each new employee, individually or in a group, within their regular working hours and without loss of pay for any employees involved. The purpose of the interview is to inform the new employee about the Union in the facility, to provide an explanation of the Collective Agreement provisions and expectations. Such interviews will take place during the first thirty (30) calendar days of employment and shall not exceed fifteen (15) minutes.

7.02 The Union will not discriminate against an employee who chooses to not join the Union. The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.

7.03

- a. The Employer is authorized and shall deduct each pay an amount equal to union dues from each employees pay. Such deductions begin at date of hire. The Employer shall also deduct any authorized initiation fees owing to the Union. The amount of union dues

and initiation fees shall be in accordance with the direction of the Union, as determined by the National Convention. The total amount checked off will be turned over to the Union treasurer monthly, by the 15th of the month following the month in which such check offs were made, together with an itemized list of the employees for whom the deductions are made, their hourly rate, hours worked and the amount checked off for each. The Employer shall not deduct more than one (1) months dues from any one paycheque of an employee. The Employer shall be saved harmless for all deductions and payments made.

- b. Employees who have not worked in a month and are off work for whatever reason for a month or more shall, upon return to work, be deducted only one (1) months back dues or an amount equal to dues in addition to the regular deduction.
- c. The Employer will include in each employees T4 slip, the total of union dues deducted.

7.04 Employees, who cannot support the Union because of a conscientious objection, as determined by the Unions internal guidelines, may apply to the Union in writing for conscientious objector status.

ARTICLE 8 - PROBATIONARY PERIOD, ORIENTATION AND EVALUATIONS

- 8.01 Newly hired employees shall serve a probationary period of six (6) calendar months. Upon completion of the probationary period, an employee shall obtain seniority which shall be back dated to his/her original date of hire in accordance with Article 14 (Seniority).
- 8.02 The Employer will advise probationary employees of shortcomings in their performance, or other concerns prior to terminating them, unless the circumstances are such that prior advice is not appropriate. These interview(s) will be documented. The Employer shall consider the input of seniority employees who have worked with the probationary employee prior to confirming that an employee has passed her probationary period.
- 8.03 On or before the expiry date of an employee's probationary period, the Employer will confirm in writing that:
- a. the employee has successfully completed her probationary period; or
 - b. the employee is terminated.
- 8.04 The discharge or termination of a probationary employee shall not be the subject matter of a grievance except in

the case where a violation of the Ontario Human Rights Code is alleged.

- 8.05 Newly hired employees will receive a minimum of two (2) shifts of orientation upon commencement of employment. The Employer may increase such periods of orientation if it deems necessary. Employees receiving orientation will be additional staff and will shadow seniority rated employees. Where a staff member in the Nursing Department is to work on a different shift (e.g. day, evening, or night) the employee will receive another shift of orientation prior to her being assigned to the shift.
- 8.06 Staff who through the posting procedure are awarded or transferred to another position shall receive appropriate orientation. Employees who change positions and/or classification will not be required to re-serve the probationary period.

ARTICLE 9 - JOB CLASSIFICATIONS, RATES OF PAY, AND CALL-INS

- 9.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Agreement and forms a part of it, subject to Article 9.03. Wages shall be on a bi-weekly basis, by direct deposit into the employees designated account. The distribution of pay stubs shall be done in such a manner that the details of the pay cheque shall be confidential.

- 9.02 If an employee suspects an error on her paycheque that is not the result of an employee error, written notice must be given to the Employer within five (5) calendar days of receiving the pay stub. Errors of seven and one-half (7 ½) hours or more shall be corrected as soon as possible but not later than within five (5) business days. All other valid corrections, including those that are made outside of the five (5) day notice period set out above, shall be made by the next scheduled payroll.
- 9.03 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Residence, the Residence shall determine the rate of pay for such new classification and notify the Union of the same within seven (7) calendar days. If the Union challenges the rate, it shall have the right to request a meeting with the Residence to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) calendar days after the receipt of the notice from the Residence of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that the new classification was first filled. 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) calendar days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rate for other classification in the bargaining unit,

having regard to the requirements of such classification, and shall be retroactive to the date the new classification was first filled.

9.04 When an employee transfers to a new job classification the following shall apply:

- a. If the job is a higher rated classification, the employee will receive the rate in the new classification that will provide an increase. She will progress through the wage rates of the classification based on her service from that point on.
- b. Any transfer at the Employer's request on a temporary basis, shall not require the employee to suffer any loss of pay.

9.05 When an employee reports for work without having been notified in advance not to do so shall receive:

- a. four (4) hours pay at the employee's regular straight time hourly rate of pay if shift is of seven and one half (7.5) hours or more;
- b. a prorata amount if the shift is less than seven and one half (7.5) hours.

9.06 **Call-in Procedure**

- a. The Employer shall maintain a list of employees for the purpose of call-in which is available for inspection by the Union. All employees working less than seventy-five (75) hours bi-weekly shall be eligible for

- call-ins. 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.
- b. Succeeding call-ins will commence with the person listed below the last person to accept a call-in, and call-ins will continue on a rotational basis through the whole list. An employee who is not at work, whose line is busy, who does not answer or accept a call-in or who is already scheduled to work, shall not be called again until her name comes up again in the rotation.
 - c. Where applicable, if a call-in is answered by an answering machine, the Employer shall leave a message that a call-in is available and for what shift, before hanging up.
 - d. The parties agree that once a call-in is offered and accepted by the employee the vacancy is considered filled and the call-in process is completed.
 - e. The Employer shall bypass on the list an employee who:
 - i. is already scheduled to work;
 - ii. would be eligible for overtime rates of pay for the call in; or
 - iii. would be eligible to overtime pay because of the total number of hours worked or to be worked in that pay period.

f. Once an employee accepts the call-in shift, she is responsible to report for the shift.

9.07 When an employee is “called back” after leaving the premises, she shall receive a minimum of three (3) hours pay.

ARTICLE 10 - HOURS OF WORK, WORK SCHEDULES AND OVERTIME

10.01 The regular hours of work will be as scheduled.

10.02 Work schedules covering a six (6) week period will be posted seven (7) days in advance.

- a. No Full-Time employee shall be required to work more than two (2) different shifts in any one (1) pay period, except in case of emergency, unavailability, safety, or resident care needs.
- b. No employee shall be scheduled to work more than six (6) consecutive days, or more than twenty (20) shifts in any four week period. Also, each employee shall have a break of at least twelve (12) hours between shifts unless mutually agreed.
- c. No changes shall be made to the schedule after it has been posted except in the cases of emergency, safety or other resident care needs. Where possible employee concerns will be accommodated.

- d. Master schedules will be developed using either two extended shifts in a day for RPN's, UHCP's and Private Duty RCAs, or three eight (8) hour shifts for all other classifications. The first shift of the day shall be the day shift, followed by the evening shift, followed by the night shift (in cases of a three shift rotation).

It is understood and agreed that shifts of shorter duration may be scheduled over the period of a day.

Changes in the current master schedule may be introduced after discussion with the Union at the Labour Management Committee.

- e. The Employer shall arrange shifts so that all full-time employees shall be scheduled every other weekend off. For part-time employees, the Employer shall arrange shifts so that employees are scheduled at least one (1) in three (3) week end off.

For the purpose of this Article, a weekend is considered to be a Saturday and Sunday. For further clarification, the weekend shall be the start of the shift commencing on or about 2300 hours on the Friday to the end of the shift ending on or about 2300 hours on Sunday.

This Article will not impede the Employer's ability to hire weekend-only employees and does not apply in terms of employee requests or exchanges of shifts.

10.03 Night premium

Employees scheduled to work between 2300 hours and 0700 hours shall receive a night shift premium of fifty (\$0.50) cents an hour in addition to their hourly rate for each hour worked on this shift.

10.04 Weekend premium

Employees will be entitled to a weekend premium of ten cents (\$0.10) per hour for all eligible hours commencing Friday at 11:00 p.m. and ending Sunday night at 11:00 p.m. There will be no pyramiding of premiums.

10.05 The following is intended to define the normal hours of work for bargaining unit employees but shall not be interpreted as a guarantee of normal hours of work per day, or normal hours of work per week, or normal days of work per week nor shall this paragraph be interpreted as a guarantee that the normal hours of work will not be increased or decreased. The hours of work are set out only for the purpose of computing overtime.

- a. The regular work shift for full-time employees shall be up to seven and one-half (7 ½) paid hours per day, exclusive of a one-half hour unpaid meal periods. The seven and one-half (7 ½) working hours per day will be worked within an eight (8) hour period.
- b. Shorter shifts may be regularly scheduled by the Employer of not less than three (3) hours in duration. Shorter shifts may be scheduled per practice in the department.

- c. Employees shall receive overtime pay for all work performed in excess of eighty (80) hours per pay period.

10.06 Overtime work must be authorized in advance by the employees' manager or designate. Written, verbal communication, or call in shall be deemed such authorization.

Subject to call in procedure in Article 9.06, overtime opportunities will be offered by seniority on a rational basis.

10.07 There shall be no pyramiding of pay under any provisions of this Agreement

10.08 Mutual Shifts Exchanges

Employees may request, in writing, to exchange working days and off days, provided:

- a. Such exchange is requested in advance;
- b. Falls within two (2) weeks of each other;
- c. Is in the same classification;
- d. It is approved by the Employer (and such request shall not be unreasonably denied); and,
- e. There is no overtime earned by a voluntary exchange and no increased cost to the Employer when there is an exchange for personal convenience.

If there is a problem that arises from this policy, or it is seen by the Employer to be excessive, each case being

dealt with on its own merits, the Employer reserves the right to be able to exercise its managerial rights in regards to ensuring the Residence runs smoothly. It will not be discriminatory or arbitrary in addressing such problems. The Employer will consider extenuating circumstances where employees cannot exchange their shift or shifts on a case by case basis.

10.09 Each employee will be entitled to eating periods/breaks based on the following:

Length of shift	Unpaid Meal Break	Number of breaks and length of paid break(s)
7.5 hours or more	½ hour	Two 15 minute breaks
6.5 hours but less than 7.5 hours	½ hour	One 15 minute break
5 hours but less than 6.5 hours	½ hour	One 15 minute break
Less than 5 hours	NA	One 15 minute break

10.10 Full-time employees called in on their scheduled weekend off shall have the option of receiving overtime pay or receiving another day off.

10.11

- a. Any employee required to receive report within the ten minute period prior to the commencement of her shift shall not receive extra pay for such report time. The pay for such time is deemed to be included in the employee's regular pay. Staff required to remain at

work for reporting purposes after the normal shift end, shall be paid at overtime rates for all time in excess of ten (10) minutes.

- b. An employee asked to the Employer to stay beyond their regular shift, in excess of ten (10) hours per day, shall be provided with a meal.

10.12 During the changeover from Daylight Savings time to Eastern Standard Time, or vice versa, an employee working shall be paid for the actual hours worked at straight time.

ARTICLE 11 - VACANCIES, JOB POSTING, HIRING AND TRANSFERS

11.01 Preamble

The Employer will post all permanent and temporary vacancies as vacated that are expected to be for a duration of eight (8) weeks or longer. If the Employer determines it is not going to post an otherwise vacant position, or is going to alter the vacant position, it will advise the Union in writing, indicating the reasons for this decision. Job Postings will indicate:

- a. present classification;
- b. estimated start date;
- c. the shift(s) and estimated normal hours per pay period to be effective at the outset of the posted position;

- d. Whether the position is full-time, part-time, casual, permanent, or temporary (including the estimated duration).

11.02

- a. When filling a vacancy, the Employer will consider:
 - i. skill, qualifications, and ability
 - ii. seniority

Where skill, qualification, and ability are relatively equally, seniority shall prevail.

At the time a vacancy is filled, and if the applicant to whom it is given is not the most senior applicant, the Employer shall provide other seniority applicants with an opportunity to discuss with the General Manager or her designate the reasons she was not awarded the job.

- b. When filling a vacancy the Employer will automatically consider any laid off employee who has the requisite skill, ability, and qualification to do the work required, subject to article 14.03 (d).

11.03 Vacant positions shall be posted for at least seven (7) consecutive calendar days. Applications must apply in writing to the person designated on the posting before the end of the posting period. The Employer may fill the vacancy on a temporary basis until a permanent candidate has been selected, by using the call in

procedure described in this Collective Agreement, offering the shifts that mesh with the shifts the employee regularly works. Employees who post into a temporary vacancy need not be considered for any other posted position until they have completed the temporary vacancy that they are filling, or that they have been selected to fill, unless the posting will result in a change of status for the employee.

11.04 The Employer shall post the outcome of the job competition within seven (7) calendar days of the closing date.

11.05 An employee selected to fill a vacant position shall hold that position for a trial period of thirty (30) working days.

The position shall become permanent after the trial period unless:

- a. the employee feels that she is not suitable for the job and wishes to return to her former one; or
- b. the Employer feels that the employee is not suitable for the job and the decision of the Employer is final.

In either case, the employee will return to her former position and wage rate without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of the position(s) shall also be returned to her former position or a comparable job; if the

employee's job no longer exists; the employee can exercise their rights under Article 14.05.

Where an employee returns during her trial period, or is returned during her trial period, the Employer may select a candidate from the applicants to the original posting, provided there are qualified applicants remaining.

Only the original job vacancy and the first vacancy resulting from the award of the original vacancy will be posted. The third and subsequent posting(s) will be filled at the Employer's discretion.

- 11.06 An employee who fills a temporary position shall return to her former position without loss of seniority when the temporary position has expired. Any other employee promoted or transferred as a result of the temporary position shall also be returned to her former position without loss of seniority. In cases where the former position is no longer in existence, then the layoff procedure will apply.
- 11.07 If a posting should occur during an employee's vacation, pregnancy/parental leave, jury duty, and/or approved leave of absence, the employee shall maintain the right to apply for the position within the time it is posted. Such right to apply no way guarantees the employee will receive preference, or be awarded the position. Subject to legislative requirements, the Employer may establish a reasonable start date for the posting.

11.08 The Employer is entitled to advertise externally at the same time an internal job posting is up. The Employer agrees it will not review any external applicants until the job procedure set out above is completed and no internal applicant is selected. Notwithstanding the preceding language if the Employer is aware that there are no qualified employees in the bargaining unit it may consider external applications upon their receipt. The Employer will inform the Union of such a decision.

11.09 It is understood that no employee shall be transferred without her consent to a position outside the bargaining unit without prior arrangement and discussion with the employee concerned and with the Union.

ARTICLE 12 - VACATION AND VACATON PAY

12.01 Employees shall be entitled to vacations according to the following schedule:

Period Worked	Time Off	Vacation Pay % of prior years' gross earnings
Less than one year	1 day per mth	4%
1 year but less than 4 yrs.	2 weeks	4%
4 years but less than 8 yrs.	3 weeks	6%
8 years or more but less than 18 yrs.	4 weeks	8%
18 years or more	5 weeks	10%

It is understood that the Employer will begin accruing vacation pay at the six (6) percent level in the year prior to the year in which the employee is entitled to receive this vacation pay. For example – in 2010 the Employer will accrue pay at 6% beginning in May of the employee's fourth year of employment.

- 12.02 For part-time employees, vacation entitlement shall be based on the formula of 1950 hours paid equals one year of service. However, a part-time employee need only work one (1) calendar year to qualify for two (2) weeks of vacation. Thereafter the parties will rely on the above noted formula.

Causal employees receive vacation pay in lieu of paid vacation time, on each pay date, at four percent (4%) of earnings.

- 12.03 For the purpose of calculating eligibility, the vacation year shall be the period from May 1st of any year to April 30th of the following year.

If an employee's entitlement to increased vacation entitlement and pay falls after May 1st, her entitlement for the year will be prorated.

Employees may not transfer unused vacation from one year into the next vacation year. The Employer will remind employees of any unused vacation as the end of the vacation year approaches. Unused vacation and any

outstanding vacation monies will be paid out on the first pay period following April 30th.

Vacation pay is calculated at the applicable percentage of the employee's gross earnings for the year ending on the payroll period ending closest to April 30th in each year. It is an accrual system whereby employees earn future vacation pay in the current vacation year and access it in the next vacation year.

- 12.04 On February 1st of each year the Employer shall post a blank vacation schedule sheet. Between February 1st and April 1st each employee shall have the right to indicate on this sheet the time during which she prefers to take vacation. The Employer shall schedule vacations in the manner which it deems most appropriate, taking into consideration seniority, and the requirements and efficiency of the operations.
- 12.05 The completed vacation schedule shall be posted by May 1st having been determined by seniority and the Residence's staffing requirements. Whenever a conflict arises that cannot be settled amicably, the dispute shall be resolved by the Employer. The final schedule shall not be changed except with the consent of the employee(s) affected, or in the case of emergency, unavailability, safety, or resident care needs.
- 12.06 Vacation requests made after May 1st are on a first come first served basis. Employees will make requests in

writing on the Employer's Vacation Request Form, and will be informed in writing with two (2) weeks of their request as to whether their request has been approved.

- 12.07 Full-time and part-time employees shall receive vacation pay equivalent to the time being taken on their regular pay days during their vacation period, until their bank is depleted. If requested in writing at least two (2) weeks prior to the pay day immediately preceding the requested vacation, an employee can receive her vacation pay in the pay period prior to their scheduled vacation
- 12.08 The Employer shall pay-out vacation earnings at a rate of two percent (2%) of gross earnings per week of vacation taken until the employee's vacation bank is depleted.
- 12.09 Vacations must be taken on blocks of one (1) full week. Full-time employees who have vacation entitlement in excess of two (2) weeks may take one (1) of their additional weeks of entitlement in individual days.

The employee must notify the Employer that she will exercise this option at the time she books her other weeks of vacation. Notwithstanding the foregoing, no employee may take single day vacation for the period from June 1 to September 15, or during the period from December 15 to January 5th. Requests for single days off on weekends, or days immediately attached to the weekend shall be considered and granted at the sole discretion of the Employer. Single vacation day requests require fourteen

(14) days' notice. The time must be mutually agreed upon between the Employer and the employee and will be subject to the Employer's ability to fully staff the Residence without incurring additional premium costs.

12.10 Employees are entitled to a maximum of two (2) weeks vacation during the peak summer vacation hours (June 1st to September 15th). After all vacation requests have been dealt with for this period senior employees can request further weeks of vacation available provided this does not adversely affect the operations of the Residence. Such request will be granted at the Employer's discretion.

12.11 Employees may not take vacation between December 15th and January 5th.

ARTICLE 13 - HOLIDAYS

13.01 All employees shall be entitled to following holidays paid:

New Years Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

Holiday Pay is calculated in accordance with the terms set out in the *Employment Standards Act*.

- 13.02 An employee who works on a paid holiday as described in Article 13.01 shall be paid at a premium of one and one half (1½) times the regular rate for each hour worked.
- 13.03 An employee qualifies for holiday pay for the days described in Article 13.01 provided she has completed her last scheduled shift before, and her first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by her Manger or Executive Director of if she is ill on one of the qualifying days and produces an appropriate Doctor's certificate. Notwithstanding the above employees on unpaid leaves of absence are not entitled to holiday pay.
- 13.04 Employees who qualify for holiday pay, and work on the holiday will be paid:
- a. Public holiday pay plus a premium rate of pay (1.5x) for the hours worked or;
 - b. Their premium rate (1.5 x) for hours worked on the holiday, plus another day off (lieu day) with public holiday pay. Such a lieu day will be scheduled by mutual agreement with the Employer within ninety (90) days after the holiday. It is understood that an employee's lieu day is calculated at the time it is earned. An employee must advise the Employer, in writing, in advance of such choice. Absent a written choice, (1) shall apply.

13.05 When an employee qualifies for public holiday pay and when the holiday falls on a day that isn't ordinarily a working day for an employee, or during an employee's vacation, the employee is entitled to either;

- a. Substitute holiday off with public pay, or;
- b. Public holiday pay for the public holiday.

Such a lieu day will be scheduled by mutual agreement with the Employer within ninety (90) days after the holiday. An employee must advise the Employer, in writing, in advance of such choice.

13.06 An employee may be scheduled to work on Christmas Day of one year and New Year's Day of the next year, but not on both of these during the same holiday season unless the employee consents. If an employee has worked on Christmas Day or New Years Day, the Employer shall make every effort not to schedule her for the same day the following year.

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

13.08 All full time and part time employees who have completed probation will qualify for one float day. Such days are not to be requested between December fifteenth (15th) and January fifth (5th) of the calendar year.

Payment for the float day will be paid at an employee's regular pay based upon the average shift length of their master schedule.

The Employer shall post a notice each January reminding the staff that any flat days remaining must be taken by March 31st of the calendar year.

- 13.09 Holiday pay will be paid on the shift where the majority of hours worked fall on the actual holiday.

ARTICLE 14 - SENIORITY AND LAYOFFS

- 14.01 Seniority is bargaining unit wide and is based upon the length of service since the last date of hire, specifically accumulated by regular hours paid. For the purpose of calculation, 1950 hours paid equals one year's seniority. Seniority shall be relied upon for issues such as a lay-off, vacation selection, job postings, and recall. Hours paid shall include all hours worked and paid for, all hours not worked and paid for by the Employer, WSIB (or substitute), and all time off on Pregnancy/Parental leave.
- 14.02 The Employer shall maintain and post a seniority list of all employees in the bargaining unit and make copies available to the Union on or about January 1st and July 1st of each year. This seniority list shall include seniority hours, date of hire and status.

14.03 An employee shall lose her seniority and her employment shall be deemed terminated in the event that she:

- a. voluntarily resigns her employment or abandons her position;
- b. is discharged and such discharge is not reversed through the grievance procedure;
- c. fails to report on the first day following the expiration of a leave of absence, unless a justifiable reason is given acceptable to the General Manger;
- d. is laid off for a continuous period of more than eighteen (18) months;
- e. has been absent for three (3) consecutive working days without having notified the Employer, unless a justifiable reason is given acceptable to the General Manager;
- f. retires;
- g. is off work due to illness or accident for a period up to a maximum of twenty-four (24) months, provided there is no reasonable likelihood that she will return to work in the foreseeable future;
- h. has been receiving work related accident insurance payments, as a result of a work related injury or illness while in the employ of the Employer, for more than twenty-four (24) months, provided there is no reasonable likelihood that she will return to work in the foreseeable future.

14.04 In cases of layoff and recall, seniority, as defined in this Article shall determine the order in which employees are laid off or recalled, provided the employee is qualified to do the work. In all cases of layoff, the Employer will determine the employees who will be subject to the layoff, and the employees who may be affected by same. Employees will be presented with their options at a meeting with the General Manager and a Union Steward. A meeting will be scheduled within three (3) working days of this initial meeting for the purpose of allowing employees to select their option. All employees will be required to indicate their option at that meeting. Should an employee not be able to attend the meeting she should advise the Employer of a number at which she can be reached.

When it is necessary to reduce/alter the working force of employees, the following procedure will apply, provided it does not prevent the Employer from maintaining a workforce of employees who are qualified to do the work available. For all employees, it is agreed and understood that a reduction in the number of scheduled hours in a week does not constitute a layoff unless the employee has his/her hours reduced in excess of 7.5 hours biweekly in a eighteen (18) month period.

Affected employee(s) shall be entitled to exercise their bumping rights in accordance with this provision.

14.05 In cases of layoff, employees will be given the right to either:

- a. Accept the layoff. In the case of recall from layoff, the employee must return to work within two (2) working days if unemployed and within seven (7) working days if employed elsewhere. An employee employed elsewhere shall notify the Employer of her intent to return within two (2) working days of receipt of the notice of recall. It shall be sufficient for the Employer to make contact by telephone, failing which the Employer will send a notice by registered mail to the employee's last known address. An employee shall be recalled, in order of seniority, to an available opening provided the employee has the ability and qualifications to perform the work.
- b. Displace a less senior employee in the bargaining unit in a lower or identical paying classification, provided the employee is qualified for and can perform the duties of the lower or identical paying classification without training, other than orientation should the employee not find a more junior employee in an equal or lower paying classification she is entitled to bump an employee, subject to the restrictions above, in a classification where the pay grid is within ten percent (10%) of her own. Such employee so displaced shall be laid off.

The decision of the employee shall be given to the General Manager or her designate at the meeting held for that purpose following receiving the notification of layoff. Employees failing to provide such notice will be deemed to have accepted the layoff.

14.06 Notice of layoff shall be given by the Employer to the employee concerned, as well as to the Union, in accordance with the *Employment Standards Act*.

ARTICLE 15 - SICK LEAVE

15.01 The Employer shall provide a certain amount of sick day coverage for regular full time employees and those employees who were part time as of the date of ratification who were receiving sick leave credits and where were receiving Health and Welfare benefits, and who have opted not to change to the payment in lieu system (covering Health and Welfare benefits and sick time). This benefit is intended as a protection against loss of wages in the event of a personal illness.

15.02 More specifically, sick leave shall accumulate as follows for all full-time employees:

- a. At the commencement of each December employees who have passed probation will receive sixty (60) hours of sick credits (or a prorata amount if the employee's average shift length is less than seven and one-half (7 ½) hours) or the employee works fewer

than ten days biweekly, or its equivalent if the employee works extended hours.) These sick credits will cover income loss for scheduled time missed as a result of personal illness. Persons hired after December will have their first “year” entitlement prorated.

- b. When an employee is ill she will receive sick pay for the missed shift to the extent that she has sick credits available.
- c. Unused credits are paid out based on a calculation made at the end of November. The calculation is based on the employee’s regular straight time hourly pay times the number of sick credits (hours). The payout will be made in December of each year.
- d. There is no carry over of sick credits.

15.03 Sick days are paid out to a maximum of the employee’s earnings and only on those days that the employee was scheduled. Paid sick leave continues while the employee remains ill until such time as the sick bank becomes depleted.

15.04 Conditions of receiving sick day pay

- a. If an employee is absent from work because of an injury that is compensable under the Work Related Accident Insurance Policy of the Residence, she shall not lose any accumulated sick days. An employee will be required to refund to the Employer any sick days

paid out while waiting for workplace compensation benefits and sick days will be adjusted accordingly.

- b. An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time she is off work. If this does occur she shall be deemed terminated with just cause unless the employees other work assignment was known and approved by management.
- c. An employee who becomes ill during working hours and cannot continue working shall be paid sick pay for the balance of her scheduled shift.
- d. An employee who is hospitalized as an in-patient while on vacation and provides a doctor's note explaining the illness will be allowed to reschedule her vacation at a later mutually agreed upon date.
- e. An employee who is off work due to illness or injury for a long term absence (more than seven (7) calendar days) must inform the employer twenty-four (24) hours in advance of her usual shift that she will return to work.
- f. The Employer will pay for certificates to a maximum of twenty-five dollars (\$25.00) when the Employer requests a medical certificate from a Physician or a Nurse Practitioner, provided a receipt is submitted by the employee to the Employer.

ARTICLE 16 - ABSENCE FROM WORK AND REPORTING

- 16.01 If an employee is unable to report to work, he or she shall give his or her supervisor the person designated by the Employer a minimum of four (4) hours notice. In cases of shifts commencing between seven o'clock (7:00) a.m. and eight o'clock (8:00) a.m. this time element shall be a minimum of two (2) hours.
- 16.02 An employee may be required to obtain a doctor's certificate upon return to work after an illness that last longer than three (3) days.

Employees absenting themselves from work on a day-to-day basis are expected to contact their supervisor or designate on a daily basis unless it is known that the absence will be long term (more than seven (7) calendar days).

ARTICLE 17 - LEAVES OF ABSENCE AND BEREAVEMENT LEAVE

17.01 Personal Leave of Absence

Employees requesting a personal leave of absence shall give the Employer as much notice as possible and in writing unless circumstances do not allow.

Employees who are on leave of absence will not engage in gainful employment elsewhere without agreement of the Employer. An employee who violates this rule may be dismissed by the Employer.

When applying, an employee must specify a date of departure and date of return, as well as the purpose of the leave. In the event any leave of absence granted is not used for the purpose stated by the employee, the employee is subject to discipline, up to and including discharge. The Employer may request the employee to provide proof to indicate that a leave of absence was used for the stated purpose.

17.02 Seniority and service for all purposes under this Agreement shall stop accumulating when a leave of absence exceeds thirty (30) calendar days, provided the employee does not receive her regular pay during such leave of absence from the Employer, unless prohibited by law.

17.03 Bereavement Leave

An employee who is bereaved of members of the immediate family shall be granted a leave of absence with pay for scheduled shifts missed as a result of the leave as follows:

- a. Grandparent, step-parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law she shall be granted a leave of absence of three (3) consecutive calendar days and may commence at any time between the date of the death and the day after the funeral.

Direct aunt or uncle, niece or nephew, shall be granted a leave of absence of one (1) day, with pay for the scheduled shift missed as a result of attending the funeral.

- b. Spouse (including common law spouse), parent, child, step-child, or grandchild, she shall be granted a leave of absence of five (5) consecutive calendar day and may commence at any time between the date of the death and the day after the funeral.

Common law spouse is as defined in the *Family Law Reform Act*.

17.04 If, during a period of vacation, an employee is bereaved, her entitlement to paid bereavement leave will be based on her regular schedule. Her paid vacation will be extended by the number of paid days of bereavement leave. Extended vacation will be taken at a time mutually agreeable to the Employer and the employee, either immediately after the scheduled vacation, or at a later date.

17.05 The Employer shall grant education leave without pay at its discretion.

17.06 Pregnancy/Parental Leave

The following, in part, reflects the provisions of the Employment Standards Act (The Act for the purposes of this Article) on these matters. In all cases of dispute and

where the Act as amended from time to time is superior, the provisions of the Act will prevail.

- a. Pregnancy and/or Parental Leave shall be granted to employees in a manner consistent with the Act. The Employer will keep a summary of the Act's provisions regarding Pregnancy and Parental Leave available at the office.
- b. The employee shall normally give the Employer written notice at least two (2) weeks in advance of the intended date of commencement and completion of the leave. In the case of pregnancy, the employee will provide the Employer with a medical doctor's statement of the estimated date of delivery.
- c. Where an employee intends to return to work sooner or later than the original date, she shall give the Employer at least two (2) weeks written notice in advance.
- d. Employees are entitled to a Parental leave that must begin no later than fifty-two (52) weeks after the day the child is born or comes into custody care and control of the parent for the first time. For employees on Pregnancy leave, Parental leave will begin immediately after the Pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took Pregnancy leave and thirty-seven (37) if she did not. In all cases of Parental leave the employee must give at least two (2) weeks written notice of the intended

date of commencement and completion of the leave, and if the employee intends to return sooner than the original date the early return to work shall be subject to two (2) weeks written notice to the Employer.

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

17.08 Jury Duty

The Employer shall reimburse an employee on jury duty for wages lost while serving in such capacity. The employee will provide the Employer with a signed document from the clerk of the court along with the court cheque, stating the time in attendance.

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

Provided these conditions are satisfied, the Employer shall pay the employee her regular wages for regularly

scheduled hours provided the employee pays to the Employer an amount equivalent to any jury fees pursuant to the performance of the jury duty, excluding travel, meal and accommodation allowances. The Employers obligation under this Article is limited to fourteen (14) calendar days.

ARTICLE 18 - BENEFIT PLAN

18.01 The Employer is free to obtain the coverage described in Article 18 from any carrier provided such new coverage shall, on balance, be equal to or greater than, the existing coverage. The parties will cooperate in the exchange of any information necessary to accomplishing any such change in carriers. The description of benefits listed below is not exhaustive, and does not exclude other benefits currently provided in the Plan.

18.02 Regular full-time employees who are scheduled to work more than fifty-two (52) hours bi-weekly shall be eligible for coverage under the Health and Welfare Plan as described in the Plan document and according to the terms of the Carrier. The Employer agrees to pay one hundred percent (100%) of the premium costs for the following Plan(s) for employees (and their families where applicable) who have employed for a period of six (6) months.

WHISPERING PINES RESIDENCE

COLLECTIVE AGREEMENT APRIL 1, 2017 – MARCH 31, 2020

- a. Life Insurance Plan providing \$25 000 life insurance coverage. Basic life insurance will reduce to 50% at age 65 and terminate at age 70.
- b. Accidental Death & Dismemberment (AD&D) benefit of \$25,000. AD&D will reduce to 50% at age 65 and terminate at age 70.
- c. Extended Health Care benefit including a Drug Plan on a 80/20 co-insurance basis, with a direct pay SSQ card. The amount of the deductible for health care benefits is \$25.00 per individual, \$50.00 per family, once per calendar year.

The Plan includes semi-private hospital care.

Paramedical benefits - \$500/year;

(includes: Chiropractor, Osteopath, Podiatrist, Massage Therapists*, Naturopath, Speech Therapist, Physiotherapist, Psychologist*)

*Note: The reimbursement for Massage Therapist and Psychologist also includes services by other therapists as set out in the benefits booklet – however, the total coverage remains at \$500 for each type of therapy.

- d. The Extended Health Care benefit includes a Vision Care Plan providing coverage for lenses and frames to a maximum amount of two hundred dollars (\$200.00) per twenty-four (24) months per person for each employee and eligible family member(s). It also

includes the services of a licensed Ophthalmologist or licensed Optometrist up to one (1) visit per person over two benefit years. (One visit every twelve (12) months in the case of dependent children as defined by the Plan).

- e. The current dental plan shall be the equivalent coverage of a Blue Cross #9 with a six (6) month recall at the current ODA fee schedule to a maximum of \$1000 per insured per calendar year. Reimbursement is on a 80/20 coinsurance basis. (Note: 50% of premium paid by Employer.)

18.03 This Plan also includes Travel Assistance and Travel Cancellation in accordance with the terms and conditions of the Carrier.

18.04 It is understood and agreed that it is the responsibility of each employee to be familiar with specific details of coverage and eligibility requirements for all Benefit Plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

18.05 All benefit plan coverage, terms, conditions and specific eligibility requirements shall be governed by the actual terms or conditions of the Benefit Plan and Carrier as amended from time to time.

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

18.07 Part-time in-lieu

Part-time employees shall receive payment of one-dollar and twenty cents (\$1.20) per hour in addition to their straight time hourly rate, in lieu of health and welfare benefits, statutory holiday pay and sick leave. This payment shall not form part of the hourly rate for any calculations.

18.08 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 four (4) consecutive weeks of an authorized leave of absence without pay;
- c. while the employee is off due to illness including the period when receiving sick leave benefits paid by the Employer, up to a maximum of three (3) months;
- d. while on pregnancy/paternal leave, for the period it is required to pay benefit premiums, in line with government legislation.
- e. while in receipt of compensation under the Workplace Safety & Insurance Board or equivalent provider as a result of an injury sustained during employment with the Employer, for up to eighteen

(18) months; or the length of service, whichever is less.

Employees on any leave of absence and following the periods set out above may continue benefit coverage for a maximum period of six (6) months, provided they make arrangement with the Employer to pay the Employer and employees portion of all benefit premiums to the Employer by the 15th of the month on which the premium is due.

ARTICLE 19 - PENSION PLAN

19.01 The CLAC Pension Plan (the Plan), a money purchase plan registered with the Canada Revenue Agency, and the Financial Services Commission of Ontario, under registration #0398594, applies to all employees covered by this Collective Agreement.

19.02 It is mandatory for all employees with six months of employment to participate in the Pension Plan.

19.03 Effective October 1st, 2010, each pay period, the Employer shall deduct from the gross earnings of each eligible employee, an amount equal to one percent (1%) of the covered wages as defined in Article 19.05.

Effective April 1, 2013, the amount above shall increase to two percent (2%) of covered wages.

19.04 Effective October 1st, 2010, each pay period, the Employer shall pay an amount equal to one percent (1%) of covered wages as defined in Article 19.05. Employer contributions to the CLAC Pension Plan will vest in accordance with the rules of the Plan.

Effective April 1, 2013, the amount above shall increase to two percent (2%) of covered wages.

19.05 In the event that a remittance has not been received by the RPC by the date set out above, the Employer is responsible to compensate the Plan for any investment returns lost by the employee as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions (Employer, employee and voluntary) which are part of the remittance.

19.06 Where legislation prohibits an employee from contributing because of age, an amount equal to the contribution in 19.03 will be paid to that employee on each pay cheque. The payment in-lieu of pension contributions will not be less than the amount the employee would have received if he/she were still contributing to the Plan.

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

- 19.08 The Employer will remit the employee's and the Employer's contributions to the CLAC Pension Plan #0398594, a Registered Money Plan, within fifteen (15) days following the end of the month for which contributions are payable, together with an itemized list of employees and amount applicable to each.
- 19.09 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.
- 19.10 The Employer agrees to deduct by way of payroll deduction and remit to the Plan, voluntary employee pension contributions in addition to those contributions outlined in Article 19.03. A request for such deductions shall be submitted to the Employer in a format provided by the Plan and a copy of the completed form shall be sent along with the first remittance of such voluntary contributions.
- 19.11 All contributions must be recorded on the Employer's monthly remittance to the Plan with voluntary contributions recorded separately. Monthly remittances are to be sent to the CLAC Benefit Administration Office at 89 South Service Rd., PO Box 219, Grimsby, ON, L3M 4G3.

19.12 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 or equivalent provider, 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 (15th) of the month in which they are due.

ARTICLE 20 - UNIFORM ALLOWANCE

20.01 The Employer shall provide employees with uniforms according to the following grid:

**WHISPERING PINES RESIDENCE
COLLECTIVE AGREEMENT APRIL 1, 2017 – MARCH 31, 2020**

Position	Article of Uniform	Full-time employee	Part-time employee
Cook	Shirt and Pants	2	1
Dietary Aide/Student	Shirt	2	2
	Pants	2	1
	Apron	2	1
Housekeeper	Shirt	2	2
	Pants	2	1
PSW/RPN/UHCP /RCA	Nurses shirt and Pants	2	2

Employees who choose to purchase extra uniforms must maintain a professional image in keeping with the uniform policy.

ARTICLE 21 - TRAINING ASSISTANCE AND IN-SERVICE MEETINGS

21.01 If the Employer required and approves, beforehand, for an employee to upgrade his/her qualifications then, upon proof of successful completion, the Employer will reimburse the tuition cost for such course. This Article does not apply to legislated upgrades.

21.02 In-Service Meetings

When the Employer schedules mandatory in-service, such time spent shall be paid for the actual time spent in the meeting, at the employee's straight time regular rate of pay. Due regard to the employees work schedule shall be

considered. As much advance notice as possible shall be given by the Employer of such meetings.

21.03 Staff Meetings

Time spent attending staff meetings where the Employer has indicated that attendance is mandatory shall be treated as time worked.

21.04 Education and Assistance Fund

The Employer agrees to contribute a lump sum payment of twelve hundred and fifty dollars (\$1250.00) to the Union's Education and Assistance Fund on the closes pay period to April 1, 2013. These funds shall be remitted along with dues remittances.

ARTICLE 22 - DISCHARGE, SUSPENSION AND WARNING

22.01 Employees who have completed their probationary period may only be disciplined or terminated for just cause, except as noted in Article 14.03.

22.02 Disciplinary Meeting

a. Where an employee is to be disciplined she shall have the right to be represented by a Union representative. The Employer will advise the employee of this right.

Employees declining Union Representation shall indicate their choice to decline the representation and shall indicate their choice in the space provided

for this purpose on the Employer's Disciplinary Notification Form.

- b. The Employer may request the presence of a Union Representative or Union Steward during an investigation meeting.

22.03

- a. When the conduct, performance or attitude of an employee calls for a warning by the Employer, the warning shall be a written one and a copy of this warning shall be forwarded to the Union office. Letters of warning shall be removed from an employee's file twelve (12) months after the occurrence provided there has been no further discipline within the twelve (12) month period.
- b. When the conduct, performance or attitude of an employee calls for a suspension by the Employer, the discipline shall be a written one and a copy of this discipline shall be forwarded to the Union office. Letters of suspension shall be removed from an employee's file eighteen (18) months after the occurrence provided there has been no further discipline within the eighteen (18) month period.
- c. Letters of suspension related to resident abuse, which are not reversed through the grievance/arbitration procedure, shall not be removed from the file.

22.04 With at least twenty-four (24) hours written notice given to the General Manager, an employee shall be permitted to review her personnel file in the office in which the file is normally kept. A member of the “management team” will be present during the review.

ARTICLE 23 - COMPLAINT AND GRIEVANCE PROCEDURE

23.01 It is the mutual desire of the parties herein that complaints of employees be adjusted as quickly as possible and it is understood that an employee has no grievance unless a complaint has been referred to the employees immediate Supervisor within seven (7) calendar days of the occurrence.

The Supervisor shall give a verbal decision to the complainant within four (4) calendar days.

- a. If the employee believes that a complaint has not been satisfactorily adjusted she may proceed to the written grievance procedure.
- b. Time limits mentioned in this Article are mandatory and may only be extended on consent of both parties.

A grievance is defined as any difference arising from the interpretation, application, administration or alleged violation of this Agreement.

A “Group Grievance” is defined as a single grievance, signed by a Representative on behalf of a group having the

same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, starting with Step 1. The group grievors shall be identified on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

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

Step 1

A complaint that has been properly carried through the complaint procedure above that remains unresolved may be submitted in writing and be authorized by the employee claiming to be grieved. It is agreed that the Union may file the grievance on the employee’s behalf in order not to violate time limits, but the employee’s signature must be attained on the grievance document within five (5) calendar days of the filing unless otherwise agreed. Agreement to extend the time line herein will not be unreasonably denied. Failure to do so, absent agreement of the Employer, will render the grievance void. The grievor, accompanied by a steward, shall present

her grievance to her Supervisor within seven (7) calendar days of the receipt of her supervisor's response to her complaint. The Supervisor shall give a written decision of the grievance within four (4) calendar days to the Union.

Step 2

If the grievance is not settled at Step 1, the grievor may refer the grievance to the General Manager (or designate) within seven (7) calendar days after the Supervisor's decision at Step 1. A meeting then shall be arranged with the General Manger (or designate), the Regional Manager (or designate) a Steward, the grievor, and a CLAC representative within seven (7) calendar days following the advancement of the grievance to this step in an attempt to settle the grievance. The Employer may consider the matter further and render its final writing position with seven (7) days of the meeting.

ARTICLE 24 - ARBITRATION

24.01 Where one party desires arbitration of a grievance they shall notify the other party in writing not later than ten (10) calendar days after the date of the decision under Step 2.

Prior to advancing the grievance to Arbitration under the provisions of this Article or under the Labour Relations Act, the parties may, if mutually agreed, refer the grievance to a mutually agreed upon mediator within ten (10) calendar

days after the date of the decision at Step 2. The cost of the mediator shall be shared jointly by the parties.

Such notice of desire to arbitrate shall contain the name of the appointee to Board of Arbitration named by the party invoking arbitration.

It is understood that any question as to whether a matter is arbitrable may also become a subject of arbitration.

The recipient of the notice shall within ten (10) calendar days advise the other party the name of its appointee to the Board of Arbitration.

The two (2) appointees so selected shall within seven (7) calendar days of the appointment of the second of them appoint a third (3rd) person who shall be the Chairperson.

If the two (2) appointees fail to agree upon a Chairperson within the time limit, The Minister of Labour for Ontario, upon request of either party, shall appoint an impartial Chairperson.

The decision of the majority of the Arbitration Board and where there is no majority the decision of the Chairman will be final and binding upon the parties thereto and the employee or employees concerned.

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

No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the complaint and grievance procedure.

The Board of Arbitration shall not have jurisdiction or authority to alter or modify any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provision of this Agreement.

Each of the parties hereto will bear the expenses of its nominee will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

Notwithstanding the expedited arbitration provisions of the Labour Relations Act, the time limits contained in this Agreement relating to the grievance and arbitration procedures are compulsory and binding and may be waived only upon mutual consent in writing.

ARTICLE 25 - RETROACTIVITY

25.01 Increase to the wage schedule shall be retroactive to the dates specified and based on hours worked. Retroactivity shall be paid as soon as possible but, in any event, within sixty (60) days of the board's award or receipt of written notice of ratification. Such payments shall be made on a separate cheque or itemized on employee's regular pay cheque. The Employer will notify former employees of their entitlement at their last known address on record

with the Employer and they will have thirty (30) days from the date of notice within which to claim retroactivity. Thereafter, the Employer will have no further obligation to make such payments. The Union will be provided with copies of all notices sent to former employees.

ARTICLE 26 - DURATION

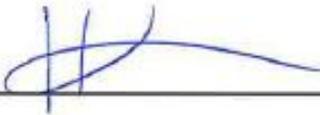
26.01 This Collective Agreement shall be in effect from the first (1st) day of April, two thousand and seventeen (2017), and shall remain in effect until the thirty-first (31st) day of March, two thousand and twenty (2020) and for further periods of one (1) year, unless notice shall be given by either party, of the desire to delete, change or amend any of the provisions contained herein, within the period from ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED at BARRIE, ON this 16th

day of MAY, 2019.

**WHISPERING PINES RESIDENCE
COLLECTIVE AGREEMENT APRIL 1, 2017 – MARCH 31, 2020**

Signed on behalf of
WHISPERING PINES RESIDENCE

Per 

Per 

Signed on behalf of
HEALTH CARE AND SERVICE WORKERS UNION, CLAC LOCAL 304

Per 

Per 

**SCHEDULE “A”
 CLASSIFICATIONS AND WAGES**

Classification		April 1, 2017	April 1, 2018	April 1, 2019
RPN	At Hire	20.84	21.26	21.68
	After Probation	22.60	23.06	23.52
UCP	At Hire	16.88	17.22	17.56
	After Probation	18.64	19.01	19.39
PSW	At Hire	13.87	14.15	14.43
	After Probation	15.72	16.03	16.35
COOK	At Hire	15.14	15.44	15.75
	After Probation	17.20	17.54	17.89
DIETARY AIDE/ PREP COOK	At Hire	13.41	14.00	14.28
	After Probation	15.29	15.60	15.91
HOUSEKEEPER	At Hire	13.41	14.00	14.28
	After Probation	15.29	15.60	15.91
DRIVER	At Hire	14.60	14.89	15.19
	After Probation	16.21	16.53	16.86

LETTER OF UNDERSTANDING #1

Between

**WHISPERING PINES RESIDENCE
(hereinafter referred to as "the Employer")**

and

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

RE: Work Related Accident Insurance

The parties acknowledge that the work related accident insurance coverage at the Residence replaces WSIB coverage.

LETTER OF UNDERSTANDING #2

Between

**WHISPERING PINES RESIDENCE
(hereinafter referred to as "the Employer")**

and

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

RE: Scheduling – Block Time Allotments

It is agreed a block time allotment is a period of time with two (2) or more shifts available due to the absence of an employee.

1. The block time allotments will be filled using the rotating call-in seniority list.
2. The block time allotments will only be filled by employees who work sixty-five hours or less in a two-week pay period, regardless of seniority.
3. When block time allotments are available a call will be made to the first available and eligible employee on the call-in list. The employee who is contacted first will have the choice to accept up to a maximum of three (3) shifts of block time allotment.

4. The caller making the request for availability to cover block time allotment will rotate through the list until all available block time allotments are filled.

This process will be on a trial basis and shall be reviewed every six months with the union. Should the process need amending during the trial period the parties agree to meet together to resolve the issues.

MISSISSAUGA MEMBER CENTRE

1-2555 Meadowpine Blvd.

Mississauga ON L5N 6C3

T: 905-812-2855

TF: 800-268-5281

F: 905-812-5556

mississauga@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC BENEFITS

1-800-463-2522

CLAC TRAINING

1-877-701-2522

CLAC JOBS

1-877-701-2522

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