

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**HCN – REVERA LESSEE (THE KENSINGTON) LP BY ITS  
GENERAL PARTNER HCN-REVERA LESSEE  
(THE KENSINGTON) GP INC. OPERATING AS THE  
KENSINGTON**

**(hereinafter referred to as the “Employer”)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4762.01**

**(hereinafter referred to as the “Union”)**

**January 1, 2024 to December 31, 2025**

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## **ARTICLE 1 - PURPOSE**

### **1.01**

- (a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wage, etc.;
- (c) Ensure harmonious and efficient operation of HCN -Revera Lessee (The Kensington) LP By Its General Partner HCN-Revera Lessee (The Kensington) GP Inc. Operating As The Kensington as to a public service institution intended to provide the adequate services to the general public;
- (d) Provide for the prompt and peaceful adjustment of differences which may arise between employees and the Employer;
- (e) Set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties;
- (f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

### **1.02 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement.

## **ARTICLE 2 – RECOGNITION**

**2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of HCN-Revera Lessee (The Kensington) LP By Its General Partner HCN-Revera Lessee (The Kensington) GP Inc. Operating As The Kensington in the Town of Oakville, save and except the supervisors and those above the rank of Supervisor, Bookkeeper, Activity and Marketing Representatives.

The Employer also recognizes the union as the sole and exclusive bargaining agent of all employees of The Kensington in the Town of Oakville, Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except the Administrator, secretary to the Administrator, supervisors and persons above the rank of supervisor.

**2.02** The word “employee” in this Agreement shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Section 2.01.

**2.03** No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union. In order that this may be carried out, the Union shall notify the Employer in writing of any names of its officers, chief stewards, stewards and the Union Committee and the area over which each steward is responsible. The Employer shall notify the Union in writing of the names of the Employer’s officials who have functions under this Agreement and stating their functions.

**2.04** Employees not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for the purposes of instruction, experimenting or in emergencies when regular employees are not readily available. In such instances, the Employer will make every reasonable effort to notify the Union. The Employer agrees not to increase the number of bargaining unit hours currently working by non-bargaining unit employees.

**2.05** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

**2.06** Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

**2.07** An Employee may not enter into a financial arrangement with a resident and/or their responsible party (pertaining to the resident) to provide services with whom the Employer has a contractual relationship.

### **ARTICLE 3 – DEFINITION OF EMPLOYEES**

**3.01** Employees shall be defined in this Agreement in the following categories:

- (a) Full-time employees – those employees who regularly work more than twenty-four (24) hours per week;
- (b) Part-time employees – those employees who regularly work twenty-four (24) hours per week or less;

- (c) Temporary employees are employees who are employed for relief purposes or peak periods of up to three (3) months or such further periods as shall be mutually agreed upon by the parties provided no temporary employee shall be employed while any regular employee is on layoff or short term and who is capable and available to perform work.
- (d) Students in attendance at a recognized educational institute may be employed during the school vacation periods. The school vacation period is defined as summer vacation, Christmas and Spring Break. No student will be utilized until all part-time employees have been offered their maximum hours of employment per week.
- (e) A casual employee is an employee without regularly scheduled hours. Casual employees shall have abandoned their job if they have not been available to work for a period of three (3) months.

#### **ARTICLE 4 – CHECK-OFF OF UNION DUES**

##### **4.01 Union Dues and Initiation Fees**

The Employer agrees to deduct from every employee any dues and initiation fees levied upon all members of the Union in accordance with existing practice, from each pay cheque.

**4.02** The amount of such regular monthly dues shall be certified to the Employer by the National Secretary-Treasurer of the Union.

##### **4.03**

- (a) Deductions shall be made from the bi-weekly payroll and shall be forwarded by the Employer to the National Secretary-Treasurer of the Canadian Union of Public Employees.
- (b) The Employer will deliver a list of the employees' names and addresses from whom the deductions were made and the amount of the deductions. The list will also include the names and addresses of the employees terminated during that bi-weekly period, from whom deductions were made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees and to the designated Local Union Representative.

**4.04** The Employer will use its best endeavor to comply with the provisions of this Article, but it is relieved by the Union of any and all responsibility and/or liability for deducting or failure to deduct Union dues.

- 4.05** At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

## **ARTICLE 5 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 5.01** The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 5.02** On commencing employment, the employee's immediate supervisor shall introduce the new employee to her union steward or representative, who will provide her with a copy of the Collective Agreement.
- 5.03** On commencing employment, the employer's immediate supervisor shall introduce the new employee to their Union Steward or Representative. An Officer of the Union shall be given the opportunity to interview each new employee within regular working hours without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities to the Employer and the Union.

## **ARTICLE 6 – NO DISCRIMINATION**

- 6.01** The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotions, transfer, layoff, recall, discipline, discharge or on grounds of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, nor by reason of her membership or activity in the Union or any other prohibition of the Human Rights Code.
- 6.02** Harassment  
The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

## **ARTICLE 7 – RELATIONSHIP**

**7.01** The Union acknowledges that it is the exclusive right and function of the Employer to:

- (a) Maintain order, discipline, and efficiency;
- (b) hire, classify, direct, transfer, promote, layoff, recall;
- (c) Discharge, demote and suspend or otherwise discipline employees for just cause;
- (d) Generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be done, locations, methods, schedules of production, kinds, output of machines and maintenance of same, and tools to be used, processes and control of materials and parts to be incorporated in the work.
- (e) Terminate the employment of a probationary employee for any reason, it being recognized that such probationary employee has the right to file a grievance in such case;

### **7.02**

- (a) The Employer also has the right to make and alter from time to time, rules, regulations and policy to be observed by the employees, provided that no change shall be made by the Employer in such rules, regulations and policies without prior notice to and discussion with the Union.
- (b) Copies of all rules and regulations adopted by the Employer which affect the employees in the bargaining units are to be:
  - i) forwarded to the Union; and
  - ii) posted on all bulletin boards.

**7.03** The Employer agrees that these functions in Article 7 will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

## **ARTICLE 8 – UNION COMMITTEE AND STEWARDS**

**8.01** The Union shall have the right at any time to have the assistance of a CUPE National Representative when dealing or negotiating with the Employer. Such representative shall have access to the Employees premises in order to investigate or assist in the settlement of a grievance. Prior to this investigation, such

Representative or their designate will be required to notify the Executive Director, or their representative, of their presence in the Home.

**8.02** The Employer will recognize:

- (a) Three (3) stewards including the Unit Officer, all of whom shall be employees of the Employer; and
- (b) A Union Grievance Committee of three (3) employees of the Employer, one (1) of whom shall be the Union Chairman of the Local unit or their representative.
- (c) A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union, as appointees of the Union. The Bargaining Committee shall deal with such matters as reviewing and negotiating to amend this Agreement. The Union will advise the Employer of the Union nominees to the Committee.
- (d) i) A Labour Management Committee shall be set up consisting of three (3) employee representatives of the Union and three (3) representatives of the Home. The employee representatives of the Union for such committee must have completed their probationary period in order to qualify for such committee. Also no matter that could properly be the subject of a grievance shall be discussed at these meetings.

The Committee shall concern itself with matters of the following general nature:

- 1) Improvement of employee relations.
  - 2) Increasing operating efficiency by promoting co-operation in effecting economy moves.
  - 3) Improvement of service to the residents and public.
  - 4) Promotion of safety and sanitary practices and the observance of safety rules.
  - 5) Suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
  - 6) Correction of conditions making for grievances and misunderstanding.
  - 7) Promotion and education and training of the staff.
  - 8) And such other matters of mutual concern as the parties deem properly within their jurisdiction.
- ii) Meeting of the labour management committee shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each Party not less than five (5) working

days prior to the time of the scheduled meeting, except in the case of an emergency. The resume of decisions reached at such meetings shall be forward to the Union within fourteen (14) days. The Union agrees to reply in writing within seven (7) days noting its agreement or pointing out to any inaccuracies in the resume.

**8.03** The Union Chairman of the Union or their representative, Chief Steward, Stewards, and Committee members have regular duties to perform on behalf of the Employer. No such employee will absent themselves from their regular duties unreasonably in order to deal with Grievances or other union business; nor will they leave their regular duties prior to receiving permission from their Supervisor. Such permission to leave will not be unreasonably withheld.

**8.04** Should any of the above mentioned employees be called into a meeting outside of their regular scheduled hours by the Employer, to deal with a matter pertaining to the collective agreement, then this time shall be considered as time worked.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

**9.01** It is the mutual desire of the parties that a complaint of any employee shall be resolved as promptly as possible, It is understood that an employee has no grievance until they have first discussed their complaint with their immediate supervisor without satisfaction. The Employee may, if they wish, be accompanied by their Steward or in the Steward's absence, the Chief Steward. Should any difference arise between the Employer and any employee from the interpretation, application of alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay in the following matter.

**9.02** Grievance Procedure:

**Step 1** – In the first instance, an employee shall take up any such grievance in writing direct with their immediate supervisor within five (5) days of the event upon which the grievance is based. The immediate supervisor shall, if requested by the employee, arrange for the presence of their Steward. The supervisor will give them a decision in writing within five (5) days. The parties may also agree to mutually extend the aforementioned timeline.

**Step 2** – If not then settled, the grievance may within five (5) days be submitted in writing by the union committee to the Executive Director or their designee, to be dealt with at a meeting within ten (10) days of submission. The decision of an Employer grievance shall be given in writing within ten (10) days after the meeting at which it was discussed. The parties may also agree to mutually extend the aforementioned timeline.

When the immediate supervisor and the Executive Director are the same, the Executive Director shall be notified in Step 1 and thereafter the Employer personnel representative at its Head Office shall be notified concerning Step 2. Immediate supervisor shall be defined as the first person outside the bargaining unit with supervisory responsibility over the employee directly involved over the grievance.

### **9.03** Mediation

By mutual consent, the parties agree to use the services of a mediator. Any agreement that is reached through mediation shall be final and binding upon the parties. The parties agree to share equally the cost of the mediator.

### **9.04** Arbitration

- (a) If the grievance is still not settled, the Union will notify the Employer within fifteen (15) days of the reply in Step 3, of their desire to proceed to Arbitration.
- (b) The party seeking Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and shall signify when such notice a list of three (3) suggested arbitrators to act as a Sole Arbitrator. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators, or provide a list of three (3) alternate arbitrators.
- (c) If the parties can agree to a Sole Arbitrator within thirty (30) days of the notice referring the matter to Arbitration. Where the parties cannot agree on the Sole Arbitrator, either party may request that the applicable government Ministry make the appointment.
- (d) Each of the parties shall be responsible for the fees and expenses of its own witnesses and counsel. The fees and expenses of the Sole Arbitrator shall be shared equally by the parties in this Agreement.
- (e) The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decisions inconsistent with the provisions thereof.
- (f) The decision of the Arbitrator will be final and binding on the parties hereto.
- (g) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration, or alleged violation of this Agreement. In such case, the Arbitrator shall endeavor to decide that question before dealing with the matter on the merits. The Arbitrator shall first deal with the question of arbitrability and if it is decided that the matter does

not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitrator shall not consider the matter further.

(h) Board of Arbitrators

- i. Notwithstanding the foregoing provisions respecting the engagement of a Sole Arbitrator, if the parties agree, a Board of Arbitration shall be chosen to act in the same capacity and having the same powers as a Sole Arbitrator. The party seeking the establishment of a Board of Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee. The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.
- ii. The two nominees will then attempt to agree upon a Chairman and if they cannot agree within a further fifteen (15) days, then such Chairman shall be appointed by the Minister of Labour at the request of either party.
- iii. Each of the parties hereto shall bear the expense of the nominee appointed by it and the parties shall jointly bear the expense of the Chairman.
- iv. The members of the Board so named shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decisions inconsistent with the provisions thereof.
- v. The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision if the majority of such Board will be final and binding on the parties hereto. In case there is no majority of the Board, then the decision of the Chairman shall be similarly final and binding.

**9.05** In this Article 9, days shall exclude Saturdays, Sundays and Paid Holidays.

**9.06** At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.

**9.07** Group Grievance – Within the ten (10) days of the event upon which the grievance is based, the Employer or the Union may submit a grievance in writing to the other alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the section or sections claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 2 and the balance of the grievance procedure. No grievance shall be submitted by the Union under this

section unless it involves more than three (3) employees and provided that the matter has first been discussed with the Supervisor.

## **ARTICLE 10 – DISCHARGE AND DISCIPLINE CASES**

### **10.01**

- (a) The Employer will endeavor to supply the Union with a copy of any disciplinary or warning letter within one (1) business day, but no later than two (2) business days of the Employer having taken disciplinary action. The record of any disciplinary action or of any warning letter shall not be referred to or used against the employee at any time after eighteen (18) months actually worked, provided there is no subsequent discipline on the employee's record within the aforementioned time periods. In cases involving their party interface, (i.e., residence family) the record will remain on file for thirty-six (36) months.
- (b) The Employer will endeavor to advise an employee of their right to have Union representation at disciplinary discussions.

### **10.02**

- (a) The Employer will notify the Union and the employee in all discharge or suspension cases as soon as possible and not later than two (2) working days after the discharge or suspension, giving the name of the employee concerned and the reason for the discharge or suspension.
- (b) Such grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board.

**10.03** An employee, subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if they so request, to the presence of the Union Steward, or if the Steward is not available, a member representative of the employee's choice who is working on the current shift.

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

## **ARTICLE 11 – NO STRIKE OR LOCKOUTS**

**11.01** During the life of this Agreement, the Union agrees there will be no strike and the Employer agrees that there will be no lockout in accordance with Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act HLDM) and Regulations.

## **ARTICLE 12 – PROBATIONARY PERIOD**

### **12.01 Probationary Period**

A newly hired employee shall be placed on the seniority list as at the date of their hiring after having completed a probationary period of four-hundred and fifty (450) hours of employment (excluding holidays, days off, scheduled days not worked, days off on leave of absence). The parties may also agree to mutually extend the probationary period. On or before the expiry date of the probationary period, the Employer will confirm in writing to the employee the decision to:

- (a) Confirm their appointment as having completed their probationary; or
- (b) Terminate the employee, which termination may be the subject matter of a grievance in accordance with Article 7.01.

## **ARTICLE 13 – SENIORITY**

**13.01** Seniority will be recognized and will be based on length of service from the date of last hire by the Employer.

For the purpose of part-time employees, one year of seniority shall be attained after 1725 hours worked and paid. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority, 1725 hours, in a twelve (12) month period. The twelve (12) month period shall be defined as January 1 – December 31.

**13.02** The Employer shall prepare three (3) seniority lists, one for full-time employees, one for part-time employees and one for temporary and student employees.

### **13.03**

- (a) The Employer shall post copies of the lists and forward a copy to the Union. The list shall be brought up to date as at the end of January and June of each year and copies shall be posted and a copy sent to the Union.
- (b) In no case shall a temporary or student employee exercise their seniority against a full or part-time employee but if a vacancy for a regular position is not filled by a present part-time or full-time employee, a temporary or student employee shall be considered before a new employee is hired.

**13.04** in the event that a part-time employee transfers from a part-time or casual position to a full-time position, their seniority shall be stated in “years” in accordance with the formula in Article 13.01. Similarly, if a full-time employee transfers to part-time, their seniority will be stated in hours.

#### **ARTICLE 14 – LOSS OF SENIORITY**

**14.01** An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose their seniority for the following reasons:

- (a) If an employee quits.
- (b) After twenty-four (24) consecutive months of layoff.
- (c) If an employee is discharged and such discharge is not reversed in accordance with the procedure of this Collective Agreement.
- (d) If an employee has been absent for three (3) consecutive scheduled shifts without having been granted a leave of absence in accordance with Article 23.
- (e) If an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address on the Employer’s records, to report for work and does not give a satisfactory reason.
- (f) If an employee overstays a leave of absence granted by the Employer in writing and does not secure an extension of such leave, or provide a reason satisfactory to the Employer for the overstaying of such leave.
- (g) If an employee is in the employ of another employer during the employee’s regular working hours while on a leave of absence.
- (h) If an employee is absent for a period in excess of thirty (30) months by reason of illness or disability, including occupational accident leave.
- (i) If an employee engages in gainful employment while in receipt of sick leave payments or an unpaid sick leaves.

**14.02** The Union and Employer will comply with the current legislative requirements in regards to retirement.

## **ARTICLE 15 – JOB POSTINGS**

**15.01** The parties recognize that promotion within the service is desirable and that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, transfer, layoff and recall after layoff, senior employees shall be given preference.

**15.02** Where vacancies are posted for positions within the bargaining unit and more than one employee with seniority applies, the Employer will consider:

- (a) seniority;
- (b) knowledge, efficiency, ability;

Where the factors in (b) above are equal, the applicant with the greatest seniority shall fill the vacancy, provided they can perform the work.

**15.03** The Home shall be free to temporarily fill a vacancy during the posting period by appointing a qualified person according to seniority.

**15.04** Employees shall work on jobs assigned to them by the Home from time to time, provided that the right to make permanent transfers, shall, subject to 15.02, be dealt with in the following manner:

- (a) Vacancies shall be posted for a period of seven (7) days (inclusive of weekends and holidays). If no suitable candidate applies, the job may be filled by an external candidate.
- (b) The posting shall show the classification vacant, the requirements of the job, wages, shift location, etc.

### **15.05**

- (a) An employee may apply for a posted job as designated on the posting, setting out in detail their qualifications for the job.
- (b) Upon the filling of a posted job, the Home shall post the name and seniority date of the successful applicant.
- (c) Any employee applying for a vacancy filled by a person with less seniority may request and shall receive, reasons why they did not get the job. Any such request shall be made within three (3) days of the filling of the vacancy and the answer shall be given within three (3) days of the making of the request.
- (d) The Union shall be notified of the name of the successful applicant and, in advance of informing the successful applicant, if a senior applicant is to be by-passed.

- (e) Only the original and subsequent vacancies shall be posted in accordance with Article 15. Any remaining vacancy will be offered to remaining senior qualified employees.

**15.06** Appointments from within the bargaining unit shall be made within twenty (20) days of the original posting date.

**15.07** Trial Period

The successful applicant shall be placed on trial for a period of one-hundred and eighty (180) hours worked. Conditional on satisfactory service, the position shall become permanent after the period of one-hundred and eighty (180) hours worked.

During the aforementioned trial period, if the successful applicant proves unsatisfactory in the position or if they find themselves unable to perform the duties of the new classification, they shall be returned to their former position without loss of seniority and will be subsequently paid at that classification rate.

**15.08** An employee who has been incapacitated at their work by injury or compensable occupational disease, or who through advancing years or temporary disablement is unable to perform their regular duties, will be given preference in employment in other work they can do if such work is available. Such employee may not displace an employee with more seniority.

**15.09** Transfers Outside of the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent if an employee is transferred to a position outside the bargaining unit, shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit, provided the return is within twelve (12) months. If such an employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority. An employee not returned to the bargaining unit within (12) months shall forfeit bargaining unit seniority, unless mutually agreed by the parties.

**15.10** Temporary Vacancies

In this Article 15, vacancies shall mean those of a long-term nature, such as rise through quits, new jobs, extended illness, leave of absence, etc., over three (3) months.

In vacancies of three (3) months or less, the Home shall appoint a qualified person according to seniority.

It is agreed and understood that employees covering a temporary vacancy cannot apply for another temporary vacancy until the current temporary assignment has been completed.

**15.11** In the Article 15, “days” shall not include Saturdays, Sundays and Paid Holidays.

## **ARTICLE 16 – LAYOFFS AND RECALLS**

**16.01** Both parties recognize that job security should increase in proportion to length of service.

**16.02** A lay-off shall be defined as a permanent reduction in the workforce or a permanent reduction in regular hours of work of an employee.

**16.03** In the event of layoff, the Home shall lay off employees in the reverse order of their seniority, within their classification, providing that there remain on the job employees who have the ability and qualification to perform the work. An employee who is subject to layoff shall have the right to either:

- (a) Accept the layoff; or
- (b) Displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job and is qualified without training, other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 16.02.

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

It is understood that, at time of layoff, up to date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with 16.03(c).

### **16.04 Reduction of Hours**

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

- i. Provide the Union with bi-weekly reductions of hours per classification.

- ii. Provide the Union with revised work schedules (of classifications that are directly affected or could be affected). Where possible the Employer will attempt to maintain in full time hours. It is understood and agreed that this will not restrict the Employer's right to schedule.
- iii. Inform Employees of the reductions.
- iv. Within five (5) days allow Employees to select, in order of seniority, a position within the new revised work schedule. Employees will also have the choice of attending in person or providing a number where they can be reached at their set time. Employees put their name down on any available position (providing qualified). At the conclusion of this process the new schedule becomes effective and Employees with no available positions would receive their required notice in accordance with Article 16.02.

#### **16.05 Recall**

Employees shall be recalled in order of seniority. Notice of recall shall be sent by registered mail to the employee's last known address. The employee must respond in writing to the notice within seven (7) calendar days of receipt of such notice, or their intention to either accept or decline the offer to recall. In the event that they do not respond to the notice or they refuse to accept the position, they shall lose all seniority and shall be considered to have resigned their employment.

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

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

### **ARTICLE 17 – HOURS OF WORK**

**17.01** The regular workday shall consist of:

- (a) Seven and one-half (7 ½) hours of work exclusive of one-half (1/2) hour meal period.
- (b) Eight (8) hours of work inclusive of a one-half (1/2) hour paid meal break; or
- (c) Such other period as may be scheduled.

- 17.02** Time off shall be arranged as far as possible, so as to permit all employees to have regular days off in groups of two (2), three (3), or four (4) consecutive days off.
- 17.03** Employees regularly scheduled to work seventy-five (75) or eighty (80) hours per pay period shall not work more than ten (10) days in any two (2) week period without overtime compensation except where two (2) employees have exchanged shifts for their own convenience, with the approval of the Department Head.
- 17.04** No employee shall be scheduled to work more than six (6) consecutive days in a row except upon their own request.
- 17.05** The Home will schedule at least one weekend off in two (2). This provision shall not apply in the case of employees who work weekends at their request. A weekend shall be defined as those shifts in which the majority of hours worked fall on a Saturday and Sunday.
- 17.06** All scheduled shifts shall be posted (current schedule plus the next schedule-two weeks up two weeks out). Such schedules will show employee's regular days of work, together with regular assigned time off. Once the schedule has been posted, there will be no rearrangements of said schedule without forty-eight (48) hours notice, except in case of emergency unless someone is returning after an illness or leave of absence.
- 17.07** No employee shall be required to work on a split shift, unless mutually agreed.
- 17.08** Employees shall be granted one (1) rest period of fifteen (15) minutes for each half of their daily shift.
- 17.09** An employee reporting for work on their regular shift shall be paid their regular rate of pay for the period worked, with a minimum of four (4) hours pay.
- 17.10** It is understood that mandatory staff meetings scheduled and attended outside of the regular work day will be considered as hours worked.
- 17.11** Premiums shall not be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which overtime premium is paid.

## **ARTICLE 18 – OVERTIME**

### **18.01**

- (a) Authorized work performed in excess of:

- (1) Seven and one-half (7 ½) hours per day;
  - (2) Eight (8) hours in a day; or
  - (3) Thirty-seven and one-half (37 ½) hours in a week, or forty (40) hours in a week, averaged over a two-week cycle, as the case may be, shall be paid at the rate of one and one-half (1 ½) times the employee's basic rate of pay.
- (b) If an employee, regularly scheduled to work seventy-five (75) or eighty (80) hours per pay period, works on their scheduled day off, they shall be paid at the rate of time and one-half (1 ½) and if they work on a second regularly scheduled day off, they shall be paid at double their regular rate of pay.
- (c) No overtime shall be paid to an employee who works in excess of their regularly scheduled work hours per day or per pay period as a result of an exchange of shifts between another employee for personal reasons.

**18.02** Opportunities for overtime work shall be distributed by the Employer as equally as is practicable among the employees in a department, who normally perform the work involved.

**18.03** Employees shall not be required to lay-off during regular hours to equalize any overtime work. Neither overtime premiums nor credits for overtime shall be pyramided.

**18.04** Call In Procedure

The order of steps to cover a scheduled shifts as a result of a vacation day, a statutory holiday, a sick day or other approved leave will be as follows:

1. Full time employees in the affected department and classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority from last accepted.
2. Part time employees in the affected department and classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority from last accepted.
3. Casual employees in the affected departments and classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority from last accepted.
4. It is understood that for call-ins full time employees will be offered the overtime prior to any part time employees.
5. An Employee called in to work within one (1) hour of the starting time of the shift who arrives within one (1) of the starting time of the shift, shall be paid for the full shift, provided they complete the shift for which they were called.

## **ARTICLE 19 – CALL-BACK PAY**

**19.01** An employee who is called back, having completed their regular shift, other than for scheduled overtime work, shall be paid either a minimum of four (4) hours at straight time rates, or at their applicable overtime rate for the time worked on the call-back, whichever is the greater.

## **ARTICLE 20 – SHIFT WORK**

### **20.01 Shift Exchanges & Giveaways**

Employees will be permitted to giveaway or exchange shifts with other Employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any overtime/premium payment arising out of any such giveaway or exchange. Where the shifts involved involve shift premium, this premium shall be paid to the employee working the shift.

**20.02** Seniority shall determine shift preference, subject only to ability to perform the job required, where employees are not on a regular rotating shift.

## **ARTICLE 21 – PAID HOLIDAYS**

**21.01** The Employer will recognize the following paid holidays at the employee's standard rate of pay for full-time employees:

New Year's Day  
Good Friday  
Victoria Day  
Civic Holiday  
Canada Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing day

Full-time employees are entitled to one (1) floating holiday within the calendar year. An employee shall not be entitled to a floating holiday until after being employed for six (6) months. The floating holiday, however, can not be accumulated from one year to another. The float day will be based on the number of hours the employee normally works. The intent is that there shall be no more than eleven (11) paid holidays in each calendar year of the Collective Agreement. If another federal, provincial or municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday will replace one of the designated holidays in the Collective Agreement.

It is understood and agreed that all written float requests must be submitted to the Employer by no later than November 1 of each year. The Employer will make every

attempt to accommodate the requests but reserves the right to refuse such requests based on operational requirements. Preference will be given on a first come first serve basis.

- 21.02** A full-time employee who is not required to work on the above paid holidays, shall receive holiday pay equal to one normal day's pay, provided that they have worked their full scheduled shift immediately preceding and succeeding the paid holiday, unless excused in writing by their Supervisor or the General Manager.
- 21.03** The Employer may require employees to work on paid holidays and it is agreed that they will receive time and one-half (1 ½) for all hours worked on the paid holiday. In addition, full-time employees shall receive another day off with pay in lieu of the paid holiday.
- 21.04** It is understood that an employee will not be required to work their scheduled shift before or after a paid holiday if they are off because of illness and can provide a doctor's certificate or for Jury Duty or granted leave of absence.
- 21.05** If a paid holiday is observed during an employee's vacation, such employee shall be given another day vacation with pay in lieu thereof.
- 21.06** An employee scheduled to work on a paid holiday and who does not report for work shall forfeit their holiday pay unless the absence is due to illness verified by a medical doctor's certificate and if requested.

**ARTICLE 22 – VACATIONS**

**22.01** The parties will provide a full-time employee with:

<u>Years of Service</u>	<u>Vacation</u>	<u>Vacation Pay</u>
Less than 1 year	1 day per month up to a maximum	4%
After 1 year but less than 3 years	Two weeks	4%
After 3 years but less than 7 years	Three weeks	6%
After 7 years but less than 15 years	Four weeks	8%

15 years or more but less than 24	Five weeks	10%
After 24 year	Six weeks	12%

**22.02**

- (a) Vacation pay for full-time employees will be calculated at the appropriate percentage (indicated in Article 22.01) of the previous year's gross earnings.
- (b) Effective January 1, 1993, vacation entitlement for part-time employees will be reached based on seventeen hundred and twenty-five (1725) paid being equal to one year of service.
- (c) Entitlement to vacation shall be as outlined in Article 22.01, with service being determined as of the beginning of January 1 of each year.
- (d) For the purpose of calculating eligibility, the vacation year will be the period from the beginning of January to the end of December of the following year.
- (e) All employees entitled to vacation time off shall be paid their vacation pay when they take their vacation; it will be paid on the regular bi-weekly pay schedule, assuming they have sufficient funds in their vacation bank. Any vacation pay remaining in an employee's bank will be paid at the end of the vacation year, unless otherwise requested as per Article 22.04 (f).
- (f) The accumulated vacation must be taken during the year immediately following the year it was accumulated and not prior to that.

**22.03** An employee termination their employment shall be entitled to vacation pay owing to them provided they give the Employer at least two (2) weeks written notice of their termination.

**22.04**

- (a) An employee entitled to vacation in excess of two (2) weeks may, with the approval of the department head, take their vacation at one time during the calendar year.
- (b) By February 1<sup>st</sup>, each department shall post a list and the employees shall indicate by April 1<sup>st</sup> the vacation period they wish. The Department head shall then set the vacation periods taking into account the wishes of the employees on the basis of seniority, insofar as she considers consistent with the efficient functioning of the department, but consideration of seniority shall be related to the first two (2) weeks of an employee's vacation. There will be no vacation time approved between December 20<sup>th</sup> and January 5<sup>th</sup> each year, except with the written permission of the General Manager.

- (c) The Department Head shall post a list of the vacation periods by April 15<sup>th</sup>. After April 15<sup>th</sup>, the Department Head or the employee shall not alter the vacation periods unless by mutual consent.
- (d) Unused vacations may not be accumulated without the prior approval in writing of the Administrator.
- (e) Vacation requests received after April 1 will be approved on a first come first served basis, subject to operational requirements.
- (f) Employees shall have the option to carry over one (1) week of vacation and in special circumstances up to two (2) weeks, if pre-scheduled. Requests and approvals will be in writing.

### **ARTICLE 23 – LEAVE OF ABSENCE**

- 23.01** The Employer may grant leave of absence without pay to an employee for reasons satisfactory to the Employer. Request for such leave of absence shall be in writing and shall be submitted to their Supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere except as noted in section 23.03. Unless otherwise mutually agreed, such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Except in cases of emergency where such notice is not possible, an employee shall provide one months written notice of any such leave of absence.
- 23.02** Employees elected or appointed by the Union to attend conventions and conferences of the Union shall be granted leave of absence with pay and benefits and without loss of seniority, provided the Employer is given reasonable notice. The Union shall reimburse the Employer for the cost of such pay and benefits. No more than three (3) employees may be absent at any one time and such leaves shall not total more than thirty (30) cumulative working days in one (1) year.
- 23.03** Any employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division of the National Body of Canadian Union of Public Employees, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year upon request during the term of office. if the employee returns to the Bargaining unit within one (1) year, she shall be entitled to take a temporary position until such time as a vacancy occurs where she can apply her full length of service to the job posting.

**23.04** Pregnancy and parental leave shall be granted in accordance with the *Employment Standards Act, R.S.O., 2000*, as amended from time to time.

**23.05** Bereavement Leave

When a death occurs in an employee's family, the Employee shall be allowed four (4) consecutive days off without loss of scheduled earnings, in conjunction with the day of the funeral, or a memorial service (or equivalent); family to mean parent, brother, sister, child, spouse, parent-in-law, grandparent, grandchild, brother-in-law, sister-in-law.

When there is a death of an employee's aunt, uncle, the Employee shall be allowed two (2) days off without loss of scheduled earnings, in conjunction with the day of the funeral, or a memorial service (or equivalent).

In the event of a spring internment (celebration of life), an employee may request in writing to save one (1) of the days identified above without loss of pay to attend.

Where the burial occurs outside of the Province of Ontario, such leave shall also include reasonable travelling time, not to exceed seven (7) days, without pay.

**23.06** Time Off for Elections

Employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial, or municipal election or referendum without deduction from normal daily pay.

**23.07** Jury or Witness Duty

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

- (a) Notify the Administrator of their obligation to attend;
- (b) Present proof of service requiring attendance;
- (c) Deposit with the Home any compensation received for such attendance, excluding mileage, travelling and meal allowance.

**ARTICLE 24 – SICK LEAVE PLAN**

**24.01** Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to employees of the following basis:

- (a) Absence for injury compensable under the provisions of the Occupational Accident Insurance Plan shall not be charged against sick leave credits.
- (b) Full-time and Part-time Employees regularly scheduled to work twenty (20) hours or more per week shall participate in a weekly indemnity plan that will provide coverage on the first day of hospitalization or accident or the eighth (8<sup>th</sup>) calendar day of illness. Coverage will continue for up to seventeen (17) weeks.
- (c) Full-time Employees who have completed the probationary period shall be credited with fifteen (15) hours of sick leave and shall then accumulate sick leave credits at the rate of seven and one half (7½) hours per month of service to a maximum of twelve (12) days. Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness.
- (d) Part-time Employees regularly scheduled to work twenty (20) hours or more per week and who have completed the probationary period shall be credited with sick leave credits equal to three (3) percent of hours worked since date of hire and shall accumulate sick leave credits at the rate of three (3) percent of hours worked per month to a maximum of fifty-two (52) hours. Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness.
- (e) Part-time Employees working less than twenty hours (20) per week and who have completed the probationary period shall be credited with sick leave credits equal to three (3) percent of hours worked since date of hire and shall then accumulate sick leave credits at the rate of three (3) percent of hours worked per month to a maximum of one hundred and fifty (150) hours. Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness.
- (f) The weekly indemnity plan for eligible employees will be effective on completion of the probation period.
- (g) Probationary Employees are not entitled to paid sick leave during their probationary period.

**24.02** An employee may be required to produce proof of sickness, after three (3) consecutive working days absence or after two (2) absences in a calendar year in the form of a medical certificate, but such requirement shall not be unreasonably imposed. Medical certificates are to be paid for by the employer, up to twenty-five dollars (\$25.00) per certificate.

## **ARTICLE 25 – WELFARE PLAN**

**25.01** Full-time employees shall be entitled to participate in the following welfare plans in accordance with the terms and conditions of the carrier with the Employer paying premiums as outlined below:

- (a) Life Insurance plan and an Accidental Death Dismemberment plan providing \$30,000 life insurance for all employees -100%. Coverage will reduce by 50% on the date the employee attains age sixty-five (65) and will terminate on the date the employee attains age seventy (70).
- (b) Supplemental health benefits - \$10.00 single, \$20.00 family deductible and no deductible vision coverage to a maximum of \$220.00 in each twenty-four months for each person - 100%. Coverage will terminate on the date the employee attains age seventy (70).
- (c) Effective the first full pay period following ratification: Paramedical coverage includes Chiropractor, Naturopath, Osteopath, Podiatrist/Chiropodist, Physiotherapist, Massage Therapy, and Speech Therapist coverage to a maximum of three hundred (\$300) annually for each service at ninety percent (90%) coinsurance.
- (d) Dental coverage equivalent to Blue Cross #9, current ODA, as amended from time to time - 50%. Coverage will terminate on the date the employee attains age seventy (70).
- (e) Effective January 1, 2019, vision coverage - two-hundred and thirty dollars (\$230.00) every twenty-four (24) months. Effective January 1, 2022, vision coverage - two hundred and forty (\$240.00) every twenty-four months. Effective March 28, 2025, vision coverage - three hundred dollars (\$300) every twenty-four months.
- (f) Effective March 28, 2025, \$400 per calendar year for custom-made orthotic foot appliances.

Employees shall be entitled to receive the full benefits of the plans outlined above, effective on the date of confirmation of their employment in accordance with Article 12.01, unless coverage is denied by the carrier.

The Employer may change insurance carriers, but in doing so there will not be any erosion of the level of benefit provided. The Union will be advised of any change in insurance carrier.

Whenever there is a change(s) to the existing Benefit carrier(s), and/or the benefits provided, the employees shall receive notification of such changes or if applicable, new/amended Benefit Booklets.

## **25.02 Part-Time in Lieu**

Effective the first full pay period following ratification part-time employees shall receive five percent (5%) of their gross earnings on each pay in lieu of fringe benefits. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits.

Effective the first full pay period following January 1, 2022 part-time employees shall receive six percent (6%) of their gross earnings on each pay in lieu of fringe benefits. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits.

Effective the first full pay period following January 1, 2023 part-time employees shall receive seven percent (7%) of their gross earnings on each pay in lieu of fringe benefits. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits.

## **25.03 Pension Plan**

(a) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

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

All other payments, premiums, allowances and similar payments are excluded.

"Eligible employee" means all employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- (b) Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.
- (c) The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be

obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

- (e) The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.
- (f) It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.
- (g) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch.P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee are:

- i) To be provided once only at Plan commencement:
  - Date of hire
  - Date of birth
  - Date of first contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- ii) To be provided each remittance:
  - Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable earnings
  - YTD pension contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To be provided once, and if status changes:

- Full address as provided to the Employer by the employee
  - Termination date when applicable (MMDDYY)
- iv) To be provided once if they are readily available:
- Gender
  - Marital Status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

## **ARTICLE 26 -PAYMENT OF WAGES AND ALLOWANCES**

### **26.01 Pay Day**

The Employer shall pay salaries, wages, overtime and bonuses bi-weekly, in accordance with schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and bonuses and deductions.

**26.02** New classifications may be established by the Employer during this Agreement after consultation with the Union. Wage rates for such new classifications shall be negotiated. If negotiations fail to produce an agreement, then the rates shall be settled by arbitration under this agreement.

**26.03** When an employee temporarily substitutes in or performs the principal duties of a higher-paying position, they shall receive the rate for the job. When an employee is assigned to a position paying a lower rate, their classified rate shall not be reduced until after sixty (60) consecutive working days. The rate for the job, with respect to a higher paying position, shall be the probation rate of such position except if an employee has already successfully completed their probationary period of at least 375 hours worked within the bargaining unit, the employee shall then receive the rate applicable listed as "Start" in Schedule "A" of the Collective Agreement.

### **26.04 Shift Premiums**

All employees who are required by the Employer to work on two (2) or more shifts, other than their scheduled shifts within a (2) week pay period, shall receive a shift premium of thirty cents (\$0.30) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee received overtime premium and shift premium will not form part of the employee's straight time hourly rate.

Employees who work the weekend will receive a fifteen-cent (\$.15) premium.

**26.05 Uniforms**

The uniform allowance will be \$.20 per hour worked, which shall include vacation and statutory holiday pay. Should the Employer decide to change the existing uniform, submissions from the staff will be received prior to such change being made.

**26.06** Part time employees shall progress from the start rate through increment levels on the basis of seventeen hundred and twenty-five (1725) hours equal one (1) year (hours shall include: hours worked and paid; and hours not worked and paid for by the Employer and hours not worked and paid for under the Occupational Accident Insurance Plan. It is further agreed that when an Employer changes classifications they shall not have a decrease in wages and shall be paid at the next higher rate in the new classification for each hour worked.

**ARTICLE 27 – GENERAL**

**27.01** The Employer will continue its present practice of providing free parking for employees except where visitor and resident parking conflicts.

**27.02** The principle of equal pay for equal work shall apply, regardless of sex.

**27.03** Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

**27.04 Health and Safety Committee**

- (a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- (b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the bargaining unit which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall nominally meet at least once quarterly. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections. Scheduled time spent in all such activities shall be considered as time worked at the member's regular or premium rate as may be proper.
- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the relevant annual summary of data.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

**27.05** The part-time employee will commit herself to work additional days upon request by the Employer, specifically during summer months and at the Christmas-New Year's period to replace an employee who fails to report for her scheduled shift and at least on alternative paid holidays, if required at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees.

An employee who is not home or who does not answer or refuses a call-in shall not be called again until her name comes up again in the rotation in accordance with seniority.

Employees who refuse three (3) call-ins in succession on three (3) different dates, shall be taken off the call-in list for a period of two (2) months, unless a reason satisfactory to the Employer is given.

## **ARTICLE 28 – BULLETIN BOARDS**

**28.01** The Employer agrees to the posting of Union notices on bulletin boards provided for Bargaining Unit employees. Such notices shall relate to appointments, meetings, elections and conventions of the Union and Union social and recreational affairs. All such notices shall be submitted to the Administrator or their representative who shall arrange for their prompt posting.

## **ARTICLE 29 – NOTICES**

**29.01** Each Employee shall keep the Home informed of their current address and telephone number. The Home agrees that they will maintain this information on their files for their use only and that this information is confidential and shall not be posted anywhere in the Home.

**29.02** All communications between the parties shall be addressed to:

- (a) Executive Director, The Kensington, Oakville;
- (b) Unit Chairman, CUPE Local 4762; and
- (c) National Representative of CUPE

## **ARTICLE 30 – COPIES OF THE AGREEMENT**

**30.01** Both parties agree to pay 50% of the cost of the Collective Agreement to be printed in booklet form and supplied by the Union.

## **ARTICLE 31 – RETROACTIVITY**

**31.01** The employer shall notify employees who have left employment since the expiry of the last collective agreement by regular mail to their last known address of their entitlement to retroactive pay. Such notice shall be sent, within thirty days of the ratification of the collective agreement or the date of an arbitration Award, and such employees shall have thirty days from the date of the Notice to claim their retroactivity and confirm to the Employer where the retroactive monies are to be sent.

## **ARTICLE 32 – TERM OF AGREEMENT**

**32.01** This Collective Agreement shall be binding and remain in effect from date of ratification through December 31, 2025, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing in the ninety (90) day period prior to November 30th in any year that it desires its termination and amendment.

**SCHEDULE A – WAGE GRID**

<b>Classification</b>	<b>Steps</b>	<b>Expired</b>		<b>2024 (3.5%)</b>		<b>2025 (3.5%)</b>
Dietary Aide	Prob	\$17.34	\$ 0.61	\$ 17.95	\$ 0.63	\$ 18.58
Housekeeping Aide	Start	\$18.03	\$ 0.63	\$ 18.66	\$ 0.65	\$ 19.31
Laundry Aide	18 Months or 2587 Hrs	\$19.86	\$ 0.70	\$ 20.56	\$0.719	\$ 21.28
Receptionist	Prob	\$18.08	\$ 0.63	\$ 18.71	\$ 0.65	\$ 19.36
Hairdresser	Start	\$18.76	\$ 0.66	\$ 19.42	\$ 0.68	\$ 20.10
	18 Months or 2587 Hrs	\$20.88	\$ 0.73	\$ 21.61	\$ 0.76	\$ 22.37
Assistant Cook	Prob	\$19.34	\$ 0.68	\$ 20.02	\$ 0.70	\$ 20.72
	Start	\$20.17	\$ 0.71	\$ 20.88	\$ 0.73	\$ 21.61
	18 Months or 2587 Hrs	\$22.02	\$ 0.77	\$ 22.79	\$ 0.80	\$ 23.59
Cook (Journeyman)	Prob	\$23.05	\$ 0.81	\$ 23.86	\$ 0.83	\$ 24.70
	Start	\$23.58	\$ 0.83	\$ 24.41	\$ 0.85	\$ 25.26
	18 Months or 2587 Hrs	\$24.57	\$ 0.86	\$ 25.43	\$ 0.89	\$ 26.32
Maintenance	Prob	\$20.64	\$ 0.72	\$ 21.36	\$ 0.75	\$ 22.11
	Start	\$21.19	\$ 0.74	\$ 21.93	\$ 0.77	\$ 22.70
	18 Months or 2587 Hrs	\$22.80	\$ 0.80	\$ 23.60	\$ 0.83	\$ 24.43
RPN	Prob	\$27.37	\$ 0.96	\$ 28.33	\$ 0.99	\$ 29.32
	Start	\$28.55	\$ 1.00	\$ 29.55	\$ 1.03	\$ 30.58
	1800 Hrs	\$29.31	\$ 1.03	\$ 30.34	\$ 1.06	\$ 31.40
	3600 Hrs	\$30.15	\$ 1.06	\$ 31.21	\$ 1.09	\$ 32.30
Personal Care Assistant	Prob	\$17.87	\$ 0.63	\$ 18.50	\$ 0.65	\$ 19.15
	Start	\$18.56	\$ 0.65	\$ 19.21	\$ 0.67	\$ 19.88
	18 Months or 2587 Hrs	\$20.40	\$ 0.71	\$ 21.11	\$ 0.74	\$ 21.85
Student		\$15.87	\$ 0.56	\$ 16.43	\$ 0.57	\$ 17.01

**Wage Adjustments:**


- January 1, 2024: general wage increase of 3.5%
  - January 1, 2025, general wage increase of 3.5%
- *All wage rates are inclusive of any and all Pay Equity adjustments*

**Classification Name Adjustments:**


\*Pay bands in this Schedule "A" only concerns rates of pay. Each classification in a band, for the purpose of this Agreement, is separate from the others in the same pay band.


**For the Employer:**

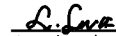
  
Esther Eapen (2025-09-02 13:55:37 EDT)


  
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**For the Union:**

  
S.W (2025-08-08 11:07:45 EDT)

  
Renigia Eapen (2025-08-14 21:28:15 EDT)

  
Laura levac (2025-08-14 21:26:26 EDT)

  
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**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**HCN-REVERA LESSEE (The Kensington) LP by Its general partner HCN REVERA LESSEE  
(The Kensington) GP INC., operating as "The Kensington"**  
**(the "Employer")**

**-and-**

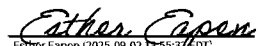
**CUPE, Local 4762.01**  
**(the "Union")**

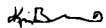
**Re.: Holiday Scheduling**

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The Employer will endeavor to schedule employees to their preference of Christmas Day or New Year's Day. The Christmas and New Year's request list shall be posted on October 15 of each year. Employees shall identify on this list their preference of which holiday they wish to work or if they agree to work both holidays. If an employee agrees to work both holidays, they must provide written verification of this election. Preferences will be considered on a seniority basis within each department while ensuring the operations of the Residence are maintained. If required to ensure the operations of the Residence, employees may be required to work both Christmas Day and New Year's Day and will be assigned in reverse seniority order.


**For the Employer:**

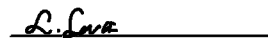
  
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Esther Eapen (2025-09-02 13:55:37 EDT)

  
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**For the Union:**

  
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S.W (2025-08-08 11:07:45 EDT)

  
\_\_\_\_\_  
Renigja Lopena (2025-08-14 21:28:15 EDT)

  
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Laura Ievac (2025-08-14 21:26:26 EDT)

  
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