

COLLECTIVE AGREEMENT

Between:

**ROYAL MARQUIS RETIREMENT
RESIDENCE INC.**

- and -



UNIFOR
theUnion | lesyndicat

AND IT'S LOCAL 2458

November 25th, 2020 to November 24th, 2023

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ARTICLE 1 – PURPOSE

- 1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and all employees represented by the Union and to provide for the prompt and equitable resolution of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, wages and all other conditions of employment for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Royal Marquis Retirement Residence Inc., in the City of Windsor, save and except supervisors, persons above the rank of supervisor, activity coordinator, administrative and sales staff.
- 2:02 Since the Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit, the Employer agrees that it will not enter into any other agreement with employees, whether individually or collectively which conflict with any of the provisions of this Agreement.
- 2:03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so requires, and vice versa.
- 2:04 **No Contracting Out**
The Employer shall not contract any work performed by members of the Bargaining Unit if, as a result of such contracting out, a layoff, demotion, displacement or reduction of hours occurs of any employee in the Bargaining Unit.
- 2:05 **Work of the Bargaining Unit**
Supervisors, all other excluded employees from the Bargaining Unit, students and volunteers shall not perform work performed by employees in the Bargaining Unit that will result in layoff, demotion, displacement or a reduction of hours of any employee in the bargaining unit.
- 2:06 A full time employee is defined as an employee who is regularly scheduled to work twenty-five (25) hours or more per week on average.
- 2:07 A part time employee is defined as an employee who is regularly scheduled to work less than twenty-five (25) hours per week on average.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3:01 The Union acknowledges that Management has exclusive right to arrange the facility including such rights as:
- (a) To maintain order and efficiency;

- (b) To hire, promote, transfer, suspend and re-hire employees and to discipline or discharge any employee for just cause, provided that a claim by an employee, who has acquired seniority, that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering any present rules and regulations or making new rules and regulations, the said new rules and regulations shall first be approved and signed by the Employer, after which they shall be presented to the Union Committee, at least fourteen (14) calendar days prior to the implementation, and opportunity afforded to the said committee to make representations. Such new rules and regulations shall then be provided to each employee.
- (d) To determine the number of employees to be employed, the scope of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.
- (e) The Employer agrees not to exercise its rights in an arbitrary or discriminatory manner or in direct contravention of any articles included in this Collective Agreement.

ARTICLE 4 – UNION SECURITY

4:01 The Employer shall deduct an amount equal to regular monthly Union Dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union Dues as certified to the Employer, in writing, by the Union or as may be amended from time to time by the Union.
- (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- (c) Union Dues will be deducted from each employee's pay and the same shall be remitted by the Employer to Unifor Local 2458, Financial Secretary Treasurer, not later than the 15th day of the following month.
- (d) The Employer agrees when forwarding Union Dues to submit a list indicating the names, addresses and home telephone numbers of those employees for whom deductions were made, showing the amounts deducted, and dates of hire of

those employees hired in the preceding month. The Union will be advised as to the names and addresses of terminating employees.

- 4:02 T-4 slips issued annually to employees will show deductions made for Union Dues.
- 4:03 The Union will save the Employer harmless for any claims that may arise from any deduction from wages in respect of check-off of assessments or any action taken in this respect at the request of the Union.

ARTICLE 5 – UNION REPRESENTATION

- 5:01 The Union has the right to elect or otherwise select a Union Committee of three (3) representatives, one (1) of whom shall be the Chairperson. Members of the Committee shall be regular employees of the Employer who have completed six (6) months of continuous service. The Union will attempt to ensure representation of all departments when electing or otherwise selecting this Committee.
- 5:02 The Committee has the right to assist all employees on all shifts in dealing with and presenting grievances to management as well as the right to negotiate for any renewal or extension of this Agreement.
- 5:03 The Union recognizes that Committeepersons have regular duties to perform on behalf of the Employer and that such Committeepersons may not leave their regular duties without consent of the designated member of management. Such consent will not be unreasonably withheld.
- 5:04 A Committeeperson shall not suffer loss of pay while carrying out legitimate Union business. The employer will endeavour to schedule meetings with the Union during regular working hours.
- 5:05 A newly hired employee will have the opportunity to meet with a Committeeperson for a period of up to thirty (30) minutes without loss of pay. Permission will be sought from the immediate supervisor in advance of the meeting. The Employer will endeavor to coordinate this meeting during the orientation day failing which an opportunity will be provided during probationary period.
- 5:06 The Employer acknowledges and recognizes the right of the Union to have representatives of the Union who are not bargaining unit members to attend grievance, labour/management or negotiating meetings with the Employer.
- 5:07 (a) The Employer agrees to recognize a Negotiating Committee composed of three (3) Committee Members, appointed, elected or otherwise selected.
- (b) The purpose of the Negotiating Committee will be to negotiate with the Employer for the renewal of the Collective Agreement as hereinafter provided, and the Employer will meet to negotiate with the Negotiating Committee and representatives of the Union for this purpose.

- (c) The Employer agrees to pay three (3) members of the Negotiating Committee for all regularly scheduled working hours lost due to attending negotiations and one (1) day of preparation time prior to the start of negotiations.
- (d) Committee Members who are scheduled to work the midnight/afternoon shift on the day of negotiations, shall have a choice which shift they would like off, either immediately prior to or following negotiations.

5:08 The Union will inform and keep the Employer informed in writing of the names of the Committee Members and the Committee Chairperson.

5:09 **Correspondence**

All correspondence between the parties arising out of this Agreement, or incidental thereto shall be provided to the Committee Chairperson and the Local Union President or designate and to the General Manager or designate.

5:10 **Union Bulletin Board**

The Employer agrees to provide and install a bulletin board for the exclusive use of the Union within the workplace.

5:11 The Employer will provide reasonable access to a fax machine, photocopier and telephones to be used for Union business relating to matters arising out of the Collective Agreement during normal business hours. Such requests by the Union will not be unreasonably denied.

ARTICLE 6 – NO STRIKE OR LOCKOUT

6:01 The Union and the Employer agree that there will be no strikes or lockouts during the term of this Collective Agreement.

6:02 The meaning of the words “strike” and “lock-out” as used in this Article shall be as defined in the Labour Relations Act of Ontario.

ARTICLE 7 – GRIEVANCE PROCEDURE

7:01 It is the mutual desire of the parties that all complaints and grievances be settled as quickly as possible.

7:02 A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.

7:03 All complaints and grievances will be taken up as follows:

7:04 Complaints shall be brought to the attention of the employee’s immediate supervisor within ten (10) working days after the employee became aware or ought reasonably to

have become aware of the incident or circumstances giving rise to the complaint. The supervisor will respond to the complaint within twenty-four (24) hours and, if the matter is not resolved, it may be taken up as a grievance.

7:05 **Step 1**

Should the Union be dissatisfied with the supervisor's decision, the Union may refer the grievance to the General Manager within five (5) working days after the receipt of the response in Article 7:04. The parties shall schedule a meeting within five (5) working days to discuss the grievance. At this stage, the Union Committee may be accompanied by the Unifor National Representative and/or the Local President or designate.

The decision of the General Manager shall be in writing and, if not rendered during the meeting, shall be rendered to the Unifor National Representative or President of the Local Union or designate within five (5) working days after the holding of the meeting.

If the decision of the General Manager is not satisfactory to the Union, it may be referred to Arbitration as per Article 8.

7:06 **Suspension or Discharge Grievance**

A claim by an employee who has acquired seniority, that she has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is filed by the employee within five (5) working days after the employee has received notice of discharge or suspension in writing from the Employer. Such grievance shall be taken up at Step 1 of the grievance procedure.

7:07 The term working days when used in this Agreement for the Grievance Procedure, shall exclude Saturdays, Sundays and holidays as defined herein.

7:08 The parties may agree to extend or waive any of the time limits prescribed in this Article, however, any such agreements shall be expressed in writing.

7:09 The Grievance Procedure outlined in this Agreement shall apply equally to a grievance lodged by a group of employees, or to a Union policy grievance.

7:10 A "Group Grievance" will be signed by a Union Committeeperson, and the grievors will be identified on the grievance form, along with each individual signature. Group Grievances shall commence at Step 1.

7:11 A Union Policy Grievance, which is defined as an allegation of a general misinterpretation or a violation by the Employer of this Agreement, may be lodged by the Chairperson of the Committee, in writing at Step 1 of the Grievance Procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. The Employer shall give her decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration.

7:12 The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement, in writing, at Step 1 of the Grievance

Procedure, by forwarding a written statement of said grievance to the Unifor National Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred.

The Unifor National Representative shall give her decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration.

7:13 All grievance forms and appeal forms shall be supplied by the Union.

ARTICLE 8 – ARBITRATION PROCESS

8:01 Sole Arbitrator

In the event that either party wishes to submit a grievance to Arbitration the party submitting the grievance to arbitration shall advise the other party in writing of three (3) choices as to a Sole Arbitrator. The recipient of the notice shall reply in writing as to the acceptance of one of the proposed Arbitrators or three (3) alternative choices as to a Sole Arbitrator. If the parties cannot agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration, then either party may request the Ministry of Labour for the Province of Ontario to appoint a Sole Arbitrator.

8:02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

8:03 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (½) of the expenses and fees of the Chairman.

8:04 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.

8:05 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

8:06 All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

8:07 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.

8.08 At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, all reasonable arrangements will be made to permit the conferring parties to have access to any part of the workplace to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Employer.

8:09 **Mediation/Arbitration System**

As an alternative to the regular arbitration procedure provided for herein, the parties may agree, in writing, to jointly refer a grievance for final and binding arbitration via the Mediator/Arbitrator selected by mutual agreement of the parties. The Mediator/Arbitrator shall have the same powers and be subject to the same limitations as an arbitrator appointed pursuant to the regular arbitration procedures provided for herein.

Through the Mediation/Arbitration System, the parties desire an expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Mediation/Arbitration System are set out as follows:

- (i) The decision of the Mediation/Arbitration shall be confined to the grievance referred to him. Such decision must be consistent with the provisions of this Agreement and the Mediation/Arbitration shall have no power to alter, modify or amend any part of this Agreement.
- (ii) The decision of the Mediation/Arbitration shall only apply to the case before him and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Mediation/Arbitration decision shall be final and binding upon the Employer, the Union and the employees represented by the Union.
- (iii) The Union and the Employer shall each be responsible for one half (1/2) of any fees or expenses charged by the Mediation/Arbitration.
- (vi) The purpose of the hearing is to render a resolution or if necessary render a decision. At the hearing, the parties may make such representations or adduce such evidence as the Mediation/Arbitration may permit or require, but the Mediation/Arbitration shall not be obligated to conform to the rules of evidence.
- (v) The Mediation/Arbitration shall be required to render his decision, in writing, together with brief written reasons within seven (7) days of the conclusion of the hearing unless agreed otherwise by the parties.

ARTICLE 9 – SENIORITY

9:01 Seniority will operate on a bargaining unit wide basis.

- 9:02 An employee's seniority will be defined as continuous length of service in the bargaining unit. It is agreed that an employee may be temporarily out of the bargaining unit for a period not greater than thirty (30) days without interruption in seniority.
- 9:03 The Employer shall supply the Union Office and Union Chairperson with a set of seniority lists, by department, in January and July of each year, showing employees' names, classification, and their seniority dates.
- 9:04 After such lists have been made available and checked they shall be final with respect to the employees designated there, except to any employee who has disputed the accuracy of their seniority date within thirty (30) calendar days after the lists are delivered and posted.
- 9:05 An employee shall lose all seniority and her employment shall be deemed to be terminated if she:
- (a) voluntarily resigns, retires or is discharged for just cause; or
 - (b) is absent from work in excess of three (3) working days without reasonable cause or without notifying the Employer or his/her intended absence; or
 - (c) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
 - (d) is absent from work for more than twenty-four (24) months by reason of layoff, or is absent from work for more than thirty (30) months by reason of absence due to workplace injury and there is no reasonable likelihood the employee will return to work within the near future; or
 - (e) an employee engages in activity that is contrary to the reason requested by the employee in a leave of absence.

The parties agree to abide by the Human Rights Code when applying this provision.

- 9:06 Employee names shall appear on a seniority list in order of their relative date of hire. The parties agree that where two (2) or more employees are hired on the same date, a lottery draw will be used to determine relative seniority. The lottery to be administered by both parties and with the results being final and binding upon all parties and not subject to change.

ARTICLE 10 – LAYOFF AND RECALL

- 10:01 The parties recognize the existence of the job classifications as set forth in Schedule "A" hereto.
- 10:02 The following procedure will apply in the event of layoff, reduction of hours or recall of employees.

- 10:03 In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least two (2) weeks' notice. This notice is not in addition to required notice for individual employees. The Employer will meet with the Union and inform the Union of the Employer's intention, including the identification of the affected employee(s) and the reasons for the layoff. At this meeting without prejudice, the parties may agree to possible alternative arrangements that may lessen the impact of layoff.
- 10:04 The classification in which the layoff is to occur will be identified.
- 10:05 In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification.
- 10:06 Seniority shall be calculated on the date of the proposed layoff.
- 10:07 In order of seniority, an employee who is subject to layoff shall have the right to either:
- (i) accept the layoff with twenty-four (24) months of recall; or
 - (ii) displace another employee in the bargaining unit as follows:
 - (a) She has more bargaining unit seniority than the employee she seeks to replace;
 - (b) She has the ability and qualifications to perform the job of the employee who seeks to replace, without training other than orientation; and
 - (c) She will accept the hours and/or shift of the position she is displacing into.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the General Manager within one (1) calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

- 10:08 The procedure set out in Article 10:07 will continue until an employee whose job is assumed cannot assume another job and is laid off. Such employee shall receive the applicable notice or pay in lieu of notice in accordance with Article 10:09.

10:09 **Notice of Layoff**

In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employee(s) with notice in accordance with the *Employment Standards Act 2000*. Such notice will include a reference to an employee's rights as per Article 10:07 and the notice will be copied to the Union.

- 10:10 Subject to Article 10:09, the notice period shall begin on the date on which it was received by the Employee. If an employee is on an authorized leave of absence, e.g. sick leave or vacation the notice period shall begin on the date the written notice was

delivered by registered mail to the employee's current address on file with the employer.

10:11 A copy of the layoff notice shall be sent to the Union at the same time as it is given or mailed to the employee(s) concerned.

10:12 Employees in receipt of benefits at the time of layoff will continue to have benefit coverage until the end of the month the layoff becomes effective.

The employee may then elect to continue participation in the benefits for a period of six (6) months, provided the employee pays one hundred percent (100%) of the premiums. It shall be the responsibility of the employee to arrange for proper payment.

10:13 No new employee(s) shall be hired in the classification in which a layoff has taken place without all laid off employees, who retained seniority, have been given the opportunity to return to work.

10:14 Seniority will continue to accrue during a layoff.

10:15 **Recall**

A laid off employee shall retain the right of recall for a period of twenty-four (24) months.

10:16 Employees shall be recalled in the reverse order of layoff provided they have the ability and qualifications to perform the job, without training other than orientation.

10:17 Employees shall be recalled in the reverse order of layoff by notice in writing, delivered personally by registered mail to the last recorded address of the employee. A copy of such notice shall also be mailed to the Union on the day of issue.

10:18 If an employee has been laid off for a period beyond the limits of her recall rights without having been recalled, she will receive severance pay, in accordance with the *Employment Standards Act, 2000*, as calculated at the time of layoff, and her employment relationship will be deemed to have been terminated.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES

11:01 All vacancies shall be posted for seven (7) calendar days at one (1) location in the residence during which time members of the bargaining unit may apply for the said position in writing on a form supplied by the Employer.

11:02 Any notice posted pursuant to Article 11:01 shall contain the following information: classification, qualifications, shift(s), rate of pay, expected hours, and status (full time or part time).

The Employer will provide the name of the successful candidate within two (2) days.

11:03 If no application is received from members of the bargaining unit within the Job Posting period or there is no successful applicant from within the bargaining unit, then the Employer may hire from outside the bargaining unit.

11:04 In the event one (1) or more bargaining unit members apply, the Employer shall consider the factors in determining which employee is to be selected:

(a) Bargaining unit wide seniority;

(b) Skill and ability.

Where the factors in (b) are relatively equal, then seniority in (a) above will be the determining factor.

11:05 The successful applicant shall be placed on trial in the new position for a period of thirty (30) days worked. Such trial, promotion or transfer shall become permanent after the trial period ends unless;

(a) The employee feels she is not suitable for the position and wishes to return to her former position; or

(b) The Employer feels that the employee is not suitable for the position and requires that she return to her former position.

In the event of either (a) or (b) above, the employee will return to her former position and salary without loss of seniority. Any employee promoted or transferred as a result of the rearrangement of the position shall also be returned to her former position and rate of pay without loss of seniority.

11:06 If the applicant proves unsatisfactory during the trial period, the employer will meet with employee to discuss the reasons why.

11:07 Should an employee revert back to her previous position during the trial period, the Employer will review any of the other applicants from the original posting to determine if an appropriate candidate exists under the criteria of 11:04 above.

11:08 The Employer agrees to provide the Chairperson with a copy of all Job Postings and the names of the successful applicants upon completion of the Job Posting procedure.

11:09 The successful applicant will be notified in writing with a copy provided to the Chairperson.

11:10 Any temporary vacancy with an anticipated duration of eight (8) weeks or more will be posted in accordance with this Article. Employees shall be given the first opportunity to fill temporary vacancies subject to Article 11:04. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

An employee returning from leave of absence shall have the right to return to her former position. In instances where an employee returns to work, prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s).

In the event that a part-time employee is the successful applicant for a full-time temporary vacancy, the part-time employee shall retain his/her part-time status during the temporary full-time period.

ARTICLE 12 – PROBATIONARY PERIOD

- 12:01 A new employee of the Employer shall be considered a “probationary employee” until she has completed three (3) months for FT and 450 hours for PT to a maximum of 6 months. The name of any such new employee, who after the completion of the said probationary period, shall be added to the seniority lists as of the date three (3) calendar months prior to the completion of probation..
- 12:02 It is a condition of this Agreement that the discharge of a probationary employee during the probationary period shall not be a subject of a grievance unless it can be demonstrated that such discharge is a violation of the Human Rights Code, other applicable statutes or is arbitrary and in bad faith.
- 12:03 Any claim of discharge or suspension, as per Article 12:02, may be submitted to the grievance and arbitration procedures within five (5) days of the date of discharge or suspension. Such grievances shall commence at Step 1 of the Grievance Procedure.

ARTICLE 13 – DISCIPLINE AND SUSPENSION CASES

- 13:01 The Employer agrees not to deny an employee the right to have representation by her Chairperson when called in to an interview which may lead to discipline or when disciplined and/or discharged.
- 13:02 The Employer will provide the Union with copies of all discipline letters.
- 13:03 Letters of Reprimand are to be removed from an employee’s personnel file after twelve (12) months from the date of discipline.
- 13:04 Notwithstanding 13:03 above, Letters of Reprimand are to be removed from an employee’s personnel file after thirty-six (36) months from the date of discipline, where the disciplinary action arose from an interaction with residents or family members.
- 13:05 Having provided a written request to the General Manager at least one (1) week in advance, an employee shall be entitled to see her personnel file in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references. An employee may copy the contents of her personnel file.

ARTICLE 14 – HOURS OF WORK

14:01 The following is intended to define the normal hours of work for the full time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week. Part time employees shall be offered work in accordance with their stated availability and the operational requirements of the Employer.

14:02 The regular work shift for full time employees shall be seven and one-half (7-1/2) hours per day exclusive of meal periods. The seven and one-half (7-1/2) hours per day will be worked within an eight (8) hour period. The work week shall commence at 00:00 on the Sunday of each week.

14:03 The Employer agrees that there shall be no new split shifts unless agreed to by the Union.

14:04 Relief Periods

Employees will be allowed relief periods within the shift without reduction in pay and without increasing the regular working hours as follows:

Shift Length

Breaks

Four (4) hours or less:

No breaks;

More than four (4) hours up to six (6) hours:

One (1) – fifteen (15) minute break;

6 hours or more:

Two (2) – fifteen (15) minute breaks.

14:05 Lunch or Meal Periods

- (a) Any shift of five (5) hours or more will include a thirty (30) minute unpaid lunch or meal period. Lunch or meal periods will be uninterrupted and free from work.
- (b) Proper facilities will be provided for employees who bring their own lunch.
- (c) Employees not allowed to leave the building will be paid for their meal break.

14:06 Overtime

- (a) Overtime shall be paid for all hours worked over seven and one-half (7-1/2) hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1-1/2) the employee's regular rate of pay.
- (b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement. The normal hours of work shall not be reduced or changed for the purpose of avoiding overtime.
- (c) There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

- (d) The Employer will allocate overtime and additional hours on an equitable basis among employees within the classification where the hours are required.
- (e) An employee who is absent on paid time during his scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

14:07 (a) **Premiums**

Employees will receive fifty cents (\$0.50) per hour for each hour worked on a shift where the majority of hours falls between 11:00 p.m. and 7:00 a.m.

(b) **Weekend Premiums**

Employees will be entitled to a weekend premium of ten (\$0.10) cents per hours worked for all eligible hours commencing Friday night at 11 pm and ending Sunday night at 11 pm.

14:08 **Minimum Reporting Allowance**

If an employee reports for work at the regularly scheduled time for her shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate, or the length of the scheduled shift, whichever is less.

14:09 **Call In**

(a) "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

(b) All call in of shifts shall be given in order of seniority on an equitable rotational basis of those employees on the availability list by classification within the department first before calling in from other departments. (ie. RPN fills for RPN, Server called in for Server).

(c) Where the call in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

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

14:10 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for hours worked at straight time.

14:11 A shift shall be deemed entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.

14:12 **Work Schedule**

The following regulations shall govern the scheduling of hours of employees in the bargaining unit:

- (a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance by Thursday at noon. Employee requests for specific days off must be submitted to the Employer or designate one (1) week in advance of posting.
- (b) This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts a shift at her own discretion.
- (c) The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and changeover of shifts.
- (d) The Employer agrees that an employee shall not be scheduled to work more than six (6) consecutive days.

14:13 **Shift Exchange and Giveaways**

Employees may exchange scheduled shifts with other employees provided that such requests are submitted in writing to the Employer not less than twenty-four (24) hours in advance of the time requested.

It is understood that such exchange of shifts shall not be considered in the calculation of eligibility for, or payment of overtime premiums. Such permission to switch shifts shall not be unreasonably denied by the Employer.

14:14 It is understood that an employee's scheduled hours of work will not be adjusted for a paid holiday under Article 16.01.

14:15 **Training Premium**

Employees will receive fifty cents (\$0.50) per hour for each hour training probationary employees and the newly hired employees receiving the training will receive fifty cents (\$0.50) per hour less than the start rate in Schedule "A". The most senior employee on the shift will receive the premium to a maximum of three (3) shifts.

ARTICLE 15 – VACATIONS

15:01 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. Vacation entitlement shall be calculated on April 30th of each year.

15:02 For the purpose of vacation entitlement, service shall be defined as "Date of Hire". It is agreed that the "Date of Hire" will be the date of employment.

15:03 Vacations are not cumulative from year to year and all vacations must be taken within the calendar year.

15:04 **Vacation Entitlement**

- Employees with less than one (1) year of service as at the vacation cut-off date will be granted one (1) day vacation leave for each month of service, to a maximum of two (2) weeks of vacation. Vacation pay for such employees will be four percent (4%) of gross earnings during the previous vacation year.
- 15:05 Employees with four (4) years of service on or before April 30th of the current year shall receive three (3) weeks of vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the previous vacation year.
- 15:06 Employees with eight (8) years of service on or before April 30th of the current year shall receive four (4) weeks of vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the previous vacation year.
- 15:07 Employees with ten (10) years of service on or before April 30th of the current year shall receive four (4) weeks of vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the previous vacation year.
- 15:08 Employees with fifteen (15) years of service on or before April 30th of the current year shall receive five (5) weeks of vacation. Vacation pay for such employees will be ten percent (10) of gross earnings for the previous vacation year.
- 15:09 Seniority continues to accrue for employees while on vacation leave.
- 15:10 The employer shall post a blank vacation schedule on February 1st of each year and it will remain posted until March 1st. Employees may indicate their vacation requests on the schedule.

The guiding factor for allocation of preference of vacation dates shall be seniority, with the most senior employee having first preference, based on results submitted as per above. Whenever a conflict arises between chosen dates that cannot be settled amicably, the dispute shall be resolved by seniority.

The employer shall post the final vacation schedule on March 15th. This schedule shall not be changed except with the consent of the employer and the employee(s) affected. Vacation pay will be paid to an employee during the pay period during which they take vacation, or at the discretion of the employees as requested on up to two occasions per year.

Vacations shall be taken in blocks of one (1) week or seven (7) calendar days. Requests for single vacation days shall be submitted as per the scheduling provisions and granting of the same shall be subject to the operations of the home. Single day requests will not be granted on weekends or holidays.

Employees who submit a vacation request after March 1st will be considered on a first-come, first-served basis, rather than seniority.

ARTICLE 16 – PAID HOLIDAYS

16:01 All employees covered by this Agreement shall receive their regular day's pay at the regular rate for the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- One (1) Floater
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

Employees shall be eligible to take a float holiday on a day mutually agreed to by the employee and employer. Such agreement will not be unreasonably denied.

The pay for such float holiday will be in accordance with Article 16:02. Float holidays cannot be carried over into the next calendar year.

All holidays will be paid to those who work the actual holiday at the applicable rate of pay.

16:02 All employees covered by the Agreement shall receive holiday pay pursuant to the *Employment Standards Act 2000*.

16:03 An employee who is required to work on any of the aforementioned holidays will receive at the employee's option either:

- (a) Pay at the rate of time and one-half (1-1/2) of the employee's regular rate of pay for work performed plus her holiday pay; or
- (b) Pay at the employee's regular rate of time and one-half (1-1/2) and a lieu day off with holiday pay. Such requests must be made in writing to the Employer and scheduled by mutual agreement.

16:04 If one (1) of the above named holidays occurs during an employee's vacation period, the employee shall receive either an additional day off in lieu or the employee shall receive a day's pay, equal to the holiday. The employee will notify her supervisor of her choice and such request will not be unreasonably denied.

16:05 For clarification purposes of when a paid holiday begins and ends, a shift shall be deemed entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.

ARTICLE 17 – LEAVE OF ABSENCE

17:01 Bereavement Leave

- (a) A leave of absence of five (5) consecutive calendar days without loss of pay and benefits will be granted to an employee as a bereavement leave in the event of

the death of the legal or common-law spouse (including same sex partners), child, or step-child, mother, father, step-mother, step-father. The leave must coincide with the date of death or the date of the funeral.

- (b) A leave of absence of three (3) consecutive calendar days without loss of pay and benefits will be granted to an employee as a bereavement leave in the event of the death of the, grandchild, sister, brother, mother-in-law, father-in-law, step-sister, step-brother, step-grandchild or grandparents. The leave must coincide with the date of death or the date of the funeral.
- (c) The Employer will grant one (1) day without loss of pay for an employee as bereavement leave in the event of the death of Aunt, Uncle, niece and nephews.
- (d) The Employer may grant a personal leave of absence without loss of pay and benefits for an extension of bereavement leave. Such leave will not be unreasonably denied.
- (e) Seniority shall continue to accrue for employees while on bereavement leave.

17:02 Jury 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 the employee's duties at the Retirement Residence, the employee shall not lose regular pay because of such attendance, provided that the employee:

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

Total payments as outlined above not to exceed thirty (30) working days. Seniority shall continue to accrue for employees while on such leave.

17:03 Union Leave

- (a) Leaves of absence without loss of pay and benefits will be granted upon request to employees who are elected, appointed or selected to represent the Union. Such requests will not be unreasonably denied. Seniority shall continue to accrue for employees while on Union Leave.
- (b) Leaves of absence without loss of pay and benefits will be granted upon request to employees who have been selected by the Union to attend educational courses. Such requests will not be unreasonably denied. Seniority shall continue to accrue for employees while on Union Leave.

17:04 **Family Medical Leave**

All employees who meet the eligibility requirements for Family Medical Leave as per the *Employment Standards Act, 2000* (ESA), shall be provided such leave in accordance with the Act. Seniority shall accrue during the duration of this leave.

17:05 **Personal Emergency Leave**

All employees who meet the eligibility requirements for Personal Emergency Leave per the *Employment Standards Act, 2000* (ESA) shall be provided such leave in accordance with the Act. Seniority shall accrue during the duration of this leave.

17:06 **Educational Leave**

(a) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, upon proof of successful completion of the required courses, the Employer will reimburse the employees for full costs of the courses, including time and travel costs. It is understood that such employees shall not suffer a loss of pay or benefits and that seniority shall continue to accrue while on such leave. If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

(b) Where employees wish to upgrade employment qualifications, the Employer may grant a request for unpaid leave of absence, provided that the Employer receives at least one (1) months' notice in writing. Such leave may be arranged without undue inconvenience to the normal operations of the Employer. Applicants, when applying, must indicate the date of departure and specific date of return. If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union. Seniority shall accrue during the duration of this leave.

17:07 **Public Office Election Leave**

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties, shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with their duties.

17:08 **Pregnancy and Parental Leave**

Pregnancy and Parental Leave will be granted in accordance with the *Employment Standards Act, 2000* unless otherwise amended.

17:09 **Benefits While on Pregnancy/Parental Leave**

An employee on Pregnancy and/or Parental Leave will be entitled to maintain all prescribed benefits in accordance with the *Employment Standards Act, 2000*. An employee will remain a full participant in all benefits the employer will continue to pay the employer share of premiums while the employee is on said leave, provided the employee continues to pay the employee share of the premiums.

17:10 **Pregnancy Leave**

(a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be

granted for seventeen (17) weeks as provided in the *Employment Standards Act, 2000*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

- (b) The employee will provide the Employer at least two (2) weeks' notice, in writing, of the day upon which she intends to commence her Pregnancy and/or Parental Leave.
- (c) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (d) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so.
- (e) The employee, who does not participate in Parental Leave and returns to the workplace, shall return to the position, shift and hours she held prior to the commencement of her Pregnancy Leave and to the corresponding wage rate as per Schedule "A".
- (f) Seniority will continue to accrue while an employee was on Pregnancy Leave.
- (g) Upon expiry of the seventeen (17) weeks Pregnancy Leave, an employee may immediately commence Parental Leave, as per the provisions in Article 17:15. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take Parental Leave if such notice was not provided as per Article 17:14(b).

17:11 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to Parental Leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption (whether or not the adoption has been legally finalized) or is a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as his or her own. This includes same-sex couples.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- (d) For employees who participated in Pregnancy Leave, Parental Leave can begin immediately after the Pregnancy Leave expires unless the child has not yet come into her custody, care and control for the first time.

- (e) If the employee also took a Pregnancy Leave, the Parental Leave ends thirty-five (35) weeks after it began, otherwise, the Parental Leave ends thirty-seven (37) weeks after it began.
- (f) Parental Leave may be claimed by one (1) employee or shared between two (2) employees but cannot exceed a combined maximum of thirty-seven (37) weeks.
- (g) Seniority will continue to accrue while an employee is on Parental Leave.
- (h) At the conclusion of the Parental Leave, the employee shall return to the position, shift and hours she held prior to commencement of the leave and to the corresponding wage rate as per Schedule "A".

17:12 Employees who have participated on approved Leaves as per Article 17, shall upon return from such Leave, be returned to the position, shift and hours she held prior to the commencement of the Leave and to the corresponding wage rate as per Schedule "A".

17:13 The Company will notify the employee of the status of leave of absence no later than 30 days prior to the commencement of leave of absence.

ARTICLE 18 – BENEFITS

18:01 The Employer will continue to pay fifty-five percent (55%) of the premiums towards the existing Health and Welfare and LTD benefit plans as described in the SSQ Financial Group Policy #13B00 to all eligible full time employees. An employee may opt out of this coverage provided they provide proof of coverage elsewhere.

18:02 The Employer will pay seventy-five percent (75%) of the premiums towards the existing Life Insurance and AD & D benefit plans as described in the SSQ Financial Group Policy #13B00 to all eligible full time employees. Participation in this coverage is mandatory.

18:03 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least thirty (30) days prior to implementing a change in carrier.

18:04 Benefit brochures shall be provided by the Employer to the Union and all participating employees at the time of hire or upon request.

18:05 Vision \$125/24 months

ARTICLE 19 – WAGES

19:01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the rates of wages as outlined in Schedule "A" attached hereto.

19:02 All employees will be paid bi-weekly on every second (2nd) Friday through direct deposit.

19:03 When any bargaining unit position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be negotiated between the Union and the Employer. If the parties are unable to agree on the rate of pay for the job in question, the dispute will be subject to grievance and arbitration. The new rate of pay would be retroactive to the date on which the Employer first introduced the classification.

19:04 In the event of an error on an employees pay (such pay will include vacation and holiday pay), the correction shall be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by four (4) hours or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

ARTICLE 20 – JOB DESCRIPTIONS

20:01 The Employer will provide the Union with updated Job Descriptions within ninety (90) calendar days of ratification.

ARTICLE 21 – MOMENTS OF SILENCE

21:01 Minute of Silence – Montreal Massacre

The Employer agrees to allow employees one (1) minute of silence at 11:00 a.m. on December 6th of each year in observation of the women killed in the Montreal Massacre.

21:02 National Day of Mourning

The Employer agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

21:03 Remembrance Day

The Employer agrees to allow employees one (1) minute of silence at 11:00 a.m. on November 11th of each year in observance of Remembrance Day.

ARTICLE 22 – DURATION OF AGREEMENT

22:01 The Agreement shall be effective from the November 25th, 2020 to and including November 24th, 2023. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agreed upon.

22:02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of November 24th, 2023, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

22:03 Provided that for purposes of all notices under this Article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

ARTICLE 23 – PAID EDUCATION LEAVE (PEL)

23:01 Paid Education Leave (PEL)

The Employer agrees to pay into a special fund a one-time lump sum of three hundred and fifty (\$350.00) to be paid within sixty (60) days of ratification for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid into a trust fund established by the National Union, Unifor and sent by the Employer to the National Office at 205 Placer Court, Willowdale, Ontario M2H 3H9.

ARTICLE 24 – HEALTH AND SAFETY

24:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Residence, in order to prevent injury and illness, in accordance with the Workplace Health and Safety Act.

24:02 A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the union, 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 meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The Union agrees to limit representation from the bargaining unit to two (2) joint representatives which may be increased by mutual agreement of the parties.

24:03 Four (4) representatives of the Joint Health and Safety Committee, two (2) from management and two (2) from the Union, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

24:04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety and Insurance Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as The Workplace Safety and Insurance Board may decide to disclose.

- 24:05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 24:06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- 24:07 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the joint Labour/Management meetings will include aggressive residents.

- 24:08 (a) Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatment is not covered by some other source, the cost will be borne by the Employer.
- (b) If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence upon such time as the situation is resolved. If an employee does not complete the course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.
- (c) An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave or vacation if the credits are available. If the employee has no sick time she may use vacation entitlement subject to the following paragraph.
- (d) Accrued sick time must be used prior to using vacation entitlement. In the event that an employee uses vacation, such vacation will be granted in increments of one (1) day. The employee shall be required to contact the General Manager of the Home, or designate, on a daily basis to confirm that vacation will be granted for that day. Employees on vacation must be available to work each day if required by the Employer.
- (e) In the case of employees who work at more than one health care facility, and an outbreak occurs in one of the facilities with the result being the medical officer of health or designate limits the employee to working at one facility only.

ARTICLE 25 – COPY OF AGREEMENT

25:01 The parties will endeavour to provide a copy of the Collective Agreement in booklet form to all employees within thirty (30) days of ratification. The cost of printing to be shared.

ARTICLE 26 – ABSENCE FROM WORK

26:01 When an employee is absent from work for legitimate purposes, she will notify the Department Manager or designate by telephone as soon as possible before the beginning of the current work shift.

The employer shall ensure that employees are aware of the appropriate contact person and a copy of changes will be provided to all employees in a timely manner.

ARTICLE 27 – LABOUR / MANAGEMENT MEETINGS

27:01 A Committee of the Union and Management representatives shall meet quarterly, at a time agreeable to both parties. An employee who attends such meetings on her day off shall be compensated at her regular rate of pay for time spent in actual attendance at the meeting. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed which shall not include matters that are properly the subject of a grievance or are properly the subject of negotiations for the amendment or renewal of this Agreement. A Union National Representative may attend as a representative of the Union.

ARTICLE 28 – PAID OCCUPATIONAL ACCIDENT INSURANCE

28:01 The Employer shall provide insurance to cover work related injuries, accidents or illness either through the Workplace Safety and Insurance Board or private insurance carrier.

The choice of carriers rests with the Employer. In the event that the Employer intends on changing the carrier, the Union will be provided with a minimum of thirty (30) days' notice.

The Employer agrees to provide the same benefit levels as are currently in place as of the date of signing this Agreement.

ARTICLE 29 – RETURN TO WORK

29:01 The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

The Employer will review with the Union at a meeting within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Labour Market Re-entry programs will include a statement that the Employer will make reasonable effort to provide modified duties.

Prior to commencing a modified/light/alternate work program, the Employer agrees to notify the Union Chairperson of all return to work programs.

ARTICLE 30 – HARASSMENT & DISCRIMINATION/WORKPLACE BULLYING

30:01 Discrimination

There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, marital status, sex, nationality, ancestry, sexual orientation, disability, place of origin, residence, age, political or religious affiliation, union membership or activity or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

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

Harassment

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

- (a) “Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability.” Ref: *Ontario Human Rights Code, Sec. 5(2)*.
- (b) “Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee.” Ref: *Ontario Human Rights Code, Sec. 7(20)*.

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

Bullying

- Bullying is defined as a course of vexatious conduct or verbal comments that is known or ought to reasonably be known to cause mental or emotional hurt or isolate a person in the workplace. The following examples could be considered as bullying but is not intended to cover all potential incidents:

- Spreading malicious rumours, gossip, or innuendo;
- Excluding or isolating someone socially;
- Intimidating a person;
- Making jokes (verbal or electronic) that are offensive;
- Creating a feeling of uselessness;
- Yelling or using profanity;
- Unjustly and persistently criticizing or belittling a person;
- Tampering with a person's personal belongings or work equipment.

30:02 Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and the Unifor will ensure that:

- All staff members, volunteers, residents, family members and persons with practicing privileges are informed that harassment, including sexual harassment and discrimination in the workplace, is an offence under the law.
- The Employer and the Unifor will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns or complaints related to harassment/discrimination with the complainant and the Unifor.
- All staff members have the right to proceed with a harassment / discrimination complaint without reprisal or threat for having made a complaint in good faith.

30:03 Procedure

The Employer and the Unifor are responsible for advising a complainant when this policy applies; providing education regarding harassment/discrimination, advising options available, identifying and assisting complainants in obtaining counselling, facilitating in the resolution process and informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, Union or charges under the Criminal Code. In addition, the Employer and the Unifor will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

- (i) All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and the Unifor. They may be either verbal or in written form.
- (ii) The Employer and the Unifor will document the complaint and the individual will be informed of his/her rights.
- (iii) The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and will attempt to resolve the matter informally.
- (iv) If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the Article will be included.

- (v) The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
- (vi) An internal resolution will be attempted between the complainant and the respondent by the Employer and the Unifor.
- (vii) Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
- (viii) The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the Unifor.
- (ix) At the conclusion of this step the complaint, if unresolved, will be inserted into Step 1 of the grievance procedure for resolution.
- (x) In the event that the complaint is not resolved in Step 1 of the grievance procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
- (xi) The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure concurrently.

ARTICLE 31 – GENERAL

31:01 It is the responsibility of each employee to ensure that the Employer has his or her correct address, phone number and emergency contact in the event it is necessary to notify her of any matter under this Agreement.

ARTICLE 32 – SICK LEAVE

32:01 For the purpose of calculating eligibility, the sick leave bank will be the period from January 1st of any year to December 31st of the same year.

32:02 **Sick Leave Entitlement**

Full time employees shall receive forty-five (45) hours of sick leave per year. Part time employees shall receive a pro-rated amount of sick leave credits based on 1950 hours equals one (1) year.

32:03 Sick Leave hours cannot be cumulative from year to year. All Sick Leave hours will be paid out by the Employer by the end of the calendar year and the Sick Leave bank will be zeroed out.

32:04 Seniority continues to accrue for employees while on Sick Leave.

ARTICLE 33 – UNIFORMS

33:01 The Employer agrees to provide employees on the first week in September of each year of the Collective Agreement with Uniforms on the following basis:

Cooks – as per current practice;

All other employees: Full time – four (4) shirts;
 Part time –two (2) shirts.

ARTICLE 34 – RETIREMENT ALLOWANCE

34:00 HLDA

The parties agree that this workplace falls under the Hospital Labour Disputes Arbitration Act (HLDA) and as such the compulsory arbitration provisions will apply if the parties are not able to freely negotiate a Collective Agreement.

34:01 Effective November 24, 2017, the Employer shall provide each eligible employee the opportunity to contribute to a self-directed, RRSP Program. The Employer is only required to match eligible employee's contributions, to a maximum of 2%.

34:02 Eligible employees are those who have completed their probation period. It is the responsibility of the employee to complete all enrolment forms and mail them to the Carrier. The Employer and the employee are subject to any and all obligations stipulated by the Carrier and it is understood that such stipulations may change from time to time and the Employer will, as appropriate advise employees of any changes as soon as possible.

34:03 The employee matching contribution to a maximum of 2% shall be deducted each pay period and remitted to the Carrier not later than 30 days following the month in which the contributions were earned. Employees may make additional voluntary contributions and such additional voluntary contributions shall be subject to Carrier and Employer policy and applicable legislation.

34:04 The definition of applicable wages for purposes of determining contributions to the program shall be the basic straight time wages for all hours worked, including regular holiday pay (excluding holiday premium pay) and vacation pay.

34:05 There are no withdrawals from the plan except for first time home buyers program, lifelong learning or any other provision under legislation or Carrier policy. In the event the employee leaves employment for any reason, she may transfer the funds consistent with the Carrier's policy.

SCHEDULE "A" – CLASSIFICATIONS & WAGE RATES

Classification		Expired		Nov. 2020	Nov. 2021	Nov. 2022
Reception	start	\$15.52	2%	\$15.83	\$16.15	\$16.47
	prob	\$15.94	2%	\$16.26	\$16.58	\$16.92
	1 year	\$16.56	2%	\$16.89	\$17.23	\$17.57
	2 year	\$17.25	2%	\$17.60	\$17.95	\$18.31
PSW	start	\$15.83	2%	\$16.15	\$16.47	\$16.80
	prob	\$16.25	2%	\$16.58	\$16.91	\$17.24
	1 year	\$17.19	2%	\$17.53	\$17.88	\$18.24
	2 year	\$17.85	2%	\$18.21	\$18.57	\$18.94
Server/Dietary Housekeeping	start	\$14.58	2%	\$14.87	\$15.17	\$15.47
	prob	\$14.99	2%	\$15.29	\$15.60	\$15.91
	1 year	\$15.63	2%	\$15.94	\$16.26	\$16.59
	2 year	\$16.18	2%	\$16.50	\$16.83	\$17.17
Janitor	start	\$16.65	2%	\$16.98	\$17.32	\$17.67
	prob	\$17.19	2%	\$17.53	\$17.88	\$18.24
	1 year	\$17.81	2%	\$18.17	\$18.53	\$18.90
	2 year	\$18.49	2%	\$18.86	\$19.24	\$19.62
UCP	start	\$20.49	2%	\$20.90	\$21.32	\$21.74
	prob	\$21.25	2%	\$21.68	\$22.11	\$22.55
	1 year	\$22.50	2%	\$22.95	\$23.41	\$23.88
	2 year	\$23.11	2%	\$23.57	\$24.04	\$24.52
RPN	start	\$24.59	2%	\$25.08	\$25.58	\$26.10
	prob	\$25.63	2%	\$26.14	\$26.67	\$27.20
	1 year	\$26.56	2%	\$27.09	\$27.63	\$28.19
	2 year	\$27.71	2%	\$28.26	\$28.82	\$29.39
Cook	start	\$18.70	2%	\$19.07	\$19.46	\$19.84
	prob	\$19.38	2%	\$19.77	\$20.16	\$20.57
	1 year	\$20.00	2%	\$20.40	\$20.81	\$21.22
	2 year	\$20.86	2%	\$21.28	\$21.70	\$22.14
Head Cook	start	\$20.85	2%	\$21.27	\$21.69	\$22.13
	prob	\$21.43	2%	\$21.86	\$22.30	\$22.74
	1 year	\$22.05	2%	\$22.49	\$22.94	\$23.40
	2 year	\$22.84	2%	\$23.30	\$23.76	\$24.24

Movement through the above grid is based on date of hire.

Retroactivity

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 three (3) full pay periods upon notice of ratification. Such payments shall be made on a separate 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 employee.

LETTER OF UNDERSTANDING #1 – RE: VIOLENCE AGAINST WOMEN

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

LETTER OF UNDERSTANDING #2 – RE: PAY EQUITY

In accordance with the Pay Equity Act,

Whereas it is desirable that affirmative action be taken to redress gender discrimination in the compensation of employees employed in female job classes in Ontario;

Whereas, pay equity is equal pay for work of equal value;

Therefore, the parties affirm that the pay rates negotiated have been done in good faith and in accordance with the *Pay Equity Act*.

Further, the parties acknowledge their ongoing responsibilities under the *Pay Equity Act* to maintain compensation practices that provide for pay equity in accordance with *Section 7* of the *Pay Equity Act*.

LETTER OF UNDERSTANDING #3 – RE: HEAD COOK

The parties agree that the regular work shift for the position of Head Cook shall be eight (8) hours per day exclusive of meal periods. The eight (8) hours per day will be worked within an eight and one-half (8-1/2) hour period over a five (5) consecutive day period commencing on Monday and ending on Friday.

Daily relief periods will include two (2) fifteen (15) minute breaks within the shift without reduction in pay and without increasing the regular working hours. In addition, each shift will include a thirty (30) minute lunch period. All breaks and lunch periods will be uninterrupted and free from work.

In the event the position of Head Cook is vacated, the Employer may then adjust the work week for the position of Head Cook in accordance with Article 14.

LETTER OF UNDERSTANDING #4 – RE: RESIDENT COMPLAINT PROCESS

Should a resident complaint need to be investigated, the General Manager will conduct an investigation. The Union Chairperson will be invited to participate in the investigation process.

LETTER OF UNDERSTANDING #5 – RE: TEXT MESSAGES

It was agreed that text messages are not an acceptable form of communication when calling in sick or responding to call-in opportunities.

LETTER OF UNDERSTANDING #6 – RE: MASTER SCHEDULE

All Schedule

1. The Employer will create a "Master Schedule" for all classifications and post the blank schedule by January 30th, 2012.
2. Employees will provide the Employer, in writing, with their first three (3) choices, along with their availability for the next three (3) months, no later than February 10th, 2012 at 5:00 p.m. The information is to be provided to the General Manager directly.
3. Employees will be placed into a line, based on their choices and seniority. Seniority is the deciding factor.
4. The Employer will post the final "Master Schedule" and the schedule for the period commencing on March 4th, 2012, no later than February 18th, 2012.
5. It is agreed the timelines may be adjusted for Wellness while they transition to a two (2) week schedule occurs.
6. It is agreed that shifts will not be less than three (3) hours in length. However, the Employer may schedule a shift of less than three (3) hours should it be for Special Events such as Marketing or Christmas Parties.

LETTER OF UNDERSTANDING #7 – RE: WORKING CHRISTMAS AND NEW YEARS

The Company will post a voluntary list for those wishing to work Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day.

If the Company does not have the proper coverage, they will schedule the junior person ascending up the seniority list until all positions are filled.

LETTER OF UNDERSTANDING #8 – RE: SCHEDULING

The parties will meet within thirty (30) days of ratification to discuss scheduling changes.

DATED AT WINDSOR, ONTARIO, THIS 22 DAY OF Sept, 2022.

ROYAL MARQUIS RETIREMENT RESIDENCE

UNIFOR AND ITS LOCAL 2458

Anne Marie Mellette

Farooq

Sharon Khandoo
Melissa Noel

cope343/rs