

COLLECTIVE AGREEMENT

- between -

**PRP SENIOR LIVING INC.
(o/a Sunrise of Windsor)**

- and -



UNIFOR AND ITS LOCAL 2458

MARCH 1, 2022 TO FEBRUARY 28, 2025

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to:
- a) establish an orderly collective bargaining relationship between the Employer and its Team Members;
 - b) provide for prompt and equitable disposition of grievances; and
 - c) establish negotiated working conditions for all Team Members within the Bargaining Unit.
- 1.02 The Union recognizes that the Employer is in the business of providing residential and supportive services in a home-like environment to seniors and that the senior living business is highly competitive. Therefore, the Employer must remain resident-focused, operationally efficient, cost-effective and continually improve its processes and services. The Union agrees to support the Employer in attaining these objectives that the Union acknowledges are consistent with the collective agreement and are in the best interests of the Team Members.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent of all employees of PRP Senior Living Inc. o/a Sunrise of Windsor in the City of Windsor, save and except supervisors, persons above the rank of supervisor and office and sales staff.
- 2.02 The Employer agrees that it will not enter into any other agreement with Team Members in the bargaining unit, whether individually or collectively, which will conflict with any of the provisions of this Agreement.
- 2.03 Employees outside the bargaining unit will not perform bargaining unit work to any greater extent than it was being performed prior to the term of this Collective Agreement and, in any event, will not perform bargaining unit work to the extent that it directly results in the layoff of a bargaining unit Team Member or a bargaining unit Team Member not being scheduled for regular hours.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that the management of the Employer's operations and the direction of its Team Members are vested exclusively with the Employer, and is only limited by specific provisions of this Agreement. Without limiting the generality of the foregoing, it is the exclusive function of the Employer to:
- a) determine and establish standards and procedures for the care of Sunrise's residents, which include the universal and designated models of care, and to maintain and protect the residents' health, welfare, safety and comfort;
 - b) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents and visitors, 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 Team Members and to alter such rules and regulations provided that such rules and regulations shall not conflict with the provisions of this Agreement. It is agreed that prior to altering such rules and regulations same shall be provided to the Union Committee at least seven (7) days prior to implementation and the Union Committee shall provide feedback should it wish to do so;

- c) hire, promote, transfer, assign duties to, layoff and recall Team Members and to discipline or discharge any Team Member for just cause provided that a claim by a Team Member who has acquired seniority that they has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided in this Agreement;
- d) discharge Team Members who have not successfully completed their probationary period at its sole discretion, subject to the Ontario Human Rights Code;
- e) plan, direct, control and supervise Team Members' work;
- f) plan, direct and control the operations including but not limited to: determination of the services provided; introduction of new methods, facilities and equipment; control over the amount of supervision; combining or splitting up of departments; establishment of work schedules; the extension, limitation, curtailment or cessation of operations or any part thereof and the increase or reduction in workforce and/or full-time to part-time ratios in any particular area or on the whole; and
- g) the Employer agrees not to exercise its rights in a manner that conflicts with the specific provisions of this Agreement.

ARTICLE 4 – DEFINITIONS

4.01 A "Team Member" is defined as an employee of the Employer subject to this Agreement.

4.02 A full-time Team Member is defined as a Team Member who is consistently scheduled to work at least twenty-five (25) hours or more per week.

A part-time Team Member becomes a full-time Team Member when they works in excess of twenty-five (25) hours per week for ten (10) consecutive weeks.

A full-time Team Member loses full-time status when they does not work at least twenty-five (25) hours per week in thirteen (13) consecutive weeks, or where they opts to move to part time status

4.03 A part-time Team Member is defined as a Team Member who works less than twenty-five (25) hours per week.

4.04 A probationary Team Member is defined as a Team Member who has not successfully completed the probation period as defined in Article 11.01.

The Parties agree that the Employer has the right to discharge a probationary Team Member at its sole discretion, subject to the Ontario Human Rights Code.

4.05 Seniority for full-time Team Members is defined as the length of continuous employment with the Employer from the last date of hire.

4.06 Service is defined as the number of hours worked since the Team Member's last date of hire with the Employer.

4.07 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

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

4.09 The term 'working day' in this Agreement shall be all days exclusive of Saturdays, Sundays and paid holidays.

4.10 If a full time Team Member wishes to give up her full time position and move to part time status they shall provide four (4) weeks' advance written notice to the Employer. Thereafter they shall be scheduled as a part time Team Member and shall no longer be eligible for full time benefit coverage.

ARTICLE 5 – UNION SECURITY

5.01 The Union and Team Members shall not engage in Union activities during working hours or on the Employer's premises without the prior authorization of the Executive Director or designate.

5.02 a) The Employer and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practiced upon any Team Member because of membership or non-membership in the Union or participation or non-participation in Union activities all of which is hereby recognized as a voluntary act on the part of the individual concerned.

b) The Employer and the Union agree to abide by the Ontario Human Rights Code.

5.03 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 Team Members 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 Team Members 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 Team Member'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 of the Team Members on whose behalf deductions are made.
- 5.04 T-4 slips issued annually to Team Members will show deductions made for Union Dues.
- 5.05 The Union shall 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 6 – NO STRIKES OR LOCK-OUTS

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act, 1995.

ARTICLE 7 – UNION REPRESENTATION

- 7.01 The Union has the right to elect or otherwise selected a Union Committee of three (3) representatives, one (1) of whom shall be the Chairperson. Members of the Committee shall be regular Team Members of the Employer who have completed nine (9) months of continuous service. The Union will attempt to ensure representation from more than one department when electing or otherwise selecting this Committee.
- 7.02 The Union shall advise the Employer, in writing, of the names of the Committee Members and the Employer is not required to recognize any such member until so advised.
- 7.03 The Union may appoint a Negotiating Committee comprised of three (3) Committee Members. The purpose of the Negotiating Committee will be to negotiate with the Employer for the renewal of the Collective Agreement.
- 7.04 The Union acknowledges that Committee Members must continue to perform their regular duties and must not allow their steward duties to interfere with the Employer's universal care model and resident-focused care. Therefore, all activities of Committee Members shall be carried on outside the Committee Members' working hours save and except as directed by the Employer or where it is not possible to perform the duties outside working hours in which case the Committee Member must seek permission of her Supervisor which shall not be unreasonably denied, and the Committee Member shall spend the minimum reasonable period of time performing the duties.

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

7.06 **Labour-Management Meetings**

A Committee of the Union and Management representatives shall meet as required, but in any event not more than once per month. The Committee shall be comprised of two (2) representatives of each party and shall meet at a time and place mutually satisfactory. A Unifor National Representative may attend as one of the Union's representatives on the Committee.

A Team Member 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. Time spent in such meetings shall not be considered time worked for purposes of calculating overtime entitlement. A request for such meeting will be made in writing, at least one (1) week in advance 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 matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 **Complaints and Grievances**

a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any Team Member or the Union relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.

b) It is the mutual desire of the parties hereto that complaints of Team Member(s), the Union, and the Employer shall be adjusted as equitably as possible, and it is understood that a Team Member has no grievance until they has first given her Department Co-ordinator or designate an opportunity to address her complaint.

8.02 a) All complaints and grievances shall be taken up as follows:

Step No. 1

A Team Member having a complaint shall raise it to her Department Co-ordinator or designate within five (5) calendar days after the Team Member became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the complaint. At this stage, the Team Member may be accompanied by a Committee Member, if they so desires. The Department Co-ordinator or designate shall reply to the Team Member giving the answer to the complaint or question within five (5) calendar days from date of submission.

b) **Step No. 2**

If the complaint is not settled at Step No. 1, the complaint may be submitted as a grievance in writing to the Executive Director or designate within five (5) calendar days of the receipt of the Department Co-ordinator or designates reply at Step No. 1. The grievance must set out the specific provision of the Agreement alleged to have been violated and the specific remedy sought for the Team Member. The

Employer, the Team Member and the Union may mutually agree to meet and discuss the grievance.

The Executive Director or designate shall provide her reply to the Team Member and the Union in writing within five (5) calendar days of the receipt of the written grievance or the meeting, whichever is later. The Team Member may have a Committee Member if but they is solely responsible for arranging for the Committee Member to attend and any meeting will not be delayed or postponed due to the unavailability of a Committee Member.

c) **Step No.3**

If the reply of the Executive Director or designate is not satisfactory to the Union and the Union intends to pursue the grievance, the Union may request a meeting with the Director of Operations within five (5) calendar days of the receipt of the Executive Director or designates reply at Step No. 2. The Team Member and the Union Committee Member may have the assistance of a Unifor Union staff representative or a Local Officer if they wish at the meeting. If the grievance is not resolved in the meeting, the Director of Operations or designate shall provide her reply to the Team Member and the Union in writing within five (5) calendar days of the meeting. Following receipt of the reply, should the Union wish to refer the matter to arbitration it shall do so according to the Arbitration procedure set out below.

8.03 **Discharge Grievance**

- a) The discipline or discharge of a probationary Team Member may not be challenged through the Grievance and Arbitration procedures, subject to the Ontario Human Rights Code.
- b) All discharge grievances shall be submitted to the Director of Operations or designate in writing in accordance with Step No. 3 of the Grievance Procedure set out in this Article within five (5) calendar days of the date on which the Employer notifies the Team Member of her discharge in writing. The Union will be copied on all disciplinary notices to Team Members.

8.04 **Employer's Grievance**

The Employer may file a grievance concerning the application, interpretation or alleged violation of this Agreement by the Union by forwarding a written statement of grievance to the Union within five (5) calendar days after the actual occurrence leading to the question or complaint, unless it was impossible to refer it within this time limit. The Union shall give its reply in writing within five (5) calendar days after the receipt of the grievance. Failing settlement, the grievance may be referred to arbitration by the Employer in accordance with the procedure set out in Article 9.01 within fifteen (15) calendar days of the receipt of the Union's reply (with appropriate modifications).

8.05 **Union Policy Grievance**

A Union Policy Grievance, which is defined as an allegation of a general misinterpretation or violation by the Employer of this Agreement, may be lodged by the Chairperson of the Committee, in writing, at Step 2 of the Grievance Procedure,

provided that it is presented to the Executive Director within ten (10) calendar days after the Union became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the grievance.

The Arbitrator may not make any monetary award which is retroactive prior to the time limit for filing a grievance or, in the case of a continuing violation, prior to fifteen (15) days predating the filing of the grievance. The Employer shall give its decision in writing within ten (10) calendar days after receiving the written grievance and failing settlement, the grievance may be referred to arbitration in accordance with the procedure set out in Article 9.01 within fifteen (15) calendar days of the receipt of the Employer's reply.

8.06 Group Grievance

Where a number of Team Members have similar grievances and each Team Member would be entitled to grieve separately, they may present a group grievance identifying each Team Member who is grieving to the Director of Operations or designate within five (5) calendar days of the actual occurrence leading to the question or complaint. The grievance initiated at Step No. 3 and the applicable provisions of this article shall then apply with respect to the processing of such grievance. The grievance must identify the names of all Team Members who are claiming a remedy under the grievance, and where a matter is a subject of a Group Grievance the Employer need not entertain any individual grievance based on the same circumstances. The grievance must set out the specific provision of the Agreement alleged to have been violated and the specific remedy sought for each individual Team Member. For purposes of this article, two or more grievances shall be considered 'similar' if they arise under the same provision of this Agreement. The Parties agree that should the Group Grievance be dismissed in respect of one of the grievors that such dismissal will not be determinative of the Group Grievance, save and except other grievors who are similarly situated.

8.07 Grievance Mediation

- a) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure. Either party may submit a grievance to Grievance Mediation at any time within fifteen (15) calendar days after the Director of Operations or designates decision at Step 3 of the grievance procedure.
- b) Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- c) Grievance Mediation may commence within twenty-one (21) calendar days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- d) The parties shall agree on a Mediator.
- e) Proceedings before the Mediator shall be informal.
- f) In order to promote open dialogue, the parties to the collective agreement agree that neither will make reference to the other's comments and/or positions taken within the grievance mediation process at arbitration.

- g) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Meeting.
- h) The Mediator will have the authority to meet separately with either party.
- i) If no settlement is reached through Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement.
- j) The Union and the Employer will share the cost of the Mediator, if any.

ARTICLE 9 – ARBITRATION PROCEDURE

9.01 If the reply of the Director of Operations or designate at Step 3 is not satisfactory to the Union, the matter may then be submitted to arbitration and the following rules governing arbitration shall apply.

The submission to arbitration shall be made within fifteen (15) calendar days after the Employer has given its reply at Step 3. If the matter is not submitted to arbitration within the timeframe set out herein, the grievance shall be deemed to have been abandoned and the same circumstances shall not be the subject matter of another grievance.

9.02 **Arbitration Process**

- a) No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedure.
- b) Within fifteen (15) calendar days after the request to submit the grievance to arbitration has been received by the other party, the Union will provide a list of at least three (3) proposed arbitrators to the Employer. Within ten (10) calendar days the Employer will either agree to one of the names proposed by the Union or provide its own list of at least three (3) proposed arbitrators. The parties shall exchange names until they reach agreement on an arbitrator. This Article does not prevent either party from requesting the appointment of an Arbitrator pursuant to the provisions of the Ontario Labour Relations Act, 1995.

This Article does not prevent either party from requesting the appointment of an Arbitrator pursuant to the provisions of the Ontario Labour Relations Act, 1995.

- c) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned unless the Parties mutually agree.
- d) Each of the parties will share equally the expenses, if any, of the Arbitrator.
- e) 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.

- f) The decision of the Arbitrator and all agreements reached under the Grievance and Arbitration procedures between the Employer and the Union and/or their respective representatives shall be final and binding upon the Employer, the Union and the Team Member(s) involved. Any grievance which has been disposed of under the Grievance and/or Arbitration procedures shall not be made the subject of another grievance. The Arbitrator may not make any monetary award which is retroactive prior to the time limit for filing a grievance or, in the case of a continuing violation, prior to thirty (30) days predating the filing of the grievance.

- 9.03 The time limits contained in this Article are mandatory and may only be extended by mutual agreement of the Employer and the Union in writing. Any request for an extension must be made prior to the expiry of the relevant time limit to be timely. A timely request will be reasonably considered.

ARTICLE 10 – DISCIPLINE

- 10.01 Subject to the following, a Team Member shall have the presence of a Union Committee Member in person as a witness at any meeting when the Team Member is being issued discipline and where the meeting is for the purpose of issuing discipline the Employer shall so advise the Union in advance and a Team Member may, at his or her request, have the presence of a Union Committee Member in person as a witness at any meeting where the Employer suspects misconduct and is conducting an investigation, but the Union Committee Member is present for the purpose of observation only and may not interfere in the conduct of the meeting. Committee Members undertake to be reasonably available for such meetings. When a Union Committee Member is entirely unavailable, a discipline meeting (which does not include placing a Team Member on administrative leave or being provided with a counselling) will be delayed for up to 24 hours. Investigation meetings will not be delayed due to the unavailability of a Union Committee Member. Where, in accordance with this provision, a discipline or investigation meeting takes place without the presence of a Union Committee Member, the Team Member shall have the right to the presence of another Team Member of the Team Member's choice who is working on the current shift and the Employer agrees to review the action taken with the Union Committee Member within two (2) working days following the initial action (provided one is on shift within that time). If no meeting takes place, copies of all written discipline will be given to the Union.

- 10.02 In the event a Committee Member or alternate is not available and the Employer determines that it is necessary to immediately remove the Team Member from the workplace, the Employer will endeavour to schedule a meeting with the Team Member and a Committee Member as soon as practicable thereafter.

Notwithstanding the foregoing in the conduct of an investigation into an incident, including interviews of Team Members, the Employer has the right to conduct such investigation without the presence of a Committee Member.

- 10.03 Discipline shall not be relied upon after a Team Member has eighteen (18) months' continuous active service without disciplinary incident.

10.04 The Employer will provide the Union with copies of all discipline letters.

ARTICLE 11 – SENIORITY

11.01 Probationary Period

A newly hired Team Member shall be a probationary Team Member and has no seniority rights until they have successfully completed sixty (60) days' work. Further, the discipline or discharge of a probationary Team Member shall not be made the subject matter of a grievance.

11.02 Seniority List

a) The Employer shall supply a seniority list to the Union in January and July of each year. Such seniority list shall show the Team Members' names, positions and their service and seniority date. A Team Member's seniority date shall be her last date of hire with the Employer.

b) The Employer shall post one (1) copy of the seniority lists in the Community in January and July of each year. If a Team Member does not challenge her information contained in the seniority lists within fifteen (15) calendar days from the date of the posting of the list, such information shall be deemed to be correct and shall not be challenged by the Team Member or the Union thereafter. New Team Members shall have ten (10) calendar days to challenge their position on the list. Team Members hired the same day shall appear in alphabetical order.

11.03 Loss of Seniority

A Team Member shall lose all seniority and her employment shall be deemed to be terminated if they:

- a) resigns;
- b) retires;
- c) is discharged and is not reinstated through the grievance and/or arbitration procedure(s);
- d) is absent from work for more than twelve (12) months by reason of lay off;
- e) is absent from work for two (2) consecutive shifts without notifying the Employer or without a reasonable excuse;
- f) fails to report for work as scheduled at the end of a leave of absence or vacation or fails to report for work as scheduled after a suspension with or without just cause;
- g) uses a leave of absence for a reason other than that for which it was granted;
- h) fails to return to work within seventy-two (72) hours of being notified by the Employer of recall or fails to return to work on the date and at the time specified in the notification of recall;

- i) assaults or abuses a resident, caregiver, volunteer, family member or Team Member;
- j) harasses or discriminates against a resident, caregiver, volunteer, family member or Team Member as determined after an investigation has taken place; or
- k) engages in the theft of property from a resident, caregiver, volunteer, family member or Team Member the Employer as determined after an investigation has taken place.

ARTICLE 12 – LAYOFF AND RECALL

12.01 A layoff is defined as a reduction in excess of thirty percent (30%) of the regular two (2) week gross earnings of a Team Member. Prior to such layoffs or reduction in hours, the Union and Employer will meet, where practical, to discuss such layoffs or reductions in hours and alternative methods.

12.02 Layoff Notice

In the event of a layoff that is anticipated to be of a permanent or long-term nature (i.e., more than thirteen weeks), the Employer shall provide the affected Team Members with notice in accordance with the Ontario Employment Standards Act, 2000.

The notice period shall begin on the date on which notice was received by the Team Member. If a Team Member is on an authorized leave of absence (including vacation) the notice period shall begin two (2) days following the Employer sending the notice by registered mail or courier to the Team Member's current address on file with the Employer.

12.03 Layoff Procedure

- a) Once the Employer has determined that a layoff is required in a particular position the Employer shall layoff Team Members in the reverse order of their seniority within their position.
- b) A Team Member who receives layoff notice shall have the right to elect one of the following:
 - (i) accept the layoff;
 - (ii) displace the most junior Team Member with less bargaining unit seniority in a lower or identical paying position within the bargaining unit, provided that the displacing Team Member has the skill to perform the duties of the job with one (1) day's training as reasonably assessed by the Employer and will accept the hours and/or shift position into which they is displacing (including accepting the full time or part time status of the position). The Team Member displaced shall then be laid off. This process shall continue until all affected employees have either bumped or accepted the layoff.

A Team Member's decision to choose (i) or (ii) above shall be given in writing to the Executive Director or designate within five (5) calendar days following the receipt of layoff notice. A Team Member who fails to do so will be deemed to have accepted the layoff.

12.04 Recall Rights

- a) Team Members shall be recalled in the reverse order provided they have the present skill to perform the available job without training. Recalls shall be by notice in writing. It is the sole responsibility of the Team Member who has been laid off to notify the Employer of her intention to return to work within seventy-two (72) hours after the receipt of notification of recall by registered mail or courier and shall return to work on the date and at the time specified in the notification. The date of receipt shall be deemed to be two (2) days following the Employer sending the notice by registered mail or courier to the Team Members' current address on file with the Employer. The notification of recall shall state the job to which the Team Member is eligible to be recalled and the date and time at which the Team Member shall report for work. The Team Member is solely responsible for his/her proper address being on record with the Employer.
- b) The job posting procedures as set out in Article 13 of this Agreement will continue to apply to any Team Member on layoff, meaning that laid off Team Members will have the same rights under Article 13 of this Agreement as all other Team Members except as otherwise specified in this Agreement.

In the event that a laid off Team Member is the successful candidate of a permanent vacancy to a position other than the original position from which they was laid off, he/they shall forfeit her recall rights to his/her original position.

No new Team Members shall be hired in the position in which a layoff has taken place without all laid off Team Members who retained seniority who have the present skill to perform the available work having been given the opportunity to return to work.

- c) A laid off Team Member shall retain service and rights of recall for a period of twelve (12) months. If a Team Member has been laid off for a period beyond the limits of her recall rights without having been recalled they will receive her entitlements to notice and severance (if applicable) under the Employment Standards Act as calculated at the time of layoff and her employment relationship will be deemed to have been terminated.

12.05 Benefits on Layoff

In the event of a lay off, provided the Team Member deposits with the Employer her share of group benefit plan premium for each succeeding month, the Employer shall pay its share of the group benefit plan premium for a period up to three (3) months from the end of the month in which the layoff occurs, or until the laid-off Team Member is employed elsewhere, whichever comes first. Any benefit continuation shall be subject to the terms of the benefit plan, and any decision by the benefits carrier in this regard may not be the subject matter of a grievance.

12.06 **Severance Pay**

Where applicable, Severance Pay will be in accordance with the provisions of the Ontario Employment Standards Act, 2000.

ARTICLE 13 – JOB POSTING

13.01 Subject to Article 13.06 of this Agreement, in the event that new jobs are created or the Employer has determined that there is a vacancy which it intends to fill, the Employer will post such new jobs or vacancies for a period of five (5) calendar days.

A posting shall contain the position available, the general duties, the time period for applying, the anticipated start date where available (which may be adjusted if necessary in which case Team Members will be advised of the reason for the adjustment), whether the position full time or part time and to whom application should be made. The posting shall also identify the shift to which the position generally relates (days, afternoons or nights), with a clear understanding that this is being provided for general information purposes only. There is no guarantee of the working hours.

The Employer will post all positions internally first and will only post externally should the internal process not deliver a successful candidate.

Any Team Member within the bargaining unit who has successfully completed her probationary period may apply to such job posting until 10:00 a.m. on the day following the removal of the job posting.

13.02 The Employer shall notify the successful applicant in writing. In the ordinary course the successful applicant will be moved on the next posted schedule after the position is vacated.

13.03 Until the vacancy is filled pursuant to Article 13.01 of this Agreement and during the posting period and the consideration of applicants, the Employer is free to fill the vacancy on a temporary basis.

13.04 In promotions, transfers and staff reductions, the Employer will consider Team Members' qualifications including but not limited to skill, ability, experience and reliability to perform the work required with one (1) day's training as reasonably assessed by the Employer and, in the case of nursing staff, qualifications. Where in the Employer's opinion the above-noted factors are relatively equal, seniority shall be the determining factor.

13.05 The successful applicant of the job posting process set out in Article 13.01 of this Agreement shall be placed in the new position for an introductory period of forty-five (45) working days. Such introductory promotion or transfer shall become permanent after the introductory period unless, prior to its expiry, the Employer feels that the Team Member is not suitable for the position, and exercises its right to require the Team Member to return to her former position, or the Team Member indicates that they wish to return to her former position.

It is understood and agreed that once the introductory period has expired, the Employer no longer has the right to return a Team Member to her former position and the Team Member no longer has the right to return to her former position (even if it remains vacant).

Where the Team Member is returned to her former position during the introductory period, the Team Member shall return to her former position and salary without loss of seniority, any other Team Member promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

13.06 Temporary Vacancies

A temporary vacancy is defined as a vacancy that is expected to exceed four (4) months' duration which arises due to a Team Member's absence.

A temporary vacancy shall be posted in accordance with Article 13.01 and the posting shall indicate the expected duration of the absence. A Team Member filling a temporary vacancy understands that the duration is not guaranteed and may be shortened or extended for reasons beyond the Employer's control.

13.07 Prior to splitting a full time position into one or more part time positions, the Employer shall consult with the Union to explain the operational reasons for doing so and the Union may make any representations it wishes to make regarding the issue.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 Any form of leave granted under this Agreement which would also qualify under any leave of absence provisions of the Employment Standards Act or any other legislation shall be counted toward both leave entitlements. All Team Members who meet eligibility requirements for any leaves of absence under the Employment Standards Act shall be provided with such leave in accordance with the Act.

14.02 Pregnancy and Parental Leave

Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act.

14.03 Union Leave

a) The Executive Director or designate may, at her discretion, grant a leave of absence without pay for union business provided such leave does not interfere with the continuance of efficient operations of the Community and does not interfere with the proper care of the residents. Such leave shall be subject to the following conditions:

- (i) the Employer shall not consider such leave requests unless they are made in writing at least three (3) weeks prior to the commencement of the leave;

- (ii) leaves of absence will not be requested for more than three (3) Team Members in any calendar year;
 - (iii) no Team Member will be granted more than two (2) leaves of absence in any calendar year;
 - (iv) leaves of absence will not be requested for more than one (1) Team Member from any department at any one time save and except bargaining committee members in respect of bargaining dates with the Employer and reasonable preparation;
 - (v) no single leave of absence will exceed seven (7) consecutive working days; and
 - (vi) the cumulative leave of absence under this Article will not exceed fourteen (14) days in any calendar year.
- b) Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence without pay by a Team Member elected or appointed to a full-time Union office. It is understood that not more than one (1) Team Member in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

14.04 Bereavement Leave

- a) In the event of a death in a Team Member's immediate family, they shall receive up to four (4) consecutive working days of paid leave. Immediate family includes parent (including steps), sibling (including steps), child (including an adopted child or a child of which the Team Member is a guardian), grandparent, grandchild, mother/father-in-law, spouse (including same sex spouse), guardian, brother-in-law and sister-in-law. Team Members shall submit a notification for payroll purposes.

In the event of a death of a Team Member's aunt, uncle, niece or nephew, they shall be granted one (1) day off without pay.

- b) Subject to (c), it is agreed that this leave is pay for the days actually missed from work as per the Team Member's scheduled working days.
- c) Where a bereavement occurs during a Team Member's regularly scheduled vacation or on a paid holiday, upon immediately notifying her direct supervisor the Team Member may request that the appropriate portion of her vacation (or the paid holiday) in accordance with (a) be rescheduled within three (3) months of the original vacation.
- d) A request for an extended unpaid bereavement leave will not be unreasonably denied.

e) In order to qualify for bereavement leave under this provision, the Team Member must provide reasonable proof of the need for the leave, which may include a death certificate, a memorial card or a letter from a funeral or memorial facility.

14.05 Jury Duty

To be eligible for jury duty reimbursement, full-time Team Members must have completed their probationary period.

Full-time Team Members will be paid the difference between straight time earned at the Community for her regularly scheduled shifts and the jury duty pay received. The Team Member must provide a written record from the government reflecting jury pay to the Executive Director as a guide to settle their account for payroll purposes. If a part-time Team Member is summoned for jury duty, her employment status will not be affected.

If a Team Member is called to serve, they must notify her department manager immediately. They is also required to provide a copy of the jury duty notification to her department manager.

Should the Team Member be excused from jury duty during her regular work week, it is expected that they will report to work.

During paid jury duty service, the Employer shall continue its contributions to the benefit plan on the Team Member's behalf and the Team Member's portion shall be deducted from payments made to her further to this article.

14.06 Educational Leave

If a Team Member is required by the Employer to take a specific educational course, the Employer shall pay for any tuition and materials required for the course and the Team Member shall be entitled to leave of absence without loss of pay, seniority or benefits for that purpose. A Team Member may request an unpaid leave of absence without loss of benefits or seniority to take an educational course related to the performance of her job but which is not required by the Employer, which request the Employer shall consider in the context of operational needs.

14.07 A Team Member who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of her elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence without pay to comply with their duties. Such leave shall be without benefits. Seniority shall accrue during the leave to a maximum of one year.

It will become the responsibility of the Team Member for full payment of any applicable benefits in which the Team Member is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due. Eligibility for benefit coverage is at the sole discretion of the benefits provider and may not be made a subject of a grievance.

ARTICLE 15 – HOURS OF WORK

- 15.01 The Employer offers flexible hours, which are required to meet the needs of our Residents. Nothing in this Agreement (including but not limited to Article 15.02 below) amounts to a guarantee of a minimum number of hours of work per day or per week.
- 15.02 The following is intended to define normal hours of work for the full time Team Members. Part time Team Members shall be offered shifts in accordance with operational requirements of the Employer. The Employer shall consider a part-time Team Member's stated availability when offering shifts to part time Team Members.

The regular work shift for full time Team Members will be seven and one-half (7½) hours per day, exclusive of meal periods. The seven and one-half (7½) hours per day will be worked within an eight (8) hour period. The work week shall commence at 00:00 on the Friday of each week.

If there are regular hours or days a Team Member is not available to work, they may submit such limitations on her availability in writing to the Employer. It is understood that there is no guarantee that any employee will be scheduled for or offered hours within her stated availability or that reducing her availability means an employee will be provided with full time hours within the days/time they is available to work.

Where the Employer needs to change a posted schedule for operational reasons the change shall be posted and shall take effect no earlier than five (5) calendar days after the posting. Further, the Employer shall contact any affected Team Member at the last phone number on record with the Employer and advise of the change.

In the event of additional hours for a Team Member, if they advises they cannot work the additional hours in advance of the shift in question, the Employer shall fill the shift and they shall not be considered a no call/no show.

15.03 Work Schedule

- a) Shift schedules covering a two (2) week period shall be posted two (2) weeks in advance of their commencement. Requests for time off outside Article 20 (Vacations) shall be submitted to the Department Co-ordinator as set out below. In all cases scheduling of days off will be subject to the needs of Residents.
- (i) Requests shall be submitted not less than one (1) week in advance of posting the schedule.
 - (ii) Where requests are submitted more than four (4) weeks prior to the posting of the schedule, the Employer shall provide a written response no later than three (3) weeks after the request is submitted.
 - (iii) Where requests are submitted less than four (4) weeks prior to the posting of the schedule, the Employer will respond to such requests as soon as practicable.

- b) Team Members are expected to work the shifts they are scheduled. However, employees may make a request to exchange shifts provided that the request is submitted in writing to the Employer not less than twenty-four (24) hours in advance of the time requested. Team Members exchanging shifts must be immediately qualified and able to perform the work.

The Employer may refuse to approve a shift change if it would result in any affected Team Member incurring overtime or any other premium pay. The same approach applies in the event of shift giveaways.

- c) Team Members will be scheduled to work not more than every other weekend, but are free to accept shifts on unscheduled weekends if offered in accordance with 15.04. The Employer shall schedule a Team Member free from the performance of work as follows:
 - (i) at least twenty-four (24) consecutive hours in every work week; or
 - (ii) at least forty-eight (48) consecutive hours in every period of two consecutive work weeks.

15.04 Where hours become available that are either unanticipated or cannot be worked by the employee scheduled to work them (whether overtime, call in or otherwise) they will be offered on an equitable basis by seniority among the Team Members coded to perform the available work in the following order:

- i) to full time Team Members scheduled for fewer than thirty-two (32) hours in the week;
- ii) to part time Team Members, provided the additional hours would not put them over thirty-two (32) in the week; and
- iii) full time Team Members scheduled for more than thirty-two (32) hours in the week.

In the event that available hours are not taken through this system, the Employer may assign the hours starting with the least senior Team Member in the position where the hours are required, starting with part time Team Members. Notwithstanding anything else in this Agreement, should hours not be filled following exhaustion of this process, the Employer shall be permitted to use temporary staff which shall not fall within the terms of this Agreement.

15.05 **Lunch or Meal Periods**

- a) All scheduled shifts that exceed five (5) hours shall be entitled to a minimum of one half (½) hour unpaid meal period.
- b) Lunch or meal periods shall be permitted, and will be uninterrupted, subject to the requirements of Resident care and in the cases of emergency or exceptional or unforeseen circumstances. In the event that a Team Member is recalled to duty during her mealtime, they shall be paid her regular rate for the duration of the lunch or meal period.

- c) The Employer shall ensure that there is proper staffing such that Team Members are able to take their scheduled breaks (subject to (b) above). Should a staff member not be able to take her unpaid lunch due to resident needs, they shall be paid her regular rate for the duration of the lunch.
- d) Proper facilities shall be provided for Team Members who bring their own lunch.
- e) The Employer shall provide meals at a reasonable cost to Team Members. The price of such meals shall be set at the Employer's discretion.

15.06 Relief Periods

Team Members shall receive a thirty (30) minute unpaid break in each five (5) hour period they are working. Such periods are to be scheduled at the discretion of the Employer. Where a scheduled shift exceeds five and one half (5½) hours Team Members shall also be entitled to two (2) paid fifteen (15) minute relief periods which shall be taken at times consistent with serving the needs of residents.

15.07 Pay Rates

Where a Team Member holds more than one position by virtue of having been the successful applicant for a position they shall automatically be coded in that position.

Where a Team Member is double coded the Team Member will be paid at the rate for the position in which they is working any particular shift. Should the Employer require a Team Member to work a shift in a position in which they is not coded, or should the Employer direct a Team Member to work in a position other than that in which they was scheduled to work for a particular shift, the Team Member will be paid the higher of (a) her lowest regular rate of pay or (b) the rate of pay for the position in which they is working the shift. If this temporary transfer exceeds six (6) calendar months, the opening shall be posted as a temporary vacancy.

15.08 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, a Team Member shall be paid for hours they worked at straight time.

15.09 Where a shift contains hours that fall in two separate calendar days, the hours worked in each calendar day will be compensated as per any separate requirements of each calendar day.

ARTICLE 16 – PREMIUM PAYMENTS

16.01 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. Minimum reporting allowance does not apply where work cannot be provided due to fire, power failure, storms or similar causes beyond the control of the Employer.

16.02 Overtime

Work actually performed in excess of forty (40) hours on one (1) week shall be considered overtime and the Team Member shall be paid at the rate of time and one-half (1 ½) their regular hourly rate of pay.

There will be no pyramiding or duplication of overtime with any other premium, nor may any other premium be duplicated or pyramided with another.

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked and scheduled hours of work will not be reduced to avoid payment of overtime.

ARTICLE 17 – PAID HOLIDAYS

17.01 a) Paid Holidays

The following days shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	Family Day

Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday.

If the Federal or Provincial Government declares another statutory holiday, it shall be exchanged for any of the above list paid holidays under this collective agreement not required by the *Employment Standards Act*.

Floating Holiday

The anniversary date of a Team Member's employment shall be a floating holiday.

The floating holiday may be taken on the day or on an alternate day with the agreement of the Employer.

- b) Where a shift contains hours that fall on two separate calendar days, the hours worked in each calendar day will be compensated as per any separate requirements of each calendar day.
- c) Subject to Article 17.02 of this Agreement, where a Team Member is scheduled to work on any of the above mentioned paid holidays by mutual agreement with the Employer, the Team Member will receive time-and-one-half (1½) pay for the hours worked on the paid holiday, plus the option of either:
 - (i) pay at her regular rate of pay for all hours worked on the paid holiday; or

- (ii) day off with pay at her regular rate of pay within the same pay period as the paid holiday. Should the Team Member wish to request a specific day in lieu, they shall make a written request in advance which shall be considered in accordance with the needs of the Community.
- 17.02 In order to be entitled to payments for paid holidays not worked, a Team Member must work her full scheduled day before and her full scheduled day after the holiday.
- 17.03 Any Team Member scheduled to work on a paid holiday but fails to report for work shall forfeit her holiday pay. If the absence is due to illness verified by a medical doctor's certificate satisfactory to the Employer, the Team Member will receive holiday pay as required by the *Employment Standards Act*.
- 17.04 Subject to Article 17.02 of this Agreement, if any of the above mentioned paid holidays occurs on a Team Member's regular day off or during her vacation period, the Team Member shall have the option of receiving either:
- (i) paid holiday pay as per the Employment Standards Act; or
 - (ii) a day off with pay at her regular rate of pay within the same pay period as the paid holiday. Should the Team Member wish to request a specific day in lieu, they shall make a written request in advance which shall be considered in accordance with the needs of the Community.

ARTICLE 18 – VACATION

- 18.01 (a) All Team Members shall be entitled to vacation with pay based on the length of continuous service as of their anniversary date, in accordance with the following:
- (b) Team Members, who have successfully completed their probationary period, shall be credited with one (1) day per month of earned vacation entitlement and shall continue to earn one (1) day per month to a maximum of ten (10) days per year during their first year of employment. Team Members, upon the completion of their probationary period may take vacation credits accrued.
 - (c) Team Members who have completed fewer than three (3) years of continuous service shall accrue two (2) weeks' vacation per year, to be taken after the vacation is accrued.
 - (d) Team Members who have completed three (3) years of continuous service shall accrue three (3) weeks' vacation time, to be taken after the vacation is accrued.
 - (e) Team Members who have completed four (4) years of continuous service shall accrue four (4) weeks' vacation time, to be taken after the vacation is accrued.
 - (f) Team Members who have completed five (5) or more years of continuous service shall accrue five (5) weeks' vacation time per year, to be taken after the vacation is accrued.

(g) Vacation pay shall be calculated on the basis of wages, excluding vacation pay, earned by the Team Member during the period in which the vacation is accrued, in the following manner:

Vacation Time Entitlement	Vacation Pay as a % of wages, Excluding vacation pay
Two (2) weeks	4%
Three (3) weeks	6%
Four (4) weeks	8%
Five (5) weeks	10%

18.02 The vacation calendar year shall be from May 1st to April 30th of each year of the collective agreement. The parties agree that during the transition to this new vacation schedule, no Team Member will suffer a loss of an accrued vacation entitlement.

The following procedures regarding the scheduling of vacations will apply:

- (i) A vacation planner shall be posted in the Community on October 15th each year for the period of January 1st to May 31st. Team Members indicate their vacation preference on the planner by November 15th of each year.
- (ii) A vacation planner shall also be posted March 15th each year for the period of June 1st to December 31st. Team Members will indicate their vacation preference on the planner by April 15th of each year.
- (iii) In each case, the vacation planner shall be posted within three (3) weeks of the cut off date, with preference granted on the basis of seniority amongst those that submitted by the above stated deadlines.
- (iv) Thereafter, vacation requests will be considered on a first come first served basis.
- (v) Once the approved vacations have been posted, there will be a two (2) week period whereby Team Members may request (on a first come first serve basis) from any open vacation weeks that may be available. It is understood that Team Members cannot switch approved vacation for open weeks. It is further approved vacation weeks amongst each other.

18.03 The periods at which Team Members shall take vacation shall be based on the selection by the Team Members according to seniority (among Team Members who have made vacation requests by March 15th of each year) but shall be finally determined by the Employer having due concern for the proper operation of the Community. If by August 31st, a Team Member has not followed the process (submitting their vacation request in accordance with the vacation planner schedules in 18.02 or a "first come first served" request) and has not scheduled vacation time equivalent to her accrued vacation pay, the Employer reserves the right to schedule any outstanding vacation (to the extent the Team Member has accrued vacation pay available) to a maximum of ten (10) days. The Employer will consult with the Team Member in terms of timing prior to scheduling the

Team Members outstanding vacation. For clarity, this does not mean vacation must be taken by August 31st. A Team Member may take vacation between August 31st and December 31st, provided she schedules it in accordance with the process outline in 18.02. Once vacation lists are posted, the Employer will not make changes unless such changes are required to meet resident care needs.

18.04 The Employer will pay vacation pay as part of the regular pay at the time vacation is taken by the Team Member.

Unused vacation shall be carried over to the following vacation year. Where a Team Member accrues vacation time that does not have any associated vacation pay, they may unilaterally waive that portion of her vacation which is unpaid.

ARTICLE 19 – HEALTH & WELFARE BENEFITS

19.01 The Employer shall contribute to the premium for the applicable group benefit plan (the “Plan”) on behalf of full-time Team Members who have completed their probationary period and deduct Team Members’ portion of the premium from their pay in accordance with current practice. The Employer shall pay 100% of the premiums for LTD, AD&D and Life. The remainder of the Plan premiums shall be 70/30 employer/Team Member co-pay.

19.02 The Plan shall not form part of this Agreement and shall not be the subject of grievance or arbitration under this Agreement. The Employer’s only obligation with respect to benefits is the payment of its portion of the premiums. All disputes concerning benefits shall be matters exclusively between the employee(s) and the benefits carrier.

19.03 The Employer shall provide not less than thirty (30) days’ notice in the event of a change to the Plan terms, including but in no way limited to the benefits carrier. In the event of a change to the composition of the benefits provided for in the Plan, the Employer shall ensure that there is not a significant decrease in the overall level of benefits provided.

ARTICLE 20 – SICK LEAVE

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

- a) Absence for injury compensable under the Employer’s workplace accident coverage shall not be charged against sick leave credits.
- b) All full-time and part-time Team Members who have completed the probationary period shall accumulate sick leave credits on actual hours worked:

For part-time Team Members:

0.019231 hours for every hour worked
(7.5 hours for every 390 hours worked)

For full-time Team Members:

0.026923 hours for every hour worked
(7.5 hours for every 278.5 hours worked)

In the event a Team Member is ill, they shall be compensated at 100% of their primary rate of pay for regularly scheduled hours lost due to sickness at non-overtime rates to the extent of their accrued sick leave credits. Time taken as sick leave does not count as time worked for purposes of calculating an employee's eligibility for overtime pay or any other premium pay. The maximum sick leave credit account balance is ten (10) days.

- c) Where a Team Member's scheduled vacation is interrupted due to an illness, the period shall be considered sick leave provided the Team Member provides a satisfactory documentation of the illness and the hospitalization. The portion of the Team Member's vacation which is deemed to be sick leave under the above provision will not be counted against the Team Member's vacation credits.
- d) The Employer may request proof of disabling accident or illness:
 - (i) for any absence in excess of two (2) consecutive days due to illness or injury; or
 - (ii) for the fourth (4th) and succeeding illness in the sick leave year.
- e) The Employer shall notify the Team Members of their accumulation of sick leave on request.
- f) Where the Employer requests proof of disabling accident or illness it shall reimburse the Team Member up to \$10.00 upon provision of a receipt.

ARTICLE 21 – HEALTH AND SAFETY

21.01 The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Community, in order to prevent injury and illness, in accordance with the Occupational Health and Safety Act.

21.02 A Joint Management and Employee Health and Safety Committee shall be constituted with representation of at least half by Team Members from the various departments. The Committee 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 every two (2) months.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at her regular rate of pay.

Minutes shall be taken of all meetings and posted on the Workplace Health & Safety bulletin board.

The Employer shall provide the time off from work with pay to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the Employer shall afford a certified committee member representing Team Members the opportunity to accompany the inspector during her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker Health and Safety representative if any, or a worker selected by the Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

- 21.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from the Employer and one (1) from the Team Members, shall make inspections of the workplace in accordance with the Occupational Health and Safety Act and shall report to the Joint Health and Safety Committee the results of their inspection. The members of the Committee who represent workers shall designate a certified member or person who is properly trained to inspect the workplace.

In the event of a workplace accident or injury, the Committee shall be notified within 48 hours.

21.04 The Employer shall:

- (i) inform Team Members of any situation relating to their work which may endanger their health and safety, subject to its obligations under any applicable legislation;
- (ii) inform Team Members of the risks relating to their work, and provide training and supervision so that Team Members obtain the skills and knowledge necessary to safely perform the work assigned to them;
- (iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act and regulations are carried out in the community.

21.05 A Team Member shall:

- a) Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- b) Use or wear the equipment, protective devices or clothing that the Employer requires be used or worn;
- c) Report to her Employer the absence of or defect in any equipment or protective device of which the Team Member is aware and which may endanger herself or another Team Member; and

- d) Report to her Employer any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which they knows.

21.06 Injured Team Members

At the time an injury occurs, the injured Team Member's Employer shall provide transportation for the Team Member (if the Team Member requires it) to a hospital or a physician located within a reasonable distance. The Employer shall pay for the transportation. The Employer shall pay the employee for the balance of her shift.

- 21.07 The Employer will use its best efforts to make all affected direct care Team Members aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Team Members who are not direct care workers will be made aware of special procedures required of them to deal with these circumstances.

The parties agree that all Team Members are aware of the requirement to practice universal precautions in all circumstances.

- 21.08 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Joint Health and Safety Committee. The Employer will use its best efforts to address the legitimate health and safety concerns of Team Members presented in that forum.

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

- 21.09 a) Upon recommendation of the Medical Officer of Health, (which includes any other Representative of Public Health or Government authority) all Team Members may take such treatments as the Officer may recommend. In circumstances where the Officer recommends a treatment and the Employer requires it, if the cost of such Treatment is not covered by some other source the cost will be borne by Employer.
- b) If a Team Member does not take the recommended course of Treatment as contemplated above, or fails to complete it, they shall be placed on an unpaid leave of absence until such time as the situation is resolved. If a Team Member 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 Team Member's own expense.
- c) A Team Member who does not take the recommended course of treatment for verified medical reasons or bona fide religious reasons (as contemplated by the Code) is entitled to such accommodation as the Employer may direct, failing that sick leave or vacation if the credits are available. If the Team Member has no sick time they may use vacation time entitlement subject to the following paragraph.
- d) Accrued sick time must be used prior to using vacation entitlement. In the event that a Team Member uses vacation, such vacation shall be granted in increments of one (1) day. The Team Member shall be required to contact the Executive Director of the Community, or her designate, on a daily basis to confirm whether vacation will be

granted for that day. Team Members on vacation must be available for work each day if required by the Employer.

- e) Where it is permitted by the Medical Officer of Health, or designate, and where it is otherwise possible, at the Employer's sole discretion a Team Member who cannot work due to not taking the recommended course of treatment may be reassigned to work in another area of the Community until the outbreak is declared over.

ARTICLE 22 – DISCRIMINATION AND HARASSMENT

22.01 There shall be no discrimination on the part of the Employer, the Union or any Team Member covered by this Agreement by reason of race, creed, colour, marital status, sex, nationality, ancestry, sexual orientation, disability, place of origin, age, religion or any other ground covered by the *Human Rights Code* (the "*Code*") with respect to employment. The rights set out above shall be interpreted in accordance with the *Code*.

Harassment

"Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome as defined by the *Code*.

- a) Every person who is a Team Member has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another Team Member 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 as per the *Code*.
- b) Every person who is a Team Member has a right to freedom from harassment in the workplace because of sex by his or her employer or by an agent of the Employer or by another Team Member as per the *Code*.

Violence

Team Members are obligated to bring any complaint of workplace violence to the attention of her supervisor or a member of management and the union immediately. If the Employer/Union are not made aware of any issues of workplace violence, they may be unable to address such issues.

"Workplace Violence" is defined as:

- a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Responsibilities

In order to provide for and maintain an environment free from harassment, discrimination and violence, the Employer and 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.
- 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.

ARTICLE 23 – COMPENSATION

23.01 Attached hereto and forming part of this Agreement is Schedule “A” relating to job positions and hourly rates of pay. The terms “hourly rate” or “regular rate”, when used in this Agreement, shall mean the applicable wage rates set out in Schedule “A”.

23.02 **New Position**

When a new position (which is covered by the terms of this Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new position in accordance with the principles of the Pay Equity Act.

ARTICLE 24 – BULLETIN BOARDS

24.01 The Employer shall make available a place, in the Break Room, for the purposes of posting notices regarding meetings and other similar Union matters.

All such notices must be signed by a Union officer or representative and must be approved by the Executive Director or designate prior to posting. No material may be posted where such posting is a violation of the Occupational Health and Safety Act, the Human Rights Code, or any other employment related statute.

ARTICLE 25 – PAY DAYS

25.01 The Employer agrees that wages shall be paid on every other Friday.

25.02 Team Members shall be paid by direct deposit.

25.03 In the event of an error in a Team Member’s pay of more than \$50.00, the correction shall be made within five (5) working days (exclusive of weekends and paid holidays) of the employee providing notice of the error and completing any required forms. Notwithstanding the above, if the error was due to any action or inaction on the Team Member’s part, the error will be corrected in the next available payroll period following the payroll period in which the Team Member provided notice of the error and completed any required forms. Where the error was due to action or inaction on Sunrise’s part it shall cover any fees associated with fixing the error within the time outlined above.

ARTICLE 26 – PERSONNEL FILES

26.01 Upon provision of at least one week's notice to the Executive Director or designate, and no more than once every calendar year, a Team Member shall be entitled to view her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Executive Director or designate at a mutually satisfactory time. Should the Team Member request a copy of documents in her file, such copies shall be provided within two (2) weeks of the meeting.

ARTICLE 27 – MINUTE OF SILENCE

27.01 The Employer agrees to allow Team Members one (1) minute of silence at 11:00 a.m. on December 6 of each year in observance of the women killed in the Montreal Massacre. However, it is agreed that resident needs are paramount, and should resident needs not permit a Team Member to observe the minute of silence at 11:00 a.m., they shall be permitted to observe one (1) minute of silence at her earliest opportunity after the resident needs are met.

ARTICLE 28 – GENERAL

28.01 It is the Team Member's sole responsibility to provide written notification of any change in address or phone number to the Business Office Coordinator. Any messages sent to a Team Member by telephone or by mail to the Team Member's address in her personnel file shall be deemed to have been received by the Team Member.

ARTICLE 29 – TERM

29.01 This Agreement shall be effective from March 1, 2021 and shall expire on February 28, 2025. Thereafter, this Agreement shall continue from year to year unless written notice of intent to amend this agreement is given by either party in accordance with the Ontario Labour Relations Act.

29.02 In the event of such notification being given as to amendment of this Collective Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

DATED THIS 23RD DAY OF MARCH, 2023

SUNRISE OF WINDSOR

Sunrise North Senior Living, LTD

DocuSigned by:

Edward A. Frantz

9082C53E19CE4BF...

Edward A. Frantz

Vice President and Secretary

UNIFOR AND ITS LOCAL 2458

Natalie Russell

[Signature]

[Signature]

mg/cope343

SCHEDULE "A" – WAGES

Full Wage Rates:

- The Full Wage Rate is the top rate in any given classification. Current Top Rates in the expired Collective Agreement are the following:

Classification	Period	Feb. 28/21 Expired	March 1/21 3%	March 1/22 3%	March 1/23 3%	March 1/24 3%
Wellness Nurse	85%	\$20.49	\$21.10	\$21.73	\$22.38	\$23.05
	90%	\$21.69	\$22.34	\$23.00	\$23.70	\$24.41
	95%	\$22.90	\$23.58	\$24.28	\$25.01	\$25.76
	FWR	\$24.10	\$24.82	\$25.56	\$26.33	\$27.12

Lead Care Manager Lead Cook	85%	\$16.02	\$16.51	\$17.00	\$17.51	\$18.04
	90%	\$16.97	\$17.48	\$18.00	\$18.54	\$19.10
	95%	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16
	FWR	\$18.85	\$19.42	\$20.00	\$20.60	\$21.22

Cook	85%	\$15.05	\$15.50	\$15.96	\$16.44	\$16.93
	90%	\$15.93	\$16.41	\$16.90	\$17.41	\$17.93
	95%	\$16.82	\$17.32	\$17.84	\$18.37	\$18.92
	FWR	\$17.70	\$18.23	\$18.78	\$19.34	\$19.92

Care Manager	85%	\$15.09	\$15.54	\$16.01	\$16.48	\$16.97
	90%	\$15.98	\$16.45	\$16.95	\$17.45	\$17.97
	95%	\$16.86	\$17.37	\$17.89	\$18.42	\$18.97
	FWR	\$17.75	\$18.28	\$18.83	\$19.39	\$19.97

Housekeeper Lead Dining Care Manager	85%	\$14.11	\$14.54	\$15.25	\$16.22	\$16.71
	90%	\$14.94	\$15.39	\$15.85	\$16.33	\$16.81
	95%	\$15.77	\$16.25	\$16.74	\$17.23	\$17.75
	FWR	\$16.60	\$17.10	\$17.61	\$18.14	\$18.68

Life Enrichment Activities Maintenance	85%	\$15.81	\$16.29	\$16.77	\$17.27	\$17.79
	90%	\$16.74	\$17.24	\$17.76	\$18.29	\$18.84
	95%	\$17.67	\$18.20	\$18.74	\$19.30	\$19.88
	FWR	\$18.60	\$19.16	\$19.73	\$20.32	\$20.93

Concierge	85%	\$14.32	\$14.76	\$15.25	\$16.22	\$16.71
	90%	\$15.17	\$15.62	\$16.09	\$16.58	\$17.07
	95%	\$16.01	\$16.49	\$16.98	\$17.50	\$18.02
	FWR	\$16.85	\$17.36	\$17.88	\$18.42	\$18.97

Dining Care Manager	85%	\$13.64	\$14.05	\$15.25	\$16.22	\$16.71
	90%	\$14.45	\$14.88	\$15.33	\$16.22	\$16.71

Dishwasher	95%	\$15.25	\$15.70	\$16.18	\$16.66	\$17.16
	FWR	\$16.05	\$16.53	\$17.03	\$17.54	\$18.07
Associate Director of Sales	85%	\$19.18	\$19.76	\$20.36	\$20.97	\$21.60
	90%	\$20.31	\$20.93	\$21.56	\$22.20	\$22.87
	95%	\$21.44	\$22.09	\$22.75	\$23.44	\$24.14
	FWR	\$22.57	\$23.25	\$23.95	\$24.67	\$25.41

Wage Increases:

2. Increases to the FWR:
 - a. Prior to the application of the general wage increase, increase the Full Wage Rate for Dining Care Manager and Dishwasher by \$0.50 retroactive to March 1, 2022;
 - b. For the agreement year of March 1, 2021 to February 28, 2022, increase the Full Wage Rate of each classification by three percent (3%).
 - c. For the agreement year of March 1, 2022 to February 28, 2023, increase the Full Wage Rate of each classification by three percent (3%).
 - d. For the agreement year of March 1, 2023 to February 28, 2024, increase the Full Wage Rate of each classification by three percent (3%).
 - e. For the agreement year of March 1, 2024 to February 28, 2025, increase the Full Wage Rate of each classification by three percent (3%).

Progression for Existing Team Members

3. Those Team Members who were employed prior to February 28, 2017 and whose wage rate is below the Full Wage Rate will advance on the following progression:
 - a. Effective March 1, 2021 they will move to 85% of the FWR;
 - b. Effective March 1, 2022 they will move to 90% of the FWR;
 - c. Effective March 1, 2023 they will move to 95% of the FWR; and
 - d. Effective March 1, 2024 they will move to 100% of the FWR.

Application of the progression for existing Team Members will not result in the reduction of any Team Member's current wage rate.

Progression for New Team Members

4. Those Team Members hired March 1, 2017 or later:
 - a. They will be placed at 85% of the FWR for one year from their hire date;
 - b. For the next year they will be at 90% of the FWR;
 - c. For the next year they will be at 95% of the FWR;

- d. For the next year they will be at 100% of the FWR.

Team Members at Minimum Wage

5. For any Team Member whose wage rate within the structure set out above would be less than minimum wage that Team Member's wage rate will be set at minimum wage plus \$0.25 per hour.

Lump Sums

6. Any Team Member whose wage rate is either (a) above the FWR, or (b) above where the wage progression would otherwise place her, will receive a lump sum payment equal to the cents per hour increase to the FWR for each hour worked for contract year until such time as the FWR, or the Team Member's wage under the structure above, exceeds the Team Member's wage rate at which time the Team Member shall receive the wage rate produced by the structure above and no additional lump sum payments.
7. Any Team Member for whom application of the general increases and progression as set out above results in a lower cents per hour increase than the general wage increases set out in Paragraph 2 will receive lump sum payments per the following examples:
 - a. If a Team Member's wage rate is at \$14.80 and the minimum wage moves to \$15.00, that Team Member would move to \$15.25, that Team Member would have received an increase of \$0.45 per hour and therefore would not also be entitled to a lump sum;

Retroactive wage payments will be made within ninety (90) days of Ratification.

'Wage Rate and Classification Changes' language remains as in expired Collective Agreement.

Wage Rates and Classification Changes

If during the term of this Agreement, a Team Member changes job classifications (from "old" classification to "new" classification), the wage rate for that Team Member shall be determined as follows:

1. The Company will calculate the difference between the Team Member's wage rate and the start rate for the old classification; and
2. The Team Member's new wage rate shall be equal to the start rate for the new classification, plus the differential calculated in #1.

All compensation calculations (including but not limited to overtime, holiday pay and any other premium pay) shall be on the basis of the Team Member's base hourly rate.

The Parties agree to add the classification Associate Director of Sales to the wage schedule in the collective agreement, with a Full Wage Rate of \$23.95 effective the date of Ratification. For clarity, the Full Wage Rate included in the new Collective Agreement for this classification will remain the Full Wage Rate until March 1, 2024.

LETTER OF UNDERSTANDING #1 - RE: CREDIT CHECK LETTERS

Upon written request to the Executive Director, and with reasonable notice, the Employer will provide a Team Member a letter of employment in the following format. A Team Member may not make such requests more than two times per year.

(Letterhead)

Date

To whom it may concern:

This letter will confirm that [name of Team Member] has been employed by Sunrise of Windsor since [last date of hire]. [name of Team Member] is currently employed as a [position title] at an hourly rate of [hourly rate].

LETTER OF UNDERSTANDING #2 - RE: NAME BADGES

The Parties agree that Team Members shall wear name badges at all times while at work which shall include the Team Member's first name and her job title.

LETTER OF UNDERSTANDING #3 - RE: COMMITTEE TRAINING

The Parties agree that, notwithstanding Article 14.04, the Employer agrees that, upon not less than thirty (30) days' notice, the Committee Members shall be granted a one-time three (3) day period off, without pay and without loss of seniority, to attend Unifor Committee Member Training.

LETTER OF UNDERSTANDING #4 - RE: TEAM MEMBER PROGRAMS

The Employer currently operates the following Team Member Programs in accordance with the terms of the individual Programs:

1. Tuition Reimbursement Program (which provides for tuition reimbursement for Team Members in certain circumstances)
2. Anniversary Bonus Program (which provides for recognition of long service Team Members)
3. Deferred Profit Sharing Program (which provides for matching RRSP contributions up to a certain percentage in years where profit sharing is declared)

As discussed in bargaining, although the Employer has no knowledge that there is any present intent to discontinue or change any of these Programs, decisions in this regard are not made at Community level.

As such, the Employer agrees that these Programs will be applied at the Windsor on the same basis as the other Ontario communities.

LETTER OF UNDERSTANDING #5 - RE: DONATIONS

Prior to the end of the term of the current Collective Agreement, the Employer shall make a one time donation of one thousand dollars (\$1,000.00) to the Unifor Social Justice Fund and a one time donation of one thousand dollars (\$1,000.00) to the Unifor PEL, which shall be paid prior to the end of the term of this Agreement.

LETTER OF UNDERSTANDING #6 – RE: JOB DESCRIPTIONS

The Employer agrees that the topic of job descriptions and whether or not they accurately reflect work currently performed by Team Members shall be raised at a Labour Management Committee meeting within three (3) months of ratification of the Agreement.

LETTER OF UNDERSTANDING #7 – RE: SCHEDULING TASK FORCE

In an effort to ensure that there is a forum for Team Members to raise any questions or concerns regarding scheduling the Parties agree to form a Scheduling Task Force which shall consist of two (2) representatives of the Union and two (2) representatives of Sunrise. The Task Force will meet once per month or, upon mutual agreement, more frequently.

LETTER OF UNDERSTANDING #8 – RE: UNIFOR PAID EDUCATION FUND

For each year of the collective agreement, commencing in 2019, the Employer agrees to pay \$1,000.00 annually to the Unifor Paid Education Fund.

LETTER OF UNDERSTANDING #9 – RE: UNIFORMS

The Employers will provide each new Team Member with two (2) shirts upon hire, an additional two (2) shirts once they successfully complete their probationary period and thereafter two (2) shirts after each year of completed service.

Any current Team Member who has not yet completed their probationary period as of the effective date of the new collective agreement shall receive the additional two (2) shirts after completing of their probationary period.

LETTER OF UNDERSTANDING #10 – RE: REIMBURSEMENT FOR MEDICAL NOTES IN RELATION TO WORKPLACE ACCIDENT/INJURY CLAIMS

Once a Team Member has exhausted any reimbursement available to them under the Employer's workplace accident and injury insurance plan in relation to a work related accident or injury, the Team Member may claim reimbursement from the Employer of up to fifty dollars (\$50.00) per accident/injury for the cost medical documentation required by the insurer in relation to their claim upon provision of a receipt.

The parties agree that should the Employer opt to register under the Workplace Safety and Insurance Act, this Letter of Understanding is thereafter void for any claim not already filed with the Employer's private insurer.

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