

# COLLECTIVE AGREEMENT

Between:

**DEVONSHIRE RETIREMENT  
RESIDENCE**

– and –



**AND ITS LOCAL 2458**

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APRIL 1ST, 2023 TO MARCH 31ST, 2025

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## **FOREWARD**

This Agreement resulting from Collective Bargaining between Devonshire Retirement Residences, and Unifor and its Local 2458, is for the purpose of producing the most favourable relationship between the employees and the Employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge our members to consult with their Committee Members or Union Representatives concerning any matter pertaining to the provisions of this Agreement.

## **ARTICLE 1 - PURPOSE**

1:01 This Agreement is undertaken to establish satisfactory relations between the Employer and its employees employed within the bargaining unit described in Article 2:01 of this Agreement, to secure prompt and equitable disposition of grievances, and to maintain satisfactory hours, wages, and working conditions for such employees.

Whereas it is the desire of both parties to this Agreement:

- (1) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions.
- (3) To encourage efficiency in operation.
- (4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- (5) It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

## **ARTICLE 2 - RECOGNITION**

2:01 The Employer recognizes the Union as a sole bargaining agent of all employees of Devonshire Retirement Residences, save and except supervisors and persons above the rank of supervisor. The Employer undertakes that it will not enter into any other agreement or contract with the employees described in the above recited bargaining unit either individually or collectively, which will conflict with any of the provisions of this agreement.

2:02 Where a new job is established by the Employer, the appropriate classification, wage rate, wage range and progression shall be negotiated and the applicable conditions of the agreement shall apply. If no agreement is reached on the wage rate, wage range and/or progression, the matter may be submitted to arbitration. If a wage increase

results from the arbitration award, the same shall be retroactive to the date that the new job commenced.

### **ARTICLE 3 - DEFINITIONS**

- 3:01 The term “employee” when used in this Agreement shall mean a person employed by the Employer within the bargaining unit described in Article 2:01 of this Agreement.
- 3:02 The term “probationary employee” when used in this Agreement shall mean an employee who has not completed her probationary period and who has not acquired seniority as provided in this Agreement.
- 3:03 The term “part-time employee” when used in this Agreement shall mean an employee who is regularly scheduled to work not more than forty-five (45) hours bi-weekly, exclusive of a daily unpaid lunch period of one-half (1/2) hour; if or when applicable.
- 3:04 The term “full-time employee” when used in this Agreement shall mean an employee who is regularly scheduled to work more than forty-five (45) hours bi-weekly, exclusive of a daily unpaid lunch period of one-half (1/2) hour.
- 3:05 The term “Committee Member” when used in this Agreement shall mean an employee who has been appointed, elected, or otherwise selected as a “Committee Member” as provided in this Agreement.
- 3:06 Whenever the singular or feminine is used throughout this Agreement, the same shall be construed as meaning the plural or masculine where the context or the parties hereto so require.

### **ARTICLE 4 – UNION SECURITY AND CHECKOFF**

- 4:01 As a condition of employment all present and new employees as defined in Article 2 of this Agreement shall become and remain members in good standing of the Union as of the first full month of employment.
- 4:02 Union dues will be deducted from all employees within the bargaining unit as defined in Article 2 of this Agreement subject to the provisions of Article 4.03, and such employees shall be required to sign the necessary authorization cards for Union dues deductions as a condition of employment.
- 4:03 Union dues will be deducted from the pay of all employees who authorize the Employer in writing to deduct such Union dues. The dues will be deducted monthly and will be remitted by the Employer to the Union not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were made. The amount of dues deducted shall be shown on the employees T-4 slip. The written authorization and the dues deduction pursuant thereto shall go into effect on the first (1<sup>st</sup>) full month of employment of the employee. The Employer shall when remitting such dues, provide the Union with a list of the names of the employees from who’s pay such deductions

were made or not made and reason why. The Employer will arrange to have the employee sign the check-off cards at the time of employment.

4:04 The Union shall indemnify and save the Employer harmless with respect to all dues or special assessments deducted and remitted as herein provided.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

5:01 The Union acknowledges that, subject to the express provisions of this Agreement, it is the exclusive function of the Employer to operate and manage its business in all respects and, without limiting the generality of the foregoing:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the home;
- (b) To maintain, order, discipline and efficiency;
- (c) To direct the working force, including the right to hire, rehire, transfer, promote, demote, classify layoff, re-call, suspend, schedule work, assign work, discipline, and discharge provided that an allegation by a seniority employee that she has been unjustly dealt with may be subject to the grievance and arbitration procedures as hereinafter provided;
- (d) To establish, alter and generally enforce rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent with this Collective Agreement.
- (e) To determine the kinds and locations of facilities and equipment to be used and all other matters concerning the operations of the Employer not otherwise specifically dealt with elsewhere in this Agreement, provided that such determinations are not inconsistent with the Collective Agreement.

5:02 If the Employer alters the rules and regulations as described in Article 5.01 (d) above, the Union will be given written notice, at least fifteen (15) days in advance.

## **ARTICLE 6 – UNION REPRESENTATIVES (COMMITTEE MEMBERS)**

6:01 The Employer acknowledges the right of the Union to appoint, elect or otherwise select five (5) Union Committee Members, one (1) of whom shall be the Chairperson. The Employer acknowledges and recognizes the right of the Union to have representatives of the Union who are not members of the Bargaining Unit attend grievance, labour/management or negotiating meetings with the Employer.

6:02 The Employer will recognize a negotiating committee composed of three (3) Committee Members appointed, elected or otherwise selected in accordance with Article 6:01 of this Agreement. The purpose of the Negotiating Committee shall be to negotiate with the Employer for a renewal of the Collective Agreement as hereinafter provided, and the Employer will meet and negotiate with the Negotiating Committee and

representatives of the Union for this purpose.

The Employer agrees to pay three (3) members of the Negotiating Committee for all regularly scheduled working hours lost due to attending negotiations up to and including conciliation and one (1) day of preparation time prior to the start of negotiations.

Committee Members who are scheduled to work the night/afternoon shift on the day of negotiations, shall have a choice which shift they would like off, either immediately prior to or following negotiations.

6:03 It is acknowledged, understood, and agreed that Committee Members have their regular duties to perform as employees of the Employer. Committee Members shall not leave their regular duties without receiving permission from their immediate supervisor and they will report to their immediate supervisor immediately upon return. The immediate supervisor shall not unreasonably refuse to grant a Committee Member permission to leave her regular duties for a reasonable length of time in order to perform any of the duties required to be performed by the Committee Members under this Agreement. In accordance with this understanding, Committee Members shall not suffer loss of pay while dealing with grievances as hereinafter provided.

6:04 The Union will inform and keep the Employer informed in writing of the name of the Committee Members and the Committee Chairperson.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

7:01 An employee having a complaint shall firstly take the matter up verbally with her Department Head or her designate. An employee may be accompanied by the Committee Member of the employee's choice, provided such Committee Member is readily available. Where the employee exercises her right to be represented by a Committee Member who is on a different shift, the Employer shall not be required to pay for time spent outside of the Committee Member's regular shift. Should the employee not receive a satisfactory response from the Department Head or her designate within two (2) working days, the employee may reduce the complaint to writing and file it as a grievance as follows:

- (a) It is the mutual desire of the Employer and the Union that all complaints and grievances be adjusted as quickly as possible.
- (b) Employees shall process their complaints and grievances in the manner hereinafter laid down in this Article and in Article 9 of this Agreement. The Employer shall advise the employee of her right to have a Committee Member present.
- (c) The "grievance" under this Agreement shall be defined as a dispute between the Employer and any employee relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable.

- (d) When, as hereinafter required, a grievance is to be submitted in writing, such grievance shall be in writing in a form such that it may be recognized as a grievance, and such grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance.
- (e) Any time limits referred to in this Article and/or Article 9 of this Agreement within which any procedures are required to be taken or within which any decision is required to be delivered or within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays, and Paid Holidays as defined in this Agreement.

**Step 1**

Failing settlement of the complaint it shall be submitted as a grievance (in writing at Step 1 on the Union Grievance Form or a copy thereof) to the employee's Department Head or her designate (who shall sign the form as having received same) within five (5) days after the date on which the reply was received at the verbal stage. The Department Head or her designate shall render their decision in writing to the employee concerned on the Grievance Form within five (5) days after the date on which she received the employee's written grievance.

**Step 2**

If the written decision of the Department Head or her designate is not satisfactory to the employee concerned, the employee may appeal the decision by submitting the grievance form to the Administrator or her designate at Step 2 on the Grievance Form within five (5) days of the receipt of the decision of the Department Head or her designate. The Administrator shall convene a meeting with the employee concerned, her Committeeperson and Chairperson, and a Union representative within ten (10) days of the receipt of the Grievance Form. The purpose of this meeting shall be to discuss and consider the grievance. The Administrator or her designate shall deliver her decision in writing within three (3) days of the meeting to the Chairperson.

- 7:02 If the written decision of the Administrator or his designate is unsatisfactory to the Union, the matter may then be submitted to arbitration in accordance with Article 9 of this Agreement.
- 7:03 All time limits specified in this Article and in Article 9 may be extended by mutual consent of the parties, and are exclusive of Saturdays, Sundays and Statutory Holidays.
- 7:04 The Union or the Employer may file a policy grievance concerning any dispute of interpretation, administration or application of this Agreement.

Service of the grievance shall be made on the Administrator of the Home and/or the President of the Local Union.

Should the issue of a policy grievance remain ten (10) days following receipt of the

grievance the matter may be referred to arbitration pursuant to Article 9.

- 7:05 Any policy grievances or grievances involving discharge, suspension or health and safety shall receive priority and shall commence at Step #2 of the grievance procedure.

## **ARTICLE 8 – DISCHARGE AND SUSPENSION CASES**

- 8:01 In the case of the discharge or suspension of an employee, the Employer shall direct a letter to the employee, with a copy to the Union, confirming such discharge or suspension and the reasons for such action. Any claim of discharge or suspension, that is without just cause, of an employee who has completed the probationary period, 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 2 of the grievance procedure.
- 8:02 A discharge or suspension grievance may be settled by confirming the Employers action in dismissing or suspending the employee, or by reinstatement of the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 8:03 Employees shall be entitled to be accompanied by a Union Committeeperson when interviewed in the course of a disciplinary investigation. It is understood that probationary employees are entitled to Union representation pursuant to this sub-article.
- 8:04 Any disciplinary notation wherein a suspension has been issued will remain against the record of the employee for eighteen (18) months from the date of notation, at the end of which time, such notation will be cleared.
- Any disciplinary notation for a minor infraction will remain against the record of any employee for twelve (12) months from the date of notation, at the end of which time, such notation will be cleared.
- 8:05 An employee or union representative with consent will be allowed to see an employee's record at the time of being disciplined and / or once per year.

## **ARTICLE 9 – ARBITRATION**

- 9:01 Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within twenty (20) working days after the receipt of management's last decision.

The notice shall contain a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) working days inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) arbitrators. Should no agreement be made within twenty (20) working days of the notice referring the matter to



arbitration, then either party may apply to the Ministry of Labour for the appointment of an arbitrator.

9:02 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9:03 The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty.

9:04 The arbitrator's decision shall be binding upon both parties. The cost of the arbitrator shall be shared equally by both parties. The cost of witnesses shall be borne by the side that calls them.

9:05 The arbitrator shall not have jurisdiction to hear or decide a grievance of a probationary employee regarding the termination of his/her employment with the Company unless it is proven to be discriminatory or in bad faith.

9:06 **Commissioner System**

(a) Commissioner System: As an alternative to the regular arbitration procedure provided for herein, the parties may agree, in writing, to refer a grievance for final and binding arbitration to a Grievance Commissioner, selected by mutual agreement of the parties. The Grievance Commissioner 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.

(b) Through the Grievance Commissioner, 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 Grievance Commissioner are set out as follows:

(i) The decision of the Grievance Commissioner shall be confined to the grievance referred to him or her. Such decision must be consistent with the provisions of this Agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of this Agreement;

(ii) The decision of the Grievance Commissioner shall only apply to the case before him or her 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 Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union;

(iii) The Union and the Company shall each be responsible for one-half of any fees or expenses charged by the Grievance Commissioner;

(iv) The parties shall meet at least thirty (30) days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine

what fact can be agreed upon. All such facts will be put together in a Joint Agreed Statement of Fact by the parties. In addition, a joint Statement of Evidence will be prepared by the parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case. Both the Agreed Statement of Fact and Statement of Evidence will be signed by both the Employer and the Union and will be provided to the Grievance Commissioner at least ten (10) days before the commencement of the grievance hearing;

- (v) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence;
- (vi) The Grievance Commissioner shall be required to render his decision, in writing, together with brief written reasons, within seven (7) days of the conclusion of the hearing.

(c) It is understood and agreed that no grievance will be referred to a Grievance Commissioner without the mutual agreement, in writing, of the Employer and the Union. In the absence of such mutual agreement, all grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in this Agreement.

(d) It is understood and agreed that any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Employer or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this Agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.

9:07 Neither party shall raise or proceed with a timeliness argument regarding filing for arbitration without first giving the other party written notice of its intent to do so. Should either party serve such notice on the other party then the final time frame in the collective agreement respecting filing for arbitration shall commence.

Any Board of Arbitration or single Arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

Either party may terminate the provisions of Article 9:07 agreement upon thirty (30) days written notice to the other party for all grievances filed thereafter.

## **ARTICLE 10 – PROBATIONARY PERIOD AND SENIORITY**

10:01 A new employee of the Employer shall be considered a “probationary employee” until

he/she has completed seventy (70) working days or four hundred and fifty (450) hours worked, consecutive or intermittent. The name of any such new employee, who after the completion of the said probationary period, continues to be employed by the Employer, shall be added to the seniority lists as of the date seventy (70) working days prior to the completion of probation. For purposes of this article, one working day shall be considered to be the equivalent of seven and one-half (7 ½) hours. Notwithstanding the foregoing, no employee will serve a probationary period of greater than seventy (70) days worked regardless of the total number of hours worked.

10:02 It is a condition of this Agreement that the discharge of a probationary employee or employees during the probationary period shall not be a subject of a grievance herein unless it can be demonstrated that such discharge is a violation of the Human Rights Code, other applicable statute or is arbitrary and in bad faith.

10:03 (a) "Institutional Seniority" shall mean the length of service since the most recent date of hire. An employee's Institutional seniority date shall be date determined in accordance with sub-article 10.01 above.

(b) "Departmental Seniority" shall mean the length of service as an employee within a particular department. An employee's departmental seniority date shall be the first date in which the employee worked within the department. Departmental seniority shall only be used for the purpose of determining vacation preference.

10:04 (a) A full-time employee's seniority will be defined as length of service in the bargaining unit with the Employer from the most recent date of hire.

(b) A part-time employee's seniority will be defined as the number of hours worked in the bargaining unit with the Employer from the most recent date of hire. Hours worked will include all hours worked and paid for and all hours not worked and paid for by the Employer.

(c) The following formula will be used to determine a part-time employees' seniority for the purposes of wage increases, vacation preference, transfers and job postings:

1700 hours = 1 year

142 hours = 1 month

(d) For the purpose of determining a part-time employee's vacation entitlement only, seniority will be based on length of service in the bargaining unit from the most recent date of hire.

10:05 In the event that an employee in the part-time bargaining unit transfers into the full-time bargaining unit, or vice versa, such employee shall be credited with all seniority accrued to the date of such transfer.

10:06 The Employer agrees to post copies of institutional and departmental seniority lists showing the employee's name, date of hire, and seniority, on the thirty-first day of December and the thirtieth day of June of each year. A copy of the above documents

shall be forwarded to the Union office on the same date. For the purposes of this Article, the cut-off dates for calculation of institutional and departmental seniority, shall be the last pay period ending immediately preceding the first day of December and the first day of June respectively.

After such lists have been made available and checked they shall be final with respect to the employees designated therein, except to any employee who has disputed the accuracy of his seniority date within thirty (30) calendar days after the lists are delivered and posted.

If any employee disputes the accuracy of the lists within the said thirty (30) days, the matter may then be dealt with under the grievance procedure if the list is not properly corrected.

Copies of the institutional and departmental seniority lists will be posted by the Employer upon ratification of this Agreement so that the proper seniority dates of the employees at that time can be fixed. Any employees that want to dispute their seniority date (s) should do so within thirty (30) calendar days after the lists are delivered and posted. Any dispute not properly corrected may be dealt with under the grievance procedure.

A copy of the seniority lists shall be given to the committee chairperson at the same time as posting.

10:07 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out herein and with respect to union dues check-off. New employees shall be advised of and introduced to their Union representatives. A member of the Committee will be given an opportunity to interview each new employee within regular working hours without loss of pay for fifteen (15) minutes during the first thirty (30) days of employment at a time and suitable location mutually agreed to the parties for the purpose of acquainting the new employee with the terms and conditions of the Collective Agreement.

## **ARTICLE 11 – LOSS OF SENIORITY**

11:01 The seniority and employment of an employee shall terminate if:

- (a) The employee resigns, retires, or quits;
- (b) The employee is discharged and is not reinstated pursuant to the grievance or arbitration procedure as provided in this Agreement;
- (c) The employee is laid off or absent due to illness or injury for a period of in excess of twelve (12) months. In the case of an employee on Workers' Compensation, the absence must exceed twenty-four (24) months;
- (d) The employee is absent from work for two (2) working days without satisfactory reason for that absence, or without notifying the Employer;

- (e) The employee fails to report for work as scheduled upon termination of leave of absence, vacation, or suspension, without notifying the Employer, unless such was not reasonably possible;
- (f) The employee fails to notify the Employer of her intention to return to work within seven (7) working days following a layoff, and after being notified to do so by registered mail sent to the last address of the employee on record with the Employer, unless such was not reasonably possible;
- (g) The employee fails to return to work, on the date arrived at in (f) above, without notifying the Employer, unless such was not reasonably possible.

## **ARTICLE 12 – LAYOFF AND RECALL**

12:01 Each employee shall be classified as a member of one of the following departments:

- (a) Nursing Department (Attendant, Registered Practical Nurse, Health Care Aide/Personal Support Workers);
- (b) Environmental Services Department (Housekeeping Aide and Laundry Aide, Maintenance);
- (c) Dietary Department (Cook, Dietary Aide, Pot Washer);
- (d) Support Services Department (Receptionist and Activities Aide)

12:02 The following procedure shall apply in the event of layoff and recall of employees:

- (a) The Department and the classification within such Department in which the layoff is to occur will be identified.
- (b) Probationary employees who are employed within such classification will be laid off first.
- (c) Unscheduled Part-time within such classification and then, Part-time employees within such classification and then full-time employees within such classification shall then be laid off on the basis of institutional seniority provided the remaining employees have skill and ability to do the required work.
- (d) Subject to Article 11:01 (c) of this Agreement, employees shall be recalled in the reverse order of layoff, provided that such employees are fully qualified, able and willing to do the work which is then available.
- (e) An employee who has been laid-off from her classification in accordance with the foregoing may displace another employee (including a probationary employee) who is employed in another department or classification provided she has more seniority than the employee she seeks to displace.
- (f) Employees shall be recalled by notice in writing, delivered personally by

telegram or by registered mail to the last recorded address of the employee shown on the seniority list or on the payroll of the Employer. A copy of such notice shall be delivered to the union office and Union Committee Chairperson on the same day it is issued.

- (g) No new employees shall be hired into the Bargaining Unit when employees are on layoff who are willing, able and capable of doing the required work.
- (h) When the employer intends to reduce full-time hours in any classification, the employees that are effected by the reduction of their hours will have the right to displace any other position in any classification in the bargaining unit by seniority.

## **ARTICLE 13 – JOB POSTING**

13:01 When a permanent vacancy, or temporary vacancy of more than sixty (60) days, occurs within the Bargaining Unit, the Employer will post it on the bulletin boards for a period of seven (7) calendar days setting forth the classification, rate of pay, department, shift, specific building and the qualifications thereof, and, shall also provide a copy to the chairperson. All applications to fill such vacancies must be in writing, and submitted within the seven (7) calendar days aforementioned. The Employer shall not be obligated to post a vacancy created by reason of an employee having left her former position to accept a temporary posted vacancy if it was filled by a part time, otherwise it shall be posted.

13:02 When filling such vacancy, the Employer shall, consider: seniority; and skill; and ability. Seniority shall be the governing factor when skill and ability of internal applicants is relatively equal with respect to the normal requirements of the posted job vacancy.

13:03 The Employer may temporarily fill any vacancy which it has posted in accordance with the provisions of Article 13:01 above, while observing the procedures set forth therein. Where possible, the Employer will not assign a senior employee to temporarily fill any vacancy which it has posted, unless there are no other less senior employees qualified to do the required work.

The chairperson will be provided with the name of the successful applicant when the job is awarded.

13:04 If no applications are received for such vacancy or if none of the applicants are qualified for the posted job, the Employer make take such other steps as it deems necessary to fill the vacancy.

13:05 In the event that applications to fill vacancies posted in accordance with Article 13:01 above are received from full-time and part-time employees, the permanent part-time employee's seniority shall, for the purpose of this Article, be converted to full-time seniority in accordance with the formula contained in Article 10:04 of this Agreement.

13:06 (a) The successful applicant transferred to work in another classification pursuant to

this article shall be given a thirty (30) working day familiarization period. Such familiarization may be extended by mutual consent of the parties. If at the end of the said thirty (30) working day familiarization period, the Employer does not consider the employee to be capable of performing satisfactorily or if the employee does not wish to continue with the new position, the employee will be transferred to the last position held by her without loss of seniority and all other affected employees will return to their original position.

An employee will only be allowed to be the successful applicant on a job posting once in any six (6) month period, unless the job posting would result in a promotion for the employee.

- (b) If an employee is transferred to a higher rated classification, she shall receive in the new classification the next rate above her present rate.
- (c) If an employee is transferred to a lower rated classification, she shall receive in the new classification the next rate below her present rate.

13:07 The employees who have accepted a job posting, who revert back to their former position either voluntarily or having been proven unable to perform the necessary duties of the job, shall lose no seniority rights and shall retain all rights and privileges afforded to them in their previous classification.

#### **ARTICLE 14 – NO STRIKE OR LOCK-OUT**

14:01 The Union and the Employer agree that there will be no strikes or lock-outs during the term of this Collective Agreement.

14:02 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 15 – HOURS OF WORK**

15:01 The following is intended to define the normal hours of work for all employees but shall not be interpreted as a guarantee of hours of work per day, or per week, or days of work per week. The Employer may continue to schedule such short shifts as are necessary for the effective and efficient operation of the Residence that may deviate from the normal hours provided in 15:02 below.

15:02 The normal hours of work for all employees shall be seven and one-half (7 ½) hours per day, exclusive of a thirty (30) minute unpaid meal period, or seventy-five (75) hours in a bi-weekly period, in the case of full-time employees.

- 15.03 (a) Employees will be granted an unpaid one-half (1/2) hour meal period at the midway point of the employee’s shift, or as near to the midway point as is practical.
- (b) Each seven and one-half (7 ½) hour shift shall include two (2) fifteen (15) minute

paid rest periods, one in the first half of the shift and one in the second half of the shift. The Employer will assign break times and will provide a suitable designated location, and employees will take breaks in the designated locations.

- (c) RPN's who are required by the Employer to remain in the building during their meal break shall be paid for their thirty (30) minute meal break.

15:04 In the event a shift becomes available once the schedule has been posted and the Employer determines to fill the shift, the Employer will call in the most senior employee within the classification, on a rotational basis to fill the shift at non-overtime rates of pay. Thereafter, in the event the Employer determines to fill the shift at overtime rates of pay, it shall call the most senior employee, on a rotating basis, within the classification.

15:05 Employees shall not be required to work split shifts.

15:06 When employees who are going to be absent from their scheduled shift call in as per Article 39:01, they shall be required to contact their Department Manager or her designate. Employees who call in outside of regular business hours shall report to the Care Department (Nurse in charge). When calling in, the employee must supply the following information: name, area assigned, start time and shift schedule, reason for absence.

#### **Call-in Procedure**

The Employer shall maintain a call-in binder for each classification in a location determined by the Employer. The call-in binder shall contain a copy of the seniority list, phone numbers of employees and call-in log sheets, as determined by the Employer.

### **ARTICLE 16 – OVERTIME**

16:01 The Employer shall pay employees who are regularly scheduled for seven and one-half (7-½) consecutive hours, time and one-half (1-½) for all hours worked in excess of seven and one-half (7-½) hours a day and seventy-five (75) hours bi-weekly.

16:02 There shall be no pyramiding of overtime and/or premium pay under the terms of this Agreement.

16:03 Employees shall not be required to take time off during regular hours in lieu of overtime worked, unless such is mutually agreeable to the Employer and the employee concerned.

16:04 An employee who reports for work at the starting time of a scheduled shift, and who has not been advised at least four (4) hours in advance that she should not report, shall be given a minimum of four (4) hours of any work within her classification, or four (4) hours of pay in lieu if no work is available, at the employee's regular rate of pay, unless the employee would otherwise qualify for overtime payment. The Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer



informed of a telephone number which may be used by the Employer to give notice, or in the case of fire, power failure, or circumstances beyond reasonable control of the Employer, nor shall it apply to employees returning to work without notice after unscheduled absence.

- 16:05 Those employees working the midnight shift when the change from day light savings to standard time, or vice versa, occurs shall be paid straight time for the exact number of hours worked during the shift.
- 16:06 When an employee is authorized to temporarily substitute in, or perform the principle duties of a higher paying position which is in the bargaining unit, in which case the employee will receive in the higher classification the next rate above the employee's regular rate. The change in rate shall then apply to all work performed in the higher paying position. She will continue to receive the rate of pay for her own regular position if it is higher.
- 16:07 Overtime work shall be on a voluntary basis. The only exception to this is in the case where minimum staffing levels must be maintained. In this instance, the employees will be required to remain and work overtime in reverse order of seniority.
- 16:08 In the event the Employer determines to fill a shift at overtime rates of pay, the Employer shall offer the shift to the most senior available employee, on a rotational basis, within the classification.
- 16:09 Employees who work more than three (3) hours overtime at the end of their regularly scheduled shift shall receive a paid fifteen (15) minute break for each three (3) hours worked.

## **ARTICLE 17 – WORK SCHEDULE**

- 17:01 The Employer will post work schedules on a four (4) week basis at least two (2) weeks prior to the effective date of the schedule. No changes shall be made to the schedule after it has been posted, without the consent of the employee affected.

Employee requests for time off must be submitted in writing to their immediate supervisor one (1) week in advance of the posted schedule.

- 17:02 The Employer shall provide full time employees with every other weekend off, and the Employer guarantees one weekend off in three for all part-time employees unless hired for weekend work.
- 17:03 The Employer will schedule a minimum of three (3) consecutive days off, and will endeavour to provide four (4) consecutive days off for each full-time employee by seniority at either Christmas or New Year's Day of the following year with one of the days off being either Christmas or New Year's. In the same manner, the Employer will schedule two (2) consecutive days off and endeavour to provide three (3) consecutive days off for each part-time employee by seniority. For this purpose, the regular schedule will be suspended from December 15<sup>th</sup> of each year to January 15<sup>th</sup> of the

following year.

17:04 A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall, regardless of what calendar day in the shift commences.

17:05 All employees shall have a minimum of sixteen (16) consecutive hours off between schedules shifts. The provisions of this article shall not apply to employees who, at their own request, or by mutual agreement, are scheduled so as to have less than sixteen (16) consecutive hours off between shifts.

17:06 Shift exchanges between employees within the same classification shall be allowed provided the Employer receives written notification and approves of such proposed shift exchange at least one (1) week in advance. Furthermore, any difficulties which are anticipated from the exercise of this privilege will be discussed and resolved by the local representatives of the Employer and the union or a higher level if necessary.

This provision shall not allow employees to switch shifts and receive overtime pay for such time worked. Employees who are switching cannot work a double shift. Furthermore the switch must occur within one (1) week by both employees involved in the switch.

Changes to the work schedule initiated by an employee and approved by the Employer shall not result in overtime nor a violation of this Agreement.

It is further understood that the one (1) week advance notification will be waived in cases of emergencies.

17:07 Employees shall not be required to work more than six (6) consecutive days. Any time worked on the seventh (7th) and subsequent consecutive days will be paid for at the rate of time and one and one-half (1 ½) the employee's regular rate of pay until such time as the employee is afforded a day off.

**ARTICLE 18 – PAID HOLIDAYS**

18:01 All employees covered by this Agreement shall receive their regular day's pay at the regular rate for the following holidays, if not worked:

- |                |                  |
|----------------|------------------|
| New Year's Day | Civic Holiday    |
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Two Float Days |                  |

All employees covered by this Agreement shall receive holiday pay pursuant to the Employment Standards Act 2000 or in accordance with the provisions of this Article whichever provides the greater benefit.

- 18:02 An employee who is required to work on any of the aforementioned holidays will receive at the employee's option either:
- (i) pay at the rate of time and one-half (1 ½) the employee's regular rate of pay for work performed plus her holiday pay;
  - (ii) pay at the employee's regular rate of time and one-half (1 ½) and a lieu day off with regular pay within sixty (60) days following the holiday. Such requests must be made in writing to the Employer and scheduled by mutual agreement.
- 18:03 An employee does not qualify for a paid holiday if the employee:
- (a) does not work her regularly scheduled shift before the holiday and her first scheduled shift after the holiday unless absent for illness; a work-related injury/illness, or approved leave of absence;
  - (b) having agreed to work on a public holiday, does not report for and perform work without reasonable cause; or
  - (c) is employed under an arrangement where she may elect to work or not when requested to do so.

## **ARTICLE 19 – VACATIONS**

- 19:01 The date of determining the vacation entitlement in a vacation year shall be the anniversary date of hire.
- 19:02 Employees shall be entitled to vacation with pay in accordance with the following formula:
- (a) Less than one year continuous service – one day per month to a maximum of ten days at the rate of 4 percent of gross earnings.
  - (b) One year but less than four years continuous service – two weeks at 4 percent of gross earnings.
  - (c) Four years but less than ten years continuous service – three weeks at 6 percent of gross earnings.
  - (d) Ten years but less than fifteen years continuous service – four weeks at 8 percent of gross earnings.
  - (e) Fifteen years but less than twenty-five years continuous service – five weeks at 10 percent of gross earnings.
  - (f) Effective April 1, 2007, twenty-five (25) years continuous service or more – six (6) weeks at twelve percent (12%) of gross earnings.
- 19:03 The time of vacation for each employee each year shall be arranged prior to March 31<sup>st</sup> in each year between the employee and the Employer provided however that if there is a dispute over vacation dates between employees, seniority of an employee shall be the

governing factor. An employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

19:04 Vacation time will be granted between the months of April and October inclusive if possible in order of employees' seniority unless some other time is mutually arranged between the individual employee and the institution provided this does not interfere with efficient operations.

19:05 Vacation pay shall be paid out on a separate cheque to each employee pursuant to the following:

- (i) Part time employees shall be paid in the first full pay period of the month of May each year.
- (ii) Full time employees shall be paid in the first full pay period prior to the commencement of their vacation, which can be paid out in (1) one day increments.
- (iii) Vacation pay shall be calculated to March 1<sup>st</sup> of each year.

19:06 A vacation request list shall be posted in each Department on March 1st to March 15<sup>th</sup> each year. After March 15<sup>th</sup> the requests will be reviewed and granted according to seniority. After March 15<sup>th</sup> seniority cannot be used to displace a lesser senior employee for the approved vacation. It shall be a first come first serve basis. The approved vacation schedule shall be posted by March 31<sup>st</sup>.

## **ARTICLE 20 – LEAVE OF ABSENCE**

20:01 During a leave of absence, the employee shall not engage in gainful employment for any other person, firm, or corporation (unless the leave was granted for purposes of allowing the employee to work at other employment).

The administrator shall have the discretion to grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that she receives at least one month's notice in writing, unless impossible, and such leave can be arranged without undue inconvenience to the normal operation of the home. Applicants, when applying, must indicate the proposed date of departure and specify the date of return. All requests for leave of absence shall be answered in writing by the Employer within five (5) days.

## **ARTICLE 21 – UNION LEAVE**

21:01 Upon written request provided at least one (1) weeks in advance to the Executive Director, the Employer will grant a leave of absence without pay to employees for union business. There are not to be more than two (2) employees on such leave at any one time, unless agreed otherwise.

21:02 The Employer will grant a leave of absence without pay and without benefits to an employee either elected or selected to fill a full-time position with the Union. The leave shall be for a period of up to three (3) years and may be extended by mutual consent of the parties. Application for such leave must be made in writing at least one (1) month prior to the commencement of the leave, and it shall be granted to an employee on a "once only basis". During such absence, the Employer may fill the vacancy with a temporary employee, in accordance with the job posting provisions of this Agreement, and not more than one (1) employee shall be absent on such leave at any one (1) time. Such employee(s) shall not lose seniority when on Union leave.

## **ARTICLE 22 – PREGNANGY / PARENTAL LEAVE**

22:01 An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of her delivery, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration.

The employee shall give written notice at least two (2) weeks prior to the date upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided within two (2) weeks of stopping work.

The pregnancy leave continues for seventeen (17) weeks after it began provided the employee is entitled to parental leave, or on the day that is six (6) weeks after the delivery if the employee is not entitled to parental leave, whichever is later. The employee may end the leave by giving at least four (4) weeks written notice of the day she intends to return.

22:02 An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within fifty-two (52) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent at that time. An employee must give at leave two (2) weeks' notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.

Parental leave ends thirty-five (35) weeks if the employee also took pregnancy leave or thirty-seven (37) weeks if the employee did not take pregnancy leave. Parental Leave may be terminated earlier by the employee, provided the employee gives the Employer at least (4) weeks written notice prior to the date of return.

22:03 Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks' notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks' notice.

22:04 Employees will be enrolled and/or continue to be enrolled in the benefit plans per Article 28:01 of the Agreement, unless the employee gives the employer written notice that the employee does not intend to pay the employee's contribution, if any, to such premium based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the employee continues absent on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such premium based benefits may make such arrangements with the Employer as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post-dated cheques.

Where an employee gives written notice that they do not wish to pay their portion of a premium, coverage will be discontinued, and enrolment upon return to work will be subject to the requirements of the carrier.

22:05 Employees are eligible to either begin or continue participation in any retirement benefit, or pension plan, during any leave, and unless the employee gives the employer written notice that the employee does not intend to pay their contribution, if any, the employer shall begin or continue to make the Employer's contribution.

Employees who participate may make such arrangements with the Employer for the payment of their share of the contribution as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post-dated cheques.

Employees participating in either a retirement benefit, or a pension plan, in which they have the right to vary the level of contribution may continue to do so during the leave.

22:06 An employee will continue to accumulate seniority during pregnancy and/or parental leave.

22:07 Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to a comparable position, if it does not, unless the employee's employment is ended for reasons solely unrelated to the leave. The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater.

## **ARTICLE 23 – BEREAVEMENT LEAVE**

- 23:01 When a death occurs in an employee's immediate family (including the employee's current spouse, child or stepchild), an employee, if scheduled to work, will be excused for up to five (5) days with pay, between the date of death and the day following the funeral/alternative service.
- 23:02 When a death occurs in an employee's extended family (including the employee's parents or step-parents, parent or step-parent of a current spouse, brother or step-brother, sister or step-sister, grandparent or grandchild) an employee if scheduled to work, on request, will be excused for up to three (3) days with pay between the date of the death and the day of the funeral/alternative service.
- 23:03 In the event an employee's brother-in-law, sister-in-law, aunt or uncle, niece or nephew die, an employee, if schedule to work, shall be granted one (1) day's leave with pay to attend the funeral/alternative service.
- 23:04 The Employer may request proof of death and/or attendance at a funeral or memorial service. Payment under this clause applies only for regularly scheduled days lost from the date of death to the date of or following the funeral/alternative service, or memorial service.
- 23:05 An unpaid bereavement leave for any other relative or friend may be requested by the employee and may be approved by Management.
- 23:06 In the event a memorial Spring interment service is not held within the above time allotments and the Employer is notified immediately, the employee will be allowed to utilize one (1) day of their allotment at such time.

## **ARTICLE 24 – JURY DUTY**

- 24:01 An employee required to serve jury duty or as a witness shall be paid the difference between what she would have earned for her scheduled hours and the fees received pursuant to the performance of the jury duty. This will be affected by the employee signing over her court fees, less any expense money received from the authorities for meals and lodging, and the employee will continue to receive her regular salary payments. The employee is to notify her supervisor as soon as possible after receipt of a jury duty notice. The employee will be expected to report to work on those days when they are not scheduled for jury duty.

## **ARTICLE 25 – WAGES AND CLASSIFICATIONS**

- 25:01 Attached hereto and marked Schedule "A" is a schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.
- 25:02 The regular pay day for all employees covered by this Agreement shall be Thursday on a

bi-weekly basis. Normally cheques will be available by 10:00 a.m.

25:03 Should the Employer make an error on an employee's pay of greater than fifty dollars (\$50.00), the Employer shall correct the error within three (3) business days. Errors of less than fifty dollars (\$50.00) shall be corrected on the next payroll run. For purposes of this article, "business days" shall refer to Monday to Friday.

25:04 Whenever an overpayment occurs to an employee's pay, and is detected in the same week in which it occurred, such overpayment shall be reimbursed to the Employer by payroll deduction in the next pay period. Where such overpayment is not detected in the same week in which it occurred, the Employer and the Union shall meet to discuss a repayment plan. Notwithstanding the foregoing, the Employer retains its rights as permitted under the Employment Standards Act 2000 and agrees not to contravene the provisions therein. The Employer will inform the affected employee of an overpayment and make supporting documentation available for the employee's review before recovery is made.

25:05 Effective April 1<sup>st</sup>, 2007, a fifteen cent (\$0.15) weekend premium will be paid for all hours worked between the start of the shift commencing on or about 2300 hours Friday and the end of the shift ending on or about 2300 hours Sunday.

## **ARTICLE 26 – HEALTH CARE AIDE/PERSONAL SERVICE WORKER**

26:01 Employees who are assigned to work in either the Health Care Aide classification and/or the Attendant classification, who have a current Health Care Aide and/or Personal Support Worker certificate provided by a Canadian institution, shall receive a premium of twenty (20) cents per hour for all hours worked.

## **ARTICLE 27 – UNIFORM ALLOWANCE**

27:01 The Employer agrees to provide a clothing allowance of twelve (12) dollars per month worked for each full-time employee and ten (10) dollars per month worked for part-time employees who are required by the Employer to wear a uniform. Uniform allowance to be paid by separate cheque the first full pay period of January each year.

## **ARTICLE 28 – HEALTH AND WELFARE**

28:01 The Employer will pay the premiums for the following benefits on behalf of all active full-time seniority employees who elect to receive benefits:

- (i) Eighty percent (80%) of the billed premium rate for an extended health care plan with a \$25.00 annual deductible;
- (ii) Eighty percent (80%) of the billed premium rate for a basic dental plan with a \$25.00 annual deductible. Effective January 1<sup>st</sup>, 2010, delete the dental deductible;



- (iii) One hundred percent (100%) of the billed premium rate for a life insurance benefit equal to an employee's annual earnings rounded to the next higher thousand (\$1,000.00) dollars.
- (iv) As of the date of ratification, the Employer will pay part-time employees an amount of seventy cents (\$.70) per hour for all hours worked as a payment in lieu of benefits. The payment in lieu of benefits will not constitute a part of the base rate for the purposes of calculating any premiums which must be paid pursuant to this Agreement.
- (v) **Vision Care Plan**  
The Employer will provide a Vision Care Plan providing coverage in the amount of two hundred dollars (\$200.00) per family member each twenty-four (24) months. The Employer will pay for full-time employees one hundred percent (100%) of the premium for such benefit. Eligible expenses to include one exam every twenty-four (24) months per insured adult; one exam every twelve (12) months for a dependent child.

28:02 The Employer will have the right to select the carrier of its choice with respect to any of the benefits provided herein provided there is no loss of covered benefit.

The Employer shall provide to each employee a copy of the information booklet for those benefits provided under this article. The Union shall be provided with a copy of the Master Policy.

28:03 The Employer will implement a weekly indemnity plan for full-time employees as soon as possible. The weekly indemnity plan will provide coverage from the first day of accident, or from the third day of illness to a maximum of fourteen (14) days based upon sixty-seven (67%) of the employee's weekly earnings. At the end of the fourteen (14) day period, if the full-time employee continues to be ill or injured, such employee will then collect fifteen (15) weeks of Unemployment Insurance Sick Benefits. If at the end of said period, the employee is still unable to return to work, the weekly indemnity plan will then provide coverage for an additional fifteen (15) weeks.

**NOTE:** The Employer agrees to pay the 2nd day of illness provided the employee has been approved for Weekly Indemnity, once in a calendar year.

The Employer will self-insure the first day or the first individual days, once in a calendar year at sixty-seven percent (67%). In any event an employee would not be entitled to greater than fourteen (14) days under weekly indemnity. Employees may be required to provide a Doctor's note and the Employer will exercise discretion.

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income due to a personal illness and will be granted to all employees who have completed the probationary period. In the event an employee is ill, they shall be compensated at sixty-seven percent (67%) of their current rate of pay for regularly scheduled hours lost due to sickness at non-overtime rates. Sick leave shall not be used to calculate overtime. Full-time employees may not use more than one (1) day sick leave under this clause in a calendar year. There will be no carryover to the following year.

Full-time will be granted two (2) sick days per calendar year at 100%. Part-time will be granted one (1) sick day per calendar year at 100%. There will be no carryover to the following year.

28:04 Where an employee is on an extended Leave of Absence or on layoff, Health and Welfare benefits shall be cancelled at the end of the month following the month in which the Leave of absence or layoff commenced.

## **ARTICLE 29 – BULLETIN BOARDS**

29:01 The Employer will provide one enclosed, locking bulletin board in the time clock room. This bulletin board will be available to the Union for the posting of notices or other items of interest to members of the Union.

## **ARTICLE 30 – NO DISCRIMINATION**

30:01 The Employer and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation save and except those limitations set out in the Legislation of the Province of Ontario.

Where the term “spouse” or “partner” is used in this Agreement, it shall mean a person to whom the employee is married or with whom the employee is living in a conjugal relationship outside marriage, including a person of the same or opposite sex.

### **Workplace Harassment**

The Employer and Unifor are committed to providing a harassment-free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome,” that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which causes awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;

- Refusal to work or converse with an employee because of their racial background or gender, etc.;
- Unwanted physical conduct such as touching, patting, pinching, etc.;
- Backlash or retaliation for the lodging of a complaint with the Employer or the Union; participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech nor interfere with normal social, Employer/employee, or labour relations.

### **Filing a Complaint**

If an employee believes she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken in the following order, to put a stop to it:

- Request a stop of unwanted behaviour;
- Inform the individual(s) that is harassing or discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to the Supervisor/Committee person or other Union representative.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser. In this event, the victim may seek assistance by reporting the incident directly to any Union representative or representative of management.

### **Investigation**

Upon receipt of the complaint, the Supervisor or Union Committee person or representative contacted will immediately inform the Administrator and the Union Chairperson, or their designates, who will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing.

A formal investigation of the complaint will then begin by the Administrator and the Union Chairperson, or their designate, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

### **Resolution**

The Administrator and the Union Chairperson will try to mutually agree on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the employer and the National Unifor

policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. 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.

### **ARTICLE 31 – GENERAL**

31:01 The Union and the Employer desire every employee to be familiar with the provisions of the collective agreement and his/her rights and obligations under it. For this reason the Union shall have printed, sufficient booklet form copies for the needs of the employees, the Employer and the Union, and the total costs of printing shall be shared equally by the Union and the Employer.

### **ARTICLE 32 – TERM OF AGREEMENT**

32:01 This Agreement shall become effective on the 1<sup>st</sup> day of April 2023 and shall continue in effect until the 31<sup>st</sup> day of March 2025, and shall continue in effect thereafter from year to year unless amended through negotiations.

32:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the termination date and negotiations shall begin within fifteen (15) days after filing notice to bargain for an amended collective agreement.

### **ARTICLE 33 – JOINT CONSULTATION**

33:01 A Labour-Management Committee will be established which will consist of three (3) employee representatives and three (3) representatives of the Employer. Either party may expand its representation by one additional representative. On the request of either party, the Committee will meet from time to time, but at least once monthly at a mutually agreeable time and place for the purpose of discussing issues relating to the workplace which affect the parties or bargaining unit employees.

33:02 The Committee will receive a notice and agenda in advance of any meeting that is scheduled.

33:03 An Employer representative and an employee representative will be designated as joint chairpersons of such meetings.

33:04 The Employer will compensate up to three (3) employees at their regular rate of pay for all hours spent in attendance at the meeting. Such hours shall not be taken into consideration in the assigning of call-in or overtime hours, or in the calculation of overtime pay.

33:05 Minutes of each meeting will be prepared and signed by the chairpersons as soon as possible after the close of the meeting. Such Minutes will be made available to the Union's representatives.

## **ARTICLE 34- CONTRACTING OUT**

34:01 The Employer will not contract out work that is normally performed by members of the bargaining unit, if as a direct result of such contracting out, a layoff of bargaining unit employees (other than casual part-time employees) directly results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

## **ARTICLE 35- EXCLUDED PERSONS**

35:01 No person excluded from the bargaining unit shall perform any work of the bargaining unit except for the following: 1 Nursing Supervisor, 1 Maintenance Supervisor, and 1 Activity Director.

Non-bargaining unit employees may perform bargaining unit work in cases of emergencies for the purpose of providing instruction and training, in the development of new work practices or implementation of new programs and services or when regular employees are not available.

## **ARTICLE 36 – PENSION PLAN**

36:01 In this Article, the terms used shall have the meanings as described:

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

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

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

All other payments, premiums and similar payments are excluded.

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

- (b) Each eligible employee covered by this collective agreement shall contribute for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

- (c) The employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- (e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1992, Ch. P-8, as amended, which the administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 36:01 (e) of the Agreement are:

- (i) To be provided once only at Plan commencement:
  - Date of hire;
  - Date of birth;
  - Date of first remittance;
  - Seniority List (for purposes of calculation past service credit).
- (ii) To be provided with each remittance:
  - Name;
  - Social Insurance Number;
  - Monthly Remittance;
  - Pensionable Earnings;
  - YTD Pension Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
- (iii) To be provided once and if status changes:
  - Address as provided to the Home;
  - Termination date, when applicable (MM/DD/YY).

- (iv) To be provided once if they are readily available:  
Gender;  
Marital Status.

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

- (f) The Employer agrees to be bound by the terms of Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees.

### **ARTICLE 37 – ACCIDENT PREVENTION/HEALTH AND SAFETY COMMITTEE**

- 37:01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention – Health and Safety Committee, a maximum of 50% of the representatives selected or appointed by the Union from amongst bargaining unit employees.
  - (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommended actions to be taken to improve conditions related to safety and health.
  - (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its functions.
  - (e) Meetings shall be held quarterly or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Chairperson shall be chosen among the members on a rotating basis.
  - (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention – Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
  - (g) The Union agrees to endeavour to obtain full co-operation of its membership in the observation of all safety rules and practices.
  - (h) The Employer and the Union agree to abide by the Occupational Health and Safety Act as amended.

37:02 When the Employer becomes aware of any resident who has a serious infectious disease, the Employer shall inform any affected direct care employees within the limitations of any relevant legislation.

37:03 Incidents involving aggressive residents will be addressed by the Employer. When an employee is faced with abuse from a resident it may be necessary for the employee to leave the threatening situation and immediately notify her supervisor/charge nurse who will assess the situation and give further direction. Such incidents will be recorded on an Incident Report. Said report will be made available to the Occupational Health and Safety Committee.

### **ARTICLE 38 – PAID EDUCATION LEAVE**

38:01 Effective April 2006, the Employer shall pay to the Union, one lump sum payment in the amount of two hundred dollars (\$200.00) during the month of April in each year of the collective agreement.

### **ARTICLE 39 – SICK CALLS**

39:01 Employees who will be unable to attend work due to illness or other emergency, shall contact the Employer as soon as possible, and shall endeavour to make such contact not later than three (3) hours prior to the start of their afternoon or midnight shift, and two (2) hours prior to the start of their day shift.

### **ARTICLE 40 – VIOLENCE AGAINST WOMEN**

40:01 The parties hereby recognize and share the concern that women may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate written verification from a recognized professional (i.e., doctor, lawyer, professional counsellor), 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.

### **ARTICLE 41 – WORKPLACE SAFETY AND INSURANCE BOARD**

41:01 Effective January 2006, the Employer will reintroduce Workplace Safety and Insurance Board (WSIB) coverage for all employees.



**SCHEDULE "A" – WAGE RATES & CLASSIFICATIONS**

Classification	Period	April 1/22 Expired	April 1/23 3%	April 1/24 3.5%
RPN	Start	\$ 23.43	\$24.13	\$24.98
	1 Year	\$ 23.89	\$24.61	\$25.47
	2 Year	\$ 24.47	\$25.20	\$26.09
ATTENDANT	Start	\$ 16.65	\$17.15	\$17.75
	1 Year	\$ 18.31	\$18.86	\$19.52
	2 Year	\$ 19.92	\$20.52	\$21.24
HOUSEKEEPING / LAUNDRY	Start	\$ 17.09	\$17.60	\$18.22
	1 Year	\$ 18.26	\$18.81	\$19.47
	2 Year	\$ 19.51	\$20.10	\$20.80
MAINTENANCE	Start	\$ 17.45	\$17.97	\$18.60
	1 Year	\$ 18.66	\$19.22	\$19.89
	2 Year	\$ 19.88	\$20.48	\$21.19
COOK	Start	\$ 20.91	\$21.54	\$22.29
	1 Year	\$ 21.72	\$22.37	\$23.15
	2 Year	\$ 22.52	\$23.20	\$24.01
ACTIVITY AIDE	Start	\$ 17.85	\$18.39	\$19.03
	1 Year	\$ 18.66	\$19.22	\$19.89
	2 Year	\$ 19.51	\$20.10	\$20.80
DIETARY AIDE / POT WASHER	Start	\$ 17.09	\$17.60	\$18.22
	1 Year	\$ 18.31	\$18.86	\$19.52
	2 Year	\$ 19.51	\$20.10	\$20.80
HEALTH CARE AIDE	Start	\$ 16.93	\$17.44	\$18.05
	1 Year	\$ 18.55	\$19.11	\$19.78
	2 Year	\$ 20.17	\$20.78	\$21.50
RECEPTIONIST	Start	\$ 16.62	\$17.12	\$17.72
	1 Year	\$ 18.27	\$18.82	\$19.48
	2 Year	\$ 19.90	\$20.50	\$21.21

**Retroactive from March 31<sup>st</sup>, 2023 wage calculations are to be made and paid to all current and former employees within two pay periods from date of ratification. Separate pay cheques are not required, however, Employer to indicate on pay stubs retroactive amounts.**

### **LETTER OF UNDERSTANDING #1 – RE: ARTICLE 17:01**

The parties agree that notwithstanding this Article 17:01, employees will cooperate according to an established emergency plan when required by the Employer. Emergency when used herein, refers to a circumstance that is beyond the control of the Employer. Such emergencies could include, but are not limited to, fire, flood, natural gas leak, carbon monoxide etc.

### **LETTER OF UNDERSTANDING #2 – RE: PAY EQUITY**

The parties agree that the requirements of the Pay Equity Act and the Employer's Pay Equity Plan were considered in the course of collective bargaining. In negotiating the wages and adjustments within this Collective Agreement, the parties have not knowingly contravened the Pay Equity Act or the Pay Equity Plan. Accordingly the current Pay Equity Plan is acceptable to the parties.

### **LETTER OF UNDERSTANDING #3 – RE: ARTICLE 13:01**

The parties agree that the reference to "specific building" in Article 13:01 is for information purposes only, providing the applicant employee the primary location of their assigned duties. Employees may be required to work in one or both buildings in the course of their shift, in either their classification, or other classification as determined by the Employer. It is understood and agreed that employees may be assigned to other classifications for all or part of a shift, or tasks as may be assigned from time to time. It is the Employer's intention to maintain employees in the positions to which posted.

### **LETTER OF UNDERSTANDING #4 – RE: INDEPENDENT LIVING PROGRAM**

The Independent Living Program is a minimum care model providing basic amenities to residents who do not require the full services otherwise available throughout the facility. This program provides an elevated standard of living for active seniors whose expectations and needs are focused on comfort and convenience. Residents shall have the prerogative to perform work that is normally considered bargaining unit work, including but not limited to their own dishes, housekeeping of their room, cooking, etc.

The parties agree that the current position of the Life Enrichment Aide will be paid the same rate of pay as the Dietary Aide Classification, and will perform housekeeping and dietary aide duties within the Independent Living Program. In the event of an emergency, an RPN may be expected to evaluate the situation.

The Independent Living Program Supervisor will not perform any bargaining unit work except in accordance with Article 35.01, and to coordinate, participate and assist the residents in the self-serve breakfast and lunch buffet.

However, the Union agrees to show a greater level of flexibility for the Independent Living Supervisor than that of a regular supervisor.

**LETTER OF UNDERSTANDING #5 – RE: LUNCH BREAKS**

The parties agree that employees have the right to leave their shift during their unpaid lunch break. Employees must inform their supervisor/charge nurse prior to leaving the facility, and must meet the time-keeping requirements of the Employer by punching out/in when they leave and return. In addition to the foregoing, an employee working the midnight shift shall be required to notify all other staff prior to leaving and upon return to the facility.

**LETTER OF UNDERSTANDING #6 – RE: VOLUNTARY SHIFTS**

In the event a shift becomes available, prior to the posting of the schedule, the Employer will canvas employees who wish to pick up additional hours. The parties agree to meet at a duty called Labour Management meeting to discuss the process whereby the additional shifts shall be processed. Notwithstanding anything to the contrary in the Collective Agreement, in the event an employee volunteers to work additional hours, this shall not trigger premium pay.

**LETTER OF UNDERSTANDING #7 – TEMPORARY PART-TIME EMPLOYEES**

An unscheduled Part-time employee is one who is employed on an as needed basis by the Employer with the understanding that all hours of work will be offered to regular Part-time first in their department.

DATED AT WINDSOR, ONTARIO, THIS 9<sup>th</sup> DAY OF August, 2024.

**DEVONSHIRE RETIREMENT RESIDENCE**

**UNIFOR AND ITS LOCAL 2458**

Julie Curtis - DRO

Jonis Cosmie - GM

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Christina Sayer

Jocelyn Pallard

Dysan Meyalli

Tom Camp

Jennifer Kennedy

Keely Jones

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