

# COLLECTIVE AGREEMENT

Between:

**OAK PARK TERRACE**

(hereinafter called the “Employer”)

– and –



**UNIFOR**  
theUnion | lesyndicat

**AND IT’S LOCAL 2458**

(hereinafter called the “Union”)

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EFFECTIVE FROM JANUARY 1<sup>ST</sup>, 2024 UP TO AND INCLUDING DECEMBER 31<sup>ST</sup>, 2025

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## **FOREWARD**

This Agreement resulting from Collective Bargaining between Oak Park Terrace Seniors' Residence, 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 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 all matters pertaining to working conditions including hours of work and wages;
3. To secure prompt and equitable disposition of grievances;
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 – RIGHTS OF THE EMPLOYER**

2:01 The union acknowledges that management has the exclusive right to manage the residence including such rights as:

- (a) To maintain order and efficiency;
- (b) To hire, promote, transfer, suspend and re-hire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is

agreed that prior to altering any present rules and regulations or making new rules and regulations, the said new rules and regulations shall first be approved and signed by the employer, after which they shall be discussed in detail with the union committee and opportunity afforded to the said committee to make representations.

- (d) The employer shall not exercise its rights herein and/or enforce rules and regulations in an unreasonable manner and/or in a manner that is inconsistent with the provisions of this Agreement.

### **ARTICLE 3 – RECOGNITION**

3:01 The employer recognizes the union as the bargaining agent of all employees of 2032296 Ontario Inc. c.o.b. as Oak Park Terrace located at 1750 North Service Road in the city of Windsor, save and except supervisors, persons above the rank of supervisor, office, clerical, sales and maintenance staff.

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

4:01 As a condition of employment all present and new employees as defined in Article 3 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 3 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 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 whose pay such deductions were made or not made and the 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 – NEGOTIATING COMMITTEE**

5:01 The employer acknowledges the right of the union to appoint, elect or otherwise select three (3) 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 grievances,

labour/management or negotiating meetings with the employer.

- 5:02 The employer will recognize a negotiating committee composed of three (3) committee members appointed, elected or otherwise selected in the accordance with Article 5:01 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 subject to operational requirements of the home.

- 5:03 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.

- 5:04 The union will inform and keep the employer informed in writing of the name of the committee members and the committee chairperson.

## **ARTICLE 6 – WORK OF THE BARGAINING UNIT**

- 6:01 Non-bargaining unit employees may perform bargaining 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.

No person excluded from the bargaining unit shall perform any work of the bargaining unit except for the following: Food Service Manager, Activation Manager, Laundry Supervisor, Housekeeping Supervisor. The above noted persons shall only perform bargaining unit work at the current level of duties. Specifically the Food Service Manager shall continue to perform twenty-four (24) hours of cooking per week and the other named supervisors may continue to perform their duties and this will not be considered a violation of this article.

## **ARTICLE 7 – NO CONTRACTING OUT**

7:01 The employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part time employees 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 with the same terms and conditions of employment is not a breach of this Agreement.

## **ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE**

8:01 (a) A grievance under this Agreement shall be defined as any difference or dispute between the employer and any employee relating to the interpretation, application, or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.

(b) Any complaint arising between the employees and the employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below.

### **8:02 Complaint**

Any employee having a complaint shall first take the matter up with her supervisor within seven (7) calendar days of the actual occurrence leading to that question or complaint. The supervisor shall give a decision within seventy-two (72) hours of such discussion. If the supervisor's decision is not satisfactory to the employee, the employee may refer the complaint to the union committee.

#### **Step 1**

The union committee will then submit the grievance in writing to the Administrator, or designate, within five (5) calendar days of the response. The Administrator shall respond to the grievance in writing to the union committee within five (5) calendar days of receipt.

#### **Step 2**

If the response is not satisfactory to the union committee, the parties shall arrange a meeting within five (5) calendar days of receipt of the employer's response to discuss the grievance. The meeting shall be attended by the union committee and representatives of the employer. The employer's response shall be in writing within ten (10) calendar days of the meeting. A national or local union rep may attend this meeting.

### **8:03 Arbitration**

If the union committee is not satisfied with the response it may refer the grievance to arbitration as provided below within ten (10) calendar days of the receipt of the employer's response. The parties shall use a single arbitrator to decide unresolved grievances between them. The party submitting the grievance to arbitration shall advise the other party in writing of three (3) choices as to arbitrator. The recipient of the notice

shall reply in writing as to the acceptance of one of the proposed arbitrators or three (3) alternative choices as the sole arbitrator.

If the parties cannot agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration, then either party may request the Ministry of Labour for the Province of Ontario to appoint a sole arbitrator.

8:04 The cost of the arbitrator shall be shared equally by the employer and the union.

8:05 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement. In a case where the penalty imposed by the employer is at issue the arbitrator may substitute or otherwise modify such penalty.

8:06 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.

8:07 **Group and Policy Grievances**

The grievance procedure outlined in this article shall apply equally to a grievance lodged by a group of employees, or to a policy grievance. Such grievances shall be filed in writing at Step 1 within ten (10) calendar days of becoming aware of the issue giving rise to the complaint.

It is understood that the employer may file a policy grievance with the union under this clause.

8:08 **Suspension or Discharge Grievance**

A claim by an employee that she has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is filed by the employee within five (5) calendar days after the employee has received notice of discharge or suspension in writing from the employer. Such special grievance shall be taken up at Step 2 of the grievance procedure.

It is agreed that the union chairperson will be notified immediately upon the dismissal or suspension of any employee within the bargaining unit.

8:09 Time limits fixed in the grievance and arbitration procedure may be extended only by mutual consent of the parties.

8:10 **Right to Have a Union Committee Member Present**

An employee subject to formal disciplinary action which is to be recorded in the employee's personnel file shall have the right to have the union committee member or alternate as agreed present at the time such discipline is given. An employee or union rep with consent will be allowed to see an employee's record at the time of being disciplined and/or once per year.

8:11 **Letters of Reprimand**

Letters of reprimand are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface ie. residents and family where the record will remain on file.

8:12 **Suspension**

Records of suspension are to be removed from an employee's personnel file after twenty-four (24) months from the date of discipline, except in the case of incidents involving third party interface ie. residents and family where the record will remain on file.

8:13 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the home to view any working conditions which may be relevant to the settlement of the grievance.

The party that calls the witness shall be responsible for any expenses or payment.

8:14 By agreement of the parties any unresolved grievance may be forwarded to a mutually agreed upon mediator/arbitrator for resolution.

8:15 Any time limits referred to in the grievance procedure or in respect of arbitration within which any procedure is required to be taken or notice required to be given shall be calculated exclusive of Saturdays, Sundays and paid holidays.

**ARTICLE 9 – UNIFORM ALLOWANCE**

9:01 Kitchen staff shall be provided with aprons free of charge.

INCREASE: Full time from three (3) to five (5) pieces **per year**

Part time/Casual: 0-400 = 1 piece per year

More than 400-800 = 2 pieces per year

More than 800-1200 = 3 pieces per year

More than 1200 = 4 pieces per year

**ARTICLE 10 – PROBATIONARY PERIOD AND SENIORITY**

10:01 A new full time employee of the employer shall be considered a "probationary employee" until he/she has completed three (3) months employment. A new part time employee of the employer shall be considered a "probationary employee" until he/she has completed four hundred, 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 of hire for full time employees or number of hours worked for the part time employee.

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 a discharge is a violation of the Ontario Human Rights Code, other applicable statute or is arbitrary and in bad faith. The termination of a probationary employee may be to a lesser standard than otherwise required for a seniority employee.

10:03 Seniority will operate on a bargaining unit wide basis.

10:04 **Definitions**

- (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. A full time employee is defined as an employee who is regularly scheduled sixty hours (60) hours or more per bi-weekly period.
- (b) A part time employee's seniority will be defined as a 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. A part time employee is defined as an employee who is regularly scheduled less than sixty (60) hours per bi-weekly period.
- (c) The following formula will be used to determine a part time employee's seniority for the purposes of wage increases, vacation entitlement, transfers and job postings: 1850 hours worked = 1 year.
- (d) A casual employee is an employee who is called in to work as required, but does not work a regular schedule, or does so only for a specified period of time. Casual employees must provide their availability six (6) weeks at a time. This availability must include two (2) weekends for the period of availability. For the purpose of call in shifts casual staff will only be called in in the event that;
  - i) all available regularly scheduled employees are scheduled to work, or
  - ii) the calling in of a regularly scheduled employee will incur overtime.
- (e) A student is an employee who is enrolled in an accredited secondary or post-secondary institution for 60% of a regular course load and may have a regular schedule.

Students will not accumulate seniority for purposes of job competitions or security and will receive pay per schedule "A". Further, students will be subject to the Employment Standards provisions with the exception of Union Representation.

10:05 In the event than 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 the seniority list showing the employee's name, date of hire, and seniority on the thirty-first (31<sup>st</sup>) day of December and the thirtieth (30<sup>th</sup>) day of June of each year. A copy of the above documents shall be forwarded to a union

representative on the same date. For the purposes of this article, the cut-off dates for calculation of seniority shall be the last pay period ending immediately preceding the first (1<sup>st</sup>) day of December and the first (1<sup>st</sup>) 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 this seniority date within thirty (30) calendar days after the lists are delivered and posted.

If an 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.

10:07 A copy of the seniority lists shall be given to the committee chairperson at the same time as posting.

10:08 **Effect of Absence**

Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

It is understood that during an approved absence not paid by the employer, not exceeding thirty (30) continuous days or any approved absence paid by the home, both seniority and service shall accrue.

During an absence not paid by the employer exceeding thirty (30) continuous calendar days with the exception of any statutory requirement (for example Employment Standards Act, Family Leave, Emergency Leave, Pregnancy and Parental Leave during which seniority shall accrue) credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for payment of subsidized employee benefits in which he/she is participating for the period of the absence.

It is further understood that during such leave of absence not paid by the employer, credit for seniority purposes of promotion, demotion, transfer or layoff shall be suspended and not accrued during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability.

10:09 It shall be the duty of each employee to notify the employer promptly of any change of address. If the employee fails to do this, the employer will not be responsible for failure of a notice to reach such employee. Notice of recall after layoff shall be sent to an employee by registered mail to his last address on record with the employer.

10:10 **Loss of Seniority**

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 including work related injury or illness for a period of in excess of twenty-four (24) months;
- (d) The employee is absent from work for three (3) 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 possibly;
- (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.
- (h) fails to maintain current contact information and the Employer is unable to reach them by normal means for a period of 2 pay periods.
- (i) accepts gainful employment with any other employer while on an approved leave of absence without first obtaining the consent of the Employer in writing.
- (j) The Employee is a casual employee who refuses or fails to pick up a shift for a period of three (3) months.

**ARTICLE 11 – VACATION AND VACATION PAY**

11:01 Employees shall be entitled to vacation according to the following schedule:

Period Worked	Time Off	Vacation Pay
Less than 1 year	1 week	4% of annual gross earnings
1 year but less than 4 years	2 weeks	4% of annual gross earnings
4 years but less than 8 years	3 weeks	6% of annual gross earnings
Effective in the 2016 vacation year, eligible employees shall begin to accumulate:		
8 yrs. but less than 18 years	4 weeks	8% of annual gross earnings
18 years or more	5 weeks	10% of annual gross earnings

Entitlement will be based on 1850 hours worked per year of service for all employees.

The employer shall post a blank vacation schedule on April 1<sup>st</sup> of each year and it will remain posted until May 1<sup>st</sup>. Employees may indicate their vacation requests on the schedule.

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

The employer shall post the final vacation schedule on May 15<sup>th</sup>. This schedule shall not be changed except with the consent of the employer and the employee(s) affected.

Vacation pay will be paid to an employee during the pay period during which they take vacation, or at the discretion of the employees as requested on up to two occasions per year.

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

Employees who submit a vacation request after May 1<sup>st</sup> will be considered on a first-come, first-served basis, rather than seniority.

The payroll accumulator will be posted with seniority and the vacation bank and percentage showing.

Anyone applying for vacation time outside the vacation allocation period will be notified in writing 30 days prior to the date of vacation time requested.

## **ARTICLE 12 – LAYOFF AND RECALL**

12:01 In the event of a proposed lay off of a permanent or long term nature, the Employer will provide affected employees notice according to the Employment Standards Act. A layoff is defined as a greater than 10% reduction in regularly scheduled bi-weekly hours. Layoffs shall be based upon the following factors.

- (a) seniority
- (b) qualification
- (c) skill and ability to do the job with only minimum orientation

Prior to such layoffs or reduction in hours, the employer will meet with the union to discuss such layoffs or reduction in hours and alternative methods.

12:02 Employees shall be laid off in reverse order of seniority within the same classification. Probationary, student and casual employees shall be laid off first. On notification of lay-off an employee may either:

- (a) accept the lay-off, or,
- (b) displace an employee with less bargaining unit seniority, subject to 01 b) and c) above. The Employee displaced shall then, be afforded the opportunity to displace, or be laid off.

An employee who is entitled to this option shall provide written notice to her manager within three (3) days of her decision to accept the lay-off or to displace a more junior employee in another classification. Failure to do this will indicate acceptance of lay-off.

- 12:03
- (a) Recall to available positions shall be in reverse order of lay-off.
  - (b) An employee who returns to work in a classification different from her classification prior to lay-off may return to her original position if it becomes vacant within six (6) months of her return to work.
  - (c) No positions will be posted until all employees who were laid off and are still available according to the seniority provision have been given the opportunity to return to work or have refused work or have been found unable to perform the work available.
  - (d) An employee who has completed her probationary period and has been laid off may retain but not accumulate her seniority for a period after the lay-off not to exceed the lesser of twelve (12) months.

### **ARTICLE 13 – NO STRIKE OR LOCKOUT**

13:01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the union agrees that during the term of this Agreement, there will be no strikes, slowdowns, or stoppages of work, and the employer agrees that there will be no lockouts.

The meaning of the word “strike” and “lockout” as used in this Article shall be as defined in the *Labour Relations Act of Ontario*.

### **ARTICLE 14 – HOURS OF WORK**

14:01 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.

14:02 The normal hours of work for all employees shall be seven and one-half (7½) or eight (8) hours per day, exclusive of a thirty (30) minute unpaid meal period, seventy-five (75) or eighty (80) hours in a bi-weekly period, in the case of full time employees.

- 14:03
- (a) Employees scheduled to work seven and one-half (7.5) or eight (8) hours 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 and two (2) fifteen (15) minute paid breaks, one in each half of the shift.
  - (b) Employees scheduled to work less than seven and one-half (7.5) or eight (8) hours per day but five (5) hours or greater shall be entitled to a thirty (30) minute unpaid meal period and one (1) fifteen (15) minute paid break.

- (c) The Employer will assign break times and will provide a suitable designated location and employees will take breaks in the designated locations.
- (d) Employees not allowed to leave the building will be paid for their meal break.

14:04 Employees shall not be required to work split shifts.

14:05 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.

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

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

### **ARTICLE 15 – OVERTIME**

15:01 The employer shall pay employees who are regularly scheduled for seven and one half hours (7.5) consecutive hours, time and one-half (1.5) for all hours worked in excess of seven and one half hours (7.5) hours a day and seventy-five (75) hours bi-weekly.

15:02 There shall be no pyramiding of overtime and/or premium pay under the terms of this Agreement.

15:03 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.

15:04 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 their 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.

15:05 Those employees working the midnight shift when the change from daylight savings to standard time, or vice versa, occurs, shall be paid straight time for the exact number of hours worked during the shift.

15:06 When an employee is assigned to work temporarily in lower classification, she shall maintain her current rate of pay. In the event she is assigned to work in a higher paying classification, for greater than 3 hours, she shall receive the rate of pay immediately above

her rate of pay in the higher classification for the full shift.

In the event an employee accepts a call-in, in a classification other than her own, she shall be paid the classification rate of pay consistent with her service for the classification she agreed to fill. Call-ins will only result in overtime pay subject to 15:01.

Article 15.06 shall not apply to the PSW/HCA classification who may be required by the Employer to deliver the medications, per legislative requirements, under the direction of the Employer and this will not result in an increase in payment.

15:07 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.

15:08 Employees who work more than four (4) hours overtime at the end of their regularly schedule shift shall receive a paid fifteen (15) minute break for each four (4) hours worked.

## **ARTICLE 16 – PROMOTIONS AND STAFF CHANGES**

16:01 All full time and regular part time vacancies or newly created classifications within the scope of this Agreement shall be posted for one (1) week at one location in the residence during which time the employee may apply for the said position in writing on a form supplied by the employer.

16:02 Any notice posted pursuant to 16:01 above shall contain the following information: nature of position, qualifications and shift.

16:03 The Chairperson will be provided with the name of the successful applicant when the job is awarded. If no application is received from an employee of the residence within one (1) week of the job posting, or if no employee qualifies within the trial period as set forth in 16:07 for the vacancy, then the employer may hire an employee from outside the bargaining unit.

16:04 A vacancy can be filled at the discretion of the employer on a temporary basis during the period of the job posting procedure.

If another job posting (fulltime or temporary) is posted, an employee may post on it including those employees who are on a temporary assignment. If the employee in a temporary posting is the successful candidate the employee will remain in the current position until the Home is able to backfill the vacating position.

16:05 In the event that an employee has been accepted to fill a permanent vacancy, then at any time within the first two (2) months after being assigned to such vacancy he may elect to revert to his old position and if he does so then he shall be precluded from applying for any new vacancy for a period of three (3) calendar months except in circumstances where the posting may result in a change in employment status. Only the original and next two (2) vacancies shall be posted, and all further vacancies which may occur as a result of

having filled the original vacancy shall be filled at the discretion of the employer.

16:06 Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:

- (a) Seniority;
- (b) Qualifications, skill and ability.

Where the applicant's ability to perform the requirements of the job as outlined in factor (b) is relatively equal, then seniority shall govern.

16:07 The successful applicant shall be placed on trial for a period of two (2) months and be assessed throughout this period. Conditional on satisfactory performance, any promotion or transfer made in accordance with this Article, shall become permanent after the period of two (2) months. In the event the applicant proves unsatisfactory in the position during the aforementioned period, he shall be returned to his former position without loss of seniority. If requested the employer shall provide the guidance on how the affected employee may improve their chances of successful application in the future.

## **ARTICLE 17 – WORK SCHEDULE**

17:01 The employer agrees that working schedules shall be posted every second Tuesday and will cover a two (2) week work period. Once the schedule is posted it may not be changed without the consent of the employee, except in the case of a layoff.

17:02 The employer shall provide full time employees with every other weekend off. The employer shall endeavour to provide part time employees with every other weekend.

17:03 For this purpose, the regular schedule will be suspended from December 20<sup>th</sup> of any year to January 10<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 full time employees shall have a minimum of sixteen (16) consecutive hours off between scheduled 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. Request with less notice will not be unreasonably denied.

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 unless mutually agreed to by the parties. 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 for 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 (7<sup>th</sup>) and subsequent consecutive days will be paid for at the rate of time and one half (1-1/2) of employee's regular rate of pay until such time as the employee is afforded a day off.

17:08 In the event the Employer determines to change the schedule, or hours of work, it will give the union as much notice as possible and will consider any submissions provided by the union. However, nothing herein shall minimize, amend, or restrict the Employer's rights to manage the Residence in all aspects.

17:09 The Company will post a signup sheet for replacements for vacation, lieu, float.

## **ARTICLE 18 – BEREAVEMENT LEAVE**

18:01 When a death occurs in an employee's immediate family (including the employee's current spouse, child or stepchild, parents or step-parents), an employee, if scheduled to work, will be excused for up to five (5) regular days with pay between the date of death and the day following the funeral. Employees can utilize their bereavement entitlements outside of the five (5) day window above to attend celebrations of life that do not fall in the date of death and the day following the funeral.

18:02 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, spouses, grandparent or grandchild), an employee is scheduled to work, on request, will be excused for up to three (3) days with pay between the date of the death and the funeral.

18:03 When a death occurs of an employee's brother-in-law, sister-in-law, aunt or uncle, niece or nephew, the employee, if scheduled to work shall be granted one (1) days leave with pay provided he/she attend the funeral.

18:04 An unpaid bereavement leave for any other relative or friend may be requested by the employee any may be approved by management.

18:05 For the purpose of this article, the employer recognizes both common-law marital relationships and same sex marital relationships.

### **18:06 Bereavement During Vacation**

Where an employee's scheduled vacation is interrupted due to a death in the employee's family, the period of bereavement leave as set out in Article 18 shall apply and the employee may take the leave as an extension to vacation or at another time. Pay for the period of bereavement will be the amount that the employee would have received as if

she had not been on vacation at the time of the death and it will be paid at the time the leave is taken. The employee will notify the Home upon death of the loved one.

## **ARTICLE 19 – HOLIDAYS**

19:01 All employees covered by this Agreement shall receive a regular day's pay at their regular rate for the following holidays not worked:

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

A full or part-time employee will be eligible for a two (2) float holidays, once they have completed 1850 hours worked. Float holiday hours shall be calculated consistent with the Employment Standards Act.

The intent is 9 named days and 2 float holidays.

19:02 In order to be entitled to payment for holidays not worked, an employee must work his/her regular scheduled shift immediately before and following any of the above named holidays. The employee will not be paid for the holiday if he/she has been instructed to report to work on the holiday and has failed to do so unless such absence was due to a satisfactory reason.

19:03 An employee who is regularly scheduled to work 7 ½ hour shifts who is not required by the Employer to work on a paid holiday shall be paid seven and one half (7 ½) hours pay calculated at his/her regular straight time rate of pay. In order to qualify for such payment, the employee must work his/her normal scheduled shift preceding and following the paid holiday, except where an employee is unable to do so due to illness or injury or approved leave of absence as provided for in this Agreement. Approved leave of absence as stated above excludes maternity leave.

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

- (a) Pay at the rate of time and one half (1-1/2) of the employee's regular straight time rate of pay, plus holiday pay at the employee's regular straight time rate of pay; or
- (b) Pay at the rate of time and one half (1-1/2) of the employee's regular rate of pay and a lieu day paid at the employee's regular straight time rate of pay which must be taken within sixty (60) days from the date of the holiday. Such requests must

be made in writing within the same pay period in which the holiday occurs and approved by the Employer, with the exception of Christmas and New Year's Day, which must be arranged by mutual agreement.

#### 19.05 **Part Time Employees**

Part time employees who qualify with The Employment Standards Act and who are required to work on any one of the holidays outlined in Article 18 shall be paid at one hundred and fifty percent (150%) of their hourly rate for hours worked that day in addition to their regular rate for hours worked that day.

Part time employees who qualify with The Employment Standards Act and do not work the holiday shall be paid as per Employment Standards Act.

### **ARTICLE 20 – PREGNANCY/PARENTAL LEAVE**

#### 20:01 **Pregnancy and Parental Leave**

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

#### 20:02 **Pregnancy Leave**

(a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

(b) The employee must have started employment with her employer at least thirteen (13) weeks prior to the expected date of birth.

(c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the employer, shorten the duration of the leave of absence requested under this article upon giving the employer two (2) weeks' notice of her intention to do so, and furnishing the employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 20:10, Parental Leave.

20:03 An employee who does not apply for leave of absence under Article 20:02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 20:02 (a) upon providing the employer.

Before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

20:04 During the period of leave, the employer shall continue to pay the employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless the employee gives the employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the employer shall deduct those amounts from the SUB payments.

20:05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the employer when she requests the leave of absence. If a full time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job and former shift, if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

20:06 When the employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 20:05.

20:07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

20:08 Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

20:09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 27:10 of this Agreement. The employee shall give the employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

20:10 **Parental Leave**

(a) An employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- (b) A “parent” includes: the natural mother or father of the child; a person with whom the child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The employee shall give the employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by given the employer written notice at least four (4) weeks before the last day of the leave.

- (e) For the purposes of parental leave under Article 20:10 Parental Leave, the provisions under 20:01, 20:04, 20:05, 20:06, 20:07, 20:08 and 20:09 shall also apply.

#### 20.11 **Jury Duty**

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

- (a) notifies the residence immediately on the employee’s notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee’s attendance;
- (c) deposits with the residence the full amount of compensation received excluding mileage, traveling and meal allowance, and an official receipt thereof;
- (d) total payments as outlined above not to exceed thirty (30) working days.

#### 20:12 **Leave of Absence**

The Employer may grant a leave of absence if an employee requests it in writing from the Employer provided the request is received within thirty (30) calendar days, unless agreed otherwise and the granting of the leave does not interfere with the effective and efficient operation of the Residence. Such leave will not be unreasonably denied.

#### 20:13 **Union Leave**

- (a) The Employer shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other union business. The union agrees that, in making requests for leave of absence, that it not unduly affect the proper operations of the Residence.
- (b) Union leaves of absence will be granted according to the following:

- (i) Leaves of absence will not be requested for more than two (2) employees at one time.
- (ii) Leave of absence will not be requested for more than one (1) employee from any department at any one time.
- (iii) The employer shall endeavour to grant leaves in excess of the above. All such requests will be considered and not unreasonably denied.
- (c) Employees on such leave of absence will be paid by the Employer, who will be reimbursed by the Union for the amount paid to the employees.
- (d) For such leave of absence the union must give two (2) weeks clear notice to the Employer unless agreed otherwise.

## ARTICLE 21 – HEALTH AND WELFARE BENEFITS

21:01(1) The Employer agrees, during the term of the Collective Agreement, to contribute on behalf of participating eligible employees who have completed their probation period and in the active employ of the Employer towards the premium coverage and its cost share under the current insurance plans as summarized and set out below subject to their respective terms and conditions including any enrolment requirements. It is understood that the Employer is only responsible to pay the premiums and its cost share.

(2) The Employer may substitute another carrier provided that the level of benefit coverage remains comparable. The Employer will advise the Union of any change in carrier or underwriter at least thirty (30) days prior to implementing a change in carrier.

(3) The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a copy of the Master Policy. In the event there are problems with respect to the insurer acknowledging or honouring any claims is a matter between the employee and the insurer.

(4) **Eligibility**

Employees regularly scheduled 60 hours bi-weekly or more (job posting) shall be eligible, subject to the provisions of the Carrier for life insurance in the amount of \$25,000 with an accidental death and dismemberment rider, and the Employer will pay 100% of the premiums. In addition, such employees will be eligible, subject to the provision of the Carrier to the health and dental benefits. The Employer will pay 100% of the premiums for such coverage.

Employees regularly scheduled less than 60 hours bi-weekly, and equal to or greater than 37.5 hours bi-weekly (job posting) shall be eligible, subject to the provisions of the Carrier for life insurance in the amount of \$15,000 with an accidental death and dismemberment rider, and the Employer will pay 100% of the premiums. In addition, such employees will be eligible, subject to the provision of the Carrier to the health and dental benefits. The Employer will pay

50% of the premiums for such coverage. The premiums shall be deducted from the employee's wages.

Employees regularly scheduled less than 37.5 hours bi-weekly, and equal to or greater than 20 hours bi-weekly (job posting) shall be eligible, subject to the provisions of the Carrier for life insurance in the amount of \$15,000 with an accidental death and dismemberment rider, and the Employer will pay 100% of the premiums.

Employees regularly scheduled less than 20 hours bi-weekly (job posting) shall not be eligible for benefits.

- Reduce the RN/RPN coverage to \$5,000.

#### **Paramedical**

Effective three (3) full pay periods following the date of ratification increase the paramedical coverage from seven hundred dollars (\$700) combined to seven hundred and fifty (\$750) dollars combined.

#### **Vision**

Effective three (3) full pay periods following the date of ratification, increase the vision coverage to \$350/24 months inclusive of eye exam.

### 21:02 **Employer Paid Occupational Accident Insurance**

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

The choice of carriers rests with the employer. In the event that the employer intends on changing the carrier the union will be provided with a minimum of thirty (30) days' notice. The employer agrees to provide benefits as are currently in place at today's date.

Where an employee is absent due to illness or injury that is compensable by occupational accident insurance, the following shall apply:

- (a) The employer shall continue to pay its share of the premiums of any and all health and welfare benefits for a period of twelve (12) months from the date the absence commenced.
- (b) Subsequent to a period referred to in (a) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the employer for each monthly period during the absence. Employees must submit the premiums by the fifteenth (15<sup>th</sup>) of the prior month to the employer or the employer will drop coverage and the employee will not be entitled to insurance coverage until she returns to work.
- (c) An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this Agreement during any absence covered by the occupational accident insurance except where specified otherwise. An employee's absence

during which she receives this compensation shall be considered as time worked only for the purpose of calculating vacation pay, provided the employee returns to work within two (2) years after the injury or illness occurred.

- (d) If the anticipated length of an absence due to a compensable accident is four (4) weeks or more, the employer will post notice of the vacancy in accordance with the job posting procedure in this Agreement. An injured employee shall have a period of two (2) years within which she shall retain seniority; within these two (2) years she shall have the right to return to work, but only if she provides a statement from her doctor indicating to the employer that she has the physical capacity to fully perform her normal function.
- (e) If an employee returns to work within a two (2) year period, she shall regain her former position or its equivalent without loss of seniority or benefits accrued to the date of injury. In such a case, the returning employee will displace the employee with the least seniority in the category to which the former is returning.

## **ARTICLE 22 – WORKPLACE HARASSMENT AND BULLYING**

22:01 The employer and the union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the union or activity or lack of activity on behalf of the union or by reason of exercising her rights under the Collective Agreement.

22:02 There shall be no discrimination on the part of the employer, the union or any employees covered by this Agreement by reason of race, creed, colour, marital status, sex, nationality, ancestry, place or origin, residence, age, political or religious affiliation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

22:03 The union and the employer agree to abide by the *Ontario Human Rights Code*.

### 22:04 **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 circulating 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 is being 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/committeeperson 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 committeeperson 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 designates, 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 Unifor National 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.

## **Bullying**

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

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

22:05 The Union and the Employer will arrange a time to jointly educate the staff with regards to respect, bullying and harassment. The education must be completed within 90 days of ratification.

Further the Employer will invite the union to jointly conduct investigations with any complaint of bullying or harassment.

## **ARTICLE 23 – GENERAL**

23:01 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 cost of printing shall be shared equally by the union and the employer.

23:02 A Union representative shall be given the opportunity of meeting each new employee for fifteen (15) minutes once during the first thirty (30) days of employment at a time and suitable location mutually agreed to by the parties for the purpose of informing such employee of the existence of the Union in the Residence, and presenting such employee with a copy of the Union agreement. The meeting shall be scheduled by the Employer.

## **ARTICLE 24 – ACCIDENT PREVENTION – HEALTH & SAFETY COMMITTEE**

24:01 (1) The employer and the union agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent accidents, injury and illness, and abide by the *Occupational Health and Safety Act* as amended from time to time.

(2) Recognizing its responsibilities under the applicable legislation, the employer agrees to accept as a member of its Accident Prevention-Health and Safety Committee, one (1) representative selected or appointed by the union from amongst bargaining unit employees. The committee shall have equal/balanced representation by both the union and the employer.

(3) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

(4) The employer agrees to cooperate reasonably in providing necessary information to enable the committee to fulfil its functions.

(5) Meetings shall be held every second month 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.

(6) Any representative appointed or selected in accordance with (2.) 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 (1) 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 shall be paid for all time worked at his or her regular rate of pay.

(7) The union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

24:02 All accidents will be investigated and the reports will be made available to the union upon request.

24:03 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his or her regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

24:04 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and shall report to the health and safety committee the results of their inspection. The members of the committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

**24:05 Return to work**

The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work programs as may be set out under the, Company Private Insurance Carrier and the Human Rights Code. The Union agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

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

The Employer agrees that its Early and Safe Return to Work program will include a statement that the Employer will make reasonable effort to provide modified duties.

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

**ARTICLE 25 – BULLETIN BOARDS**

25:01 The employer shall provide staff bulletin boards which shall be placed so that all employees will have access to them and upon which the union shall have the right to post notices of meetings or any other notice pertaining to the union's affairs. The Administrator shall be notified in advance of any posting.

**ARTICLE 26 – LABOUR MANAGEMENT MEETINGS**

26:01 A Labour Management Committee composed of an equal number of representatives of the employer and the union shall meet as required, at a time agreeable to both parties. The committee shall have equal/balanced representation by both parties. An employee who attends such meetings on her day off shall be compensated at her regular rate of pay for time spent in actual attendance at the meeting. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed with shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

A union staff member may attend as a representative of the union. Minutes of each meeting will be prepared and signed by the chairpersons as soon as possible after the

close of the meeting.

## **ARTICLE 27 – SICK CALLS**

27:01 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 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 28 – DEFINITIONS**

### **28:01 Definitions**

“Employee” as used in this Agreement shall mean those persons described in the bargaining unit set forth in Article 3:01 above.

In this Agreement words using the masculine gender include the feminine and neuter, the singular includes the plural and the plural singular, where the text so indicates.

## **ARTICLE 29 – DURATION**

29:01 This Agreement shall become effective on the 1st day of January, 2024 and shall continue in effect until the 31st day of December, 2025 and shall continue in effect thereafter from year to year unless amended through negotiations.

29:02 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 be within fifteen (15) days after filing notice to bargain for an amended Collective Agreement.

## **ARTICLE 30 – RETIREMENT ALLOWANCE**

30:01 Upon ratification, the Employer shall provide each eligible employee the opportunity to contribute to a self-directed RRSP program. The Employer is only required to match eligible employee’s contributions to a maximum of 4%.

30:02 Eligible employees are those who have completed their probation period. It is the responsibility of the employee to complete all enrolment forms and mail them to the Carrier. The Employer and the employee are subject to any and all obligations stipulated by the Carrier and it is understood that such stipulations may change from time to time and the Employer will, as appropriate advise employees of any changes as soon as possible.

30:03 The employee matching contribution to a maximum of 1% shall be deducted each pay period and remitted to the Carrier not later than 30 days following the month in which the contributions were earned. Employees may make additional voluntary contributions and such additional voluntary contributions shall be subject to Carrier and Employer

policy and applicable legislation.

30:04 The definition of applicable wages for purposes of determining contributions to the program shall be the basic straight time wages for all hours worked, including regular holiday pay (excluding holiday premium pay) and vacation pay.

30:05 There are no withdrawals from the plan except for first time home buyers program, lifelong learning or any other provision under legislation or Carrier policy. In the event the employee leaves employment for any reason, she may transfer the funds consistent with the Carrier's policy.

## **ARTICLE 31 – SICK LEAVE**

31:01 Effective July 1, 2015, the following leave shall begin to accumulate.

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 are regularly scheduled at or above 60-hours bi-weekly.

Full-time employees who have completed the probation period shall begin to accumulate 7.5 hours sick leave for every 162.5 hours actually worked to a maximum of thirty (30) hours. In the event an employee is ill and has sick credits available, they shall be compensated at 100% 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. Employees may not use more than thirty (30) hours sick leave in any one calendar year.

31:02 Employees will be allowed to carry over thirty (30) hours of sick leave each year up to a maximum cap of forty-five (45) hours per year.

31:03 Part time employees will have seven and one half (7.5) hours sick leave each year.

## **ARTICLE 32 – WAGES AND CLASSIFICATIONS**

32:01 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.

32:02 The regular pay day for all employees covered by this Agreement shall be Friday on a bi-weekly basis. Normally, pay stubs will be available by 10:00 a.m. Wages are paid by direct deposit into the employee's account at a bank or other financial institution. In the event that Friday is a holiday, the pay day will be the day before.

32:03 Should the Employer make an error on an employee's pay of greater than or equal to a day's pay, the Employer shall correct the error within three (3) business days. Errors of less than a day's pay shall be corrected on the next payroll run.

32:04 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. The Employer will inform the affected employee of an overpayment and make supporting documentation available for the employee's review before recovery is made.

### **ARTICLE 33 – SHIFT PREMIUM**

#### **33:01 Weekend Premium**

Effective three (3) full pay periods following ratification, increase the weekend shift premium to thirty (\$0.30) cents.

#### **33.02 Night Shift Premium**

Employees will receive a night shift premium of fifty (\$0.50) cents for all hours worked that fall between the hours of 2230 hours and 0630 hours.

#### **Afternoon Shift Premium**

Effective three (3) full pay periods following the date of ratification, introduce an afternoon shift premium of twenty (\$0.20) cents for all hours worked that fall between 14:30 pm and 22:30 pm.

It is agreed that if shift start and end times change from the above, the premiums will reflect the new start/end times.

### **ARTICLE 34 - HLDAA**



34:01 The parties agree that this workplace falls under the Hospital Labour Disputes Arbitration Act (HLDAA) and as such, the compulsory arbitration provisions will apply if the parties are not able to freely negotiate a Collective Agreement.

### **ARTICLE 35 – PAID EDUCATION LEAVE**

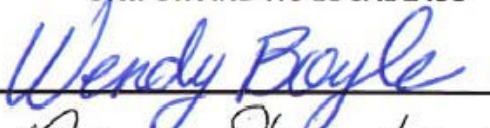


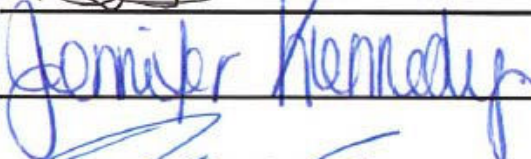

35:01 The Employer will pay a one-time payment of \$500 during the life of this Agreement to the Union towards Paid Education Leave.

DATED AT WINDSOR, ONTARIO THIS 7<sup>th</sup> DAY OF JUNE, 2024.

OAK PARK TERRACE

  
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UNIFOR AND ITS LOCAL 2458

  
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*jh/rs:cope343*



## SCHEDULE "A" – WAGE RATES

### YEAR 1 – Effective January 1<sup>st</sup>, 2024:

- 3.5% GWI all classifications (General wage increases will be calculated on the actual wage received)
- Combine Server, Dishwasher, Prep Cook into the Aide wage grid
- Amend start rates for Cook and RPN

### YEAR 2 – Effective January 1<sup>st</sup>, 2025:

- 3% GWI for all job classes (General wage increases will be calculated on the actual wage received)

See Grid Below:

CLASSIFICATIONS	STEP	Expired	3.50% Jan. 1/24	3.00% Jan. 1/25
<b>Aides/Server/Dishwasher/Prep Cook</b>	Start	16.64	17.22	17.74
	Probation	16.99	17.58	18.11
	1 Year	17.35	17.96	18.50
	2 Year	17.71	18.33	18.88
	3 Year	18.08	18.71	19.27
<b>PSW/HCA</b>	Start	18.80	19.46	20.04
	Probation	19.14	19.81	20.40
	1 Year	19.54	20.22	20.83
	2 Year	19.90	20.60	21.22
	3 Year	20.25	20.96	21.59
<b>Cook</b>	Start	16.64	20.55	21.17
	Probation	20.26	20.97	21.60
	1 Year	20.62	21.34	21.98
	2 Year	20.98	21.71	22.36
	3 Year	21.35	22.10	22.76
<b>RPN</b>	Start	22.21	26.19	26.97
	Probation	25.82	26.72	27.52
	1 Year	26.56	27.49	28.31
	2 Year	26.91	27.85	28.69
	3 Year	27.27	28.22	29.07

**NB:** Students shall receive \$0.25 above the ESA

Retro pay will be paid to all employees currently on the payroll as of December 2023.

Above increases take effect first full pay period following the above dates.

## **Retroactivity**

Increase to the wage schedule shall be retroactive to the dates specified and based on hours worked. Retroactivity shall be paid as soon as possible but, in any event, within sixty (60) days of the board's award or within three (3) full pay periods upon notice of written receipt ratification. Such payments shall be made on a separate cheque or itemized on employee's regular pay cheque. The Employer will notify former employees of their entitlement at their last known address on record with the Employer and they will have thirty (30) days from the date of notice within which to claim retroactivity. Thereafter, the Employer will have no further obligation to make such payments. The Union will be provided with copies of all notices sent to former employee.

### **LETTER OF UNDERSTANDING #1 – RE: PAY EQUITY**

The parties agree that the requirements of the Pay Equity Act 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.

### **LETTER OF UNDERSTANDING #2 – RE: REDUCED SHIFTS AND ARTICLE 19:03(A)**

The parties agree that the current full time employees who work less than ten (10) shifts biweekly will be paid statutory holiday pay using the following formula:

If you work:

- (a) Ten (10) shifts biweekly you divide all hours paid, including vacation pay, in the previous four (4) weeks divided by twenty (20);
- (b) Nine (9) shifts biweekly you divide all hours paid, including vacation pay, in the previous four (4) weeks divided by eighteen (18);
- (c) Eight (8) shifts biweekly you divide all hours paid, including vacation pay, in the previous four (4) weeks divided by sixteen (16).

### **LETTER OF UNDERSTANDING #3 – RE: ARTICLE 17:02**

The employer acknowledges the current practice of providing every other weekend off to part time employees employed with the employer as of date of ratification. The employer's intention is not to change the current practice unless to accommodate the operation needs of the residence. In such case the union will be provided two (2) weeks' notice prior to any change.

### **LETTER OF UNDERSTANDING #4 – RE: ABUSE**

The parties agree that abuse or threatening behaviour is not tolerated. When an employee is faced with abuse or threatening behaviour and it may be necessary for the employee to leave the threatening or abuse or threatening behaviour, she shall notify her immediate supervisor immediately, who will assess the situation and provide direction.

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

The parties agree that employees have the right to leave the Residence 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.

## **LETTER OF UNDERSTANDING #6 – RE: NEW EMPLOYMENT QUALIFICATIONS OR UPGRADES**

In the event the Employer requires an employee to obtain new qualifications, or upgrade existing qualifications, the Employer shall pay the Employee's regularly scheduled hours for time spent in the course and for the cost of the program. It is understood that this requirement does not include re-certifications for conditions of employment, such as RPN re-licensing, RPN education (education to maintain designation or enhance professional qualifications), Food Handlers Course, First Aide, or CPR recertification, etc. In the event the Employee takes the course and subsequently leaves employment within 6 months of completion, the Employee shall refund the full cost of the course prior to the last day of employment.

The Employer will endeavour to maintain its existing practice of providing its current re-certification programs.

Where available the Employer will provide the course at no cost to the Employee and the Employee will attend such course on their time, this includes First Aid/CPR and Food Handlers.

## **LETTER OF UNDERSTANDING #7 – RE: SHIFT GIVEAWAYS**

The Employer may grant one shift giveaway per pay period to a maximum of eight (8) per year with the following criteria:

1. Giveaways will not invoke any overtime provision.
2. Seniority will not determine who gets the giveaways.
3. Giveaways can only be taken one at a time and not combined with vacation and stat days or any type of leave of absence.
4. Giveaways will be tracked by the Employer.
5. The Employer has the right to refuse any giveaways due to scheduling.
6. The Employer and the Union agree that the Employer has final discretion.
7. The Employee requesting the giveaways must find their own replacement.
8. The Employee requesting the giveaways and the Employee accepting the giveaways must sign off prior to the giveaway. They must also have their supervisor sign off.
9. The Employee accepting the giveaway has an obligation to work the shift.

## **LETTER OF UNDERSTANDING #8 – RE: MALPRACTICE INSURANCE**

The Company will pay for Malpractice insurance for RPN's.

## **LETTER OF UNDERSTANDING #9 – RE: WORKING CHRISTMAS AND NEW YEARS**

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

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

## **LETTER OF UNDERSTANDING #10 – RE: WOMEN'S ADVOCATE**

In order to best support someone facing gender-based and/or domestic violence issues and concerns, both parties will commit to develop and establish the unit's position of a Women's Advocate. Whereas, the goal of this representative is to provide non-judgmental support to those who may need assistance. Focusing on providing direction via communications and knowledge of community resources to assist employees based on a secure commitment to confidentiality and overall safety.

## **LETTER OF UNDERSTANDING #11 – AGED 65+ BENEFITS**

Employees who are eligible for benefits under the Collective Agreement and continue to be actively employed past the age of 65 shall be eligible for the following benefits under the same cost sharing basis as an active employee under the age of 65 except as modified below:

### **After age 65:**

- Life insurance as per the entitlement in the Collective Agreement
- Extended Health as per the entitlement in the Collective Agreement
- Vision Care as per the entitlement in the Collective Agreement
- Dental as per the entitlement in the Collective Agreement

### **After age 70:**

- Extended Health as per the entitlement in the Collective Agreement
- Vision Care as per the entitlement in the Collective Agreement
- Dental as per the entitlement in the Collective Agreement

## **LETTER OF UNDERSTANDING #12– MENTAL HEALTH/HEALTH & SAFETY**

The parties agree that a psychologically healthy work environment is a desirable objective for both the Employer and its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental health illness and creating a safe and comfortable workplace environment for everyone.

### **LETTER OF UNDERSTANDING #13– RACIAL JUSTICE ADVOCATE**

The parties are committed to promoting a workplace that is inclusive of diverse communities including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

### **LETTER OF UNDERSTANDING #14– MISSED OVERTIME**

In the event that an opportunity for overtime has been missed due to a canvassing error, the employee will be offered an opportunity to work an overtime shift within two (2) weeks of the date of the missed opportunity.