

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**SUNRISE OF UNIONVILLE  
(the "Employer")**

**-AND-**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA  
(the "Union")**

**Effective: April 1, 2018**

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## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	2
ARTICLE 2 – SCOPE AND RECOGNITION .....	2
ARTICLE 3 – MANAGEMENT RIGHTS .....	2
ARTICLE 4 – DEFINITIONS .....	3
ARTICLE 5 – UNION SECURITY .....	4
ARTICLE 6 – NO STRIKES OR LOCK-OUTS .....	5
ARTICLE 7 – UNION COMMITTEE AND STEWARDS .....	6
ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURES .....	7
ARTICLE 9 – SENIORITY .....	11
ARTICLE 10 – LAYOFF AND RECALL .....	12
ARTICLE 11 – JOB POSTING .....	14
ARTICLE 12 – CONTRACTING OUT .....	16
ARTICLE 13 – PRINTING .....	16
ARTICLE 14 – LEAVE OF ABSENCE .....	17
ARTICLE 15 – HOURS OF WORK .....	20
ARTICLE 16 – PREMIUM PAYMENTS .....	22
ARTICLE 17 – CLOTHING ALLOWANCE .....	23
ARTICLE 18 – HEALTH AND SAFETY .....	24
ARTICLE 19 – PAID HOLIDAYS .....	26
ARTICLE 20 – VACATION .....	27
ARTICLE 21 – HEALTH & WELFARE BENEFITS .....	29
ARTICLE 22 – INJURY & DISABILITY .....	31
ARTICLE 23 – SICK LEAVE .....	32
ARTICLE 24 – COMPENSATION .....	33
ARTICLE 25 – BULLETIN BOARDS .....	34
ARTICLE 26 – PAY DAYS .....	34
ARTICLE 27 – PERSONNEL FILES .....	34
ARTICLE 28 – TERM .....	35
SCHEDULE “A” .....	36
LETTER OF UNDERSTANDING NO. 1 RE: CREDIT CHECK LETTERS .....	38
LETTER OF UNDERSTANDING NO. 2 RE: HEALTH & WELFARE BENEFITS .....	39
LETTER OF UNDERSTANDING NO. 3 RE: CERTAIN EXISTING CONDITIONS .....	40
LETTER OF UNDERSTANDING NO. 4 RE: LIFE ENRICHMENT MANAGERS .....	41

## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Service Employees International Union Local 1, Canada as the bargaining agent of all employees of Sunrise of Unionville employed at 38 Swansea Road, Town of Markham, save and except Co-ordinators, persons above the rank of Co-ordinator, registered and graduate nurses employed in a nursing capacity, and office and clerical staff.
- 2.02 The Employer undertakes that it will not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Persons excluded from the bargaining unit shall not perform duties normally performed by bargaining unit members if such performance directly results in the layoff, as defined in Article 10.02 (a).

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that the management of the Employer's operations and the direction of its team members are vested exclusively with the Employer, except as specifically abridged or modified by this Agreement. Without limiting the generality of the foregoing, it is the exclusive function of the Employer to:
- a) determine and establish standards and procedures for the care of Sunrise's residents, which include the universal and designated models of care, and to maintain and protect the residents' health, welfare, safety and comfort;

- b) maintain order, discipline and efficiency and, in connection therewith, to establish, amend and enforce reasonable policies, rules, procedures and standards of performance to be adhered to by team members provided that they shall not be inconsistent with the provisions of this Agreement;
- c) hire, transfer, lay-off, recall, promote, demote, assign duties to team members;
- d) suspend, discharge or otherwise discipline team members for just cause;
- e) discharge team members who have not successfully completed their probationary at its sole discretion, provided that such discretion shall not be exercised in arbitrary, bad faith or discriminatory manner;
- f) plan, direct, control and supervise team members' work; and
- g) plan, direct and control the operations including but not limited to: determination of the services provided; introduction of new methods, facilities and equipment; control over the amount of supervision; combining or splitting up of departments; establishment of work schedules; the extension, limitation, curtailment or cessation of operations or any part thereof and the increase or reduction in workforce and/or full-time to part-time ratios in any particular area or on the whole.

#### **ARTICLE 4 – DEFINITIONS**

- 4.01 A "team member" is defined as an employee of the Employer subject to this Agreement.
- 4.02 A full-time team member is defined as a team member who is consistently scheduled twenty-five (25) hours or more per week for a thirteen (13) consecutive week period (subject to 4.03 below).
- 4.03 A part-time team member is defined as a team member who is scheduled for less than twenty-five (25) hours or less per week. While a part-time team member may work or be scheduled for more than twenty-five (25) hours in a week on a temporary basis or because of call ins or other unscheduled shifts, this does not change her status to that of a full-time team member for any purpose under this Agreement.

Clarity Note: Part-time team members may work in excess of 1950 hours in any calendar year, however hours worked in excess of 1950 hours will not be used for the accumulation of the team member's seniority for that year.

- 4.04 A probationary team member is defined as a team member who has not successfully completed the probation period as defined in Article 9. The Parties agree that the Employer has the right to discharge a probationary team member at its sole discretion, provided that such discretion shall not be exercised in an arbitrary, bad faith or discriminatory manner.

- 4.05 Seniority for full-time team members is defined as the length of continuous employment with the Employer from the last date of hire. Seniority for part-time team members is defined as the total number of hours worked with the Employer in the bargaining unit from the last date of hire. Seniority shall continue to accrue as provided for by applicable legislation and/or up to a maximum of thirty (30) calendar days while on authorized leaves of absence pursuant to the provisions of this collective agreement.
- 4.06 Service is defined as the length of continuous employment with the Employer from the last date of hire.
- 4.07 Where the feminine pronoun is used in this agreement, it shall mean and include the masculine pronoun where the context so applies.
- 4.08 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

#### **ARTICLE 5 – UNION SECURITY**

- 5.01 The Union and team members shall not engage in Union activities during working hours or on the Employer's premises without the prior authorization of the Executive Director or designate.
- 5.02 a) The Employer and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practiced upon any team member because of membership or non-membership in the Union or participation or non-participation in Union activities all of which is hereby recognized as a voluntary act on the part of the individual concerned.
- b) The Employer and the Union agree to abide by the Ontario *Human Rights Code*.
- 5.03 a) All Team Members who are in the employ of the Employer on the effective date of this Agreement and all new Team Members who enter the employ of the Employer after this Agreement comes into force shall, as a condition of employment, become a member for the Union and be subject to a one time Administration Fee (for newly hired Team Members) and regular monthly Union dues shall be deducted from their wages and remitted to the Union in the amount designated by the Union.
- b) The Employer agrees to forward a list of dues deductions in an electronic format showing the names, current addresses on file, Social Insurance Numbers, hourly rate, hours worked and the amount of dues remitted on behalf of each of the team members for whom deductions have been made. Should the Employer's payroll provider be able to provide team member telephone numbers in the future, that information shall be provided as well.
- c) Deductions shall be made from each pay in accordance with the Union's applicable one time deduction of administrative fees for newly hired team members and dues rates, and forwarded to the Union's office on or before the fifteenth (15<sup>th</sup>) of the

month after the month deductions are made.

The Employer shall also supply the Union with the current address, position, hourly rates of pay, total number of hours worked and other agreed upon relevant information of the team members with the first dues deduction.

The Employer further agrees to provide the Union with the team members' changed addresses with each dues remittance.

- 5.04 a) Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last of the same month in which the deductions are made, where practicable.
- b) Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while a team member is off on any leaves under this Agreement.
- 5.05 a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- b) The Employer will provide each employee with a T4 slip showing the annual union dues paid by that employee for the year previous.
- 5.06 The Employer will make arrangements once a month for a Union Steward to meet with new team members to attend voluntary meetings for the purpose of informing them of the existence of the Union in the Community. The Employer shall advise the Union monthly of the names of new team members and a mutually agreeable time and place on the Employer's premises designated for such meetings, the duration of which shall not exceed fifteen (15) minutes per month.

#### 5.07 Employment of Disabled Workers

The Union and the Employer acknowledge their obligations to accommodate team members pursuant to the provisions of the Ontario *Human Rights Code*, 1990 and agree that this Agreement will be interpreted in such a way as to permit those obligations to be discharged.

The Union and the Employer agree to abide with the *Human Rights Code*.

### **ARTICLE 6 – NO STRIKES OR LOCK-OUTS**

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario *Labour Relations Act*, 1995.
- 6.02 Without limiting the Employer's general right to discipline team members for just cause, the Parties agree that team members who instigate or take part in any strike, work stoppage or slowdown, as defined in 6.01, on the Employer's premises, during

the term of this Agreement may be subject to discipline up to and including their discharge

## **ARTICLE 7 – UNION COMMITTEE AND STEWARDS**

- 7.01 The Parties agree that the Union and the team members have the right to elect or otherwise select a negotiating committee consisting of three (3) representatives. All members of the negotiation committee shall be team members who have successfully completed their probationary period. The Employer shall pay the wages of up to a maximum of two (2) team members for time spent in direct negotiations (up to and including conciliation) with the Employer during their scheduled working hours provided that the Union shall reimburse the Employer 50% of such wages upon receiving from the Employer an invoice therefore.
- 7.02 The Employer will recognize three (3) Union Stewards elected or otherwise selected by the Union, one (1) of whom shall be the Chief Steward. Not more than one (1) Union Steward shall meet with not more than one (1) representative of the Employer at any one time unless the Employer and the Union mutually agree otherwise. The Employer and the Union agree to advise each other of the names of their respective representatives and agree to notify each other of any changes from time to time. All stewards shall be team members who have successfully completed their probationary period.
- 7.03 a) The Union acknowledges that stewards must continue to perform their regular duties and must not allow their steward duties to interfere with the Employer's universal care model and resident-focused care. Therefore, so far as possible all activities of the stewards shall be carried on outside the steward's working hours, unless otherwise mutually arranged between the Employer and the Union.
- b) It is acknowledged that it may be necessary for a steward to carry out her duties during working hours. In these situations, the steward will first obtain the Department Co-ordinator's or Executive Director's or designate's permission before leaving her work area and undertaking Union business. When such Union business has been completed, the steward will advise the Department Co-ordinator or Executive Director or designate as applicable. Such permission will not be unreasonably withheld.
- c) Union and team members shall not hold meetings at any time on the Employer's premises without the express authorization of the Executive Director or designate. Such authorization will not be unreasonably withheld.
- 7.04 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply:

Two (2) representatives of each party shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing, wherever possible at least ten (10) working days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will be those the parties deem appropriate.

A Union staff member may attend as a representative of the Union. Meetings may be held quarterly unless otherwise agreed.

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

### **8.01 Complaints and Grievances**

- a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any team member or the Union relating to the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether the matter is arbitrable.
- b) The discharge of a probationary team member may only be rescinded if the discharge was made in an arbitrary manner, in bad faith or in a discriminatory manner.
- c) It is the mutual desire of the parties hereto that complaints of team member(s), the Union, and the Employer shall be adjusted as equitably as possible, and it is understood that a team member has no grievance until she has first given her Department Co-ordinator an opportunity to address her complaint.

### **8.02 a) All complaints and grievances shall be taken up in the following manner:**

#### **Step No. 1**

A team member having a question or complaint shall refer it to her Department Co-ordinator or designate within seven (7) working days of the actual occurrence leading to the question or complaint, unless it was impossible to refer it within this time limit. At this stage, the team member may be accompanied by a Union Steward, if she so desires. The Department Co-ordinator or designate shall reply to the team member giving the answer to the complaint or question within seven (7) working days from date of submission.

#### **b) Step No. 2**

If the grievance is not settled at Step No. 1, the grievance may be submitted in writing to the Executive Director or designate within seven (7) working days of the receipt of the Department Co-ordinator or designate's reply at Step No. 1. The Employer, the team member and the SEIU Staff Representative may mutually agree to meet and discuss the grievance. The Regional Director of Operations may



participate in this meeting at the Employer's discretion. The Executive Director or designate shall provide her reply to the team member and the Union in writing seven (7) working days of the receipt of the written grievance or the meeting, whichever is later. The team member shall have the assistance of a Union Steward, if she so desires.

- 8.03 The time limits contained in this Article are mandatory and may only be extended by mutual agreement of the Employer and the Union in writing.
- 8.04 In determining the time within which any action is to be taken or completed under the terms of this Agreement, where stated as 'working days' such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 8.05 A team member may require the presence of a Union steward in person or by telephone as a witness at any meeting when the team member is being issued discipline. Stewards undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when a Union steward is entirely unavailable, the team member shall have the right to the presence of another team member of the team member's choice who is working on the current shift. If no meeting takes place, copies of all correspondence with the team member will be given to the Union.

In the event a steward or alternate is not available and the Employer determines that it is necessary to immediately remove the team member from the workplace, the Employer will endeavour to schedule a meeting with the team member and a Union steward as soon as practical thereafter.

Notwithstanding the foregoing in the conduct of an investigation into an incident, including interviews of team members, the Employer has the right to conduct such investigation without the presence of the steward.

8.06 Discharge Grievance

- a) In the event a probationary team member is discharged from employment and the team member feels that she had been discharged in an arbitrary manner, in bad faith or in a discriminatory manner, the case may be taken up as a grievance.
- b) All such grievances shall be submitted to the Executive Director or designate in writing in accordance with Step No. 2 of the Grievance Procedure set out in this Article within five (5) working days of the date on which the Employer notifies the team member of her discharge in writing.

8.07 Employer's Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union at Step No. 2 of the Grievance procedure by forwarding a written statement of grievance to the Union within ten (10) working days after the actual occurrence leading to the question or complaint, unless it was impossible to refer it within this time limit. The Union shall

give its reply in writing within ten (10) working days after the receipt of the grievance. Failing settlement, the grievance may be referred to arbitration by the Employer in accordance with the procedure set out in Article 8.11 within fifteen (15) working days of the receipt of the Union's reply.

#### 8.08 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step No. 2 of the grievance procedure, providing that it is presented within ten (10) working days of the actual occurrence leading to the question or complaint, unless it was impossible to refer it within this time limit. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting a team member or team members which such team member or team members could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

#### 8.09 Group Grievance

Where a number of team members have similar grievances and each team member would be entitled to grieve separately, they may present a group grievance identifying each team member who is grieving to the Executive Director or designate within ten (10) working days of the actual occurrence leading to the question or complaint, unless it was impossible to refer it within this time limit. The grievance initiated at Step No. 2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

#### 8.10 Grievance Mediation

- a) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure. Either party may submit a grievance to Grievance Mediation at any time within fifteen (15) working days after the Area Manager or designate's decision at Step No. 2 of the grievance procedure.
- b) Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- c) Grievance Mediation may commence within twenty-one (21) working days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- d) The parties shall agree on a mediator.
- e) Proceedings before the Mediator shall be informal.
- f) In order to promote open dialogue, the parties to the collective agreement agree that neither will make reference to the other's comments and/or positions taken within the grievance mediation process at arbitration.
- g) If possible, an agreed statement of facts will be provided to the Mediator, and if

possible, in advance of the Grievance Mediation Meeting.

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

#### 8.11 Arbitration Procedure

- a) If the reply of the Executive Director or designate is not satisfactory to the Union, the matter may then be submitted to arbitration and the following rules governing arbitration shall apply.

The notification of arbitration shall be made within fifteen (15) calendar days after Step No. 2 is completed in accordance with the procedure set out in Article 8.11.

If no written request for arbitration is received within fifteen (15) calendar days of the Union's receipt of the Regional Director of Operations or designate's reply at Step No. 2 the grievance shall be deemed to have been abandoned and the same circumstances shall not be the subject matter of another grievance.

#### 8.12 Arbitration Process:

- a) No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedure. When either Party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement within the time limits set out in this Article.  
The Party referring the matter to arbitration shall provide the names of three (3) Arbitrators. If none of the three (3) is chosen, then the other party shall, within ten (10) working days, provide a list of three (3) different names for consideration. This process may be repeated one further pass each if a name is not selected. If no name is selected, or a party does not provide its list within the time set out herein, either party may ask the Minister of Labour to make an appointment.
- b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned unless the Parties mutually agree.
- c) Each of the parties will share equally the expenses, if any, of the Arbitrator.
- d) The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- e) The decision of the Arbitrator and all agreements reached under the Grievance and Arbitration procedures between the Employer and the Union and/or their respective representatives shall be final and binding upon the Employer, the Union

and the team member(s) involved. Any grievance which has been disposed of under the Grievance and/or Arbitration procedures shall not be made the subject of another grievance.

## **ARTICLE 9 – SENIORITY**

### **9.01 Effect of Absence**

Seniority for purposes of promotion, demotion, transfer and layoff and service for the purposes of salary increment, vacation entitlement, sick leave accrual and any other benefits under provisions of this Agreement or elsewhere shall not accrue during an unpaid leave of absence except where otherwise required by law or as specifically stated in this collective agreement. The benefits concerned shall be reduced on a pro rata basis and the team member's anniversary date adjusted accordingly.

### **9.02 Probationary Period**

A newly hired team member shall be a probationary team member and has no seniority rights until she has successfully completed ninety (90) working days or 450 worked hours, whichever occurs first.

9.03 In promotions, transfers and staff reductions, the Employer will consider team members' qualifications including but not limited to skill, ability, experience and reliability to perform the work required without training, other than orientation. Where, in the Employer's discretion (which shall be exercised reasonably), the above-noted factors are relatively equal, seniority shall be the determining factor. The Employer agrees that its assessment of team members' qualifications will not be made arbitrarily, in bad faith or in a discriminatory manner.

### **9.04 Seniority Lists**

- a) The Employer shall supply to the Union two (2) separate seniority lists, one for part-time and one for full-time team members, in January and July of each year. Such seniority lists shall show the team members' names, positions and their seniority status and starting dates.
- b) The Employer shall post one (1) copy of the seniority lists in the Community in January and July of each year. If a team member does not challenge her information contained in the seniority lists within fifteen (15) calendar days from the date of the posting of the list or fifteen calendar days from the date she first had access to the list, such information shall be deemed to be correct and shall not be challenged by the team member or the Union thereafter. Employees on an approved leave of absence shall have sixty (60) days from the date of posting to challenge their position on the seniority list. The Employer will mail a copy of the seniority list to all team members on an extended leave, defined as the team member having been on leave for more than sixty (60) days.

- d) Conversion from part-time to full-time seniority shall be done using the employee's most recent hire date.

#### 9.05 Loss of Seniority

A team member shall lose all seniority and her employment shall be deemed to be terminated if she:

- a) voluntarily resigns;
- b) retires;
- c) is discharged for just cause and not reinstated through the grievance and/or arbitration procedure(s);
- d) is absent from work and not been offered or accepted a recall for more than eighteen (18) months by reason of lay off;
- e) is absent from work without a reasonable excuse for more than three (3) consecutive scheduled shifts;
- f) engages in gainful employment while on an approved leave of absence, unless prior permission was given by the Employer in writing;
- g) fails to notify the Employer of her intention to return to work within seventy-two (72) hours of being notified by the Employer of recall or fails to return to work on the date and at the time specified in the notification of recall.
- h) It is the team member's sole responsibility to provide written notification of any change in address or phone number to the Employer. Any messages sent to a team member by telephone or by mail to the team member's address in her personnel file shall be deemed to have been received by the team member.

- 9.06 The Employer will notify a team member one (1) month prior to when her benefits will cease. However the Parties agree that an administrative oversight in this regard does not render the Employer liable for the continuation of such benefits.

### **ARTICLE 10 – LAYOFF AND RECALL**

#### 10.01 Layoff Notice

In the event of a proposed layoff of a permanent or long-term nature (i.e. more than thirteen weeks), Sunrise shall provide the affected team members with notice according to the Ontario *Employment Standards Act, 2000*.

- 10.02 a) A layoff is defined as a reduction in excess of twenty-five percent (25%) of the regular two (2) week gross earnings of a team member.

- b) In the event of lay-off, the Employer shall first lay-off team members in the reverse order of their seniority within their classification, provided that there remain on the job team members who have the skills to perform the work.
- c) A team member who receives layoff notice shall have the right to elect one of the following:
  - (i) accept the layoff;
  - (ii) displace the most junior team member with less bargaining unit seniority in a lower or identical paying position within the bargaining unit, provided that the displacing team member is qualified and is able to perform the duties of the job without training. The team member displaced shall then be laid off.

Where a team member who receives layoff notice elects to displace another team member but there are no team members who meet the criteria set out in (ii) above, the team member shall be laid off.

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

#### 10.03 Recall Rights

- a) The job posting procedures as set out in Article 11 of this Agreement will continue to apply.

Laid off team members will have the same rights under Article 11 of this Agreement as all other team members except as otherwise specified in this Agreement.

In the event that a laid off team member is the successful candidate of a permanent vacancy to a position other than the original position from which she was laid off, she shall maintain her recall rights to her original position for the balance of the recall period as set out in this Article. In the event that a laid off team member is the successful candidate of a temporary vacancy, she shall revert to laid off status following the completion of the temporary vacancy for the balance of her recall period as set out in this Article.

- b) If a job vacancy remains unfilled following the completion of the job posting procedures under Article 11 of this Agreement, the Employer may offer laid off team members the opportunity to recall to such a job vacancy in order of seniority, provided that the team member is qualified and is able to perform the duties of the job without training. The Employer agrees that its assessment of team members' qualifications will not be made in bad faith, arbitrarily or in a discriminatory manner.
- c) It is the sole responsibility of the team member who has been laid off to notify the Employer of her intention to return to work within seventy-two (72) hours after the

receipt of notification of recall by registered mail, addressed to the last address on record with the Employer and return to work on the date and at the time specified in the notification. The notification of recall shall state the job to which the team member is eligible to be recalled and the date and time at which the team member shall report for work. The team member is solely responsible for his proper address being on record with the Employer.

- d) A laid off team member shall retain (but not accrue) seniority and rights of recall for a period of twenty-four (24) months.

#### 10.04 Benefits on Layoff

In the event of a lay off, provided the team member deposits with the Employer her share of group benefit plan premium for each succeeding month, the Employer shall pay its share of the group benefit plan premium for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off team member is employed elsewhere, whichever comes first.

#### 10.05 Severance Pay

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

### **ARTICLE 11 – JOB POSTING**

- 11.01 Subject to Article 11.06 of this Agreement, in the event that new jobs are created or vacancies occur in existing job positions including new positions created for a specific term or task, and the Employer desires to fill such jobs or vacancies, the Employer will post such new jobs or vacancies for a period of ten (10) working days. Such postings will set out, for information purposes, the start date of the position, qualifications, classification and department concerned.

The Employer agrees to provide a Union Steward with a copy of each job posting. The Parties agree that an administrative oversight in this regard does not void the job posting.

Any team member within the bargaining unit may apply to such job posting until 10:00 a.m. on the day following the removal of the job posting. In the event that there are no applicants from within the bargaining unit who have completed their probationary period the Employer agrees to consider applicants who are probationary team members prior to hiring outside of the bargaining unit.

- 11.02 The Employer shall notify the successful applicant in writing.

- 11.03 No external applications shall be considered until the internal process has been exhausted.

Until the vacancy is filled pursuant to Article 11.01 of this Agreement and during the

posting period and the consideration of applicants, the Employer is free to fill the vacancy with team members within the bargaining unit as it sees fit on a temporary basis not to exceed 60 calendar days.

11.04 In promotions, transfers and staff reductions, the Employer will consider team members' qualifications including but not limited to skill, ability, experience and reliability to perform the work required without training other than orientation. Where in the Employer's opinion the above-noted factors are relatively equal, seniority shall be the determining factor. The Employer agrees that its assessment of team members' qualifications will not be made in bad faith, arbitrarily or in a discriminatory manner.

11.05 The successful applicant of the job posting process set out in Article 11.01 of this Agreement shall be placed on trial in the new position for a period of seventy-five (75) working days or three hundred and seventy five (375) working hours. The trial period may be extended by mutual agreement for up to an additional thirty (30) working days or one hundred and fifty (150) working hours. Such trial promotion or transfer shall become permanent after the trial period unless prior to its expiry:

- (i) the team member feels that she is not suitable for the position, and exercises her right to return to her former position; or
- (ii) the Employer feels that the team member is not suitable for the position, and exercises its right to require the team member to return to her former position.

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return a team member to her former position and the team member no longer has the right to return to her former position.

In the event of (i) above, the team member shall be precluded from applying for any new vacancy for a period of three (3) calendar months. Only the original vacancy shall be posted, and all vacancies which may occur as a result of having filled the original vacancy shall be filled at the Employer's discretion.

In the event of either (i) or (ii) above, the team member shall return to her former position and salary without loss of seniority, any other team member promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

11.06 a) Where vacancies are posted for full-time positions and no full-time applicants are successful in obtaining the posted positions, applications submitted for such posting from part-time team members shall be considered prior to consideration of persons not employed by the Employer.

In the event that one or more team members apply, the Employer will consider team members' qualifications including but not limited to skill, ability, experience and reliability to perform the work required without training. Where in the Employer's opinion the above-noted factors are relatively equal, seniority shall be the determining factor. The Employer agrees that its assessment of team members' qualifications will not be made in bad faith, arbitrarily or in a



discriminatory manner.

- b) Where vacancies are posted for part-time positions and no full-time or part-time applicants are successful in obtaining the posted positions, the Employer may consider applicants not employed by the Employer.

For the purposes of part-time job postings, full-time seniority shall be converted into hours to determine the seniority of the full-time applicant.

- c) When a team member is reclassified from the full-time to part-time, seniority in terms of days and years accumulated as a full-time team member shall be converted to seniority in terms of one (1) year equals 1950 hours paid. A team member whose status is changed from part-time to full-time shall receive credit for her full seniority on the basis of one (1) year of seniority for each 1950 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of reclassification.

11.07 It is understood that the Employer may elect to fill a part-time vacancy by expanding the hours of work of existing team members instead of using the process set out in Article 11.01 of this Agreement.

#### 11.08 Temporary Vacancies

A temporary vacancy is defined as a vacancy which arises due to a team member's absence.

Any temporary vacancy with an anticipated duration of eight (8) weeks or more will be posted. Part-time team members shall be given the first opportunity to fill temporary vacancies. The Employer will outline to the team member selected to fill the vacancy the anticipated conditions and duration of such vacancy.

#### Temporary Transfer

When a team member works a shift in a higher rated classification than his or her own, they shall be paid at the rate of the higher classification applicable for their years of service, for all hours worked in the higher classification.

### **ARTICLE 12 – CONTRACTING OUT**

12.01 The Employer shall not contract out work usually performed by members of the bargaining unit if such contracting out results in the layoff of any team members covered by this Agreement.

### **ARTICLE 13 – PRINTING**

13.01 The Employer shall pay the cost of printing of the collective agreements.

## **ARTICLE 14 – LEAVE OF ABSENCE**

14.01 The Executive Director or designate may grant, at her discretion, a request for a leave of absence without pay for extenuating personal reasons, provided that she receives at least one (1) month's notice in writing unless it is impossible to do so, and that such leave may be arranged without undue inconvenience to the efficient operations of the Community. A team member requesting a leave of absence must indicate the date of departure and specify the date of return at the time of her request. If a leave of absence is granted, the team member shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the team member must have completed a minimum of six (6) months of employment with the Employer and it is expressly understood no benefit except as otherwise provided in this Agreement shall accrue to or be paid to any team member on leave of absence.

### **14.02 Pregnancy and Parental Leave**

Pregnancy and Parental leaves will be granted in accordance with the Ontario *Employment Standards Act, 2000*.

14.03 At the end of a leave referred to in Article 15.02, upon request a full-time team member shall be reinstated to the position the team member most recently held with the Employer, if it still exists, or to a comparable position, if it does not, as required by the Ontario *Employment Standards Act*.

14.04 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 team member 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.

### **14.05 Union Leave**

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

- (i) the Employer shall not consider such leave requests unless they are made in writing at least three (3) weeks prior to the commencement of the leave;
- (ii) leaves of absence will not be requested for more than four (4) team members in any calendar year;
- (iii) no team member will be granted more than four (4) leaves of absence in any calendar year;

(iv) leaves of absence will not be requested for more than one (1) team member from any department at any one time;

(v) no single leave of absence will exceed sixty (60) consecutive working days; and

(vi) the cumulative leave of absence under this Article will not exceed one hundred (100) days in any calendar year.

- b) Team members will be maintained on regular pay and benefits (including pension but not including any sick leave and LTD if applicable) to the extent permitted by the insurer, and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT or its equivalent, EI, CPP), Pension and Health and Welfare premiums for the duration of the leave. For clarity, for leaves which are less than thirty (30) days in duration, the Union's reimbursement will not include Health and Welfare premiums, but the team member remains irresponsible for their share of any such premiums.

For purposes of clarity, the Employer is not responsible for providing payment in lieu of benefits while an employee is on a union leave.

Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence without pay by a team member elected or appointed to a full-time Union office. It is understood that not more than one (1) team member in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. The team member's seniority as of her last active date shall resume upon her return to the bargaining unit.

#### 14.06 Bereavement Leave

- a) In the event of a death in a team member's immediate family, she shall receive up to four (4) consecutive working days of paid leave. Immediate family includes parent, child, grandparent, grandchild, sibling, mother/father-in-law, brother-in-law, sister-in-law, spouse (including same sex spouse) and guardian. Team members shall submit a notification for payroll purposes. Leave of one (1) day shall be granted in the event of the death of a team member's aunt or uncle.
- b) The Employer reserves the right to request reasonable proof in support of a request for bereavement leave.

#### 14.07 Jury Duty

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

Full-time team members will be paid the difference between straight time earned at the Community and the jury duty pay from the earnings document from the government which team members must give to the Executive Director as a guide to settle their account for payroll purposes. If a part-time team member is summoned for jury duty, her employment status will not be affected.

If a team member is called to serve, she must notify her department manager immediately. She is also required to provide a copy of the jury duty notification to her department manager.

Should the team member be excused from jury duty during her regular work week, it is expected that she will report to work.

During paid jury duty service, team members' benefits will remain in force.

#### 14.08 Educational Leave

- a) If a team member is required by the Employer to take a specific educational course, a team member shall be entitled to leave of absence with pay and without loss of seniority and benefits for that purpose.
- b) Where team members are required by the Employer to take educational upgrades or acquire new employment qualifications, the Employer shall pay the full cost associated with the upgrades.
- c) The Executive Director or designate may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Community. Team members, when applying, must indicate the date of departure and specific date of return.

- 14.09 A team member who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of her elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence without pay to comply with their duties.

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

#### 14.10 Personal Emergency Leave

All team members who meet eligibility requirements for Personal Emergency Leave under the *Employment Standards Act* shall be provided with such leave in accordance with the Act. Any form of leave granted under this Agreement which would qualify as Emergency Leave under the *Employment Standards Act* shall be counted toward both leave entitlements.

#### 14.11 Family Medical Leave

All team members who meet eligibility requirements for Family Medical Leave as per the *Employment Standards Act* shall be provided with such leave in accordance with the Act.

### **ARTICLE 15 – HOURS OF WORK**

15.01 The Employer offers flexible hours, which are designed to meet the needs of our Residents. The parties therefore agree to maintain the current practice with respect to hours of work and payment of overtime. A scheduled shift shall be no more than eight (8) hours inclusive of a thirty minute unpaid meal break if applicable.

#### 15.02 Work Schedule

- a) The following regulations shall govern the scheduling of hours of team members in the bargaining unit. Shift schedules shall be arranged so that:
  - (i) Team members are not scheduled to work more than six (6) consecutive days;
  - (ii) Full-time team members shall receive every other weekend off.
  - (iii) This scheduling provision does not apply when team members mutually agree to exchange shifts with the Employer's written permission or when a team member accepts or makes a written request for shifts or when a team member accepts or requests a shift at her own discretion with the Employer's written permission.
  - (iv) During the changeover from daylight Savings Time to Eastern Standard Time, or vice-versa, an Employee shall be paid for actual hours worked.
- b) Shift schedules covering a two (2) week period shall be posted one (1) week in advance of their commencement. Team member requests for specific days off will be submitted to the Department Co-ordinator one (1) week in advance of posting.
- c) The Employer agrees to give a team member a period of at least eleven (11) consecutive hours free from performing work in each day, as required by the Ontario *Employment Standards Act*, but the aforementioned does not preclude a team member from being called in during a period in which the team member would not otherwise be expected to perform work for the Employer.
- d) The employer shall schedule a team member a period free from the performance of work equal to:
  - (i) at least 24 consecutive hours in every work week; or
  - (ii) at least 48 consecutive hours in every period of two consecutive work weeks.

as required by the Ontario *Employment Standards Act*.

- e) There shall be no mandatory split shifts.
- f) Where hours become available that are either unanticipated or cannot be worked by the employee scheduled to work them (where overtime, call in or otherwise) they will be offered among the team members coded to perform the available work in the following order:
  - i) to full time team members whose primary job code reflects the hours available and who would not trigger any additional, overtime or premium costs, in seniority order;
  - ii) to part time team members whose primary job code reflects the hours available and who would not trigger any additional, overtime or premium costs, in seniority order;
  - iii) to full time team members whose secondary job code reflects the hours available and who would not trigger any additional, overtime or premium costs, in seniority order;
  - iv) to part time team members whose secondary job code reflects the hours available and who would not trigger any additional, overtime or premium costs, in seniority order;
  - v) to full time team members whose primary job code reflects the hours available provided the hours available would not cause them to exceed the permissible hours of work under the ESA, on a seniority basis; and
  - vi) to part time team members whose primary job code reflects the hours available provided the hours available would not cause them to exceed the permissible hours of work under the ESA, on a seniority basis.

Notwithstanding anything else in this agreement, should hours not be filled following exhaustion of this process, the employer shall be permitted to use temporary agency staff which shall not fall within the terms of this agreement.

### 15.03 Lunch or Meal Periods

- a) All scheduled shifts that exceed 5 hours shall be entitled to a minimum of one half hour unpaid meal period.
- b) Lunch or meal periods shall be permitted, and will be uninterrupted, subject to the requirements of Resident care and in the cases of emergency. In the event that a team member is recalled to duty during her mealtime, she shall be paid her regular rate for the duration of the lunch or meal period.
- c) The Employer shall provide meals at a reasonable price to team members. The price of such meals shall be set at the Employer's discretion.

#### 15.04 Relief Periods

Team members who are scheduled to work:

- (i) five and one-half (5 ½) hours or less shall be entitled to one paid fifteen (15) minute relief period;
- (ii) more than a five and one-half (5 ½) hour shift shall be entitled two paid fifteen (15) minute relief periods.

Such periods to be scheduled at the discretion of the Employer.

### **ARTICLE 16 – PREMIUM PAYMENTS**

#### 16.01 Overtime

- a) Work actually performed in excess of forty (40) hours weekly, shall be counted as overtime work and the team member shall be paid at the rate of time and one-half times (1 ½) her regular hourly rate of pay.
- b) Team members are expected to work the shifts they are scheduled. However, the Employer may approve exchange of shifts between team members from time to time. If such exchange of shifts is approved it shall be in writing (dated and signed by the respective team members and the Employer) prior to the exchange and the team members exchanging shifts must be immediately qualified and able to perform the work.
- c) Overtime premiums will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.
- d) All overtime work must be authorized by the team member's Coordinator in advance.
- e) Team members who work in more than one (1) Sunrise Community, her hours worked shall be combined for the purposes of determining whether she is entitled to overtime under this Article.
- f) Team members who work overtime will not be required to take time off in regular hours to make up for overtime worked.

#### 16.02 Minimum Reporting Allowance

For hourly Team Members who report to work on time for a regularly scheduled shift, without prior notification by the Employer, that has been scheduled for more than three (3) hours and are physically able to perform your job, but are sent home because of insufficient work load, will be entitled to the greater of four (4) hours pay or the actual number of hours worked at her regular hourly rate. However, if she requests to leave

before completion of her shift, or refuse available alternative duties, she will be paid only for hours actually worked.

If a team member is called in for a mandatory meeting on a scheduled day off, she will be paid at her regular hourly rate for a minimum of four (4) hours.

Minimum Reporting Allowance does not apply where work cannot be provided due to fire, power failure, storms, or similar causes beyond the control of the Employer resulting in the stoppage of work.

#### 16.03 Call-Back

In the event that team members are called back to work after leaving the Employer premises upon completion of their shift, such team members shall receive a minimum of four (4) hours' pay at their regular hourly rate of pay. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

#### 16.04 Call-In

- a) "Call In" shall mean the calling in to work at the Employer's request of a team member on an assigned day off as per the posted schedule.
- b) If the team member reports for work within one (1) hour of the request for call in then the Employer will guarantee a minimum of four (4) hours work.

#### 16.05 Night Shift Premium

All team members shall receive a shift premium of \$0.25 (twenty-five cents) for any hour they work on a Night Shift. Night Shift shall be all hours worked by a team member between 10:00 p.m. and 6:30 a.m.

Clarity Notes:

1. If the Employer requires a team member to work for one hour or more past the end of their shift and that results in that team member working an hour or more into the Night Shift, they shall be paid the Night Shift premium for the hour or more worked past the end of their shift which hour or more would otherwise qualify for Night Shift premium. The same principle applies to being called in early for a shift for more than an hour.
2. Subject to (1) above, team members whose shifts commence at 6:00 a.m. or end at 10:30 p.m. shall not receive the shift premium.

### **ARTICLE 17 – CLOTHING ALLOWANCE**

17.01 The Employer agrees to provide each team member with two (2) collared shirts upon hire, and thereafter four (4) collared shirts annually within the calendar quarter within



which the team member's anniversary date falls.

## **ARTICLE 18 – HEALTH AND SAFETY**

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

18.02 A Joint Health and Safety Committee shall be constituted with representation of at least half by team members from the various departments. The Committee shall identify potential dangers; recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The Committee shall normally meet at least once every two (2) months.

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

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

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

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

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

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

18.04 The Union will use its best efforts to obtain the full cooperation of the team members in the compliance of all of the Employer's safety rules and practices.

18.05 The Employer will use its best efforts to make all affected team members aware of Residents who have serious infectious diseases. The nature of the disease need not be disclosed. Team members shall be informed of special procedures and supplied with all necessary equipment required to deal with these circumstances. The parties agree that all team members shall be aware of the requirement to practice universal precautions in all circumstances.

18.06 The Employer shall:

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

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

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

18.07 A team member shall:

- a) Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- b) Use or wear the equipment, protective devices or clothing that the team member's Employer requires be using or wearing;
- c) Report to her Employer the absence of or defect in any equipment or protective device of which the team member is aware and which may endanger herself or another team member; and
- d) Report to her Employer any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which she knows.

18.08 Injured Team Members

At the time an injury occurs, the injured team member's Employer shall provide transportation for the team member (if the team member requires it) to a hospital or a physician located within a reasonable distance. The Employer shall pay for the transportation.

- 18.09 The Employer will use its best efforts to record and report all needlesticks and sharps incidents.
- 18.10 The Joint Health and Safety Committee and the representatives thereof shall have access to an annual report setting out the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries. It is understood that no information will be provided to the Committee that is confidential.
- 18.11 The Employer and the Union acknowledge the shared benefits to the Employer, Union and team members of the early and safe return to work of a team member who has been absent due to a workplace injury and commit to complying with their respective obligations in this regard.

## **ARTICLE 19 – PAID HOLIDAYS**

### 19.01 a) Paid Holidays

The following days shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	Family Day
	Float Day (as described below)

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

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

#### Float Day

The anniversary date of an Employee's employment shall be a float day.

The Float Day may be taken on the anniversary day or on an alternate day with the agreement of the Employer. The agreement should be made prior to the anniversary date.

- b) For clarification purposes of when a Paid Holiday begins and ends the first shift of the day shall be the shift where majority of hours are completed by eight (8:00) a.m.

c) Subject to Article 20.02 of this Agreement, where a team member is scheduled to work on any of the above mentioned paid holidays by mutual agreement with the Employer, the team member will receive time-and-one-half (1 ½) pay for the hours worked on the paid holiday, plus the option of either:

(i) pay at her regular rate of pay for all hours worked on the paid holiday; or

(ii) a day off with pay at her regular rate of pay within forty five (45) days following the paid holiday.

19.02 In order to be entitled to payments for paid holidays not worked, a team member must work her full scheduled day before and her full scheduled day after the holiday.

19.03 Any team member scheduled to work on a paid holiday but fails to report for work shall forfeit her holiday pay. If the absence is due to illness verified by a medical doctor's certificate satisfactory to the Employer, the team member will receive holiday pay as required by the Ontario *Employment Standards Act*.

19.04 Subject to Article 20.02 of this Agreement, if any of the above mentioned paid holidays occurs on a team member's regular day off or during her vacation period, the team member shall have the option of the option of receiving either:

(i) an additional day's pay at her regular rate of pay; or

(ii) a day off with pay at her regular rate of pay within forty five (45) days following the paid holiday.

## **ARTICLE 20 – VACATION**

20.01 a) The Vacation Calendar year shall be from May 1 to April 30 of each year of the collective agreement. The Parties agree that during the transition to this new vacation schedule, no team member will suffer a loss of an accrued vacation entitlement.

All team members shall be entitled to vacation with pay based on the length of continuous service as of their anniversary date, in accordance with the following:

b) Team members, who have successfully completed their probationary period, shall be credited with one (1) day per month of earned vacation entitlement and shall continue to earn one (1) day per month to a maximum of ten (10) days per year during their first year of employment. Team members, upon the completion of their probationary period may take vacation credits accrued.

c) Team members who have completed fewer than three (3) years of continuous service shall accrue two (2) weeks' vacation per year, to be taken as the vacation is accrued.

- d) Team members who have completed three (3) years of continuous service shall accrue three (3) weeks' vacation, to be taken as the vacation is accrued.
- e) Team members who have completed four (4) years of continuous service shall accrue four (4) weeks' vacation, to be taken as the vacation is accrued.
- f) Team members who have completed five (5) or more years of continuous service shall accrue five (5) weeks' vacation per year, to be taken as the vacation is accrued.
- g) Vacation pay shall be calculated on the basis of the team member's previous year's gross earnings, in the following manner:

<u>Vacation Time Entitlement</u>	<u>Vacation Pay as a % of Gross Earnings</u>
Two (2) weeks	4%
Three (3) weeks	6%
Four (4) weeks	8%
Five (5) weeks	10%

20.02 The following procedures regarding the scheduling of vacations, will apply:

- (i) A vacation planner shall be posted in the Community on September 15<sup>th</sup> each year for the period of January 1 to June 30. Team members indicate their vacation preference on the planner by October 15<sup>th</sup> of each year.
- (ii) A vacation planner shall also be posted March 15<sup>th</sup> of each year for the period of July 1 to December 31.
- (iii) Team members will indicate their vacation preference on the planner by April 15<sup>th</sup> of each year.
- (iv) In each case, the vacation planner shall be posted within four (4) weeks of the cut off date, with preference granted on the basis of seniority among team members who have made a timely vacation request.
- (v) Thereafter, vacation requests will be considered in the order in which they are received.

20.03 The periods at which team members shall take vacation shall be based on the selection by the team members according to seniority but shall be finally determined by the Employer having due concern for the proper operation of the Community. Once vacation lists are posted, the Employer will not make changes unless such changes are required to meet Resident care needs. Where a team member has not scheduled her vacation before August 31 the Employer reserves the right to schedule any outstanding vacation time. For clarity this does not mean vacation must be taken by August 31. A team member may take vacation between August 31 and December 31 provided, she schedules it before August 31. Once vacation lists are posted, the Employer will not make changes unless such changes are required to meet Resident care needs.

20.04 A team member may not carry forward any vacation unless specifically approved by the Employer for special circumstances and at the Employer's discretion.

20.05 The Employer will pay vacation pay as part of the regular pay at the time vacation is taken by the team member.

## **ARTICLE 21 – HEALTH & WELFARE BENEFITS**

21.01 The Employer shall contribute to the premium for the applicable group benefit plan on behalf of full-time team members who have completed their probationary period in accordance with the Employer's benefits booklet and deduct team members' portion of the premium from their pay in accordance with current practice. Premiums for dental and medical shall be shared in accordance with current practice (i.e., 70% paid by the Employer, 30% paid by team members). Premiums for LTD, AD&D and Life Insurance shall be 100% paid by the Employer. The Parties agree that the denial of a benefit to any team member is not an arbitrable matter.

### **21.02 THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN**

1. In this Article, the terms used shall have the meanings as described:

.01 "Plan" is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" is defined as the basic straight time wages for all hours worked, including:

- (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, allowances and similar payments are excluded.

"Eligible Employee" is defined as full-time and part-time Employees in the bargaining unit who have completed four hundred and fifty (450) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

.02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to two percent (2%) of Applicable Wages to the Plan. The employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to two percent (2%) of Applicable Wages to Plan. **Effective April 1, 2020**, the Employer's contribution will increase to 3%. **Effective March 1, 2022**, the Employer's contribution will increase to 4%.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount.

The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan one percent (1%) of Applicable Wages to a fund of the employee's choice.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

.03 The Employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay periods ends for which the contributions are attributable.

.04 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 of 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.

.05 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. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

- (i) To be Provided Once Only at Plan Commencement
  - (a) *Date of Hire*
  - (b) *Date of Birth*
  - (c) *Date of First Contribution*

- (d) *Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)*
- (ii) To be Provided with Each Remittance
  - (a) *Name*
  - (b) *Social Insurance Number*
  - (c) *Monthly Remittance*
  - (d) *Pensionable Earnings*
  - (e) *Year to Date Contributions*
  - (f) *Employer portion of arrears owing due to error, or late enrolment by the Employer*
- (iii) To be Provided Once and if Status Changes
  - (a) *Full Address as provided to the Employer*
  - (b) *Termination date where applicable (MM/DD/YY)*
  - (c) *Gender*
  - (d) *Marital Status*
- (iv) To be Provided Annually but no later than December 1<sup>st</sup>
  - (a) *Current complete address listing*
  - (b) *Details of all absences of members from the workplace due to an injury for which the member received workplace insurance benefits.*

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.

- .06 The Employer agrees to be bound the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

## **ARTICLE 22 – INJURY & DISABILITY**

- 22.01 Where a Team Member is absent due to an illness or injury which is compensable pursuant to the Employer's Workplace Accident Insurance Plan (or any replacement plan), the Team Member shall not be eligible for Paid Holidays or any other benefits of the collective agreement except as may be required by legislation.

The Employer will provide to the Union and each team member a copy of the current information booklet/sheet for benefits provided under the Employers' Workplace Accident Insurance Plan. The Employer will provide a minimum of thirty (30) days' notice to the Union prior to any change in carrier.



The Employer will provide a copy of the Master Workplace Accident Insurance Plan to the Union upon request to a maximum of once per year of the Agreement.

- 22.02 Where a team member is absent due to a workplace injury which is compensable pursuant to the Employer's Workplace Accident Insurance Plan, the Team Member will be paid at her regular rate for all scheduled hours on the day of the injury.
- 22.03 Where a Team Member returning to work from a leave due to an illness or injury for which she has received benefits pursuant to the employer's Workplace Accident Insurance Plan shall be returned to the position she was in prior to the leave where it still exists, and a comparable position if it does not, without loss of service or seniority for purposes of entitlements under this Agreement. Any Team Member displaced as a result shall be deemed to have been bumped in accordance with the layoff provisions of this Agreement and shall have the same options available to her as if she had been laid off.
- 22.04 If a team member absent due to a workplace injury which qualifies for coverage under the Employer's Workplace Accident Insurance Plan (or any replacement plan), and the team member subsequently returns to her employment, for purposes of calculating vacation entitlement in the year of her return, service will accrue while off on the WPIA leave.

### **ARTICLE 23 – SICK LEAVE**

- 23.01 Pay for sick leave is for the sole and only purpose of protecting full-time team members against loss of income and will be granted to all full-time team members in accordance with Sunrise's policy and on the following basis:
- a) Absence for injury compensable under the provisions of the Employer's Workplace Accident Insurance Plan shall not be charged against sick leave credits.
  - b) Upon completion of their probationary period, a team member is credited with seven and one half (7.5) hours of sick leave.

Thereafter, team members shall accrue sick leave credits on actual hours worked at the rate of seven and one half (7.5) hours for each one hundred sixty-two and a half (162.5) hours worked.

In the event a team member is ill, they shall be compensated at 100% of their primary rate of pay for regularly scheduled hours lost due to sickness at non-overtime rates to the extent of their accrued sick leave credits. Sick leave shall not be used to calculate overtime. The maximum sick leave credit account balance is twelve (12) days.

- c) Where a team member's scheduled vacation is interrupted due to an illness, the period shall be considered sick leave provided the team member provides a satisfactory documentation of the illness and the hospitalization. The portion of the team member's vacation which is deemed to be sick leave under the above provision

will not be counted against the team member's vacation credits.

- e) The Employer may request proof of disabling accident or illness and will pay the full cost upon provision of a receipt if the receipt is provided to the Employer within fourteen (14) days of the Employer's request, unless extenuating circumstances exist.
- e) The Employer shall notify the Employees of their accumulation of sick leave on request.
- f) Subject to a maximum accrual in the Collective Agreement, any sick days remaining in the Employee's sick day banks at the end of the year shall be carried over to the following year.

## **ARTICLE 24 – COMPENSATION**

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

### 24.02 New Classification

When a new position (which is covered by the terms of this agreement) is established by the Employer, the Employer shall determine the rate of pay for such new position and provide the Union with the details. In the event that the Union wishes to challenge the rate established, the Union shall have the right to meet with the Employer to endeavour to have the Employer address its concern(s). In the event that the parties are unable to establish an agreeable rate of pay, the Union may refer the matter to arbitration pursuant to the terms of this collective agreement within fifteen (15) working days of its meeting with the Employer.

The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rate for the other classifications in the bargaining unit having regard to the requirements of such classifications.

If the Union fails to refer the matter to arbitration in within (15) working days of its meeting with the Employer, the Union shall be deemed to have agreed to the rate of pay for the new position and it shall not be the subject matter of another grievance. The aforementioned time limits may be extended by mutual written agreement between the parties.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

### 24.03 Revised Classification

When the Employer makes a substantial change during the term of the Agreement in

the job content of an existing classification which in reality causes such job classification to become a new classification, the Employer agrees to meet with the Union if requested by to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rate for the other classifications in the bargaining unit having regard to the requirements of such classifications.

If the Union fails to refer the matter to arbitration in within (15) working days of its meeting with the Employer, the Union shall be deemed to have agreed to the rate of pay for the new position and it shall not be the subject matter of another grievance. The aforementioned time limits may be extended by mutual written agreement between the parties.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

#### **ARTICLE 25 – BULLETIN BOARDS**

25.01 The Employer shall make available a place, in an area designated by the Employer, for the purposes of posting notices regarding meetings and other similar Union matters. All such notices must be signed by a Union officer or representative and must be approved by the Executive Director or designate prior to posting. No material may be posted where such posting is a violation of the Occupational Health and Safety Act, the Human Rights Code, or any other employment related statute.

#### **ARTICLE 26 – PAY DAYS**

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

26.02 Team members shall be paid by direct deposit.

#### **ARTICLE 27 – PERSONNEL FILES**

27.01 Discipline shall not be relied upon after a team member has fifteen (15) months' continuous employment without disciplinary incident.

27.02 Upon provision of at least one week's notice to the Executive Director or designate, a team member shall be entitled to view her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Executive Director or designate at a mutually satisfactory time. It is understood and agreed that the team member is not entitled to see job references.


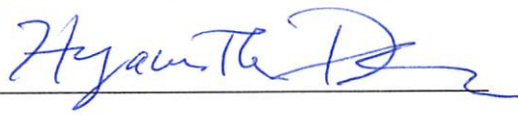
**ARTICLE 28 – TERM**

28.01 This Agreement shall be effective from April 1, 2018 and shall expire on March 31, 2022. This Agreement shall continue from year to year unless written notice of intent to amend this agreement is given by either party in accordance with the Ontario *Labour Relations Act*.

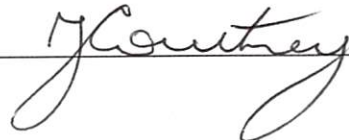
28.02 In the event of such notification being given as to amendment of this Collective Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

Dated October 10, 2019  
(month & day)

For the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "A"**

1. Prior to the application of general wage increases to the grid, the following special adjustments would be made, effective ratification for all employees

- Lead Care Manager - \$0.50
- Cook - \$0.45
- Medication Care Manager - \$0.25
- Dishwasher/Room Attendant/Server - \$0.20
- Care Manager - \$0.10

General Wage Increases, retroactive to the start date of the agreement, as follows:

- First Year – 2%
- Second Year – 2%
- Third Year – 2%
- Fourth Year – 2%

For any red circled team member who earns a wage rate above the rate in the grid, they will only receive the following:

Lump sum payment in the amount of 2% of all wages earned from the first day of the collective agreement until the date of ratification. After ratification, these team members will receive percentage increases to their rate of pay as outlined above. To be clear, there are no percentage increases to their rate of pay from the effective date of this collective agreement up to the date of ratification.

Note: Special adjustments as agreed to are included and are not to be used in calculating any retroactive payment and have already been incorporated into the base rate.

**SCHEDULE "A"**

Classification	Years of Service	April 1/17	April 1/18	April 1/19	April 1/20	April 1/21
		Wage	Wage	+2% Wage	+2% Wage	+2% Wage
Dishwasher, Room Attendant, Server	0	\$13.34	\$13.81	\$14.09	\$14.37	\$14.66
	1	\$13.92	\$14.40	\$14.69	\$14.98	\$15.28
	2	\$14.50	\$14.99	\$15.29	\$15.60	\$15.91
	3	\$15.08	\$15.58	\$15.89	\$16.20	\$16.52
	4	\$15.64	\$16.16	\$16.48	\$16.81	\$17.15

<b>Concierge</b>	0	\$ 14.50	\$14.79	\$15.09	\$15.39	\$15.70
	1	\$ 14.91	\$15.21	\$15.51	\$15.82	\$16.14
	2	\$ 15.75	\$16.07	\$16.39	\$16.72	\$17.05
	3	\$ 16.21	\$16.53	\$16.86	\$17.20	\$17.54
	4	\$ 16.65	\$16.98	\$17.32	\$17.67	\$18.02
<b>Care Manager</b>	0	\$ 15.66	\$16.08	\$16.40	\$16.73	\$17.06
	1	\$ 16.82	\$17.26	\$17.61	\$17.96	\$18.32
	2	\$ 17.98	\$18.44	\$18.81	\$19.19	\$19.57
	3	\$ 19.14	\$19.62	\$20.01	\$20.41	\$20.82
	4	\$ 20.27	\$20.77	\$21.09	\$21.51	\$21.94
<b>Lead Care Manager</b>	0	\$ 17.11	\$17.96	\$18.32	\$18.69	\$19.06
	1	\$ 18.03	\$18.90	\$19.28	\$19.66	\$20.06
	2	\$ 18.96	\$19.85	\$20.25	\$20.65	\$21.06
	3	\$ 19.90	\$20.81	\$21.22	\$21.65	\$22.08
	4	\$ 20.84	\$21.77	\$22.20	\$22.65	\$23.10
<b>Medication Care Manager</b>	0	\$ 16.24	\$16.82	\$17.16	\$17.50	\$17.85
	1	\$ 16.69	\$17.28	\$17.62	\$17.98	\$18.34
	2	\$ 17.64	\$18.25	\$18.61	\$18.99	\$19.36
	3	\$ 18.14	\$18.76	\$19.13	\$19.52	\$19.91
	4	\$ 18.64	\$19.27	\$19.65	\$20.05	\$20.45
<b>Cook</b>	0	\$ 15.66	\$16.43	\$16.76	\$17.10	\$17.44
	1	\$ 16.10	\$16.88	\$17.22	\$17.56	\$17.91
	2	\$ 17.02	\$17.82	\$18.18	\$18.54	\$18.91
	3	\$ 17.49	\$18.30	\$18.66	\$19.04	\$19.42
	4	\$ 17.98	\$18.80	\$19.17	\$19.56	\$19.95
<b>Activities Assistant</b>	0	\$ 15.37	\$15.68	\$15.99	\$16.31	\$16.64
	1	\$ 15.96	\$16.28	\$16.60	\$16.94	\$17.28
	2	\$ 16.53	\$16.86	\$17.20	\$17.54	\$17.89
	3	\$ 17.11	\$17.45	\$17.80	\$18.16	\$18.52
	4	\$ 17.69	\$18.04	\$18.40	\$18.77	\$19.15

\* Part-time grid movement one year = 1700 hours worked  
Full-time grid movement occurs on anniversary date of hire

Between:

**SUNRISE OF UNIONVILLE**  
(the "Employer")

-and-

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**  
(the "Union")

**LETTER OF UNDERSTANDING NO. 1 RE: CREDIT CHECK LETTERS**

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

(Letterhead)



Date

To whom it may concern:

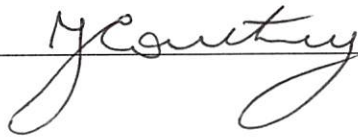
This letter will confirm that [name of team member] has been employed by Sunrise of Unionville since [last date of hire]. [name of team member] is currently employed as a [position title] at an hourly rate of [hourly rate].

Dated October 10, 2019  
(month & day)

For the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer

  
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\_\_\_\_\_  
\_\_\_\_\_

Between:

**SUNRISE OF UNIONVILLE**  
(the "Employer")

-and-

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**  
(the "Union")



**LETTER OF UNDERSTANDING NO. 2 RE: HEALTH & WELFARE BENEFITS**

The group benefit plan referred to in Article 22.01 is in accordance with the Employer's benefits booklet. Premiums for dental and medical shall be shared in accordance with current practice (i.e., 70% paid by the Employer; 30% paid by team members). Premiums for LTD, AD&D and Life Insurance shall be 100% paid by the Employer in accordance with current practice.

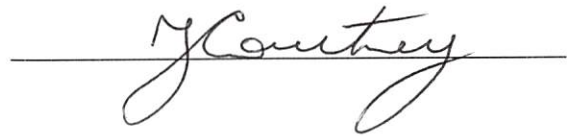
The Parties agree that the denial of a benefit to any team member is not an arbitrable matter.

Dated October 10, 2019  
(month & day)

For the Union

  
  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_  
\_\_\_\_\_



Between:

**SUNRISE OF UNIONVILLE**  
(the "Employer")

-and-

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**  
(the "Union")

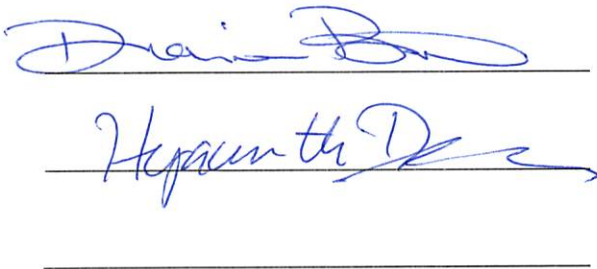
**LETTER OF UNDERSTANDING NO. 3 RE: CERTAIN EXISTING CONDITIONS**

The Employer agrees that the following items shall be applied in conformity with their general application throughout the Employer's communities in the Province of Ontario, including any improvements or reductions made to such plans:

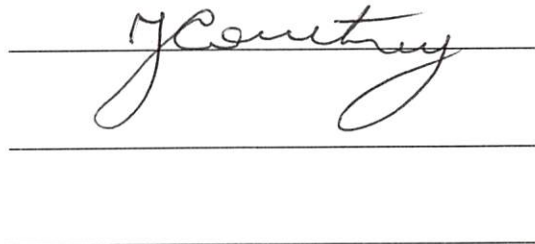
- Tuition Reimbursement
- University Training
- Service Bonus
- Good Samaritan Fund
- Employee Assistance Plan
- Ethics Point Hotline

Dated October 10, 2019.  
(month & day)

For the Union

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer

  
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Between:

**SUNRISE OF UNIONVILLE**  
(the "Employer")

-and-

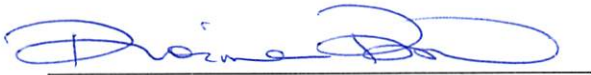

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**  
(the "Union")

**LETTER OF UNDERSTANDING NO. 4 RE: LIFE ENRICHMENT MANAGERS**

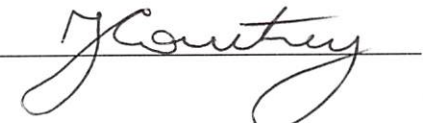
The Parties agrees that Life Enrichment Managers will be included in the bargaining unit description. The parties will utilize the labour management meetings to establish wage rate for this classification.

Dated October 10, 2019.  
(month & day)

For the Union

  
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\_\_\_\_\_

For the Employer

  
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