

**Unit No: 725**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SUNRISE THORNE MILL ON STEELES  
(the “Employer”)**

**-and-**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA  
(the “Union”)**

**EFFECTIVE: AUGUST 16, 2017**

**EXPIRY: AUGUST 15, 2021**

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## **ARTICLE 1 – PURPOSE**

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

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

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Sunrise Thorne Mill on Steeles in the city of Thornhill save and except supervisors, person above the rank of supervisor and office and clerical staff.
- 2.02 The Employer agrees that it will not enter into any other agreement with those team members for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Agreement.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that the management of the Employer's operations and the direction of its team members are vested exclusively with the Employer and is only limited by specific provisions of this Agreement. Without limiting the generality of the foregoing, it is the exclusive function of the Employer to:
- (a) determine and establish standards and procedures for the care of Sunrise's residents, which include the universal and designated models of care, and to maintain and protect the residents' health, welfare, safety and comfort;
  - (b) 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 period at its sole discretion, provided that such discretion shall not be exercised in a manner that is arbitrary, discriminatory or in bad faith;
- (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 – WORK OF THE BARGAINING UNIT**

**4.01 Persons excluded from the bargaining unit shall not perform duties normally performed by the bargaining unit members if such performance directly results in the layoff, as defined in Article 11.02, of a bargaining unit team member.**

#### **ARTICLE 5 – DEFINITIONS**

- 5.01 A “team member” is defined as an employee of the Employer subject to this Agreement.
- 5.02 A full-time team member is defined as a team member occupying a full-time position that being a position regularly scheduled for more than twenty-five (25) hours per week.
- 5.03 A part-time team member is defined as a team member not occupying a full-time position. While a part-time team member may work 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.
- 5.04 A probationary team member is defined as a team member who has not successfully completed the probation period as defined in Article 11. The Parties

agree that the Employer has the right to discharge a probationary team member at its sole discretion provided that such discretion is not exercised in an arbitrary, bad faith or discriminatory manner.

- 5.05 Seniority for **full-time and part-time** team members is defined as the length of continuous employment with the Employer from the last date of hire. Seniority is administered bargaining unit wide. 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 subject to the provisions of 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 will not be used for the accumulation of the team member's seniority for that year.**

- 5.06 Service is defined as the length of continuous employment with the Employer from the last date of hire.
- 5.07 Emergency is defined as an event or situation out of the control of the Employer.
- 5.08 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 5.09 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 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.
- 6.02 (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.
- 6.03 (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 of the Union and be

subject to a one time Initiation 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.**

It is understood that dues shall be deducted from all Team Members beginning in their first month of hire.

- (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) All dues are deducted as per the direction of the Secretary Treasurer. Dues shall be forwarded to the Union's office on or before the fifteenth (15<sup>th</sup>) of the month following.

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

- 6.04 (a) 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.
- 6.05 (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.
- 6.06 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 the 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.

## **ARTICLE 7 – NO STRIKES OR LOCK-OUTS**

- 7.01 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, as amended.

- 7.02 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 discharge.

## **ARTICLE 8 – UNION COMMITTEE**

- 8.01 (a) 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 completed their probationary period.
- (b) The Employer shall pay the wages of up to a maximum of three (3) team members for time spent in direct negotiations (up to and including conciliation) with the Employer during their scheduled working hours.
- (c) Where there is not currently an existing practice the Employer agrees to provide reasonable access to facsimile machines and telephones for the purpose of administration of this collective agreement.
- (d) In the event that the Parties to this Collective Agreement agree to negotiate for its renewal through the process of central bargaining they shall first attempt to reach agreement to terms of reference for bargaining, failing which bargaining shall proceed separately for each Collective Agreement.
- 8.02 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.

- 8.03 (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 Coordinator'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 Coordinator 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.

#### 8.04 Labour-Management Meetings

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) calendar 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 9 – GRIEVANCE PROCEDURE**

#### 9.01 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) 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 or designate an opportunity to address her complaint.



- 9.02 (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 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 will meet and discuss the grievance within seven (7) working days. 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 within seven (7) working days of the meeting. The team member shall have the assistance of a Union Steward, if she so desires.

9.03 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 discharge grievances shall be submitted to the Regional Director of Operations or designate in writing in accordance with Step No. 2 of the Grievance Procedure set out in this Article within five (5) calendar days of the date on which the Employer notifies the team member of her discharge in writing.

9.04 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 in writing at Step No. 2 of the grievance procedure, providing that it is presented within ten (10) working days after the actual occurrence leading to the question or complaint unless it was impossible to refer within this time limit. The Union shall give its

reply within five (5) working days after receipt of the grievance. Failing settlement, the grievance may be referred to arbitration by the Employer in accordance with the procedure set out in Article 9 within fifteen (15) calendar days of the receipt of the Union's reply.

#### 9.05 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 Regional Director of Operations 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.

#### 9.06 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 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 thereby be bypassed.

9.07 A team member may require the presence of a Union steward in person as a witness at any meeting when the team member is being issued discipline. Stewards undertake to be reasonably available in person 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.

## **ARTICLE 10 – ARBITRATION PROCEDURE**

10.01 If the reply of the Regional Director of Operations or designate at Step 2 is not satisfactory to the Union, the matter may then be submitted to arbitration and the following rules governing arbitration shall apply. The submission to arbitration shall be made within fifteen (15) calendar days after the Employer has given its reply at Step 2. If the matter is not submitted to arbitration within the timeframe set out herein, the grievance shall be deemed to have been abandoned and the same circumstances shall not be the subject matter of another grievance.

### 10.02 Arbitration Process

- (a) No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedure.

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.

10.03 The term 'working day' in both the Grievance and Arbitration procedures shall be all days exclusive of Saturdays, Sundays and paid holidays.

10.04 All timelines contained in this article may be extended by mutual agreement of the parties, if done so in writing.

## **ARTICLE 11 – SENIORITY**

### **11.01 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 four hundred fifty (450) worked hours, whichever occurs first.

### **11.02 Seniority Lists**

- (a) The Employer shall supply to the Chief Union Steward two (2) separate seniority lists, one for part-time and one for full-time team members. Such seniority lists shall show the team members' names, positions and their service and seniority date. For part-time team members seniority shall be expressed in hours worked.
- (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 thirty (30) calendar days from the date of the posting of the list, such information shall be deemed to be correct and shall not be challenged by the team member or the Union thereafter. 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.

11.03 Conversion as between part-time and full-time seniority (where applicable) shall be on the basis of one year equals **1,950** hours paid.

### **11.04 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 twenty-four (24) 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) The Union and the Employer agree to abide by the Human Rights Code.**

11.05 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.

11.06 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.

11.07 Effect of Absence:

Seniority for purposes of promotion, demotion, transfer and layoff and service for 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 adjusted accordingly.

## **ARTICLE 12 – LAYOFF AND RECALL**

12.01 Layoff Notice

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

12.02 (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 in a **four (4) month** period.

- (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.

### 12.03 Recall Rights

- (a) The job posting procedures as set out in Article 12 of this Agreement will continue to apply to any employee on layoff, meaning that laid off team members will have the same rights under Article 12 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.

- (b) If a job vacancy remains unfilled following the completion of the job posting procedures under Article 12 of this Agreement, the Employer will 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.
- (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 or courier and shall return to work on the date and at the time specified in the

notification. The date of receipt shall be deemed to be two (2) days following the Employer sending the notice by registered mail or courier to the team members' current address on file with the Employer. The notification of recall shall state the job to which the team member is eligible to be recalled and the date and time at which the team member shall report for work. The team member is solely responsible for his proper address being on record with the Employer.

- (d) A laid off team member shall retain (but not accrue) service and rights of recall for a period of twenty-four (24) months.
- (e) Team members on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days provided they have the skill and ability to perform the work without training.
- (f) A team member who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

#### 12.04 Benefits on Layoff

In the event of a layoff, 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 of up to three (3) months from the end of the month in which the layoff occurs, or until the laid off team member is employed elsewhere, whichever occurs first.

### **ARTICLE 13 – JOB POSTING**

13.01 Subject to Article 12.09 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 classification, the start date of the position, qualifications 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 who has successfully completed her probationary period may apply to such job posting until 10:00 a.m. on the day following the removal of the job posting. 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.

- 13.02 The Employer shall notify the successful applicant and the Union in writing.
- 13.03 Until the vacancy is filled pursuant to Article 12.01 of this Agreement and during the posting period and the consideration of applicants, the Employer is free to fill the vacancy as it sees fit on a temporary basis.
- 13.04 No external applications shall be considered until the internal process has been exhausted.
- 13.05 In promotions, transfers and staff reductions, the Employer will consider team members' qualifications including but not limited to skill, ability and experience 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 a bad faith, arbitrary or discriminatory manner.
- 13.06 The successful applicant of the job posting process set out in Article 12.01 of this Agreement shall be placed on trial in the new position for a period of seventy-five (75) working days or three hundred 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 as per the collective agreement.

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.



- 13.07 (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 and experience 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.

- 13.08 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 this provision.

#### 13.09 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 six (6) 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.

## **ARTICLE 14 – PRINTING**

14.01 The parties will share equally in the cost of printing sufficient copies of the Collective Agreement.

## **ARTICLE 15 – LEAVE OF ABSENCE**

15.01 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.

15.02 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 also qualify as Emergency Leave under the *Employment Standards Act* shall be counted toward both leave entitlements.

15.03 Family Medical Leave:

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

15.04 Pregnancy and Parental Leave

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

At the end of the leave referred in this Article, 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*.

15.05 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.

15.06 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;
  - (vi) the cumulative leave of absence under this Article will not exceed **one hundred (100)** days in any calendar year;
  - (vii) salary continuance will apply to those on Union leave and the Employer will bill the Union on a monthly basis for any lost time under the Union leave provision.

**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 and WSIB (if applicable)), Pension and Health and Welfare premiums for the period. For clarity, for leaves which are less than thirty (30) calendar days in duration, the Union's reimbursement will not include Health and Welfare**

**premiums, but the team member remains responsible for her share of any such premiums.**

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

#### 15.07 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, mother/father-in-law, sibling, brother-in-law, sister-in-law, spouse (including same sex partner) 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) Pay for such days of absence is limited to the days actually missed from work as per the team member's scheduled working days.
- (c) The Employer reserves the right to request reasonable proof in support of a request for bereavement leave.

#### 15.08 Jury and Witness Duty

To be eligible for jury or witness duty reimbursement, full time team members must have completed their probationary period. Witness duty is defined as where a full time team member is required to attend as a witness in a court proceeding in which the Crown is a party or a coroner's inquest where the need to attend that proceeding arises from the team member's employment with the Employer.

Full-time team members will be paid the difference between straight time earned at the Community and the jury or witness 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 or is subpoenaed, she must notify the Executive Director immediately. She is also required to provide a copy of the jury or witness duty notification to the Executive Director.

Should the team member be excused from jury or witness duty before the end of her regularly scheduled shift she is required to report to work.

During paid jury or witness duty service, the Employer will continue to make its contribution to the team members' benefits.

#### 15.09 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 without loss of pay, seniority or 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.

15.10 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 team member is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due. Eligibility for benefit coverage is at the sole discretion of the benefits provider and may not be made a subject of a grievance.

15.11 Save and except where a timeframe is specified above, and subject to statutory limitations, a team member shall make their request for any leave under this Article with as much advance notice as practicable.

### **ARTICLE 16 – HOURS OF WORK**

16.01 The Employer offers flexible hours, which are required 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.

## 16.02 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. The team member has the right to refuse a call in where it would result in the team member not having eleven (11) consecutive hours free from work.
- (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 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 once the Employer has completed the steps set out above, the Employer shall be permitted to use temporary agency staff which shall not fall within the terms of this agreement.

### 16.03 Meal Periods

- (a) All scheduled shifts that exceed five (5) hours shall be entitled to one half hour unpaid meal period.
- (b) 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 meal time, she shall be

paid her regular rate for the duration of the 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.

#### 16.04 Relief Periods

Team members who are schedule 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 to two paid fifteen (15) minute relief periods.

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

#### 16.05 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 (1½) 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) There shall be no pyramiding of overtime premiums or any other premiums (including holiday pay) for any purpose under this Agreement. For clarity, hours for which holiday pay is paid but are not worked do not count as hours worked for purposes of overtime or any other premium.
- (d) Where a Team Member works in more than one (1) Sunrise Community, her hours worked shall be combined for purposes of determining whether she is entitled to overtime under this Article.
- (e) Team Members who work overtime will not be required to take time off in regular hours to make up for overtime worked.

#### 16.06 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.

#### 16.07 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.

#### 16.08 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.
- (c) **All call-in of shifts shall be given in accordance with Article 15.02(f) of this agreement.**

#### 16.09 Shift Premium

All team members shall receive a shift premium of \$0.25 (twenty-five cents) for each hour worked on the night shift. Night shift shall be all hours worked by an employee between 11:00 pm and 7:00 am.

### **ARTICLE 17 – HEALTH AND SAFETY**

17.01 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*.

- 17.02 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 minimum number of worker representatives as is required by the *Occupational Health and Safety Act*.

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

- 17.03 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.

- 17.04 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.

- 17.05 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.

17.06 The Employer shall:

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

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.

17.07 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 Employer requires be use or worn;
- (c) Report to her Employer the absence of or defect in any equipment or protective device of which the team member is aware and which may endanger herself or another team member; and
- (d) Report to her Employer any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which she knows.

17.08 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.

- 17.09 The Employer will use its best efforts to record and report all needlesticks and sharps incidents.
- 17.10 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 occupation injuries. It is understood that no information will be provided to the Committee that is confidential.
- 17.11 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 18 – PAID HOLIDAYS**

18.01 (a) Paid Holidays

The following days shall be recognized as paid holidays:

New Year’s Day	Labour Day	Civic Day
Good Friday	Thanksgiving Day	Family Day
Victoria Day	Christmas Day	One Floating Holiday
Canada Day	Boxing Day	

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

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

Floating Holiday

The anniversary date of a team member’s employment shall be the floating holiday.

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

- 18.02 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.

- 18.03 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*.
- 18.04 For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed by eight (8:00) am.
- 18.05 Subject to Article 17.02 of this Agreement, if any of the above mentioned paid holidays occurs on a team member's regular day off or during her vacation period, the team member shall have the option of receiving either:
- (i) 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.
- 18.06 Subject to Article 17.02 of this Agreement, where a team member is scheduled to work on any of the above mentioned Paid Holidays, the team member will receive time-and-one-half (1½) pay for the hours worked on the Paid Holiday, plus the option of either:
- (i) pay at her regular rate of pay for all hours worked on the Paid Holiday; or
  - (ii) a day off with pay at her regular rate of pay within the same pay period as the Paid Holiday.

## **ARTICLE 19 – VACATION**

- 19.01 (a) All team members shall be entitled to vacation with pay based on the length of continuous service as of their anniversary date, in accordance with the following:
- (b) Team members who have successfully completed their probationary period, shall be credited with one (1) day per month of earned vacation entitlement and shall continue to earn one (1) day per month to a maximum of ten (10) days per year during their first year of employment. Team members, upon the completion of their probationary period may take vacation credits accrued.
  - (c) Team members who have completed fewer than three (3) years of continuous service shall accrue two (2) weeks' vacation per year, to be taken 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 wages, **the team member's previous year's gross earnings**, in the following manner:

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

**The parties agree the new vacation year will be May 1 to April 30 for 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.**

19.02 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 preferences 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> each year for the period of July 1 to December 31. Team members indicate their vacation preferences on the planner by April 15<sup>th</sup> of each year.**
- (iii) **In each case the vacation planner shall be reposted within four (4) weeks of the cutoff date, with preferences granted on the basis of seniority among team members who have made a timely vacation request.**
- (iv) **Thereafter**, vacation requests will be considered in the order in which they are received.

- 19.03 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.
- 19.04 A team member may not carry forward any vacation unless specifically approved by the Employer for special circumstances and at the Employer's discretion.
- 19.05 The Employer will pay vacation pay as part of the regular pay at the time vacation is taken by the team member.

## **ARTICLE 20 – HEALTH & WELFARE BENEFITS**

- 20.01 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. Benefits are governed by the terms of the group benefits Master Benefit Plan for full time team members and include: extended health care, dental care, long term disability ("LTD"), Accidental Death and Dismemberment ("AD&D") and Life Insurance.

Premiums for dental and extended health shall be shared in accordance with current practice (*i.e.*, 70% paid by the Employer, 30% paid by full time team members). Premiums for LTD, AD&D and Life Insurance for full time team members shall be 100% paid by the Employer.

**Effective date of ratification the Employer will increase each vision care plan by \$50.00. The plans will include both contact lenses and laser eye surgery.**

Part time team members may apply for Health and Dental coverage in accordance with the terms of the group benefit plan in which case the team member shall pay 100% of the premium.

- 20.02 The parties agree that the denial of a benefit to any team member is an issue directly between the team member and the insurer and may not be the subject matter of a grievance as contemplated under this Collective Agreement.
- 20.03 The Employer will provide a minimum of thirty (30) days' notice to the Union prior to a change in carrier. The employer will provide a Master Benefit Plan to the Union upon request to a maximum of once per year of the Agreement.

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

Effective the first pay period immediately following August 15, 2017 the following

Article shall apply.

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 **Effective date of ratification** 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 August 16, 2020 each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to three percent (3%) of Applicable Wages to the Plan. The employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to three percent (3%) of Applicable Wages to Plan.**

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.

**Effective date of ratification** 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 **two percent (2%)** of Applicable Wages to a fund of the employee's choice.



**Effective August 16, 2020 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 three percent (3%) 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.

#### **20.05 Payment in Lieu of Benefits**

**Effective ratification, part time team members who have completed their probationary period will receive fifteen cents (\$0.15) per hour worked in lieu of group benefits effective ratification.**

**At the commencement of Year 3 of the collective agreement, this rate will increase to twenty cents (\$0.20) per hour.**

**At the commencement of Year 4 of the collective agreement, this rate will increase to twenty-five cents (\$0.25) per hour.**

## **ARTICLE 21 – SICK LEAVE**

21.01 Pay for sick leave is for the sole and only purpose of protecting team members against loss of income and will be granted to all 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 Accident Insurance Policy (or replacement Plan) shall not be charged against sick leave credits.

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 and sixty two and one-half (162.5) hours worked.**

In the event that 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.**

**Subject to a maximum accrual in the Collective Agreement, any sick days remaining in Employee's sick day banks at the end of the year shall be carried over to the following year.**

- (b) 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 (if applicable). 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.
- (c) The Employer may request proof of disabling accident or illness:
  - (i) for any absence in excess of two (2) consecutive days; or
  - (ii) for the fourth (4th) and succeeding illness in the sick leave year.
- (d) Where the Employer requests proof of disabling accident or illness it shall reimburse the team member **for the cost of the note upon provision of a receipt, if the receipt is provided to the Employer within fourteen (14) days of the Employer's requires, unless extenuation circumstances exist.**

- (e) The Employer shall notify the Employees of their accumulation of sick leave on request

## **ARTICLE 22 - CLOTHING ALLOWANCE**

- 22.01 The Employer agrees to provide each team member with two (2) shirts upon hire, and thereafter four (4) shirts annually within the calendar quarter within which the team member's anniversary date falls.

## **ARTICLE 23 – INJURY AND DISABILITY**

- 23.01 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.

- 23.02 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.
- 23.03 Where a Team Member returning to work from a leave due to a work-related 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.
- 23.04 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.

- 23.05 If, on the recommendation of the Workplace Accident Insurance Plan (or replacement) or the team member's treating physician (and with the provision of appropriate medical documentation) a team member is capable only of performing work of a different kind or of a lighter nature, and such work is available in a classification that is covered by this Agreement, then the returning team member may exercise his/her seniority by bumping into the job if s/he has the qualifications and can perform the duties without training other than orientation for the duration of the medically supported requirement for modified duties. In such case, s/he shall be placed on the appropriate position on the wage grid commensurate with her seniority and the relevant position. This clause shall be interpreted and implemented consistently with the Ontario Human Rights Code.
- 23.06 Upon provision of a receipt from the doctor and evidence of the amount paid for by the Employer's Workplace Accident Insurance Plan, the Employer will top up the amount paid for a medical note required by the insurer to a maximum of a total (including the amount paid by the insurer) of \$75.00 per note. The team member must first submit the note for reimbursement by the insurer prior to making a request for top up by the Employer.

#### **ARTICLE 24 – CONTRACTING OUT**

- 24.01 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.

#### **ARTICLE 25 – COMPENSATION**

- 25.01 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".
- 25.02 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, it must provide written notice within ten (10) days of the Employer having provided the rate. The Union shall have the right to meet with the Employer to endeavour to have the Employer address its concern(s).

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 rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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 Community.

### **25.03 Revised Classification**

When the Employer makes a substantial change in the job content of an existing classification during the term of the Agreement which in reality causes such classification to become a new classification, the Community agrees to meet with the Union if requested 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) calendar days of the 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 rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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 in writing.

### **25.04 Temporary Transfers**

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

## **ARTICLE 26 – BULLETIN BOARDS**

26.01 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. 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 27 – PAY DAYS**

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

27.02 Team members shall be paid by direct deposit.

27.03 Where there is an error on a team member’s pay of more than \$100, the correction shall be processed by separate payment as soon as practicable but in any event not later than five (5) working days after the matter is brought to the Employer’s attention. Where the error is \$100 or less it shall be processed on the pay period following confirmation of the error.

**ARTICLE 28 – PERSONNEL FILES**

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

28.02 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 that the team member is not entitled to see job references.

**ARTICLE 29 – TERM**

29.01 This Agreement shall be effective from **August 16, 2017 – August 15, 2021**. 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*.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

FOR THE EMPLOYER:

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

FOR THE UNION:

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

**LETTER OF UNDERSTANDING**

Between:

**SUNRISE THORNE MILL ON STEELES**

(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 with a letter of employment with 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 [name of community] since [last date of hire]. [Name of team member] is currently employed as a [position title] at an hourly rate of [hourly rate].

---

Dated \_\_\_\_\_, 20\_\_.  
*(month & day)*

FOR THE EMPLOYER:

FOR THE UNION:

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

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



**LETTER OF UNDERSTANDING**

Between:

**SUNRISE THORNE MILL ON STEELES**

(the "Employer")

-and-

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**

(the "Union")

**LETTER OF UNDERSTANDING NO. 2 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
- Team Member/Resident Referral Program

Dated \_\_\_\_\_, 20\_\_.  
*(month & day)*

FOR THE EMPLOYER:

FOR THE UNION:

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

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

**LETTER OF UNDERSTANDING**

Between:

**SUNRISE THORNE MILL ON STEELES**

(the "Employer")

-and-

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**

(the "Union")

**LETTER OF UNDERSTANDING NO. 3 RE: HEALTH AND WELFARE BENEFITS**

The Employer agrees to request that SunLife confirm that it provides a copy of the team member benefits booklet to all team members once they apply for group benefit coverage.

Dated \_\_\_\_\_, 20\_\_.  
*(month & day)*

FOR THE EMPLOYER:

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

FOR THE UNION:

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

**Thorne Mill on Steeles Wage Grid**

<b>Classification</b>	<b>Years of Service</b>	<b>16-Aug-17</b>	<b>16-Aug-18</b>	<b>16-Aug-19</b>	<b>16-Aug-20</b>
Dishwasher	0	\$14.48	\$14.77	\$15.07	\$15.37
Room Attendant	1	\$14.48	\$14.77	\$15.07	\$15.37
Server	2	\$14.48	\$14.77	\$15.07	\$15.37
	3	\$14.92	\$15.22	\$15.53	\$15.84
	4	\$15.58	\$15.89	\$16.20	\$16.53
Concierge	0	\$14.28	\$14.57	\$14.86	\$15.15
	1	\$14.65	\$14.94	\$15.24	\$15.54
	2	\$15.18	\$15.48	\$15.79	\$16.11
	3	\$15.71	\$16.02	\$16.34	\$16.67
	4	\$16.50	\$16.83	\$17.17	\$17.51
Care Manager/PSW	0	\$15.28	\$15.59	\$15.90	\$16.21
	1	\$16.29	\$16.62	\$16.95	\$17.29
	2	\$17.40	\$17.75	\$18.10	\$18.47
	3	\$18.51	\$18.88	\$19.26	\$19.65
	4	\$19.64	\$20.03	\$20.43	\$20.84
Lead Care Manager	0	\$17.17	\$17.51	\$17.86	\$18.22
Lead Cook	1	\$17.81	\$18.17	\$18.53	\$18.90
	2	\$18.55	\$18.92	\$19.30	\$19.69
	3	\$19.61	\$20.01	\$20.41	\$20.82
	4	\$20.68	\$21.09	\$21.51	\$21.94
Medication Care Manager	0	\$16.91	\$17.25	\$17.59	\$17.95
	1	\$17.39	\$17.74	\$18.09	\$18.46
	2	\$17.92	\$18.28	\$18.65	\$19.02
	3	\$19.09	\$19.48	\$19.87	\$20.26
	4	\$20.16	\$20.56	\$20.97	\$21.39
Cook	0	\$16.22	\$16.54	\$16.87	\$17.21
	1	\$16.80	\$17.14	\$17.48	\$17.83
	2	\$17.18	\$17.52	\$17.87	\$18.23
	3	\$17.81	\$18.17	\$18.53	\$18.90
	4	\$18.77	\$19.14	\$19.53	\$19.92

Activities Assistant	0	\$15.07	\$15.37	\$15.67	\$15.99
Life Enrichment Manager	1	\$15.60	\$15.91	\$16.23	\$16.55
	2	\$16.13	\$16.45	\$16.78	\$17.11
	3	\$16.66	\$16.99	\$17.33	\$17.68
	4	\$17.51	\$17.86	\$18.22	\$18.59
Wellness Nurse	0	\$21.69	\$22.12	\$22.56	\$23.01
	1	\$22.75	\$23.20	\$23.66	\$24.14
	2	\$23.59	\$24.06	\$24.55	\$25.04
	3	\$24.44	\$24.93	\$25.43	\$25.94
	4	\$25.23	\$25.74	\$26.25	\$26.78
Lead Server	0	\$14.33	\$14.62	\$14.91	\$15.21
	1	\$14.96	\$15.26	\$15.57	\$15.88
	2	\$15.60	\$15.91	\$16.23	\$16.55
	3	\$16.24	\$16.56	\$16.89	\$17.23
	4	\$16.98	\$17.32	\$17.67	\$18.02
Host/Hostess	0	\$14.28	\$14.57	\$14.86	\$15.15
	1	\$14.33	\$14.62	\$14.91	\$15.21
	2	\$14.86	\$15.16	\$15.46	\$15.77
	3	\$15.39	\$15.70	\$16.01	\$16.33
	4	\$15.92	\$16.24	\$16.57	\$16.90
Maintenance Assistant	0	\$16.98	\$17.32	\$17.67	\$18.02
	1	\$17.51	\$17.86	\$18.22	\$18.59
	2	\$18.04	\$18.40	\$18.77	\$19.15
	3	\$18.57	\$18.95	\$19.32	\$19.71
	4	\$19.10	\$19.49	\$19.88	\$20.27
Sales Associate	0	\$19.64	\$20.03	\$20.43	\$20.84
	1	\$20.17	\$20.57	\$20.98	\$21.40
	2	\$20.70	\$21.11	\$21.53	\$21.96
	3	\$21.23	\$21.65	\$22.08	\$22.53
	4	\$21.76	\$22.19	\$22.64	\$23.09

Driver	0	\$14.54	\$14.83	\$15.12	\$15.42
	1	\$14.54	\$14.83	\$15.12	\$15.42
	2	\$14.59	\$14.88	\$15.18	\$15.48
	3	\$15.12	\$15.42	\$15.73	\$16.04
	4	\$15.65	\$15.96	\$16.28	\$16.60

**For any red-circled team member who earns a wage rate above the rate in the grid, they will receive payment as follows:**

**Lump sum payment in the amount of 2% for 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, October 23, 2018.**

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