

COLLECTIVE AGREEMENT

between

THE WALFORD ON THE PARK

(hereinafter called the "Employer")

and

SUDBURY MINE, MILL & SMELTER WORKER'S UNION

LOCAL 598/UNIFOR

(hereinafter called the "Union")



Expires: June 30th, 2026

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Article 1. PURPOSE

1.01

The purpose of this Agreement is to set forth hours of work, wages, certain other economic and working conditions, and to provide a means for the prompt and equitable disposition of grievances.

1.02

It is recognized that the employees wish to work together with the Employer to secure the best possible care and health protection for the residents.

Article 2. RECOGNITION AND SCOPE

2.01

The Employer recognizes the Union as the sole collective bargaining agent; for the bargaining unit comprised of all employees of The Walford on the Park in the Greater City of Sudbury, Ontario, save and except Supervisors and persons above the rank of Supervisor, office, and clerical staff.

2.02

The Walford on the Park shall not contract-out any work exclusively performed by members of the bargaining unit if, as a direct result of such contracting out, a lay-off or reduction of hours of any full-time or part-time employees results from such contracting-out. Contracting-out to an Employer who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this Agreement.

2.03

Persons excluded from the bargaining unit shall not perform duties exclusively performed by employees in the bargaining unit, which shall directly cause or result in the lay-off or reduction in regular hours of work of an employee in the bargaining unit, except in the case of emergency.

2.04

Notwithstanding Article 2.02 or Article 2.03 or any other provisions of the collective agreement, it is understood that the residents have the right to contract with third parties (agencies companies individuals) for service, which services include those exclusively performed by the bargaining unit. Such contracting for services by or on behalf of the residents shall not constitute a violation of any provision of this collective agreement.

Article 3. DEFINITIONS

3.01 Bargaining Unit:

The word bargaining unit when used throughout this Agreement shall mean the unit as defined in Article 2.01.

3.02 Employee/Employees:

The words "Employee" and Employees" when used throughout this agreement shall mean persons included in the bargaining unit described in Article 2.01.

3.03 Full-time Employee:

A full-time employee is an employee who is regularly scheduled to work sixty (60) or more hours in a biweekly period, exclusive of unpaid meal periods.

3.04 Part-time Employee:

A part-time employee is an employee who is regularly scheduled to work less than sixty (60) hours in a bi-weekly period, exclusive of unpaid meal periods. A part-time employee must be reasonably available for additional shifts. A part-time employee does not change status from part-time to full-time if additional hours are worked.

3.05 Singular/Plural Pronoun:

Whenever the singular pronoun is used in this Agreement, it may also be deemed to mean the plural where the content so requires and vice-versa.

3.06 Spouse/Partner:

The spouse or partner as used in this agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.

3.07 Male/Female Pronoun:

Where used in this Agreement and where applicable, the Male pronoun shall be deemed to include the gender neutral throughout the collective agreement.

3.08 Student:

A student is a bargaining unit member who performs intermittent work and is not a full-time or part-time employee. A student employee will not be offered work until the employer has exhausted its commitment to full-time and part-time employees.

Article 4. MANAGEMENT RIGHTS

4.01

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of The Walford on the Park.
- (b) To maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;

- (c) To hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; and to increase and decrease working forces, provided that a claim of discriminatory classifications, promotion, demotion, discipline or suspension, or a claim by an employee who has completed the probationary period that he/she has been discharged without just cause may become the subject of a grievance and dealt with as hereinafter provided.
- (d) To generally manage the Residence and, without restricting the generality of the foregoing, the services to be rendered, the methods, the work procedures, the kind and location of machine tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Residence, to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Residents, employees and the public;
- (e) To exercise those rights, powers, functions or authority which are not specifically abridged or modified by this Agreement. The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

Article 5. DISCRIMINATION/HARASSMENT

5.01 Union Membership

The Employer and the Union agree that there will be no discrimination, interference, restraint, harassment, or coercion exercised or practiced by either of them or by any of their representatives with respect to any employee because of his/her membership or non-membership in the Union or because of his/her activity or non-activity-in the Union.

5.02 Ontario Human Rights Code

The Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or harassment, as defined by and within the meaning of the Ontario Human Rights Code, exercised or practiced by either of them or by any of their representatives with respect to any employee reason of age, sex, marital status, race, creed, colour, national origin, disability, sexual orientation, or on any ground prohibited under the Ontario Human Rights Code. The defenses and limitations to prohibited grounds of discrimination under the Ontario Human Rights Code shall apply.

5.03

Joint Commitment in Respect of Discrimination and Harassment on the Prohibited Grounds Under the Human Rights Code, Bullying, Workplace Harassment and Workplace Violence under the Occupational Health & Safety Act (Bill 168 "Workplace Violence and Harassment")

- (a) The Employer and the Union are committed to providing a positive environment for staff free from discrimination and harassment as prohibited under, and within the meaning of, the Ontario Human Rights Code.
- (b) The Employer and the Union are committed to providing a positive environment for employees free from bullying. Depending upon the circumstances, bullying may be a form of harassment or discrimination prohibited under the Ontario Human Rights Code or a form of workplace harassment or workplace violence under the Occupational Health & Safety Act (Bill 168 "Workplace Violence and Harassment").

Bullying is defined as repeated, persistent, continuous behavior, as opposed to a single negative act, that is known or ought to be known to be unwelcome and intimidates, offends, degrades, or humiliates an individual.

Bullying may also be known as mobbing abuse, workplace aggression, violence, victimization, and social undermining.

- (c) The Employer and the Union are committed to providing a positive environment for employees free from workplace harassment and workplace violence, within the meaning of the Occupational Health & Safety Act (Bill 168 "Workplace Violence and Harassment").

- (i) "Workplace Harassment" is defined under the Occupational Health and Safety Act as:

"engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome"

"Workplace Sexual Harassment" means:

engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

- (ii) "Workplace Violence" is defined under the Occupational Health and Safety Act as:

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

- (iii) The Employer and the Union further acknowledge that the Retirement Home Environment contains residents who may, through no fault of their own, exhibit behaviors and actions that are threatening or unwelcome to staff. The workplace is built around managing these behaviors to the benefit of both the residents and the staff.
- (iv) It is agreed that when the employee is faced with workplace violence it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction, which may in the appropriate circumstances include the reassignment of the employee for the remainder of her shift. The Employer will make every reasonable effort to rectify the situation. The employee will also complete an Employee Incident/Hazard Report Form.

The Employer will give all such violence related Incident/Hazard Reports to the Union within three (3) calendar days of the Employer receiving the Employee Incident/Hazard Report Form.

Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees who encounter workplace violence.

5.04

Where a bargaining unit member complains of discrimination or harassment under the *Ontario Human Rights Code*, or bullying, or workplace harassment or workplace violence as defined in 5.03(a), (b), and (c) above, by;

- (i) a person other than another bargaining unit member, she shall bring such complaint to the attention of the Employer and of Unifor, Mine Mill Local 598. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response, she is entitled to file a grievance under the terms of this Collective Agreement.

- (ii) another Union, Mine Mill Local 598 bargaining unit member, the complainant must first bring any complaint under this section to the attention of both the Unit Chair and Employer representative. The complaint will then be jointly investigated by the Employer and the Union in accordance with the investigation procedure set out in "Harassment Policy in Respect of Unifor Mine Mill Local 598 Members" contained within the Letter of Understanding attached to the collective agreement which is, in the circumstances of the joint investigation, deemed to include workplace harassment, violence and bullying. The parties agree that depending upon the nature and severity of the circumstances surrounding the complaint, that some of the steps of the Investigation procedure may be bypassed.

It is understood that in the circumstances of workplace violence, the Employer may need to take immediate action and intervention for the protection of the complainant, other employees and residents prior to commencing the joint investigation with the Union.

Where the complaint is investigated under this joint process, the Unit Chair or designate will be the Union investigator.

Note: It is agreed that the complainant shall have the right to union representation in both i) and ii) above and the accused shall also have the right to union representation in ii) above.

5.05

For clarity, harassment, discrimination and bullying do not include occasional differences of opinion between employees or non-aggressive employee conflicts or properly discharged supervisory actions occasioned in good faith and in accordance with the provisions of the collective agreement, including the delegation and monitoring of work assignments, performance and/or the assessment of discipline.

5.06

The Employer and the Union agree that an employee who in good faith lodges a complaint of discrimination or bullying or workplace violence or who participates in good faith in an investigation of such a complaint is entitled to protection against retaliation or reprisal.

The Employer and the Union further acknowledge that the pursuit of frivolous allegations of harassment, discrimination, bullying or violence through the complaint procedures have a detrimental effect on the spirit and intent for which the complaint procedures were rightfully developed and therefore is not acceptable. It is also agreed that an employee who submits numerous frivolous complaints or a fraudulent complaint may be the subject of a complaint under this Article 5 and may be subject to disciplinary action.

5.07

In support of providing and maintaining an environment free of harassment and discrimination, the Employer will ensure that all staff members, volunteers and persons with practicing or working privileges in the facility are informed that harassment and discrimination in the workplace is an offence under the Ontario Human Rights Code and/or the Occupational Health and Safety Act, as applicable. The Employer will meet its obligation to provide annual training on Workplace Harassment and Violence as may be required by the Occupational Health and Safety Act and other legislation. Such mandatory annual training shall follow the conditions set out in Article 15.03 c).

Article 6. NO STRIKES OR LOCKOUTS

6.01

During the agreement and the statutory extension thereof, the Union agrees that there will be no strikes and the Employer agrees there will be no lockouts.

6.02

The terms "strike" and "lockout" are defined as in the Labour Relations Act, as may be amended from time to time.

Article 7. UNION SECURITY

7.01

Each employee who is in the bargaining unit described in 2.01 shall, as a condition of employment, be subject to the deduction of regular monthly Union dues and to the deduction of the Unifor one-time initiation fee.

7.02

The employer will deduct from each employee covered by this agreement an amount equal to the regular monthly union dues as designated in writing by the union and will deduct from each employee, on a one time only basis, the Unifor initiation fee. The union dues will be deducted on a bi-weekly basis.

7.03

In the case of newly hired employees, such union dues deductions and the Unifor initiation fee shall commence on the first deduction date following their date of hire, as designated in writing by the Union.

7.04

The amount of the regular monthly dues and the Unifor initiation fee shall be those authorized in writing by the union in accordance with the Constitution of Unifor Canada and the union shall notify the employer of any changes therein in writing and such written notification shall be the employers' conclusive authority to make the deduction specified.

7.05

In consideration of the Employer deducting and forwarding of union dues and the initiation fee authorized by the Union, the union agrees to indemnify and save the employer harmless against any claims or liabilities arising or resulting from the operation of this article.

7.06

The amounts so deducted shall be remitted monthly to the Financial Secretary of the Union no later than the end of the third week in the month following the month in which the dues and initiation fees were deducted.

7.07

A list of the employees for and on whose behalf union dues and initiation fees have been deducted and their hourly rate of pay will be forwarded to the Union with each dues remittance. In addition, on a monthly basis, the Employer shall provide the Union with the names of any employees for whom union dues have not been deducted in the month due to the employee being on a form of absence such that the Employer could not deduct union dues; the names of the employees who have resigned, retired or been terminated in the month; the names of the employees who have been laid off or recalled in the month; the names, classification, personal email address (if available) and current address of any new bargaining unit hires.

7.08

Upon ratification of the collective agreement, the Employer will supply the Union with the name, classification, addresses, phone numbers and if available, email addresses of each bargaining unit employee. Thereafter, the Employer will provide the Local Union and the National Union Office the name, classification, addresses, phone numbers and if available, email addresses of each bargaining unit employee and their hours that the employees has worked two times per year.

7.09

It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee on the day of orientation or once during the first week of employment for the purpose of advising such employee of the existence of the Union and of his/her rights and obligations under the term of this Agreement. The Employer shall advise the Union monthly as to the names of the new hires listed for interview and the time and place on the Employer's premises designated for such an interview, the duration of which shall not exceed fifteen (15) minutes.

Article 8. UNION COMMITTEE & REPRESENTATION

8.01

The Employer recognizes Unifor representatives, as herein provided, as representatives of the employees in all matters pertaining to this agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this agreement and of enforcing bargaining rights of the employees under this collective agreement.

8.02 Union Committee Persons and Stewards

- (a) The Union shall elect up to two (2) members of the bargaining unit who shall function as the Union. Committee representatives of the employees in all matters pertaining to this collective agreement. One of the two representatives so elected shall be the Union Chairperson.
- (b) It is understood that when processing grievances, no more than one Committee member or steward shall meet with the Employer at any one time, except where necessary to ensure equal representation or at Step 2 when a total of two Union Committee representative (Union Committee members and/or stewards combined) may meet with the Employer.

NOTE: The grievor may attend the meetings and is not part of the formula "b". The Unifor National and/or Local 598 Representative will have the right to be present at all meetings with the Employer and the union committee dealing with any aspect of this collective agreement including the negotiations of the collective agreement.
- (c) The Union Committee shall have the right at any time to the assistance of representatives of the Unifor (National and/or Local 598). Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably denied.
- (d) The Union shall inform the employer of the names of the committee in writing annually. The Union shall update the list in writing whenever changes occur.
- (e) The Employer shall inform the Union of the names of the Department Heads and Supervisors in writing annually. The Employer shall update the list in writing whenever changes occur.
- (f) The two (2) employees on the Union Bargaining Committee shall be paid their regular straight time hourly rate of pay for all regularly scheduled hours lost due to attendance at negotiation meetings with the Employer up to and including conciliation, but not thereafter.

- (g) A Union Committee person or steward shall be paid his/her regular straight time hourly rate of pay for all scheduled hours of work lost due to attendance at a grievance meeting with the Employer up to but not including the arbitration stage.

8.03

- (a) The Union agrees that Union committee members and stewards elected or appointed by the Union shall be regular employees of the employer who have completed at least six (6) months of service with the employer.

8.04

The Union acknowledges that the Union committee members have their regular duties and responsibilities to perform for the Employer. However, if it is necessary for a Union committee member or steward to leave his/her work to attend to Union business, he/she may so leave his/her work without loss of pay for his/her regularly scheduled hours of work to attend to Union business on the following conditions:

- (a) Such business must be between the Union and the facility;
- (b) The time spent shall be devoted to the prompt handling of the Union business;
- (c) The employee concerned shall obtain the permission of the Department Head, if he/she is on the premises, or the Department Head's designate if the Department Head is not on the premises before leaving his/her work. Upon completion of his/her business, he/she will report to the Administrator or his/her designate, as applicable, and then return to his/her regular duties.

8.05 Union/Company Committee Meeting

- (a) The Employer and the Union Bargaining Committee shall meet quarterly, or as otherwise mutually agreed, to discuss matters of mutual concern and interest.

A Union Representative (National or Local) may also attend this meeting. A request for a meeting shall be made in writing at least one (1) week in advance of the date proposed and will be accompanied by a proposed agenda of matters for discussion.

- (b) Union Committee member(s) who attend a Union/Company Committee meeting will be paid his/her straight time hourly rate of pay for all scheduled hours of work lost due to attendance at such meeting.
- (c) The parties agree that a Joint Union/Company meeting will be held every three (3) months provided there are common matters for discussion.

8.06 Workload Complaint

- (a) The Union may submit a complaint in writing relating to the workload to the Union/Company meeting. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care.

- (b) The written workload complaint, to the extent possible, should be detailed as to facts, reasons, and recommended resolutions. The complaint must be submitted when known.
- (c) The written workload complaint must constitute an agenda item for discussion at the meeting of the Union/Company.
- (d) The employer or the Union must respond to the written workload complaint in writing, this response may be made within two (2) weeks following the meeting of the Union/Company committee where the complaint was discussed.
- (e) Both the written complaint and the written response shall be attached to and form part of the minutes of the Union/Company Committee meeting where the complaint was discussed.
- (f) It is understood that a workload complaint is not subject to the grievance or arbitration procedure.

8.07

The Employer will provide space for the Union to place a locked filing cabinet for the Union's exclusive use.

8.08 Accumulation of Seniority and Service

Seniority for the purposes of this agreement shall operate on a bargaining unit wide basis.

Full time employees shall accumulate seniority and service on the basis of their last date of hire, except as provided otherwise in this Agreement. Where more than one (1) full time employee commences employment of the same date, their seniority order will be determined by lottery on their first date of employment.

Part-time employees shall accumulate seniority and service on the basis of hours worked within the bargaining unit, except as expressly provided otherwise in this agreement.

Article 9. HEALTH, SAFETY AND ENVIRONMENT

9.01

The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.

9.02

A Joint Health and Safety Committee will be established with representation from the bargaining unit and an employee who is not represented by our Union. The number of Employer representatives shall not exceed the total number of union representatives.

The union may have an alternate representative to replace for absences (whether certified or not).

Unifor will be entitled to one representative for every twenty members in this bargaining unit, with a minimum of one (1) representative.

The Employer will recognize a Unifor certified representative and will pay for the training costs of one Unifor certified representative to a maximum of once every three years.

9.03

At no time shall the number of Employer representatives be allowed to outnumber the total number of union representatives.

9.04

Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The union members of the committee will elect the Union co-chair.

9.05

The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time, including as provided for under the recent amendments to the Act, pursuant to Bill 168, Workplace Violence and Harassment. Meetings will be held quarterly, or more or less frequently as the committee may determine. Agenda items will be submitted one week prior to the Health and Safety meeting. The union co-chair and the Employer co-chair will rotate the responsibility for chairing the meetings every other meeting, unless agreed otherwise.

9.06

Without limiting the generality of the foregoing, the committee shall:

- (i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the workplace and equipment.
- (ii) Make recommendations for the improvement of the health and safety of workers.
- (iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
- (iv) Record the minutes of the meetings, which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.

- (v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g. OWOSH, Workers' Health and Safety Center) respecting the identification of hazards and standards elsewhere.
- (vi) Unifor representative of the Committee are entitled to meet for at least half (½) hour prior to the Committee as may be necessary for preparation with payment from the Employer.

9.07

In the event of accident or injury, union and employer committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

9.08

No employee shall operate any piece of equipment or perform duties until he/she has received orientation, education and/or instruction.

9.09

The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid with lost workdays, the incidents of occupational injuries, and access to such other related non-confidential data available from the Employer.

9.10

The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.

9.11 Infectious Diseases

The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

In the event of a pandemic impacting the workplace, the parties will meet on a regular basis regarding mutual interests related to employment matters.

9.12

Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.

9.13 National Day of Mourning

Each year on April 28th at 11:00 a.m., one minute of silence will be observed in the workplace in memory of workers killed or injured on the job.

It is the intent of the parties that Unifor Health & Safety Committee members will be granted a Union leave of absence without pay pursuant to Article 15.04 in order to attend the June 20th Memorial Day Services. If the Employer is unable to find a replacement for the member(s) as provided therein, the Employer will provide the Union with sufficient notice to permit the Union to facilitate the finding of a replacement.

9.14 Protective Clothing and Equipment

The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothes. (Not dress code requirements.) This committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles). Any required equipment and protective clothing shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee requires the wearing of such protective clothing and equipment, employees are obligated to comply.

9.15

Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the costs of such treatments are not covered by some other sources the cost will be borne by the Employer.

If an employee does not take the recommended course of treatment, or fails to complete it, he/she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave if the credits are available.

9.16 Duty to Accommodate

The Parties will participate in the duty to accommodate process in a manner consistent with their duties under the Ontario Human Rights Code. For employees with disabilities, the Company has the primary duty to provide accommodation, the Union has a duty to assist in accommodation and an employee seeking accommodation has a duty to cooperate in the search for accommodation.

The Company will involve the Union in the duty to accommodate process in a manner which respects its role as exclusive bargaining agent, is consistent with the Union's duty to assist in accommodation and which meets any specific requirements in the collective agreement.

The Company will request medical information from employees as is reasonably necessary to verify an absence from work, to provide accommodation to disabled employees and to manage an employee's return-to-work. Any such medical information obtained will be treated confidentially in accordance with legal requirements.

In accommodating a disabled employee, the Company will first assess whether the employee can be accommodated in his or her own job. If this is not possible, the Company will assess whether the employee can be accommodated in another unionized position if available and qualified (meaningful work), short of undue hardship. As part of this assessment, any applicable collective agreement provisions will be considered.

Where it is not possible to accommodate a disabled employee or where a disabled employee is unwilling to accept the accommodation offered by the Company, a representative of the Union will be involved in any future discussions.

9.17 Injured Worker Provisions

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to her home as indicated, at the Employer's expense.

Article 10. GRIEVANCE AND ARBITRATION PROCEDURE

I. GRIEVANCE PROCEDURE:

10.01

The parties to this agreement recognize the Union Committee persons, stewards and Unifor representatives as the agents through which employees shall process their grievances.

10.02

It is agreed that an employee shall have the assistance of a Union committee person or a steward in the presentation of the employee's complaint or grievance at any stage of the procedure.

10.03

It is understood that where a Union Committee person or steward attends a grievance meeting with the Employer to assist in the presentation of a complaint or grievance, the union committee person shall be paid his/her regular straight time hourly rate of pay for time lost from his/her scheduled hours of work due to attendance at the meeting. It is understood that only one Union representative (a union committee member or a steward) shall attend a grievance complaint meeting with the Employer at any one time, except for the Step 2 meeting. There shall be an equal number of representatives from both sides with the grievor excluded from the formula.

10.04 Definition of Complaint/Grievance

For the purposes of this Agreement, a complaint or grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this collective agreement including any question as to whether a matter is arbitrable.

10.05 Complaint/Grievance Procedure

All complaints and grievances shall be taken up in the following manner:

Complaint Procedure - Step No. 1

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her Supervisor the opportunity of adjusting his/her complaint. The employee who may have the assistance of a Union Committee person or steward shall discuss the complaint with the Supervisor, within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and it is understood that no grievance may be filed where the circumstances giving rise to such grievance occurred more than seven (7) calendar days prior to the employee discussing his/her complaint with the Supervisor. The Supervisor shall give a verbal decision within seven (7) calendar days following the discussion. Any settlement achieved at the complaint stage is without prejudice or precedent to the parties in any other existing or future matters but is with prejudice to the specific complaint that has been resolved.

Failing settlement, the complaint may then be taken up as a written grievance within seven (7) calendar days following advice of the Supervisor's decision in the following manner:

Step No. 2

Within seven (7) calendar days from receipt of the decision under the complaint stage Step 1, a Union Representative may submit the grievance in writing to the Administrator.

A meeting will then be held between the Administrator, and/or designate, the grievor and up to a total of two Union representatives (Union Committee members and/or stewards combined) within seven (7) calendar days of the decision under the complaint stage Step No. 1, unless such time frame is extended by mutual written agreement of the parties. It is agreed that the Employer's representatives and the Union's representatives in attendance will be the representatives appropriate for the issue(s) in the grievance. Unifor Local and/or National representative and the grievor may be present at the meeting. It is further understood that the Administrator, or his/her designate, may have such counsel and assistance as he/she may desire at such a meeting. There shall be an equal number of representatives from both sides with the grievor excluded from the formula. The decision of the Administrator shall be delivered in writing within seven (7) calendar days following the date of such meeting. Failing settlement of any grievance under the foregoing procedure, the grievance may be referred to arbitration within thirty (30) calendar days except in the case of discharge where it will be fourteen (14) calendar days after the decision of the Administrator in Step No. 2 is given, in accordance with the arbitration process.

10.06 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 Number 2 of the grievance procedure, providing that it is presented within ten (10) calendar days after the circumstances giving rise to the grievance have originated or occurred. The Policy Grievance shall be signed by a Unifor representative and submitted directly to the Administrator. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby by-passed.

10.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Supervisor or Administrator or designate, as applicable, or his/her designate within seven (7) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such a grievance.

10.08 Layoff and Recall Grievances

Grievances concerning layoffs and recall shall be initiated at Step 2 of the grievance procedure.

10.09 Discharge Grievance

- (a) The discharge of a probationary employee shall be at the sole discretion of the Employer, which discretion shall not be exercised in bad faith or in an arbitrary manner. A claim by a probationary employee that she has been discharged contrary to this standard shall be treated as a grievance if a written statement of such grievance is filed with the Employer at Step No. 2 within seven (7) calendar days after the discharge is affected.
- (b) A claim by an employee who has completed his/her probationary period that he/she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is filed with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge is affected.
- (c) Grievance under (a) and (b) may be settled under the Grievance or Arbitration Procedure by:
 - (i) confirming the Employer's action in dismissing the employee; or
 - (ii) Reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
 - (iii) By any other arrangement which may be deemed just and equitable between the Union and the Company or by the arbitrator.

II. ARBITRATION PROCESS

10.10

It is agreed by the parties hereto that any grievance arising from the difference of opinion relating to the interpretation, application or administration of this agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration which is defined in the Ontario Labour Relations Act.

10.11

In the event that either party proceeds to arbitration, it shall notify the other party in writing of its intentions within thirty (30) calendar days except in the case of discharge where it will be fourteen (14) calendar days of the receipt of the answer at Step 2 along with the name of its nominee on an Arbitration Board. If no written request for arbitration is received within fourteen (14) calendar days after the Step No. 2 response is given, the grievance shall be deemed to have been abandoned unless such time frame is extended by mutual written agreement of the parties. Within seven (7) calendar days of receipt of such notice, the party shall notify the other of the name of its nominee. The two nominees shall select an impartial chairperson. Failing to do so within ten (10) calendar days, either party shall request the Minister of Labour for the Province of Ontario to appoint a chairperson. A Board of Arbitration shall have no power to alter, modify, detract from, suspend, amend, or change, rates of pay or provisions for another provision, but shall have the power to dispose of any grievance by any arrangements which in its opinion it deems just and equitable.

10.12

Upon mutual agreement, the parties may submit the grievance to a single arbitrator who shall have the same power as a Board of Arbitration.

10.13

Each of the parties hereto shall equally bear the expense of its nominee to the Board, and the parties hereto shall jointly bear the expenses and fees of the chairperson.

10.14

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

10.15

All agreements reached under the grievance or arbitration procedure between the representatives of the Employer and the representatives of the Union will be final upon Employer, the Union and the employees involved subject to the provisions re settlements achieved at Step No.1, Complaint Procedure.

10.16

The Arbitrator shall not have the jurisdiction, to alter, amend, modify, add or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, not to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.

10.17

The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

10.18

The time limits set out in the Grievance Process and in the Arbitration Process herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of the Labour Relations Act. Any of the time limits above may be extended by mutual written agreement of the parties.

10.19

If there is a backlog of grievances which have not been heard at Step No. 2 within the applicable time limits, the Employer will, at the Union's request, schedule special grievance meeting(s) to clear the backlog.

10.20

At the final stage of the grievance procedure, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the facility to view, any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the facility.

Article 11. DISCIPLINE

11.01 Copies of Written Discipline

A copy of any formal discipline that is to be recorded in writing in the employee's file shall be given to the employee and shall also be given to the Union Committee Chairperson and faxed to the Local Union Office.

11.02 Access to Personnel File

Upon a written request given at least one (1) week in advance, an employee shall have access to review his/her personal file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. The review shall take place following the employee's shift at a mutually agreeable time in the presence of the Administrator or the Administrator's designate. The employee may have a Union Committee person/steward present upon his/her request. It is understood and agreed however that the employee is not entitled to see job references.

11.03

An employee who is subject to formal disciplinary action, which is to be recorded in the employees' personnel file, shall be entitled to have a Union Committee member present at the time such discipline is given. In each case the Committee member will be present unless the employee waives this right by signing a waiver in the presence of the Committee member.

In the normal course, the Employer will advise the Union Chairperson, or in his/her absence a Union Committee person or steward, in advance that the meeting is anticipated to be disciplinary in nature and will further generally advise of the nature of the alleged offence(s), except where the credibility of the employee may be a factor. It is understood that the Employers failure to disclose such information in advance of the meeting will not nullify otherwise meritorious discipline.

11.04 Clearance of Disciplinary Record

Except as noted herein, records of formal disciplinary action will be removed from the employees personnel file once eighteen (18) months have elapsed since the date of the last formal disciplinary action on the file. Notwithstanding the foregoing, where the employee has been disciplined for resident abuse, the discipline will be removed from the file once thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

11.05 Imposition of Discipline

Where the Employer becomes aware of an incident or situation which could give rise to discipline of an employee(s) within the bargaining unit, the Employer will investigate and make a determination within **ten (10) days**. It is understood that the employer's failure to make a determination within **ten (10) days** will not nullify otherwise meritorious discipline if such delay is due to the availability of individuals, and documents necessary to the investigation, as well as the nature, scope and complexity of the investigation that is required.

Article 12. SENIORITY AND SERVICE

12.01 Accumulation of Seniority and Service

Seniority for the purpose of this agreement shall operate on a bargaining unit wide basis.

Full-time employees shall accumulate seniority and service on the basis of their last date of hire, except as provided otherwise in this Agreement. If two (2) or more employees commence work on the same day, their position on the seniority list shall be in order of the first shift worked, i.e., days, evenings or nights.

Part-time employees shall accumulate seniority and service on the basis of hours worked within the bargaining unit, except as expressly provided otherwise in this agreement.

For part-time employees, it is recognized that eighteen hundred hours (1800) worked within the bargaining unit equals one (1) year of full seniority and service.

12.02 Change of Status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of eighteen hundred (1800) hours of part-time seniority and service being equivalent to one (1) year of full-time seniority and service credit. A full-time employee whose status is changed to part-time shall be given credit for seniority and service on the basis of one (1) year of full-time seniority and service being equivalent to eighteen hundred (1800) hours of part-time seniority and service credit.

12.03 Probationary Period

Full-time employees newly hired into the bargaining' unit must complete a probationary period of three months worked and part-time employees newly hired or transferred into the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked. The probationary period may be extended with the mutual agreement of the Employer, employee and the Union.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except as expressly provided otherwise in this agreement. The discharge of a probationary employee shall be in accordance with Article 10.09. Employees shall not accumulate seniority during the probationary period. However, upon successful completion of the probationary period the employee will be credited with seniority for the probationary period.

12.04 Seniority Lists

The Employer will keep up-to-date seniority lists for the bargaining unit and will post the same on a bulletin board by April 1st and October 1st of each year. A copy of the seniority list shall be given to the unit chair. Seniority lists will include names, classification, department, date of hire, seniority date and seniority hours and sent to the Local Office.

12.05

Protests with regard to the above-mentioned lists shall be submitted in writing to the Administrator within thirty (30) calendar days of the date the lists are posted on the bulletin boards. When proof of error is presented by the employee or his/her representative, such error will be corrected immediately and when so correct the agreed upon correction will be final and a revised seniority list will be posted and sent to the Union Office.

12.06 Loss of Seniority, Service

An employee shall lose all service and seniority and shall be deemed to be terminated if he/she:

- (a) voluntarily quits the employ of the facility;
- (b) retires or is retired;
- (c) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (d) has been laid off for twelve months if the employee had less than two (2) years of employment with the Employer of the date of the commencement of the layoff, or twenty-four (24) calendar months if the employee had two (2) years or more of employment on the date of the commencement of the layoff;
- (e) is absent from work for a period of three (3) consecutive working days or more for which he/she was scheduled to work without a satisfactory reason for such absence; and/or is absent from scheduled work for a period of three (3) or more days without notifying the Employer without a satisfactory reason for the failure to notify,
- (f) utilizes a leave of absence for the purpose of engaging in gainful employment elsewhere, unless approved in writing by the Administrator;
- (g) fails to return to work upon termination of an authorized leave of absence without satisfactory reason;
- (h) fails upon being notified of a recall to signify his/her intention to return within five (5) calendar days after he/she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after he/she has received the notice of recall;
- (i) is absent due to illness or non-compensable injury for a period in excess of twenty-four (24) months;
- (j) is in receipt of Workers' Compensation as a result of injury incurred while in the employ of the Employer and is absent for a period in excess of twenty-four (24) months.

[*Note: The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code in the application of (i) and (j)]

12.07

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following will apply:

- (a) The employer will pay its share of the health & welfare benefits for the calendar month in which the leave commences and, in the month, immediately following. (Full-time only)
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefits coverage may be continued by the employee provided that he/she pays the total cost of the premiums to the employer for each monthly period in excess of thirty (30) consecutive days of absence except as modified by 12.07(a). (Full-time only)
- (c) Seniority for the purposes of promotion, demotion, transfer or layoff or any other seniority role shall be suspended and shall not accumulate during the period of the

absence. Notwithstanding this provision, seniority shall accrue during an absence due to illness or due to a disability resulting in WSIB benefits for twenty-four months.

Credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under the collective agreement will not accumulate but will remain fixed at the amount held at the commencement of the leave, and the benefits concerned appropriately reduced on a pro-rata basis.

Notwithstanding the foregoing, service shall accumulate while an employee is absent due to illness to a disability resulting in WSIB benefits for a period of six (6) months.

- (d) It is understood that an employee who chooses to continue benefits under a) or (b) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due. (Full-time only)
- (e) Notwithstanding the foregoing, seniority accumulation, service accumulation, and the Employer's continuation of its share of the benefit premiums, if any, for employees on pregnancy or parental leave shall be governed in accordance with letter of understanding attached to this Collective Agreement.

[*Note: For part-time employees who accrue seniority and service during a leave of absence in accordance with this Article, or during vacation or any other provision of the agreement, the seniority and service will be calculated on the basis of their weekly (pro-rated if less than a week's leave) average of hours worked as averaged over the thirteen-pay period prior to the leave.]

12.08

No employee covered by this agreement will be assigned to a position outside of the bargaining unit without the employee's consent.

Article 13. JOB POSTING

13.01

In the event new classifications is created within the bargaining unit or permanent vacancies or temporary vacancies as per 13.08 occur in a classification within the bargaining unit the Employer will post notice on the bulletin board(s) of such vacancy for seven (7) calendar days prior to filling the position. In order to receive consideration, applications from within the bargaining unit must be made within the seven (7) calendar days period referred to herein.

13.02

The job posting will stipulate the department and classification, the qualifications, the rate of pay, the starting times, starting date and shift, i.e. days or nights. It is understood that a change of start time or shift is not a job posting.

13.03

Employees who are on vacation or a leave of absence of a definite term of three (3) months or less may indicate in advance in writing submitted to the **Unit Chair and Administrator** or his/her designate their desire to apply for a permanent job posting if such posting should occur during their absence. In such case, if the employee is the successful applicant, the Employer will fill the vacancy temporarily until the employee returns from vacation or leave of absence.

13.04

If no applications are received by the close of the posting period or if the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire from outside the bargaining unit.

13.05

In filling the vacancies within the bargaining unit, all qualified applicants from within the bargaining unit shall be considered on the basis of the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall be awarded the vacancy. Notwithstanding 13.06 (a), where any qualified applicants from within the bargaining unit have more than three (3) years of seniority, the Employer shall award the vacancy to the most senior applicant who has the necessary ability.

13.06

The name of the successful applicant shall be posted by the Employer within one day (i.e. excluding Saturdays, Sundays and fixed designated holidays) of the posting being accepted and the Employer shall give a copy of the posting to the local Union. Failure to meet the deadline shall not render the posting null and void.

The successful applicant will be moved to the new position within a maximum of 2 (two) scheduling periods or 28 (twenty-eight) days unless extenuating circumstances justify a delay.

13.07

A successful applicant within the bargaining unit will be placed in the position for a period of one hundred and fifty (150) hours worked. Such trial promotion or transfer shall become permanent after the trial period unless:

- (a) The employee feels that he/she is not suitable for the position and wishes to return to his/her former position; or
- (b) The Employer feels that the employee is not suitable for the position and requires that he/she return to his/her former position.

In the event of either (a) or (b) above, the employee will return to his/her former position and salary without loss of seniority within his/her former classification. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to his/her former position and salary without loss of seniority.

Where a trial promotion or transfer does not become permanent pursuant to (a) or (b) above, the vacancy arising from the employee returning to his/her former position will not be re-posted. Rather, the Employer will offer the vacancy to the next highest ranked qualified applicant in accordance with 13.06 who had originally applied for that vacancy.

13.08 Temporary Vacancies

A temporary vacancy is a vacancy created by an employee's absence due to pregnancy leave, parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed sixty (60) calendar days. Vacancies expected to exceed sixty (60) calendar days will be posted and filled in accordance with the criteria of Article 13.06, subject to the following. Full-time employees may only apply for full-time temporary vacancies which are reasonably anticipated to exceed six (6) months.

The Employer will outline to the employee selected to fill the vacancy, the anticipated conditions and duration of such vacancy. Upon the return of the employee from his/her absence, he/she and others affected will return to their former positions.

A part-time employee who is selected to fill all or part of any temporary full-time vacancy will retain his/her part-time status during the temporary period.

An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of his/her temporary position.

Article 14. LAYOFF AND RECALL

14.01 Definition of Layoff and Long Term Layoff

A layoff for the purpose of this agreement will be defined as the elimination of a full-time employees position or the elimination of a part-time employees position or the reduction in regularly scheduled hours of a full-time employee.

A long-term or permanent lay-off will be deemed to be any layoff that is reasonably anticipated to exceed twelve (12) calendar weeks.

14.02 Notice of Permanent, Long-Term Layoff

Notice to the Union

In the event of a layoff of a permanent or long-term nature, the Employer will provide the Union with at least eight (8) week's notice. This notice is not in addition to the required notice for individual employees. In addition to the notice indicated in 14.02 or under the Employment Standards Act, the employer shall provide severance pay equal to one (1) week's wages per year of service and portion thereof up to a maximum of 26 weeks. A week's wages shall be determined as being the average of the employee's total earnings over the twelve weeks prior to layoff.

The Employer will meet the Union through the Union/Company Committee to review the reasons and expected duration of the layoff, any realignment or service of staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in the collective agreement.

Notice to the Employees

In the event of a layoff of a permanent or long term nature, the Employer will provide the affected employees with notice in accordance with the Employment Standards Act. Subject to any notice exceptions in the Employment Standards Act, the notice shall be in accordance with the following schedule:

Employee's Period of Employment:	# of Weeks of Notice
Less than 1 Year	1 Week
1 Year or more but less than 3 Years	2 Week
3 Years or more but less than 4 Years	3 Week
4 Years or more but less than 5 Years	4 Week
5 Years or more but less than 6 Years	5 Week
6 Years or more but less than 7 Years	6 Week
7 Years or more but less than 8 Years	7 Week
8 Years or More	8 Week

14.03 Layoff Process (Full-Time)

- (a) In the event of a layoff of full-time employee(s), the Employer will lay-off full-time employees within the affected classification(s) in the reverse order of their bargaining unit seniority provided that there remain on the job employees who have the ability and qualifications to perform the work, subject to the following:

A full-time who is subject to layoff shall have the right to:

- (i) Accept the lay-off; or

- (ii) Displace a full-time employee who has lesser bargaining unit seniority and who is the least senior full-time employee within the same classification or an identical or lower paying classification provided that the full-time employee originally subject to lay-off is qualified for and can perform the duties of the classification with a maximum of three (3) shifts of orientation; or
- (iii) Displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical or lower paying classification, provided that the full-time employee is qualified for and can perform the duties of the classification with a maximum of three (3) shifts of orientation.

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

The decision of the full-time employee to choose (i), or (ii) or (iii) above shall be given in writing to the Administrator within three (3) days (excluding Saturdays, Sundays, and fixed designated holidays) following the notification of lay-off. Employees' failing to do so will be deemed to have accepted the lay-off.

14.04 Layoff Process (Part-Time)

- (a) In the event of a layoff of part-time employee(s), the Employer will lay-off part-time employees within the affected classification(s) in the reverse order of their bargaining unit seniority provided that there remain on the job employees who have the ability and qualifications to perform the work, subject to the following:

A part-time employee who is subject to layoff shall have the right to:

- (i) Accept the lay-off; or
- (ii) Displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical or lower paying classification provided that the part-time employee originally subject to layoff is qualified for and can perform the duties of the classification with a maximum of three (3) shifts of orientation.

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

The decision of the part-time employee to choose (i), or (ii) above shall be given in writing to the Administrator within three (3) calendar days (excluding Saturdays, Sundays and fixed designated holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

14.05 Recall Rights

Clarification Note: Recall rights apply to those employees who have been laid off and are not actively employed either because they did not exercise their displacement rights or were unable to displace any other bargaining unit employee and "laid off" or "on layoff" shall bear the same meaning for the purposes of this Article.

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she has the ability and qualifications to perform the work.

A full-time employee who has been recalled to a part-time will not be required to accept the recall and may instead remain on layoff and vice versa.

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

- (b) The Job Posting Process applies prior to the exercise of recall rights. If a laid-off employee bids for and is successful in obtaining a job posting, he/she shall have no further rights with regard to recall.
- (c) No new employees shall be hired from outside of the bargaining unit until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision or have been found non-qualified or unable to perform the work available. The employer may hire from outside the bargaining unit for the period between recall and return to work date.
- (d) Employees on lay-off will be given opportunity for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy will not be required to accept such recall and may instead remain on lay-off.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within fourteen (14) calendar days after being notified of recall. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee

shall report for work. The employee is solely responsible for his/her proper address being on record with the Employer.

Article 15. LEAVES OF ABSENCE

15.01 Personal Leave

The Administrator or his/her designate may grant in writing a request for a leave of absence without pay for personal reasons provided that he/she receives at least four (4) weeks advance written notice unless impossible, and further provided that such leave may be arranged without undue inconvenience to the normal operations and staffing requirements of facility. The leave will not be unreasonably denied. Where it is not possible for the employee to provide four (4) weeks' notice, he/she shall provide as much advance notice of his/her request as possible. Applicants when applying must indicate the reason, the date of departure and the date of return.

Except as hereinafter provided, it is further understood that personal leaves of absence will not be granted during the prime summer vacation period of June 15th to September 15th or during the period from December 15th to January 8th. In extenuating compassionate circumstances, the employer will grant a personal leave of absence during these time periods.

It is expressly understood that personal leaves of absence will not be granted for the purposes of the employee engaging in gainful employment elsewhere.

15.02 Jury Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who is required to serve as a juror in any court of law or is subpoenaed to attend as a witness for the Crown in any court, or is required by subpoena to attend a court of law (excluding a subpoena where the employee is the subject of the case) or coroner's inquest.

There shall be a maximum of twenty (20) days for jury duty and coroner's inquest in connection with a case arising from the employee's duties at the facility and a maximum of ten (10) days for the others.

The Employer shall pay such an employee at his/her straight time hourly rate of pay for all scheduled hours missed due to such attendance provided that the employee:

- (a) Notifies the Employer immediately upon the employees' notification that he/she will be required for such service or attendance as set out above;
- (b) Presents proof of service requiring the employee's attendance and proof of dates and times of attendance;
- (c) Deposits with the Employer the full amount of compensation received, excluding mileage, traveling allowance and meal allowance, and an official receipt thereof;

- (d) Comes to work during those scheduled hours of the day shift that he/she is not required to serve or attend for the purposes set out above, provided that at least one-half of her shift remains.

An employee on leave in accordance with this provision shall accumulate seniority and service.

15.03 Education Leave

- (a) The Employer may grant an employee request for an unpaid leave of absence for an employee to upgrade his/her employment qualifications provided that the employee provides at least one (1) months' notice in writing and further provided that the leave of absence may be arranged without undue inconvenience to the normal operations of the facility. Applicants, when applying, must indicate the date of departure and specific date of return. Any benefits based on service and seniority shall be retained but not accumulated, to that which he/she held prior to the Education Leave.
- (b) If an employee is required by the Employer to upgrade his/her present qualifications for his/her present classification, then such employee shall be entitled to a leave of absence without pay. The Employer will reimburse any fee charged for the course, provided that the employee successfully completes the course, but not any other travel, meals or accommodation, or other expenses.
- (c) Where the Employer requires an employee to attend any in service program or any mandatory training within the Home during the employee's regularly scheduled working hours, the employee shall suffer no loss of regular pay for scheduled working hours missed.

When an employee is required by the Employer to attend in services including online education outside their regularly scheduled working hours, and the employee does attend same, the employee shall be paid for all time spent on such attendance at their regular straight time rate of pay.

[Note: The Employer's payment obligation under b) shall not apply to pre-employment conditions for employment.]

15.04 Union Leave of Absence

The Employer will grant unpaid leaves of absence to employees to attend to Union business provided that the leaves do not interfere with the proper operation of The Walford on the Park and subject to the conditions set out herein:

- (a) The Union provides at least four (4) weeks written advance notice of the requested leave. Where such notice is impossible, the Union will provide as much advance notice as possible;
- (b) The leave is subject to the ability of the Employer to replace the employee at straight time hourly rates of pay;

- (c) Where the Union requests leave for multiple employees to be absent at the same time, the Union agrees to co-operate with the Employer in facilitating the replacement of the employees.
- (d) No more than two (2) employees may be absent on Union leave at the same time. If requested and the employer can accommodate a third employee then the employer will approve the request.
- (e) The aggregate cumulative total leaves for the bargaining unit shall be twenty (20) days in a calendar year, which does not include leaves of absence for one (1) employee selected to attend Unifor education leaves.

15.05 Long Term Union Leave

Upon application by the Union in writing, the facility will give reasonable consideration to a request for a long term leave of absence without pay to an employee elected or appointed to a full-time position with the Local or the National Union. Such leave shall be for a period of up to three (3) years and may be renewed for a further period as may be agreed between the parties.

Notwithstanding that the leave is a leave without pay, the employee will accumulate seniority and service during the leave. It is agreed that the employee will be considered an employee of the Union for WSIB purposes during the leave and the Union shall arrange for WSIB coverage. It is understood the employee is not considered to be actively employed by the home during such leave.

15.06 Bereavement Leave

- (a) A full-time employee who has completed the probationary period of employment will be allowed **five (5)** consecutive working days leave of absence without loss of pay in the event of the death of the employees father, mother, sister, brother, wife, husband, child, mother-in-law, father-in-law, common law spouse, grandparents, grandparents-in-law, grandchildren, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parents, step- children.

An employee who qualifies for bereavement leave may save 1 day for a celebration of life service.

- (b) A part-time employee who has completed the probationary period of employment will be allowed three (3) consecutive days leave of absence without loss of pay in conjunction with the date of death or the date of funeral (with one of the days being either the date of death or the date of funeral) in the event of the death of the employees father, mother, sister, brother, wife, mother-in-law and father-in-law, common law wife/spouse, husband, child, grandparents, grandparents-in-law, grandchildren, daughter-in-law, son-in-law, sister-in-law or brother-in-law, step-parents, step-children. It is understood that pay for such days of absence is limited to the employees' scheduled days actually missed from work.

- (c) The Administrator may consider a request for an extension of a period of bereavement leave or other special instances of bereavement leave.
- (d) A full-time or part-time employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which he/she is on sick leave. When a full-time or part-time employee is on vacation and is eligible for bereavement leave, she shall be paid for the bereavement leave in accordance with this Article and her vacation will be extended accordingly.

When a full-time employee is scheduled off on holiday and she is eligible for bereavement leave she will be paid for the bereavement leave in accordance with the above and will be granted a day off in lieu of the holiday to be scheduled in accordance with the lieu day scheduled provisions of Article 18.

15.07 Pregnancy and Parental Leave

Preamble: Employees will be granted Pregnancy and Paternal Leave in accordance with the Employment Standards Act of Ontario, as an attached.

NOTE: The current section of the Act will be attached and amended as legislation changes.

(a) Pregnancy Leave

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

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

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Parental Leave.

- (iv) An employee who does not apply for leave of absence under Parental Leave and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence upon providing the Employer, before the expiry of two (2) weeks after she cease to work, with a certificate of legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving an estimated day upon which, in his opinion, deliver will occur or the actual date of her delivery.
- (v) During the period of leave, the Employer shall continue to pay the Employer`s portion of hospital, medical, dental, group life and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

It is understood that an employee who makes an election to continue her contribution towards benefits under this provision shall provide the Employer with payment for the amount required on or before the first day of each month.

Where an employee makes such election to continue her contribution towards the benefits, but then does not remit her payment to the Employer as required above, the benefit coverage will be discontinued, and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- (vi) An employee who intends to resume her employment on the expiration of the leave of absence granted shall so advise the Employer when she requests the leave of absence. If an employee returns to work at the expiry of the leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if, designated or to a comparable position, if it does not. If no comparable position does exist then the lay-off provisions shall be triggered.
(If not ready)

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

- (vii) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with (d) above.

- (b) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- (c) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (d) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Parental Leave of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

II. Parental Leave

- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own, or as may be defined or interpreted under the *Employment Standards Act*.
- c) The Pregnancy Leave provisions c, d, e, f and g also apply to Parental Leave.

Article 16. HOURS OF WORK & SCHEDULING

16.01

Nothing in the following provisions or in this collective agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or of the number of shifts of work per week or any other time period. A shift is defined as day, evening or night.

16.02

The normal hours of work for a full-time employee shall be seven and one-half (7 ½) hours per day, not including a one-half hour unpaid meal period, and seventy five (75) hours per bi-weekly period, exclusive of unpaid meal periods. The meal period will be scheduled within the first 5 ½ hour of the shift. Straight time paid meal break is part of the regular hours for nursing staff provided they do not leave the premises.

16.03

Employees required for reporting purpose shall report to their workstation five (5) minutes prior to the commencement of their shift which period shall be unpaid.

16.04

The employer will schedule a full-time employee off, a minimum of four (4) days off in the bi-weekly period. No full-time employee will be scheduled for more than five (5) consecutive shifts for without a minimum of one (1) day off, unless mutually agreed between the Employer and the employee. The Employer will schedule full-time employees off every other weekend for two consecutive days unless the employee consents or requests to be scheduled to work additional weekends. The Employer will schedule part-time employees off every third weekend for two consecutive days unless the employee consents or requests to be scheduled to work additional weekends. A weekend off means that the majority of hours worked in the shifts do NOT fall within the calendar days Saturday and Sunday. If for operational requirements the employer cannot meet the weekend off obligation, then the employer will schedule the weekends off based on ask the most senior and require the least senior.

16.05

An employee will be permitted a paid rest period of fifteen (15) minutes for each four (4) hours they are required to work to be taken at time(s) designated by the Employer.

16.06

Meal periods will be uninterrupted, except in cases of emergency. If due to an unforeseen circumstance, an employee is required to work through all or part of his/her meal period, that portion of the meal period that was interrupted shall be rescheduled as soon as practical thereafter.

16.07

It shall be the responsibility of the Supervisor or his/her designate to construct posted work schedules, including the days and shifts of work for an employee, the starting and quitting times each day, and the timing of lunch and rest periods.

16.08

The Working Schedules will be posted at least two (2) weeks before being effective.

16.09

It shall be the responsibility of the employee to consult the posted work schedule.

- (a) It is understood that in the normal course, once the work schedule is posted, the Employer shall not change the posted days and shifts of work of an employee without the employees' consent, which consent shall not be unreasonably withheld by the employee. However, if the employer requires a change to the posted days and shift, then such change shall be implemented on the basis of asking the most senior and require the least senior.

- (b) It is understood that (a) does not apply in circumstances of layoff, or extenuating circumstances where the change in the posted schedule is necessary for resident care. In such cases, changes to the posted work schedule required by the Employer shall be brought to the attention of the employees as soon as possible.
- (c) It is understood that (a) does not apply where the change in an employee's posted schedule arises due to another employee returning from a leave of absence with short notice.

16.10

The Employer will not schedule full-time or **Part-time** employees to work split shifts.

16.11

- (a) Employees will be allowed to trade, that is mutually exchange shifts or give away shifts, with another employee of their own classification, with the prior approval of their Administrator or designate. Such request will be in writing dated, signed, and co-signed by the employee willing to exchange shifts, or accept the shift and submitted for approval at least two (2) working days prior. Such approval shall not be unreasonably withheld. For the purpose of this Article, working days means Monday to Friday during office hours.
- (b) It is understood that any such change initiated by the employee and approved by the Administrator or designate shall not result in overtime compensation or any increased cost to the Employer or in any other claims on the Employer by any employee or by the Union under the terms of this Agreement.

16.12

An employee will obtain permission from their Administrator or designate before leaving work prior to their scheduled quitting time.

Article 17. PREMIUM PAYMENT

17.01

The regular straight time hourly rate of pay is that prescribed in the wage schedule of the collective agreement.

17.02

Overtime shall be paid for all hours worked in excess of the normal hours as referred to in Article 16.02, exclusive of the unpaid meal periods, at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. All overtime must be authorized in advance by the Employer.

17.03

A full-time employee who is absent on paid time on scheduled work days because of sickness or holidays or vacation shall be considered as if he/she had worked his/her scheduled hours during such absence for the calculation of eligibility for overtime.

17.04

If an employee works a full seven and one-half (7 ½) hour shift and then works at least three (3) hours of overtime consecutive with the 7.5 hour shift, he/she shall be provided a meal by the Employer, or if a meal cannot be provided he/she shall receive a meal allowance of fifteen (\$15.00) dollars. This clause does not apply to employees working extended tours.

17.05

In the event that the Employer requires overtime to be worked at the beginning or end of a shift, the Employer will offer the overtime first to the full-time employees within the classification who are on shift in order of seniority and then to the part-time employees within the classification who are on shift in order of seniority. In the event no employee voluntarily accepts the overtime work, the Employer will assign the overtime work to employees within the classification who are on shift in the reverse order of seniority.

17.06 Daylight Saving Time

During the changeover from Daylight Saving Time to Eastern Standard Time, or vice-versa, an employee shall be paid for the hours actually worked at straight time wages.

17.07 Minimum Reporting Allowance

If an employee reports for work at her scheduled time and no work is available, such employee will be paid a minimum of three (3) hours pay at her regular straight time hourly rate of pay, provided that the employee has not previously received notification orally or in writing from her Department Head or designate not to report.

This minimum reporting hours of work or allowance does not apply and is not payable in case of any labour dispute or emergency such as a fire and power shortage which disrupt the operation of the facility, nor shall it apply to employees returning to work without required notice after absence.

17.08

Overtime premiums or other premiums shall not be duplicated nor pyramided.

17.09

Effective January 1, 2022, a weekend premium of **\$0.20/hour** will be paid to all employees that work on Saturday and Sunday.

17.10

Evening/Night premium of \$0.10/hour will be paid to all employees that work between 5:00PM to 8:00AM

Article 18. HOLIDAYS

18.01

(a) A full-time employee who otherwise qualifies hereunder shall receive the following paid holidays:

New Year's Day	Good Friday	Labour Day
Victoria Day	Thanksgiving Day	Canada Day (July 1 st)
Christmas Day	Boxing Day	Family Day

- (b) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will be included with the holidays designated in 18.01 (a) above. The intent is that during the duration of this agreement there will be no more than the number of holidays negotiated by the parties in this collective agreement.
- (c) In addition to the holidays designated in (a) above, a full-time employee who otherwise qualifies will be entitled to a maximum of two (2) floating holidays equal to 8 hours, based on the employee's normal daily hours, at their regular rate of pay.

18.02

- (a) In order to be eligible for a paid holiday, a full-time employee must have worked his/her last scheduled shift immediately preceding, and her first scheduled shift immediately following the holiday unless the employee is on vacation or is absent due to an illness or injury confirmed by a physician's certificate if requested. Employees shall not be entitled to holidays with pay which fall between the period Pregnancy, Parental, WSIB, or an unpaid leave of absence over thirty (30) days.
- (b) An otherwise eligible full-time employee who is scheduled to work on one of the designated holidays but does not report to work and work as scheduled, shall forfeit her holiday pay for the particular holiday unless absent due to illness or injury which is confirmed by a physician's certificate, if requested.

18.03

A part-time employee who works on any of the designated non-float holidays listed in 18.01 (a) shall be paid at the rate of one and one-half times (1.5x) his/her regular straight time rate of pay for all hours worked on the holiday. In addition, where a part-time employee who works on a Paid Holiday in 18.01, they shall also receive statutory holiday pay equal to 8 hours, based on the employee's normal daily hours, at their regular rate of pay (or the applicable rate for classification in which the work was performed). The employer will schedule part-time employees to work the designated holidays on a rotational basis.

If the part-time employee does not work on a Paid Holiday in 18.01 the percentage in lieu

in Article 21 covers the part-time employee's statutory holiday pay.

18.04

A full-time employee who is required to work on any of the above-named holidays shall be paid at the rate of time and one-half times (1 ½ x) his/her regular straight time rate of pay for all hours worked on such holiday. In addition, a full-time employee who has qualified in accordance with 18.02 will be granted either:

- (a) Holiday pay equal to 8 hours, based on the employee's normal daily hours, at their regular rate of pay; or
- (b) A lieu day off with pay equal to 8 hours, based on the employee's normal daily hours, at their regular rate of pay to be taken within sixty days before or following the holiday on a day mutually satisfactory to the employee and Supervisor. It is understood that the employee must advise the Employer in writing at least fourteen (14) calendar days prior to the holiday whether he/she elects a) or b) and , if he/she elects b), he/she must at the same time advise the Employer of the date(s) upon which he/she requests to take the lieu day. Where the employee fails to so advise the Employer, he/she will be paid holiday pay for the holiday.

[*Where the employee takes a lieu day before the holiday and does not subsequently qualify for the holiday, it is agreed that the employee will owe the Employer the cost of the holiday pay and any attendant benefit costs. The employer will recover the holiday pay by reducing the employee's pay for the pay period in which the holiday falls or by otherwise reducing monies owing the employee.]

18.05

Where a holiday falls on a full-time employees scheduled day off and the full-time employee qualifies for holiday pay in accordance with Article 18.02, the full-time employee will be paid holiday pay equal to 8 hours at their regular rate of pay or will be granted a lieu day off with pay to be taken within thirty (30) days before or following the holiday on a day mutually satisfactory to the employee and the employer.

The same rules with respect to employee fourteen (14) day advance notification of his/her election to be paid holiday pay or take a lieu day off with pay and his/her requested day if he/she opts for the lieu day as provided for in Article 18.03 apply.

18.06

Any hours an employee works during the 24-hour period commencing at 12:00 A.M. on the calendar day of the holiday shall be work performed on the holiday and shall be paid at time and one-half the employee's regular rate of pay for only the hours actually worked during the 24-hour period.

18.07

Except with the consent of the employee, the Employer will endeavor to schedule employees off three consecutive days at either Christmas or New Year's, subject to the Employer being able to satisfy its staffing requirements. One of the three consecutive days will be Christmas Day or New Year's Day, as applicable. The choice of Christmas or New Year's shall be in accordance with seniority. It is agreed that the normal scheduling provisions shall not apply during the period of December 15 - January 8th. Christmas - December 24th, 25th, 26th, New Year's (December 31st, January 1st, 2nd off; and will be scheduled, if required, to work the other.

Article 19. VACATION

19.01 FULL TIME

All full-time employees shall receive vacation with pay based as of January 5th in any calendar year. Employees will be granted vacation on the following basis:

YEARS	PAY	TIME OFF
Less than one year	4%	0
1 - 4 years	4%	14 calendar days off
5 - 9 years	6%	21 calendar days off
10 - 14 years	8%	28 calendar days off
15 years plus	10%	35 calendar days off

Gross earnings will be based on the previous year's taxable earnings excluding taxable benefits.

19.02 PART TIME

All part-time employees shall receive vacation with pay based as of January 5th in any calendar year.

YEARS	PAY	TIME OFF
Less than one year	4%	0
1 - 4 years	4%	14 calendar days off
5 - 9 years	6%	21 calendar days off
10 - 14 years	8%	28 calendar days off
15 years plus	10%	35 calendar days off

Note: for the purpose of part-time service 1800 hours equates to one year as per Article 12.01.

Gross earnings will be based on the previous year's taxable earnings excluding taxable benefits.

19.03 Vacation on Termination

An employee who leaves the employ of the facility for any reason shall be entitled to receive any unpaid vacation pay, which has accrued to him/her to the date of his/her separation.

19.04

For the purposes of vacation entitlement, seven consecutive calendar days equals one vacation week. It is understood that the employee must request single or multiple vacation days in accordance with the applicable time frames for request, as set out in Article 19.08.

19.05

Vacation shall not accumulate from year to year or be carried over from year to year.

19.06

An employee must take his/her vacation entitlement. An employee cannot waive vacation entitlement and draw double pay.

19.07

Vacation shall not be granted during the period of December 15th - January 8th.

19.08

- (a) Subject to the following, the choice of vacation period for those employees who have submitted their request in a timely fashion, shall be based on the selection by the employees within the classification in accordance with their bargaining unit seniority, but shall be finally determined by the Administrator or designate having due regard to the proper operation of the facility and the Employer's staffing requirements.

It is however agreed that an employee shall not be entitled to take more than four (4) weeks of the vacation entitlement during the period of June 15th to September 15th.

- (b) Except for vacation requests for the prime summer period of June 15th - September 15th, employees must submit their requests for vacation one (1) month in advance of the posting of the schedule in which the requested vacation falls.
- (c) Vacation requests for the prime summer period of June 15th to September 15th must be submitted by the date posted by the Employer. Employees who file a timely request will receive priority for their vacation requests, and where their vacation requests could not be accommodated, all of their subsequent requested vacation times over an employee who submits such a late request. An employee submitting such a late request cannot utilize her seniority to displace any employee who submitted a timely request.
- (d) Personal leaves of absence will not be granted during the prime summer vacation period of June 15 - September 15th except as provided for in Article 15.01.

19.09 Vacation Interruption

- (a) Where a vacationing employee or an employee about to commence vacation becomes seriously ill or injured requiring him/her to be an inpatient in a hospital, the period of

such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.

Where the employee is discharged from hospital and is still seriously ill or injured requiring the employee to receive ongoing medical care and/or treatments resulting in the employee being confined to his/her residence or to bed rest, the period of such serious illness or injury will be considered sick leave provided the employee provides satisfactory medical documentation of the ongoing need for medical care and confinement.

- (b) The portion of the employees' vacation which is deemed to be sick leave under the above provisions will not be counted against the employees' vacation credits.

Serious Illness Requiring Hospitalization of Dependent Family Member

- (c) Where a family member is defined by (d) below of a vacationing employee or of an employee about to commence vacation becomes seriously ill as defined by (e) below, the employee may elect to deem that portion of his/her vacation for which the family member is seriously ill as unpaid emergency leave will not be counted against the employee's vacation credits. In the event that the employee requests further leave beyond the expiry of his/her vacation to care for his/her seriously ill family member, the employee may apply for a personal leave in accordance with Article 15.01.
- (d) For the purposes of (c), a family member is defined as the employees' spouse, child of the employee who is living as a member of the employees' household and is dependent on the employee for care, or a parent of the employee who is living as a member of the employees' household and is dependent on the employee for care.
- (e) A family member as defined in (d) above will be considered seriously ill where and for the period in which the family member is required to be an inpatient in a hospital. In addition, the family member will be considered to be seriously ill for the purpose of this Article where the family member is discharged from the hospital and is still seriously ill requiring ongoing medical care and/or treatments resulting in the family member being confined to his/her residence or to bed rest.

19.10

Vacation pay for full-time employees will be paid with their regular pay when they take their vacation off. Vacation pay calculations for each employee shall be based on the taxable earnings from the employee's previous year's T4 slips.

19.11

The Employer will provide an employee with a vacation pay advance of the employee's earned vacation pay in the following circumstances only:

- (a) The employee must take his/her vacation time off within the vacation year and will not be allowed through the receipt of the vacation pay advance to waive vacation time off; and
- (b) The employee requests the vacation pay advance in writing within the time frame required for requesting vacation, as per Article 19.09 and the employee indicated with his/her request the payroll in which he/she requests the vacation pay advance.

19.12

Grievances concerning an employee's vacation pay entitlement will be initiated at Step 2 of the Grievance Procedure.

Article 20. HEALTH & WELFARE & INSURED BENEFITS

20.01

The Employer agrees during the term of the Collective Agreement to contribute towards the premium coverage for eligible full-time employees in the active employ of the facility under the insurance plans outlined in 20.02 - 20.05 subject to their respective terms and conditions including any enrollment requirements. It is understood that the details re: coverage, eligibility, deductibles, etc. are governed by the specific term of the plans.

20.02 Life Insurance

The Employer agrees to contribute 50% of the billed premium towards coverage of eligible full-time employees under a group life insurance plan to provide coverage in the amount of one-times (1x) the employee's annual salary. Effective 1st of the month following ratification change "50%" employer pay to "60%" employer pay.

20.03 Extended Health Care Plan

The Employer agrees to contribute 60% of the billed premium towards coverage of eligible full-time employees under an Extended Health Care Benefits Plan. The Plan is subject to a 90% co-insurance limit, except for the Vision Plan specified below, and is subject to an annual deductible of \$20.00 (family), \$10.00 (single).

The Extended Health Care Plan shall provide for a Hearing Aide benefit of \$300.00 / individual every five (5) years.

It is understood that covered expenses under the Drug Plan will not exceed the price of the lowest cost generic equivalent product unless the prescription contains a written direction from the physician that the prescription drug is not to be substituted with another product. Furthermore, if there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the prescribed product.

The Extended Health Plan shall provide for Vision Care coverage reimbursement of **\$275**. Vision Care coverage will not be subject to the 90% co-insurance limit.

20.04 Dental Plan

The Employer agrees to contribute 50% of the billed premiums towards coverage of full-time employees under a Dental Plan, equivalent to Blue Cross #7, based on current ODA with a 1-year lag provided that the participating employee pays the balance of the billed premiums through payroll deduction. The Dental Plan will be subject to a 90% co-insurance limit.

The Dental Plan will be subject to a \$1,250.00 maximum yearly cap per insured person. Routine recall coverage under the Dental Plan will not exceed one recall in any nine (9) months. Effective July 1, 2019 increase \$1,250.00 to \$1,500.00.

20.05

The Employer shall provide each person and the Union with a copy of the current information booklets for these benefits provided under this Article. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay its portion of the billed premiums as provided for under this Article. Any problem with respect to the insurer acknowledging or honoring any claims is a matter between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier at least sixty (60) days prior to implementing a change in carrier.

If the Employer substitutes another carrier, it will ensure that the benefits are equivalent to the present benefits. If required by the Union, the Employer will engage in meaningful discussion regarding the Employer's decision about changing carriers.

20.06

The Employer may self-direct any of the above benefits provided it gives the same coverage. The benefits will terminate after the age of 65. Benefits for any eligible dependents will terminate after age 21, except for disabled dependents and/or students until the age of twenty-five (25) provided there are no additional cost for such benefits. If the Employer substitutes another carrier it will ensure that the benefits are equivalent to the present benefits. If requested by the Union, the Employer will engage in meaningful discussions regarding the Employer's decision about changing carriers.

Article 21. PART-TIME EMPLOYEE BENEFITS

21.01

Effective January 1st, 2012, a part-time employee shall be paid fifty-five (55) cents of his/her straight time hourly rate of pay in lieu of sick pay and all health and welfare insured benefits.

Effective January 1st, 2015, a part-time employee shall be paid sixty-five (65) cents of his/her straight time hourly rate of pay in lieu of sick pay and all health and welfare insured benefits.

Effective January 1st, 2017, a part-time employee shall be paid seventy-five (75) cents of his/her straight time hourly rate of pay in lieu of sick pay and all health and welfare insured benefits.

It is understood that the in-lieu payments does not form part of the straight time hourly rate of pay and will not be included for the purpose of calculating any premium or overtime payments.

Article 22. ILLNESS NOTIFICATIONS & CERTIFICATES (APPLICABLE TO ALL EMPLOYEES)

22.01 Medical Certificates

The Employer may request proof of illness in the form of a medical certificate signed by a qualified medical practitioner from any employee where:

- (i) The employee has been absent due to personal illness for three (3) days or more; or
- (ii) The employee has been absent due to personal illness on more than three (3) separate occasions, regardless of the length of each illness, in the year; or
- (iii) The employee is absent due to personal illness on either her last scheduled shift immediately preceding a holiday or her first scheduled shift immediately following the holiday, or the employee reports ill for her scheduled shift on a holiday, or
- (iv) The Employer has reasonable grounds to question the bona fides of an illness.

Where the Employer requires the employee to produce a medical certificate and the medical practitioner charges the employee for the medical certificate, the Employer will reimburse the employee for the cost upon receipt of proof of charge and payment to a maximum of **seventy-five dollars (\$75.00)**.

22.02 Notification of Illness

The employees understand that they must provide the most notice possible of absence due to personal illness and must notify the Employer prior to the commencement of their shift or work.

Article 23. WAGES

23.01 Wage Schedule

The regular straight time hourly rates of pay in effect during the term of this agreement shall be those set forth in "Schedule A" attached to and forming part of this Agreement.

23.02

The Employer agrees that wages will be paid bi-weekly on Thursday through direct deposit.

23.03 Full-Time to Part-Time Transfers and Vice-Versa

Employees who change their status within the classification from full-time to part-time and vice versa, will maintain their same level on the salary grid. In addition, an employee who is so transferred will receive full credit for service accumulated since date of last advancement.

23.04 Wage Grid Progression

- (a) Except where expressly provided otherwise, full-time employees within their position classification will progress from the "start rate" to the "six month" rate to the "one year rate", on the basis of their service within the classification, progressing on the anniversary date of their promotion, transfer or hire into the classification.
- (b) Except where expressly provided otherwise, part-time employees within their position classification will progress from the "start rate" to the "six months" rate to the "one year rate", on the basis of hours paid with eighteen hundred (1800) hours paid equals one year of service, 900 hours - 6 months, and so on.

23.05 Wage Grid Placement on Promotion

An applicant who is promoted to a higher rated classification within the bargaining unit shall be paid as follows:

- (a) An employee who has already completed his/her probationary period will be placed on the level of the salary schedule of the higher rated classification, which represents an increase above his/her current rate of pay. A full-time employee will then progress to the next increment level six months or one year from the date of promotion as applicable. A part-time employee will progress to the next increment level after completion of 450 hours or six months and 900 hours or 1 year from the date of promotion and.
- (b) An employee who has not completed his/her probationary period shall receive the start rate of the new classification and progress through the new classification wage structure as provided herein.

23.06 Temporary Assignment to Higher Paying Classification

Where the Employer temporarily assigns an employee to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit for one shift or more, he/she shall be paid the rate in the higher salary grid that is immediately above his/her current rate for all hours worked in the assignment, but in no instance shall be lower than the probation in the higher paying classification.

23.07 Temporary Assignment to Lower Paying Classification

Where the Employer requires an employee and so assigns an employee to temporarily perform the duties of a lower paying classification in the bargaining unit, he/she shall continue to receive his/her higher rate of pay. It is understood that this provision is subject to Article 24.08 and does not apply in the circumstances of Article 24.08.

It is further understood that this provision does not apply to employees who wish to be on the call-in list of a lower rated classification and who accept a call-in in such lower rated classification.

23.08 Wage Grid Placement on Transfer to Lower Paying Classification

When an employee is transferred to a lower rated classification due to layoff, reduction in staff, job posting, inability to perform the work as requested, at the employees request, or any other reason as determined by the Employer acting within the scope of its management rights, the employee will be placed on the same wage grid step of the lower classification as the step that the employee received on his/her former higher grid.

23.09 Pay Cheque Errors

In the event of an error on an employees pay where the employee has been underpaid by less than one (1) day's pay, the correction will be made in the regular pay period following the date on which the underpayment comes to the Employers attention. If the error results in the employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within two (2) business days from the date the Employer is notified or sooner if practicable.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered.

23.10 New Classifications

When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change to the core functions of the classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting.

If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit having regard to the duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

Article 24. TECHNOLOGICAL CHANGE

24.01

The employer will notify the Union where practicable six (6) months in advance of any technological or organizational changes which the Employer has decided to introduce which will significantly change the work or skill requirements of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological or organizational changes on the work or skill requirements of employees and to consider practical ways of minimizing the adverse effect, if any, upon employees concerned.

Article 25. BULLETIN BOARD

25.01

The employer shall provide a bulletin board to be used by the employees and the union in the facility. Any notice must be approved by the Administrator prior to the posting of such notice. Such approval shall not be unreasonably withheld.

Article 26. NOTICE OF ADDRESS CHANGE

26.01

It is the sole responsibility of each employee to keep the facility fully advised of his/her current address and telephone number. If the employee fails to do so, the facility will not be responsible for failure to notify.

Article 27. CHANGES IN AGREEMENT

27.01

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement in accordance with Section 58, Sub- Section 5 of The Labour Relations Act, as it may be amended from time to time, between the Company and the negotiating committee.

Article 28. PRINTING OF COLLECTIVE AGREEMENT

28.01

A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Union and the Employer.

Article 29. RESIDENT ABUSE

29.01

The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of resident by employees will not be tolerated. For this reason, the parties agree to cooperate fully with one another investigating any reported cases of abuse. The parties further agree to cooperate with the Employer to promote an abuse free environment for all residents.

Article 30. PENSION

30.01

Effective January 1, 2023, the Employer will provide an RRSP contribution plan and will match full-time employees at \$40 per month, and part-time employees at \$30 per month. The Employer contribution will be subject to an Employees voluntary contribution.

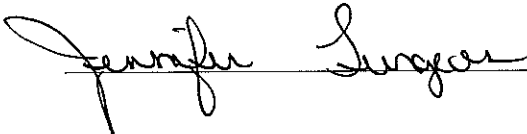
Article 31. DURATION

31.01

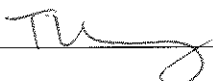
This Agreement shall remain in effect until **June 30th, 2026**, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. Such notification will be made within ninety (90) days prior to the termination of this Agreement, or in any year thereafter.

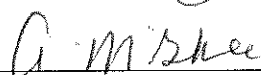
SIGNED AND DATED at Sudbury, the 18 day of January 2024


FOR THE EMPLOYER:




FOR THE UNION:









Appendix "A"

Retroactivity:

All wage increases are retroactive to the dates indicated below for both active employees and those employees who were employed after July 1, 2017 but have left the employ of the Employer prior to ratification.

The Employer will contact former employees who are eligible for retroactive wages within two weeks of ratification. Such contact will be by written letter to the former employees' last known address. Such letter will inform those former employees that they are eligible for retro payment and that they have 30 days to respond. If the former employee does not respond within the 30 days, then the employer shall be deemed to have met its obligation.

PSW	START	PROBATION	1 YEAR
	<i>Rate</i>	<i>Rate</i>	<i>Rate</i>
January 1, 2023	\$ 18.61	\$ 18.63	\$ 19.16
July 1, 2023	\$ 18.96	\$ 18.98	\$ 19.51
January 1, 2024	\$ 19.46	\$ 19.48	\$ 20.01
July 1, 2024	\$ 19.86	\$ 19.88	\$ 20.41
January 1, 2025	\$ 20.21	\$ 20.23	\$ 20.76
July 1, 2025	\$ 20.51	\$ 20.53	\$ 21.06
January 1, 2026	\$ 20.81	\$ 20.83	\$ 21.36

Cook	START	PROBATION	1 YEAR
	<i>Rate</i>	<i>Rate</i>	<i>Rate</i>
January 1, 2023	\$ 18.61	\$ 18.63	\$ 19.16
July 1, 2023	\$ 18.96	\$ 18.98	\$ 19.51
January 1, 2024	\$ 19.46	\$ 19.48	\$ 20.01
July 1, 2024	\$ 19.86	\$ 19.88	\$ 20.41
January 1, 2025	\$ 20.21	\$ 20.23	\$ 20.76
July 1, 2025	\$ 20.51	\$ 20.53	\$ 21.06
January 1, 2026	\$ 20.81	\$ 20.83	\$ 21.36

Housekeeping	START	PROBATION	1 YEAR
	Rate	Rate	Rate
January 1, 2023	\$ 16.70	\$ 16.85	\$ 17.00
July 1, 2023	\$ 17.05	\$ 17.20	\$ 17.35
January 1, 2024	\$ 17.55	\$ 17.70	\$ 17.85
July 1, 2024	\$ 17.95	\$ 18.10	\$ 18.25
January 1, 2025	\$ 18.30	\$ 18.45	\$ 18.60
July 1, 2025	\$ 18.60	\$ 18.75	\$ 18.90
January 1, 2026	\$ 18.90	\$ 19.05	\$ 19.20

Dietary Aide	START	PROBATION	1 YEAR
	Rate	Rate	Rate
January 1, 2023	\$ 16.70	\$ 16.85	\$ 17.00
July 1, 2023	\$ 17.05	\$ 17.20	\$ 17.35
January 1, 2024	\$ 17.55	\$ 17.70	\$ 17.85
July 1, 2024	\$ 17.95	\$ 18.10	\$ 18.25
January 1, 2025	\$ 18.30	\$ 18.45	\$ 18.60
July 1, 2025	\$ 18.60	\$ 18.75	\$ 18.90
January 1, 2026	\$ 18.90	\$ 19.05	\$ 19.20

July 1, 2023	increase all rates by	\$0.35
January 1, 2024	increase all rates by	\$0.50
July 1, 2024	increase all rates by	\$0.40
January 1, 2025	increase all rates by	\$0.35
July 1, 2025	increase all rates by	\$0.30
January 1, 2026	increase all rates by	\$0.30

LETTER OF UNDERSTANDING

Between:

THE WALFORD ON THE PARK
(hereinafter called "Employer")

- and -

UNIFOR CANADA AND ITS' LOCAL 598 (hereinafter called the "Union")

RE: HARASSMENT POLICY IN RESPECT OF UNIFOR MEMBERS

a) Policy

Harassment is a form of discrimination that is prohibited by the *Ontario Human Rights Code* and is a contravention of the Code. Harassment, including sexual harassment is offensive, degrading and threatening. The Employer and Unifor do not tolerate any form of harassment. This Joint Policy and Letter apply to circumstances in which one bargaining unit member alleges harassment, as defined by the *Ontario Human Rights Code* and this Policy, by another bargaining unit member.

Article 5.03, and not this Letter, applies to circumstances in which one bargaining unit members alleges harassment, as defined by the *Ontario Human Rights Code*, by a person other than another bargaining unit member.

b) What is Harassment?

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the *Ontario Human Rights Code*.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

c) Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and Unifor will ensure that:

All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.

The Employer and Unifor will jointly investigate all complaints.

The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor.

All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- name calling
- racial slurs or jokes
- mimicking a persons accent or mannerisms
- offensive posters or pictures on paper
- repeated sexual remarks
- physical contact that could be perceived as degrading
- sexual flirtation, advances, propositions
- leering
- comments about a persons sex life
- innuendo, gestures or taunting about a persons body, disability, attire or gender

d) Procedure

The Employer and Unifor are responsible for:

- advising a complainant when this policy applies;
- providing education regarding harassment;
- clarifying options available;
- identifying and assisting complainants in obtaining counseling;
- facilitating in the resolution process and
- informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the Criminal Code.

In addition, the Employer and Unifor will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. To the extent possible, all complaints will be held in confidence, except as such disclosure may be necessary in the joint investigation process or grievance/arbitration proceedings.

I. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and Unifor. They may be either verbal or in written form.

II. The Employer and Unifor will document the complaint and the individual will be informed of his/her rights.

III. The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.

IV. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.

V. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.

VI. An internal resolution will be attempted between the complainant and respondent by the Employer and Unifor.

VII. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.

VIII. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.

IX. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.

X. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.

XI. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

XII. It is understood that the Employer has the ultimate decision regarding whether or not discipline is to be given.

SIGNED AND DATED at Sudbury, the 18 day of January 2024

FOR THE EMPLOYER:

FOR THE UNION:

Jennifer Sargeant

[Signature]

A. Mirshee

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

**THE WALFORD ON THE PARK
(hereinafter called "Employer")**

and

**UNIFOR CANADA AND ITS' LOCAL 598
(hereinafter called the "Union")**

RE: DISCRIMINATION/HARASSMENT, HUMAN RIGHTS

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff are to be given dignity and respect. There will be no retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour shall include, but not be limited to the following: physical abuse, psychological abuse, emotional abuse, verbal abuse or sexual abuse.

It is agreed that when the employee is faced with the above-mentioned abuse, it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction and the employee will document the aggressive/abusive incident on the Concern Complaint Form.

The parties further agree that the Retirement Home Environment contains residents who may, through no fault of their own, exhibit behaviours and actions that are unwelcome to staff. The parties understand that the Employer and employees are required to make every effort, to provide appropriate care to residents who may display such responsive or threatening behaviours. The workplace is built around managing these behaviours to the benefit of both the residents and the staff and in ensuring that the Employer takes every precaution reasonable in these circumstances for the protection of a worker.

Aggressive or abusive conduct that is exceptional for the tenant or which represents a change in the level of behaviour for the resident will be documented in the progress notes and point of care.

All reported incidents of aggressive/responsive behaviours by residents to staff will be documented on the resident care plan/chart and a clear course of action for staff to follow when providing care to the resident will also be developed/recorded.

Reasonable steps and interventions within the control of the Employer will follow to address the legitimate health and safety or human rights concerns of the employees which may, in the appropriate circumstances, include transfer of the staff member without penalty or loss of income to a different resident assignment or a different unit.

Reasonable steps within the control of the Employer will follow to address the legitimate health and safety or human rights concerns of the employees which may, in the appropriate circumstances, include transfer of the staff member.

Abuse and aggressive tenant behaviour will be reviewed at a meeting with the Administrator and primary HCA/PSW of the tenant.

The parties further agree that suitable subjects for discussion with the Union Committee will include aggressive and abusive tenants.

SIGNED AND DATED at Sudbury, the 18 day of January 2024

FOR THE EMPLOYER:

Jennifer Loney

FOR THE UNION:

T. W.

A. Mishe

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

THE WALFORD ON THE PARK
(hereinafter called "Employer")

- and -

UNIFOR CANADA AND ITS' LOCAL 598 (hereinafter called the "Union")

RE: PAID EDUCATION LEAVE

The employer agrees to pay into a special fund \$200.00 per calendar year. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the company to the following address Unifor Paid Education Leave Program, 205 Placer Court, Toronto, Ontario M2H 3H9.

SIGNED AND DATED at Sudbury, the 18 day of January 2024

FOR THE EMPLOYER:

Jennifer Longueur

FOR THE UNION:

[Signature]

A. Misheer

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

THE WALFORD ON THE PARK
(hereinafter called "Employer")

- and -

UNIFOR CANADA AND ITS' LOCAL 598 (hereinafter called the "Union")

RE: VIOLENCE AGAINST WOMEN

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A women who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measure.

SIGNED AND DATED at Sudbury, the 18 day of January 2024

FOR THE EMPLOYER:

Jennifer Surges

FOR THE UNION:

TH

A. Misner

Joe P...

[Signature]

LETTER OF UNDERSTANDING

Between:

THE WALFORD ON THE PARK
(hereinafter called "Employer")

- and -

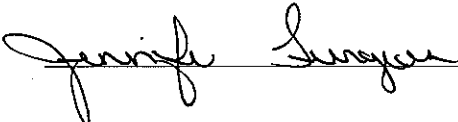
UNIFOR CANADA AND ITS' LOCAL 598 (hereinafter called the "Union")

RE: WORKFARE PROGRAMS

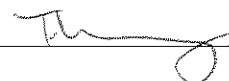
The parties agree that the Employer will not participate in Workfare Programs through the placement of individuals enrolled in Workfare Programs at The Walford on the Park.


SIGNED AND DATED at Sudbury, the 18 day of January 2024


FOR THE EMPLOYER:

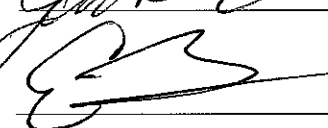


FOR THE UNION:









LETTER OF UNDERSTANDING

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Between:

THE WALFORD ON THE PARK
(hereinafter called "Employer")

- and -

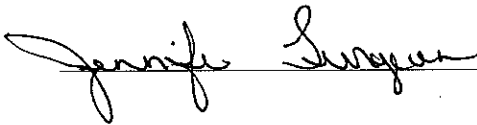
UNIFOR CANADA AND ITS' LOCAL 598 (hereinafter called the "Union")

RE: Unit Chair Seniority

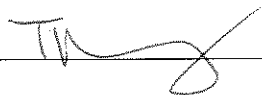
The Employer agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during his/her term of office provided he/she is qualified, able to and willing to perform any available bargaining unit work.


SIGNED AND DATED at Sudbury, the 18 day of January 2024


FOR THE EMPLOYER:




FOR THE UNION:









LETTER OF UNDERSTANDING

Between:

THE WALFORD ON THE PARK
(hereinafter called "Employer")

- and -

UNIFOR CANADA AND ITS' LOCAL 598 (hereinafter called the "Union")

RE: COOKS HOURS OF WORK

Notwithstanding Article 16.02 and subject to Article 14 (Employer's right to lay-off), the parties agree to the following for the Cook Classification only. Unless otherwise mutually agreed between the Union and the Employer, no other classification shall be scheduled more than eight (8) hours per day:

1. The Employer may schedule the Cook classification only an eleven (11) hour shift (which is 10.50 hours paid) at regular straight time pay, to include a 30-minute unpaid meal period, unless the Cook is not allowed to leave the premises during their meal period where in such situations the Cook shall be paid for the thirty (30) minute meal period at straight time. Cooks shall also be entitled to two (2) fifteen-minute paid rest periods scheduled at approximately midway in each half of the shift.
2. Employees in the Cook classification who are working the 11-hour shift will not be scheduled for more than four (4) consecutive shifts without a minimum of two (2) days off, unless mutually agreed between the Employer and the Employee.

SIGNED AND DATED at Sudbury, the 18 day of January 2024

FOR THE EMPLOYER:

Joseph Senguer

FOR THE UNION:

Thy
A. Mizee
Jan P.
E

LETTER OF UNDERSTANDING

UNIFOR

Between:

THE WALFORD ON THE PARK
(hereinafter called "Employer")

- and -

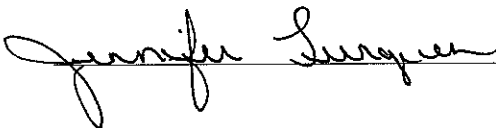
UNIFOR CANADA AND ITS' LOCAL 598 (hereinafter called the "Union")

RE: PERSONAL EMERGENCY LEAVE

The Employer agrees and accepts that the two paid Personal Emergency Leave days based on the employee's normal daily hours, at their regular rate of pay, set out in the amended Employment Standards Act in effect as of January 1, 2018, resulting from Bill 148, shall be in addition to all negotiated leaves either paid or unpaid and the employer shall not attempt to initiate or implement any claw backs by using any paid time off, such as paid leaves, floating holidays, vacation, bereavement, etc. as a substitution.

SIGNED AND DATED at Sudbury, the 18 day of January 2024

FOR THE EMPLOYER:



FOR THE UNION:

