

**COLLECTIVE AGREEMENT**

**between:**

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(SUNNYSIDE HOME)**

**- and -**

**NATIONAL AUTOMOBILE AEROSPACE, TRANSPORTATION  
and GENERAL WORKERS UNION OF CANADA**

**CAW - CANADA AND ITS LOCAL 302**

**Covering:**

**FULL-TIME BARGAINING UNIT EMPLOYEES**

**- and -**

**PART-TIME BARGAINING UNIT EMPLOYEES**

**EXPIRY DATE: December 31, 2003**

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## **ARTICLE 1 -GENERAL PURPOSE**

- 1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Home. It is the desire of the parties hereto to co-operate and work harmoniously together in promoting mutual interest in the operation of the Home.

## **ARTICLE 2 - UNION RECOGNITION**

- FT only 2:01 The Employer recognizes the Union as the sole collective bargaining agent for: all full-time employees who are employed at the Sunnyside Home at Kitchener, hereinafter called the "Home" save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, administrative assistant, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period, or registered at a recognized education institution.
- 2:02 This Agreement shall not apply to residents of the Home who perform services as therapy, provided however, that the use of residents as outlined above shall not be used to reduce the number of staff or interfere with the working conditions or the jobs of the employees covered by this Agreement.
- 2:03 The Employer will supply the Union office, and the Union Committee members with a list of managers and members of the Management Committee and other persons with authority. The list will be adjusted as

required and copies will be submitted to the Union office and the Union Committee members.

- 2:04 The Employer and the Union agree that there will be no discrimination, interference, harassment, restriction or coercion exercised or practised by the Employer or by the Union or by any of their representatives with respect to any employees by reason of race, colour, age, sex, marital status, national origin, political or religious affiliation, nor by reason of their membership or non-membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.
- 2:05 The Union is recognized as the sole collective bargaining agent for all employees of the bargaining unit as defined herein and the Employer undertakes that it will not enter into any other Agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 2:06 Supervisory personnel shall not routinely perform work normally performed by employees in the bargaining unit unless there is an emergency or such work is necessary for the purpose of instructing personnel.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3:01 The Union acknowledges that it is the exclusive function of the Employer to: Order, discipline and efficiently govern the conduct of employees, establish and enforce reasonable rules and regulations necessary therefore but such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations or making new rules and regulations the Employer will

inform the Union Committee of such alterations or changes.

- 3:02 Hire, discharge, transfer, promote, demote, classify or discipline employees provided that a claim of discriminatory transfer, promotion, demotion, classification or a claim that an employee has been discharged or disciplined without a reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

#### **ARTICLE 4 - STRIKES AND LOCKOUTS**

- 4:01 The Employer agrees that it will not cause or direct any lockout of the employees covered by this Agreement during the term of this Agreement or any extension thereof. The Union agrees that there shall be no strike during the term of this Agreement or any extension thereof.
- 4:02 The definition of the term "lockout" or "strike" as set forth in Article 4:01 shall be in accordance with the Ontario Labour Relations Act.

#### **ARTICLE 5 - UNION REPRESENTATION**

- 5.01 The Union shall elect or otherwise select a Union Committee composed of *not* more than five (5) members and the Employer will recognize the said Committee for the purpose of handling any grievances or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including negotiations for or renewal of any Agreement.
- 5.02 The Union shall elect or otherwise select seven (7) full time and two (2) part time Stewards.

- 5.03 It is agreed that a Union representative shall have reasonable access to the Employer's premises and may be present with the Union Committee at any meeting with the Employer's representatives.
- 5.04 The Union agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and that only such time as *is* reasonably necessary for the prompt processing of Union business will be consumed by such persons during working hours.
- 5.05 Before leaving their regular work to take up duties on behalf of the Union, the Union Committee member or Steward will request permission of the Supervisor before leaving their work and will report back to their Supervisor upon resuming their regular duties. Such permission will not be unreasonably withheld.
- 5.06 In accordance with this understanding the Employer will compensate such employees for the time spent on the Home premises on Union business during working hours at their regular rate of pay. This will also apply to conciliation or arbitration proceedings on or off the Home premises.
- 5.07 The Union agrees to supply the Employer with **the** names of the Stewards and Union Committee members and will keep such list up to date at all times.
- Ft only 5.08 Two (2) hours with pay per week *is* to be granted to the Chairperson of the Union Committee for the purpose of conducting Union business. Such time shall be spent **on** the Home premises at a mutually agreed upon time during the Chairperson's regular working hours and shall be paid at the regular rate of pay.

- Ft only      5.09      The Employer shall recognize a Union Chairperson who will be assigned to the day shift unless mutually agreed otherwise. This would be accomplished by utilizing the method agreed to for bumping in the layoff language in this agreement. The employees affected shall be provided with three months notice of the change. At the conclusion of the union chairperson's term, he or she will be returned to his or her previous shift and position, unless agreed otherwise by the parties.
- 5.10      The Employer shall grant the President of the Local Union and the National Representatives of the Union and their designates entry into the facility upon proper notification.

## **ARTICLE 6 - COMPLAINT PROCEDURE**

- 6:01      It is the mutual desire of the parties hereto that complaints of the Employer or the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until the employee has first given the immediate Supervisor an opportunity of adjusting the complaint.
- 6:02      If an employee has a complaint, the employee may, directly or through a Steward, discuss it with the immediate Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If a settlement satisfactory to the employee concerned is not reached within five (5) working days, a grievance may be lodged by the employee within five (5) working days following the reply of the immediate Supervisor.
- 6:03      An employee shall have the right to a Steward or an alternative on any occasion when disciplinary action is

taken or discussed.

## ARTICLE 7- GRIEVANCE PROCEDURE

### 7:01 Definition

For the purpose of this Agreement "grievance" is defined as a dispute, claim or complaint involving the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

### 7:02 Procedure

Article 6 shall first be complied with, following which the grievance procedure shall be as follows:

#### Step 1

The aggrieved employee shall present the grievance in writing (on a standard form approved by the Employer and completed as indicated on the form) to the immediate Supervisor. If the grievance concerns a posting, the grievance will be presented to the Supervisor responsible for the posting. The Steward of the aggrieved employee shall also be present at the request of either the aggrieved employee or the Employer when the grievance is presented to the immediate Supervisor. If a settlement satisfactory to the employee concerned is not reached within five (5) working days the grievance may be presented as follows.

#### Step 2

Within five (5) working days following the decision at

Step 1, the aggrieved employee may submit the grievance to the Employer for discussion at a meeting of the Union Committee and the Director, HR Services or designate and the Commissioner of Social Services or designate. The decision will be made known in writing within five (5) working days from the date on which the Step 2 meeting was held, and failing a satisfactory adjustment the grievance may then be referred to arbitration if the request is made in writing within ten (10) working days after the grievance has been dealt with at Step 2.

- 7:03 No grievance shall be considered which has not been carried through the steps of the grievance procedure within the various time limits.
- 7:04 A Saturday, Sunday, a Statutory Holiday or employee's scheduled vacation days within the meaning of this Agreement or an aggrieved employee's day off shall be excluded in computing the time limits within which a Step is taken under the grievance procedure of this Agreement.
- 7:05 Group Grievance
- Where more than two employees have a common or similar complaint, it may be processed as a Group Grievance which shall commence, as in Article 6:02, within ten (10) working days after the circumstances giving rise to the complaints have originated or occurred. Thereafter it may be processed through the grievance and arbitration procedures.
- 7:06 The time limits fixed in both grievance and arbitration procedures, may be extended by mutual consent, in

writing, of the parties to this Agreement.

## **ARTICLE 8 - ARBITRATION**

- 8:01 a) If either party requests that a grievance be submitted to arbitration the request shall be in writing addressed to the other party to the Agreement. The parties shall forthwith appoint a single arbitrator to hear the grievance, in rotation, from a panel of six (6) arbitrators agreed upon by the parties. The names of the six (6) arbitrators shall be attached to this agreement as Appendix "B".
- b) If either party wishes to have the grievance submitted to a Board of Arbitration, they will so advise the other party within twenty (20) working days of the notice referring the matter to arbitration. The sole arbitrator who would otherwise hear the grievance as per 8:01 a) shall chair a three person Board of Arbitration. The parties shall appoint their nominee to the Board within ten (10) working days of confirmation of the chair.
- 8:02 After an arbitrator has been appointed, but before the arbitration has commenced, the parties may mutually agree to have an independent, neutral third party, mediate a settlement of the grievance and the parties shall co-share any cost of such mediation.
- 8:03 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure within the time limits in the manner provided.
- 8:04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the

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grievance.

- 8:05 Each of the parties shall pay the expense of their own nominee and/or one-half of the fees and expenses, if any, of the arbitrator.
- 8:06 The Board of Arbitration or sole arbitrator shall have no power to alter or change any of the provisions of this agreement or to substitute any new provisions for existing provisions nor to deal with any matter not covered by the agreement.
- 8:07 The decision of any Board of Arbitration or sole arbitrator shall be consistent with the terms and provisions of this Agreement.
- 8:08 Proceedings before the Arbitrators shall be expedited by the parties hereto. The decision of the Board of Arbitration or sole arbitrator shall be final and binding on both parties to this Agreement.
- 8:09 Any grievance involving the interpretation or application of this Contract which has been disposed of hereunder shall not be made the subject of another grievance.
- 8:10 At any stage of the complaint or grievance procedure, including arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration or the sole arbitrator to have access to any part of the Home to view any working condition 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 Home.

- 8:11 If during the course of the Collective Agreement an Arbitrator on Appendix "B" is unable to accept appointments or remain on the list, the parties shall meet and decide whether or not that Arbitrator needs to be replaced and how that shall be done.
- 8.12 If both parties are in agreement, to expedite the arbitration process, all arbitrators listed in Appendix "B" will be canvassed for the earliest possible date.

## **ARTICLE 9 - POLICY GRIEVANCE**

- 9:01 Where differences arise between the Employer and the Union concerning the interpretation or violation of this Agreement which may be considered as policy matters, the difference between the parties shall be reduced to writing by either party and dealt with commencing at Step 2 of the grievance procedure. Any grievance by the Employer or the Union, as provided in this paragraph, shall be commenced within fifteen (15) working days of the date of the occurrence. No Union grievance shall be presented at Step 2 which an employee could normally process as an individual employee grievance unless the employee has refused to file a grievance within the prescribed time limits after being so requested by the Union, and the alleged grievance directly affects the interests of several other employees.

## **ARTICLE 10 - UNION/MANAGEMENT MEETINGS**

- 10:01 The Union Committee and the Employer shall meet at a time mutually agreed upon providing there are matters arising out of the Agreement for discussion in which

case a meeting will be arranged if one party notifies the other by letter as to the matters for discussion. It is not the intent of this provision to replace or circumvent the complaint or grievance procedure in this Collective Agreement.

10:02 An in-house Union-Management Planning Committee shall meet to deal with issues arising from the Collective Agreement or otherwise which would not be dealt with through the complaint, grievance or negotiating process.

Terms of Reference shall be established below:

1. Function: To discuss matters of mutual interest with the objective of improved employee/management relations.
2. Committee: The Committee shall consist of three (3) Sunnyside Representatives of the Union paid at straight time unless in an overtime situation and three (3) Representatives of the Employer.
3. The meetings will be jointly chaired by the Home Administrator or designate and a Union Representative.
4. The Committee shall meet every three (3) months or as required, or more often if mutually agreed between the parties .
5. The employees shall be paid the regular scheduled time lost for time spent in Committee meetings unless in an overtime situation.

## **ARTICLE 11 -SUSPENSION AND DISCHARGE CASES**

- 11:01 a) A claim by an employee that the employee has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator of the Home or the Administrator's designate within five (5) working days after the employee has received the notice. Such grievance will be taken up at a special meeting with the Management Committee within ten (10) working days following the Administrator's receipt of such grievance.
- b) Written notice of the suspension or discharge shall be given to the employee or forwarded by registered mail to the last known address on file with the Employer. A copy of the suspension or discharge notice shall be given or mailed to the Chairperson of the Union Committee.
- 11:02 Such special grievances may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with or without compensation or in such other manner as is deemed just and equitable in the opinion of the conferring parties. Such compensation, however, shall not exceed the amount which the employee would normally have earned, calculated on standard time during the period of discharge or suspension.
- 11:03 Failing settlement of such special grievance under the foregoing procedure the grievance may be referred to arbitration for final and binding settlement upon the parties if the request is made in writing within ten (10) working days after the grievance has been dealt with at

such special meeting.

- 11:04 Management personnel, when imposing disciplinary action for a current incident, will not take into account any prior infractions which occurred more than fifteen (15) months previous to such incident. When the incident involves resident abuse, Management personnel will not take into account any prior infractions which occurred more than eighteen (18) months previous to such incident.
- 1 105 An employee shall, upon request, be granted the opportunity to view the employee's *personal/personnel* file.

## **ARTICLE 12 - UNION SECURITY**

The Employer will deduct Union dues bi-weekly for the term of this Agreement according to the following conditions:

- 12:01 All employees covered by this Agreement shall have Union dues deducted bi-weekly as a condition of employment.
- 12:02 All present employees who are members of the Union covered by this Agreement shall remain members in good standing for the duration of their employment as a condition of employment.
- 12:03 All new employees covered by this Agreement who voluntarily become members of the Union after three (3) weeks of employment shall remain members in good standing for the duration of their employment as a condition of employment.

- 12:04 It is further agreed that the Employer will notify the Union office in writing every three months, of the names, addresses, and classifications of all new employees hired the previous quarter who are subject to this Agreement. The Employer agrees to inform new employees a collective agreement is in effect. A Representative of the Union shall be given an opportunity to interview each new employee within their regular working hours and without loss of pay for a maximum of fifteen (15) minutes for the purpose of ascertaining if the employee wishes to become a Union member. Such time shall be mutually arranged and within thirty (30) calendar days of the Union's notification of the employee's employment.
- 12:05 The Employer agrees during the lifetime of this Agreement to deduct Union dues bi-weekly and to remit same not later than the 15th day of the following month to the Financial Secretary of the Local Union. The Employer shall when remitting such dues, name the employee and the amount of dues deducted.
- 12:06 New employees shall have deductions for Union dues made from the first pay of the month following completion of three (3) weeks employment.
- 12:07 The Union shall save the Employer harmless with respect to all dues so deducted and remitted.
- 12:08 Deductions covering Union dues shall be shown on T-4 slips issued annually to employees.
- 12.09 The national union office (staff representative) will be sent the names and addresses of current employees on an annual basis.

ARTICLE 13 - SENIORITY

13:01 Seniority is defined as length of continuous service and will be acquired when an employee has completed a probationary period of sixty (60) calendar days of service or forty-five (45) actual days worked, whichever is the greater. The probationary period can be extended by mutual agreement in writing between the management of Sunnyside Home and the union.

13:02 Such seniority will date from the first date that an employee actually commenced work for the Employer and will accumulate thereafter. Employees will be regarded as probationary employees until they have acquired seniority as above, provided however that an employee shall be entitled to the assistance of the Union in settling a grievance, including dismissal.

During the probationary period, probationary employees may be discharged on the basis of an assessment of their suitability for the position. The standard for discharging probationary employees shall be substantially less than for seniority employees.

13:03 In the case of promotion, transfer, lay off and recall, seniority shall apply providing the employee concerned has the necessary ability and qualifications to perform the normal requirements of the job. Subject to the foregoing ability and qualifications requirement, the right to bump shall include the right to bump up.

Ft&Pt 13:04 A Full-Time Seniority list and a Part time seniority list containing the names of employees will be posted on the official Union bulletin board in December of each year. Employees will have sixty (60) calendar days from

the date on the seniority list to notify the Assistant CAO, Human Resources, in writing, of any errors, etc., to changes and/or additions, noted since the previously posted list.

13:05 The Employer will supply the Union Committee members and Stewards with sufficient copies of the seniority list as well as forwarding a copy to the local Union office.

13.06 Seniority status once acquired by permanent employees will be lost and their names removed from the seniority list and their employment terminated with a copy to the union chairperson for any of the following reasons:

- a) voluntary resignation or retirement; or,
- b) discharge for cause not reversed through operation of the grievance and arbitration procedures; or
- c) continuous non-employment, including layoff, authorized leave of absence, sickness or accident, for a period of time equal to the length of seniority at the time of the layoff, authorized leave of absence, sickness or accident, but not for less than fifteen (15) nor more than thirty (30) months.
- d) failure to signify intention to return to work after recall from layoff within three (3) working days following proper notification by the Employer by registered or certified mail sent to the employee at the last address provided by the employee to the Employer or failure to return to work after an additional five (5) working days following such notification.

Ft only

If an employee notifies the Employer within said three (3) working days that the employee is unable to return to work within the prescribed time for a legitimate reason acceptable to the Employer, the employee's name will not be struck from the seniority list. The employee's name, however may be passed over and the next in line in seniority may be recalled.

These time limits may be extended in writing for valid reasons such as sickness certified by a doctor's certificate, death in the immediate family, accident, and other legitimate reasons acceptable to the Employer.

- e) Absence from work without a reasonable excuse for a period of more than three (3) working days.
- f) is transferred to a permanent position outside.

13:07(a) Part-time employees who become full-time employees without interruption of continuous service, shall receive seniority credit for their continuous part-time service on a pro-rata basis to the nearest even full month, but such credit shall not apply to reduce the waiting periods required by the insurance carriers for eligibility to participate in the benefit plans referred to in Article 25.

Such waiting periods and sick leave shall commence to be calculated on the date of commencement of full-time service as provided in the plans.

To calculate a seniority date for the part-time employee, the number of working days shall be totalled and divided by twenty (20) and taken to the higher total if not an exact amount.

Vacation credits will be paid off when employees go from full-time to part-time and vice versa, and shall not be transferable.

- (b) To calculate seniority days for a full-time employee who becomes a part-time employee without interruption of continuous service, two hundred and sixty-one (261) days will be given for each full year of continuous service, plus twenty-one (21) days for each additional month to the nearest full month.

Ft only      13:08      Continuation of Benefits (Except Long-Term Disability Benefit)

The Employer agrees to pay the full coverage for all employees' benefit plans except long term disability for employees laid off for periods of three (3) months or less and thereafter will continue to maintain the program with the employee repaying the Employer for the fourth and succeeding months and that any financial arrangements made between the Home and employees will immediately cease and coverage will be lost if payments are not made as arranged. This clause to be read subject to the terms of the plan with the carrier.

13:09      Employees who are successful applicants to temporary positions outside the CAW bargaining units shall not be a part of the CAW bargaining units while so assigned. Upon their return to the bargaining unit, such employees shall be given full credit in their seniority standing for the time spent in the temporary position in addition to their seniority credit in the unit.

13.10      The Chairperson of the local executive shall be the last person laid off during their term of office, as long as

work is available, for which they already possess the necessary skills, qualifications, abilities and competence to perform without training.

**ARTICLE 14 - HOURS OF WORK**

- Ft only    14:01    The normal hours of work for full-time employees shall be thirty eight and three quarters (38.75) hours per week with a seven and three quarters (7.75) hour daily shift with a twenty (20) minute paid meal break allowed on each full shift, except for the Dietary Department whose hours of work shall be mutually arranged.
  
- 14:02    Employees working a seven and three quarter (7.75) hour shift shall have two fifteen (15) minute breaks. The first break shall be unpaid time and the second break shall be paid time. Where employees are working shifts other than the normal seven and three quarter (7.75) hour shift, breaks will be provided in accordance with Appendix "D" which is hereby made part of this Agreement.
  
- 14:03    It is understood that an employee may be required to work more than five (5) days continuously to provide for consecutive days off.
  
- 14:04    In the event it becomes necessary to alter the previously posted start time of an employee's shift so that the actual start time is sooner, there shall be at least sixteen (16) clear hours afforded the employee before the start of the rescheduled shift. Otherwise all hours worked between the start of the shift and the time which represents the sixteen (16) hours off shall be paid for at the rate of time and one half (1-1/2) the employee's regular rate of pay. All other hours in that

shift shall be paid at the regular rate.

- 14:05 The Employer shall make every reasonable effort to arrange shift schedules in order that an employee will be allowed every second weekend off. Schedules of work shifts shall be posted at least two (2) weeks in advance of the current work period and remain posted for the duration of the schedule. Employees shall be advised of any changes in the posted schedule within thirty (30) hours of the shift commencing.
- 14:06 Either party may propose a meeting for the purpose of discussing amendments to the scheduling.
- 14:07 Call-in
- Where call-in is requested within one-half ( $\frac{1}{2}$ ) hour of the starting time of the shift, and the employee commences work within one (1) hour of call-in, then the employee will be paid as if the entire shift had been worked.
- 14.08 For the purposes of defining a day, a day will begin at 2300 hours and end at 2300 hours the subsequent day.

#### **'ARTICLE 15- PREMIUM PAY**

- 15:01 The Employer agrees to pay to all employees an off shift premium of fifty-five cents (55¢) per hour for all hours worked when the majority of hours so worked fall between four p.m. of one day and five a.m. the next day, provided that employees in the Dietary Department on the ten a.m. to six p.m. and eleven a.m. to seven p.m. shifts shall receive the premium for time worked after three p.m.

- 15:02 When an employee is assigned to relieve in a supervisory position for more than four (4) hours on a continuous basis the employee shall be paid a lead hand premium of ten **(10%)** percent in addition to the employees's regular rate for all hours worked while so assigned.
- 15:03 An employee called on to perform duties in a higher rated, non-supervisory category for two hours or more in a shift shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category, that *is*, next above the employee's own rate.
- 15:04 Effective February 1, 2002, authorized maintenance employees scheduled for Stand-by call shall receive one hundred and sixty dollars (\$160.00) per week, Tuesday to Tuesday, plus twenty dollars (\$20.00) per day extra for any specified Holiday occurring in the specified period.

#### ARTICLE 16- OVERTIME

- Ft only 16:01 Overtime which must be authorized shall be paid at the rate of one and one-half (1-1/2) times the employee's equivalent hourly rate for the actual overtime worked in excess of the normal hours of work as set out in Article 14.
- 16:02 It is understood that employees who work overtime will not be required to take time off in lieu of pay for the actual overtime work but may elect to receive time off in lieu at the rate of one and one-half (1-1/2) the actual overtime worked.

Working committees, professional meetings and orientation meetings are not considered overtime and shall be paid at straight time rates for actual time attended.

Any meetings which place the hours of work in excess of the thirty eight and three quarters (~~38.75~~) hours per week will be considered to be at overtime rates.

- Ft only      16:03      In the case of a change in an employee's schedule at the request of the Employer with less than twenty-four (24) hours notice the employee affected shall be paid time and one-half (1-1/2) of the employee's regular straight time hourly rate only for the first shift of the new schedule. Such premium shall not apply when the change is requested by an employee and consented to by the Employer.
- 16.04      Overtime and shift premium payments shall not pyramid under any circumstances.
- 16.05      If an employee is required by the Employer, without prior notice to work at least two (2) hours overtime immediately following a seven and three quarters (7.75) hour shift, the employee will be provided with a free meal.

## **ARTICLE 17- PAID HOLIDAYS**

- Ft only      17:01      Every employee will be credited with pay computed at straight time for each of the following holidays:

New Year's Day	3rd Monday in February
Good Friday	Easter Monday
Victoria Day	Canada Day

Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Ft only      17:02      In order to qualify for holiday pay an employee must work the regular scheduled work day immediately preceding and immediately succeeding a holiday unless excused because of illness or other reasonable excuse. Employees absent on unpaid sick leave or approved leave of absence without pay shall be entitled to be paid only for those holidays which fall in the first fifty (50) days of such absence.

Ft only      17:03      An employee who is required to work on any of the holidays will receive either:

Pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; or

Pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and an alternative day off within fifty (50) days before the holiday and March 1st of the year following the holiday; such lieu day to be mutually arranged by the employee and the Employer. In the event that the employee does not take the lieu day off by March 1st of the following year the employee shall be paid a day's pay at the regular rate.

Subject to Management approval, employees may take up to five (5) consecutive lieu **days**. Such **days shall** not be scheduled so as to deny a request for a particular vacation time by another employee, whether senior or junior.

**Ft only 17:04** If one of the holidays occurs on an employee's regular day off, the employee will receive an additional day's pay in lieu thereof, or an extra day off within fifty (50) days following the holiday, at a time mutually agreed upon between the Employer and the employee.

**Ft only 17:05** If one of the Holidays occurs during an employee's vacation the employee will receive an additional day's pay in lieu thereof, or will receive an additional day off which may be added to the employee's vacation or taken as a vacation day at another mutually satisfactory time.

**17:06** Paid Holidays

A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holiday where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no holiday pay premium shall be paid for any hours worked on such shift.

**ARTICLE 18 - VACATIONS**

**Ft only 18:01** Subject to Article 18:09, all employees with less than one (1) year of continuous service as of May **31st** shall receive one (1) day of vacation for each month of continuous service up to a maximum of two (2) weeks vacation with pay and all employees who have more than one (1 ) year of continuous service but less than

three (3) years of continuous service as of May 31 st shall receive two (2) weeks vacation with pay.

Ft only 18:02 Subject to Article 18:09, all employees who have completed three (3) years or more of continuous service as of May 31st shall be granted three (3) weeks vacation with pay, calculated at the rate of 6% based on the total pay received or 120 hours pay, whichever is the greater.

Ft only 18:03 Subject to Article 18:09 all employees who have completed eight (8) years or more of continuous service as of May 31st shall be granted four (4) weeks of vacation with pay, calculated at the rate of 8% based on the total pay received or 160 hours pay, whichever is the greater.

Ft only 18:04 Subject to Article 18:09, all employees who have completed sixteen (16) years or more of continuous service as of May 31st shall be granted five (5) weeks vacation with pay, calculated at the rate of 10% based on the total pay received, or 200 hours pay, whichever is the greater.

Subject to Article 18:09, in the year 2003, all employees who have completed fifteen (15) years or more of continuous service as of May 31st shall be granted five (5) weeks vacation with pay, calculated at the rate of 10% based on the total pay received, or 200 hours pay, whichever is the greater.

Ft only 18:05 Subject to Article 18:09, all employees who have completed twenty-four (24) continuous years service as of May 31st shall be granted six (6) weeks vacation with pay, calculated at the rate of 12% based on the total

pay received, or 240 hours pay, whichever is the greater.

In addition, each employee shall be granted one (1) vacation day with pay for each continuous year of service completed after twenty-four (24) years, to a maximum of five (5) additional days.

- Ft only 18:06 Definition: Total Pay
- "Total Pay" includes all wages received whether pay as hourly rate, overtime, premium pay or shift pay and money paid for days not worked i.e. paid sick days off and paid holidays including the previous year's vacation pay.
- Ft only 18:07 It shall be the duty of the Home management to receive requests in advance for vacation entitlement from the employee and arrange suitable dates taking into account the seniority of employees, provided the employees make such requests on or before April 1st.
- Ft only 18:08 For the purpose of calculating vacation and the eligibility, the fiscal year shall be June 1st of any year to May 31st of the following year and eligibility shall be determined as of June 1st in each year.
- Ft only 18:09 Employees who have been absent without pay for any reason, for more than forty-two **(42)** working days in the vacation eligibility year of June 1st to May 31st shall receive a pro-rata deduction in their vacation pay entitlement.
- Ft only 18:10 In any year where an employee, whose service commenced after May 31 st, would move from one

vacation eligibility category to another, i.e. from four (4) weeks to five (5) weeks, the employee shall be eligible in that particular year only, to receive additional paid days of vacation in accordance with the following table, and in accordance with the month in which continuous full-time employment commenced.

June 4 ½ Days	December 2 Days
July 4 Days	January 1 ½ Days
Aug & Sept 3 ½ Days	Feb & Mar 1 Day
October 3 Days	April ½ Day
November 2 ½ Days	May no Credit

Ft only 18:1 ■ An employee employed less than one (1) year shall be scheduled for a vacation on a pro rata basis according to the number of months employed as at May 31st. The regular vacation clause in this Article shall apply the following vacation year.

Ft only 18:12 In the event an employee suffers a certifiable illness or is injured whilst on vacation, or immediately before such vacation, the period of vacation during which the employee was incapacitated, may be transferred at the employee's request, to sick leave. Vacation for equivalent time may be taken at another mutually agreed upon time provided all of the following conditions are met:

- i) The employee has sick credits.
- ii) The employee requests the transfer in writing to the Assistant **CAO**, Human Resources within ten (10) days

of the employee's return to duty.

- iii) That request is supported by a medical certificate which is signed by the attending physician or designate, and said certificate must indicate the employee was incapacitated at the date of the sickness/treatment, and that the employee was under the physician's care.

### **ARTICLE 19- SICK LEAVE**

- Ft only 19:01 (a) Each employee will be credited with one and one-half (1 ½) days of **sick** leave at the end of each month of service.
- (b) Clause (a) applies to an employee who is on paid sick leave, unpaid pregnancy or parental leave as though such employee was at work;
  - (c) Clause (a) applies to an employee who is on unpaid sick leave, or other leave of absence as though such employee were at work for the first sixty (60) calendar days of such absence only.
- Ft only 19:02 The unused portion of sick leave credits in any one year shall be allowed to accumulate without limitation.
- Ft only 19:03 On termination of employment for any reason of employees hired before June 1, 1999 and who have completion of five (5) years of service an employee will be paid 50% of the employee's unused sick leave credit at the employee's current rate of pay up to a maximum of 130 days.
- Ft only 19:04 On the death of an employee hired before June 1, 1999 and who has completed five (5) years of service, the

estate of the deceased employee will be paid 50% of the employee's unused sick leave credit at the deceased employee's current rate of pay, up to a maximum of one-half year's salary.

Ft only 19:05 When an employee is absent as a result of an accident while at work, or illness inherent to occupation, and as a result is receiving Workers' Compensation as awarded by the Workers' Safety and Insurance Board, the employee may receive the difference between the employee's regular pay and the Board's award if unused sick credits are available and sick leave credits shall be debited with three quarters of an hour (3/4) for each day's absence on Workers' Compensation until such time as sick leave credits are exhausted or until the employee returns to work, whichever occurs earlier. If such employee is not eligible for Worker's Compensation, the employee may receive sick pay if unused sick pay credits are available.

19:06 (a) An employee shall, on the first day of illness occurring on a working day, report such illness to the employee's department. An employee shall cause notice to the employee's department one hour before the start of the shift (at least).

(b) In the event of sickness for a duration of three (3) days or more the employee may be required to submit a medical certificate duly signed by a qualified medical practitioner or a qualified chiropractor on return to work, or from time to time such certificate to the Administrator or the Administrator's representative if requested.

Ft only (c) In the event an employee fails to report on the first day or fails to file a doctor's certificate as outlined above, the

employee shall not be entitled to any sick leave benefits as provided herein unless the Administrator or the Administrator's representative feels there was reasonable justification for the employee's failure to report or file such certificate.

- (d) Whenever possible an employee must notify the employee's Supervisor or Department Head at least twenty-four (24) hours before of the employee's intention to return to work.

Ft only      19:07      Employees are entitled to use up to five (5) days of accumulated sick leave per calendar year to attend to family illness.

## **ARTICLE 20 -COMPASSIONATE LEAVE OF ABSENCE**

- 20:01 a) In the event of the death of a member of an employee's immediate family, the employee shall be entitled to receive three (3) days' leave with pay for bereavement purposes. Immediate family means spouse, parent, child, grandchild, grandparent, brother, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law, and daughter-in-law.

In the event of the death of the grandparent of the employee's spouse, the employee shall be granted two (2) days off with pay to attend the funeral.

Ft only      b) If requested by the employee in writing, the Employer shall grant up to ten (10) additional days leave of absence without pay for travel time and/or other matters related to the estate of the deceased.

Pt only      c) If requested by the employee in writing, the Employer

shall grant up to ten (10) additional calendar days leave of absence without pay for travel time and/or other matters related to the estate of the deceased.

**ARTICLE 21 - LEAVES OF ABSENCE - PERSONAL.**  
**EDUCATION, JURY**

**Personal Leave**

- Ft only      21:01 a) The Employer may grant leave of absence without pay to any employee for legitimate personal reasons. Employees who are absent resulting from such leave of absence shall not be considered to be laid off and their seniority shall continue to accumulate during such absence.
- Ft only              b) Once every three (3) years an employee shall be granted an unpaid personal leave of up to two (2) weeks in an unbroken period, and it will not be unreasonably withheld. Where a number of persons request similar dates, seniority shall prevail.

**Educational Leave**

- Ft only      21.02 (a) Subject to the approval of the supervisor and the availability of funding, an employee may attend courses, workshops, seminars, and other similar professional meetings which are job related, without loss of pay, benefits, and or Seniority. The Region will pay the required registration fees in accordance with regional policies upon presentation of required receipts. Whenever possible, the Region will prepay registration fees.
- Pt only              (b) Subject to the approval of the supervisor and the

availability of funding, an employee may attend, on an unpaid basis courses , workshops, seminars, and other similar professional meetings which are job related, without loss of seniority. The Region will *pay* the required registration fees in accordance with regional policies upon presentation of required receipts. Whenever possible, the Region will prepay registration fees.

- 21.03 The Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized course or seminar related to employment with the Employer.

### **Jury Duty**

- Ft only 21:04 An employee serving as a juror or who has been subpoenaed as a witness will receive the difference between the jury or witness pay and the employee's regular pay for the lost time while serving in one of these capacities, providing the subpoena is presented to the Administrator.

## **ARTICLE 22 - UNION LEAVE OF ABSENCE**

- 22:01(a) The Employer shall grant leave of absence to employees to attend Union conventions, seminars, educational classes or other Union business. It is understood that the Union will not request leave of absence for more than four (4) full-time employees and three (3) part-time employees at any one time and the total leave of absence in any year shall be not more than an aggregate of twenty (20) working days for full-time employees and fifteen (15) working days for part-time employees. Longer leaves of absence will be

approved at management's discretion and will not be unreasonably withheld. Such leaves of absence shall not seriously disrupt the operations of the Home, and shall be requested as far in advance as possible, in writing to the Home Administrator, with a copy to the Human Resources Associate. It is further understood that the leave of absence shall be granted without pay and the Union shall be responsible for the payment of wages during the period of absence.

- (b) The parties agree the employer will continue the regular compensation for the employees on such leave, and the Union agrees to reimburse the Employer in a timely fashion for all costs associated with the compensation for the employees.

The parties agree that the Employer is not liable for any WSIB claims that may arise while the employee is on union leave as described in 22.01 (a).

- 22:02 An employee who is elected or appointed to office in the CAW, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to three (3) years. During such leaves of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employers' contribution to said benefits. The employee agrees to notify the Employer of the employee's intention to return to work within two (2) weeks following termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required, or be transferred to the employee's previous position, if the substitution was a

transfer

22:03 Employees who are on leave of absence will not engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave of absence they may forfeit all seniority rights and privileges contained in this Agreement.

Ft&Pt 22:04 Employees on leave of absence under this Article shall continue to accumulate all rights and privileges under this Agreement.

### **ARTICLE 23- UNIFORMS**

Ft only 23:01 When the Home requires employees to wear uniforms (including footwear), the required uniforms will meet the standards of the Home, as published reasonably in advance in respect to style, and colour. The Home shall pay a uniform allowance of one hundred and thirty two dollars (\$132.00) per year payable in quarterly instalments of thirty three dollars (\$33.00) in January, April, July and October of each year, to each employee required to wear a uniform, provided the employee has been in the service of the Home at least twenty (20) working days at the date of payment.

Ft only 23:02 a) Where the Home requires permanent employees to wear Regional issue uniforms, (Maintenance Department) such employees shall select their clothing issue using the Work Clothing Request Form as outlined in Appendix "C" of this agreement. Employees have the option of selecting any of the items contained on the order form. The total point value of the items ordered must not exceed 132 points per calendar year.

Employees who require Regional clothing in excess of the 132 points in a calendar year shall purchase such clothing at their own cost. Where the Home requires permanent employees to wear safety shoes the Home shall pay for one (1) pair of safety boots to a maximum value of one hundred dollars (\$100.00) once a year, upon submission of a receipt.

- b) Maintenance Department employees required by the Home to wear Regional issue uniforms must be in the service of the Home for at least twenty (20) working days before they are eligible for the annual point allotment for clothing. Prior to their twentieth (20th) working day of service employees will be issued clothing only to the extent deemed necessary by the Home.

23:03 One point shall be equal to \$1.00. The point cost for any item shall be rounded up. Unused points cannot be carried forward from year to year. The point value of any item shall be on the order form.

23:04 Employees are required to keep Regional clothing issue and their footwear in good repair. Excessively worn or dirty clothing will not be permitted.

23:05 Employees required by the Home to wear uniforms must ensure their clothing conforms to standard issue when reporting for their regular shift or scheduled overtime. Reasonable attire appropriate to the job will be permitted when the employees are called in for unscheduled overtime.

23:06 Items listed on the Uniform Order Form Appendix "C" can be amended from time to time only by the mutual

agreement of the parties.

## **ARTICLE 24- HEALTH AND WELFARE**

Ft only      24:01      The Employer will pay 100% toward the cost of the following benefits:

- (a) Group Life Insurance Plan, equivalent to two times annual earnings to the nearest one thousand dollars that is higher;
- (b) The Extended Health Care Plan, with deductible of \$10.00 Single and \$20.00 Family, paying 100% after deductible, for such items as drugs, ambulance, private duty nursing, artificial eyes and limbs, rental of iron lungs, semi-private hospital coverage, blood, oxygen, etc., eye-glasses maximum \$160.00 per person in each consecutive two years, and hearing aids prescribed by an otolaryngologist to a maximum of \$600.00 once in every three (3) consecutive calendar years.

Effective June 1, 1999, removal of "Over the Counter Drugs" from the Drug Plan.

Effective February 1, 2002 eye-glasses maximum of \$250.00 per person in each consecutive two (2) years.

Footnote: The Employment Insurance Commission allows the Employer a credit against premiums because of the Region's sick leave plan and it has been agreed that this credit as it applies to employees in this unit is to be used to delete the deductibles of \$10.00 and \$20.00 for the Extended Health Care Plan.

- . (c) The Long Term Disability Plan, that pays 70% normal

earnings monthly for employees incapable of performing their normal work because of illness, etc., after a seventeen (17) week waiting period or when the employee's sick leave credits are exhausted, whichever is the later.

- (d) A basic preventative dental plan with coverage based on the current Ontario Dental Association fee schedule, as that schedule is amended during the life of the present Collective Agreement.

Effective February 1, 2002, recall examinations for adults will be covered once every nine (9) months.

- i) Dental and Orthodontics rider 50/50 co-share to a maximum of \$1,500.00 lifetime.
- ii) Restorative Dental rider to provide reconstruction of teeth that have deteriorated and the replacement of teeth with crowns, bridges, or dentures on a 50/50 co-share basis to a maximum of \$3,000.00 in any one year.

24:02 It is agreed that the Employer will maintain an employee's Health and Welfare program for three (3) months while the employee is on leave of absence for any reason including illness and thereafter will continue to maintain the program with the employee repaying the Employer for the fourth and succeeding months, and that any financial arrangements made between the Home and employee will immediately cease and coverage will be lost if payments are not made as arranged, This clause to be read subject to maximum coverage of eight (8) months for unpaid leaves of absence.

### 24:03 Specifications

Specifications of all Health and Welfare Plans shall be made available to the Union by the Employer within sixty (60) days on implementation of a new plan.

24:04 Benefit coverage will be continued for the spouse of a deceased employee for twelve (12) months.

24:05 The following Regional Health and Welfare Benefits will be available to permanent full-time employees:

(A) who voluntarily retire on an early Ontario Municipal Employees Retirement System (OMERS) Pension (i.e. not a disability pension), after attaining age 55, but before attaining age 65,

and

(B) who are age 50, and qualify for retirement, and retire with an unreduced pension from OMERS until age 65.

subject to all of the following mandatory conditions:

- i) The benefits available will only be:
- Major Medical; Dental;
  - Life Insurance of two times the initial OMERS annual pension, rounded to the next even thousand dollars that is higher;
  - Accidental Death and Dismemberment to a maximum of two times the initial OMERS annual pension, rounded to the next even thousand dollars that is higher.

- ii) Coverage shall always be subject to the conditions prevailing between the Region and its carriers, on behalf of CAW Local 302.
- iii) Employees may elect to choose any or all of these benefits and must indicate their choice in writing prior to their retirement date.
- iv) The Employer will pay 100% toward the cost of these benefits.
- v) All benefits will cease effective with the earlier of the last day of the month in which employees attain age 65, or their death.
- vi) **All** benefits will cease effective:
  - (i) The last day of the month in which the employee attains age 65, or
  - (ii) In the case of the employee's death:
    - (a) Re-employment of their spouse,
    - (b) **Re-marriage**/or common law relationship entered into by their spouse;
    - (c) The last day of the month in which the employee would have attained age 65.

**ARTICLE 25- POSTING OF JOB VACANCIES**

25:01 It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring as a result of death, retirement, resignation, promotion, demotion or termination of employment or any new **jobs** created, shall be posted on a bulletin board for a period of seven

(7) days. If an emergency exists that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately. The approximate start date shall be on the posting.

- 25:02 Employees shall have the right to bid during such seven (7) day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications and experience to perform the normal requirements of the job.
- 25:03 (a) In the event the successful full time or part time applicant to a permanent full time job (including the first ripple only), within twenty five (25) working days of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, proves unsatisfactory or requests a return to the employee's former position, the employee shall be returned to the employee's former position without loss of seniority. The above noted trial period does not apply for temporary positions.
- 25.03 (b) It is agreed that successful applicants of the job bidding procedure will not be permitted to reapply for a posted job for a period of six (6) months from the time the employee starts the new position, except with the consent of the Employer,
- 25:04a) Copies of all job postings shall be submitted to the Chairperson of the Union Committee at the time a posting is made.
- 、 b) Within ten (10) calendar days of the date of

appointment to a vacant position, the name of the successful applicant shall be given to the Chairperson of the Union Committee.

- c) If no applications to fill such vacancy or new job created are received from employees who meet the qualifications for such vacancy or new job, the Employer shall notify the Union Chairperson of this fact and then proceed to fill the vacancy or new job created in any manner it sees fit. The Employer agrees to post on the approved Union bulletin boards the outcome of all job postings within, when possible, ten (10) working days of the expiration date of the posting.
  
- d) Where vacancies are posted for positions within the full time bargaining unit and no applicants within the full time unit are successful in obtaining the positions, applicants submitted for such posting from part time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more part time employees apply, the Employer shall fill the vacancy or new job created on the basis of seniority provided the senior employee possesses the necessary qualifications and experience to perform the normal requirements of the job. Where vacancies are posted for positions within the part time bargaining unit and no applicants within the part time unit are successful in obtaining the positions, applicants submitted for such posting from full time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more full time employees apply, the Employer shall fill the vacancy or new job created on the basis of seniority provided the senior employee possesses the necessary qualifications and experience to perform the normal

requirements of the job.

#### 25:05 Job Descriptions

The Employer shall make available to employees on the occasion of their employment, or on request, information as to the job descriptions for which they are presently or may be employed. The Union shall be provided with bargaining unit job descriptions as they are developed.

### **ARTICLE 26 -TEMPORARY FULL TIME VACANCIES**

- 26.01 Temporary full-time vacancies shall be posted only when a full-time employee is expected to be absent for six (6) weeks or more. The full-time employee must provide the Employer with satisfactory written documentation stating the expected period of absence. When an employee is absent for six (6) weeks or more, notwithstanding that the employee did not expect to be absent for this period, the Employer shall immediately post the vacancy in accordance with 26.02, below.
- 26.02 Where a temporary full-time vacancy is posted, there shall be two categories of posting:
- i) Vacancies expected to last between six (6) weeks and less than ten (10) weeks; and
  - ii) Vacancies expected to last between ten (10) weeks and six (6) months and vacancies resulting from Workers' Compensation claims and LTD leaves.
- 26.03 **All** vacancies in 26.02 i), above shall be filled first from

the part-time bargaining unit.

- 26.04 All vacancies in 26.02 ii), above shall be filled first from the full-time bargaining unit.
- 26.05 Any full-time positions subsequently becoming vacant as a result of compliance with 26.04 above, shall be filled from the applicant pool relating to the posting by the most senior employee qualified to perform the subsequent vacancy, with priority accorded to full-time employees.
- 26.06 i) An employee who is the successful applicant to a temporary full time vacancy may apply for any other temporary position, provided the dates of the two assignments do not overlap.
- ii) An employee who is the successful applicant to a temporary full-time vacancy if already a member of the part-time bargaining unit, shall remain in that unit during the whole of the temporary full-time period, and shall be covered by the terms of the part-time Collective Agreement, including the percentage in lieu of all benefits.
- 26.07 Where an employee who is the successful applicant to a temporary full-time vacancy is subsequently successful in obtaining a permanent vacancy, the remaining term in the temporary full-time vacancy shall be posted providing that the remaining term is in excess of six (6) weeks. Article 26 2,3,and 4 shall, if applicable, apply to the remaining term.
- 26.08 Where it appears that a temporary full-time vacancy will last in excess of six (6) months duration:

- i) For the following positions the Employer will notify the Union that the temporary full-time vacancy may be extended for the duration of the temporary vacancy:

CLERK (ACCOUNTS)  
CLERK TYPIST (NURSING)  
GENERAL DUTY (DIETARY)  
RECREATION THERAPIST  
ADMINISTRATION COMMUNICATIONS CLERK

- ii) For all other classifications the Employer and the Union may agree to extend the term of the incumbent temporary full-time replacement.

- 26.09 In the event the parties do not agree to an extension in accordance with 26.08 (ii), above, the period of time commencing after the completion of the initial six (6) month vacancy shall be treated as a new temporary full-time vacancy. Accordingly, the procedures set forth in Article 26 clauses 1 through 7, above, shall apply.
- 26.10 The employee filling the new temporary full-time vacancy shall not be the same employee who filled the previous temporary full-time vacancy, regardless of seniority, unless, after exhaustion of the procedures in Article 26 clauses 1 through 7 above, that employee is the only qualified employee.
- 26.11 The procedures set forth in Article 26 clauses 8 through 10, above, shall apply to each successive temporary full-time vacancy.
- 26.12 After the internal posting procedure has been

exhausted and no internal applicants applied and the Home deems it necessary to hire full time or part time fixed term employees for a maximum of six months, the Employer may hire from outside the Home, in accordance with Article 25.04. The period of employment of such fixed term employees will not exceed the length of time specified by the Employer. To extend the period of the contract beyond six months the Employer shall obtain the agreement of the Union.

All conditions of the collective agreement apply, save and except:

- the termination of such fixed term employee shall not be the subject of a grievance or arbitration procedure
- the fixed term employee shall not be on the recall list
- Access to the internal job posting procedure shall not be available to any fixed term employee. Should such an employee be successful to an external job posting, and has completed an equivalent to the normal probationary period as specified in the Agreement, they will be credited with the appropriate seniority acquired during the fixed term employment.

26.13 The union chairperson will be provided with a list of fixed term employees twice a year.

## **ARTICLE 27- MINIMUM ALLOWANCE**

Ft only    27:01    Employees who report to work for any shift without being notified to the contrary will be guaranteed at least four (4) hours of work or if no work is available will be paid for at least four (4) hours at the applicable rate.

This shall not apply in cases of any labour dispute or conditions beyond the control of the Employer.

- Ft only 27:02 Any employee who is called back to perform emergency work at any time between one (1) hour after having left work and one and one-half (1 ½) hours before the employee's normal starting time, shall be paid a minimum of four (4) hours at time and one-half.
- Ft only 27:03 Any employee who is called in to work as a replacement for an absent employee after that employee's shift has started and who completed six (6) or more hours work will be paid for the full shift at the applicable rate.
- Ft only 27:04 Employees who are scheduled to work for any shift on a holiday and so report will be guaranteed at least four (4) hours of work and if no work is available, will be paid for at least four (4) hours at time and one-half the employee's regular rate of pay.

## **ARTICLE 28 - TRANSFERS**

28:01 (a) When an employee transfers or is transferred from one department or classification to another department or classification where the wage rate is equal to or higher, the employee shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer, provided that the employee is capable of performing the duties assigned satisfactorily. If the wage rate is less than the wage rate of the transferred employee, the employee shall receive the corresponding rate vertically in the new classification .

- Ft&Pt (b) When an employee who is transferred to a higher

category, has recent past experience which is relevant to the higher category, the Employer will on request, meet with the Union Committee to consider giving the employee credit for some or all of such experience up to the maximum for the higher rated **job**.

## **ARTICLE 29 - WAGES**

- 29:01 During the term of this Agreement the Employer and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which schedule is hereby made part of this Agreement. Students hired by the Home will be paid at a rate that is ninety (90) per cent of the full rate of the classification into which they are hired.
- 29:02 Notwithstanding Article 29:01, if a new job is created during the life of this Agreement or an existing job is modified, such job shall be subject to the full grievance procedure provided such grievance is lodged within fourteen (14) days of the posting of the new job rate.
- 29:03 In the event of a shortage on the employee's pay cheque in excess of \$75 due to errors or omissions by the Employer, the Employer will endeavour to issue a manual cheque within one (1) payroll working day.

## **ARTICLE 30- PREGNANCY LEAVE/PARENTAL LEAVE**

- 30:01 Pregnancy Leave
- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act 2000, except where amended in this provision.

- b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service before the expected date of birth.
- c) The employee shall give written notification two (2) weeks prior to the Commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Employer with her doctor's certificate as to pregnancy and expected date of delivery.
- d) The Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave providing the employee provides payment monthly.

Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on pregnancy leave.

Credits for seniority shall accumulate during the period of the leave.

- e) The employee shall reconfirm her intention to return to work on the date originally provided to the Employer in (c) above by written notification received by the Employer at least two weeks in advance thereof.

This employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

### 30:02 Parental Leave

- a) An employee who is a parent and has been employed for at least thirteen (13) weeks before the birth of a child, or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time, is entitled to an thirty five (35) week unpaid parental leave.
- b) Both parents will be eligible to take a parental leave and each parent is eligible to take eighteen weeks. A "parent" includes a person with whom a child is placed for adoption and a person who *is* in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.
- c) For a natural mother, parental leave commences when her pregnancy leave ends or when the baby **first** comes into the custody, care and control of a parent.

For fathers and adoptive parents, parental leave must commence within fifty two (52) weeks after the birth or after the child first comes into the custody, care and control of a parent.

- d) An employee who is entitled to a parental leave is required to give the Employer two weeks written notice prior to the commencement of the leave. If they do not specify when the leave will end, it will be assumed that they wish to take the maximum leave.
- e) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two weeks notice before the earlier date, or to a later date giving two weeks notice before the leave was to begin.

- f) If the employee stops work because the child has arrived earlier than expected, the employee has two weeks from the date to give the Employer written notice of their intent to take the parental leave.
- g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating during the parental leave providing the employee provides payment monthly.

Employees shall continue to accumulate credit for seniority and service during the parental leave.

30:03 **Paternity Leave**

A male employee shall be granted a one (1) day unpaid leave of absence upon request at the time of the birth of the employee's child.

**ARTICLE 31- JOB SECURITY**

- Ft&Pt 31:01a) The Employer shall notify the Union, at least forty-five (45) days in advance, wherever possible, of its intention to introduce any technological changes affecting employees in the bargaining unit. The Employer shall provide the Union with an outline of the change.
  - b) The Employer and Union shall meet to discuss practical ways and means to minimize the effect, if any, upon the employee(s) concerned in the bargaining unit.
- 31:02 The Employer will not contract out any work with the objective of effecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or

as may be otherwise mutually agreed as to the Employer's requirements for the contracting out of services.

- 31:03 i) When the Home is considering making changes which may result in a position being declared surplus, and employee being declared redundant or **laidoff**, or a net reduction in hours, the Home shall notify **the Union as far as possible** in advance of its intentions and plans, for the purpose of giving the Union an opportunity to have input with regard to these matters prior to implementation. The notification shall include the nature of the change, the date of the proposed change, the positions, and the approximate number of employees likely to be affected. This information will be updated as the plans are refined.

In order to facilitate the above provision the Home will provide the Union with all pertinent data including but not limited to **CMM** and **CMI** figures and the resulting impact of such on the Homes funding.

ii) Notice of Layoff

a) Union

There shall be at least twelve (12) weeks written notice to the Union in the event of a proposed layoff of a permanent or long-term nature. This information shall be kept confidential **by** the Union until notice has been given to employees.

b) Employees

In the event of a lay-off of a permanent or long-

term nature, employees to be laid off will be given at least ten (10) weeks notice of lay-off, provided the affected employee(s) has more than twelve (12) months service. The above mentioned notice will be considered notice to all employees subsequently affected by the original layoff. This will include notice to any individuals laid off as a result of being displaced by a more senior employee. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

- iii)a) In the event of lay-off, the Home shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the qualifications, skills and abilities necessary to perform the work.
- b) An employee who is subject to lay-off shall have the right to either:
  - i) Accept the lay-off; or
  - ii) displace an employee who has the least bargaining unit seniority on the shift in another classification providing the employee originally subject to lay-off has the qualifications, skills and abilities necessary to perform the duties of the job with a five (5) day orientation period and without training.

Laid off employees must exercise their bumping rights within five (5) working days from the date they are notified of the lay-off. Any other employees so bumped must exercise their bumping rights within three (3) working days of their being bumped, and so on, on a three (3) working days maximum basis for each involved employee.

- c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she has the qualifications, skills, and abilities to perform the work before such opening is filled under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Home shall not act in an arbitrary or unfair manner.
- e) No new employees shall be hired until all those laid off have been offered the opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found not to have the qualifications, skills and abilities necessary to perform the position available.
- f) It is the sole responsibility of the employee who has been laid off to notify the Home of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid

holidays) after being notified to do so by registered mail, addressed to the last address on record with the Home (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. 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 proper address being on record with the Home.

- g) Employees on lay-off or notice of lay-off shall **be** given preference for temporary vacancies which are expected to exceed four (4) weeks. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- h) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within four (4) months of being recalled.
- i) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall be paid for the holiday.
- j) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off or the period of time equal to the length of their seniority at the time of lay-off, whichever is the lesser.

- 31.04 So long as a full time position exists there will be no splitting of that position into two or more part time positions without agreement of the union. Such agreement will not be unreasonably withheld. In situations such as budgetary constraints, or staffing changes necessitated by redevelopment, agreement will not be withheld.
- 31:05 Volunteers will not be recruited with the intent of replacing or reducing CAW positions, hours of work, or paid hours.

**ARTICLE 32 -GENERAL**

- 32:01 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto shall pass to and from the Director, Employee Relations or their designate and the Union Representative with copies in all cases going to the Home Administrator for the Region and the Chairperson of the Union Committee.
- 32.02 The Employer shall provide four bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other reasonable notices as may be of interest to the employees/Union membership.
- 32.03 Where employees are required to maintain a valid Class "F" licence, the cost of the medical certificate required will be payable by the Employer, upon submission of a receipt.
- 32.04 Refreshments will be provided to all employees at cost for any item available.

## **ARTICLE 33 - HEALTH AND SAFETY**

- 33.01 The Region shall endeavour to observe all reasonable precautions and provide necessary safety devices, clothing or equipment that may be required for the protection of its employees. The employees will co-operate by observing safety practices.
- 33.02 **Joint Health and Safety Committee**  
Under the Occupational Health and Safety Act, there is to be Joint Health and Safety Committee to monitor health and safety in the Workplace and provide recommendations to the Region in the interest of a safe and health work environment. The parties acknowledge that a Joint Health and Safety Committee can only be successful where everyone on the committee is committed to health and safety in the workplace. The parties agree to undertake to ensure the members of the committee operate in accordance with the full intent of the Occupational Health and Safety Act. The Region agrees to provide, upon request of the committee, information as prescribed in the Occupational Health and Safety Act.
- 33.03 Employees shall be required to report all on-the-job accidents or illnesses, whether they result in lost time or health care or not.
- 33.04 An employee receiving Workers' Compensation payments shall accumulate seniority and be entitled to all benefits of this Agreement. Provided the employee is utilizing accumulated sick leave to top up Workers' Compensation payments and the cheque is being sent to the Employer, the Employer continues to pay its share of all employee benefit plans.

33:05 The Employer agrees that an employee who is injured whilst at work, shall, upon return to work, be reinstated to the position, shift, and rate held at the time of the injury provided the employee is capable and qualified to perform the former employment. The Employer will attempt to apply the modified duties plan subject to the abilities of the injured employee and the work available.

33.06 Right to Refuse Unsafe Work

Where permitted by the Occupational Health and Safety Act an employee may exercise his or her right to refuse unsafe work. Where an employee chooses to exercise his or her right to refuse unsafe work, the employee shall immediately report this refusal to his or her supervisor who shall immediately initiate an investigation in conjunction with a worker member of the Joint Health and Safety Committee or, where such a member **is** not available, a person designated by the Union. The investigation shall be conducted as per the requirement of the Occupational Health and Safety Act. The company agrees that **no** employee shall be discharged, penalized, coerced, intimidated, threatened or disciplined for exercising his or her right to refuse unsafe work or where he or she has worked in compliance with the Occupational Health and Safety Act or the Regulations.

The Region agrees that, for the duration of this agreement, to apply Part V - Right to Refuse or to Stop Work Where Health or Safety in Danger of the Occupational Health and Safety **Act** that **is** in force at the time of this agreement.

33.07 **National Day of Mourning**

Where possible, on April 28 of each year at 11 a.m. employees are invited to pause and observe one minute of silence in memory of workers killed or injured on the job.

- 33.08 The employer will inform all employees providing direct care to a resident with serious infectious diseases of the nature of the disease and of the precautions and procedures to be utilized. It is a requirement of the employees to keep the information confidential. Employees other than direct care employees **will** be made aware of any special procedures required of them to deal with these circumstances. It is an expectation that all employees practice universal precautions at all times.

**ARTICLE 34 -WORKPLACE HARASSMENT**

- 34.01 The Ontario Human Rights Code defines harassment as “any vexatious comment or conduct that is unwelcome or ought reasonable to be known to be unwelcome”. The Code protects all employees from harassment under the following grounds: race, ancestry, place of origin, color, ethnic origin, citizenship, religion, creed, sex sexual orientation, age ,record of offenses, marital status, family status, and disability. Such comment or conduct includes that of residents’ family and/or friends, or others present at the workplace. The Employer and the Union agree that confirmed cases of harassment will not be tolerated. **All** employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all areas of the facility, and includes areas such as offices, resident areas, grounds, rest rooms, cafeteria, locker, staff room, conference rooms and parking lots. Harassment which has repercussions in the workplace or adverse effects on working relationships is also prohibited by the Ontario Human Rights Code.

The employee may seek assistance of their Union or of management in filing a complaint. The employee will be advised of their right to seek Union representation. If the employee chooses not to have union representation, the employee will verify that choice in writing.

In the event the employee chooses to have union representation, the findings of the investigation may be shared with either the local union chairperson or the national representative, only upon the express direction of the employee.

- (a) Cases of alleged harassment as defined by the Ontario Human Rights Code will be considered as discrimination and eligible to be processed as grievances under the grievance procedure, although the Region will investigate all formal complaints of harassment, whether made through its Workplace Harassment Policy, the grievance procedure, or the Ontario Human Rights Code. Harassment may include, but not be limited to:
- i) requests or demands for sexual favours;
  - ii) unwelcome physical contact ranging from touching to sexual assault;
  - iii) display of pin-up posters or offensive

- literature;
  - iv) insulting gestures, remarks, jokes, or name calling;
  - v) circulating or displaying racist or derogatory printed material;
  - vi) refusing to work or co-operate with an employee because of their background;
  - vii) derogatory remarks directed towards one gender/sexual preference group.
  - viii) backlash or retaliation for the lodging of a harassment complaint or participation in a harassment investigation
- (b) Where the alleged harasser is the person who would deal with the first or any step of a grievance, the grievance shall be presented at the next step.
- (c) An employee shall, at all times, retain their right to lodge a complaint under the Ontario Human Rights Code R.S.O. 1990, c. H19. In the event the employee lodges a formal complaint under the Human Rights Code, the grievance procedure shall be suspended immediately, pending final disposition of the complaint by the Human Rights Commission.
- (d) Individuals who lodge a legitimate complaint of harassment are entitled to **do** so without reprisal or threat of reprisal for doing so.
- (e) Grievances under this article will likely be of a very sensitive nature and the parties agree that they will take all necessary precautions to maintain the highest degree of confidentiality throughout the grievance process.

- (f) Supervisory responsibilities are not to be construed as harassment.

34.02 **Violence Against Women**

The parties hereby recognize and share the concern that women face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized medical professional (i.e. doctor, professional counselor), a woman who is in an abusive or violent personal or domestic situation will be given full consideration for her circumstances under the workplace accommodation article.

**ARTICLE 35- MODIFIED DUTIES**

- 35:01 (a) The Union and Employer mutually agree to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

b) **Objectives of the Program:**

- To restore an ill or injured employee to his/her fullest possible occupational and economic capacity.
- To provide an employee with an effective setting for work accommodation and work rehabilitation following illness or injury.
- To accommodate and/or rehabilitate an ill or

injured employee in his/her original position or job, wherever feasible, or to accommodate the employee in another position or job.

- c) An employee who has sustained an occupational or non-occupational illness, condition, or injury, that prevents him/her from performing the essential duties of their regular job shall be eligible to participate in this program.
- d) The Home shall develop a return to work plan, including schedule, duration, duties, reassessment and need for replacement coverage, to review with the Union for the purpose of receiving input. This plan will be based on medical information provided to the Home by the employee's medical practitioner.
- e) The modified work assignment must be productive and meaningful to both the Home and the employee. The modified work assignment must suit the medical restrictions, education and training/experience of the employee.
- f) Medical restrictions will normally be determined by the employee's attending medical practitioner. Notwithstanding this, the Home shall have the right at any time to require that an employee who requires modified duties or accommodation be examined by an independent physician, mutually agreed to between the parties, whose report shall be the final determination of the employee's restrictions.
- g) The employee(s) have the right to Union Representation at all meetings pertaining to the modified duties or accommodation.

35:02 Employee's Security

- a) When an employee on Workers' Compensation returns to work:
  - i) **Employee(s) wage/salaries** will be at the regular rate.
  - ii) **Employee(s)** will accrue seniority as per Article 13:02.
  - iii) **Employee(s)** will accrue sick time and vacation entitlement while on modified duties.
  
- b) When an employee on sick leave or LTD returns to work:
  - i) **Employee(s)** returning to their original position will be at his or her regular rate.
  - ii) **Employee(s)** returning to work in any position other than their original position will be paid at the new rate, as per Article 30:01 a) and b) of the Collective Agreement.
  - iii) **Employee(s)** will accrue seniority as per Article 13:02.
  - iv) **Employee(s)** will accrue sick time and vacation entitlement on a pro rata basis.
  
- c) When an employee requires long-term or permanent accommodation:
  - i) **Employee(s)** will be paid at the appropriate rate for

the position they are filling.

- ii) Employee(s) will accrue seniority as per Article 13:02.
  - iii) Employee(s) will accrue sick time and vacation entitlement on a pro rata basis.
  - d) Those employees currently receiving benefits on modified duties or on long-term or permanent accommodation will continue to do so as previously agreed.
- 35:03a) The hours of work not covered by the full-time and part-time employee(s) in a modified work plan in a seven and three quarter (7.75) hour shift shall be covered by a part-time employee wherever required and possible and without incurring overtime premium.
- b) Extra work assignments will not be added to other employees' daily work, so as to compensate for injured employees on a modified work program without consultation with the Union.
  - c) Should there be no suitable modified work available at the Home, the Employer will look elsewhere in the Region for a suitable modified work placement.

## **ARTICLE 36- RETROACTIVITY**

- 36:01a) The increases to the wages shall be paid on a retroactive basis to all employees in the bargaining unit for all paid hours of employment effective January 1, 2001. Any employees who have since ceased to be employees shall have a period of sixty (60) days only

from the date of execution of the Collective Agreement in which to claim from the Employer any adjustment to their remuneration. Any new employees hired shall be entitled to a prorata adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union office) at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment.

- b) All retroactive payments for all present employees are to be made within sixty (60) days of ratification of this Agreement.

### **ARTICLE 37- DURATION**

- 37:01 This agreement shall become effective on the first day of January, 2001 and shall continue in force until December 31, 2003, and thereafter from year to year unless terminated or amended.
- 37:02 Notice of desire to terminate or amend this agreement shall be given by either party to the other, in writing, not more than six (6) months prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice of the aforesaid **unless** the parties mutually agree to dates beyond the aforesaid fifteen (15) days.

Signed at Kitchener, Ontario this 14<sup>th</sup> day of August, 2002.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

K. R. Seiling  
Regional Chair, K. Seiling  
R. Fletcher  
Regional Clerk, R. Fletcher  
Cheryl Howe  
Charlotte Bueley  
S. W. Hardy

FOR THE NATIONAL  
AUTOMOBILE  
AEROSPACE TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
CAW - CANADA AND ITS LOCAL 302

Alan Shearer  
Loel Brown  
Shelley Langston  
[Signature]

## SCHEDULE " A

<u>January 1/01-December 31/01</u>	<u>Start</u>	<u>6 Mos. 840 hrs.</u>	<u>1 Year 1680 hrs</u>
<b>Grade 2</b> Administrative Communications Clerk Dietary Aide General Duty (Dietary) Housekeeping/Laundry Aide Housekeeping Aide Laundry Worker Unit Clerk	13.98	14.40	14.85
<b>Grade 3</b> Trust Clerk Clerk/Typist (Resident Care) Cook Groundskeeper Resident <i>Home Assistant</i> (RHA) Staffing and Administrative Clerk Lead Hand, Laundry	14.66	15.10	15.54
<b>Grade 4</b> Adjuvant (Resident Care) Adjuvant (Alzheimer) Coordinator, Physical Resources Maintenance Technician Recreation Assistant (Alzheimer) Recreation Assistant (Resident Care) Personal Support Worker (PSW)	16.71	17.14	17.58
<b>Grade 5</b> Senior Maintenance Technician	17.02	17.43	18.47
<b>Grade 6</b> Recreation Therapist (Resident Care) Recreation Therapist (Alzheimer) Registered Practical Nurse (RPN) Music Therapist (Alzheimer) Lead hand, Maintenance	17.60	18.01	19.05

<u>January1/02-December 31/02</u>	<u>Start</u>	<u>6 Mos. 840 hrs.</u>	<u>1 Year 1680 hrs</u>
Grade 2 Administrative Communications Clerk Dietary Aide General Duty (Dietary) Housekeeping/Laundry Aide Housekeeping Aide Laundry Worker Unit Clerk	14.33	14.76	15.22
Grade 3 Trust Clerk Clerk/Typist (Resident Care) <b>Cook</b> Food Services Assistant(FSA) Groundskeeper Resident Home Assistant(RHA) Staffing and Administrative Clerk Lead Hand, Laundry	15.03	15.48	15.93
Grade 4 Adjuvant (Resident Care) Adjuvant (Alzheimer) Coordinator, Physical Resources Maintenance Technician Recreation Assistant (Alzheimer) Recreation Assistant (Resident Care) Personal Support Worker (PSW)	17.13	17.57	18.02
Grade 5 Senior Maintenance Technician	17.53	17.95	19.02
Grade 6 Recreation Therapist (Resident Care) Recreation Therapist (Alzheimer) Registered Practical Nurse (RPN) Music Therapist (Alzheimer) Lead hand, Maintenance	18.39	18.81	19.88

<b><u>January 1/03-December 31/03</u></b>	<b><u>Start</u></b>	<b><u>6 Mos. 840 hrs.</u></b>	<b><u>1 Year 1680 hrs</u></b>
Grade 2 Administrative Communications Clerk Dietary Aide General Duty (Dietary) Housekeeping/Laundry Aide Housekeeping Aide Laundry Worker Unit Clerk	14.65	15.09	15.56
Grade 3 Trust Clerk Clerk/Typist (Resident Care) Cook Food Services Assistant(FSA) Groundskeeper Resident Home Assistant(RHA) Staffing and Administrative Clerk Lead Hand, Laundry	15.37	15.83	16.29
Grade 4 Adjuvant (Resident Care) Adjuvant (Alzheimer) Coordinator, Physical Resources Maintenance Technician Recreation Assistant (Alzheimer) Recreation Assistant (Resident Care) Personal Support Worker (PSW)	17.52	17.97	18.43
Grade 5 Senior Maintenance Technician	18.06	18.49	19.59
Grade 6 Recreation Therapist (Resident Care) Recreation Therapist (Alzheimer) Registered Practical Nurse (RPN) Music Therapist (Alzheimer) Lead hand, Maintenance	18.94	19.37	20.48

**APPENDIX "A"**

**BETWEEN:**

**THE REGIONAL MUNICIPALITY OF WATERLOO  
(SUNNYSIDE HOME)**

**- and -**

**NATIONAL AUTOMOBILE AEROSPACE,  
TRANSPORTATION and GENERAL WORKERS UNION OF CANADA**

**CAW - CANADA AND ITS LOCAL 302**

**AND IN RELATION TO:**

**Part-time BARGAINING UNIT EMPLOYEES**

Whereas the Union by certificate dated **January 29, 2001** is the certified bargaining agent for the employees of the Regional Municipality of Waterloo at Sunnyside Home, Kitchener, regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period, or registered as full-time students at a recognized educational institution, save and except supervisors, persons above the rank of supervisors and registered and graduate nurses.

- .A. The foregoing provisions of the Full-time Bargaining Unit Collective Agreement shall apply except for the following articles which do not apply to Part-time Bargaining Unit Employees:

2:01; 5:08; **5.09**; 13:06 (c); 13:08; 14:01; 16:01; 16:03; 17:01; 17:02; 17:03; 17:04; 17:05; 18; 19:01; 19:02; 19:03; 19:04; 19:05; 19:06 (c); 19:07; 20:01 (b); 21:01 (a); 21:01 (b); 21.02 (a); 24; 25; **28**; 29.

B. Union Recognition

The Employer recognizes the Union as the sole collective bargaining agent for:

The employees of the Regional Municipality of Waterloo at Sunnyside Home, Kitchener, regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period, or registered full-time students at a recognized educational institution, save and except supervisors, persons above the rank of supervisor and registered and graduate nurses, **and administrative assistants.**

C. Seniority

A Part-Time Seniority list containing the names of employees will be posted on the official Union bulletin board in March and September of each year. Employees will have ~~sixty~~ (60) calendar days from the date on the seniority list to notify the Assistant C.A.O., Human Resources, in writing, of any errors, etc., to changes and/or additions, noted since the previously posted list. It is agreed that the Chairperson will be advised as soon as an employee commences employment as to the employee's classification and hiring date.

Seniority status once acquired by permanent employees will be lost and their names removed from the seniority list and their employment terminated for the following reason:

Continuous non-employment including layoff, authorized leave of absence, sickness or accident for a period of time equal to the length of seniority **at** the time of layoff, authorized leave of absence, sickness or accident but not for less than six (6) months nor more than twelve (12) months.

#### D. Hours of Work

- (i) The hours of work will be as scheduled by the Home, but the Home does not guarantee to provide employment or work for normal hours or for any other hours. Twenty (20) minutes will be allowed on each full seven and three quarters (7.75) hour shift worked for a meal break without loss of pay. Part-time employees working a full seven and three quarter (7.75) hour shift shall also have two fifteen (15) minute breaks. The first break to be unpaid time the second break to be paid time.
- (ii) The Employer shall endeavour to schedule and call-in part-time employees for the available work as equitably as possible. A rotational list of employees who have indicated availability for call-in, for the purposes of the rotational list, will be deemed to have worked the shift or period which was refused.

#### E. Overtime

- (i) Overtime which must be authorized shall be paid at the rate of one and one-half (1 ½) times the employee's equivalent hourly rate for all hours worked in the excess of seven and three quarter (7.75) hours in a day or seventy-seven and a half (77.5) hours in the bi-weekly pay period.
- (ii) In the case of a cancellation of a scheduled shift at the request of the Employer with less than twelve (12) hours notice, the employee affected shall be paid for the actual hours previously scheduled or the equivalent of three (3) hours pay whichever is the lesser. Such premium shall not apply when the change is requested by an employee and consented to by the Employer.

F. **Holidays**

- (i) Part-time employees shall be paid double time and one-half (21/2) of their regular straight time pay for working on any of the following holidays:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

It is understood that such payment of double time and one half for work on the above-named holidays shall include any holiday pay to which the employee may be entitled under the Employment Standards Act. The employee shall continue to receive the above premium rate for any overtime or additional hours worked following the employee's complete shift on a holiday.

- (ii) Employees will only receive payment for holidays not worked in accordance with the regulations of the Employment Standards Act.

G. **Vacation Pay and Payment In Lieu of Fringe Benefits**

- (i) (a) All part-time employees shall be paid in addition to their regular hourly rate (Schedule "A"), the amount of twelve (12%) percent of such wage rate in lieu of Health and Welfare benefits provided full-time employees.
- (b) All part-time employees shall be entitled to vacation pay on the basis of the following formula:

- from start of employment: 4%
- after three (3) years of employment: 6%
- after eight (8) years of employment: 8%
- after sixteen (16) years of employment: 10%
- **effective May 31, 2003**  
**after fifteen (15) years of employment** 10%
- after twenty-four (24) years of employment: 12%

In addition, each employee shall be granted an additional point four (.4%) percent for each continuous year of service after **twenty-four (24)** years of employment, to a maximum of fourteen (14%) percent after **twenty-nine (29)** years of employment.

(ii) **Definition - Total Pay**

"Total pay" includes all wages received whether pay as hourly rate, overtime, premium pay or shift pay and money paid for days not worked i.e. paid holidays including the previous year's vacation pay.

H. **Uniforms**

Effective July 5, 1992, when the Home requires employees to wear uniforms (including footwear), the required uniforms will meet the standards of the Home, as published reasonably in advance in respect to style and colour. The Home shall pay a uniform allowance of 6.6 cents per hour worked payable quarterly in January, April, July and October of each year, to each employee required to wear a uniform, provided the employee has been in the service of the Home at least one hundred and fifty (150) hours worked.

I. **Minimum Allowance**

Employees who report to work for any shift without being notified to the contrary will be guaranteed at least four **(4)** hours work or work for the time scheduled if less, or if no work is available will be paid for at least four **(4)** hours or paid for the time scheduled if less. This shall not apply in cases of any labour dispute or conditions beyond the control of the Employer.

J. **Jury Duty**

An employee serving as a juror or who has been subpoenaed as a witness will receive the difference between the jury or witness pay and the employee's regular pay for the lost time occurring only on those days the employee was actually scheduled and available to work and while serving in one of these capacities, providing the subpoena is presented to the Administrator.

**APPENDIX “B”**

**ARBITRATORS ROTATION**

Ian Springate

Brian Keller

William Kaplan

Kevin Whitaker

**Wesley Raynor**

**Susan Stewart**

## APPENDIX "C"

### REGIONAL MUNICIPALITY OF WATERLOO WORK CLOTHING REQUEST FORM

Allowable points (relates to dollar value of garments):

Local 32: Full time - 185

Parttime-III

Local 1883: Survey Technicians I and II- 214  
Construction Technician I- 144

Environmental Officer - 214  
Co-Ordinator Customer Service, Program  
Technician, Publishing Technician - 145

CAW302 Fulltime - 132

STYLE	DESCRIPTION	POINT VALUE	SIZE	QTY	TOTAL PNTS
PANTS	10010-60 Mens unfinished leg, waist sizes: 30-56	19			
	10120-60 Men's cotton, waist sizes: 30-56	24			
	14090-60 Men's dress jean, waist sizes: 30-56	29			
	18240-60 Ladies' unfinished lee, waist sizes: 24-52	22			
	Ladies' pants (Purchase from Marks Work Warehouse)	22			
SHORTS	10684-60 Men's/Ladies' shorts, waist sizes: 28-54	17			
LONG SLEEVE SHIRTS	20080-61 long sleeve poplin, sizes: S-XXXL	18			
	20120-60 long sleeve cotton, sizes: S-XXXL	24			
	25490-61 long sleeve oxford, sizes: S-XXXL	24			
SHORT SLEEVE SHIRTS	20082-61 short sleeve poplin, sizes: S-XXXL	17			
	20122-60 short sleeve cotton, sizes: S-XXXL	24			
	23142-60 golf shirt, sizes: S-XXXL	20			
	25492-61 short sleeve oxford shirt sizes S-XXXL	23			
SWEATSHIRTS	23400-60 fleece, sizes: S-XXXL	26			
	23520-60 fleece hooded. w/ zipper sizes: S-XXXL	37			
T-SHIRTS	23102-60 cotton with pocket, sizes: S-XXXL	11			
	Safety orange with retro reflective stripes. sizes: S-XXL	21			
	Cotton turtleneck, sizes: S-XXXL	24			

STYLE	DESCRIPTION	POINT VALUE	SIZE	QTY	TOTAL PNTS
JACKETS	31017-60 twill lined, sizes: S-3XL	41			
	311C orange with retro reflective stripes, sizes: S-3XL	27			
	Fleece with zipper, sizes: S-XXXL	51			
	Nylon with zipper, sizes: S-XXXL	40			
PARKAS	34290-60 bomber, sizes: S-3XL	48			
	35290-60 commander, sizes: S-3XL	67			
	305CP orange with retro reflective stripes, sizes: S-3XL	63			
VEST'S	78290-60 insulated, sizes: S-XXXL	35			
	612CP orange with retro reflective stripes, sizes: S-XXXL (insulated)	49			
HATS	Navy ball cap, solid back	7			
	Navy fleece toque	4			

**SHOP COAT** \_\_\_\_\_ *Shop coat (ordered from Marks Work Warehouse)* \_\_\_\_\_ 25

Points \_\_\_\_\_

Total

EMPLOYEE'S SIGNATURE \_\_\_\_\_

SUPERVISOR'S SIGNATURE \_\_\_\_\_

RECEIVED BY EMPLOYEE \_\_\_\_\_ (Initials)

**PLEASE NOTE** THE NUMBER 60 AT THE END OF THE DESCRIPTION PART NUMBER INDICATES THE COLOUR IS NAVY, 61 INDICATES THE COLOUR IS LIGHT BLUE

**APPENDIX "D"**

Summary of Breaks

<b>SHIFT(hours)</b>	<b>BREAK</b>	<b>MEAL BREAK</b>
3	no break	No
3.5	one 15 minute (unpaid)	No
4	one 15 minute (unpaid)	No
5	one 15 minute (unpaid)	No
5.5	one 15 minute (unpaid)	No
6	one 15 minute (unpaid)	20 minute (paid)
8	one 15 minute (unpaid and one 15 minute (paid)	20 minute (paid)

Each employee is entitled to breaks as identified in Appendix "D". Combining of the meal and break time may occur based on needs of residents/clients, operational needs and staff preferences.

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TRANSPORTATION and GENERAL WORKERS UNION OF CANADA  
CAW - CANADA AND ITS LOCAL 302

**RE: Combining Breaks**

The parties agree the current practice with respect to combining breaks will continue.

Where there is a need referenced above (Appendix "D"), combination of breaks will be discussed between supervisors and employees. If a resolve is not reached, the matter will be referred to a union management meeting for resolution.

Signed at Kitchener, Ontario this 2nd day of January, 2002.

FOR THE REGIONAL  
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**Re: The Appointment of Arbitrators to Appendix "B"**

The parties agree to the creation of a list attached to the Collective Agreement as Appendix "B" of arbitrators to hear grievance arbitrations between the parties on a rotational basis and the parties further agree as follows:

1. The parties shall meet within 60 working days of the signing of the Memorandum of Agreement in order to discuss and mutually agree upon two (2) additional arbitrators to be placed on Appendix "B".
2. The order of rotation shall be established by a random listing of the arbitrators.
3. If during the course of the Collective Agreement an Arbitrator on Appendix "B" is unable to accept appointments or remain on the list, the parties shall meet and decide whether or not that Arbitrator needs to be replaced and how that shall be done, if required, and taking into account the processes set out above.



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**Call-in Process**

The parties recognize that it is in the best interests of the resident, that regular staffing patterns are maintained. Management will attempt to replace shifts fully at straight time rates.

2. For call-ins part time staff from within the classification and within the program or department will be called in first as replacement.
3. Part time staff from within the classification from another program or department will be called in second as a replacement.
4. Call-ins will be made equitably based on seniority and number of hours worked. For the purposes of calculating number of hours worked, scheduled weekend hours will be included for determining equitable distribution.
5. A call-in on the weekend will not be counted in equalizing and distributing the week day call-ins.
6. If a staff member is scheduled to work after the posting of the schedule, it is considered to be a call-in for the purpose of equitable hours distribution.
7. If a shift is refused by **an** employee, it shall be counted as a worked shift only if it is not overtime.

8. If a call-in is not made in correct order, the staff member, who should have received the shift will be offered a mutually agreed upon replacement shift. This shift must be worked within a one (1) month period.
9. Before offering overtime for a replacement, the work will be offered first to the same classification in which the opening exists. In most cases the work will be offered to other qualified staff from other classifications within the bargaining units starting with the highest classification.

After consultation with the RPN(s), the Resident Care Coordinator or designate will make the decision to replace from the same classifications based on resident care and work requirements.

The Team Leader/RN will ensure the work load is appropriately distributed amongst the staff on the shift.

If the Call in results in overtime, the call in will first go to the same classification where the opening exists.

10. If a call in is made necessary because of a full time scheduled shift, the overtime will go to full time staff first within the classification. If the call-in is made necessary because of a part time scheduled shift, the overtime will go to part time staff first within the classification.
11. **CAW** and management will meet **as** required to discuss means to minimize the frequency of altered staffing patterns.

## EXAMPLES OF CALL IN ORDER:

To replace a PT PSW:

1. Part time PSW, same program; then
2. Part time PSW, other program; then
3. Part time RPN, same program; then
4. Part time RPN, other program; then
5. Part time RHA, same program (if has PSW qualifications); then
6. Part time RHA, other program (if has PSW qualifications); then
7. Overtime Part time PSW, same program; then
8. Overtime Part time PSW, other program; then
9. Overtime Full time PSW, same program; then
10. Overtime Full time PSW, other program; then
11. Overtime Part time **Ri**", same program; then
12. Overtime Part time RPN, other program; then
13. Overtime Full time RPN; same program; then
14. Overtime Full time RPN, other program; then
15. Overtime Part time RHA, same program (if has PSW qualifications); then
16. Overtime Part time RHA, other program (if has PSW qualifications); then
17. Overtime Full time RHA, same program (if has PSW qualifications); then
18. Overtime Full time RHA, other program (if has PSW qualifications); then
19. Other (for example, RN, or no replacement)

To replace a Full time RPN:

1. Part time RPN, same program; then
2. Part time RPN, other program; then
3. Part time PSW, same program ( if qualified to work as **RE**", or if resident care or work requirements allow after consultation); then
4. Part time PSW , other program ( if qualified to work as RPN, or if resident care or work requirements allow after consultation); then
5. Overtime Full time RPN, same program; then

- 6. Overtime Full time RPN, other program; then
- 7. Overtime Part time RPN, same program; then
- 8. Overtime Part time RPN, other program; then
- 9. Overtime Full time PSW, same program; ( if qualified to work as RPN, or if resident care or work requirements allow after consultation); then
- 10. Overtime Full time PSW, other program; ( if qualified to work as RPN, or if resident care or work requirements allow after consultation); then
- 11. Overtime Part time PSW, same program; ( if qualified to work as RPN, or if resident care or work requirements allow after consultation); then
- 12. Overtime Part time PSW, other program; ( if qualified to work as RPN, or if resident care or work requirements allow after consultation); then
- 13. Other (for example, RN, or no replacement)

Signed at Kitchener, Ontario this 2nd day of January, 2002.

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**LETTER OF UNDERSTANDING**  
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**RE: Alzheimer Day Away Program - Part-time Staffing**

With respect to the above-noted program the parties agree as follows:

1. The internal postings for two (2) Health Care Aides and two (2) Registered Practical Nurses in the Alzheimer Day Away Program were not filled.
2. The above-noted jobs were awarded by mutual consent of the parties to Registered Practical Nurses and Health Care Aides with no scheduled hours, to prevent the need to hire outside the Home.
3. The employee awarded these positions will be scheduled for part-time hours in the Alzheimer Day Away Program and remain in their original program areas for call-in shifts within the same category, but with no scheduled hours. Any additional hours will be divided equally among part-time staff in the Home.
4. If the hours available to the selected staff increase so as to result in the potential removal of an employee from the call-in list, either party may call for a meeting between Union and Management to re-assess this agreement.
5. This Letter of Understanding is without prejudice or precedent to either party in and other matter.

Signed at Kitchener, Ontario this 2nd day of January, 2002.

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**Re: Lead Hand - Dietary**

Whereas the parties have met and discussed the need to provide for a Lead Hand assignment in Food Services;

**AND** Whereas the Home has filled this assignment with qualified Union members, the parties agree as follows:

1. Lead Hand hours will be scheduled as required by the Home. The Home shall pay a Lead Hand premium in addition to the employee's regular rate in dietary for those hours scheduled **as** Lead Hand. It **is** understood that the scheduled hours for a Lead Hand may or may not constitute an entire shift.
2. The Lead Hand - Dietary shall be paid a premium of 75 cents per hour in addition to the regular hourly rate, for all Lead Hand hours.
3. When an employee is scheduled to perform Lead Hand work, sufficient staff will be scheduled to ensure normal operation of the Food Services Department.
4. The Letter of Understanding is without prejudice or precedent to either party in any other matter.

Signed at Kitchener, Ontario this 2nd day of January, 2002.

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**RE: Transition from Existing Facilities to New Facilities**

**For the purposes of transition plans only, the parties agreed to meet and negotiate transition employment options.**

Signed at Kitchener, Ontario this 2nd day of January, 2002.

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**RPN Committee**

- 1) Regular RPN committee meetings will be held. All RPN's are invited to attend.
- 2) Terms of reference will be established at the meetings.
- 3) The purpose of the committee is to assist in promoting the utilization of RPN skills, support continuous learning and professional development.
- 4) The parties agree that continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes importance of ongoing learning and the maintenance of competence in a dynamic practice environment.
- 5) The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short term continuing education activities; certification programs; independent learning and committee participation.
- 6) The parties recognize their joint responsibility and commitment to active participation in the area of professional development.

Signed at Kitchener, Ontario this 2nd day of January, 2002.

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RE: Voluntary Exit Option

In respect of the above-noted matter and without precedent or prejudice in any other matter the parties agree as follows:

1. Prior to issuing a notice of a permanent redundancy or long-term layoff, which will result in a permanent employee losing employment, the Employer will offer Voluntary Exit Options (VEO) to permanent employees. These offers will be made in writing to all permanent employees in the affected job classification within the bargaining unit.

For the purposes of clarification the parties agree that no temporary employees (as defined in the respective collective agreements) in a job classification will continue to be employed while any permanent employees are on layoff.

2. The maximum number of employees who can participate in the VEO within the affected job classification must be equivalent to the number of employees with in the affected job classification who would otherwise receive notice of layoff. All employees will receive the offer of VEO simultaneously. These employees shall advise the Employer of their decision whether or not to elect a VEO within two weeks **of** being advised of the offer. If the response exceeds the number required then seniority will prevail in the following sequence:

- a) within the affected job classification within the division
- b) within the affected job classification with the department
- c) within the affected job classification in other departments

\* affected job classification will include similar job classifications where feasible.

Management and the Union will meet and agree as to how remaining employees in the affected job Classification will be reassigned based on seniority and as required within the job classification, within the bargaining unit, and with consideration of the residents' quality of care.

3. **An** employee who accepts the VEO shall have the option of receiving a payment in the form of a lump sum or salary continuance, upon relinquishing all recall rights. This payment shall equal one months' income for each year of service, plus a prorated amount for any additional partial year of service, to a maximum of 12 months of income.

In addition, an employee between the ages of 55 and 65 shall receive a lump payment of \$3000.00.

A week's income is defined as per Appendix "A" in the Collective Agreement. Where a part-time employee elects a VEO, his or her payment will be based upon their regular average weekly income calculated using the six (6) month period immediately preceding their last day of work.

4. Extended Health, Dental and Life Insurance Plans will continue to cover employees who choose the salary continuance payment, for a period of time equal to the time represented by the payment, but employees will not be entitled to long term disability (LTD) or sick leave benefits during this time.

Employees between the ages of 55 and 65 who elect a VEO and who

prior to the expiration of their salary continuance payment elect to retire, will be eligible for retiree benefits coverage as per the respective collective agreement.

- 5. Where an employee accepts the VEO and, on production of receipts from an approved educational program within twelve (12) months of leaving the Region, they may be reimbursed for 100% of tuition fees up to a maximum of \$2,000.00.
- 6. Counselling regarding the VEO options and implications will be made available to any employee requesting same.
- 7. This Agreement shall commence on October 1, 1997 and shall remain in effect until December 31, 2003.

Signed at Kitchener, Ontario this 2nd day of January, 2002.

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