

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE**

**– AND –**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 1106  
(CAW – CANADA)**

**FULL TIME AND PART TIME BARGAINING UNITS**

**EFFECTIVE: April 1, 2009  
EXPIRY: March 31, 2012**

**11085 (05)**

**THE SIX IMPORTANT  
W's  
IN EVERY GRIEVANCE**

<b>WHO</b>	is involved in the grievance?
<b>WHEN</b>	did the grievance occur?
<b>WHERE</b>	did the grievance occur?
<b>WHY</b>	is this a grievance?
<b>WHAT</b>	happened that caused the violation?
<b>WANT</b>	what adjustments are necessary to completely correct the grievance?

## **GRIEVANCE PROCEDURE**

One of the most important functions of the Agreement is to guarantee that every member's grievance will be properly serviced, and our first point of emphasis to you is that you should study the grievance procedure contained in the Agreement and familiarize yourself with the following items:

- a) Carefully analyze time limits within which action is to be taken.
- b) Be sure that your grievance goes from Step No. 1 to Step No. 2 and so on within the proper time limits.
- c) Study the management function's clause in order that you will know what management's rights are.
- d) Obtain all the necessary information concerning the facts pertaining to the grievance so that you will have them to use when dealing with management.
- e) When filling in the grievance, be sure to state what settlement you want on the grievance.
- f) Do you need assistance in handling? If so, get it.
- g) Should you need assistance phone your Union Representative.

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Note: The Articles that do not apply to Part Time Bargaining Unit Employees are identified as “Full-time only”.

## **ARTICLE 1 – PURPOSE**

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and those of its employees at Sunbeam Residential Development Centre, Kitchener, Ontario for whom the Union is the exclusive bargaining agent, 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 of such employees. It is the desire of the parties to cooperate and work harmoniously together in promoting mutual interest in the operation of Sunbeam Residential Development Centre.

1:02 There will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship.

Note: The Centre and the Union recognize their duty under the Ontario Human Rights Code and shall interpret this Collective Agreement to reflect such.

## **ARTICLE 2 – UNION RECOGNITION**

2:01 The Union has been certified by the Ontario Labour Relations Board as the bargaining agent for two groups of employees as hereinafter more particularly described in Article 2:02 (Full Time Bargaining Unit) certificate dated May 12, 2000, and Appendix “A” – A. (Part Time Bargaining Unit) certificate dated May 12, 2000, and it is the intention of the parties that such bargaining units shall continue to exist separately one from the other and that nothing in this document shall be construed so as to merge such units. In accordance with such intention this document shall be deemed to be two agreements, one between the Employer and the Union as bargaining agent for those employees referred to in Article 2:02 and one between the Employer and the Union as bargaining agent for those employees referred to in Appendix “A” – A.

### 2:02 Full Time Only

The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Sunbeam Residential Development Centre in Kitchener, Ontario, save and except Forepersons, Supervisors, persons above the rank of Foreperson or Supervisor, professional nursing staff, office staff, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.

For the purposes of clarity, the City of Kitchener now includes, by way of voluntary recognition, 521 Paradise Crescent and 325 Cornridge Place in the City of Waterloo and 122 Young Street in the Village of St. Jacobs.

- 2:03 Each of the parties agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union.
- 2:04 This Agreement shall not apply to residents of the Centre 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.
- 2:05 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or an emergency when regular employees are not readily available, or instances mutually agreed on by the parties. For the purposes of clarity, this restriction does not apply to students attending the Centre for training purposes or volunteers who assist the residents.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3:01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) 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.
  - (b) Hire, discharge, transfer, promote, demote, classify, assign or discipline employees provided that a claim of discriminatory transfer, promotion, demotion, classification or assignment 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 – UNION REPRESENTATION**

- 4:01 The Union shall elect or otherwise select a Union Committee composed of not more than five (5) members (two of which shall be Part Time Bargaining Unit employees) and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including the negotiations for or renewal of any Agreement.



Before any employee is disciplined, such employee will be offered the opportunity of having a Union Steward or Union Committee member present during such disciplinary interview.

4:02 The Union shall elect or otherwise select seven (7) Stewards. The Union shall endeavor to have at least one Steward who is usually employed on each shift.

4:03 (a) Members of the Union Committee and Stewards shall receive regular pay for all hours lost, including call ins, due to attendance at contract negotiations between the parties up to and including arbitration for which permission has been granted. Notwithstanding, in the event that a full-time employee was scheduled off on a day which negotiations were scheduled, a maximum of two (2) days will be treated as a day of work and their schedule will be adjusted to provide an alternate day off. The Centre will pay the part-time employee an amount equal to their regular shift at their regular straight time rate should the meeting be scheduled on the employee's day off to a maximum of two (2) days. Part-time employees will not be able to claim for both a missed call in shift and for a meeting occurring on their scheduled day off.

(b) A Steward and where applicable members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings for which permission has been granted, which shall, for the purposes of clarity, cover meetings with a grievance settlement officer appointed under Section 45 of the Labour Relations Act, with representatives of the Employer whether on or outside the Employer's premises.

4:04 The Union committee and the Management of the Centre shall meet each month at times mutually agreed upon provided there is business for their joint consideration. A request for a meeting shall be indicated by a letter from either party to the other. The Centre Administrator or designate and the Chairperson of the Union Committee or Union Committee Member will set up an agenda of subjects to be discussed prior to the meeting.

4:05 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. Such Union Representative shall advise the Centre's office upon entering the premises.

## **ARTICLE 5 – COMPLAINT PROCEDURE**

5:01 (a) 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 he or she has first given the immediate Supervisor an opportunity of adjusting the complaint.

(b) It is the mutual desire of the parties hereto that group or policy complaints of the Employer or the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until he/she has first given the Department Head an opportunity of adjusting the complaint.

5:02 If an employee has a complaint, he or she, who may request the assistance and attendance of the Steward, shall discuss it with the immediate Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, a grievance may be lodged by the employee within five (5) working days following the reply of the immediate Supervisor, which must come within five (5) working days following the complaint.

5:03 (a) In any matter relating to disciplinary warnings, it is agreed that only such warnings issued within fifteen (15) months previous to the disciplinary action shall be taken into account in determining any penalty.

Annual Employee Evaluations shall be used to evaluate in terms of improvement needed or not and not be considered a disciplinary record. It shall be the right of any employee to see his/her employment record provided the employee requests in writing an appointment for that purpose be so arranged. When or if any disciplinary records are entered into an employee's personnel file, said employee will be given a copy of such record.

(b) Any disciplinary notations shall be removed from an employee's personnel file after fifteen (15) months of such discipline being imposed, provided that during the fifteen (15) month period there has not been any other related discipline given to the employee.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

6:01 Subject to Article 5, should any misunderstanding or controversy arise between the Employer and the Union as to the compliance of either party with any of its obligations hereunder or should there be any grievance involving the terms of this Agreement by an employee or group of employees or the Union or the Employer, the same shall be handled in the following manner:

### 6:02 **Step 1**

Any grievance of an employee shall be presented in writing (on a standard form provided by the Union and completed as indicated on the form) to the aggrieved employee's department head or his or her delegate. Such grievance form shall be completed in triplicate and signed by the employee. One of the forms shall be retained by the employee; one by the Union and the other handed to the department head or his or her delegate. The department head or his or her

delegate shall give his or her written disposition within five working days of the receipt of the written grievance by him or her.

6:03 **Step 2**

If the grievance is not settled at the preceding step, the Union Committee shall take the matter up with the Executive Director or his or her delegate. The Executive Director or his or her delegate shall give his or her written disposition within five days of the receipt of the grievance by him or her.

6:04 No grievance shall be considered which has not been instituted as herein provided unless the Employer and the Union otherwise agree.

6:05 A Saturday, a Sunday, a statutory holiday 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.

6:06 If an employee wishes to grieve his or her suspension or discharge, such employee shall within a calendar week of such suspension or discharge reduce such grievance to writing and it shall be dealt with under the grievance procedure commencing at Step 1 thereof.

6:07 An employee may only be discharged for just cause, except that any employee who has not completed the probationary period may be terminated on the basis of a fair and proper assessment of suitability for employment with the Centre. With the mutual written consent of the Centre, the probationary employee, and a representative from the Union, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.

6:08 Misunderstandings or controversy as referred to in Article 6:01 arising between the Employer and the Union which may be considered as policy or group matters shall be reduced to writing by either party and dealt with commencing at Step 2 of the Grievance Procedure.

6:09 The Employer or the Union may have such counsel or other assistants present as they may desire when grievances are taken up under Step 2 of this Article provided that no more than two of such counsel or assistants representing either the Employer or the Union may be present at such meeting unless all parties agree to additional representation.

6:10 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received, within twenty (20) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned (effective July 26<sup>th</sup>, 1999).

- 6:11 The time specified in Article 6 may at any time whether before or after the event be extended or abridged by mutual consent of the Employer and the Union. Such consent shall be expressed in writing and shall specify the alteration agreed to.

## **ARTICLE 7 – ARBITRATION PROCEDURE**

- 7:01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten days notify the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chairman within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman will govern.
- 7:02 No person shall be appointed a member of the Arbitration Board who has been involved in an attempt to negotiate or settle the difference or allegation submitted or to be submitted to it.
- 7:03 The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement, nor shall it alter, modify or amend any part of this Agreement.
- 7:04 In the event that an Arbitration Board is required to deal with a dispute involving the discharge or suspension of an employee, it shall have the power to sustain the discharge or suspension or reinstate the employee with or without compensation for time lost since the date of discharge or suspension, or, in the alternative, may make such other order which it considers just and equitable, provided however, that in assessing any compensation to be paid to a discharged or suspended employee the Arbitration Board must limit such compensation, if granted, to loss of wage earnings from the Employer.

- 7:05 Each party shall bear the cost of its own arbitrator and any expense incurred by reason of the appointment of the third arbitrator shall be borne equally by the parties.
- 7:06 The parties agree for the life of this contract to use single arbitrators. The following arbitrators will be used on a rotational basis, for rights arbitration, commencing with the first listed:
- Greg Brandt  
Paula Knopf  
Mary Lou Tims  
Maureen Saltman
- 7:07 The parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- 7:08 The times specified in Article 7 may at any time, whether before or after an event, be extended or abridged by mutual consent of the Employer and the Union. Such consent shall be expressed in writing and shall specify the alteration agreed to.

## **ARTICLE 8 – UNION SECURITY**

- 8:01 The Employer shall deduct Union dues monthly for the term of this Agreement according to the following conditions:
- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
  - (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
  - (c) On or before the 10<sup>th</sup> day of every month the Employer shall remit by cheque to the Secretary-Treasurer of the Union the sum total of the deductions made during the preceding month.
  - (d) The Employer agrees when forwarding Union dues to submit a list indicating the names of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, rate of pay and dates of hire of those employees hired in the preceding month. The Employer also agrees to list those employees, who have terminated employment, giving the reason supplied by the Employer to the Employment Insurance Commission for the employee's termination.

- 8:02 Regular monthly Union dues referred to in this Article shall mean the regular monthly Union dues uniformly assessed against all of the members of the Union in accordance with its constitution and by-laws as certified to the Employer in writing by the Union.
- 8:03 The Union shall indemnify and save the Employer harmless with respect to all Union dues so deducted and remitted.
- 8:04 (a) The Employer shall allow a Union Committee Member or Steward approximately fifteen (15) minutes without loss of pay, to interview new employees during that new employee's orientation sessions.
- (b) The Employer shall advise the Union as to the names of the persons to be interviewed and the interview shall take place in a room designated by the Employer on the Centre's premises.
- 8:05 T-4 slips issued annually to employees shall show deductions made for Union dues wherever possible.

## **ARTICLE 9 – SENIORITY**

- 9:01 In all cases of promotion, demotion and transfer, the following factors shall be considered:
- (a) seniority
  - (b) ability and qualifications

Where the factors listed in (b) are relatively equal among employees, seniority shall prevail. When assessing employees' ability and qualifications the employer shall take into consideration the following criteria:

Relevant work experience  
Education  
Additional Training and Volunteerism  
Supervisory Input  
Interview Result

When assessing the above the Employer agrees that it will do so in a reasonable and non arbitrary manner.

Upon the request of an unsuccessful applicant for a job posting, the Employer shall meet with the employee for the purposes of discussing area(s) of improvement required in relation to the position applied for. Such request shall be limited to one occasion per calendar year by the employee.

**Note:** Seniority for full-time staff is according to anniversary date. The anniversary date must not precede date of hire.

9:02 **Notice**

In the event of a proposed layoff at the Centre/Group Homes of a permanent or long-term nature within the bargaining unit, the Employer shall:

- a) Provide the Union with no less than twelve (12) weeks' notice of such layoff. This notice is not in addition to required notice for individual employees. Where such layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union shall be considered notice to the Union of any subsequent layoff.
- b) Meet with the Union to review the following:
  - i) the reasons causing the layoff or the elimination of the position(s)
  - ii) the method of implementation including the areas of cutback and the staff to be laid off.
- c) Any agreement between the Centre and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a staff representative of the Union shall not delay any meeting regarding layoffs or staff reductions.

**Layoff**

- d) In all cases of layoff, employees will be laid off according to departmental seniority. The Employer will provide a Layoff Notice directly to the incumbent(s) of the position(s) which is experiencing a reduction in hours, or becoming redundant provided that the employees who are entitled to remain on the basis of seniority are qualified and able to perform the available work. For purposes of a layoff in the Full Time Bargaining Unit, probationary employees shall be laid off first, and Part Time employees in temporary full time jobs shall be laid off next, then Full Time employees, provided that the employees who are entitled to remain on the basis of seniority are qualified and able to perform the available work.
- e) Seniority lists for layoff and recall rights of part time employees shall be separate from full time employees.
- f) An employee who is subject to layoff shall have the right to either:
  - i) accept the layoff and severance payment: or
  - ii) accept the layoff and remain on recall: or

- iii) accept a transfer to a vacant position, either full time to full time or part time to part time, provided that she or he is qualified and able to perform the available work as per the position's stated criteria, or
- iv) Individuals who are in receipt of Layoff Notices may exercise their bumping rights first within their own department in accordance with their seniority, to bump into any position for which they are able and qualified (as per the position's stated criteria) and need no more than a regular orientation period in order to perform the normal requirements of the job. In any bump under this article the individual bumped will be the least senior in that position and/or shift. This may result in a loss of hours, gain in hours, and/or change in shift.

However, where an individual may only suffer a loss of hours by bumping within their department, then they may look to bump into another department by bumping someone who is less senior and who occupies a position for which the Laid Off individual is able and qualified (as per the position's stated criteria) and needs no more than a regular orientation period in order to perform the normal requirements of the job. In so doing they may only first look to bump into a shift which is of no greater hours than that which they currently work. If none are available then they may look to bump into a shift of greater hours.

- v) The decision of the employee to choose (i) or (ii) or (iii) or (iv) above shall be given in writing to the designated Employer representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted layoff.
- g) Individuals who are in receipt of a Layoff Notice may not bump into another bargaining unit i.e. full time staff cannot bump into the part time bargaining unit. Part time staff cannot bump into the full time bargaining unit.
- h) Individuals who are 'bumped' and subsequently receive a Layoff Notice, may exercise their seniority rights in the same manner as those receiving the initial notices.
- i) (i) Individuals who previously worked full time hours and who have 'bumped' into modified full time positions as a result of no regular full time positions being available to them, as per paragraphs f) to h) of this article, will first be offered any regular full time temporary vacancies within their department due to Leaves of



Absence, which are defined in Article 11:02 to 11:07 of the Collective Agreement, and are expected to extend beyond six (6) weeks duration. These will be offered in order of seniority prior to posting the vacancy provided the individual is able and qualified and needs no more than a regular orientation period in order to perform the normal requirements of the job. This practice shall continue for a period no longer than eighteen (18) months from the date the Layoffs become effective. Individuals affected by this article who are in a temporary vacancy at the time this article expires will be allowed to remain in that temporary vacancy for up to a further six (6) months, or until the vacancy expires, whichever occurs first.

- ii) As per the foregoing, these individuals who previously worked full time hours will be **scheduled** for full time shifts within their regular work area, subject to the foregoing i)(i), which are available at the time the schedule is posted. For clarity, they will be scheduled for full time shifts which occur on the same shift as their modified shift, as per paragraph j) of this article. These shifts shall be scheduled in order of seniority for those affected employees, however, they shall only be scheduled for these shifts on days they were otherwise scheduled to work their modified shift. In the event the full time shift is cancelled then the employee will be rescheduled for their modified shift on the affected dates and are not entitled to any greater notice of this change than part time employees, irrespective of Article 13:08 (a). If the affected individual does not want to participate in this process then they shall notify their Department Head in writing at the time they bump into the modified position.

### **Recall**

- j) Recall of employees from layoff shall be made on the basis of seniority unless otherwise agreed between the Centre and the Union, into any vacant position for which the employee is able and qualified (as per the position's stated criteria) and needs no more than a regular orientation period in order to perform the normal requirements of the job. Vacancies which can be filled under 9:02 (j) shall not be posted.

For clarity of this article there shall be deemed three (3) shifts in the Full Time Bargaining Unit – Days, Evenings, Nights – and all other shifts shall be included in these three as follows:

Days – Days, modified 6-10, mornings

Evenings – Evenings, modified evenings, Afternoons, modified afternoons

Nights – Nights

Part Time Bargaining Unit – 5:00-8:00 p.m., 4:00-8:00 p.m.

**Sundry**

- k) A ‘vacant position’ shall mean a position for which the posting process has not been completed.
- l) Employees on layoff are not entitled to benefit coverage while on layoff.
- m) No new employees shall be hired until all employees on layoff, who are qualified and able to perform the available work, have been offered an opportunity to return to work and failed to do so, in accordance with paragraph j) of this article.
- n) Nothing in this article requires the Employer to fill either a permanent or temporary vacancy.
- o) Where an employee resigns effective within 30 days after receiving notice of layoff pursuant to Article 9, that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks regular salary for each year of continuous service to a maximum of 16 weeks regular salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- p) Where an employee resigns effective later than 30 days after receiving notice of layoff pursuant to Article 9, that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks regular salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- q) At the time of issuing notice of permanent layoff pursuant to Article 9 in any classification(s), the Employer will offer early retirement allowance to a sufficient number of employees eligible for early retirement under the Employer’s pension plan, to the extent that the maximum number of employees in either full time or part time status who elect early retirement is equivalent to the net reduction of positions in that classification.
- r) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks regular salary for each year of service, to a maximum ceiling of 26 weeks regular salary.

**Notes**

Right of recall for 24 months (currently in Article 9:05 g).

Recall notification and employee obligations are currently in Article 9:05 c).

9:03 It is agreed that for the purpose of this Article the Departments shall be as follows:

1. Residential Life (including Programming, RPN, Volunteer Coordinator, Toy Librarian, Sims, Vos, Whaley staff)
2. Plant Operations (including custodial staff, laundry and housekeeping, sewing/receiver plant maintenance, driver-maintenance, maintenance/seating, and janitorial).
3. Community Living

9:04 (a) Employees temporarily transferred from one department to another shall continue to accumulate seniority in the department from which they were transferred and employees permanently transferred from one department to another shall take with them into the department to which they are permanently transferred their accumulated seniority in the department from which they were transferred.

(b) An employee whose status is changed from full time to part time shall obtain his/her part time seniority converted on the basis of one year of full time seniority equaling 1500 hours of part time seniority.

(c) An employee whose status is changed from part time to full time shall obtain his/her full time seniority converted on the basis of one year of full time seniority equaling 1500 hours of part time seniority.

(d) When a transfer is made from full time to part time or vice versa only the accumulated seniority of the employee, as it exists immediately before the transfer, shall be considered.

9:05 An employee shall lose all seniority and his or her employment shall be conclusively deemed to have been terminated for any of the following causes:

- (a) voluntary termination of employment.
- (b) discharge for cause not reversed under the grievance procedure of this Agreement.
- (c) failure to return to work within seven days of the mailing of a registered letter containing a request to return to work after a layoff addressed to the employee at his or her address as shown on the Employer's records; the Employer may extend such period of seven days if, in the opinion of the

Employer, the employee has given satisfactory reason for his or her failure to return to work.

- (d) absence from work for three consecutive regular working days unless such absence is caused by reasons beyond the control of the employee. (This provision shall not be construed so as to mean a shorter absence may not in appropriate circumstances be reason for loss of seniority and/or employment).
- (e) failure to return to work without reasonable excuse at the expiration of a leave of absence.
- (f) acceptance of other regular employment while on leave of absence unless such leave was granted for that purpose.
- (g) if an employee is laid off and has not been recalled to work within twenty four (24) consecutive months of layoff.

- 9:06
- (a) An employee who transfers out of the bargaining unit for a period of six months or less will continue to accumulate bargaining unit seniority for the entire period of employment outside the bargaining unit.
  - (b) Any employee who transfers out of the bargaining unit for a period in excess of 6 months, will not continue to accumulate seniority in the bargaining unit past the 6 month period except for vacation entitlement and wage progression, however all seniority accumulated from employment in the bargaining unit will be retained.
  - (c) An employee who transfers out of the bargaining unit for a period in excess of 12 months will lose all seniority in the bargaining unit, except for vacation entitlement and wage progression.
  - (d) An employee who has transferred into the bargaining unit from any position which is outside the bargaining unit shall have seniority recognized as of the date of entrance into the bargaining unit, except for vacation entitlement and wage progression.

9:07 Employees shall notify the Employer of any change of address either by registered mail or in person at the office of the Employer.

9:08 The Employer shall post up and supply departmentally full time and part time seniority lists to the Union at the commencement of the term of this Agreement and every six months thereafter specifically April and October as of the last pay period of March and September. If the position of an employee on a seniority list is not challenged within thirty calendar days from the date of its posting, such list shall be final and not subject to complaint.

9:09 Employees shall properly and with reasons notify the Employer as soon as possible of: (a) all anticipated and unanticipated absences; (b) intention to return to work after notice of recall; and (c) inability to return to work after the expiration of a leave of absence.

9:10 Full-time only

Employees shall be probationary until they have been continuously employed by the Employer for a period of sixty (60) calendar days. The probationary period may be extended. The Union will not unreasonably withhold agreement to such extension of the probationary period and any extension will be agreed to in writing by the employee, the Union and the Employer. If an employee is retained for the employee's aforementioned probationary period, his or her name shall be placed on a seniority list and his or her seniority shall be based on the date he or she was last hired by the Employer.

## **ARTICLE 10 – TRANSFERS**

10:01 When an employee requests and is permitted by the Employer to transfer from one department to another or to transfer within the same department or if an employee in the Resident Care Department is reclassified to a higher level, the employee shall be paid at the appropriate rate of pay of the classification in the department to which the employee has transferred according to the employee's seniority.

10:02 An employee who is temporarily transferred by the Employer to a lower rated job classification shall continue to receive the pay rate that employee was receiving at the time of the transfer and shall be eligible for any wage scale increments which may fall during such a period of temporary transfer.

10:03 An employee who is temporarily transferred by the Employer to a higher rated job classification within the bargaining unit than the employee's regular job, such employee shall receive the rate of the higher paid job based on such employee's seniority.

10:04 When an employee requests and is permitted by the Employer to transfer from one department to another or in the same department to a new position, where a rate of pay has not been agreed upon by the Employer and the Union, the employee shall receive his/her rate of pay before the transfer and according to seniority and thereafter until a rate is agreed upon.

## **ARTICLE 11 – LEAVES OF ABSENCE**

11:01 The Employer shall grant leaves of absence without pay limited to twelve (12) months for any one leave, for sickness and/or injury which is not covered by The

Workplace Safety and Insurance Board or by an employee's accumulated sick leave credits (under Article 18). The Employer, in its discretion, may extend the leave of absence for a longer period of time. The Employer shall not exercise its discretion unreasonably. The Employer may require proof of sickness and/or injury for which leave of absence is requested.

- 11:02 (a) Provided it does not interfere with the efficient operation of the Centre, the Employer may grant personal leaves of absence in accordance with the Employment Standards Act of Ontario.

Maternity and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

(b) Pregnancy Leave

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

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

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

The employee shall give at least four (4) weeks notice of her intention to return to work. The employee, may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, and furnishing the Employer with a medical certificate, satisfactory to the Employer, stating that she is able to resume her work.

Additional leave of absence may be taken under Article 11:02 (c) Parental Leave.

Notwithstanding the above, an employee must complete 12 months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance benefit. Subsequent to this qualification, an employee on maternity leave who is in receipt of Employment Insurance maternity leave benefits shall be paid a supplemental Employment Insurance benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

During the period of leave, the Employer shall continue to pay the Employer's portion of the hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 11:02 (c) of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan (57 (13) (i) of the EI Regulations).

(c) Parental Leave

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

A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue their share of the premiums. Said employee contributions shall be due on the dates prescribed by the Employer at the commencement of the leave.

Notwithstanding the above, an employee must complete 12 months of continuous service prior to the adoption of a child to be paid a supplemental Employment Insurance benefit. Subsequent to this qualification, an employee on Parental leave, for purposes of having adopted a child, and who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance benefit. That benefit will be equivalent to the difference between eighty percent (80%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any others. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan (57 (13) (i) of the EI Regulations).

11:03 Full-time only

An employee's seniority shall continue to accumulate during a leave of absence granted under Sections 11:01 and 11:02.

11:04 Bereavement Leave (Full-time only)

- a) Bereavement leave of absence shall be granted to an employee for four (4) consecutive working days with pay in conjunction with the day of the funeral, upon application to the Employer in the event of the death of the employee's: parent, step-parents, spouse of record, child, step-child, brother, or sister.
- b) Bereavement leave of absence shall be granted to an employee for three (3) consecutive working days with pay in conjunction with the day of the funeral, upon application to the Employer in the event of the death of the



employee's: grandparent, grandchild, father-in-law, mother-in-law, brother-in-law or sister-in-law.

- c) A leave of absence of one (1) day with pay shall be granted to an employee upon application for the purposes of attending a funeral of an aunt, uncle, or spouse's grandparent.
- d) "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse for the purposes of bereavement leave will also include a partner of the same sex.
- e) It shall be the responsibility of the employee to notify the Employer as soon as possible following any such bereavement for which a leave is requested.

11:05 In the event that for reasons beyond the employee's control he or she is unable to request a leave of absence in sufficient time to obtain such leave of absence in writing prior to the commencement of the requested leave of absence, the employee shall as promptly as practicable request such leave of absence either by telephone, fax or in person and the Executive Director or his or her delegate shall grant such leaves of absence as such employee is entitled to and may grant such other leaves of absence as the Employer may decide provided always that such requests are made as promptly as the circumstances permit.

11:06 **Education Leave/In-Service Courses**

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Time spent by an employee in the attendance at short courses, workshops, or seminars (e.g. C.P.R. courses) if required by the Centre and directly related to the employee's employment at the Centre, shall be deemed to be work hours as set out in Article 13 – Hours of Work and remunerated accordingly. It is understood and agreed that no overtime payment will be incurred by the Employer for any time spent by an employee on any Education Leave or In-Service Courses.

**In-Service Programme**

- (a) Both the Centre and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Centre will provide, where it deems

necessary, programmes related to the requirements of the Centre. Available programmes will be publicized.

- (b) When an employee is on duty and authorized to attend any in-service programmes within the Centre during their regularly scheduled working hours, they shall suffer no loss of pay. When an employee is required to attend courses outside their regularly scheduled working hours, they shall be paid at their regular straight time rate of pay.
- (c) If a scheduled in-service conflicts with an employee's day off, such employee may request a re-scheduling of their attendance at the in-service if they do so within seven (7) calendar days of the in-service schedule being posted and there is an acceptable alternative in-service available.
- (d) If the employee is unable to attend training provided by the Employer prior to the expiration of certification then the employee must complete the training on their own time and may be precluded from working in the interim. Course fee must be pre-approved by the Employer in order to receive reimbursement.

11:07 **Union Leave of Absence (Full-time only)**

Any employee who is elected or appointed to full time office in the Union, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to one (1) year. Said employee will be required to provide notice of at least one (1) month prior to the commencement of said leave of absence. The employee agrees to notify the Employer of the employee's intention to return to work at least one (1) month prior to the end of the period for which leave was granted.

During this leave of absence, the employee's salary and benefits shall be maintained by the Centre. The Union agrees to reimburse the Centre monthly in the amount of the full cost of such salary and benefits upon invoice by the Centre.

Employees on leave of absence under this Article shall continue to accrue seniority but not service for purposes of vacation entitlement, wages, and benefits.

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.

11:08 **Paid Education Leave**

The Employer agrees to pay into a special fund \$ 500 per year for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions.

The monies to be paid on an annual basis into a trust fund established by the National Union, CAW and sent by the Employer to the following address:

CAW Paid Education Leave Program  
CAW-CANADA  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for class time, plus travel time where necessary. Employees on said leave of absence will continue to accrue seniority and benefits during such leave. Said leaves are subject to the Employer's approval, which shall not unreasonably be withheld.

## **ARTICLE 12 – COURT ATTENDANCE**

### 12:01 Full-time only

If an employee is required to serve as a juror in any court of law or required by subpoena to attend a court of law, or required to attend at a coroner's inquest, provided that such employee, his or her spouse, child or parent is not a party to the proceedings, he or she shall not lose his or her regular pay because of attendance provided that he or she:

- i) notifies the Employer immediately upon his or her notification that he or she will be required to attend court;
- ii) presents proof of service requiring his or her attendance; and
- iii) promptly repays the amount (other than expenses) paid to him or her for such service or attendance to the Employer.

## **ARTICLE 13 – HOURS OF WORK**

### 13:01 (a) Full-time only

The normal hours of work shall be thirty-seven and one-half (37½) hours per week to be performed seven and one-half (7½) hours per day. The hours mentioned in this section shall be exclusive of time allowed by the Employer for meals, which allowance time shall be at least thirty minutes in each normal day.

- (b) When the Employer does pay for the thirty (30) minute lunch break the employee will receive compensation at regular wages and this payment does not attract any further premium, vacation pay, pension, paid holiday,

seniority, etc. As these are not considered hours worked the paid lunch break does not count towards probationary period, etc.

To be clear, it is not counted towards:

Vacation, life insurance, long term disability, public holiday, overtime, sick benefits, WSIB, shift premium, group home premium, compassionate leave, union leave, seniority, or any other purpose. The exception being attendance at labour negotiations should they otherwise have received a paid lunch on their regular shift.

Note: The parties agree to paid lunches for all existing group homes including those located at Kingsway Drive. The Employer is not proposing paid lunches for any programs within the main building at Kingsway Drive.

- 13:02 (a) Authorized work performed in excess of seven and one-half (7½) hours work in a day or one hundred and twelve and one-half (112½) hours in a three (3) week period shall be considered overtime and shall be paid at the rate of time and one-half the basic straight time hourly rate of pay.
- (b) Notwithstanding the foregoing, if a special schedule is agreed by the Centre and the Union, in writing, the overtime payment provisions may be varied.
- (c) Overtime premium will not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement.

13:03 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Alternatively, an employee may choose to receive time off in lieu of the appropriate overtime rate. No employee may have more than ten (10) overtime hours (15 equivalent hours off) accumulated at any given time. However, such time off must be taken within sixty (60) calendar days of the occurrence of the overtime at a mutually agreeable time, or the accumulated time off shall be paid out on the next regular pay.

**Note:** For clarification purposes it is agreed the correct application of this language excludes the accumulation of time spent in staff meetings and/or training inservices, or any other purpose other than working overtime.

13:04 Employees will be allowed two fifteen minute rest periods, inclusive of the time involved leaving and returning to work station, in each 7½ hours shift without reduction of pay and without increasing their regular working hours. The Employer will arrange the time of such rest periods so that each one will fall in each half shift but such rest periods may vary in order to provide adequate staff at all times.

- 13:05 It is understood that an employee may be required to work no more than seven days continuously.
- 13:06 Full-time only  
There shall be a minimum of twelve (12) hours off when changing shifts. No employee coming off night shifts shall be scheduled for work within twenty-four hours and provided further that such twenty-four hours shall not be classed as a day off.
- 13:07 Full-time only  
An employee who is called into work as a replacement for an absent employee will be paid for a full shift provided that such employee commences work at the time such employee agreed to commence work at the time the employee was called into work.
- 13:08 Full-time only
- a) Work schedules for full time employees shall be posted at least six weeks in advance and remain posted for the duration of the schedule unless the Employer and employee mutually agree upon a change. Such schedules will be on a three week about basis.
  - b) Requests for exchange of days off as between employees will be made in writing and co-signed by the employees at least one (1) week in advance of the current work schedule and shall be approved by the Employer, which approval will not be denied unreasonably, subject to the efficient operation of the Centre. Such mutual exchanges shall not result in overtime payment.
- 13:09 Full-time only  
Full time employees shall continue to have the opportunity to work permanent preferred shifts of work and to make application for any vacant shift postings.
- 13:10 Full-time only  
The Employer will provide a full time employee with every other weekend off.
- 13:11 Those employees working the shift where the change from daylight to standard time or vice-versa occurs, shall be paid straight time for the exact number of hours worked. The employee working the extra hour will receive the applicable overtime rate.
- 13:12 Either party may request a meeting for the purpose of discussing the scheduling procedure in effect.

## **ARTICLE 14 – CALL IN PAY, REPORTING PAY**

### 14:01 Full-time only

If an employee is called in to work at any time other than his/her posted schedule, such employee shall be guaranteed at least three (3) hours of work or pay in lieu of work calculated at one and one-half times his/her regular rate of pay.

14:02 When an employee reports for work at his/her assigned starting time without being notified in advance by the Employer not to report to work at said time, then the employee shall receive work or pay in lieu of work for four (4) hours during that day.

### 14:03 Standby Pay (Full-time only)

An employee in the full time bargaining unit who is required to remain available for duty on standby outside the working hours for that particular employee shall receive standby pay in the amount of \$2.10 per hour for all scheduled hours on standby. Standby pay shall not be payable after the employee commences work subsequent to being called in.

## **ARTICLE 15 – WAGES AND JOB CLASSIFICATIONS**

15:01 The classifications and the rates of pay for each classification shall be those as set out in the attached schedules hereto and marked as “A” and “B”.

15:02 (a) In the event that the Employer should establish a new job classification, the Employer and the Union shall agree on an appropriate rate of pay for such new classification within and commensurate with the rate structure established by this Agreement. In the event of failure to agree on a rate within two weeks of a request by the Employer to the Union to reach such an agreement, the Employer shall set a rate and an employee assigned to such classification shall perform the work required at such rate and he or she may, or the Union may require the rate to be finally determined by means of the grievance procedure commencing at Step 2.

(b) The Employer will issue to the Chairperson of the Union Committee all updated/revised bargaining unit job descriptions.

15:03 If in the opinion of the Employer a new employee has by reason of previous experience sufficient skill, the Employer may at any time up to the end of the probationary period give such employee credit for such previous experience up to but not exceeding the length of such experience and thereafter such employee shall for the purpose of rates of pay be deemed to have been employed for the time of the employee’s employment with the Employer plus the amount of such experience for which credit has been given.

## **ARTICLE 16 – PAID HOLIDAYS**

### 16:01 Full-time only

Every employee regularly working thirty-seven and one-half (37 ½) hours per week shall be paid at straight time for each of the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday

Should the Centre be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Centre shall be established as the legislated holiday after discussion with the Union, so that the Centre's obligation to provide for twelve (12) paid holidays remains unchanged.

### 16:02 Full-time only

If an employee is required to work on any of the aforementioned holidays, the employee will receive either (a) 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; (b) 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 either thirty days before or thirty days following the holiday by mutual agreement between the Employer and the employee.

The choice between options (a) and (b) shall be that of the employee. It shall be the responsibility of the employee to notify his/her immediate Supervisor of the choice of option (a) or (b). Failing such notification by the employee, option (a) will be implemented.

### 16:03 Full-time only

No employee shall be entitled to holiday pay or entitled to time off as provided in Articles 16:01 or 16:02 until he or she has worked his or her last scheduled shift before the holiday and his/her first scheduled shift after such holiday in question. The terms of this clause may be waived in circumstances of an employee's absence caused by illness or other reasonable cause in the discretion of the Employer which will not be unreasonably applied.

### 16:04 (a) Full-time only

In the event that a holiday mentioned in Article 16:01 falls within an employee's vacation period he or she will be granted a day off with pay at his or her straight time rate in lieu thereof, which day off will be added to the employee's vacation period unless the Employer and the employee agree that such day will be taken at another time.

- (b) Full-time only  
In the event that a holiday mentioned in Article 16:01 falls upon an employee's day off, he or she will be granted a day off with pay at his or her straight time rate in lieu thereof. Such day off is to be scheduled within thirty days before or thirty days following such holiday.
- 16:05 (a) Full-time only  
No statutory holiday other than Christmas, New Year's Day and Boxing Day will be arbitrarily posted.
- (b) Full-time only  
Provided it does not interfere with the efficient operation of the Centre by written request to an employee's immediate Supervisor one week prior to the posting of a new schedule, an employee may request an earned statutory holiday be scheduled for such employee.
- (c) Full-time only  
Provided it does not interfere with the efficient operation of the Centre, a statutory holiday can be used in the event of a personal emergency. Such request must be made to the employee's immediate Supervisor.
- (d) Full-time only  
It is agreed that schedules shall be arranged so that no employee shall be required to work on both Christmas Day and the following New Year's Day and that an employee may be required to alternate so that if they are required to work Christmas Day one year, they may not be required to work Christmas Day the next year.
- (e) Full-time only  
Provided it does not interfere with the efficient operation of the Centre, by written request to an employee's immediate Supervisor, one week prior to the posting of a new schedule, an employee may request for that employee, the scheduling of two (2) earned statutory holidays. Such holidays will have been earned within thirty (30) days before or thirty (30) days following the requested scheduled days. For the purposes of Article 16:05 (b) the scheduling of these two (2) earned statutory holidays on consecutive work days or work days interrupted by days off, will not be considered an accumulation.

## **ARTICLE 17 – VACATIONS WITH PAY**

- 17:01 Full-time only  
Every employee who is in the employ of the Employer on the 30<sup>th</sup> day of June and has been in the continuous employ of the Employer for less than 12 months shall



be entitled to a vacation pay allowance of four percent (4%) of his or her earnings from the Employer from the preceding first day of July to the 30<sup>th</sup> day of June.

17:02 Full-time only

Every employee who has been in the employ of the Employer continuously for more than one year but less than seven (7) years as of the 30<sup>th</sup> day of June in any year shall be entitled to an annual vacation of three weeks with a vacation pay allowance of six percent (6%) of his or her earnings from the Employer from the preceding 1<sup>st</sup> day of July to the 30<sup>th</sup> of June. In addition, these employees shall be entitled to a vacation bonus in the amount of one hundred dollars (\$100), in accordance with Article 17:08

17:03 Full-time only

Every employee who has been in the employ of the Employer continuously for more than seven (7) years but less than fourteen (14) years as of the 30<sup>th</sup> day of June in any year shall be entitled to an annual vacation of four (4) weeks with a vacation pay allowance of eight percent (8%) of his or her earnings from the Employer from the preceding 1<sup>st</sup> day of July to the 30<sup>th</sup> of June. In addition, these employees shall be entitled to a vacation bonus in the amount of two hundred dollars (\$200), in accordance with Article 17:08.

17:04 Full-time only

Every employee who has been in the employ of the Employer continuously for more than fourteen (14) years but less than twenty-two (22) years as of the 30<sup>th</sup> day of June in any year shall be entitled to an annual vacation of five (5) weeks with a vacation pay allowance of ten percent (10%) of his or her earnings from the Employer from the preceding 1<sup>st</sup> day of July to the 30<sup>th</sup> of June. In addition, these employees shall be entitled to a vacation bonus in the amount of three hundred dollars (\$300), in accordance with Article 17:08.

17:05 Full-time only

All employees who have completed twenty-two (22) or more years of continuous service with the Employer as of the date of determining vacation entitlement, shall be entitled to an annual vacation of six (6) weeks with a vacation pay allowance of twelve percent (12%) of his or her earnings from the Employer from the preceding 1<sup>st</sup> day of July to June 30<sup>th</sup>. In addition, these employees shall be entitled to a vacation bonus in the amount of four hundred dollars (\$400), in accordance with Article 17:08.

17:06 Full-time only

All employees who have completed twenty-nine (29) or more years of continuous service with the Employer as of the date of determining vacation entitlement shall be entitled to an annual vacation of seven (7) weeks with a vacation pay allowance of fourteen percent (14%) of his or her earnings from the Employer from the preceding 1<sup>st</sup> day of July to June 30<sup>th</sup>. In addition, these employees shall

be entitled to a vacation bonus in the amount of five hundred dollars (\$500), in accordance with Article 17:08.

17:07 Full-time only

In the event that the employment of an employee terminates, the employee shall be entitled to receive his or her vacation pay allowance calculated as a percentage of his or her earnings from the Employer from the preceding 1<sup>st</sup> day of July to the date of termination. The percentage to be used shall be the percentage he or she would have received had his or her employment continued until the next 30<sup>th</sup> day of June.

17:08 Full-time only

Employees shall be entitled to receive a vacation bonus on the first regular pay period following July 1<sup>st</sup>. This bonus shall be paid to all employees at work as of each July 1<sup>st</sup>, which will include staff on pregnancy/parental leave and short term disability.

17:09 (a) Full-time only

In normal circumstances, vacations will not be granted during the period from December 20<sup>th</sup> to January 5<sup>th</sup>. Requests for individual vacation days may be submitted.

(b) Full-time only

All requests for vacation normally will be submitted to the immediate supervisor by March 15<sup>th</sup>, and a list of vacations granted will be posted by April 15<sup>th</sup>. Requests submitted after March 15<sup>th</sup>, will be granted, subject to the efficient operation of the Centre, on a first come first serve basis. If no request for vacation has been submitted by September 1<sup>st</sup>, the employee's vacation will be scheduled and the amended vacation schedule posted by September 15<sup>th</sup>.

Full time employees may carry up to three (3) unscheduled vacation days beyond September 1<sup>st</sup>. Such days to be used prior to March 31<sup>st</sup>.

(c) Full-time only

In accordance with the provisions of (b), and subject to the efficient operation of the Centre, vacation requests will be granted on a seniority basis, except with respect to Resident Care Aides they will be granted on a seniority basis by shift.

(d) Full-time only

Changes in vacation schedules will only be granted provided it does not interfere with the efficient operation of the Centre and other vacations already granted.

- (e) Full-time only  
Vacations are to be taken for a period of not less than five (5) vacation days. However, up to ten vacation days can be taken as individual days off (subject to minimum legislated guidelines) where written request is provided to an employee's immediate Supervisor one week prior to the posting of a new schedule. A request for individual vacation days will be granted provided it does not interfere with the efficient operation of the Centre and does not deny a request for a particular vacation time of 5 days or more by another employee, whether senior or junior to the employee.
- (f) Full-time only  
Employees will receive their vacation pay in advance at the time of taking their vacation.
- (g) Full-time only  
All vacation entitlement must be taken by March 31<sup>st</sup> except, subject to the efficient operation of the Centre, an employee may request to carry over into the next year, up to one week vacation on written request submitted by September 1<sup>st</sup> of that vacation year.
- (h) Full-time only  
With any payment of vacation earnings, the Employer will provide an employee with a statement of earnings and deductions.

With any payment which combines vacation and regular earnings, the Employer will provide an employee with a statement of earnings and deductions.

Annually, the Employer will provide an employee with a statement of total vacation pay entitlement, as well as the gross earnings and percentage used to determine such entitlement.

Clarification of any statement of earnings and deductions will be provided by the Employer on request.

- 17:10 (a) Where an employee's scheduled vacation is interrupted due to serious illness under full medical certification satisfactory to the Employer, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness under full medical certification satisfactory to the Employer, which commenced during the scheduled vacation period, the period of such illness shall be considered sick leave.

## **ARTICLE 18 – SICK LEAVE**

18:01 Full-time only

Effective April 1, 1991 **the present sick leave plan will be discontinued and** the Employer will assume the total responsibility for providing and funding the sick pay benefit portion of the Hospitals of Ontario Disability Income Plan (HOODIP) in accordance with the plan's terms and conditions.

18:02 Full-time only

Effective April 1, 1991 the Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the Long Term Disability benefit portion of the plan (HOODIP), or an equivalent plan with the employee paying the balance of the billed premium through payroll deduction.

18:03 Full-time only

The Employer further agrees to pay employees an amount equal to any loss of benefits under (HOODIP) for the first two days of the fourth and subsequent period of absence in any calendar year.

18:04 Full-time only

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one complete pay period (not including the pay period in which the illness or injury occurred) may apply to the Centre for payment equivalent to the lesser of:

- a) the benefit he/she would receive from the Workplace Safety and Insurance Board if his/her claim was approved, or
- b) the benefit to which he/she would be entitled to under the short term sick portion of the disability income plan (HOODIP or equivalent plan).

Payment will be provided only if the employee provides evidence of disability satisfactory to the Centre and a written undertaking satisfactory to the Centre that any payments will be refunded to the Centre following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

18:05 Full-time only

An employee who is off work due to illness or injury shall co-operate in his or her early and safe return to work by,

- i) contacting the Centre as soon as possible after the injury or illness occurs and maintaining communication throughout the period of his or her recovery and impairment;
- ii) assisting the Centre, as may be required or requested, to identify suitable employment that is available and consistent with the employee's functional abilities and that, when possible, restores his or her pre-injury earnings;
- iii) giving the Centre such information as the Centre may request concerning the employee's return to work; and

Sick leave may only be used in the case of absence from work due to illness or injury not covered by Workers' Insurance and when such sick leave is claimed the employee may be required to furnish proof of illness by a medical certificate, and if it is not so furnished the employee will not be entitled to sick leave pay, and further the Centre may also take such disciplinary action as may be deemed necessary.

## **ARTICLE 19 – EMPLOYEE BENEFITS**

### 19:01 Full-time only

The Employer agrees to contribute on behalf of each eligible employee covered by the Collective Agreement one hundred percent (100%) of the billed premium under an Extended Health Care Plan (non-deductible) and includes a vision care rider providing \$200.00 coverage (**\$250 effective April 1, 2011**) every twenty-four (24) months, the full cost of eye examinations to a maximum of \$ 100.00 once every twenty four (24) months, and a hearing aid rider to a maximum of \$ 500.00 (**\$750 effective April 1, 2011**), subject to the terms and conditions of such plan and subject to the carrier's requirements as to the minimum enrolment. Generic drugs are to be substituted when available except when contraindicated by the physician.

### 19:02 Full-time only

The Employer agrees to pay 100% of the billed premium of the Group Life Insurance Plan for all Full time employees eligible under the Plan.

Such insurance coverage is to be equal to twice the annual salary of the employee.

### 19:03 Full-time only

The Dental Care Plan (Mutual Life of Canada as Plan #1 based on 100% current O.D.A. rates) shall continue. The Employer agrees to pay 50% of the premium for such plan for each eligible employee and each eligible employee shall pay 50% of such premium. The dental plan maximum is \$1,500.00 total coverage.

### 19:04 (a) Full-time only

Where an employee is absent on paid sick leave or where an employee is absent due to a compensable injury or disability, the Centre shall continue to pay its share of the premiums for coverage under the employee benefits plans in which the employee is participating for the duration of the employee's absence, provided that the employee pays to the Centre the employee's share of the premium (where required under the Collective Agreement) prior to the due date of the premium. Benefit coverage may be continued only if there is provision to do so under the terms and conditions of each plan.

- (b) (i) Full-time only  
Where an employee is absent on an unpaid leave of absence (other than as the result of a compensable injury or disability) the Centre will continue to pay its share of the premiums for coverage under the employee benefit plans in which the employee is participating for the first three (3) months of absence provided that the employee agrees to pay to the Centre the employee's share of the premium costs (where required under the Collective Agreement) prior to the due date of the premium. Benefit coverage may be continued only if there is provision to do so under the terms and conditions of each plan.
- (ii) Full-time only  
Where an employee is absent on an unpaid leave of absence (other than as a result of a compensable injury or disability) in excess of three (3) continuous calendar months, the employee will become responsible for the full payment of the premiums to the employee benefit plans in which the employee is participating for the period of the absence which exceeds three (3) continuous calendar months. The employee may arrange with the Centre to continue benefit coverage under any or all of these plans by paying the total cost of the premium for each plan to the Centre prior to the date of which payment is due under each plan. Benefit coverage may be continued only if there is provision to do so under the terms and conditions of each plan.

19:05 **NURSING HOME & RELATED INDUSTRIES PENSION PLAN**

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

"Applicable Wages" means the basic straight time wages for all hours worked including:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and

iii) vacation pay.

All other payments, premiums, allowances etc. are excluded.

"Eligible Employees" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- .02 Each eligible employee covered by this collective agreement shall contribute from each pay period an amount equal to (5%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being (5%) of applicable wages.

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

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

Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 19:05.02 will be added to the employee's wages.

- .03 The employee and employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of the benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be interpreted or changed so that the Employer's obligation to contribute to the Plan exceeds the amounts specified in the collective agreement then in force, the parties will meet

directly to finalize methods to relieve the Employer of this increased obligation.

- .05 The Employer agrees to provide to the Administrator of the Plan on a timely basis all the information required to the Pension Benefits Act, R.S.O. 1990, Ch. P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or other wise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and the Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants or auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on the enrolment of an employee with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee by Article 19:05.05 of the agreement are:

1. To be provided once only at Plan Commencement:

Date of Hire  
Date of Birth  
Date of First Remittance  
Seniority List (for purposes of calculations of past service credits).

2. To be provided with each Remittance

Name  
Social Insurance Number  
Monthly Remittance  
Pensionable Earnings

3. To be provided once, and if status changes



Address to be provided to the Home  
Termination date when applicable.

4. To be provided once and if they are readily available

Gender  
Marital Status

19:06 Full-time only

The Employer may at any time substitute another carrier for any plan (other than O.H.I.P.) provided that the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and the Employer shall provide to the Union full specifications of the benefits program contracted for and in effect for the employees covered herein.

19:07 Full-time only

Amend all applicable benefit plans to cover dependants who are less than age 25 if in full-time attendance at post-secondary institutions or those unmarried dependants who are incapable of self-sustaining support because of a disability.

**ARTICLE 20 – UNION BULLETIN BOARDS**

20:01 The Employer shall provide bulletin board(s) 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 notices as may be of interest to the employees/union membership.

**ARTICLE 21 – JOB VACANCIES AND NEW JOBS**

21:01 a) In the event that there is a vacancy within the bargaining unit or a new job within the bargaining unit, the Employer agrees that it will post a notice of such vacancy or new job for a period of five (5) calendar days. Vacancies created by the filling of an initial vacancy within the bargaining unit shall be posted for a period of three (3) calendar days. Employees shall have the right to bid during such period for the posting for the vacancy or new job. Such notices shall be posted on a notice board with copies of the job postings forwarded to the Union's office.

21:01 b) Such vacancies or new jobs shall be filled on the basis of seniority subject to the provisions of Article 9. Full Time employees shall be considered first, then Part Time employees. This process will be reversed accordingly

for Part Time jobs. The Employer will post the name of the successful applicant on a job posting as soon as practical.

21:02

**Temporary Vacancies**

- a) In filling vacancies which are expected to exceed twelve (12) weeks the initial vacancy will be posted and filled as per articles 9:01, 21:01, and F (ii).
- b) The vacancy (if also expected to exceed 12 weeks) flowing from the filling of the initial vacancy shall also be posted and filled in the same manner.
- c) Vacancies which are not expected to exceed twelve (12) weeks will not be posted and may be filled at the discretion of the Centre.
- d) In filling such vacancies consideration shall be given to full-time employees (if full-time vacancy), then part-time employees from the same grouping of group homes, or department if not a group home, who have recorded their interest in writing with the Human Resources Department.
- e) If the vacancy is not filled in this manner then other members of the bargaining unit who have recorded their interest in writing with the Human Resources Department will be considered prior to considering persons not employed by the Centre.
- f) The written request shall become active as of the date that it is received in Human Resources and shall remain so until December 31 following. Where the vacancy is a part time position then the process shall remain the same except that part time employees shall be considered first as per the foregoing (substitute wording part time for full time and vice versa).
- g) Temporary Employees

In the event the employer hires externally to fill a temporary vacancy equal to or less than one (1) year, such external hire may be released and such release shall not be the subject of a grievance or arbitration. If the employee is a successful applicant for a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing their probationary period. The employee shall be credited with hours worked towards the probationary period to a maximum of 175 hours. For employees hired into a permanent full time position after being a temporary employee, they will be credited with a maximum 30 calendar days towards their probation period if they have at least 175 hours worked. Temporary employees will be compensated as a part time employee regardless of hours worked. The employer may request a reasonable extension to the aforementioned one (1) year time period which the Union will not unreasonably withhold agreement to. Any extension will be agreed to in writing by the Union and Employer. The parties agree that the use of a Temporary Employee for a specific task and/or term shall in no way be utilized to prevent the filling of the position in the normal course subject to Article 21 of the collective agreement.

## **ARTICLE 22 – MEDICAL EXAMINATIONS**

22:01 (a) It is confirmed that the Employer has the right to require medical examinations of the employees from time to time whether or not such examinations are required by law. Employees will present themselves for such examinations upon reasonable notice. It is understood that such examinations will be performed by a Doctor selected and paid by the Employer.

The employee shall be entitled to receive a copy of any medical report provided to the Employer as a consequence of such examination.

(b) **Medical Certificate**

An employee who is required by the Employer to have a medical examination and/or produce a Doctor's certificate shall be reimbursed by the Employer for such expense upon producing a proper receipt.

Note: Not applicable to pre-hiring medical documentation.

## **ARTICLE 23 – RETIREMENT**

23:01 Retirement age as determined by the Employer shall be in accordance with the Ontario Human Rights Code and/or other applicable legislation.

23:02 Employees retiring prior to the normal retirement date of age 65 shall provide to the Centre no less than six (6) months advance written notice of their retirement date.

In all other circumstances the Centre shall contact and discuss with the Employee their intentions regarding retirement on a periodic basis which shall be in no more than six (6) month intervals.

23:03 Notwithstanding anything else in this agreement, eligibility for pension, benefits and group insurance is only to the extent required by law and subject to the terms and conditions of the applicable plan(s) and/or master agreement(s) as the case may be.

## **ARTICLE 24 – STRIKES AND LOCKOUTS**

24:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in The Labour Relations Act, as amended.

## **ARTICLE 25 – UNIFORM ALLOWANCE**

### 25:01 Full-time only

The Employer will pay an annual allowance for uniforms to all employees in the bargaining unit who are required to wear uniforms and those employees who have the option of wearing uniforms on duty and do so, in the amount of \$80.00 per year payable during the first pay of January each year. Bathing suits shall also be considered as eligible for a forty (\$40.00) allowance for day and evening staff who regularly enter the pool on a bi-weekly basis. Effective April 1, 2007.

### 25:02 Upon termination of employment, for any reason, such an employee shall receive a pro rata payment of uniform allowance based on the formula of:

1 month equaling 1/12<sup>th</sup> of the full Uniform Allowance multiplied by the number of months worked.

It is also agreed that any day worked beyond the 15<sup>th</sup> day of any month shall constitute a full month for the purpose of computing the Uniform Allowance payable.

## **ARTICLE 26 – PREMIUMS**

### 26:01 Shift Premium

An employee will be paid a shift premium of fifty cents (\$.50) per hour effective April 1, 2007, for each hour worked when the majority of such hours falls within 1500 and 0800 hours the following day.

### 26:02 Weekend Premium

The Employer shall pay twenty cents (.20) per hour with respect to a weekend premium payable between the start of the shift commencing on or about 2400 hours Friday and the end of the shift ending on or about 2400 hours Sunday. Effective April 1, 2007. **This premium shall increase to thirty cents (.30) per hour effective the 1<sup>st</sup> pay period ending after April 1, 2010.**

## **ARTICLE 27 – JOB SECURITY**

### 27:01 The Employer shall not contract out work usually performed by members of this bargaining unit, if as a result of such contracting out a layoff of any employees, other than Part Time employees covered by Article F. ii) of this Appendix “A” follows. The contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, is not a breach of this provision.

27:02 The Employer undertakes to notify the Union in advance so far as practical, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effects if any upon employees concerned. Employees with one or more years of continuous service who are subject to layoffs under conditions referred to above, shall be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

## **ARTICLE 28 – RETROACTIVITY**

28:01 The wage increase shall be effective as and from the date specifically listed in Schedule “A” on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata 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) at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have 60 days from the notice from the Employer to claim from the Centre any adjustment to their remuneration entitlement only. The retroactive payments shall be made by separate cheques to the employees so entitled within 60 days from date of ratification or receipt of the Award.

## **ARTICLE 29 – DURATION**

29:01 This Agreement shall become effective on the 1<sup>st</sup> day of April, 2009 and shall continue in force until the 31<sup>st</sup> day of March, 2012, and thereafter from year to year unless amended.

29:02 Notice of desire to amend this Agreement shall be given by either party to the other in writing not more than 90 days prior to the expiry date and negotiations with respect thereto shall begin within fifteen days after filing notice of the aforesaid.

29:03 If pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Labour Relations Act, R.S.O. 1980, of the Province of Ontario, as amended, whichever should occur first.

## **ARTICLE 30 – WORKPLACE SAFETY**

30:01 The union agrees to take reasonable measures to obtain the full co-operation of its membership in the observation of all safety rules and practices.

### 30:02 **Health and Safety**

The Employer shall comply with the provisions of the current Occupational Health and Safety Act or as amended from time to time.

- a) The Employer and the Union agree that they mutually desire to maintain safety and health in the workplace in order to prevent accidents, injury and illness.
- b) Where an employee is hired, and/or transferred to a new position in accordance with the provisions of the collective agreement, the Employer will provide safety training relevant to the position that the employee has not previously taken. It is understood and agreed that this clause is relative to the ability of the employee to safely perform the duties of the position, once having been awarded the position, and in no way is to be interpreted as to mean the Employer must provide training for any posted position as part of the posting process nor any position where an employee should move through any other provision of the collective agreement.
- c) Recognizing the responsibilities under the Occupational Health and Safety Act as amended, the Employer agrees to accept a minimum of one (1) representative selected or appointed by the Union from amongst Bargaining Unit employees to be part of the joint Health and Safety Committee.
- d) Such Committee shall identify potential dangers and hazards, and recommend actions to be taken to improve conditions related to health and safety.
- e) The Employer will share necessary information with the Committee as required by law, and is available to the Employer.
- f) Meetings shall be held in accordance with the Occupational Health and Safety Act, or more frequently at the call of the chair, if necessary.
- g) The Union and the Employer agree to endeavour to obtain the full co-operation of their membership and employees, in the observation of all safety rules and practices.
- h) Where the Employer deems that protective devices are required, the Employer will provide them and maintain them in good working order.
- i) The Employer will allow those identified by legislation to accompany the inspector.

### 30:03 **Workplace and Sexual Harassment**

Sunbeam Residential Development Centre and CAW are committed to providing a harassment-free workplace. Harassment is defined as single or repeated incidents

involving vexatious words or actions that is known or ought reasonably be known to be unwelcome, and in relation to one of the prohibited grounds, as stated in the Ontario Human Rights Code. Particularly when these words or actions deny individual dignity and respect on the basis of such grounds as gender, disability, race, colour, sexual orientation, or other prohibited grounds.

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 may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment, but are not meant to cover all potential incidents:

- verbal abuse (name calling, insults, slurs, jokes or innuendoes) on any prohibited ground
- insulting actions directed at an individual's protected attributes (rude gestures, physical intimidation or assault, vandalism, practical jokes)
- refusal to associate or work with an individual because of their age, race, colour, creed or any other protected attribute
- sexist jokes
- unwelcome sexual flirtations, advances, proposals
- unwanted physical conduct such as touching, patting, pinching
- backlash or retaliation for the lodging of a complaint or participation in an investigation

Such comments or conduct includes that of or directed to a resident's family, and/or friends, or others present in the workplace.

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments or the assessment of discipline.

### Filing a Complaint

If an employee believes she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that should be taken to put a stop to it:

- request a stop to the unwanted behaviour;
- inform the individual(s) that is harassing or discriminating against you that the behaviour is unwanted or unwelcome;
- document the events, complete with times, dates, locations, witnesses and details;
- report the incident in writing to your immediate Supervisor with a copy to your Union Steward or Committee Person.

However it is understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisors or others. In this event, the victim may seek assistance by reporting the incident directly to the Director, Human Resources & Administrative Services, or delegate, with a copy to any union representative or committee person who will follow the above procedure.

It is understood that the Employer may reassign either the complainant or the accused to another work area. It is further understood the Employer may suspend the accused with pay pending further investigation, or send the complainant home without loss of pay if appropriate for a period no longer than the conclusion of the investigation.

#### Informal Resolution Process

Management representative(s) may discuss the allegations with the Complainant, the alleged offender and the Union Steward with a view to reaching a solution. This process provides the parties with an opportunity to resolve relatively straightforward complaints in an expeditious manner. If a resolution acceptable to both the Complainant and the Respondent is agreed upon, the issue will proceed no further. The Employer's report of the resolution, signed by both parties, will be kept in the alleged offender's personnel file with a copy to each party.

If no resolution is achieved, the Complainant may ask that the matter be formally investigated.

#### Frivolous Complaints

The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and is to be discouraged. Therefore, an employee has the right to claim and enforce their rights under this article without reprisal except in circumstances where the complaint is frivolous, vexatious or made in bad faith.

#### Formal Investigation Process

Only complaints where it is alleged that there has been harassment on a prohibited ground of discrimination as defined above will be formally investigated. An investigator, as appointed by the Employer, will carry out the investigations. The employer agrees to share with the Union results of the formal investigation.

The investigator shall:

- interview the Complainant and the alleged harasser as soon as possible
- interview any witnesses and review the pertinent documentation
- document the findings of the investigation.



### Resolution of Formal Investigation

If it is determined that harassment has occurred, disciplinary measures, as appropriate, will be taken. Such disciplinary measures may include, but are not limited to:

- oral reprimand
- written reprimand
- suspension without pay for a period of time
- termination
- demotion
- apology
- transfer – permanent or temporary
- counseling (sensitivity training)

Complaints of harassment must be filed no later than six (6) months following the incident(s) giving rise to the complaints. All parties involved in a complaint, including any witnesses, must maintain strict confidentiality throughout the process.

It is understood that the outcome of the investigation may be the subject matter of a grievance and that said grievance should be inserted into step two (2) of the grievance procedure for resolution.

### 30:04 **Violence in the Workplace**

The Union and Employer support the right of individuals to an environment free from violence. As such, measures and procedures shall be established to reduce the likelihood of such incidents in the workplace.

It is important to recognize that violence is a serious violation of one's human rights and, depending on the nature of the violent action, may result in criminal charges and/or other repercussions with respect to the rights and relationships with the Centre. Consequently it is important the rights of all parties to the situation are protected and the matter is fully investigated.

If you believe you have been or are the target of violent action then you are to immediately contact the acting supervisor/manager in the area and inform them very clearly of all that took place. This person will then take immediate measures to address the situation. It is expected that any and all witnesses to the incident will cooperate fully in any investigation, to include the provision of signed statements if requested.

An employee who is aware of an abusive situation shall report this immediately to their supervisor, or the on-call supervisor who will initiate an investigation into the situation. The employee is to document the events, complete with times, dates, locations, witnesses and details.

Definition of Violence

*Violence shall be defined as any incident in which an individual is abused, threatened, assaulted, or exposed to violence due to their relationship with the Centre. This includes the application of physical force, threats with or without weapons, and severe verbal abuse.*

30:05 **Women's Advocate**

The parties recognize that female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community with these and other issues.

For this reason the parties agree to recognize the role of a women's advocate in the workplace whose function shall be that of a referral agent for specialized resources and not a counsellor. With regard to workplace harassment or other workplace issues, the advocate will redirect the employee to the collective agreement and/or Centre policy. The Women's Advocate will be identified to Human Resources by the Union. The Advocate will make herself available to female employees as needed, and subject to the Employer's reasonable needs including the efficient operation of the Centre, to discuss problems with them and access local services and supports as required.

The name of the Advocate will be posted on the union bulletin board. The employer agrees to provide access to a private space (if available) so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Employer may designate a Woman's Advocate in addition to the Advocate appointed or elected by the Union and have them participate in the same training program.

The Woman's Advocate will participate in an initial forty (40) hour training program organized by the CAW.

**ARTICLE 31 – PRINTING OF THE COLLECTIVE AGREEMENT**

The Employer agrees to pay the full cost of the printing of the collective agreement and for the production of the agreement in booklet form. Copies shall be made available to all bargaining unit employees with an additional 20 copies to be supplied to CAW Local 1106.

Signed at Kitchener, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2010.

**Sunbeam Residential Development  
Centre**

**Canadian Auto Workers' Union  
Local 1106**

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## Wages

### SCHEDULE "A"

Effective 1<sup>st</sup> pay period ending after April 1, 2009  
Inclusive of Pay Equity

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Registered Practical Nurse	24.60	24.72	24.84	24.99
Resident Care Aide I, II, III, Program Assistant, M.R.C. II, Programmer/Kinesiologist, Driver-Maintenance/ Seating Maintenance, Maintenance Handyperson	19.51	19.60	19.69	19.80
Volunteer Co-ordinator, Toy Librarian, Sewer/Receiver	19.13	19.22	19.31	19.41
Custodian	18.89	18.98	19.07	19.17
Housekeeping Aide/ Laundry Aide	18.65	18.73	18.82	18.92

Group Home

\* 20 cents per hour premium.

## SCHEDULE "A"

Effective 1<sup>st</sup> pay period ending after April 1, 2010  
Inclusive of Pay Equity

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Registered Practical Nurse	25.20	25.32	25.44	25.59
Resident Care Aide I, II, III, Program Assistant, M.R.C. II, Programmer/Kinesiologist, Driver-Maintenance/ Seating Maintenance, Maintenance Handyperson	19.91	20.00	20.09	20.20
Volunteer Co-ordinator, Toy Librarian, Sewer/Receiver	19.53	19.62	19.71	19.81
Custodian	19.29	19.38	19.47	19.57
Housekeeping Aide/ Laundry Aide	19.05	19.13	19.22	19.32

Group Home

\* 20 cents per hour premium.

## SCHEDULE "A"

Effective 1<sup>st</sup> pay period ending after April 1, 2011  
Inclusive of Pay Equity

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Registered Practical Nurse	25.70	25.82	25.94	26.09
Resident Care Aide I, II, III, Program Assistant, M.R.C. II, Programmer/Kinesiologist, Driver-Maintenance/ Seating Maintenance, Maintenance Handyperson	20.21	20.30	20.39	20.50
Volunteer Co-ordinator, Toy Librarian, Sewer/Receiver	19.83	19.92	20.01	20.11
Custodian	19.59	19.68	19.77	19.87
Housekeeping Aide/ Laundry Aide	19.35	19.43	19.52	19.62

Group Home

\* 30 cents per hour premium.

**APPENDIX "A"**

**BETWEEN:**

**SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE**

**(Hereinafter called the "Employer")**

**OF THE FIRST PART**

**- and -**

**CANADIAN AUTO WORKER'S UNION,  
LOCAL 1106**

**(Hereinafter called the "Union")**

**OF THE SECOND PART**

**AND IN RELATION TO:**

**PART TIME BARGAINING UNIT EMPLOYEES**

- A.** The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Sunbeam Residential Development Centre in Kitchener, Ontario, regularly employed for not more than 24 hours per week and students employed during the school vacation period save and except Forepersons, Supervisors, persons above the rank of Foreperson or Supervisor, professional nursing staff, and office staff.

For purposes of clarity:

- i) the City of Kitchener now includes, by way of voluntary recognition, 521 Paradise Crescent and 325 Cornridge Place in the City of Waterloo and 122 Young Street in the Village of St. Jacobs; and
  - ii) students employed during the school vacation period does not include persons hired for summer employment other than those hired as regular staff, as per Appendix A, Article K of the collective agreement expiring March 31, 2003 between Sunbeam Residential Development Centre and C.A.W., Local 1106.
- B.** The provisions of the Full Time Bargaining Unit Employees Collective Agreement shall apply except for the following articles which do not apply to Part Time Bargaining Unit Employees:
- |      |       |
|------|-------|
| 2:02 | 13:09 |
| 9:10 | 13:10 |

11:03	14:01
11:04 (a)	14:03
11:07	16:01 – 16:05
12:01	17:01 – 17:09 (a-h)
13:01 (a)	18:01 – 18:05
13:06	19:01 – 19:04
13:07	19:06 – 19:07
13:08 (a)	25:01

## **C. SENIORITY**

- i) Employees shall be probationary until they have been continuously employed by the Employer for a period of 350 hours reporting in to work, excluding their orientation period (inclusive of 'buddy' shifts). The probationary period may be extended. The Union will not unreasonably withhold agreement to such extension of the probationary period and any extension will be agreed to in writing by the employee, the Union and the Employer. If an employee is retained for the employee's aforementioned probationary period, his or her name shall be placed on a seniority list and his or her seniority shall be based on the date he or she was last hired by the Employer.
- ii) It is agreed that for the purpose of layoffs, job postings and scheduling, date of hire shall be used to determine seniority. All other matters governed by seniority, except layoff, job postings and scheduling shall be according to the number of hours worked.
- iii) Students who are hired to work primarily during breaks in the school year shall be placed on a separate seniority list for purposes of job postings and scheduling.

## **D. JOB CLASSIFICATION DEFINITION**

### Casual Part-Time Employees

A casual part time employee shall be defined as an employee employed to provide relief or replacement and as such their hours are not predictable or pre-determined. Casual part time employees shall not form part of the regular part time employee pool.



## **E. LEAVES OF ABSENCE**

- i) Employee's accumulated seniority will be protected and reserved for return to work on Leaves of Absence referred to in Article 11:01 and 11:02 of the Full Time Bargaining Unit Employees Collective Agreement.
- ii) In the case of an employee qualifying for a paid leave of absence pursuant to Article 11:04 of the Full time Bargaining Unit Employees Collective Agreement, such employee must have been previously scheduled to work. In the event the employee is not scheduled for three shifts during this leave, and they have complied with Article 11:04 (b) of the full time agreement, then the Employer will compensate the employee for up to three shifts for which they were either scheduled or would have been called in within seven calendar days in conjunction with the day of the funeral. The hours paid are the hours that would have been worked. If within the 7 calendar days the employee is either scheduled for work or would have been called to a total of three shifts, then the compassionate leave ends and the employee is to return to work. In no event will the paid leave be granted in extent of the seven day period. Where the leave is for purposes of attending the funeral of a spouse's grandparent then the employee must have been previously scheduled to work.

- iii) Union Leave of Absence

An employee who is elected or appointed to full time office in the Union, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to one (1) year. Said employee will be required to provide notice of at least one (1) month prior to the commencement of said leave of absence. The employee agrees to notify the Employer of the employee's intention to return to work at least one (1) month prior to the end of the period for which leave was granted.

During this leave of absence, the employee's benefits shall be maintained by the Centre. The Union agrees to reimburse the Centre monthly in the amount of the full cost of such benefits upon invoice by the Centre.

Employees on leave of absence under this Article shall continue to accrue seniority but not service for purposes of vacation entitlement, wages and benefits.

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.

## **F. COURT ATTENDANCE**

An employee must be scheduled to work for Article 12:01 of the Full Time Bargaining Unit Employees' Collective Agreement to apply.

## **G. HOURS OF WORK**

- i) The regularly scheduled hours of work will not exceed twenty-four (24) hours per week, or when averaged out over the three (3) week schedule period, will not exceed seventy-two (72) hours.
- ii) Except for students hired for work during the school vacation period, employees shall be:
  - Available for work two weekends out of three, if required
  - Available for work between December 20<sup>th</sup> and January 5<sup>th</sup>, if required
  - Available for work a minimum of three (3) shifts per calendar week (Monday –Sunday) if required
  - The Employee will submit written notification of their availability for work on a Standard Form provided by the Employer which shall include the locations at which the employee can work two times a calendar year, on dates to be specified by the employer.
  - Employees may request to work full time hours during June, July and August, inclusive. In addition, no more than 2 weeks of vacation may be requested during the specified months.
  - Employees may also request to work full time hours between December 20<sup>th</sup> and January 5<sup>th</sup>.
  - The Employer may fill a temporary Full Time Bargaining Unit vacancy from among Part Time Bargaining Unit Employees providing Article 21 of the Full time Bargaining Unit Employees Collective Agreement is adhered to. The Part Time Employee may fill the temporary vacancy for a six month period which may be extended for up to an additional six months with the approval of the Employee filling the vacancy.

Vacancies which are the result of Maternity/Pregnancy and Parental Leaves of Absence, Education Leaves of Absence, and injuries compensated by the Workplace Safety and Insurance Board are exempted from the foregoing time limits. These vacancies, and the

postings flowing from them, may be posted and filled for the duration of the absence.

- iii) The Employer will continue to post a changeable schedule of work for employees as reasonable as possible, in accordance with F. Hours of Work ii) of this Appendix "A". Notification of schedule changes shall be the responsibility of the Employer when such changes are made during employees unscheduled hours of work.
- iv) Subject to the staffing requirements of the Employer and to the prior rights of the Full Time Bargaining Unit Employees, Part Time employees may commit to work the permanent 5:00-8:00 p.m. and/or 4:00-8:00 p.m. shifts through the posting procedure in accordance with Article 21:01 of the Collective Agreement. Any change in shift hours will be subject to prior discussion with the Union.
- v) Call Ins

The Employer shall maintain lists of employees for the purpose of call-ins which will be available for inspection by the Union. Said lists will be provided to group homes and shall be constructed in the following manner: Staff from that applicable grouping of homes first for call in then staff from other homes eligible to accept call in there. Employees shall be called in order of seniority, beginning with the most senior employee, until the staff shortage is filled.

Each call will be indicated on that part-time call-in sheet as to "accepted," "no answer," or "refused."

Succeeding call-ins will commence with the person listed below the last person to accept a call-in and so on, on a rotational basis. Overtime call ins will be handled in the same fashion.

"No answer" and "refused" shall be counted as "accepted" for the purpose of call-in rotation. If an employee has an answering machine the call will still be indicated as "no answer." The employee may respond to the message left but the shift will not be held awaiting a response.

The **caller** shall bypass an employee on the list who would be eligible for overtime premium if called in to work until all employees are eligible for overtime premium.

Many part-time staff have regularly scheduled shifts. Their first commitment is to those shifts. They are not allowed to give away those regular shifts to accept another call in shift unless it is necessary to prevent overtime on said shift, or it is short notice (less than twelve hours) to fill the shift.

Should there be an indication that the replacement required will be for an extended period of time, keeping in mind the continuity of care, shifts will be offered one shift at a time to available part-time staff members to the end of the current schedule period in the grouping as per the above call in procedure.

The Employer agrees that any shift not allocated in accordance with this clause will entitle the seniority employee to an additional scheduled shift on the next schedule as compensation for the missed call in shift.

## **H. PAID HOLIDAYS**

- i) Every employee shall receive holiday pay for the 12 holidays set out in this Agreement in accordance with the provisions of the Employment Standards Act.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday

Should the Centre be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Centre shall be established as the legislated holiday after discussion with the Union, so that the Centre's obligation to provide for twelve (12) paid holidays remains unchanged.

- ii) If an employee is required to work on any of the aforementioned holidays, the employee will receive either (a) 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; (b) 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 with pay either thirty days before or thirty days following the holiday by mutual agreement between the Employer and the employee.

The choice between options (a) and (b) shall be that of the employee. It shall be the responsibility of the employee to notify his/her immediate Supervisor of the choice of option (a) or (b). Failing such notification by the employee, option (a) will be implemented.

- iii) Employees will be scheduled to work on Paid Holidays in order of seniority in accordance with availability of shifts and the employee's availability for shifts as per their vacation requests, the Standard Form described in Article F (ii), and leaves of absence.

## **I. VACATION LEAVE**

- i) All part time employees are entitled to unpaid Vacation Leave/Not Available time on the same basis as members of the full time bargaining unit as provided in Article 17 of the Collective Agreement. As of June 30<sup>th</sup> of each year an employee who has completed:
  - more than 1 year and less than 7 years employment, 3 weeks leave;
  - more than 7 years but less than 14 years, 4 weeks leave;
  - more than 14 years but less than 22 years, 5 weeks leave;
  - more than 22 years service, 6 weeks leave.
  - Twenty-nine (29) or more years service, 7 weeks leave

The vacation scheduling provisions in Article 17:09 a) to h) will apply to the scheduling of the above leave.

- ii) Vacations are to be taken for a period of not less than one (1) vacation week.

However, up to one (1) vacation week can be taken as individual days off where written request is provided to an employee's immediate Supervisor one week prior to the posting of a new schedule. A request for individual vacation days will be granted, provided it does not interfere with the efficient operation of the Centre and does not deny a request for a particular vacation time of one week or more by another employee, whether senior or junior to the employee.

For part time employees, other than those working the permanent 6-10 shift, one (1) vacation week is defined as three (3) shifts for the purpose of taking individual days. In those weeks where an individual vacation day(s) is taken, the employee will remain committed to work two (2) shifts. Employees posted to the permanent 5-8 or 4-8 shift may take up to four (4) shifts for the purpose of taking individual vacation days. Part time employees may carry up to two (2) unscheduled vacation days beyond September 1<sup>st</sup>. Such days to be used prior to March 31<sup>st</sup>.

- iii) Employees may request a specific dollar amount from their accumulated vacation pay to be received on the last pay prior to their scheduled vacation provided their request is submitted in writing to Payroll at least two (2) weeks prior to the date they want to receive the money.

**J. VACATION PAY**

Employees shall receive a vacation pay allowance and a vacation bonus in accordance with the following scale:

	Allowance	Bonus
Start of employment	4% of earnings	
More than 1 year of continuous service	6% of earnings	\$75.00
More than 7 years of continuous service	8% of earnings	\$150.00
More than 14 years of continuous service	10% of earnings	\$225.00
More than 22 years of continuous service	12% of earnings	\$300.00
More than 29 years of continuous service	14% of earnings	\$375.00

Employees shall be entitled to receive the vacation bonus on the first regular pay period following July 1<sup>st</sup>. This bonus shall be paid to all employees at work as of each July 1<sup>st</sup>, which will include staff on pregnancy/parental leave and employees absent due to an illness or injury which would be covered under the Employer’s short term disability plan (if the employee were so covered).

**K. UNIFORM ALLOWANCE**

The employer will pay an annual allowance for uniforms to all employees in the bargaining unit who are required to wear uniforms and those employees who have the option of wearing uniforms on duty and do so, in the amount of \$ 80.00 after sixty (60) shifts worked in a calendar year payable during the first pay of January each year. Bathing suits shall also be considered as eligible for a forty (\$40.00) allowance for regularly scheduled day and evening staff who regularly enter the pool on a bi-weekly basis. Effective April 1, 2007.

**L. BENEFITS ALLOWANCE**

In lieu of benefits (Article 18 and 19 of the Full Time Bargaining Unit Employees Collective Agreement), employees shall receive a benefit allowance of twelve percent (12%) added to the wage rates paid to employees in the Full Time Bargaining Unit.

The classifications and the rates of pay for each classification shall be those set out in the attached schedule hereto and marked as “B”.

## **M. SUMMER STUDENTS**

- i) For the purposes of this Article, “Summer Students” are defined as those students hired for summer employment other than those hired as regular staff.
- ii) Students hired for the summer months will be paid at the minimum applicable provincial wage rate under the Employment Standards Act or at the wage rate provided for in the applicable government funding program. Students hired whose employment extends beyond Labour Day in that year shall become a member of the Bargaining Unit with seniority established in the Bargaining Unit to the original date of hire, and with their salary adjusted to the rate for the comparable job classification for all hours worked from the original date of hire.
- iii) As a result of the use of Summer Students there will be no reduction in hours either to Full-time or Part-time Bargaining Unit members.
- iv) Bargaining Unit staff will take part in the summer planning process.
- v) Summer Students will not be used as replacement staff and are not to perform Bargaining Unit duties without the prior written consent of the Union, with the proviso that this is examined on a Student by Student basis. The Union agrees to not unreasonably withhold their approval of individual circumstances based on no loss of hours to Bargaining Unit members.

## **N. ABSENCE DUE TO ILLNESS OR INJURY**

An employee who is off work due to illness or injury shall co-operate in his or her early and safe return to work by,

- i) contacting the Centre as soon as possible after the injury or illness occurs and maintaining communication throughout the period of his or her recovery and impairment;
- ii) assisting the Centre, as may be required or requested, to identify suitable employment that is available and consistent with the employee's functional abilities and that, when possible, restores his or her pre-injury earnings;

- iii) giving the Centre such information as the Centre may request concerning the employee's return to work; and

The employee may be required to furnish proof of illness by a medical certificate when absent from work due to illness or injury not covered by Workers' Insurance, and if it is not so furnished the Centre may take such disciplinary action as may be deemed necessary.



## Wages

### SCHEDULE "B"

Effective 1<sup>st</sup> pay period ending after April 1, 2009  
Inclusive of Pay Equity

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Registered Practical Nurse	27.55	27.68	27.82	27.98
Resident Care Aide I, II, III, Program Assistant, M.R.C. II, Programmer/Kinesiologist, Driver-Maintenance/ Seating Maintenance, Maintenance Handyperson	21.85	21.95	22.05	22.17
Volunteer Co-ordinator, Toy Librarian, Sewer/Receiver	21.42	21.52	21.62	21.73
Custodian	21.15	21.25	21.35	21.47
Housekeeping Aide/ Laundry Aide	20.88	20.97	21.07	21.19
Group Home				

\* 20 cents per hour premium.

**SCHEDULE "B"**

Effective 1<sup>st</sup> pay period ending after April 1, 2010  
Inclusive of Pay Equity

<b><u>Classification</u></b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>
Registered Practical Nurse	28.22	28.35	28.49	28.66
Resident Care Aide I, II, III, Program Assistant, M.R.C. II, Programmer/Kinesiologist, Driver-Maintenance/ Seating Maintenance, Maintenance Handyperson	22.29	22.40	22.50	22.62
Volunteer Co-ordinator, Toy Librarian, Sewer/Receiver	21.87	21.97	22.07	22.18
Custodian	21.60	21.70	21.80	21.91
Housekeeping Aide/ Laundry Aide	21.33	21.42	21.52	21.63

Group Home

\* 20 cents per hour premium.

## SCHEDULE "B"

Effective 1<sup>st</sup> pay period ending after April 1, 2011  
Inclusive of Pay Equity

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Registered Practical Nurse	28.78	28.91	29.05	29.22
Resident Care Aide I, II, III, Program Assistant, M.R.C. II, Programmer/Kinesiologist, Driver-Maintenance/ Seating Maintenance, Maintenance Handyperson	22.63	22.73	22.83	22.96
Volunteer Co-ordinator, Toy Librarian, Sewer/Receiver	22.20	22.31	22.41	22.52
Custodian	21.94	22.04	22.14	22.25
Housekeeping Aide/ Laundry Aide	21.67	21.76	21.86	21.97

Group Home

\* 30 cents per hour premium.

**APPENDIX “B”**

**Letter of Understanding**

**Appended to and forming a part of the Collective Agreement  
Between  
Sunbeam Residential Development Centre  
and  
Canadian Auto Workers’ Union, Local 1106**

**Domestic Violence**

The parties hereby recognize and share the concern that employees sometimes 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 professional (i.e., doctor, lawyer, professional counsellor), an employee who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

**Signed at Kitchener, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2010.**

**Sunbeam Residential  
Development Centre**

**Canadian Auto Workers’  
Union**

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**Letter of Understanding**

**Appended to and forming a part of the Collective Agreement  
Between  
Sunbeam Residential Development Centre  
and  
Canadian Auto Workers' Union, Local 1106**

It is agreed on a without prejudice or precedent basis between the parties that the following describes the Employer's financial commitment to employees' participation in the Developmental Services Worker (DSW) diploma program as offered by Fanshawe College.

The Employer has committed to reimburse up to \$ 150.00 tuition costs, upon successful completion of each course. Eligible employees are to submit both proof of registration costs and student record showing successful completion. This process is for current employees to attend and complete their DSW diploma through Fanshawe College as offered in Kitchener-Waterloo. Consideration will be given to individual requests to attend another campus of Fanshawe College in order to complete their diploma in a more timely manner.

In addition to tuition, the Employee may borrow the existing course textbooks available in the Centre's Training Room.

**Signed at Kitchener, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2010.**

**Sunbeam Residential  
Development Centre**

**Canadian Auto Workers'  
Union**

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**Letter of Understanding**

**Appended to and forming a part of the Collective Agreement  
Between  
Sunbeam Residential Development Centre  
and  
Canadian Auto Workers' Union, Local 1106**

It is agreed on a without prejudice or precedent basis between the parties that the "Standard Form" (known as the "Commitment Sheet") described in Article F ii) shall be amended to restrict designated shifts to maximum one shift.

The phrase, "I want to be scheduled up to 3 shifts per week", shall be amended to read "I want to be scheduled up to 24 hours per week, not to exceed 5 shifts".

The parties view the foregoing as necessary in order to more adequately describe the part time employee's commitment to the workplace in relieving full time staff.

**Signed at Kitchener, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2010.**

**Sunbeam Residential  
Development Centre**

**Canadian Auto Workers'  
Union**

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**Letter of Understanding**

**Appended to and forming a part of the Collective Agreement  
Between  
Sunbeam Residential Development Centre  
and  
Canadian Auto Workers' Union, Local 1106**

National Day of Mourning

The parties agree to observe a minute of silence each April 28 as an appropriate recognition for the National Day of Mourning.

Signed at Kitchener, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2010.

**Sunbeam Residential  
Development Centre**

**Canadian Auto Workers'  
Union**

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**Letter of Understanding**

**Appended to and forming a part of the Collective Agreement  
Between  
Sunbeam Residential Development Centre  
and  
Canadian Auto Workers' Union, Local 1106**

Further to article 9:01, the Employer agrees to consider Annual Evaluations within the criteria of Supervisory Input. This will come into effect upon the commencement of Annual Evaluations by the Employer. The implementation of said evaluations to begin during the term of this collective agreement. If an evaluation interview is requested then said interview will be conducted during 'regular working hours' Monday to Friday, unless otherwise agreed to. Employees shall suffer no loss of earnings due to attending said meetings during their regularly scheduled working hours.

**Signed at Kitchener, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

**Sunbeam Residential  
Development Centre**

**Canadian Auto Workers'  
Union**

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## **Letter of Understanding**

**Appended to and forming a part of the Collective Agreement  
Between  
Sunbeam Residential Development Centre  
and  
Canadian Auto Workers' Union, Local 1106**

**RE: CASUAL EMPLOYEES**

In the interest of establishing a casual pool of employees to alleviate staff shortages and provide weekend relief it is agreed to establish the following class of employees. The parties agree on the addition of this classification with the following conditions:

1. Casual employees will not form part of the regular part time pool. Furthermore, the regular part time pool must be exhausted at straight time rates before offering call in time to a casual employee. Normal scheduling provisions shall not apply.
2. Casual employees shall not be eligible to initiate shift switches, or, accept regularly scheduled shifts from other staff, without the mutual agreement of the Employer and the employees directly involved in said exchange.
3. Casuals will only be considered eligible for any posted positions after all applications from regularly scheduled employees have been considered.
4. The number of casual employees is set at a maximum of fifteen (15), with no more than three (3) being in the RPN classification. Any amendments to this number will be set by mutual agreement with the Union, and shall be reviewed on a quarterly basis by the union/management committee. Neither party will withhold their agreement unreasonably.
5. The Employer agrees to discuss with the Union the assignment of casual employees to various locations.
6. Regular employees may request a transfer to casual part time status, for a bona fide reason acceptable to the employer, in writing to their supervisor, providing the number of casual employees does not exceed the number agreed to in paragraph 4.
7. Casual Part time employees will lose their seniority for any of the following reasons:

- a) continuous non employment of three months
  - b) failure to meet any of the following requirements:
    - 1) Casual employees shall be required to be available one of the following, Christmas Eve and Christmas Day, or New Years Eve and New Years Day.
    - 2) Casual employees must be available for a minimum of four (4) shifts per month and two (2) of those shifts must be weekends.
8. The Employer agrees to provide to the union chairperson a list of all casual employees and the totals of hours worked during each six week period that corresponds to the six week work schedule.
9. With respect to any employment conditions not stated, it is intended the employee will be treated as a part time employee under Appendix "A" of the collective agreement with the exception of Appendix "A" Article D iii, and Article F.

Signed at Kitchener, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2010.

**Sunbeam Residential  
Development Centre**

**Canadian Auto Workers'  
Union**

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Letter of Agreement

Between

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE  
(Hereinafter known as “the Employer”)

and

CANADIAN AUTO WORKERS' UNION, LOCAL 1106  
(Hereinafter known as “the Union”)

**RE: PAY EQUITY**

The parties agree that the pay equity process has and will be maintained through the collective bargaining process as reflected in the wage tables agreed to as well as applicable premiums.

Further, the parties agree to review and assess both new positions and positions where significant changes to duties and responsibilities have occurred, in accordance with Pay Equity legislation.

The parties agree that any required monetary adjustments will be reviewed during collective bargaining and if necessary will be retroactive to the date of change, unless the parties agree to do so prior to collective bargaining.

**Signed at Kitchener, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2010.**

**Sunbeam Residential  
Development Centre**

**Canadian Auto Workers’  
Union**

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**MINUTES OF SETTLEMENT**

Between

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE  
(Hereinafter known as “the Employer”)

and

CANADIAN AUTO WORKERS' UNION, LOCAL 1106  
(Hereinafter known as “the Union”)

Reference is made to a policy grievance of the Union dated March 5, 2004. This grievance concerns not paying new group home staff for lunch break and group home premium.

The parties agree that these matters are resolved with the negotiation of paid lunches. The parties further agree that group home premiums are not required due to the presence of Registered Nurses and Registered Practical Nurses to administer medications.

**Signed at Kitchener, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2010.**

FOR THE EMPLOYER

FOR THE UNION

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**Letter of Agreement**

Between

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE  
(Hereinafter known as “the Employer”)

and

CANADIAN AUTO WORKERS' UNION, LOCAL 1106  
(Hereinafter known as “the Union”)

**RE: WOMEN’S ADVOCATE**

The parties agree on a one - time basis to a shared cost of 50% each for lost time for the course registration cost, approved mileage, and lost wages for the course. Further, on a 50/50 basis, the parties will share the cost of lodging, transportation (where mileage not incurred) and meals where any of those expenses are necessary. Original bills are to be submitted to the Employer with copies provided to the Union. The maximum cost to be incurred by the Employer is \$750.00 for these one - time expenses on a one - time basis.

**Signed at Kitchener, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2010.**

FOR THE EMPLOYER

FOR THE UNION

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**Letter of Agreement**

Between

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE  
(Hereinafter known as “the Employer”)

and

CANADIAN AUTO WORKERS' UNION, LOCAL 1106  
(Hereinafter known as “the Union”)

**RE: CALL IN PROCEDURE**

The parties agree to meet on a semi-annual basis to review the existing call in procedure.  
The first meeting shall occur in November, 2009.

**Signed at Kitchener, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2010.**

FOR THE EMPLOYER

FOR THE UNION

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