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## **COLLECTIVE AGREEMENT**

Between

**Peel Manor Home for the Aged  
of the  
Regional Municipality of Peel**

Party of the First Part  
Hereinafter referred to as "**the Employer**"

and

**The Canadian Union of Public Employees  
and its Local 966 – Peel Manor**

Party of the Second Part  
Hereinafter referred to as "**the Union**"

**EFFECTIVE DATE: DECEMBER 1, 2000**

**EXPIRY DATE: NOVEMBER 30, 2003**

 **Region of Peel**

## INDEX

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
9	Arbitration	5
5	Check-Off of Union Dues	3
19	Classifications and Rates of Pay	14
7	Complaints and Grievances	4
21	Contracting Out	15
11	Discharge and Suspension Cases	7
23	Duration	15
20	General Provision	14
18	Hours of Work and Overtime	13
13	Joint Modified Work Committee	8
16	Leave of Absence	11
4	Management Rights	3
14	Paid Holidays	9
22	Personnel Files	15
8	Policy Grievance	5
12	Promotions, Job Vacancies, Transfers	7
1	Recognition	1
2	Relationship	2
10	Seniority	6
3	Strikes and Lockouts	3
6	Union Committee	4
15	Vacation With Pay	10
17	Welfare Benefits	12
Schedule 1	Classifications and Rates of Pay	17
Appendix A	Vacation Pay Request	19
Appendix B	Benefit Recovery	20
Letter of Understanding	Sick Leave Credit System	21
Letter of Understanding	Uniform Allowance	22
Letter of Understanding	Scheduling Practises	24
Letter of Agreement	Joint Efficiency and Productivity Committee	25
Letter of Understanding	Staff Scheduling/Vacation	26
Letter of Agreement	Weekly Indemnity/Return to Work	27
Letter of Agreement	Pay Equity Maintenance Committee	28
Letter of Agreement	Grievance Mediation	29

## ARTICLE 1 - RECOGNITION

**1.01** The Regional Municipality of Peel recognizes the Union as the sole Collective Bargaining Agent for all employees at the Peel Manor Home for the Aged, Brampton, Ontario, save and except Supervisors, persons above the rank of Supervisor, Registered Nurses, Graduate Nursing Staff, Domestic Services Supervisor, Adjuvant, Nursing Supervisors, Office Staff, and Students employed during the school vacation period.

### **1.02** Part-Time Employees

- (a) A part-time employee is defined as being an employee who is scheduled to work twenty four (24) hours per week or less on a regular basis.
- (b) Part-time employees shall receive the starting rate for the classification in which they are employed, plus 14% in such classification. The 14% "add-on" represents the payment in lieu of all fringe benefits other than the statutory benefits of Workplace Safety and Insurance Board, the Employer's contribution to Canada Pension and Employment Insurance, and 4% vacation pay. For purposes of Articles 14.07 and 18.06 an employee's hourly rate shall be considered to include the above "add-on".
- (c) A part-time employee shall progress to the 6 month rate after 1040 hours of work have been completed and to the 12 month rate after 2,080 hours of work have been completed.

**1.03** An employee's seniority shall be unaffected by his/her transfer from part-time to full-time status or from full-time to part-time status. An employee who transfers from full-time to part-time status shall remain in the OMERS pension plan and shall have the employer's contribution to such plan deducted from the percentage in lieu of benefits.

- 1.04**
- a) When a vacancy arises due to an employee being absent for any reason, a part-time employee may be temporarily assigned to fill the position.
  - b) In such event the employer shall first offer such temporary assignments to qualified part-time employees in the affected classification in order of their seniority on a rotation basis. A temporary assignment declined by an employee shall count as an assignment worked for purposes of this clause. The duration of each assignment shall not exceed four (4) months per part-time employee and the part-time employee's status, including add-on pay, shall not be altered.
  - c) Temporary assignments covered by this section are as follows:
    - i) Temporary full-time assignments for known extended periods of absence which are expected to last for forty (40) hours or more.
    - ii) Temporary full-time assignments for absence due to vacation of forty hours or more.
    - iii) Call-ins to replace temporary full-time or part-time absence of less than forty (40) hours.

- d) Separate seniority-rotation lists shall be maintained for each of the three assignment categories set out in part c) of this section.

Seniority-rotation basis is defined as a continuum that starts with the senior most employee and proceeds through the list to the junior most employee before returning to the senior most employee.

Temporary assignments shall be offered to the next available part-time employee on the applicable seniority-rotation list. For clarification, this is the next available part-time employee listed immediately after the last part-time employee accepting the assignment and scheduled to work.

A part-time employee on any of the seniority-rotation lists is unavailable for assignment when they have indicated their unavailability in writing, are on sick leave or any other approved leave, are currently working a temporary full time assignment, are on vacation, are contacted and decline the offer or, can not be reached.

For call-ins provided in c) iii) a part-time employee is unavailable if the assignment offered would result in that part-time employee exceeding forty-eight (48) hours of work during the two (2) week scheduling block in which the assignment falls.

- e) If all part-time employees are scheduled to work or will have worked forty eight (48) hours in the two-week scheduling block, management will offer the work described in c) iii) to full-time employees, in accordance with Article 18.05. Notwithstanding the provisions of article 18.05, if the employer is unable to get a full time employee to volunteer for the overtime opportunity, the employer then returns to the part-time call-in list and offers additional hours, at straight time, to the next person entitled to an opportunity on the list, even if it results in the employee working more than forty eight (48) hours in the two week scheduling block.
- f) Should the Employer be unable to fill the temporary assignment described in c) i) and ii). through this protocol, the temporary position, in it's full duration, shall be posted and filled in accordance with Article 12 of this agreement.

Should a part time employee be the successful applicant for the posted temporary full time position, their part time status shall not be altered and they will continue to receive the 14% "add-on" calculated on the job rate of the temporary full time position.

- g) Should the employer fill a shift and in so doing miss an employee in the established protocol, the missed employee will be provided with an in-kind opportunity within the same pay schedule in which the error occurred. If the employer is unable to provide an in kind remedy in the pay period in which the error occurred, the affected employee will be paid for the missed opportunity.
- h) The Union shall be notified in writing of all temporary full-time assignments on a monthly basis.

## **ARTICLE 2 - RELATIONSHIP**

- 2.01** The Employer will not discriminate against any employee because of the employee's connection with the Union, or in any other way which would be contrary to the provisions of the Ontario Human Rights Code. No employee shall enter into, or be required or permitted by the Employer to enter into a written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 2.02** There will be no solicitation of employees by the Union or any of its officers or members during the working hours of employees except with the consent of the Administrator or his/her designate.

- 2.03** The Union, or any of its members, will not hold any meetings on the property of the Employer except with the consent of the said Employer.
- 2.04** Supervisors shall not perform work normally done by members of the bargaining unit except in cases of emergency, training, and instructions or where bargaining unit personnel due to insufficient notice of employee absence, are not immediately available for their normal duties or where residents require special care.

## **ARTICLE 2 - RELATIONSHIP**

- 2.05** Employees unable to report for work at their regularly scheduled starting time shall telephone as instructed by their Supervisor, giving reason(s) for being unable to report for work, and if possible, an estimate of the time they may be away from work. The employee shall report again by telephone as instructed by the Supervisor the work day prior to recommencing work.
- 2.06** The number of hours for which volunteers are utilized annually shall not be increased beyond the level established at December 31, 1992 without the express agreement of the Union. Within thirty (30) days of the date of ratification, the Home Administrator shall advise the Union of the total number of volunteers and the total number of volunteer hours for the previous quarter. Thereafter, the Administrator shall advise the Union by the end of the following month, the total number of volunteers and volunteer hours for the preceding quarter.

## **ARTICLE 3 - STRIKES AND LOCKOUTS**

- 3.01** During the term of this Agreement, the Employer agrees that it will not lock out employees and the Union agrees that there shall be no strike at Peel Manor.
- 3.02** The terms "Strike" and "Lockout" shall be defined in accordance with the definitions set out in the Labour Relations Act of the Province of Ontario.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** Except where specifically abridged by the terms of this Agreement, the Management of the Employer's operations and the selection and direction of the working force of employees will continue to be vested exclusively with the Employer.
- 4.02** Without limiting any of the rights vested with the Employer under paragraph 4.01 including the right to discharge an employee for just cause, it is expressly understood that the abuse by any employee of a resident in the Home shall be deemed to be sufficient cause for summary dismissal of the employee.

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

- 5.01** New employees shall, by the first day of employment, be required to sign a Dues Authorization Card for deduction thereof as supplied to the Employer by the Union.
- 5.02** Employees shall continue to pay such dues for the life of this Agreement.
- 5.03** The Union will save the Employer harmless from any and all claims for amounts deducted from pay in accordance with the terms of this Article.
- 5.04** Deduction shall be made from each pay issued in each month in accordance with the rates set by the Union and certified to the Employer in advance of the deduction dates and shall be forwarded to the Treasurer of the Union by the end of that same month, accompanied by a list of all employees from whose wages the deductions have been made.

The Local Union shall be supplied with a list of the names of Bargaining Unit employees as at June 30 and December 31 each year, with a copy supplied to the Union National Office.

- 5.05** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in this Article dealing with dues check-off.

## **ARTICLE 6 - UNION COMMITTEE**

**6.01** The Union shall have the right to appoint or otherwise select:

- (a) a negotiating committee of three (3) employees, and
- (b) seven (7) employees (as Steward and Chief Steward)

to deal with matters relating to the administration of this Agreement, but with a limit of two (2) employees from any one department.

The above noted employees will be permitted to participate in meetings with Employer representatives on matters relating to either negotiations or administration of this Agreement, including arbitration.

The authorized time spent in such meetings shall be without loss of regular pay or benefit. Authorized attendance at arbitration shall be limited to the Local Union President or designate, Chief Steward, a Steward, the grievor(s), and such other employee witnesses as may be required.

Employee members of the Union negotiating committee who are scheduled to work afternoons or evenings are to be relieved from their scheduled shift preceding or following a negotiating meeting between the Union and the Employer. Provided that they attend the negotiating meeting, such employees shall be paid as though they had worked the shift.

The parties shall co-operate in scheduling negotiating meetings to minimize the impact on staffing levels at the Home.

**6.02** Members of the Committee and Stewards will not leave their jobs for the purpose of conducting any business on behalf of the Union, or in connection with this Agreement, without obtaining the permission of their immediate Supervisor. Such permission shall not be unreasonably withheld.

**6.03** The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents and the name of the Chief Steward and Union Committee members before the Employer shall be required to recognize them. Likewise the Employer shall notify the Union in writing of the names of departmental supervision and the department(s) represented.

**6.04** All correspondence pertaining to the express provisions of this Agreement shall pass to and from the Administrator and the Recording Secretary of the Local Union or designate.

**6.05** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

## **ARTICLE 7 - COMPLAINTS AND GRIEVANCES**

**7.01** If an employee has a complaint concerning the application, interpretation, administration, or alleged violation of any of the provisions of this Agreement, he/she shall take the matter up orally with his/her immediate Supervisor. The Supervisor will give his/her answer to the complaint within two (2) working days after it has been brought to his/her attention. (It is understood that an employee has no grievance until he/she has first given his/her Supervisor an opportunity of adjusting the complaint.)

**7.02** If such complaint or question is not settled to the satisfaction of the employee, then the following steps of the grievance procedure may be invoked in order. It is understood that a grievance must be lodged within five (5) working days after the circumstances giving rise to such a grievance has occurred.

### STEP 1

Any employee grievance shall be set forth in writing, in duplicate, and shall be presented to the Supervisor. The submissions shall include reference to the specific clause and article of the Agreement allegedly violated or misinterpreted and redress sought.

**7.02** STEP 1

The Supervisor shall review the grievance and reply in writing to the Union within two (2) working days, giving his/her disposition and his/her reason thereof.

STEP 2

If a settlement has not been reached under Step 1, the employee may within two (2) working days of the Supervisor's reply, refer the grievance to the Administrator of the Home, at interest, or his/her nominee. The Administrator of the Home or his/her nominee together with the employee and his/her Supervisor, and his/her Steward, shall meet within five (5) working days of reference to the Administrator of the Home. The Administrator of the Home shall give his/her reply in writing to the Union within two (2) working days after date of meeting.

STEP 3

If settlement has not been reached under Step 2, the employee may refer the grievance to his/her Union Grievance Committee which may within two (2) working days of the Administrator's reply refer the grievance to the Director of Human Resources or his/her designate. Within five (5) working days the Director of Human Resources or his/her designate together with such other representation as may be chosen to represent the Employer shall meet with the Union Grievance Committee to discuss the grievance. At this meeting a full-time representative of the Union may be present, if his/her presence is requested by the Employer or the Union. Written reply to the grievance shall be given to the Union within five (5) working days after such meeting.

If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may, within ten (10) working days of the reply of the Director of Human Resources, refer the grievance to arbitration in accordance with the provisions contained in Article 9.

**7.03** Any of the time allowances provided in the Article may be extended by mutual agreement in writing between the Union and the Employer.

**7.04** Notwithstanding the provisions of the Ontario Labour Relations Act, any grievance not initiated or appealed at any stage of the grievance procedure, including reference to arbitration within the limits stipulated, shall be considered settled on the basis of the last decision and NOT subject to further appeal.

**7.05** No employee written reprimand shall be entered in an employee's personnel file unless the employee and Local Recording Secretary or designate are given a copy of such written reprimand.

**7.06** Saturdays and Sundays and paid holidays shall not be considered working days within the scope of this Article.

**ARTICLE 8 - POLICY GRIEVANCE**

**8.01** Both parties to the Agreement shall have the right to lodge a grievance with the other party concerning the application, interpretation, administration, or alleged violation of this Agreement which concerns all or a group of employees. Such grievances shall be presented in writing to the other party within ten (10) working days of occurrence of the incident or event giving rise to the grievance and shall be entered at the third step of the grievance procedure.

## **ARTICLE 9 - ARBITRATION**

- 9.01** Arbitration shall be in accordance with the Labour Relations Act of the Province of Ontario.
- 9.02** Each party to this Agreement will pay the expenses of its nominee to the Arbitration Board. The parties will share equally the fee and expenses of the Chairperson. Where both the Union and the Employer agree, a sole arbitrator will preside over the hearing. The fee and expenses of the sole arbitrator will be shared equally.

## ARTICLE 10 - SENIORITY

- 10.01** (a) Newly hired full-time employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. After three (3) months of continuous service, his/her seniority shall date back to the day in which his/her employment began.

The probationary period for a newly employed part-time employee shall be 520 actual hours. Upon completion of the probationary period, the employee's name shall be placed on the appropriate seniority list and his/her seniority shall date back to his/her last date of hire.

- (b) Persons on probation may be terminated without recourse to the grievance procedure. However, such persons shall be given the reason(s) for termination in each case. The rate for probationary employees shall be that of this Agreement.

- 10.02** A seniority list for all full-time employees and a separate seniority list for all part-time employees shall be drawn and posted on the bulletin board. This list shall be revised as of January 1 of each year and forwarded to the Union by the end of February of each year. Employees' names and classifications shall appear on the seniority list in order of their respective dates of employment. Additions and deletions shall be forwarded to the Union as they occur.

Any employee hired after May 7, 1987 shall have his/her seniority calculated from date of hire in the same manner as full-time employees.

All employees in the bargaining unit on May 7, 1987 shall have their date of hire calculated on the basis of their accumulated hours paid as of May 7, 1987 and thereafter their seniority shall be calculated in the same manner as full-time employees.

- 10.03** In all cases of lay-off due to lack of work or recall following a lay-off, the employee with the greatest amount of seniority will be retained in employment or recalled to work, whichever is applicable, provided he/she is qualified to perform the work available.

In the event that there is a necessity to lay off or recall part-time employees shall be laid off before any full-time employees and such lay off or recall will be by classification and in accordance with seniority within the part-time bargaining unit.

- 10.04** Seniority previously accumulated will be lost whenever an employee:

- (a) quits his/her employment, or retires;
- (b) is discharged and not reinstated;
- (c) is absent from work without reasonable explanation;
- (d) is laid off for twelve (12) consecutive months or time equal to the employee's length of service, whichever is greater;
- (e) fails to return from lay-off within six (6) days of work after being notified to do so; the employee to be recalled must keep the Employer informed of his/her current address and telephone number. Notice of recall may be by telephone, but in all cases a registered letter shall be used either as notice or confirmation.

- 10.05** The selection or appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. However, if any employee is or has been transferred or appointed, and later transferred back to a position which is governed by this Agreement, then the seniority which he/she has accumulated under this Agreement shall be credited to the employee. Subject to the time period set out in 10:04 (d) any time spent working outside the bargaining unit shall be deemed a lay-off for the purpose of this article.

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

- 11.01** A claim by an employee who has completed the probationary period that he/she has been unjustly discharged or suspended from his/her employment will be treated as a special grievance commencing at Step 3 of the Grievance Procedure, provided such claim is filed with the Employer within six (6) days after the discharge or suspension occurs.

The Parties expressly agree that notwithstanding the amendments to the provisions of the Ontario Labour Relations Act, the termination of employment of a probationary employee shall not be subject to the provisions of the grievance and arbitration provisions of this Agreement except in the event of a claim by a probationary employee under Article 2.01.

- 11.02** Grievances relating to discharge or suspension may be settled by confirming the action taken by the Employer or by reinstating the employee with full compensation or by any other arrangement which is just and equitable to the parties or a Board of Arbitration.

- 11.03** In the event that the Employer decides that any disciplinary action, including suspension or discharge is warranted against an employee, a Union steward shall be in attendance when such action is taken, unless otherwise requested by the employee.

If a Union steward is unavailable a local Union Officer shall be present and if no Officer is available, another employee chosen by the employee being disciplined shall attend. An employee not wishing to be represented must make this indication in writing with a copy to the Union.

## **ARTICLE 12 - PROMOTIONS, JOB VACANCIES, TRANSFERS**

- 12.01** In promotions, filling of permanent job vacancies, newly created jobs, or transfers within the Union, the following factors shall govern:

- (a) qualifications to perform the posted job;
- (b) seniority.

Where factor (a) is relatively equal amongst applicants, then factor (b) shall govern. The above factors shall not be considered by the employer in an arbitrary or discriminatory manner.

- 12.02** A probationary employee will only be considered for a posted vacancy where the Employer has determined that no full-time applicant with seniority, and thereafter, no part-time applicant with seniority is qualified for the position.

The Employer shall not be obliged to consider any applicant who has successfully bid for a posted job within a six (6) month period prior to the current posting. Only in the event that no suitable applications for promotion are received, then the Employer consistent with the criteria in this subsection, may consider applicants who are currently classified on the same basis as the posted vacancy.

- 12.03** Vacancies arising out of employee terminations or additions to full-time complement and that are required to be filled shall be posted within 3 working days of learning of the event on the appropriate bulletin boards (as delegated by the Employer's Administration) for a minimum period of seven (7) calendar days. The posting shall include the minimum and maximum job rates applicable for the classification, the vacancy's department, the applicable shift where the initial vacancy has been created, and the initial position location, subject to any reassignment. A copy of the posting will be forwarded to the President of the Union or designate.

Where the actual hours of work are normally scheduled from 7:00 a.m. to 3:00 p.m. and for 8:00 a.m. to 4:00 p.m., the shift will be listed on the posting as being a "day" shift, and

"night" shift shall have a corresponding meaning.

Where, within a given classification, the shift entails the regular rotation of actual scheduled hours of work, the job posting shall indicate such rotation as forming part of the position requirements.

- 12.03** Employees may apply for such vacancy in writing using the prescribed Employer's Job Posting Application form. Employee Job Posting Applications are to be filed within the limits noted on the Job Posting Notice.
- 12.04** The Employer shall select the employee to fill the vacancy within fourteen (14) calendar days of the expiry date of the posting notice and the successful applicant will be placed on the job as soon as possible after the award.
- 12.05** The first vacancy created by filling a posted job shall be posted in accordance with article 12.03, above. Second and subsequent succeeding vacancies shall be filled in accordance with seniority on the basis of written requests for changes in shift, department, location (subject to reassignment), or classification (where the employee is qualified for the position) received from employees prior to the filling of the first vacancy. The Employer shall provide the Union with copies of all such written requests. All positions filled by this method shall be posted in accordance with article 12.10, below.
- 12.06** The Employer retains the right to fill the vacancy from other sources if bidding employee(s) do not possess the qualifications needed for the job or if no employee applications are received.
- 12.07** The employee(s) selected to fill the vacancy shall be given a trial period of thirty (30) days and advised of their performance during the trial period. In the event that an employee proves to be unsatisfactory during the trial period then that employee will be assigned to his/her former position.
- 12.08** When an employee is promoted to a higher rated job classification, he/she shall receive the next higher rate within the new classification above the rate he/she was receiving at the time of placement in the new job classification.
- 12.09** When an employee is downgraded, the employee will receive the twelve month rate of the grade to which he/she has been downgraded at the date the transfer becomes effective, provided the employee has completed his/her probationary period.
- 12.10** A notice shall be posted on the appropriate bulletin boards advising of the successful applicant(s) with a copy forwarded to the President of the Union or designate.
- 12.11** The Employer may temporarily fill any position in which event the employee so assigned shall receive the job rate of the temporary assignment, if greater than his/her own rate for any full shift worked.
- 12.12** The Union shall be notified monthly of all promotions, demotions, hiring, lay-offs, transfers, recalls, or terminations of employment by the 10th of the following month.

#### **ARTICLE 13 - JOINT MODIFIED WORK COMMITTEE**

- 13.01** The parties agree to establish a Joint Modified Work Committee consisting of one (1) employee member and one (1) alternate member from each Home selected or appointed by the local Union, and one (1) Employer member from each Home to be determined by the Employer together with the Region's Manager responsible for Occupational Health and Safety, or appropriate designate, who shall act as Chairperson.
- 13.02** The Chairperson of this committee shall act as a resource person to the Committee and the Committee's liaison with the treating physician, Vocational/Rehabilitation Services, and the Workplace Safety and Insurance Board.

- 13.03** The purpose of the Committee is to review and recommend appropriate individual case strategies for providing for the safe and successful return of injured workers to the workplace as soon as possible after an accident.
- 13.04** The Committee will meet as required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.
- 13.05** All Committee members agree to respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the Workplace Safety and Insurance Board, and/or the employee's Vocational/Rehabilitation Case Worker.
- 13.06** The Committee will be responsible for:
  - i) Determining if the employee's regular job can be modified;
  - ii) Comparing the demands of jobs and tasks with an employee's current abilities;
  - iii) Recommending duties to be assigned to the injured worker which allow him or her to ease back to a full workload gradually;
  - iv) Such other related matters as the Committee deems appropriate.

**ARTICLE 14 - PAID HOLIDAYS**

**14.01** The following days will be recognized as paid holidays:

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

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

In order to qualify for payment of the above holiday(s), an employee is required to work his/her full scheduled shift immediately preceding and immediately following the holiday, except where the absence is less than one (1) month and is due to:

- (a) verified personal illness or accident; or
- (b) approved leave of absence; or
- (c) excused lateness.

**14.02** An employee required to work on any of the above holidays shall have the option to either:

- (a) be paid at the rate of time and one half (1½) for hours worked, in addition to the paid holiday; or
- (b) work on the holiday and be paid at the rate of time and one half (1½) for hours worked plus take another paid day off. This paid holiday is to be taken at a time mutually agreeable between the employee and their supervisor. Such day shall be taken within the same pay period on which the said holiday occurred. An employee requesting such day shall apply in writing to his/her supervisor prior to the start of the posted schedule in which the holiday occurs.

- 14.03** When any of the above holidays occur during an employee's vacation with pay period, an extra day's vacation is allowed.
- 14.04** When any of the above holidays occurs on an employee's regular scheduled day off, a lieu holiday shall be allowed and shall be taken at a time mutually agreeable to the Supervisor and the employee.
- 14.05** For purposes of administration of this article, where there is an overlap of hours into the calendar holiday, only that shift on which the majority of hours fall within the calendar holiday shall qualify for premium hours. Premium payment shall be for all hours worked on that shift.
- 14.06** In order for employees in the bargaining unit to have Christmas or New Year's Day off work, the Employer will, wherever possible, arrange the work schedule so that each employee will have Christmas Day off work one year and New Year's Day off work the following year. It is agreed that payment of overtime premiums which might otherwise be payable under the provisions of Article 18 will be waived if payment of such overtime would result solely from adjustments to the work schedules which are required to accommodate these annual alternating days off.
- 14.07** (a) Part-time employees shall be compensated at the rate of one and one-half (1½) times the regular hourly rate for hours worked on a holiday specified in Article 14.01.
- (b) The Employer will provide holiday pay on a pro-rata basis to qualifying part-time employees. The amount of holiday pay shall be the employee's average daily earnings over the period of thirteen work weeks preceding the holiday. Holiday pay will be paid on this basis to part-time employees for all the paid holidays in Article 14.01.
- (c) Part-time employees are governed by the provisions of Article 14.07 only and the remaining provisions of this Article shall not apply.

## **ARTICLE 15 - VACATION WITH PAY**

**15.01** Vacations will be granted in accordance with the following schedule:

Less than 1 year continuous service	-	1 working day for each completed month, excluding the first two, up to a maximum of ten (10) working days.
One year of continuous service	-	2 weeks
Two years' continuous service	-	3 weeks
Eight years' continuous service	-	4 weeks
Sixteen years' continuous service	-	5 weeks
Twenty-five years' continuous service	-	6 weeks

**15.01** During the period of approved vacation, a full-time employee's regular hourly rate will continue to be paid in the same manner as if the employee were actively at work.

**15.02** Effective June 1, 1995 vacation pay for part-time employees shall be calculated at the following percentages:

Less than 1 year	-	4% of total earnings to May 31
One to Two years	-	4% of total earnings from June 1 to May 31
Two to Eight years	-	6% of total earnings from June 1 to May 31
Eight to Sixteen years	-	8% of total earnings from June 1 to May 31
Sixteen to Twenty-five years	-	10% of total earnings from June 1 to May 31

Over Twenty-five years - 12% of total earnings from June 1 to May 31

Vacation pay shall be issued by separate cheque by the first pay in July of each year. An employee's request for either advancing or retarding vacation pay shall be dealt with in accordance with Appendix A (attached).

If a full-time employee has been off on Workplace Safety and Insurance benefits during the vacation year, vacation pay shall be the appropriate number of weeks at regular hours and rate. If a part-time employee has been off on Workplace Safety and Insurance benefits during the vacation year, vacation pay shall be the appropriate percentage as above, or the appropriate number of weeks at regular hours and rate, whichever is greater.

- 15.03** For purposes of computing eligibility for vacations with pay, the vacation year shall end on May 31.
- 15.04** The selection of vacation dates, will, where practicable, be granted on the basis of seniority. The Employer shall determine the number of employees who will be on vacation at any one time.
- 15.05** Vacations shall not be cumulative from year to year. An employee shall not omit vacations. However, employees, in special circumstances may request in writing that a maximum of one (1) week of time off, associated with the vacation, may be carried forward from one year to the next.
- 15.06** On termination, an employee shall be paid for any vacation credits accumulated, at the appropriate percentage.

#### **ARTICLE 16 - LEAVE OF ABSENCE**

- 16.01** The Employer may grant leave of absence without pay to any employee with less than one year's service for legitimate personal reasons. The Employer shall grant leave of absence without pay to any employee with one year of service or more for legitimate personal reasons provided that such leave does not unduly impair the operating capability of the Home.

It is expressly understood that, during extended leave of absence, seniority shall continue to accumulate and that the employee shall be responsible for paying the premium cost of his/her welfare benefits during the said leave of absence.

- 16.02** Personal leave of absence shall be dealt with by an employee application for leave of absence in writing submitted as far in advance as possible to his/her Supervisor who will refer it to the Home Administrator containing the Supervisor's recommendation. The Administrator shall give his/her answer in writing as soon as practical.
- 16.03** Personal leave of absence may be extended by the Employer on receipt of written or oral request. The request and approval of the extension shall be confirmed in writing as soon as possible.
- 16.04** (a) Pregnancy and parental leave of absence shall be administered in accordance with the provisions of the Ontario Employment Standards Act, as amended from time to time.

An employee shall be granted an extension to the said leave provided that it is requested at the time application is made for parental leave as provided for in the Ontario Employment Standards Act. The duration of the pregnancy leave, parental leave and extension combined shall not exceed twelve (12) calendar months.

Seniority shall be retained and accumulated during the above leave(s). Benefits shall be maintained by the Employer during pregnancy leave and during the first six (6) months of parental leave plus extension. Benefits shall be paid by the employee for any period of parental leave plus extension which is greater than six (6) calendar months.

- (b) Effective March 10, 1992, on confirmation by the Employment Insurance Commission of the

appropriateness of the Supplemental Employment Benefit (SUB) Plan, an employee on pregnancy leave as provided under this agreement, who is in receipt of pregnancy benefits under the Employment Insurance Act, shall be paid a supplemental employment benefit. This benefit will be equivalent to the difference between seventy-five (75) per cent 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 Employment Insurance pregnancy benefits, and shall continue while the employee 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 the last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered Employment period. The SUB Plan provides that 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.

**16.05** The Administrator will upon two (2) weeks' notice of request of leave of absence in writing, grant leave of absence without pay or loss of seniority to delegated employees to attend union business, provided that such leave does not exceed seven (7) calendar days, and further provided that no more than five (5) employees are absent at any one time and furthermore no more than two (2) employees are absent from one department at any one time. Such leave shall apply to a maximum of forty (40) work days aggregate leave per calendar year. An employee shall receive the pay and benefits provided for in this agreement when on unpaid leave of absence for union business. However, the Union shall reimburse the Employer for all pay and the cost of statutory or legislated benefits during the period of absence from work.

**16.06** In the event of the death of an employee's husband, wife or same-sex partner, child, father, mother, father-in-law, mother-in-law, brother or sister, grandchild, the Employer shall grant up to three (3) consecutive days' leave of absence without loss of pay. Death of a brother-in-law, sister-in-law, grandparent shall result in paid leave of one (1) day.

Upon request, the Employer shall grant reasonable time off without pay to an employee for required travel to attend the funeral of a family member.

**16.07** If an employee is required to serve on jury duty or subpoenaed as a witness on his/her scheduled work day, the Employer will pay the employee his/her full wages, provided he/she turns over to the Employer the amount received as compensation, and further, provided the employee reports for work when not required at court.

**16.08** At the request of the Union, and upon six (6) weeks advance written notice, the Employer shall grant the President of the Union a leave of absence with pay for the duration of the President's term of office, or any lesser period which may be requested by the Union provided such leave will be granted on a full-time basis for a minimum period of three (3) months, and provided that the Union reimburses the Employer for the salary and benefits involved. Upon completion of the President's leave, the employee shall be returned to his/her previous assignment. Regardless of the length of the President's leave, full seniority rights shall be granted.

## **ARTICLE 17 - WELFARE BENEFITS**

**17.01** The Employer shall pay the full cost of the premiums of the following insured plans for its full-time employees to be administered in accordance with the rules and regulations of the plans:

- a) Life Insurance coverage to the extent of 2 x's annual basic earnings.

- b) Semi-Private hospital accommodation.
- c) Extended Health benefit on a \$10.00 individual and \$10.00 family yearly deductible basis.
- d) Up to six (6) days' regular pay shall be granted per service year for sickness incurred not related to work.
- e) Weekly Indemnity Benefits Plan, payable from the first day of entry if confined to hospital or injury (non-occupational related) and from the fourth day of sickness or illness for a period of up to 52 weeks in the amount of 66 2/3rds percent of the employee's basic weekly earnings but not to exceed 66 2/3rds percent of the Employment Insurance Commission maximum gross pay.
- e) Where there is a question as to whether a claim is occupational or non-occupational, the Employer will continue the payment of Weekly Indemnity benefits pending a decision by the Workplace Safety and Insurance Board to accept liability for such claim, provided the employee agrees to authorize in writing, in a form acceptable to the insurer, the Workplace Safety and Insurance Board to reimburse the insurer from any such Workplace Safety and Insurance Board benefits to the extent of the amount of disability income benefits paid. This form is set out in Appendix B.
- f) One hundred percent (100%) of the current Ontario Hospital Insurance Premium.
- g) One hundred percent (100%) of the Blue Cross #9 dental plan premium or equivalent in accordance with the O.D.A. fee schedule for the year preceding the current year, as amended from time to time.
- h) Effective the first of the month following full ratification of this agreement, Vision Care with a \$300.00 maximum every twenty-four (24) months.

**17.02** An employee is required to provide sufficient notice to the Human Resources Division through the Home's administrative office where a change is required to be made to:

- i) benefit coverage, entitlement, or exemption status;
- ii) residence, telephone, marital or dependants' status.

**17.02** The Employer shall make the necessary change upon receipt of the written notice of the requested effective date whichever is later but in no case shall the effect of the change be retroactive.

**17.03** Retiree Benefits

Full time employees retiring on an unreduced pension with ten (10) years of service will be provided with the following:

- i) Life Insurance at 1 X Annual Salary 100% Employee paid, and,
- ii) Major Medical - \$11,500 Lifetime Benefit 100% Employee paid.

**17.04** It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with employees of the portion (5/12<sup>th</sup>) of the Employer's Employment Insurance (EI) reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by Human Resources Development Canada (HRDC).

**ARTICLE 18 - HOURS OF WORK AND OVERTIME**

**18.01** The normal work period shall be ten (10) eight (8) hour shifts to a total of eighty (80) hours within a fourteen (14) calendar day period inclusive of two (2) fifteen (15) minute rest periods and a thirty (30)

minute meal period. The shift starting and stopping times shall be arranged by the Employer. It is understood that employees must be available for work if and when called upon during the paid meal period.

- 18.02** The regular work week above does not represent a guarantee of work and employees may work less than forty (40) hours per week, or less than eighty (80) hours in a two-week period.
- 18.03** The days of work for an employee, the starting and quitting times each day, and the time and duration of lunch and rest periods will be determined by the Employer in accordance with its requirements. Shift schedules will be posted on the Bulletin Boards at least two (2) weeks in advance. Employees will be notified as far in advance as practical of any change in their schedules, and major changes of schedule will take place only after discussion with the Union Committee.
- 18.04** Rest period of fifteen (15) minutes' duration will be provided for an employee for each half shift worked.
- 18.05**
- a) The Employer will endeavour to offer overtime work as equally as practical amongst the employees in the applicable classification. Individual employees may refuse a request to work overtime for legitimate personal reasons. But in the event that the Employer is unable to get enough volunteers for the overtime work required, then such work shall be assigned to employees in that classification on an inverse seniority basis before part-time or student help are utilized.
  - b) In accordance with part a) overtime will be offered to the next full-time employee on the full-time equal opportunity list. For clarification, this is the next full-time employee listed immediately after the last full-time employee scheduled to work overtime.
  - c) The remedy for failure to offer required overtime work will be payment for the missed opportunity.
- 18.06** Overtime at the rate of one and one-half (1½) times an employee's hourly rate will be paid for all time worked in excess of eight (8) hours on any one shift, or in excess of 80 hours in a two-week period.
- It is understood that absence by reason of sickness, injury, vacation, holiday, bereavement, or similar authorized absence shall be deemed to be "time worked" for purposes of determining an employee's entitlement to daily overtime.
- 18.07** No employee shall be required to lay-off in regular hours for the purpose of off-setting or circumventing the application of overtime rates of pay.
- 18.08** Every employee who is called back and required to work in an emergency outside of his/her regular working hours shall be paid a minimum of three hours at the applicable overtime rate, upon authorization of the Administrator or his/her designat.
- 18.09** In the event an employee reports without being advised not to report for work, an employee shall be guaranteed four (4) hours' work or a minimum of four (4) hours' pay at his/her regular rate of pay.
- 18.10** Employees shall be paid a shift premium of fifty cents (50¢) per hour for each hour worked outside the normal hours of the day shift, provided that such hours exceed two (2) hours if worked in conjunction with the day shift.
- 18.11** In no event shall overtime or premium compensation be duplicated, compounded or pyramided.
- 18.12** Part-time employees are governed by the provisions of this Article with the exception of clauses 18.01, 18.02, 18.05, 18.08 and 18.11 which shall not apply.

## **ARTICLE 19 - CLASSIFICATIONS AND RATES OF PAY**

- 19.01** The Employer shall classify employees in accordance with the wage schedule (Schedule 1), and pay the wage rates applicable thereto.
- 19.02** The classification titles are descriptive only and employees will be required to perform related or assigned duties.
- 19.03** When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date of the commencement of the new rate established by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with other classifications within the bargaining unit, having regard to the requirements of such classifications.

## **ARTICLE 20 - GENERAL PROVISION**

- 20.01** Special meetings between the Employer and the Union Executive Committee may be called when necessary and as requested by either party. Any meeting so called shall be paid for at the employee's regular rate of pay provided that such time spent is during their regular working hours. Either party shall endeavour to submit in writing, prior to such meetings suggestions and requests which they deem important for discussion. Meetings shall be held as soon as practical.
- 20.02** The OMERS and Canada Pension Plans will continue as presently in accordance with the provisions of the plans.
- 20.03** The Union will have a separate Bulletin Board at Peel Manor, for posting of Union "Meeting" notices, and all other Union notices to require the prior approval of the Home Administrator or his/her designate prior to posting.
- 20.04** Where legislation requires the successful completion of training courses to qualify for, or continue in specific classifications, the Employer will require attendance where and when appropriate and will pay the employee's tuition on one occasion only. Regular pay lost through attendance at such courses shall be paid by the Employer.
- 20.05** Apart from any normal training programs of the ½ or full day type, the Employer may schedule during normal working hours specific in-house training sessions lasting 2 hours or less.
- Where an employee is called in to attend such training sessions, such employee will receive two (2) hours regular pay.
- 20.06** The Employer shall provide an annual clothing allowance of \$150.00 in accordance with the Letter of Understanding attached to this Agreement.
- 20.07** The Employer agrees to continue and to administer a sick leave credit plan in accordance with the Letter of Understanding attached to this Agreement.
- 20.08** The Union and the Employer desire every employee to be familiar with the provisions of this agreement. For this reason, the Employer shall print, on a 50/50 cost-shared basis with the Union, sufficient copies of the agreement in booklet form within (60) calendar days of signing.

**ARTICLE 21 - CONTRACTING OUT**

**21.01** Without restricting its right to determine the methods by which municipal services are to be provided, the Employer agrees that no employee with one or more years of continuous service shall be laid-off or have his/her employment terminated as a result of contracting out work or services of a kind performed by its employees.

**ARTICLE 22 - PERSONNEL FILES**

**22.01** Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Administrator or designate. An employee has the right to request copies of any evaluations in this file.

**22.02** Clearing of Record

Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee after a period of 18 months, provided that there has been no subsequent discipline during the 18 month period.

**ARTICLE 23 - DURATION**

**23.01** This Agreement, which supersedes all previous Agreements, will remain in effect from and including the 1st day of December 2000 to and including the 30th day of November 2003. Notice of amendment or termination may only be given during a period of one hundred and twenty (120) to thirty (30) days preceding the 30th day of November, 2003 or any succeeding anniversary date. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect from year to year thereafter.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer

Signed on behalf of the Union

\_\_\_\_\_  
Kent Gillespie, Regional Solicitor

\_\_\_\_\_  
Bridgette Osborne, Bargaining Committee Member

\_\_\_\_\_  
Bonnie Zerán, Regional Clerk

\_\_\_\_\_  
Ron McFadyen, Bargaining Committee Member

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Janette Smith, Director, Long Term Care

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Paul Jordison, CUPE National Representative

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Laura Nashman, Director, Human Resources

**SCHEDULE 1**

**CLASSIFICATIONS AND RATES OF PAY - PEEL MANOR**

<b>Effective December 1, 2000</b>	<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>
Driver Watchperson/Maintenance Gardener Storekeeper Painter Storekeeper Driver Painter/Gardener	\$14.57	\$15.21	\$15.65
Laundry Aide	\$15.10	\$15.74	\$16.21
Dietary Aide Nursing Attendant I Craftworker Potwasher Seamstress Aide I	\$15.48	\$16.12	\$16.61
Maintenance Person Housekeeping Aide	\$15.52	\$16.21	\$16.64
Adjuvant's Assistant	\$16.07	\$16.72	\$17.24
Nursing Attendant II	\$16.61	\$17.30	\$17.84
Day Program Assistant	\$17.63	\$18.36	\$18.92
Activation Therapist	\$18.43	\$19.21	\$19.80
Chef's Assistant	\$18.98	\$19.79	\$20.39
R. P. N.	\$20.47	\$21.32	\$21.98

<b>Effective December 1, 2001</b>	<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>
Driver Watchperson/Maintenance Gardener Storekeeper Painter Storekeeper Driver Painter/Gardener	\$14.94	\$15.59	\$16.04
Laundry Aide	\$15.48	\$16.13	\$16.62
Dietary Aide Nursing Attendant I Craftworker Potwasher Seamstress Aide I	\$15.87	\$16.52	\$17.03
Maintenance Person Housekeeping Aide	\$15.91	\$16.62	\$17.06
Adjuvant's Assistant	\$16.47	\$17.13	\$17.67
Nursing Attendant II	\$17.03	\$17.74	\$18.29
Day Program Assistant	\$18.07	\$18.82	\$19.39
Activation Therapist	\$18.89	\$19.69	\$20.29
Chef's Assistant	\$19.46	\$20.28	\$20.90
R. P. N.	\$20.98	\$21.85	\$22.53

<b>Effective December 1, 2002</b>	<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>
Driver Watchperson/Maintenance Gardener Storekeeper Painter Storekeeper Driver Painter/Gardner	\$15.31	\$15.98	\$16.44
Laundry Aide	\$15.86	\$16.54	\$17.03
Dietary Aide Nursing Attendant I Craftworker Potwasher Seamstress Aide I	\$16.26	\$16.94	\$17.45
Maintenance Person Housekeeping Aide	\$16.31	\$17.03	\$17.49
Adjuvant's Assistant	\$16.88	\$17.56	\$18.12
Nursing Attendant II	\$17.45	\$18.18	\$18.74
Day Program Assistant	\$18.53	\$19.29	\$19.88
Activation Therapist	\$19.36	\$20.18	\$20.80
Chef's Assistant	\$19.94	\$20.79	\$21.43
R. P. N.	\$21.50	\$22.40	\$23.09

1. Employees possessing accredited certificates recognized by the Province of Ontario while engaged in Nursing Attendant II and Chef's Assistant classifications shall be paid a premium of fifteen cents (\$.15) per hour.
2. Employees while engaged in lead hand classifications shall be paid a Lead Hand premium of forty cents (\$.40) per hour effective December 1, 1989. Lead Hands shall be required to undertake and perform various and miscellaneous duties as assigned by their supervisor. Lead Hands are not vested with authority to dispense disciplinary measure of actions, hire or discharge. A Lead Hand may be required to supervise the needs of the section or unit during the temporary absence of the supervisor.

Whenever a lead hand position is required to be filled it shall be posted in accordance with the provision of Article 12.



**APPENDIX B**

**AGREEMENT AND UNDERTAKING**

In consideration of the payment to me by Sun Life Assurance Company of Canada of Disability Income benefits under Group Contract 25038, Certificate Number \_\_\_\_\_ with respect to my total disability claim which commenced on \_\_\_\_ (date) \_\_\_\_ I do hereby undertake to repay the total of such benefits, or such portion thereof as circumstances may require to Sun Life Assurance Company of Canada, should the Workplace Safety and Insurance Board accept liability and pay Workplace Safety and Insurance Board Benefits for my total disability claim.

I hereby authorize the Workplace Safety and Insurance Board to reimburse the Sun Life Assurance Company of Canada from any such Workplace Safety and Insurance Board benefits to the extent of the amount of disability income benefits paid.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2002 \_\_\_\_\_

Witness \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

W.S.I.B. Claim File No. \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Sick Leave Credit System**

This Letter will confirm the understanding reached by the parties with respect to leave for illness for those employees on the Sick Leave Credit Day System.

- 1. Sick Leave Credits shall accumulate at the rate of 1½ days for each and every full calendar month of employment. There shall be no limit to the amount of sick leave credits an employee may accumulate.

Note: A full calendar month of employment shall be one where an employee is employed on all working days in the month and is not absent from his/her duties other than on account of illness, accident recognized by the Workplace Safety and Insurance Board, vacation or personal leave of absence for five working days or less in the calendar month.

- 2. When an employee is absent due to illness, the days absent shall be deducted from the accumulated sick leave credits. If the sick leave credit of any employee is exhausted during an illness, remuneration shall cease unless continuance of such remuneration is authorized by the Employer.
- 3. The Employer reserves the right to ascertain the validity of claims made under this leave for illness plan. Employees may be required to substantiate any absence for illness claim by the submission of the attending physician's certificate of illness. Absence from employment due to maternity shall not be covered by this Sick Leave Plan.
- 4. Absence due to an accident which is payable under the Workplace Safety and Insurance Act shall not be deducted from accumulated sick leave credits, nor shall any sick leave pay be paid where an employee received benefits from the Workplace Safety and Insurance Board.
- 5. Sick Leave Credits due to an employee shall be payable only at retirement at the normal retirement age, or:
  - a) When an employee with fifteen (15) years or more of continuous service terminates employment, or;
  - b) In the event of death of the employee prior to retirement, to the beneficiary.

The cash surrender value in these circumstances shall be that amount of wages or salary equal to one-half (½) the number of sick leave credits accumulated. In any event, this cash surrender value shall not exceed one-half (½) year's earnings at the rate received by the employee immediately prior to qualifying for a cash surrender value.

- 6. Subsequent to December 31 of each year, employees will receive a memorandum from Payroll stating the number of days of accumulated sick leave credit.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer

Signed on behalf of the Union

\_\_\_\_\_  
Kent Gillespie, Regional Solicitor

\_\_\_\_\_  
Bridgette Osborne, Bargaining Committee Member

\_\_\_\_\_  
Bonnie Zeran, Regional Clerk

\_\_\_\_\_  
Ron McFadyen, Bargaining Committee Member

\_\_\_\_\_  
Janette Smith, Director, Long Term Care

\_\_\_\_\_  
Paul Jordison, CUPE National Representative

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Laura Nashman, Director, Human Resources

**LETTER OF UNDERSTANDING**

**Uniform Allowance**

This letter will confirm the understanding reached by the parties with respects to the matter of uniform allowance for Peel Manor employees on jobs where they are required to wear a uniform.

1. The uniform allowance payment which covers the period June 1 to May 31 will be paid in a lump sum and issued in June of each year in accordance with the schedule below.
2. Effective June 1, 2003 all full-time employees shall receive a uniform allowance in accordance with the schedule below.

**Payment Schedule**

	<u>Full-Time</u>	<u>Part-Time</u>
Completed 12 continuous months service	\$ 150.00	\$ 75.00
11 months but less than 12 months	\$ 137.50	\$ 68.75
10 months but less than 11 months	\$ 125.00	\$ 62.50
9 months but less than 10 months	\$ 112.50	\$ 56.25
8 months but less than 9 months	\$ 100.00	\$ 50.00
7 months but less than 8 months	\$ 87.50	\$ 43.75
6 months but less than 7 months	\$ 75.00	\$ 37.50
5 months but less than 6 months	\$ 62.50	\$ 31.25
4 months but less than 5 months	\$ 50.00	\$ 25.00
3 months but less than 4 months	\$ 37.50	\$ 18.75
2 months but less than 3 months	\$ 25.00	\$ 12.50
1 months but less than 2 months	\$ 12.50	\$ 6.25
less than 1 month	nil	nil

- NOTE: 1) For purposes of computing eligibility for uniform allowance, the uniform allowance period shall end on May 31st.
- 2) In order for an employee to be credited with Service for purposes of uniform allowance, the employee must have worked at least one day in the calendar month.
  - 3) All part-time staff shall receive 50% of the prescribed uniform allowance in accordance with the schedule above.

LETTER OF UNDERSTANDING

Uniform Allowance

- 4) New employees starting between the 1st - 15th of the month will receive credit for the payment for the full month. Employees starting after the 15th of the month will be eligible to receive uniform allowance beginning the following month.
- 5) Uniform clothing must be worn by employees unless permission has been obtained from the employee's supervisor to excuse the wearing of uniform dress.
- 6) Each employee is personally responsible for ensuring that uniform dress is presentable in appearance at all times, i.e. clean and in good repair.
- 7) An employee has the option of selecting their own material colour and style of uniform wear.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer

Signed on behalf of the Union

\_\_\_\_\_  
Kent Gillespie, Regional Solicitor

\_\_\_\_\_  
Bridgette Osborne, Bargaining Committee Member

\_\_\_\_\_  
Bonnie Zeran, Regional Clerk

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Ron McFadyen, Bargaining Committee Member

\_\_\_\_\_  
Janette Smith, Director, Long Term Care

\_\_\_\_\_  
Paul Jordison, CUPE National Representative

\_\_\_\_\_  
Laura Nashman, Director, Human Resources

**LETTER OF UNDERSTANDING**

**Scheduling Practises**

The Parties agree to establish a Committee to meet for the purpose of examining part-time scheduling practises. The Committee shall consist of the two (2) Divisional Vice-Presidents, the two (2) Administrators, and the Labour Relations Specialist. Up to two (2) additional resource persons representing each of the Parties may be called upon to assist the Committee.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer

Signed on behalf of the Union

\_\_\_\_\_  
Kent Gillespie, Regional Solicitor

\_\_\_\_\_  
Bridgette Osborne, Bargaining Committee Member

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Bonnie Zeran, Regional Clerk

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Ron McFadyen, Bargaining Committee Member

\_\_\_\_\_  
Janette Smith, Director, Long Term Care

\_\_\_\_\_  
Paul Jordison, CUPE National Representative

\_\_\_\_\_  
Laura Nashman, Director, Human Resources

**LETTER OF AGREEMENT**

Between

**THE REGIONAL MUNICIPALITY OF PEEL**

and

**CUPE LOCALS 966**

This letter will confirm the understanding reached between the Parties.

1. Effective upon ratification of this agreement, the parties agree to establish a joint efficiency and productivity committee comprised of two (2) Employer Representatives and two (2) Union Representatives.
2. The Mandate of this Committee is to examine the current operations, to improve efficiency and productivity of the operation, reduce cost of current operations, improve customer service, and to develop recommendations to be submitted to Divisional Director for consideration.
3. The Committee will establish a process to effectively involve all employees in the Committee's work, including representatives and members of other Bargaining Units.
4. Time spent in Committee shall be considered time worked by its members.
5. The Committee shall have access to operational and financial information as is necessary to meet its Mandate.
6. The Committee will meet quarterly or as may be agreed by the committee. Recommendations of the Committee shall be made by consensus and shall be directed to the Divisional Director for consideration.
7. There shall be co-chairpersons, one appointed by the Employer and one by the Union. Minutes shall be kept of all meetings. The Divisional Director will respond in writing to all recommendations submitted by the Committee.

IN WITNESS HEREOF, each of the parties has caused this letter to be signed by its duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer

Signed on behalf of the Union

\_\_\_\_\_  
Kent Gillespie, Regional Solicitor

\_\_\_\_\_  
Bridgette Osborne, Bargaining Committee Member

\_\_\_\_\_  
Bonnie Zeran, Regional Clerk

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Ron McFadyen, Bargaining Committee Member

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Janette Smith, Director, Long Term Care

\_\_\_\_\_  
Paul Jordison, CUPE National Representative

\_\_\_\_\_  
Laura Nashman, Director, Human Resources

**Letter of Understanding**  
**Staff Scheduling/Vacation**

The parties set out the following Vacation Scheduling Protocol to be used at Peel Manor and Sheridan Villa.

**POLICY**

Requests for vacation should be submitted before deadline dates. Vacations will be granted according to the current schedule of the CUPE contracts.

**PURPOSE**

1. To ensure that vacations are taken in an equitable manner.
2. To ensure adequate coverage of all workstations.
3. To ensure that staff take vacation entitlement due to them.

**PROCEDURE**

1. Management will determine the number of full-time and part-time staff who will be on vacation at any one time. Adequate staff coverage of all workstations must be maintained. Overtime will not be used to cover for vacation time.
2. The selection of vacation dates, where practicable, will be granted on the basis of seniority for all requests submitted prior to the applicable deadline. (This is in accordance with Article 15.04 of the CUPE contracts).
3. All vacation requests are to be written on a Request for Leave form and submitted to the department Supervisor within the specified deadline dates. Forms are available from the Supervisor or business office.
4. REQUEST SUBMISSION DEADLINES FOR VACATIONS IN THE MONTH OF  

December 15	February 1 – to – May 31
March 15	June 1 – to – September 30
August 15	October 1 – to – January 31
5. A response to a vacation request will be given two weeks after the deadline date for submission. The response will be indicated on the Request For Leave form.
6. Special requests submitted prior to the applicable deadline will be dealt with on an individual basis.
7. Requests submitted after the deadline may be considered if adequate coverage is available. These will be granted on a first come, first serve basis.
8. Emergency situations will be dealt with on an individual basis.
9. Vacations shall not be cumulative from year to year. An employee shall not omit vacations. However, an employee may request in writing that a maximum of five (5) days vacation entitlement be forwarded into the next vacation year.
10. Vacations cannot be taken in advance of being earned.
11. Vacations are not normally granted between December 15 and January 2 in order to give all staff time off at Christmas or New Year's.
12. For pre-payment of vacation entitlement please see Appendix A of the CUPE contracts.

IN WITNESS HEREOF, each of the parties has caused this letter to be signed by its duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer

Signed on behalf of the Union

\_\_\_\_\_  
Kent Gillespie, Regional Solicitor

\_\_\_\_\_  
Bridgette Osborne, Bargaining Committee Member

\_\_\_\_\_  
Bonnie Zeran, Regional Clerk

\_\_\_\_\_  
Ron McFadyen, Bargaining Committee Member

\_\_\_\_\_  
Janette Smith, Director, Long Term Care

\_\_\_\_\_  
Paul Jordison, CUPE National Representative

\_\_\_\_\_  
Laura Nashman, Director, Human Resources

**Letter of Agreement**

**BETWEEN:**

**The Regional Municipality of Peel (SHERIDAN VILLA AND PEEL MANOR)**

**- and -**

**The Canadian Union of Public Employees  
Locals 966**

This letter will confirm the understanding reached between the parties:

1. Employees who are off work and collecting Weekly Indemnity benefits and who are returned to work under modified duties will not receive less than an amount of 66 2/3rds percent of their "basic weekly earnings", as that term is defined in Article 17.01 (e) of the collective agreement.
2. The parties agree to use the current Article 13 protocol as the vehicle to return workers to work as soon as possible after a non-work related illness or injury.
3. This understanding will become effective after the employer makes the necessary changes to coverage provided by its Insurance Carrier. Notwithstanding the above, this understanding will be implemented within three (3) months after full ratification of the collective agreement.
4. For greater clarity, Article 13.02 shall be interpreted to include the Region's Insurance Carrier as the case may be, Article 13.03 shall be interpreted to include non-work related illness as the case may be and Article 13.05 shall be interpreted to include the Region's Insurance Carrier as the case may be.

IN WITNESS HEREOF, each of the parties has caused this letter to be signed by its duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer

Signed on behalf of the Union

\_\_\_\_\_  
Kent Gillespie, Regional Solicitor

\_\_\_\_\_  
Bridgette Osborne, Bargaining Committee Member

\_\_\_\_\_  
Bonnie Zeran, Regional Clerk

\_\_\_\_\_  
Ron McFadyen, Bargaining Committee Member

\_\_\_\_\_  
Janette Smith, Director, Long Term Care

\_\_\_\_\_  
Paul Jordison, CUPE National Representative

\_\_\_\_\_  
Laura Nashman, Director, Human Resources

**Letter of Agreement  
Between  
The Regional Municipality of Peel  
And  
CUPE Local 966 - Sheridan Villa & Peel Manor**

1. The Employer and the Union agree to the formation of a "Pay Equity Maintenance Committee" (hereinafter referred to as "the Committee") whose purpose will be to maintain pay equity for the employees of the bargaining unit on a total compensation basis as defined by the Pay Equity Act. The parties shall within ninety (90) days of full ratification of this agreement, establish the Pay Equity Maintenance Committee.
2. The Committee will be comprised of two members from CUPE 966 – Peel Manor and two members from CUPE Local 966 – Sheridan Villa and an equal number of members provided by the Employer.
3. The Committee will determine the Job Evaluation tools including the Questionnaire, the Job Evaluation Questionnaire Administration Guide and factor weightings. The Committee shall be supplied with all relevant job documentation, existing job descriptions, job specifications, ratings and evaluation results, where they exist.
4. No classification shall have its rate of pay reduced because of any new evaluation and/or Pay Equity maintenance.
5. Nothing in this letter of agreement shall be interpreted as barring either party to this agreement from engaging consultants/advisors as representatives of either party to the Committee. They shall function as Consultants/Advisors with voice but no vote, and shall not sit as members of the Committee. Either party wishing to have a consultant/advisor present for a Committee meeting, shall provide thirty (30) days notice of their intent to invite their consultant/advisor to the meeting.
6. Should a disagreement occur, the matter shall be referred to a single arbitrator, who shall be jointly selected by the parties to this agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. Documentation provided to the Arbitrator shall include Job Evaluation documents such as job descriptions, job postings, job specifications, the Job Evaluation Questionnaire Administration Guide, and any other pertinent information. The arbitrator's fees and expenses shall be determined in advance and shall be borne equally by both parties. Should the parties be unable to agree on a single arbitrator within ten (10) working days of either party's notice to arbitrate, the matter shall be forwarded to the Pay Equity Commission for resolution.
7. The employer shall release without loss of regular pay or benefits or seniority, the representatives named by the Union to attend sessions of the Committee.
8. The implementation of any pay equity changes shall be in accordance with the Pay Equity Act of Ontario.

IN WITNESS HEREOF, each of the parties has caused this letter to be signed by its duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer

Signed on behalf of the Union

\_\_\_\_\_  
Kent Gillespie, Regional Solicitor

\_\_\_\_\_  
Bridgette Osborne, Bargaining Committee Member

\_\_\_\_\_  
Bonnie Zeran, Regional Clerk

\_\_\_\_\_  
Ron McFadyen, Bargaining Committee Member

\_\_\_\_\_  
Janette Smith, Director, Long Term Care

\_\_\_\_\_  
Paul Jordison, CUPE National Representative

\_\_\_\_\_  
Laura Nashman, Director, Human Resources

**Letter of Agreement**

**Between**

**The Regional Municipality of Peel**

**and**

**The Canadian Union of Public Employees and its Local 966 – Peel Manor**

1. At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Articles 7 and 8 and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral 3<sup>rd</sup> party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
2. The parties will establish a list of four (4) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fees of the mediator.
3. The mediation session will be attended by maximum of five (5) representatives from the Union and the grievor(s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
4. Once the parties have agreed in writing to mediate a grievance the session shall commence within sixty (60) calendar days. If the appointed mediator is unavailable within 60 days of the appointment then the appointment will be given to the next mediator in turn. In addition, should any of the applicable parties be unavailable to attend within this sixty (60) day period, then they shall appoint a substitute to attend.
5. Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session. There shall be no use of legal counsel or witnesses for this mediation process. Any evidence which either party wishes to submit will be given to the other party at least three (3) days prior to the mediation session. For the purposes of this article, day shall be defined as any day from Monday to Friday inclusive, excluding holidays.
6. Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
7. The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session shall be without loss of regular pay or benefits.
8. Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.

IN WITNESS HEREOF, each of the parties has caused this letter to be signed by its duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of the Employer

Signed on behalf of the Union

\_\_\_\_\_  
Kent Gillespie, Regional Solicitor

\_\_\_\_\_  
Bridgette Osborne, Bargaining Committee Member

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Bonnie Zeran, Regional Clerk

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Ron McFadyen, Bargaining Committee Member

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Janette Smith, Director, Long Term Care

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Paul Jordison, CUPE National Representative

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Laura Nashman, Director, Human Resources