



## **COLLECTIVE AGREEMENT**

**between:**

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

**- and -**

**Unifor - CANADA AND ITS LOCAL 1106**

**Covering:**

**FULL-TIME BARGAINING UNIT EMPLOYEES  
- and -  
PART-TIME BARGAINING UNIT EMPLOYEES**

**EXPIRY DATE: December 31, 2015**

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## **ARTICLE 1 - GENERAL PURPOSE**

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

## **ARTICLE 2 - UNION RECOGNITION**

FT only    2:01        The Employer recognizes the Union as the sole collective bargaining agent for: all full-time employees who are employed at the Sunnyside Home at Kitchener, hereinafter called the "Home" save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, administrative assistant, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period, or registered at a recognized education institution.

2:02        This Agreement shall not apply to residents of the Home who perform services as therapy, provided however, that the use of residents as outlined above shall not be used to reduce the number of staff or interfere with the working conditions or the jobs of the employees covered by this Agreement.

2:03        The Employer will supply the Union office, and the Union Committee members with a list of managers and

members of the Management Committee and other persons with authority. The list will be adjusted as required and copies will be submitted to the Union office and the Union Committee members.

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

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

- 3:01 The Union acknowledges that it is the exclusive function of the Employer to: Order, discipline and efficiently govern the conduct of employees, establish and enforce reasonable rules and regulations necessary therefore

but such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations or making new rules and regulations the Employer will inform the Union Committee of such alterations or changes.

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

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

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

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

- 5.01 The Union shall elect or otherwise select a Union Committee composed of not more than five (5) members and the Employer will recognize the said Committee for the purpose of handling any grievances

or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including negotiations for or renewal of any Agreement.

- 5.02 The Union shall elect or otherwise select seven (7) full time and two (2) part time Stewards.
- 5.03 It is agreed that a Union representative shall have reasonable access to the Employer's premises and may be present with the Union Committee at any meeting with the Employer's representatives.
- 5.04 The Union agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and that only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such persons during working hours.
- 5.05 Before leaving their regular work to take up duties on behalf of the Union, the Union Committee member or Steward will request permission of the Supervisor before leaving their work and will report back to their Supervisor upon resuming their regular duties. Such permission will not be unreasonably withheld.
- 5.06 In accordance with this understanding the Employer will compensate such employees for the time spent on the Home premises on Union business during working hours at their regular rate of pay. This will also apply to conciliation or arbitration proceedings on or off the Home premises.
- 5.07 The Union agrees to supply the Employer with the



names of the Stewards and Union Committee members and will keep such list up to date at all times.

- Ft only      5.08      Four (4) hours with pay per week is to be granted to the Chairperson of the Union Committee for the purpose of conducting Union business. Such time shall be spent on the Home premises at a mutually agreed upon time during the Chairperson's regular working hours and shall be paid at the regular rate of pay.
- Ft only      5.09      The Employer shall recognize a Union Chairperson who will be assigned to the day shift unless mutually agreed otherwise. This would be accomplished by utilizing the method agreed to for bumping in the layoff language in this agreement. The employees affected shall be provided with three months notice of the change. At the conclusion of the union chairperson's term, he or she will be returned to his or her previous shift and position, unless agreed otherwise by the parties.
- 5.10      The Employer shall grant the President of the Local Union and the National Representatives of the Union and their designates entry into the facility upon proper notification.

## **ARTICLE 6 - COMPLAINT PROCEDURE**

- 6:01      It is the mutual desire of the parties hereto that complaints of the Employer or the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until the employee has first given the immediate Supervisor an opportunity of adjusting the complaint.

- 6:02 If an employee has a complaint, the employee may, directly or through a Steward, discuss it with the immediate Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. If a settlement satisfactory to the employee concerned is not reached within five (5) working days, a grievance may be lodged by the employee within five (5) working days following the reply of the immediate Supervisor.
- 6:03 An employee shall have the right to a Steward or an alternative on any occasion when disciplinary action is taken or discussed.

## **ARTICLE 7- GRIEVANCE PROCEDURE**

### 7:01 Definition

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

### 7:02 Procedure

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

#### Step 1

The aggrieved employee shall present the grievance in writing (on a standard form approved by the Employer and completed as indicated on the form) to the

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

### Step 2

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

7:03 No grievance shall be considered which has not been carried through the steps of the grievance procedure within the various time limits.

7:04 A Saturday, Sunday, a Statutory Holiday or employee's scheduled vacation days within the meaning of this Agreement or an aggrieved employee's day off shall be excluded in computing the time limits within which a

Step is taken under the grievance procedure of this Agreement.

#### 7:05 Group Grievance

Where more than two employees have a common or similar complaint, it may be processed as a Group Grievance which shall commence, as in Article 6:02, within ten (10) working days after the circumstances giving rise to the complaints have originated or occurred. Thereafter it may be processed through the grievance and arbitration procedures.

7:06 The time limits fixed in both grievance and arbitration procedures, may be extended by mutual consent, in writing, of the parties to this Agreement.

### **ARTICLE 8 - ARBITRATION**

**8:01 a)** If either party requests that a grievance be submitted to arbitration the request shall be in writing addressed to the other party to the Agreement. The parties shall forthwith appoint a single arbitrator to hear the grievance, in rotation, from a panel of six (6) arbitrators as listed below:

Ian Springate  
Brian Keller  
William Kaplan  
Kevin Whitaker  
Wesley Raynor  
Susan Stewart

b) If either party wishes to have a grievance concerning

termination submitted to a Board of Arbitration, they will so advise the other party within twenty (20) working days of the notice referring the matter to arbitration. The sole arbitrator who would otherwise hear the grievance as per 8:01 a) shall chair a three person Board of Arbitration. The parties shall appoint their nominee to the Board within ten (10) working days of confirmation of the chair.

- 8:02 After an arbitrator has been appointed, but before the arbitration has commenced, the parties may mutually agree to have an independent, neutral third party, mediate a settlement of the grievance and the parties shall co-share any cost of such mediation.
- 8:03 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure within the time limits in the manner provided.
- 8:04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8:05 Each of the parties shall pay the expense of their own nominee and/or one-half of the fees and expenses, if any, of the arbitrator.
- 8:06 The Board of Arbitration or sole arbitrator shall have no power to alter or change any of the provisions of this agreement or to substitute any new provisions for existing provisions nor to deal with any matter not covered by the agreement.

- 8:07 The decision of any Board of Arbitration or sole arbitrator shall be consistent with the terms and provisions of this Agreement.
- 8:08 Proceedings before the Arbitrators shall be expedited by the parties hereto. The decision of the Board of Arbitration or sole arbitrator shall be final and binding on both parties to this Agreement.
- 8:09 Any grievance involving the interpretation or application of this Contract which has been disposed of hereunder shall not be made the subject of another grievance.
- 8:10 At any stage of the complaint or grievance procedure, including arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration or the sole arbitrator to have access to any part of the Home to view any working condition which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Home.
- 8:11 If during the course of the Collective Agreement an Arbitrator listed in 8.01a) is unable to accept appointments or remain on the list, the parties shall meet and decide whether or not that Arbitrator needs to be replaced and how that shall be done, if required, and taking into account the processes set out above.
- 8.12 If both parties are in agreement, to expedite the arbitration process, all arbitrators listed in 8.01a) will be canvassed for the earliest possible date.

## **ARTICLE 9 - POLICY GRIEVANCE**

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

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

- 10:01 The Union Committee and the Employer shall meet at a time mutually agreed upon providing there are matters arising out of the Agreement for discussion in which case a meeting will be arranged if one party notifies the other by letter as to the matters for discussion. It is not the intent of this provision to replace or circumvent the complaint or grievance procedure in this Collective Agreement.
- 10:02 An in-house Union-Management Planning Committee shall meet to deal with issues arising from the Collective Agreement or otherwise which would not be dealt with through the complaint, grievance or negotiating process.

Terms of Reference shall be established below:

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

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

- 11:01 a) A claim by an employee that the employee has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator of the Home or the Administrator's designate within five (5) working days after the employee has received the notice. Such grievance will be taken up at a special



meeting with the Management Committee within ten (10) working days following the Administrator's receipt of such grievance.

- b) Written notice of the suspension or discharge shall be given to the employee or forwarded by registered mail to the last known address on file with the Employer. A copy of the suspension or discharge notice shall be given or mailed to the Chairperson of the Union Committee.

11:02 Such special grievances may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with or without compensation or in such other manner as is deemed just and equitable in the opinion of the conferring parties. Such compensation, however, shall not exceed the amount which the employee would normally have earned, calculated on standard time during the period of discharge or suspension.

11:03 Failing settlement of such special grievance under the foregoing procedure the grievance may be referred to arbitration for final and binding settlement upon the parties if the request is made in writing within ten (10) working days after the grievance has been dealt with at such special meeting.

11:04 Management personnel, when imposing disciplinary action for a current incident, will not take into account any prior infractions which occurred more than fifteen (15) months previous to such incident. When the incident involves resident abuse, Management personnel will not take into account any prior infractions

which occurred more than **twenty-four(24)**months previous to such incident. If a leave of absence in excess of one (1) month has occurred, the time frame noted above will be delayed by the length of the leave.

- 11:05 An employee shall, upon request, be granted the opportunity to view the employee's personal/personnel file.

## **ARTICLE 12 - UNION SECURITY**

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

- 12:01 All employees covered by this Agreement shall have Union dues deducted bi-weekly as a condition of employment.
- 12:02 All present employees who are members of the Union covered by this Agreement shall remain members in good standing for the duration of their employment as a condition of employment.
- 12:03 All new employees covered by this Agreement who voluntarily become members of the Union after three (3) weeks of employment shall remain members in good standing for the duration of their employment as a condition of employment.
- 12:04 It is further agreed that the Employer will notify the Union office in writing every three months, of the names, addresses, telephone numbers and classifications of all new employees hired the previous quarter who are subject to this Agreement. The Employer agrees to

inform new employees a collective agreement is in effect and to further provide the new employee with a copy of the collective agreement. A Representative of the Union shall be given an opportunity to interview each new employee within their regular working hours and without loss of pay for a maximum of fifteen (15) minutes for the purpose of providing union orientation. Such time shall be provided to the union in conjunction with the new employee's orientation period. The union will be advised in advance of when orientation is to occur.

- 12:05 The Employer agrees during the lifetime of this Agreement to deduct Union dues bi-weekly and to remit same not later than the 15th day of the following month to the Financial Secretary of the Local Union. The Employer shall when remitting such dues, name the employee and the amount of dues deducted.
- 12:06 New employees shall have deductions for Union dues made from the first pay of the month following completion of three (3) weeks employment.
- 12:07 The Union shall save the Employer harmless with respect to all dues so deducted and remitted.
- 12:08 Deductions covering Union dues shall be shown on T-4 slips issued annually to employees.
- 12:09 The national union office (staff representative) will be sent the names and addresses of current employees on an annual basis.

## **ARTICLE 13 - SENIORITY**

13:01 Seniority is defined as length of continuous service and will be acquired when an employee has completed a probationary period of sixty (60) calendar days of service or three hundred and thirty seven and one half (337.5) hours worked, whichever is the greater. The probationary period can be extended by mutual agreement in writing between the management of Sunnyside Home and the union.

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

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

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

Ft&Pt 13:04 A Full-Time Seniority list containing the names of employees will be posted on the official Union bulletin

board in December of each year. Employees will have sixty (60) calendar days from the date on the seniority list to notify the Commissioner, Human Resources, in writing, of any errors, etc., to changes and/or additions, noted since the previously posted list.

13:05      The Employer will supply the Union Committee members and Stewards with three (3) copies of the seniority list as well as forwarding a copy to the local Union office.

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

- a)      voluntary resignation or retirement; or,
- b)      discharge for cause not reversed through operation of the grievance and arbitration procedures; or
- Ft only      c)      continuous non-employment, including layoff, authorized leave of absence, excluding sickness or accident, for a period of time equal to the length of seniority at the time of the layoff, authorized leave of absence, excluding sickness or accident, but not for less than eighteen (18) nor more than thirty (30) months; unless medical information indicates that a return to work is possible. In this case, the Employer will accommodate the employee to the point of undue hardship. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- d)      failure to signify intention to return to work after recall

from layoff within three (3) working days following proper notification by the Employer by registered or certified mail sent to the employee at the last address provided by the employee to the Employer or failure to return to work after an additional five (5) working days following such notification.

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

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

- e) Absence from work without a reasonable excuse for a period of three (3) working days. **The Employer agrees to try to contact the employee within the three (3) day period mentioned above.**
- f) is transferred to a permanent position outside.

13:07(a) Part-time employees who become full-time employees without interruption of continuous service, shall receive seniority credit for their continuous part-time service on a pro-rata basis to the nearest even full month, but such credit shall not apply to reduce the waiting periods required by the insurance carriers for eligibility to participate in the benefit plans referred to in Article 24.

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

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

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

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

Ft only

13:08

Continuation of Benefits (Except Long-Term Disability Benefit)

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

- 13:09 Employees who are successful applicants to temporary positions outside the **Unifor** bargaining units shall not be a part of the **Unifor** bargaining units while so assigned. Upon their return to the bargaining unit, such employees shall be given full credit in their seniority standing for the time spent in the temporary position in addition to their seniority credit in the unit.
- 13.10 The Chairperson of the local executive shall be the last person laid off during their term of office, as long as work is available, for which they already possess the necessary skills, qualifications, abilities and competence to perform without training.

## **ARTICLE 14 - HOURS OF WORK**

- Ft only 14:01 The normal hours of work for full-time employees shall be thirty eight and three quarters (38.75) hours per week with a seven and three quarters (7.75) hour daily shift with a twenty (20) minute paid meal break allowed on each full shift, except for the Dietary Department whose hours of work shall be mutually arranged.
- 14:02 Employees working a seven and three quarter (7.75) hour shift shall have two fifteen (15) minute breaks. The first break shall be unpaid time and the second break shall be paid time. Where employees are working shifts other than the normal seven and three quarter (7.75) hour shift, breaks will be provided in accordance with Appendix "C" which is hereby made part of this Agreement.
- 14:03 It is understood that an employee may be required to



work more than five (5) days continuously to provide for consecutive days off.

- 14:04 In the event it becomes necessary to alter the previously posted start time of an employee's shift so that the actual start time is sooner, there shall be at least sixteen (16) clear hours afforded the employee before the start of the rescheduled shift. Otherwise all hours worked between the start of the shift and the time which represents the sixteen (16) hours off shall be paid for at the rate of time and one half (1-1/2) the employee's regular rate of pay. All other hours in that shift shall be paid at the regular rate.
- 14:05 The Employer shall make every reasonable effort to arrange shift schedules in order that an employee will be allowed every second weekend off. Schedules of work shifts shall be posted at least two (2) weeks in advance of the current work period and remain posted for the duration of the schedule. Employees shall be advised of any changes in the posted schedule within thirty (30) hours of the shift commencing.
- 14:06 The Employer agrees to recognize a committee of one (1) full time and one (1) part time union member elected or appointed to form a scheduling committee. The function of the committee will be to review scheduling concerns as raised by either party that have been reviewed/discussed with the manager prior to submission to the scheduling committee. The committee will meet upon request of either party, and such request shall not be unreasonably denied. Committee members shall be paid the regular wage rate for all time spent in such meetings. It is understood that

the intent of this clause is in no way meant to infringe on management's right to schedule consistent with the collective agreement. A copy of any new schedules will be provided to the committee prior to implementation when such changes affect greater than 25% of a department.

14:07 Call-in

Where call-in is requested within one-half (½) hour of the starting time of the shift, and the employee commences work within one (1) hour of call-in, then the employee will be paid as if the entire shift had been worked.

14.08 For the purposes of defining a day, a day will begin at 2300 hours and end at 2300 hours the subsequent day.

14.09 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for all hours worked as a result of the time change at straight time, unless otherwise eligible. Overtime will not be paid for additional hours worked as a result of the time change.

## **ARTICLE 15- PREMIUM PAY**

15:01 The Employer agrees to pay to all employees an off shift premium of seventy cents (.70) per hour for all hours worked when the majority of the hours so worked fall between four p.m. of one day and five a.m. the next day.

15:02 When an employee is assigned to relieve in a supervisory position for more than four (4) hours on a

continuous basis the employee shall be paid a lead hand premium of ten (10%) percent in addition to the employee's regular rate for all hours worked while so assigned.

- 15:03 An employee called on to perform duties in a higher rated, non-supervisory category for two hours or more in a shift shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category, that is, next above the employee's own rate.

Upon management's verification of previous experience in the higher rated position, the employee shall be paid at the appropriate rate in the higher category.

- 15:04 Authorized maintenance employees scheduled for Stand-by call shall receive two hundred and five (\$205) per week, Tuesday to Tuesday, plus twenty-nine dollars (\$29.00) per day extra for any specified Holiday occurring in the specified period.

**Employees on stand by call who are called in to perform emergency work after having left work up until one (1) hour before the employee's next regular scheduled shift shall be paid a minimum of two (2) hours at time and one half.**

Where an employee was scheduled to be on stand-by call, spends time on the telephone resolving an issue, he/she shall be paid at straight time in 15 minute increments to a maximum of one hour of pay.

- 15.05 Upon exhaustion of the call in process, an R.P.N. shall receive a premium of \$3.00/hour under the following conditions:
- 1) the shift is on days or evenings AND
  - 2) where the schedule calls for two RPN's AND
  - 3) the RPN is responsible for more than one house

This premium and overtime shall not pyramid under any circumstances.

- 15.06 Fifty (50) cent weekend premium for working on weekend off only, not on regularly scheduled shift.

## **ARTICLE 16- OVERTIME**

Ft only      16:01 Overtime which must be authorized shall be paid at the rate of one and one-half (1-1/2) times the employee's equivalent hourly rate for the actual overtime worked in excess of the normal hours of work as set out in Article 14.

16:02 It is understood that employees who work overtime will not be required to take time off in lieu of pay for the actual overtime work but may elect to receive time off in lieu at the rate of one and one-half (1-1/2) the actual overtime worked.

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

Any meetings which place the hours of work in excess

of the thirty eight and three quarters (38.75) hours per week will be considered to be at overtime rates.

A maximum of seventy seven and one half (77 ½) hours of lieu time shall be accumulated in a calendar year. Lieu time in excess of seventy seven and one half (77 ½) hours will be paid at the appropriate rate.

- Ft only      16:03      In the case of a change in an employee's schedule at the request of the Employer with less than twenty-four (24) hours notice the employee affected shall be paid time and one-half (1-1/2) of the employee's regular straight time hourly rate only for the first shift of the new schedule. Such premium shall not apply when the change is requested by an employee and consented to by the Employer.
- 16.04      Overtime and shift premium payments shall not pyramid under any circumstances.
- 16.05      If an employee is required by the Employer, without prior notice to work at least two (2) hours overtime immediately following a seven and three quarters (7.75) hour shift, the employee will be provided with a free meal.
- 16.06      Employees on vacation and/or banked lieu time are not considered available for overtime until they return to work after their vacation and/or banked lieu time period except under emergency conditions.
- 16.07      Switches that would normally result in overtime are able to be approved by management if both parties to the switch agree to be paid at straight time rates for the

switched shift.

## **ARTICLE 17- PAID HOLIDAYS**

Ft only      17:01      **Every employee will be credited with pay computed at straight time for each of the following holidays. A 7.75 hour lieu day for each specified holiday referenced in Article 17.01 shall be placed in a lieu bank at the beginning of the calendar year to be used throughout the year by employees. Any lieu days not used within the calendar year will be paid to employees on or before the second pay in January. Employees hired on or after January 1st of each year or who are on approved leave for any reason more than forty-five (45) calendar days will have their specified holidays prorated for that year. However, when employment terminates before the end of the calendar year, any unearned specified holiday time already taken will be deducted from the employee's final pay.**

New Year's Day  
Good Friday  
Victoria Day  
Civic Holiday  
Thanksgiving Day  
Christmas Day

Family Day  
Easter Monday  
Canada Day  
Labour Day  
Remembrance Day  
Boxing Day

Ft only      17:02      In order to qualify for holiday pay an employee must work the regular scheduled work day immediately preceding and immediately succeeding a holiday unless excused because of illness or other reasonable excuse.

Ft only      17:03      An employee who is required to work on any of the holidays will receive pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday.

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

**17:04      Paid Holidays**

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

It is the intent of the parties that employees receive premium pay/compensation for a paid holiday on either the actual holiday, or the designated holiday, but not for both days.

Any employee who works in excess of 7.75 hours on a paid holiday shall continue to receive the premium rates specified in this article for all additional hours worked.

## **ARTICLE 18 - VACATIONS**

- Ft only      18:01      Subject to Article 18:09, all employees with less than one (1) year of continuous service as of May 31st shall receive one (1) day of vacation for each month of continuous service up to a maximum of two (2) weeks vacation with pay and all employees who have more than one (1 ) year of continuous service but less than three (3) years of continuous service as of May 31 st shall receive two (2) weeks vacation with pay.
- Ft only      18:02      Subject to Article 18:09, all employees who have completed three (3) years or more of continuous service as of May 31st shall be granted three (3) weeks vacation with pay, calculated at the rate of 6% based on the total pay received or 116.25 hours pay, whichever is the greater.
- Ft only      18:03      Subject to Article 18:09 all employees who have completed eight (8) years or more of continuous service as of May 31st shall be granted four (4) weeks of vacation with pay, calculated at the rate of 8% based on the total pay received or 155 hours pay, whichever is the greater.
- Ft only      18:04      Subject to Article 18:09, all employees who have completed fifteen (15) years or more of continuous service as of May 31st shall be granted five (5) weeks vacation with pay, calculated at the rate of 10% based on the total pay received, or 193.75 hours pay, whichever is the greater.
- Ft only      18:05      Subject to Article 18:09, all employees who have completed twenty-four (24) continuous years service as



of May 31<sup>st</sup> shall be granted six (6) weeks vacation with pay, calculated at the rate of 12% based on the total pay received, or 232.5 hours pay, whichever is the greater.

Subject to Article 18.09, effective January 1, 2006, all employees who have completed twenty three (23) continuous years service as of May 31<sup>st</sup> shall be granted six (6) weeks vacation with pay, calculated at the rate of 12% based on the total pay received, or 232.5 hours pay, whichever is greater.

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

In addition, effective January 1, 2006 each employee shall be granted one (1) vacation day with pay for each continuous year of service completed after twenty three (23) years, to a maximum of five (5) additional days.

Ft only      18:06      Definition: Total Pay

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

Ft only      18:07      It shall be the duty of the Home management to receive requests in advance for vacation entitlement from the employee and arrange suitable dates taking into account the seniority of employees, provided the employees make such requests on or before March 1<sup>st</sup>. Management will provide all employees a response to

the vacation requests no later than March 15<sup>th</sup>.

Ft only      18:08      For the purpose of calculating vacation and the eligibility, the fiscal year shall be June 1st of any year to May 31st of the following year and eligibility shall be determined as of June 1st in each year.

Ft only      18:09      Employees who have been absent without pay for any reason, for more than forty-five (45) **calender** days in the vacation eligibility year of June 1st to May 31st shall receive a pro-rata deduction in their vacation pay entitlement.

Ft only      18:10      In any year where an employee, whose service commenced after May 31 st, would move from one vacation eligibility category to another, i.e. from four (4) weeks to five (5) weeks, the employee shall be eligible in that particular year only, to receive additional paid days of vacation in accordance with the following table, and in accordance with the month in which continuous full-time employment commenced.

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

Ft only      18:11      An employee employed less than one (1) year shall be scheduled for a vacation on a pro rata basis according to the number of months employed as at May 31st. The regular vacation clause in this Article shall apply the following vacation year.

- Ft only      18:12      In the event an employee suffers a certifiable illness or is injured whilst on vacation, or immediately before such vacation, the period of vacation during which the employee was incapacitated, may be transferred at the employee's request, to sick leave. Vacation for equivalent time may be taken at another mutually agreed upon time provided all of the following conditions are met:
- i)      The employee has sick credits.
  - ii)     The employee requests the transfer in writing to the Commissioner, Human Resources within ten (10) days of the employee's return to duty.
  - iii)    That request is supported by a medical certificate which is signed by the attending physician or designate, and said certificate must indicate the employee was incapacitated for at least three (3) days.
- 18.13      Employees with five (5) or more weeks of vacation shall be permitted to carry over up to one (1) week of vacation into the following vacation year.

## **ARTICLE 19- SICK LEAVE**

- Ft only      19:01 (a) Each employee will be credited with one and one-half (1 ½) days of sick leave at the end of each month of service.
- (b) Clause (a) applies to an employee who is on paid sick leave, unpaid pregnancy or parental leave as though such employee was at work;

- (c) Clause (a) applies to an employee who is on unpaid sick leave, or other leave of absence as though such employee were at work for the first sixty (60) calendar days of such absence only.

Ft only	19:02	The unused portion of sick leave credits in any one year shall be allowed to accumulate without limitation.
Ft only	19:03	On termination of employment for any reason of employees hired before June 1, 1999 and who have completion of five (5) years of service an employee will be paid 50% of the employee's unused sick leave credit at the employee's current rate of pay up to a maximum of 130 days.
Ft only	19:04	On the death of an employee hired before June 1, 1999 and who has completed five (5) years of service, the estate of the deceased employee will be paid 50% of the employee's unused sick leave credit at the deceased employee's current rate of pay, up to a maximum of one-half year's salary.
Ft only	19:05	When an employee is absent as a result of an accident while at work, or illness inherent to occupation, and as a result is receiving Workers' Compensation as awarded by the Workers' Safety and Insurance Board, the employee may receive the difference between the employee's regular pay and the Board's award if unused sick credits are available and sick leave credits shall be debited with three quarters of an hour (3/4) for each day's absence on Workers' Compensation until such time as sick leave credits are exhausted or until the employee returns to work, whichever occurs earlier. If

such employee is not eligible for Worker's Compensation, the employee may receive sick pay if unused sick pay credits are available.

19:06 (a) An employee shall, on the first day of illness occurring on a working day, report such illness to the employee's department. An employee shall give notice to the employee's department one (1) hour before the start of the shift that begins prior to 1100 hours and two (2) hours before the start of the shift that begins after 1100 hours.

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

Ft only

(c) In the event an employee fails to report on the first day or fails to file a doctor's certificate as outlined above, the employee shall not be entitled to any sick leave benefits as provided herein unless the Administrator or the Administrator's representative feels there was reasonable justification for the employee's failure to report or file such certificate.

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

Ft only

19:07

Employees are entitled to use up to five (5) days of accumulated sick leave per calendar year to attend to

family illness. Utilizing such leave shall not be counted in determining an employee's absenteeism.

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

20:01 a) An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to five (5) days off, without loss of their regular earnings for their scheduled hours within fourteen (14) calendar days in conjunction with the day of the funeral of a member of their immediate family. Immediate family means spouse, common-law spouse, partner of same sex, child or step child and parents. Common law spouse is defined as a person living with the employee in a conjugal relationship for at least one (1) year.

Up to three (3) days shall be granted off, without loss of their regular earnings for their scheduled hours within fourteen (14) calendar days in conjunction with the day of the funeral for other members of their family including step-parents, father in-law, mother in-law, brother, sister, brother-in-law, sister-in-law, grandparents, spouses grandparent, grandchild, son-in-law, and daughter-in-law.

In the event that the burial does not occur at the time of the funeral, an employee may save one day (1) of bereavement leave entitlement for the purpose of attending the burial.

Ft only

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

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

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

### **Personal Leave**

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

### **Educational Leave**

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

fees.

Pt only

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

21.03      The Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized course or seminar related to employment with the Employer from Granting of education leave shall not be approved if it causes overtime to be incurred by replacement staff.

### **Jury and Witness Duty**

Ft only

21:04

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that the employee will be required to attend at court;



- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

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

- 22:01(a) The Employer shall grant leave of absence to employees to attend Union conventions, seminars, educational classes or other Union business. It is understood that the Union will not request leave of absence for more than four (4) full-time employees and three (3) part-time employees at any one time and the total leave of absence in any year shall be not more than an aggregate of thirty (30) working days for full-time employees and fifteen (15) working days for part-time employees. Longer leaves of absence will be approved at management's discretion and will not be unreasonably withheld. Such leaves of absence shall not seriously disrupt the operations of the Home, and shall be requested as far in advance as possible, in writing to the Home Administrator, with a copy to the Human Resources Associate. It is further understood that the leave of absence shall be granted without pay and the Union shall be responsible for the payment of wages during the period of absence.
- (b) The parties agree the employer will continue the regular compensation for the employees on such leave, and the Union agrees to reimburse the Employer in a timely fashion for all costs associated with the compensation for the employees.

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

22:02 An employee who is elected or appointed to office in the **Unifor**, upon request and provision of six (6) weeks notice, shall be granted a leave of absence without loss of seniority and benefits for up to three (3) years. During such leaves of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employers' contribution to said benefits. The employee agrees to notify the Employer of the employee's intention to return to work within four (4) weeks following termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required, or be transferred to the employee's previous position, if the substitution was a transfer.

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

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

## **ARTICLE 23- UNIFORMS**

Ft only      23:01      When the Home requires employees to wear uniforms (including footwear), the required uniforms will meet the standards of the Home, as published reasonably in advance in respect to style, and colour. The Home shall pay a uniform allowance of one hundred and forty five dollars (\$145.00) per year payable annually in October to each employee required to wear a uniform, provided the employee has been in the service of the Home at least twenty (20) working days at the date of payment.

Ft only      23:02 a)      Where the Home requires permanent employees to wear Regional issue uniforms, (Maintenance Department) new employees will be issued the following in the appropriate season:

- Six (6) shirts – long and/or short sleeves and/or T-shirts
- Six (6) combination of trousers and/or shorts
- One (1) spring/fall jacket
- Winter Parka
- Winter Cap

All items will be replaced on an as needed basis. The worn article will be reviewed by the supervisor to confirm the need for replacement. The replacement will not be unreasonably denied.

Where the Home requires permanent employees to wear safety shoes the Home shall pay for one (1) pair of safety shoes to a maximum of fifty dollars (\$50.00) a year upon submission of receipts.

Where the Home requires permanent employees to

wear safety boots the Home shall pay on the first pay in January two hundred and fifty dollars (\$250.00) for the employee to purchase safety and or winter boots acceptable to the Home. The footwear must have the green patch and electrical “Omega” certification.

- b) Maintenance Department employees required by the Home to wear Regional issue uniforms will be issued the following clothing annually:
- five (5) pants/shorts
  - and
  - five (5) shirts; any combination of button down shirts, T shirts, sweat shirts,
  - or
  - four (4) shirts and one (1) hoodie
  - and
  - one (1) regional issue hat

The above noted employees shall be issued one (1) spring/fall jacket every second year and a parka or bomber jacket (if available) once every two (2) years, if required.

- 23:03 Arc Flash wear shall be issued and worn when required and be maintained by the employee. In the event Arc Flash wear is worn out, the employee shall exchange it for new issue.
- 23:04 Employees are required to keep Regional clothing issue and their footwear in good repair. Excessively worn or dirty clothing will not be permitted.
- 23:05 Employees required by the Home to wear uniforms must ensure their clothing conforms to standard issue when

reporting for their regular shift or scheduled overtime. Reasonable attire appropriate to the job will be permitted when the employees are called in for unscheduled overtime.

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

- Ft only      24:01      The Employer will pay 100% toward the cost of the following benefits:
- (a) Group Life Insurance Plan, equivalent to two times annual earnings to the nearest one thousand dollars that is higher;
  - (b) The Extended Health Care Plan, with deductible of \$10.00 Single and \$20.00 Family, paying 100% after deductible, for such items as drugs, ambulance, private duty nursing, artificial eyes and limbs, rental of iron lungs, semi-private hospital coverage, blood, oxygen, etc., and hearing aids prescribed by an otolaryngologist to a maximum of \$2500.00 once every three (3) years.

Effective after mutual ratification, eye-glasses maximum of \$450.00 per person once in a twenty four (24) month period. This amount may be used for laser eye surgery limited to once per lifetime, as necessary for the correction of vision and are prescribed by an ophthalmologist or optometrist, limited to the maximum specified in the Summary of Insurance for eligible expenses incurred during a 24 month period for the member and for each insured dependant. In addition, the plan will provide for payment of an optometrist exam every two (2) years based on reasonable and customary

charges.

Massage therapy \$1700.00 per year.

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

- (c) The Long Term Disability Plan, that pays 70% normal earnings monthly for employees incapable of performing their normal work because of illness, etc., after a seventeen (17) week waiting period or when the employee's sick leave credits are exhausted, whichever is the later.
- (d) A basic preventative dental plan with coverage based on the current Ontario Dental Association fee schedule, as that schedule is amended during the life of the present Collective Agreement.

Recall examinations for adults will be covered once every nine (9) months.

- i) Dental and Orthodontics rider 50/50 co-share to a maximum of \$2,500.00 lifetime, effective January 1, 2008.
- ii) Restorative Dental rider to provide reconstruction of teeth that have deteriorated and the replacement of teeth with crowns, bridges, or dentures on a 50/50 co-share basis to a maximum of \$3,500.00 in

any one year.

- (e) Smoking Cessation: \$500.00/lifetime for prescribed and OTC smoking cessation products. Eligible expenses for smoking cessation aids, including over-the-counter smoking cessation aids dispensed by a licensed pharmacist, limited to a maximum of \$500.00 during the lifetime of the member and each insured dependant.
- (f) Pay Direct: Employees will be issued pay direct cards for the purchase of prescription drugs, covered by the present policy #82000-300. Along with the issuing of the cards, the parties agree to automatic substitution of generic prescription drugs, unless the brand name drug is prescribed by the physician, where generic substitutions are available. A pharmacy dispensing fee cap of \$10.00 per prescription shall apply on all prescriptions.
- (g) **The Region may change carriers from time to time, provided that the benefits will at least be equivalent to those now in effect. This does not apply to OHIP or any plan mandated by law. The Region's responsibility shall be limited solely to the proper payment of the premiums.**

24:02 It is agreed that the Employer will maintain an employee's Health and Welfare program for three (3) months while the employee is on leave of absence for any reason including illness and thereafter will continue to maintain the program with the employee repaying the Employer for the fourth and succeeding months, and that any financial arrangements made between the Home and employee will immediately cease and

coverage will be lost if payments are not made as arranged. This clause to be read subject to maximum coverage of eight (8) months for unpaid leaves of absence.

#### 24:03 Specifications

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

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

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

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

and

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

subject to all of the following mandatory conditions:

i) The benefits available will only be:

- Major Medical; Dental;
- Life Insurance of two times the initial OMERS



- annual pension, rounded to the next even thousand dollars that is higher;
  - Accidental Death and Dismemberment to a maximum of two times the initial OMERS annual pension, rounded to the next even thousand dollars that is higher.
- ii) Coverage shall always be subject to the conditions prevailing between the Region and its carriers, on behalf of **Unifor** Local 1106.
  - iii) Employees may elect to choose any or all of these benefits and must indicate their choice in writing prior to their retirement date.
  - iv) The Employer will pay 100% toward the cost of these benefits.
  - v) All benefits will cease effective with the earlier of the last day of the month in which employees attain age 65, or their death.
  - vi) All benefits will cease effective:
    - (i) The last day of the month in which the employee attains age 65, or
    - (ii) In the case of the employee's death:
      - (a) Re-employment of their spouse,
      - (b) Re-marriage/or common law relationship entered into by their spouse;
      - (c) The last day of the month in which the employee would have attained age 65.

## **24.06      Benefits Beyond Age 65**

**Employees working beyond their 65<sup>th</sup> birthday will be offered a benefits package called 65+ which will include a Health Care Spending Account to a maximum of \$2500.00 per calendar year and life insurance of \$10, 000.00 subject to the terms and conditions of the Carrier.**

## **ARTICLE 25- POSTING OF JOB VACANCIES**

- 25:01 a) It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring as a result of death, retirement, resignation, promotion, demotion or termination of employment or any new jobs created, shall be posted on a bulletin board for a period of seven (7) days. If an emergency exists that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately. The approximate start date shall be on the posting.
- b) Each posting for a permanent position and subsequent ripple will be offered to employees on the basis of seniority.

**Each employee has a maximum of **one (1) hour** after the call is made to respond. If there is no response after **one (1) hour**, the supervisor will proceed to the next employee.**

**The Employer will not call employees if they have indicated in writing that they are not interested in that particular position or line.**

**When a full time vacancy is filled by a part time employee as part of the posting or subsequent ripple, the part time employee's vacancy will be posted.**

25:02 Employees shall have the right to bid during such seven (7) day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications and experience to perform the normal requirements of the job.

25:03 (a) In the event the successful full time or part time applicant to a permanent full time job (including the first ripple only), within **thirty five (35) calendar** days of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, proves unsatisfactory or requests a return to the employee's former position, the employee shall be returned to the employee's former position without loss of seniority. The above noted trial period does not apply to temporary positions **or employees moving within the same classification, with the exception of moving in or out of Special Care, or between Community Programs and Long-Term Care.**

25.03 (b) It is agreed that successful applicants of the job bidding procedure will not be permitted to reapply for a posted job for a period of six (6) months from the time the employee starts the new position, except with the consent of the Employer. This provision shall not apply for newly created positions.

25:04a) Copies of all job postings shall be submitted to the Chairperson of the Union Committee at the time of posting and shall contain the following information: A brief description of duties, qualifications, skills and abilities, wage rate, grade and hours of work.

Where the Employer deems it necessary to alter the qualifications requirement, it is agreed that such information shall be communicated to the Union no later than three (3) months in advance of any such change. It is further agreed that in situations where an employee has previously been called into the position or had a temporary placement in the position but lacks the new qualification requirement, the Employer and the Union Committee shall meet to discuss ways and means to consider offering assistance to interested employees to become qualified.

- b) Within ten (10) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be given to the Chairperson of the Union Committee.
- c) If no applications to fill such vacancy or new job created are received from employees who meet the qualifications for such vacancy or new job, the Employer shall notify the Union Chairperson of this fact and then proceed to fill the vacancy or new job created in any manner it sees fit. The Employer agrees to post on the approved Union bulletin boards the outcome of all job postings within, when possible, ten (10) working days of the expiration date of the posting.
- d) Where vacancies are posted for positions within the full

time bargaining unit and no applicants within the full time unit are successful in obtaining the positions, applicants submitted for such posting from part time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more part time employees apply, the Employer shall fill the vacancy or new job created on the basis of seniority provided the senior employee possesses the necessary qualifications and experience to perform the normal requirements of the job. Where vacancies are posted for positions within the part time bargaining unit and no applicants within the part time unit are successful in obtaining the positions, applicants submitted for such posting from full time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more full time employees apply, the Employer shall fill the vacancy or new job created on the basis of seniority provided the senior employee possesses the necessary qualifications and experience to perform the normal requirements of the job.

#### 25:05 Job Descriptions

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

**25.06      At the discretion of the Employer, an employee's application may not be considered for any position if**

**the employee has a suspension, which has been upheld through the grievance/arbitration procedure on file.**

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

- 26.01 Temporary full-time vacancies shall be posted only when a full-time employee is expected to be absent for eight (8) weeks or more. The full-time employee must provide the Employer with satisfactory written documentation stating the expected period of absence. When an employee is absent for eight (8) weeks or more, notwithstanding that the employee did not expect to be absent for this period, the Employer shall immediately post the vacancy in accordance with 26.02, below.
- 26.02a) Where a temporary full-time vacancy is posted, there shall be two categories of posting:
- i) Vacancies expected to last between eight (8) weeks and less than twelve (12) weeks; and
  - ii) Vacancies expected to last between twelve (12) weeks and **twelve (12)** months and vacancies resulting from Workers' Compensation claims and LTD leaves.
- 26.03 All vacancies in 26.02 i), above shall be filled first from the part-time bargaining unit.
- 26.04 All vacancies in 26.02 ii), above shall be filled first from

the full-time bargaining unit.

- 26.05 Any full-time positions subsequently becoming vacant as a result of compliance with 26.04 above, shall be filled from the applicant pool relating to the posting by the most senior employee qualified to perform the subsequent vacancy, with priority accorded to full-time employees.
- 26.06 i) An employee who is the successful applicant to a temporary full time vacancy may apply for any other temporary position, provided the dates of the two assignments do not overlap.
- ii) An employee who is the successful applicant to a temporary full-time vacancy if already a member of the part-time bargaining unit, shall remain in that unit during the whole of the temporary full-time period, and shall be covered by the terms of the part-time Collective Agreement, including the percentage in lieu of all benefits.
- 26.07 Where an employee who is the successful applicant to a temporary full-time vacancy is subsequently successful in obtaining a permanent vacancy, the remaining term in the temporary full-time vacancy shall be posted providing that the remaining term is in excess of eight (8) weeks. Article 26 2,3,and 4 shall, if applicable, apply to the remaining term.
- 26.08 Where it appears that a temporary full-time vacancy will last in excess of **twelve (12)** months duration:

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

TRUST CLERK  
CLERK TYPIST (ADMISSIONS)  
GENERAL DUTY (DIETARY)  
ADMINISTRATION COMMUNICATIONS CLERK  
STAFFING AND ADMINISTRATION CLERK

- ii) For all other classifications the Employer and the Union may agree to extend the term of the incumbent temporary full-time replacement.
- iii) Effective **July 10, 2013**, where the temporary vacancy is created by a pregnancy/parental leave **combined with a vacation or sick leave immediately prior to or after the leave**, the Employer will notify the union that the temporary vacancy will be extended for the duration of the leave.

26.09 In the event the parties do not agree to an extension in accordance with 26.08 (ii), above, the period of time commencing after the completion of the initial **twelve (12)** month vacancy shall be treated as a new temporary full- time vacancy. Accordingly, the procedures set forth in Article 26 clauses 1 through 7, above, shall apply.

26.10 The employee filling the new temporary full-time



vacancy shall not be the same employee who filled the previous temporary full-time vacancy, regardless of seniority, unless, after exhaustion of the procedures in Article 26 clauses 1 through 7 above, that employee is the only qualified employee.

- 26.11 The procedures set forth in Article 26 clauses 8 through 10, above, shall apply to each successive temporary full-time vacancy.
- 26.12 After the internal posting procedure has been exhausted and no internal applicants applied and the Home deems it necessary to hire full time or part time fixed term employees for a maximum of **twelve (12)** months, the Employer may hire from outside the Home, in accordance with Article 25.04. The period of employment of such fixed term employees will not exceed the length of time specified by the Employer. To extend the period of the contract beyond **twelve (12)** months the Employer shall obtain **written agreement from the Chairperson and the Local President.**

Fixed term employees will be treated as part time employees.

All conditions of the collective agreement apply to fixed term employees, save and except:

- the termination of such fixed term employee shall not be the subject of a grievance or arbitration procedure

- the fixed term employee shall not be on the recall list
- **the fixed term employee shall not have seniority status**
- **After the internal posting procedure has been exhausted, the Employer may consider hiring a fixed term employee prior to posting externally.**
- Should such an employee be successful to a **permanent job posting**, and has completed an equivalent to the normal probationary period as specified in the Agreement, they will be credited with the appropriate seniority acquired during the fixed term employment.

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

## **ARTICLE 27 - TEMPORARY PART TIME VACANCIES**

27.01 Temporary part time vacancies shall be posted when a part time employee is expected to be absent four (4) months or more. The part-time employee must provide the Employer with satisfactory written documentation stating the expected period of absence. When an employee is absent for four (4) months or more, notwithstanding that the employee did not expect to be absent for this period, the Employer shall immediately post the vacancy in accordance with 27.02 below.

- 27.02 All vacancies shall be filled first from the part-time bargaining unit, and secondly from the full time unit.
- 27.03 Any subsequent part-time vacancy shall be rippled once and then the Employer will fill the vacancy by an external candidate. If the subsequent vacancy is full-time, Article 26 shall apply.
- 27.04 Any part-time vacancies created by the application of Article 26.03 shall be filled by external candidates.

## **ARTICLE 28- MINIMUM ALLOWANCE**

- Ft only 28:01 Employees who report to work for any shift without being notified to the contrary will be guaranteed at least four (4) hours of work or if no work is available will be paid for at least four (4) hours at the applicable rate. This shall not apply in cases of any labour dispute or conditions beyond the control of the Employer.
- Ft only 28:02 Any employee who is called back to perform emergency work after having left work up until one (1) hour before the employee's next regularly scheduled shift shall be paid a minimum of four (4) hours at time and one-half.
- Ft only 28:03 Any employee who is called in to work as a replacement for an absent employee after that employee's shift has started and who completed six (6) or more hours work will be paid for the full shift at the applicable rate.
- Ft only 28:04 Employees who are scheduled to work for any shift on a holiday and so report will be guaranteed at least four (4) hours of work and if no work is available, will be paid for

at least four (4) hours at time and one-half the employee's regular rate of pay or have the option of taking the time in-lieu in accordance with Article 16.02.

## **ARTICLE 29 - TRANSFERS**

29:01 (a) When an employee transfers or is transferred from one department or classification to another department or classification where the wage rate is equal to or higher, the employee shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer, provided that the employee is capable of performing the duties assigned satisfactorily. If the wage rate is less than the wage rate of the transferred employee, the employee shall receive the corresponding rate vertically in the new classification.

Ft&Pt (b) When an employee who is transferred to a higher category, has recent past experience which is relevant to the higher category, the Employer will on request, meet with the Union Committee to consider giving the employee credit for some or all of such experience up to the maximum for the higher rated job.

## **ARTICLE 30 - WAGES**

30:01 During the term of this Agreement the Employer and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which schedule is hereby made part of this Agreement.

Students hired by the Home will be paid at a rate that is 80% of the full rate of the classification into which they are hired. Requests by the Employer to hire students outside the school vacation period will be discussed with the union and their agreement will not be unreasonably withheld.

- 30:02 Notwithstanding Article 29:01, if a new job is created during the life of this Agreement or an existing job is modified, such job shall be subject to the full grievance procedure provided such grievance is lodged within fourteen (14) days of the posting of the new job rate.
- 30:03 In the event of a shortage on the employee's pay cheque in excess of seven and three quarters (7.75) hours due to errors or omissions by the Employer, the Employer will endeavour to issue a manual cheque within one (1) payroll working day.

## **ARTICLE 31- PREGNANCY LEAVE/PARENTAL LEAVE**

### **31:01 Pregnancy Leave**

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act 2000, except where amended in this provision.
- b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service before the expected date of birth.

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

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

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

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

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

- f) Pregnant employees may request to be transferred from their current duties if in the professional opinion of the

employee's specialist the pregnancy may be at risk. Any transfer, if available, would be based on the employee's capabilities/limitations as outlined by the specialist. The employee would also need to possess the necessary qualifications and experience required for the position.

### 31:02 Parental Leave

- a) An employee who is a parent and has been employed for at least thirteen (13) weeks before the birth of a child, or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time, is entitled to an thirty five (35) week unpaid parental leave.
- b) Both parents will be eligible to take a parental leave and each parent is eligible to take eighteen weeks. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.
- c) For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into the custody, care and control of a parent. For fathers and adoptive parents, parental leave must commence within fifty two (52) weeks after the birth or after the child first comes into the custody, care and control of a parent.
- d) An employee who is entitled to a parental leave is required to give the Employer two weeks written notice

prior to the commencement of the leave. If they do not specify when the leave will end, it will be assumed that they wish to take the maximum leave.

- e) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two weeks notice before the earlier date, or to a later date giving two weeks notice before the leave was to begin.
- f) If the employee stops work because the child has arrived earlier than expected, the employee has two weeks from the date to give the Employer written notice of their intent to take the parental leave.
- g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating during the parental leave providing the employee provides payment monthly.

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

#### 31:03 Paternity Leave

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

#### 31.04 Compassionate Care Leave

Upon request, the Employer will provide Compassionate



Care Leave in accordance with the provisions of the current Employment Standards Act and the Employment Insurance Act.

## **ARTICLE 32- JOB SECURITY**

- Ft&Pt      32:01a)    The Employer shall notify the Union, at least forty-five (45) days in advance, wherever possible, of its intention to introduce any technological changes affecting employees in the bargaining unit. The Employer shall provide the Union with an outline of the change.
- b)    The Employer and Union shall meet to discuss practical ways and means to minimize the effect, if any, upon the employee(s) concerned in the bargaining unit.
- 32:02      The Employer will not contract out any work with the objective of effecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Employer's requirements for the contracting out of services.
- 32:03 i)    When the Home is considering making changes which may result in a position being declared surplus, and employee being declared redundant or laidoff, or a net reduction in hours, the Home shall notify the Union as far as possible in advance of its intentions and plans, for the purpose of giving the Union an opportunity to have input with regard to these matters prior to implementation. The notification shall include the nature

of the change, the date of the proposed change, the positions, and the approximate number of employees likely to be affected. This information will be updated as the plans are refined.

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

ii) Notice of Layoff

a) Union

There shall be at least four (4) months written notice to the Union in the event of a proposed layoff of a permanent or long-term nature. This information shall be kept confidential by the Union until notice has been given to employees.

b) Employees

In the event of a lay-off of a permanent or long-term nature, employees to be laid off will be given at least four (4) months notice of lay-off, provided the affected employee(s) has more than twelve (12) months service. The above mentioned notice will be considered notice to all employees subsequently affected by the original layoff. This will include notice to any individuals laid off as a result of being displaced by a more senior employee. Employees with less than twelve (12)

months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

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

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

on, on a three (3) working days maximum basis for each involved employee.

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

(10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Home.

- g) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed four (4) weeks. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- h) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within four (4) months of being recalled.
- i) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall be paid for the holiday.
- j) A laid off employee shall retain the rights of recall for a period of thirty (30) months from the date of lay-off or the period of time equal to the length of their seniority at the time of lay-off, whichever is the lesser.

32.04      So long as a full time position exists there will be no splitting of that position into two or more part time

positions without agreement of the union. Such agreement will not be unreasonably withheld. In situations such as budgetary constraints, or staffing changes necessitated by redevelopment, agreement will not be withheld.

- 32:05 Volunteers will not be recruited with the intent of replacing or reducing **Unifor** positions, hours of work, or paid hours.

### **ARTICLE 33 -GENERAL**

- 33:01 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto shall pass to and from the Director, Employee Relations or their designate and the Union Representative with copies in all cases going to the Home Administrator for the Region and the Chairperson of the Union Committee.
- 33.02 The Employer shall provide four bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other reasonable notices as may be of interest to the employees/Union membership.
- 33.03 Where employees are required to maintain a valid Class "F" licence, the cost of the medical certificate required will be payable by the Employer, upon submission of a receipt.
- 33.04 Refreshments will be provided to all employees at cost

for any item available.

## **ARTICLE 34 - HEALTH AND SAFETY**

- 34.01      The Region shall endeavour to observe all reasonable precautions and provide necessary safety devices, clothing or equipment that may be required for the protection of its employees. The employees will co-operate by observing safety practices. The Employer shall comply with the provisions of the current Occupational Health and Safety Act.
- 34.02      Joint Health and Safety Committee  
Under the Occupational Health and Safety Act, there is to be Joint Health and Safety Committee to monitor health and safety in the workplace and provide recommendations to the Region in the interest of a safe and health work environment. The parties acknowledge that a Joint Health and Safety Committee can only be successful where everyone on the committee is committed to health and safety in the workplace. The parties agree to undertake to ensure the members of the committee operate in accordance with the full intent of the Occupational Health and Safety Act. The Region agrees to provide, upon request of the committee, information as prescribed in the Occupational Health and Safety Act.
- 34:03      Employees shall be required to report all on-the-job accidents or illnesses, whether they result in lost time or health care or not.

- 34:04 An employee receiving Workers' Compensation payments shall accumulate seniority and be entitled to all benefits of this Agreement. Provided the employee is utilizing accumulated sick leave to top up Workers' Compensation payments and the cheque is being sent to the Employer, the Employer continues to pay its share of all employee benefit plans.
- 34:05 The Employer agrees that an employee who is injured whilst at work, shall, upon return to work, be reinstated to the position, shift, and rate held at the time of the injury provided the employee is capable and qualified to perform the former employment. The Employer will attempt to apply the modified duties plan subject to the abilities of the injured employee and the work available.
- 34.06 Right to Refuse Unsafe Work
- Where permitted by the Occupational Health and Safety Act an employee may exercise his or her right to refuse unsafe work. Where an employee chooses to exercise his or her right to refuse unsafe work, the employee shall immediately report this refusal to his or her supervisor who shall immediately initiate an investigation in conjunction with a worker member of the Joint Health and Safety Committee or, where such a member is not available, a person designated by the Union. The investigation shall be conducted as per the requirement of the Occupational Health and Safety Act. The company agrees that no employee shall be discharged, penalized, coerced, intimidated, threatened or disciplined for exercising his or her right to refuse



unsafe work or where he or she has worked in compliance with the Occupational Health and Safety Act or the Regulations.

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

34.07      **National Day of Mourning**

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

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

34.09      The Employer will pay the cost of legislated certified training for two (2) Union Health and Safety Committee Members.

## **ARTICLE 35 - WORKPLACE HARASSMENT**

35.01 The Employer and **Unifor** 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 to reasonably be known to be unwelcome, and in relation to one of the prohibited grounds, as stated in the Ontario Human Rights Code or as outlined below. The Employer and the Union agree that confirmed cases of harassment will not be tolerated. All employees are expected to treat others in a professional manner with courtesy and consideration and to discourage harassment.

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

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

- iv) insulting gestures, remarks, jokes, or name calling;
- v) circulating or displaying racist or derogatory printed material;
- vi) refusing to work or co-operate with an employee because of their background;
- vii) derogatory remarks directed towards one gender/sexual preference group.
- viii) backlash or retaliation for the lodging of a harassment complaint or participation in an harassment investigation

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

### 35.02 Filing a Complaint

If an employee believes he/she has been harassed and/or discriminated against there are specific actions that the parties recommend the employee take:

- 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;
- if the employee is reluctant to confront the alleged harasser they may seek assistance from any union or management representative
- report the incident in writing to an Human Resources Organizational Development Consultant, the

Manager, Organizational Development, Management Representative or Union Steward.

### 35.03 Informal Resolution Process for Interpersonal Conduct Issues

Management representative(s) will discuss allegations with the Complainant, the Respondent, 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 agreed to resolution, signed by both parties, will be kept in a confidential envelope in the Respondent's personnel file with a copy to each party.

During the informal resolution process, either party may be accompanied by a Union Steward.

If no resolution is achieved, the Complainant may request Management to consider having the matter formally investigated.

### 35.04 Formal Investigation Process

An investigator appointed by the Employer will carry out investigations of alleged harassment. The **Unifor** employee being interviewed shall have the right to have a representative from the National Office to act in the capacity of an observer in meetings where **Unifor** members are being interviewed. The cost of this National representative will be

borne by the union. This is in addition to any union representatives for the witness/es. Such investigations shall begin as soon as possible based on the availability of the investigator(s) and participants. The presence of a National Representative will in no way delay the scheduling of interviews.

The employee has the right to have a union representative in all steps of the investigation process.

The investigator shall:

- Interview the Complainant and the Respondent as soon as possible.
- Interview any witnesses and review the pertinent documentation.
- Document the findings of the investigation.

### 35.05 Resolution of Formal Investigation

If it is determined that harassment has occurred disciplinary measures, as appropriate, will be taken.

Complaints of harassment must be filed no later than six (6) months following the incident(s) giving rise to the complaints. If such a complaint is not received within the above time limit, the incident/complaint will not be considered for discipline, unless such complaint falls within the scope of the Criminal Code. All parties involved in a complaint, including any witnesses, must maintain strict confidentiality throughout the process.

At the conclusion of this step the complaint, if unresolved, will be inserted into Step two (2) of the grievance procedure for resolution. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure if applicable.

### 35.06 Processing Grievances

(a) Where the alleged harasser is the person who would deal with the first or any step of a grievance, the grievance shall be presented at the next step.

(b) An employee shall, at all times, retain their right to lodge a complaint under the Ontario Human Rights Code R.S.O. 1990, c. H19 if the nature of the harassment violates the Code. In the event the employee lodges a formal complaint under the Human Rights Code, the grievance procedure shall be suspended immediately, pending final disposition of the complaint by the Human Rights Commission.

(c) Individuals who lodge a legitimate complaint of harassment are entitled to do so without reprisal or threat of reprisal for doing so.

(d) Grievances under this article will likely be of a very sensitive nature and the parties agree that they will take all necessary precautions to maintain the highest degree of confidentiality throughout the grievance process.

### 35.07 Interim Measures

An employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. The Employer will consider what, if any, interim measures are necessary while an investigation is ongoing. Such interim measures may include workplace separation of the alleged harasser and the complainant for the duration of the investigation.

### 35.08 Supervisory Responsibilities

Reasonable actions or conduct by the Region or a supervisor such as changes in work assignments, scheduling, job assessment and evaluation, workplace inspections, implementation of dress codes and disciplinary action are not considered workplace harassment. This article is not intended to limit or otherwise constrain the reasonable exercise of management functions in the workplace.

### 35.09 Frivolous Allegations

The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this article was rightfully developed and should be discouraged. In the event that the complaint was found to have been made in bad faith, in reprisal, frivolously or with malicious intent, the person making the complaint may be subject to disciplinary action, up to and including dismissal.

### 35.10 Documentation

All copies of all documentation related to a formal harassment complaint will be transferred to Human

Resources and stored in a central file under appropriate security.

### 35.11 Violence Against Women

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

## **ARTICLE 36- MODIFIED DUTIES**

- 36:01      (a) The Union and Employer mutually agree to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.
- (b) Objectives of the Program:
- To restore an ill or injured employee to his/her fullest possible occupational and economic capacity.
  - To provide an employee with an effective setting for work accommodation and work rehabilitation following illness or injury.



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

the employee's restrictions.

- g) The employee(s) have the right to Union Representation at all meetings pertaining to the modified duties or accommodation.

36:02     Employee's Security

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

13:02.

- iv) Employee(s) will accrue sick time and vacation entitlement on a pro rata basis.
  - c) When an employee requires long-term or permanent accommodation:
    - i) Employee(s) will be paid at the appropriate rate for the position they are filling.
    - ii) Employee(s) will accrue seniority as per Article 13:02.
    - iii) Employee(s) will accrue sick time and vacation entitlement on a pro rata basis.
  - d) Those employees currently receiving benefits on modified duties or on long-term or permanent accommodation will continue to do so as previously agreed.
- 36:03a) The hours of work not covered by the full-time and part-time employee(s) in a modified work plan in a seven and three quarter (7.75) hour shift shall be covered by a part-time employee wherever required and possible and without incurring overtime premium.
- b) Extra work assignments will not be added to other employees' daily work, so as to compensate for injured employees on a modified work program without consultation with the Union.

- c) Should there be no suitable modified work available at the Home, the Employer will look elsewhere in the Region for a suitable modified work placement.

## **ARTICLE 37 – PROTECTION OF STAFF**

- 37.01 The employee is required to consider the immediate safety of the resident/client and themselves in dealing with abusive situations.

The parties agree that abuse of staff by residents/clients, which may include, but is not limited to physical or threatening behaviour, psychological abuse, emotional abuse and sexual abuse, shall be addressed through this article and Regional policies and procedures.

There will be no reprisal for the good faith lodging of a complaint by a staff member about such abuse or the participation by a staff member in an investigation with respect to such complaint.

The parties agree that residents/clients who, may through no fault of their own, exhibit abusive behaviour and actions that may be unwelcome to staff. In managing these situations, the parties agree to the following:

- 1) If an employee is involved in an abusive situation, it may be necessary for the employee to leave the threatening situation and immediately notify his or her

Supervisor who will assess the situation and give further direction and determine a plan of action.

2) The parties agree that if incidents involving aggressive resident's action occur, the incidents will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps that fall within the control of the Employer will be taken to address any legitimate health and safety concerns.

### **ARTICLE 38- RETROACTIVITY**

38:01a) The increases to the wages shall be paid on a retroactive basis to all employees in the bargaining unit for all paid hours of employment effective January 1, 2013. Any retired employees who have since ceased to be employees shall have a period of sixty (60) days only from the date of execution of the Collective Agreement in which to claim from the Employer any adjustment to their remuneration. Any new employees hired shall be entitled to a prorated adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union office) at their last known address, employees

who have retired from their employment to advise them of their entitlement to any retroactive wage adjustment.

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

## **ARTICLE 39- DURATION**

- 39:01 This agreement shall become effective on the first day of **January 1, 2013** and shall continue in force until **December 31, 2015**, and thereafter from year to year unless terminated or amended.
- 39:02 Notice of desire to terminate or amend this agreement shall be given by either party to the other, in writing, not more than six (6) months prior nor less than thirty (30) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice of the aforesaid unless the parties mutually agree to dates beyond the aforesaid fifteen (15) days.

Signed at Kitchener, Ontario this 21<sup>st</sup> day of June, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** –CANANDA ANDIT'S LOCAL 1106

\_\_\_\_\_  
Regional Chair

\_\_\_\_\_  
Member of Negotiating Committee

\_\_\_\_\_  
Regional Clerk

\_\_\_\_\_  
Member of Negotiating Committee

\_\_\_\_\_  
Commissioner, Human Resources

\_\_\_\_\_  
Member of Negotiating Committee

\_\_\_\_\_  
Director, Employee Relations

\_\_\_\_\_  
Member of Negotiating Committee

\_\_\_\_\_  
Member of Negotiating Committee

\_\_\_\_\_  
National Representative

## SCHEDULE "A"

<u>January 1/13-December 31/13</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Year</u>
		<b>840 hrs.</b>	<b>1680 hrs</b>
<b>Grade 2</b>	18.90	19.45	20.06
Asst, Supportive Living			
Client Services Clerk (HNSA)			
Community Programs Clerk			
Dietary Aide			
General Duty (Dietary)			
Housekeeping Aide			
Laundry Worker			
Laundry/Housekeeping Aide			
Unit Clerk (Sunnyside Home)			
<b>Grade 3</b>			
Admin Comms Clerk	19.78	20.37	20.97
Clerk/Typist (Resident Care)			
Food Services Assistant			
Lead Hand, Laundry			
Groundskeeper			
Resident Home Assistant			
Staffing and Administrative Clerk			
<b>Grade 4</b>	22.52	23.10	23.66
Adjuvant (Alzheimer)			
Asst, Restorative Care			
Cook			
Coord, Food Production			
Coord, Physical Resources			
Maintenance Technician			
Personal Support Worker			
Recreation Asst (Res Care)			
Recreation Asst (CAP)			
Trust Clerk			
<b>Grade 5</b>			
Senior Maintenance Technician	23.24	23.78	25.18
<b>Grade 6</b>	25.20	25.74	27.11
Recreation Therapist (Resident Care)			
Recreation Therapist (CAP)			
Recreation Therapist (Community)			
Registered Practical Nurse (RPN)			
Music Therapist (CAP)			
Maintenance, Lead hand			

<b>January1/14-December 31/14</b>	<b>Start</b>	<b>6 Mos. 840 hrs.</b>	<b>1 Year 1680 hrs</b>
<b>Grade 2</b>	19.14	19.69	20.31
Asst, Supportive Living			
Client Services Clerk (HNSA)			
Community Programs Clerk			
Dietary Aide			
General Duty (Dietary)			
Housekeeping Aide			
Laundry Worker			
Laundry/Housekeeping Aide			
Unit Clerk (Sunnyside Home)			
<b>Grade 3</b>	20.03	20.62	21.23
Admin Comms Clerk			
Clerk/Typist (Resident Care)			
Food Services Assistant			
Lead Hand, Laundry			
Groundskeeper			
Resident Home Assistant			
Staffing and Administrative Clerk			
<b>Grade 4</b>	22.80	23.39	23.96
Adjuvant (Alzheimer)			
Asst, Restorative Care			
Cook			
Coord, Food Production			
Coord, Physical Resources			
Maintenance Technician			
Personal Support Worker			
Recreation Asst (Res Care)			
Recreation Asst (CAP)			
Trust Clerk			
<b>Grade 5</b>			
Senior Maintenance Technician	23.53	24.08	25.49
<b>Grade 6</b>			
Recreation Therapist (Resident Care)	25.52	26.06	27.45
Recreation Therapist (CAP)			
Recreation Therapist (Community)			
Registered Practical Nurse (RPN)			
Music Therapist (CAP)			
Maintenance, Lead hand			



<b><u>January 1/15-December 31/15</u></b>	<b><u>Start</u></b>	<b><u>6 Mos.</u></b>	<b><u>1 Year</u></b>
		<b>840 hrs.</b>	<b>1680 hrs</b>
<b>Grade 2</b>	19.38	19.94	20.56
Asst, Supportive Living			
Client Services Clerk (HNSA)			
Community Programs Clerk			
Dietary Aide			
General Duty (Dietary)			
Housekeeping Aide			
Laundry Worker			
Laundry/Housekeeping Aide			
Unit Clerk (Sunnyside Home)			
<b>Grade 3</b>	20.28	20.88	21.50
Admin Comms Clerk			
Clerk/Typist (Resident Care)			
Food Services Assistant			
Lead Hand, Laundry			
Groundskeeper			
Resident Home Assistant			
Staffing and Administrative Clerk			
<b>Grade 4</b>	23.09	23.68	24.26
Adjuvant (Alzheimer)			
Asst, Restorative Care			
Cook			
Coord, Food Production			
Coord, Physical Resources			
Maintenance Technician			
Personal Support Worker			
Recreation Asst (Res Care)			
Recreation Asst (CAP)			
Trust Clerk			
<b>Grade 5</b>			
Senior Maintenance Technician	23.82	24.38	25.81
<b>Grade 6</b>	25.84	26.39	27.79
Recreation Therapist (Resident Care)			
Recreation Therapist (CAP)			
Recreation Therapist (Community)			
Registered Practical Nurse (RPN)			
Music Therapist (CAP)			
Maintenance, Lead hand			

## **APPENDIX "A"**

**BETWEEN:**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**(SUNNYSIDE HOME)**  
**- and -**  
**Unifor - CANADA AND ITS LOCAL 1106**

**AND IN RELATION TO:**

### **Part-time BARGAINING UNIT EMPLOYEES**

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

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

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

B. **Union Recognition**

The Employer recognizes the Union as the sole collective bargaining

agent for:

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

C. **Seniority**

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

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

Continuous non-employment including layoff, authorized leave of absence, excluding sickness or accident, for a period of time equal to the length of seniority at the time of layoff, authorized leave of absence, excluding sickness or accident but not for less than eighteen (18) months nor more than thirty (30); unless medical information indicates that a return to work is possible. In this case, the Employer will accommodate the employee to the point of undue hardship. This

clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

D. Hours of Work

- (i) The hours of work will be as scheduled by the Home, but the Home does not guarantee to provide employment or work for normal hours or for any other hours. Twenty (20) minutes will be allowed on each full seven and three quarters (7.75) hour shift worked for a meal break without loss of pay. Part-time employees working a full seven and three quarter (7.75) hour shift shall also have two fifteen (15) minute breaks. The first break to be unpaid time the second break to be paid time.
- (ii) The Employer shall endeavour to schedule part-time employees for the available work as equitably as possible, in keeping with the Letter of Understanding on Availability Forms and Scheduling Issues. Extra shifts required on statutory holidays will be assigned to the most senior available employee in the classification.
- (iii) A new employee must work their regularly scheduled shifts for the first six (6) month period of employment, with the exception of any statutory entitlement and unless there are exceptional circumstances that are reviewed and approved by the Director, Senior Services. New employees may switch shifts in accordance with Sunnyside Home policy.

E. Overtime

- (i) Overtime which must be authorized shall be paid at the rate of one

and one-half (1 ½) times the employee's equivalent hourly rate for all hours worked in the excess of seven and three quarter (7.75) hours in a day or seventy-seven and a half (77.5) hours in the bi-weekly pay period.

- (ii) In the case of a cancellation of a scheduled shift at the request of the Employer with less than twenty-four (24) hours notice, the employee affected shall be paid for the actual hours previously scheduled or the equivalent of four (4) hours pay whichever is the lesser. Such premium shall not apply when the change is requested by an employee and consented to by the Employer.

#### F. Holidays

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

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day

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

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

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

G. Vacation Pay and Payment In Lieu of Fringe Benefits

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

(i) (b) All part-time employees shall be entitled to vacation pay on the basis of the following formula:

- from start of employment: 4%
- after three (3) years of employment: 6%
- after eight (8) years of employment: 8%
- after fifteen (15) years of employment 10%
- after twenty-three (23) years of employment: **12%**

In addition to vacation pay, part-time employees shall be entitled to receive the corresponding time off for vacation purposes equivalent to the time for full time employees.

After fifteen (15) years of employment, part time employees will receive an additional two (2) weekend shifts off.

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

Effective January 1, 2006, in addition, each employee shall be granted an additional point four percent (.4%) for each continuous year of service after twenty three (23) years of employment, to a maximum of fourteen (14%) percent after twenty-nine (29) years of employment.

(ii) Definition - Total Pay

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

H. Uniforms

When the Home requires employees to wear uniforms (including footwear), the required uniforms will meet the standards of the Home, as published reasonably in advance in respect to style and colour. The Home shall pay a uniform allowance of 7.2 cents, payable annually in October of each year to a maximum of one hundred and forty-five(145) dollars, to each employee required to wear a uniform, provided the employee has been in the service of the Home at least one hundred and fifty (150) hours worked.

I. Minimum Allowance

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

## J. Jury Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that the employee will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.



## **APPENDIX “B”**

### Summary of Breaks

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

Each employee is entitled to breaks as identified in Appendix "C". The Employer may combine break times based on needs of residents/clients, operational needs and staff preferences.

Letter #1

LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor - AND ITS LOCAL 1106**

**RE: Combining Breaks**

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

Renewed at Kitchener, Ontario this 25<sup>th</sup> day of February, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

Gail Kaufman Carlin  
Zilda Amaral  
Helen Eby  
Diana Ulett  
Heather Larmour

**Unifor - AND IT'S LOCAL 1106**

Bill McLachlan  
Susan Cressman  
Karrie Mercier  
Laura Huras  
Yvonne Quigley  
Bill Gibson

LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor AND ITS LOCAL 1106**

**Overtime Call-in Process**

The parties recognize that it is in the best interests of the resident, that regular staffing patterns are maintained. Management will attempt to replace shifts fully at straight time rates **in accordance with Letter #11 Availability and Scheduling prior to offering overtime.**

1) If **an overtime** call in is made necessary because of a full time scheduled shift, the overtime will go to full time staff first within the classification. If **an overtime** call-in is made necessary because of a part time scheduled shift, the overtime will go to part time staff first within the classification.

**2) Overtime shall be offered first within the classification in accordance with the sequence for assigning shifts described in Letter #11 Availability and Scheduling**

3) Definition of Refusal:

**a)** refusal includes but is not limited to:

- i) A message left on an answering machine
- ii) A message left on a cell telephone
- iii) Cell telephone not available
- iv) Telephone rings but is not answered

**b)** staff refuses in person

**c)** If no contact is able to be made by methods provided by the staff member that constitutes a refusal.

If the staff member calls back and is available to work before the start of the shift it is not counted as a shift refused. If the shift is already filled the senior staff member is not assigned the shift.

- 4) If a refusal is received the employee goes to the bottom of the **overtime** call in list (after all casual, students, fixed term) for the **next overtime** call-in.
- 5) If an **overtime** call-in is not made in correct order, the staff, member who should have received the shift **will have their name recorded for the purpose of offering them the next overtime shift**. If the shift was a paid holiday such replacement shift will be paid at the holiday pay rate.

Signed in Kitchener, Ontario this 21<sup>st</sup> day of June, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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Bill Gibson

**LETTER OF UNDERSTANDING**  
**- between -**  
**THE REGIONAL MUNICIPALITY OF WATERLOO,**  
**SUNNYSIDE HOME**  
**- and -**  
**Unifor AND ITS LOCAL 1106**

**Re: Lead Hand - Dietary**

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

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

1. Lead Hand hours will be scheduled as required by the Home. The Home shall pay a Lead Hand premium in addition to the employee's regular rate in dietary for those hours scheduled as Lead Hand. It is understood that the scheduled hours for a Lead Hand may or may not constitute an entire shift.
2. The Lead Hand - Dietary shall be paid a premium of one dollar (\$1.00) per hour in addition to the regular hourly rate, for all Lead Hand hours.
3. When an employee is scheduled to perform Lead Hand work, sufficient staff will be scheduled to ensure normal operation of the Food Services Department.
4. The Letter of Understanding is without prejudice or precedent to either party in any other matter.

Renewed at Kitchener, Ontario this 25<sup>th</sup> day of February, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

Gail Kaufman Carlin  
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Letter #4

LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor** AND ITS LOCAL 1106

**RPN Committee**

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



Renewed at Kitchener, Ontario this 25<sup>th</sup> day of February, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO,  
SUNNYSIDE HOME  
- and -  
**Unifor** AND ITS LOCAL 1106

**RE: Voluntary Exit Option**

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

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

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

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

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

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

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

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

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

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

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

leave benefits during this time.

Employees between the ages of 55 and 65 who elect a VEO and who prior to the expiration of their salary continuance payment elect to retire, will be eligible for retiree benefits coverage as per the respective collective agreement.

5. Where an employee accepts the VEO and, on production of receipts from an approved educational program within twelve (12) months of leaving the Region, they may be reimbursed for 100% of tuition fees up to a maximum of \$2,000.00.
6. Counselling regarding the VEO options and implications will be made available to any employee requesting same.
7. This Agreement shall commence on January 31, 2007 and shall remain in effect until December 31, 2008.

Renewed at Kitchener, Ontario this 25<sup>th</sup> day of February, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

Gail Kaufman Carlin  
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LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO,  
SUNNYSIDE HOME  
- and -  
**Unifor** AND ITS LOCAL 1106

**RE: SEASONAL INFLUENZA VACCINE**

a) All employees are strongly encouraged to be vaccinated or take prescribed anti-viral medication by the employee's physician. In the event that an immunization rate of 85% of this bargaining unit is not achieved by November 11<sup>th</sup> of any given year, employees hired after December 1, 1999 are required to be vaccinated for influenza. The Employer recognizes that employees have the right to refuse any type of vaccination in a manner consistent with the Ontario Human Rights Code.

This letter does not apply to influenza vaccines not included in the seasonal influenza vaccine.

- b) If the full cost of the vaccine is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information regarding the vaccine.
- c) Sunnyside Home will follow directions regarding resident visitation and facility accessibility as directed by Region of Waterloo Public Health.
- d) In the event of an outbreak of influenza, the Employer will send un-immunized staff in the flu outbreak area home for three days.

This period of time is not paid. After that period of time they are eligible to return to their own line if the outbreak is over, or be available for call in to other non outbreak houses.

- e) If an employee is unable to take the vaccine because the employee has provided documentation that it is medically contra-indicated, the employee is required or strongly encouraged to take prescribed anti-viral medication as directed by their physician as per clause a) above.

If the employee has provided documentation that they are unable to take anti viral medication as it is medically contra indicated, she or he will be reassigned during the outbreak period, unless reassignment is not possible.

- f) Healthy, immunized, asymptomatic employees will be allowed to continue working, in accordance with Region of Waterloo Public Health protocol.

Renewed in Kitchener, Ontario this 25<sup>th</sup> day of February, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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Letter #7

LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO,  
SUNNYSIDE HOME  
- and -  
**Unifor** AND ITS LOCAL 1106

Re: Resident Care and Quality Standards

The Employer agrees that no employee will be discharged or disciplined for the act of reporting any alleged issues of Resident Care or Quality Standards at Sunnyside Home. It is agreed where there are issues with resident care or quality standards that the employee should first report the situation to the employees' supervisor or another member of management. If the issue remains unresolved to the satisfaction of the employee it shall be forwarded to the Union/Management Committee.

The parties further agree that the Employer shall be given reasonable opportunity to address and resolve the issue. If the aforementioned steps have been taken and failing satisfactory resolution, the employee, with the assistance of the Union Committee may report the allegations to the Chair of Regional Council.

Renewed at Kitchener, Ontario this 25<sup>th</sup> day of February, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

Gail Kaufman Carlin  
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Letter #8

LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO,  
SUNNYSIDE HOME  
- and -  
**Unifor** AND ITS LOCAL 1106

Re: Priority for Time Off

Preference for time off approvals submitted by March 1<sup>st</sup> shall occur in the following order:

- 1) Vacation
- 2) Paid Holiday lieu time ("stats")
- 3) Lieu Time
- 4) Unpaid Leave

Renewed at Kitchener, Ontario this 25<sup>th</sup> day of February, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

Gail Kaufman Carlin  
Zilda Amaral  
Helen Eby  
Diana Ulett  
Heather Larmour

Bill McLachlan  
Susan Cressman  
Karrie Mercier  
Laura Huras  
Yvonne Quigley  
Bill Gibson

Letter #9

LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO,  
SUNNYSIDE HOME  
- and -  
**Unifor** AND ITS LOCAL 1106

Re: Paid Education Leave

The Employer will pay \$1000.00 to **Unifor** towards education leave.

Renewed at Kitchener, Ontario this 21<sup>st</sup> day of June, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

Gail Kaufman Carlin  
Zilda Amaral  
Helen Eby  
Diana Ulett  
Heather Larmour

**Unifor** AND IT'S LOCAL 1106

Bill McLachlan  
Susan Cressman  
Karrie Mercier  
Laura Huras  
Yvonne Quigley  
Bill Gibson

LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor** AND ITS LOCAL 1106

**RE: Casual Employees**

In the interest of establishing a casual pool of employees to alleviate staff shortages, 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. Scheduling provisions as outlined in Article 14 shall not apply (articles 14.03, 14.04, and 14.05). These casual employees will not receive the same consideration of having every other weekend off.
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 affected employees.
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 eleven (11), with the distribution amongst departments and classifications as agreed verbally

on February 26, 2004. Any amendments to this number or allocation will be set by mutual agreement with the Union and shall be reviewed on a quarterly basis by the union management committee.

5. Regular employees may request a request for transfer to casual part time status in writing to their supervisor, providing the number of casual employees do not exceed the number agreed to in paragraph 4.
6. 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 eight (8) shifts in a six (6) week availability period and two (2) of those shifts must be weekends.
7. 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.
8. 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.

9. The effective date of this letter of understanding is the signing date.

Renewed this 9<sup>th</sup> day of May, 2013 in Kitchener, Ontario.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor** AND ITS LOCAL 1106

**RE: Availability and Scheduling**

**Unifor agrees to support the scheduling system of availability and encourage all part time employees to participate, commit, and communicate fully with respect to their availability.**

- 1. Employee schedules will be posted for a six (6) week time block which will be based upon the six (6) week availability set out in 2 a).**
2.
  - a) The Employer will provide availability forms that will be used by every part time employee. Every part time, **casual and student** employee is required to provide to the Employer, completed availability form by 2400 hours on the Saturday, four (4) weeks prior to the posting of the schedule which indicate all periods of availability during the scheduling period.
  - b) For the schedules that include December 15 to January 5, the deadline for submission of the availability sheet is November 1<sup>st</sup>. Schedules will be posted no later than November 15<sup>th</sup>.

- c) For the schedules that include July and August, the deadline for submission of the availability sheets is May 1<sup>st</sup>. Schedules will be posted no later than June 1<sup>st</sup>.
- d) Part time employees have the option of providing a master availability sheet that lists their availability for the schedule provided for, and all subsequent schedules, until they initiate a change to the availability sheet.
- e) Overtime availability **for RPNs and PSWs in Long Term Care** will be recorded on a separate availability list.
- f) An employee when submitting availability shall not be required to be available for more than one shift per day, nor does this preclude an employee from making themselves available for more than one shift per day.
- g) For all part time, casual, **fixed term** and student **employees hired after July 10, 2013** it is agreed and understood that providing availability for a classification means the employee is required to accept and work the shift wherever the work is available in the Home.
- h) **Casual employees must be available in accordance with the Letter of Understanding RE: Casual Employees. Students must be available in accordance with the Letter of Understanding RE: Students.**
- i) Employees will be deemed to be unavailable for all shifts during the posting period if no availability form is provided to the employer. Late submissions will be accepted for call-ins that arise, but not for pre-booked shifts. **Nothing in this Article prevents the Employer from calling any employee in an attempt to fill a shift.**

- j) Employees may amend their availability for the current schedule during the first week after the schedule is posted from Sunday 0600 until Sunday 0600. When assigning shifts during this one week period, the Staffing Clerk must contact the employee to verify that there have been no changes to their availability prior to assigning the shift.

In addition, employees may amend their availability once weekly thereafter from Sunday 0600 until Monday 0600.

Employees must indicate the changes to their availability in accordance with the Home's procedure.

- k) If the open shift will commence with less than forty-eight (48) hours and/or scheduled shift, the staffing clerk will call the employee to advise that employee of the details of the shift that is assigned. If the open shift will commence after the employee's next scheduled shift and/or with greater than forty-eight (48) hours, it will be the responsibility of the employee to check the schedule. The shift cannot be refused.

It is an expectation that employees have the means of accepting messages.

- l) After the schedule is posted, open shifts commencing in less than 24 hours will be offered as follows:

- i) First employee eligible for the shift will be called, if no answer or have to leave a message, the next person will be called immediately and so on. **The first person who**



**calls back is assigned the shift.**

m) Once a shift has been assigned to an employee and posted on the schedule, it is the requirement of the employee to work the shift. **If the employee is unable to work the shift the employee must find their own replacement, and must receive approval from their supervisor.**

n)i) **In Long-Term Care open shifts will be assigned initially to the senior employee, available for the shift in the following order:**

- 1) the same classification within the building and department; then**
- 2) the same classification from another building within the department; then**
- 3) where appropriate, qualified staff from another classification within the building and department; then**
- 4) where appropriate, qualified staff from another classification from another building within the department; then**
- 5) the same classification in Community Programs.**

**Some departments are not separated by buildings. For these departments, shifts are assigned to employees in the same classification and then another classification within the department.**

**ii) In Community Programs open shifts will be assigned**

initially to the senior employee, available for the shift in the following order:

- 1) the same classification within the program; then
- 2) where appropriate, another classification within the program; then
- 3) the same classification from another program; then
- 4) where appropriate, another classification from another program; then
- 5) the same classification in Long-Term Care.

The two sites of the CAP Program will be considered one (1) program (Cambridge and Kitchener) for call in procedures. e.g. If a Kitchener RA calls in sick, the call in process will begin with the most senior eligible RA within the CAP program Kitchener or Cambridge.

- o) Attempts will be made to replace shifts at straight time rates before offering overtime for a replacement.

### 3. Shift Giveaways (Part-Time only)

- a) Shifts may only be given away after the six (6) week schedule has been posted.
- b) All requests must be submitted in the scheduling drop box to be processed.
- c) A part-time employee may give away one (1) pre-scheduled shift per week, excluding weekend shifts.

- d) **Part time employees may give away no more than two (2) weekend occurrences in a six (6) month period. For exceptional circumstances, additional giveaways may be approved at the discretion of the supervisor.** An occurrence may be a single shift or a full weekend (Friday – Sunday). With only one (1) weekend occurrence from July 1<sup>st</sup> through Labour Day weekend inclusive.
- e) No giveaways will be considered from December 20 to January 4<sup>th</sup>
- f) Shift giveaways that would normally result in overtime are able to be approved by management if the recipient of the extra shift agrees to be paid at straight time rates for the extra shift. Employees may not violate the ESA (Employment Standards Act) as it relates to number of hours worked in a day.
- g) Employees requesting to give away shifts must complete the appropriate form including signatures from both parties forty eight (48 ) hours in advance of the scheduled start of the shift to the staffing office. Short notice approvals may be approved by the RN in charge or the lead hand provided no supervisor is available in the building.  
Shift giveaways do not apply to full time employees

#### 4. Shift Switches

- a) Switches may only be completed during the current posted schedule.
- b) All requests must be submitted in the scheduling drop box to be processed.
- c) Shifts must be of equal duration (full time only).

- d) Employees may switch up to two (2) shifts in a two-week pay period.
- e) **Employees may switch no more than two (2) weekend occurrences in a six (6) month period. For exceptional circumstances, additional weekend switches may be approved at the discretion of the supervisor.**
- f) An occurrence may be a single shift or a full weekend (Friday – Sunday). With only one (1) weekend occurrence from July 1<sup>st</sup> through Labour Day weekend inclusive.
- g) Switches that would normally result in overtime are able to be approved by management if both parties to the switch agree to be paid at straight time rates for the switched shift.  
Employees may not violate the ESA (Employment Standards Act) as it relates to number of hours worked in a day.
- h) Employees requesting to switch shifts must complete the appropriate form including signatures from both parties forty eight (48) hours in advance of the scheduled start of the shift to the staffing office. Short notice approvals may be approved by the RN in charge or the lead hand provided no supervisor is available in the building.
- i) Full time employees may switch shifts with full time or part time employees with the agreement that they will be worked at straight time only and are of equal value (7.75 hours for full time).

## 5. Scheduling of Paid Holidays

Full Time Employees scheduling of Paid Holidays (Stats): In accordance with Article 17.03 of the collective agreement, paid Holidays are to be mutually arranged by the staff member and their supervisor. Requests will not be unreasonably denied.

- a) To schedule a stat the staff member MUST find their own replacement, and MUST receive approval from their manager. The staffing clerk MUST be informed a minimum of 48 hours in advance of the shift, and preferably as soon as it has received approval from the manager. Such approval will be given in a timely manner. The replacement cannot incur overtime rates.

## 6. Medical certificates

Medical certificates, at a cost to be borne by the employee, may be required at management's discretion in the summer months particularly for absences such as patterned absences, and absences adjacent to paid holidays.

## 7. Vacation

Full-time Employees vacation requests of less than one week shall be considered having regard to the same consideration as regular vacation request of week or more.

**After the schedule is posted, employees who request vacation with less than 2 weeks notice must find their own replacement.**

Amended in Kitchener, Ontario this 9<sup>th</sup> day of May 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

Gail Kaufman Carlin  
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Letter #12

LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor** AND ITS LOCAL 1106

**Re: Shift Cancellation**

In situations where it is necessary to reduce shifts due to outbreak or any other unforeseen circumstances, shifts will be reduced by reverse order of seniority within the classification in the affected department or program.

It is understood instructions from legislative bodies will take precedence over this language, for example direction from Public Health, and or the Ministry of Health.

Renewed at Kitchener, Ontario this 25<sup>th</sup> day of February, 2013.

FOR THE REGIONAL

MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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Letter #13

LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor** AND ITS LOCAL 1106

**RE: JOB EVALUATION**

The parties agree there is a benefit to having increased knowledge about the job evaluation process at the Home.

Therefore, it is agreed:

- 1) The Union shall have one member as appointed to participate in the job evaluation process. Such participation will be on a voice without vote basis and will be intended to bring perspective and relevant information to the process. The Union member will have access to the data reviewed in each job evaluation including information on the evaluation rating tool used along with the applicable rationale used in scoring.
- 2) Such Union appointed member shall be paid their regular hourly rate for all time spent in such review.
- 3) The appointed member may not participate if the member is in a position to benefit personally or operationally from the results of the evaluation. The President of Local 1106 will be the alternate union committee member.
- 4) All matters discussed by the committee shall be confidential and remain so except where, by consensus, specific information may



be agreed to be shared.

- 5) The Employer will provide training to the Union committee member(s).

Renewed at Kitchener, Ontario this 25th day of February, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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Letter #14

LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor** AND ITS LOCAL 1106

**RE: STUDENTS**

Further to the agreement of the parties regarding payment for students

AND

The acknowledgement of the parties that the situation contemplated in Article 25.04 c) has occurred, the parties agree to the following conditions with respect to students:

1. Students will not form part of the regular part time pool for the months of October through May inclusive. Students will be considered to have the same status as casual employees for the purposes of call in. The regular part time pool must be exhausted at straight time rates before offering call in time to a casual employee or a student. If it is an overtime situation, full time, part time and casual employees must be exhausted before offering overtime to a student. Scheduling provisions as outlined in Article 14 shall not apply (articles 14.03, 14.04, and 14.05). Students will not receive the same consideration of having every other weekend off. For clarity for call in purposes the following categories will be called:

Regular Part Time  
Casual Part Time

## Fixed Term Students

For vacation relief, the shifts that are part of a regular part time line that is vacated by a part time employee filling a week of full time vacation where possible will be assigned directly to a student.

Sunnyside Home will hire a maximum of nine (9) students. The parties will discuss any change to this number at a union management meeting if required. The nine students will be in the following areas of the Home: Two (2) in Dietary, six (6) in Resident Care, and one (1) in Maintenance.

2. The Parties will discuss the feasibility of students being placed in vacant lines during the school vacation period in the spring of each year.
3. Students will be on probation for the duration of their student placement.
4. Students 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 affected employees
5. Students will only be considered eligible for any posted positions after all applications from regularly scheduled and casual employees have been considered. Students will not be eligible to be considered for assignment (lines) where their schedule would have to be modified to accommodate their classes.
6. The number of students employed outside the vacation period will be discussed with the union and shall be reviewed on a quarterly

basis by the union/management committee. Any student who has completed their course will be discussed at a union management regarding options available to the student and to the Home.

7. Students will be terminated from their employment with Sunnyside Home and lose any seniority rights for any of the following reasons:

- a) Continuous non employment of three (3) months
- b) Failure to meet any of the following requirements:
  - 1) Students shall be required to be available homewide one of the following, Christmas Eve and Christmas Day, or New Years Eve and New Years Day.
  - 2) For the months September through April, Students must be available for a minimum of eight (8) shifts in a six week availability period and four (4) of those shifts must be weekends  
During May through August, Students must be available for a minimum of three shifts a week. In three of six weekends in a scheduling period, students must be available for shifts on both Saturday and Sunday.
  - 3) Students must be available the Saturday and Sunday of two of the following weekends:
    - a)Victoria Day weekend
    - b)Weekend closest to July 1
    - c)Civic Holiday weekend
    - d)Labour Day weekend
  - 4) If a student resigns from their school program, they are required to inform Sunnyside Home immediately and their student employment will be terminated immediately.

8. The Employer agrees to provide to the union chairperson a list of all students and the totals of hours worked during each six week period

that corresponds to the six week work schedule.

9. Students will pay union dues.

10. Students will not have seniority rights.

11. Students will not be eligible for Tuition Refund under the Region's Tuition Refund Policy.

12. The effective date of this letter of understanding is the signing date.

Renewed at Kitchener, Ontario this 9<sup>th</sup> day of May, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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Letter #15

LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor** AND ITS LOCAL 1106

**RE: WEEKEND PREMIUM**

During negotiations the parties agreed to a weekend premium of 50 cents per hour worked when the weekend work is not on the employee's regularly scheduled weekend.

1. For the purpose of this premium only, the premium will apply for all hours worked when the majority of the hours worked fall between 1400 hours on Friday and 700 hours on Monday.
2. Overtime and this premium will not pyramid under any circumstances.
3. Weekend premium will be paid in addition to shift premium.
4. If an employee arranges for their own replacement when taking a stat holiday on the weekend, the replacement employee is eligible for this premium.
5. If an employee accepts a week of vacation relief and there are weekend shifts in the week accepted, the employee is eligible for this premium.
6. If an employee initiates a switch or accepts and works a weekend shift as the switch, this premium DOES NOT apply.
7. This premium does not apply to casual part time employees.

Renewed at Kitchener, Ontario this 21<sup>st</sup> day of June, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO,  
SUNNYSIDE HOME  
- and -  
**Unifor** AND ITS LOCAL 1106

RE: Educational Opportunities-Preparing For Future Job Vacancies

The parties agree it is to their mutual benefit to clarify the posting procedure as outlined in Article 25. The following is therefore intended to record the Employer's established procedures with regard to applicants for job postings under Article 25.02.

1. For classifications outside of their own, the employee needs to submit an application form and a resume to apply for a posting.
2. Qualified applicants will be considered on the basis of seniority provided the senior employee possesses the necessary qualifications and experience to perform the normal requirements of the job.
3. It is advisable for an employee to provide advance interest to the Employer of his/her intentions to apply to postings in one or more particular departments.
4. If the employee shows genuine interest, a meeting will be arranged to discuss job requirements and avenues the employee may use to best properly qualify him/her for desired positions. The Human Resources Associate and/or Organizational Development staff and/or Managers/Supervisors at the Home will be available to employees for consultation.



5. These discussions may also occur during the on-going Performance Development Program (PDP) process.
6. Applicants will be advised of any testing requirements at time of interview booking.

The Employer believes that it is to everyone's advantage to be fully informed of the opportunities which lie within their control to achieve their goals. It is the Employer's intention to assist employees as much as possible to pursue such initiatives.

Renewed at Kitchener, Ontario this 25<sup>th</sup> day of February 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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**Letter #17**

**LETTER OF UNDERSTANDING**  
**- between -**  
**THE REGIONAL MUNICIPALITY OF WATERLOO,**  
**SUNNYSIDE HOME**  
**- and -**  
**Unifor AND ITS LOCAL 1106**

Re: Women's Advocate

**The parties recognize that female employees may sometime wish to discuss with another woman matters such as violence or abuse at region, home or workplace harassment. They may also require information about other relevant resources in the community.**

**For this reason the parties agree to recognize the role of a women's advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will make herself available to female employees to discuss problems and disseminate information about local services and supports. The Advocates are not counselors. They refer women to appropriate support agencies for their issues, such as the Employee Assistance Program (EAP).**

**It is intended that women will access the Women's Advocates outside of their regularly scheduled hours. Where this is not possible, meetings may take place during scheduled hours at the request of the Advocate and with the permission of the Supervisor(s). Such requests shall not be unreasonably made or denied.**

**The name of the Advocate will be posted on the union bulletin board. The Employer agrees to provide access to a private space**

**so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.**

**The Women's Advocate will not be involved in any step of the grievance or discipline procedure. Any workplace harassment situations shall be brought to the attention of the Employer immediately.**

**Nothing in this letter precludes an employee from discussing such matters with a supervisor.**

Renewed at Kitchener, Ontario this 15<sup>th</sup> day of April, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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**Letter #18**

**LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO,  
SUNNYSIDE HOME  
- and -  
Unifor AND ITS LOCAL 1106**

Re: Skilled Trades and Apprenticeships

The parties agree to the benefits of defining and recognizing skilled trades positions.

Therefore, the parties agree to form a committee made up of two (2) representatives from management responsible for skilled trades, and two skilled trades members appointed by the Union.

Meetings will be held on a quarterly basis, or as needed.

Committee meetings will include information exchange and discussion on:

- New technology
- Skilled Trades Training
- Upcoming planned work or future installations
- Apprenticeship opportunities

Renewed at Kitchener, Ontario this 25<sup>th</sup> day of February, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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Letter #19

LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor** AND ITS LOCAL 1106

**RE: RPN**

When there is an open 3:00-11:00 pm RPN shift and no RPN is available at regular time, **management will determine if overtime is required. If overtime is required** an RPN who has indicated interest in overtime **as per the call-in language**, will be offered overtime for 3:00pm to 8:30pm.

All options will be explored to fill the shift as fully as possible with an RPN.

Renewed in Kitchener, Ontario this 21<sup>st</sup> day of June , 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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Letter #20

LETTER OF UNDERSTANDING  
-between-  
THE REGIONAL MUNICIPALITY OF WATERLOO  
SUNNYSIDE HOME  
-and-  
**Unifor** AND ITS LOCAL 1106

**RE: Joint Anti-Harassment Training**

The Region agrees in principle to the Joint Anti-Harassment Training.

Signed in Kitchener, Ontario this 9<sup>th</sup> day of May, 2013.

FOR THE REGIONAL  
MUNICIPALITY OF WATERLOO

**Unifor** AND IT'S LOCAL 1106

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