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EFF.	98 04 01
TERM.	2000 03 31
No. OF EMPLOYEES	130
NOMBRE D'EMPLOYES	LP



COLLECTIVE AGREEMENT

BETWEEN:

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE

- and -

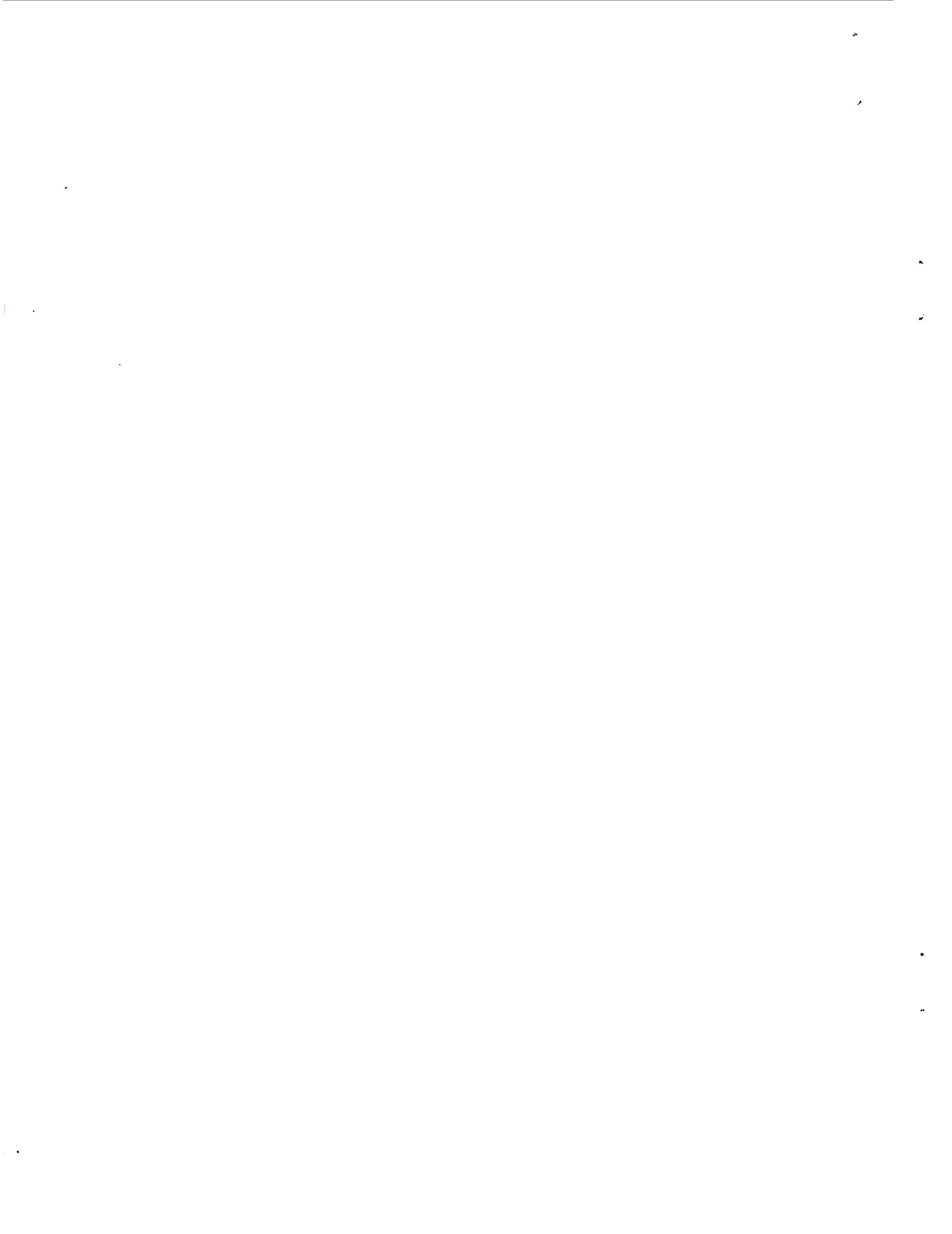
**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.**

FULL TIME AND PART TIME BARGAINING UNITS

EFFECTIVE: APRIL 1, 1998
EXPIRY: MARCH 31, 2000

RECEIVED
FEB 10 2000

11085 (02)



FOR YOUR INFORMATION

The International Union has a scholarship programme that offers one four-year scholarship of \$750.00 annually. For details of this programme contact the Union Office.

Local 220 also has a scholarship programme, which provides two 3-year scholarships of \$500.00 annually. Information on this scholarship can be obtained at the Local 220 Union Office.

Please keep the Union Office advised of any change of address. It is each member's responsibility to ensure their Union dues payments are up to date.

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THE SIX IMPORTANT

W's

IN EVERY GRIEVANCE

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

NCE PROCEDURE

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

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

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Note: The Articles that do not apply to ~~Part~~ Time Bargaining Unit Employees. are identified as "Full-timeOnly".

ARTICLE 1 - PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and those of its employees at Sunbeam Residential Development Centre, Kitchener, Ontario for whom the Union is the exclusive bargaining agent, and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions of such employees. It is the desire of the parties to cooperate and work harmoniously together in promoting mutual interest in the operation of Sunbeam Residential Development Centre.

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

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

ARTICLE 2 - UNION RECOGNITION

2:01 The Union has been certified by the Ontario Labour Relations Board as the bargaining agent for two groups of employees as hereinafter more particularly described in Article 2:02 (Full Time Bargaining Unit) certificate dated June 18, 1973, and Appendix "A" - A. (~~Part~~ Time Bargaining Unit) certificate dated September 26, 1978, and it is the intention of the parties that such bargaining units shall continue to exist separately one from the other and that nothing in this document shall be construed so as to merge such units. In accordance with such intention this document shall be deemed to be **two** agreements, one between the Employer and the Union as bargaining agent for those employees referred to in Article 2:02 and one between the Employer and the Union as bargaining agent for those employees referred to in Appendix "A" - A.

2:02 Full-time Only

The Employer recognizes the Union as the exclusive bargaining agent for all its employees who are employed at Sunbeam Residential Development Centre in Kitchener, Ontario, save and except foremen, supervisors, persons above the rank of foremen and supervisor, professional nursing staff, office staff, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.

2:03 Each of the parties agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union.

Employer: _____

Union: _____

- 2:04 This Agreement shall not apply to residents of the Centre who perform services as therapy, provided however, that the use of residents as outlined above shall not be used to reduce the number of staff or interfere with the working conditions or the jobs of the employees covered by this Agreement.
- 2:05 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or an emergency when regular employees are not readily available, or instances mutually agreed on by the parties. For the purposes of clarity, this restriction does not apply to students attending the Centre for training purposes or volunteers who assist the residents.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Order, discipline and efficiently govern the conduct of employees, establish and enforce reasonable rules and regulations necessary therefore but such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations or making new rules and regulations the Employer will inform the Union Committee of such alterations or changes.
 - (b) Hire, discharge, transfer, promote, demote, classify, assign or discipline employees provided that a claim of discriminatory transfer, promotion, demotion, classification or assignment or a claim that an employee has been discharged or disciplined without a reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 4 - UNION REPRESENTATION

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

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

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

Employer: _____

Union: _____

- 4:03 (a) Members of the Union Committee and Stewards shall receive regular pay for all regularly scheduled working hours lost due to attendance at contract negotiations between the parties up to and including arbitration for which permission has been granted.
- (b) A Steward and where applicable members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings for which permission has been granted, which shall, for the purposes of clarity, cover meetings with a grievance settlement officer appointed under Section 45 of the Labour Relations Act, with representatives of the Employer whether on or outside the Employer's premises.
- 4:04 The Union Committee and the Management of the Centre shall meet each month at times mutually agreed upon provided there is business for their joint consideration. A request for a meeting shall be indicated by a letter from either party to the other. The Centre Administrator or designate and the Chairperson of the Union Committee or Union Committee Member will set up an agenda of subjects to be discussed prior to the meeting.
- 4:05 It is agreed that a Union Representative shall have reasonable access to the Employer's premises and may be present with the Union Committee at any meeting with the Employer's Representatives. Such Union Representative shall advise the Centre's office upon entering the premises.

ARTICLE 5 - COMPLAINT PROCEDURE

- 5:01 (a) It is the mutual desire of the parties hereto that complaints of the Employer or the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until he or she has first given the immediate Supervisor an opportunity of adjusting the complaint.
- (b) It is the mutual desire of the parties hereto that group or policy complaints of the Employer or the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until he/she has first given the Department Head an opportunity of adjusting the complaint.
- 5:02 If an employee has a complaint, he or she, who may request the assistance and attendance of the Steward, shall discuss it with the immediate Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, a grievance may be lodged by the employee within five (5) working days following the reply of the immediate Supervisor, which must come within five (5) working days following the complaint.

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

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

- (b) Any disciplinary notations shall be removed from an employee's personnel file after eighteen (18) months of such discipline being imposed, provided that during the eighteen (18) month period there has not been any other related discipline given to the employee.

ARTICLE 6 - GRIEVANCE PROCEDURE

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

6:02 **Step 1**

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

6:03 **Step 2**

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

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

- 6:05 A Saturday, a Sunday, a statutory holiday within the meaning of this Agreement, or an aggrieved employee's day off shall be excluded in computing the time limits within

Employer: _____

Union: _____

which a step is taken under the grievance procedure of this Agreement.

- 6:06 If an employee wishes to grieve his or her suspension or discharge, such employee shall within a calendar week of such suspension or discharge reduce such grievance to writing and it shall be dealt with under the grievance procedure commencing at Step 1 thereof.
- 6:07 **An** employee may only be discharged for just cause, except that any employee who has not completed the probationary period may be terminated on the basis of a fair and proper assessment of suitability for employment with the Centre, which action may be taken up as a grievance.
- 6:08 Misunderstandings or controversy **as** referred to in Article 6:01 arising between the Employer and the Union which may be considered **as** policy or group matters shall be reduced to writing by either party and dealt **with** commencing at Step 2 of the Grievance Procedure.
- 6:09 The Employer or the Union may have such counsel or other assistants present as they may desire when grievances are taken up under Step 2 of this Article provided that no more than two of such counsel or assistants representing either the Employer or the Union may be present at such meeting unless all parties agree to additional representation.
- 6:10 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received, within twenty (20) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned (effective July 26th, 1999).
- 6:11 The time specified in Article 6 may at any time whether before or after the event be extended or abridged by mutual consent of the Employer and the Union. Such consent shall be expressed in writing and shall specify the alteration agreed to.

ARTICLE 7 - ARBITRATION PROCEDURE

- 7:01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten days notify the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chairman within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The

Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman will govern.

- 7:02 No person shall be appointed a member of the Arbitration Board who has been involved in an attempt to negotiate or settle the difference or allegation submitted or to be submitted to it.
- 7:03 The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement, nor shall it alter, modify or amend any part of this Agreement.
- 7:04 In the event that an Arbitration Board is required to deal with a dispute involving the discharge or suspension of an employee, it shall have the power to sustain the discharge or suspension or reinstate the employee with or without compensation for time lost since the date of discharge or suspension, or, in the alternative, may make such other order which it considers just and equitable, provided however, that in assessing any compensation to be paid to a discharged or suspended employee the Arbitration Board must limit such compensation, if granted, to loss of wage earnings from the Employer.
- 7:05 Each party shall bear the cost of its own arbitrator and any expense incurred by reason of the appointment of the third arbitrator shall be borne equally by the parties.
- 7:06 The times specified in Article 7 may at any time, whether before or after an event, be extended or abridged by mutual consent of the Employer and the Union. Such consent shall be expressed in writing and shall specify the alteration agreed to.

ARTICLE 8 - UNION SECURITY

- 8:01 The Employer shall deduct Union dues monthly for the term of this Agreement according to the following conditions:
- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
 - (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
 - (c) On or before the 10th day of every month the Employer shall remit by cheque to the Secretary-Treasurer of the Union the sum total of the deductions made during the preceding month.
 - (d) The Employer agrees when forwarding Union dues to submit a list indicating the

Employer: _____

Union: _____

names of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, rate of pay and dates of hire of those employees hired in the preceding month. The Employer also agrees to list those employees, who have terminated employment, giving the reason supplied by the Employer to the Employment Insurance Commission for the employee's termination.

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

ARTICLE 9 - SENIORITY

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

Where the factors listed in (b) are relatively equal among employees, departmental seniority shall prevail.

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

- 9:02 **Notice**
In the event of a proposed layoff at the Centre/Group Homes of a permanent or long-term nature within the bargaining unit, the Employer shall:

Employer: _____

Union: _____

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

Layoff

- d) In all cases of layoff, employees will be laid off according to departmental seniority. The Employer will provide a Layoff Notice directly to the incumbent(s) of the position(s) which is experiencing a reduction in hours, or becoming redundant provided that the employees who are entitled to remain on the basis of seniority are qualified and able to perform the available work. For purposes of a layoff in the Full Time Bargaining Unit, probationary employees shall be laid off first, and ~~Part~~ Time employees in temporary full time jobs shall be laid off next, then Full Time employees, provided that the employees who are entitled to remain on the basis of seniority are qualified and able to perform the available work.
- e) Seniority lists for layoff and recall rights of part time employees shall be separate from full time employees.
- f) An employee who is subject to layoff shall have the right to either:
 - i) accept the layoff and severance payment; or
 - ii) accept the layoff and remain on recall; or
 - iii) accept a transfer to a vacant position, either full time or part time, provided that she or he is qualified and able to perform the available work as per the position's stated criteria, or
 - iv) Individuals who are in receipt of Layoff Notices may exercise their bumping rights first within their own department in accordance with their seniority, to bump into any position for which they are able and qualified (as per the position's stated criteria) and need no more than a regular

Employer: _____

Union. _____

orientation period in order to perform the normal requirements of the job. In any bump under this article the individual bumped will be the least senior in that position and/or shift. This may result in a loss of hours, gain in hours, and/or change in shift.

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

- v) The decision of the employee to choose (i) or (ii) or (iii) or (iv) above shall be given in writing to the designated Employer representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted layoff.

- g) Individuals who are in receipt of a Layoff Notice may not bump into another bargaining unit i.e., full time staff cannot bump into the **part** time bargaining unit. Part time staff cannot bump into the full time bargaining unit.

- h) Individuals who are 'bumped' and subsequently receive a Layoff Notice, may exercise their seniority rights in the same manner as those receiving the initial notices.

- i)
 - (i) Individuals who previously worked full time hours and who have 'bumped' into modified full time positions as a result of no regular full time positions being available to them, as per paragraphs f) to h) of this article, will first be offered any regular full time temporary vacancies within their department due to Leaves of Absence, which are defined in Article 11:02 to 11:07 of the Collective Agreement, and are expected to extend beyond six (6) weeks duration. These will be offered in order of seniority prior to posting the vacancy provided the individual is able and qualified and needs no more than a regular orientation period in order to perform the normal requirements of the job. This practice shall continue for a period no longer than eighteen (18) months from the date the Layoffs become effective. Individuals affected by this article who are in a temporary vacancy at the time this article expires will be allowed to remain in that temporary vacancy for up to a further six (6) months, or until the vacancy expires, whichever occurs first.

 - (ii) As per the foregoing, these individuals who previously worked full time

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

Recall

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

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

Days – Days, modified 6-10, mornings

Evenings – Evenings, modified evenings, Afternoons, modified afternoons

Nights – Nights,

In the Part Time Bargaining Unit there is only the 6-10 shift.

Sundry

- k) A 'vacant position' shall mean a position for which the posting process has not been completed.
- l) Employees on layoff are not entitled to benefit coverage while on layoff.
- m) No new employees shall be hired until all employees on layoff, who are qualified and able to perform the available work, have been offered an opportunity to return to work and failed to do so, in accordance with paragraph j) of this article.
- n) Nothing in this article requires the Employer *to* fill either a permanent or temporary vacancy.

- o) Where an employee resigns effective within 30 days after receiving notice of layoff pursuant to Article 9, that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks regular salary for each year of continuous service to a maximum of 16 weeks regular salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- p) Where an employee resigns effective later than 30 days after receiving notice of layoff pursuant to Article 9, that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks regular salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.
- q) At the time of issuing notice of permanent layoff pursuant to Article 9 in any classification(s), the employer will offer early retirement allowance to a sufficient number of employees eligible for early retirement under the Employer's pension plan, to the extent that the maximum number of employees in either full time or part time status who elect early retirement is equivalent to the net reduction of positions in that classification.
- r) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks regular salary for each year of service, to a maximum ceiling of 26 weeks regular salary.

Notes:

Right of recall for 18 months (currently in Article 9:05 g).

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

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

1. Resident Care
2. Dietary
3. Plant Operations (including custodial staff, laundry and housekeeping; plant maintenance, including maintenance, driver-maintenance and janitorial).
4. Programming
5. Group Homes

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

- (b) **An** employee whose status is changed from full time to **part** time shall obtain his/her **part** time seniority converted on the basis of one year of full time seniority equaling 1750 hours of **part** time **seniority**.
 - (c) **An** employee whose status is changed from part time to full time shall obtain his/her full time seniority converted on the basis of one year of full time seniority equaling 1750 hours of part time seniority.
 - (d) When a transfer is made from full time to part time or vice versa only the accumulated seniority of the employee, as it exists immediately before the transfer, shall be considered.
- 9:05 **An** employee shall lose all seniority and his or her employment shall be conclusively deemed to have been terminated for any of the following causes:
- (a) voluntary termination of employment.
 - (b) discharge for cause not reversed under the grievance procedure of this Agreement.
 - (c) failure to return to work within seven days of the mailing of a registered letter containing a request to return to work after a layoff addressed to the employee at his or her address **as** shown on the Employer's records; the Employer may extend such period of seven days if, in the opinion of the Employer, the employee has given satisfactory reason for his or her failure to return to work.
 - (d) absence from work for three consecutive regular working days unless such absence is caused by reasons beyond the control of the employee. (This provision shall not be construed so **as** to mean a shorter absence may not in appropriate circumstances be reason for loss of seniority and/or employment).
 - (e) failure to return to work without reasonable excuse at the expiration of a leave of absence.
 - (f) acceptance of other regular employment while on leave of absence unless such leave was granted for that purpose.
 - (g) if an employee is laid off and has not been recalled to work within eighteen consecutive months of layoff.
- 9:06 (a) **An** employee who transfers out of the bargaining unit for a period of six months or less will continue to accumulate bargaining unit seniority for the entire period of employment outside the bargaining unit.
- (b) Any employee who transfers out of the bargaining unit for a period in excess of 6

Employer: _____

Union: _____

months, will not continue to accumulate seniority in the bargaining unit past the 6 month period except for vacation entitlement and wage progression, however all seniority accumulated from employment in the bargaining unit will be retained.

- (c) An employee who transfers out of the bargaining unit for a period in excess of 12 months will lose all seniority in the bargaining unit, except for vacation entitlement and wage progression.
- (d) **An** employee who has transferred into the Bargaining Unit from any position which is outside the Bargaining Unit shall have seniority recognized as of the date of entrance into the bargaining unit, except for vacation entitlement and wage progression.

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

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

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

9:10 Full-time only

Employees shall be probationary until they have been continuously employed by the Employer for a period of sixty (60) calendar days. If an employee is retained for the employee's aforementioned probationary period, his or her name shall be placed on a seniority list and his or her seniority shall be based on the date he or she was last hired by the Employer.

ARTICLE 10 - TRANSFERS

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

10:02 **An** employee who is temporarily transferred by the Employer to a lower rated job classification shall continue to receive the pay rate that employee was receiving at the

time of the transfer and shall be eligible for any wage scale increments which may fall during such a period of temporary transfer.

- 10:03 **An** employee who is temporarily transferred by the Employer to a higher rated job classification within the bargaining unit than the employee's regular job, such employee shall receive the rate of the higher paid job based on such employee's seniority.
- 10:04 When **an** employee requests and is **permitted** by the Employer to transfer from one department to another or in the same department to a new position, where a rate of pay has not been agreed upon by the Employer and the Union, the employee shall receive his/her rate of pay before the transfer and according to seniority and thereafter until a rate is agreed upon.

ARTICLE 11 - LEAVES OF ABSENCE

11:01 The Employer shall grant leaves of absence without pay limited to twelve (12) months for any one leave, for sickness and/or injury which is not covered by The Workplace Safety and Insurance Board or by **an** employee's accumulated sick leave credits (under Article 18). The Employer, in its discretion, may extend the leave of absence for a longer period of time. The Employer shall not exercise its discretion unreasonably. The Employer may require proof of sickness and/or injury for which leave of absence is requested.

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

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

- (b) Pregnancy Leave

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

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

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

Employer: _____

Union: _____

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

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

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

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

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

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

(c) Parental Leave

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

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

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

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

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

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

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

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

Employer: _____

Union: _____

11:03 **Full-time Only**

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

11:04 **Compassionate Leave (Full-time only)**

- (a) Compassionate leave of absence shall be granted to an employee for three (3) consecutive working days with pay upon application to the Employer in the event of a death of a member of the employee's immediate family, in conjunction with the day of the funeral. The term "immediate family" means parent, step-parents, spouse of record, child, stepchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, or grandchild, aunt and uncle. "Spouse for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. A leave of absence of one day with pay shall be granted to an employee upon application for the purposes of attending a funeral of a spouse's grandparent.
- (b) It shall be the responsibility of the employee to notify the Employer as soon as possible following any such bereavement for which a leave is requested.

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

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

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

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

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

In-service Programme

- (a) Both the Centre and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Centre will provide, where it deems necessary, programmes related to the requirements of the Centre. Available programmes will be publicized.
- (b) When an employee is on duty and authorized to attend any in-service programmes within the Centre during their regularly scheduled working hours, they shall suffer no loss of pay. When an employee is required to attend courses outside their regularly scheduled working hours, they shall be paid at their regular straight time rate of pay.

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

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

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

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

At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required. or be transferred to the employee's previous position if the substitution was a transfer.

ARTICLE 12 - COURT ATTENDANCE

12:01 Full-time only

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

- i) notifies the Employer immediately upon his or her notification that he or she will be required to attend court;

Employer: _____

Union: _____

- ii) presents proof of service requiring his or her attendance; and
- iii) promptly repays the amount (other than expenses) paid to him or her for such service or attendance to the Employer.

ARTICLE 13 - HOURS OF WORK

13:01 Full-time only

The normal hours of work shall be thirty-seven and one-half (37 1/2) hours per week to be performed seven and one-half (7 1/2) hours per day. The hours mentioned in this section shall be exclusive of time **allowed by** the Employer for meals, which allowance of time shall be at least thirty minutes in each normal day.

- 13:02 (a) Authorized work performed in excess of seven and one-half (7 1/2) hours work in a day or one hundred and twelve and one-half (112 1/2) hours in a three (3) week period shall be considered overtime and shall be paid at the rate of time and one-half the basic straight time hourly rate of pay.
- (b) Notwithstanding the foregoing, if a special schedule is agreed by the Centre and the Union, in writing, the overtime payment provisions may be varied.
- (c) Overtime premium will not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement.

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

Alternatively, an employee may choose to receive time off in lieu of the appropriate overtime rate. No employee may have more than ten (10) overtime hours (15 equivalent hours **off**) accumulated at any given time. However, such time off must be taken within thirty (30) calendar days of the occurrence of the overtime at a mutually agreeable time, or the accumulated time off shall be paid out on the next regular pay.

13:04 Employees will be allowed two fifteen minute rest periods, inclusive of the time involved leaving and returning to work station, in each 7 1/2 hour shift without reduction of pay and without increasing their regular working hours. The Employer will arrange the time of such rest periods so that each one will fall in each half shift but such rest periods may vary in order to provide adequate staff at all times.

13:05 It is understood that an employee may be required to work no more than seven days continuously.

13:06 Full-time only

There shall be a minimum of fifteen hours off when changing shifts. No employee coming off night shifts shall be scheduled for work within twenty-four hours and provided further that such twenty-four hours shall not be classed as a day off.

13:07 Full-time only

An employee who is called into work **as** a replacement for an absent employee will be paid for a full shift provided that such employee commences work at the time such employee agreed to commence work at the time the employee was called into work.

13:08 Full-time only

(a) Work schedules for full time employees shall be posted at least six weeks in advance and remain posted for the duration of the schedule unless the Employer and employee mutually agree upon a change. Such schedules will be on a three week about basis.

(b) Requests for exchange of days off **as** between employees will be made in writing and Co-signed by the employees at least one (1) week in advance of the current work schedule and shall be approved by the Employer, which approval will not be denied unreasonably, subject to the efficient operation of the Centre. Such mutual exchanges shall not result in overtime payment.

13:09 Full-time only

Full time employees shall continue to have the opportunity to work permanent preferred shifts of work and to make application for any vacant shift postings.

13:10 Full-time only

The Employer will provide a full time employee at least one weekend off work in every three weekends.

13:11 Those employees working the shift where the change from daylight to standard time or vice-versa occurs, shall be paid straight time for the exact number of hours worked. The employee working the extra hour will receive the applicable overtime rate.

13:12 Either party may request a meeting for the purpose of discussing the scheduling procedure in effect.

ARTICLE 14 - CALL IN PAY, REPORTING PAY

14:01 Full-time only

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

Employer: _____

Union: _____

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

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

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

ARTICLE 15 - WAGES AND JOB CLASSIFICATIONS

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

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

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

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

ARTICLE 16 - PAID HOLIDAYS

16:01 Full-time only

Every employee regularly working thirty-seven and one-half (37 1/2) hours per week shall be paid **at** straight time for each of the following holidays:

New Year's Day
Second Monday in February*
Good Friday

Labour Day
Thanksgiving Day
Remembrance Day

Easter Monday (1989)
 Victoria Day
 Canada Day

Christmas Day
 Boxing Day
 Civic Holiday

*Unless another holiday proclaimed (Heritage Day) then to be date proclaimed.

16:02 Full-time only

If **an** employee is required to work on any of **the** aforementioned holidays, the employee will receive either (a) pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; (b) pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and an alternative day off either thirty days before or thirty days following the holiday by mutual agreement between the Employer and the employee.

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

16:03 Full-time only

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

16:04 (a) Full-time only

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

(b) Full-time only

In the event that a holiday mentioned in Article 16:01 falls upon an employee's day off, he or she will be granted a day off with pay at his or her straight time rate in lieu thereof. Such day off is to be scheduled within thirty days before or thirty days following such holiday.

16:05 (a) Full-time only

No statutory holiday other than Christmas, New Year's Day and Boxing Day will be arbitrarily posted.

Employer: _____

Union: _____

- (b) Full-time only
 Provided it does not interfere with the efficient operation of the Centre. an employee may accumulate up to five earned paid holidays. Such days shall be scheduled together and shall not be scheduled so **as** to deny a request for a particular vacation time by another employee, whether senior or junior to the employee who **has** accumulated paid holidays.
- (c) Full-time only
 Provided it does not interfere with the efficient operation of the Centre by written request to an employee's immediate Supervisor one week prior to the posting of a new schedule, **an** employee may request **an** earned statutory holiday be scheduled for such employee.
- (d) Full-time only
 Provided it does not interfere with the efficient operation of the Centre, a statutory holiday can be used in the event of a personal emergency. Such request must be made to the employee's immediate Supervisor.
- (e) Full-time only
 It is agreed that schedules shall be arranged so that no employee shall be required to work on both ~~Christmas~~ Day and the following New Year's Day and that an employee may be required to alternate so that if they are required to work Christmas Day one year, they may not be required to work Christmas Day the next year.
- (f) Full-time only
 Provided it does not interfere with the efficient operation of the Centre. by written request to **an** employee's immediate Supervisor. one week prior to the posting of a new schedule, an employee may request for that employee, the scheduling of two **(2)** earned statutory holidays. Such holidays will have been earned within thirty (30) days before or thirty (30) days following the requested scheduled days. For the purposes of Article 16:05 (b) the scheduling of these two **(2)** earned statutory holidays on consecutive work days or work days interrupted by days off, will not be considered an accumulation.

ARTICLE 17 - VACATIONS WITH PAY

17:01 Full-time only

Every employee who is in the employ of the Employer on the 30th day of June and has been in the continuous employ of the Employer for less than 12 months shall be entitled to a vacation pay allowance of 4% of his or her earnings from the Employer from the preceding first day of July to the 30th day of June.

17:02 Full-time only

Every employee who has been in the employ of the Employer continuously for more than one year but less than seven (7) years as of the 30th day of June in any year shall be entitled to an annual vacation of three weeks with a vacation allowance of 6% of his or her earnings from the Employer from the preceding 1st day of July to the 30th of June.

17:03 Full-time only

Every employee who has been in the employ of the Employer continuously for more than seven (7) years but less than fifteen (15) years as of the 30th day of June in any year shall be entitled to an annual vacation of four (4) weeks with a vacation pay allowance of eight percent (8%) of his or her earnings from the Employer from the preceding 1st day of July to the 30th day of June.

17:04 Full-time only

Every employee who has been in the employ of the Employer continuously for more than fifteen (15) years but less than twenty-five (25) years as of the 30th day of June in any year shall be entitled to an annual vacation of five (5) weeks with a vacation pay allowance of ten percent (10%) of his or her earnings from the Employer from the preceding 1st day of July to the 30th day of June.

17:05 Full-time only

All employees who have completed twenty-five (25) or more years of continuous service with the Employer as of the date of determining vacation entitlement, shall be entitled to an annual vacation of six (6) weeks with a vacation pay allowance of twelve percent (12%) of his or her earnings from the Employer from the preceding 1st day of July to June 30th.

17:06 Full-time only

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

17:07 (a) Full-time only

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

(b) Full-time only

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

amended vacation schedule posted by September 15th.

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

- (c) Full-time only
In accordance with the provisions of (b), and subject to the efficient operation of the Centre, vacation requests will be granted on a seniority basis. except with respect to Resident Care Aides they will be granted on a seniority basis by shift.
- (d) Full-time only
Changes in vacation schedules will only be granted provided it does not interfere with the efficient operation of the Centre and other vacations already granted.
- (e) Full-time only
Vacations are to be taken for a period of not less than five (5) vacation days. However, up to five vacation days can be taken as individual days off where written request is provided to an employee's immediate Supervisor one week prior to the posting of a new schedule. A request for individual vacation days will be granted provided it does not interfere with the efficient operation of the Centre and does not deny a request for a particular vacation time of 5 days or more by another employee, whether senior or junior to the employee.
- (f) Full-time only
Employees will receive their vacation pay in advance at the time of taking their vacation.
- (g) Full-time only
All vacation entitlement must be taken by March 31st except, subject to the efficient operation of the Centre, an employee may request to carry over into the next year, up to one week vacation on written request submitted by September 1st of that vacation year.
- (h) Full-time only
With any payment of vacation earnings, the Employer will provide an employee with a statement of earnings and deductions.

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

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

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

Employer: _____

Union: _____

- 17:08 (a) Where an employee's scheduled vacation is interrupted due to serious illness under full medical certification satisfactory to the Employer, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (c) Where an employee's scheduled vacation is interrupted due to serious illness under full medical certification satisfactory to the Employer, which commenced during the scheduled vacation period, the period of such illness shall be considered sick leave.

ARTICLE 18 - SICK LEAVE

18:01 Full-time only

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

18:02 Full-time only

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

18:03 Full-time only

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

18:04 Full-time only

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

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

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

18:05 Full-time only

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

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

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

ARTICLE 19 - EMPLOYEE BENEFITS

19:01 Full-time only

The Employer will pay 100% of the billed premium for semi-private hospital plan for all employees covered by this Agreement.

19:02 Full-time only

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

19:03 Full-time only

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

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

19:04 Full-time only

The Dental Care Plan (~~Mutual~~Life of Canada as Plan #1 based on 100% current O.D.A. rates) shall continue. The Employer agrees to pay 50% of the premium for such plan for each eligible employee and each eligible employee shall pay 50% of such premium.

19:05 (a) Full-time only

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

(b) (i) Full-time only

Where an employee is absent on an unpaid leave of absence (other than as the result of a compensable injury or disability) the Centre will continue to pay its share of the premiums for coverage under the employee benefit plans in which the employee is participating for the first three (3) months of absence provided that the employee agrees to pay to the Centre the employee's share of the premium costs (where required under the Collective Agreement) prior to the due date of the premium. Benefit coverage may be continued only if there is provision to do so under the terms and conditions of each plan.

(ii) Full-time only

Where an employee is absent on an unpaid leave of absence (other than as a result of a compensable injury or disability) in excess of three (3) continuous calendar months, the employee will become responsible for the full payment of the premiums to the employee benefit plans in which the employee is participating for the period of the absence which exceeds three (3) continuous calendar months. The employee may arrange with the Centre to continue benefit coverage under any or all of these plans by paying the total cost of the premium for each plan to the Centre prior to the date of which payment is due under each plan. Benefit coverage may be continued only if there is provision to do so under the terms and conditions of each plan.

19:06 Full-time only

The Employer shall arrange to implement a contributory pension plan during the term of this Agreement which shall be voluntary for **all** employees employed prior to the date of such implementation but shall be **compulsory** for employees hired on or after such date. The plan shall be comparable to the Mutual Life Pension Plan filed with the Employer dated December, 1978. Employees will be eligible to enroll in the plan on the first of the month coincident with or next following the completion of one year of service with the Employer, and the attainment of age 21. If the employee does not enroll after the completion of the above eligibility requirements, he/she must enroll in the plan on the first of the month coincident with or next following the completion of two years of service with the Employer and the attainment of the age 25.

19:07 Full-time only

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

19:08 Full-time only

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

ARTICLE 20 - UNION BULLETIN BOARDS

20:01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/union membership.

ARTICLE 21 - JOB VACANCIES AND NEW JOBS

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

Such vacancies or new jobs shall be filled on the basis of seniority subject to the provisions of Article 9, and Full Time employees within the department shall be

considered first, next considered will be all other Full Time employees, then ~~Part~~ Time employees within the department, and finally all other ~~Part~~ Time employees. This process will be reversed accordingly for ~~Part~~ Time jobs. The Employer will post the name of the successful applicant on a job posting as soon as practical.

ARTICLE 22 - MEDICAL EXAMINATIONS

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

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

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

Note: Not applicable to pre-hiring medical documentation.

ARTICLE 23 - RETIREMENT

23:01 The normal retirement age at Sunbeam Residential Development Centre is 65 years of age, which may be extended from year to year, at the Centre's reasonable discretion, provided the employee concerned is fit and able to perform the normal requirements of his/her job.

ARTICLE 24 - STRIKES AND LOCKOUTS

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

ARTICLE 25 - UNIFORM ALLOWANCE

25:01 Full-time only
 The Employer will pay **an** annual allowance for uniforms to all employees in the

Employer: _____

Union: _____

bargaining unit who are required to wear uniforms and those employees who have the option of wearing uniforms on **duty** and do so, in the amount of \$80.00 per year payable annually.

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

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

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

ARTICLE 26 - SHIFT PREMIUM

26:01 **An** employee will be paid a shift premium of \$.45 per hour for each hour worked when the majority of such hours falls within 1500 and 0800 hours the following day.

ARTICLE 27 - JOB SECURITY

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

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

ARTICLE 28 - RETROACTIVITY

28:01 The wage increase shall be effective as and from the date specifically listed in Schedule "A" on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their

Employer: _____

Union: _____



remuneration from the date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union) at their last **known** address, employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have 60 days from the notice from the Employer to claim **from** the Centre any adjustment to their remuneration entitlement **only**. The retroactive payments shall be made by separate cheques to the employees so entitled within 60 days from date of ratification or receipt of the Award.

ARTICLE 29 - DURATION

- 29:01 This Agreement shall become effective on the 1st day of April, 1998 and shall continue in force until the 31st day of March, 2000, and thereafter from year to year unless amended.
- 29:02 Notice of desire to amend this Agreement shall be given by either party to the other in writing not more than 90 days prior to the expiry date and negotiations with respect thereto shall begin within fifteen days after filing notice of the aforesaid.
- 29:03 If pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Labour Relations Act, R.S.O. 1980, of the Province of Ontario, **as** amended, whichever should occur first.

Signed at _____, Ontario this ____ day of _____, 199__.

**Sunbeam Residential Development
Centre**

**Service Employees' International
Union, Local 220**

Lisa Skinner

J Thornton

Julia Schneider

Employer: _____

Union: _____

S. Shivers

Wages (Full Time & Part Time)

All wage classifications will be increased by \$0.15 per hour effective April 1, 1998 and by \$0.16 per hour effective April 1, 1999. Retroactivity will apply to the above wage increases only.

SCHEDULE "A"**Effective January 1, 1998**

(Pay Equity Adjustment not incorporated)

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Resident Care Aide I	15.21	15.30	15.39	15.50
Resident Care Aide II	15.21	15.30	15.39	15.50
Program Assistant	15.21	15.30	15.39	15.50
Resident Care Aide III	15.21	15.30	15.39	15.50
M.R.C. II	15.21	15.30	15.39	15.50
Programmer/Kinesiologist	15.21	15.30	15.39	15.50
Driver-Maintenance/Seating Maintenance	15.21	15.30	15.39	15.50
Maintenance Handyperson	15.21	15.30	15.39	15.50
Volunteer Co-ordinator	14.83	14.92	15.01	15.11
Toy Librarian	14.83	14.92	15.01	15.11
Laundry Receiver	14.83	14.92	15.01	15.11
Cook	14.69	14.78	14.87	14.97
Dietary Aide	14.59	14.68	14.77	14.87
Custodian	14.59	14.68	14.77	14.87
Housekeeping Aide/ Laundry Aide	14.35	14.43	14.52	14.62

Group Home

* 20 cents per hour premium.

Employer: _____

Union: _____

SCHEDULE "A"**Effective April 1, 1999****(Pay Equity Adjustment not incorporated)**

Classification	Start	1 Year	2 Year	3 Year
Resident Care Aide I	15.37	15.46	15.55	15.66
Resident Care Aide II	15.37	15.46	15.55	15.66
Program Assistant	15.37	15.46	15.55	15.66
Resident Care Aide III	15.37	15.46	15.55	15.66
M.R.C. II	15.37	15.46	15.55	15.66
Programmer/Kinesiologist	15.37	15.46	15.55	15.66
Driver-Maintenance/Seating Maintenance	15.37	15.46	15.55	15.66
Maintenance Handyperson	15.37	15.46	15.55	15.66
Volunteer Co-ordinator	14.99	15.08	15.17	15.27
Toy Librarian	14.99	15.08	15.17	15.27
Laundry Receiver	14.99	15.08	15.17	15.27
Cook	14.85	14.94	15.03	15.13
Dietary Aide	14.75	14.84	14.93	15.03
Custodian	14.75	14.84	14.93	15.03
Housekeeping Aide/ Laundry Aide	14.51	14.59	14.68	14.78

Group Home

* 20 cents per hour premium.

Employer: _____

Union: _____

Signed at Kitchener, Ontario this 27 day of November, 1995.

**Sunbeam Residential Development
Centre**

Tina Lee
Lisa Skimmer

**Service Employees' International
Union, Local 220**

[Signature]
[Signature]
[Signature]
[Signature]

Employer: _____

Union: _____

APPENDIX "A"

BETWEEN:

**SUNBEAM RESIDENTIAL, DEVELOPMENT CENTRE
(Hereinafter called the "Employer")**

OF THE FIRST PART

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.
(Hereinafter called the "Union")**

OF THE SECOND PART

AND IN RELATION TO:

PART TIME BARGAINING UNIT EMPLOYEES

- A.** The Employer recognizes the Union as the exclusive bargaining agent for all its employees who are employed at Sunbeam Residential Development Centre at Kitchener. Ontario regularly employed for not more than 24 hours per week and students employed during the school vacation period, save and except foremen, supervisors, persons above the rank of supervisor, professional nursing staff and office staff.
- B.** The provisions of the Full Time Bargaining Unit Employees Collective Agreement shall apply except for the following articles which do not apply to Part Time Bargaining Unit Employees:

2:02	13:09
9:10	13:10
11:03	14:01
11:04 (a)	14:03
11:07	16:01 - 16:05
12:01	17:01 - 17:07 (a-h)
13:01	18:01 - 18:05
13:06	19:01 - 19:08
13:07	25:01
13:08 (a)	

C. SENIORITY

- i) Employees shall be probationary until they have been continuously employed by the Employer for a period of forty-five (45) days reporting in to work. If an

Employer: _____

Union: _____

employee is retained for ~~the~~ employee's aforementioned probationary period. his or her name shall be placed on a seniority list and his or her seniority shall be based on the date he or she was last hired by the Employer.

- ii) It is agreed that for the purpose of layoffs, job postings and scheduling, date of hire shall be used to determine seniority. All other matters governed by seniority, except layoff, job postings and scheduling shall be according to the number of hours worked.
- iii) Students who are hired to work primarily during breaks in the school year shall be placed on a separate seniority list for purposes of job postings and scheduling.

D. LEAVES OF ABSENCE

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

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

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

Employer: _____

Union. _____

full cost of such benefits upon invoice by the Centre.

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

At the end of such leave, **any** employee hired or placed **as** a substitute for the employee on such absence, may be **terminated** or laid off by the Employer as required, or be transferred to the employee's previous position if the substitution was **a** transfer.

E. **COURT ATTENDANCE**

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

F. **HOURS OF WORK**

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

Employer: _____

Union: _____

six month period which may be extended for up to an additional six months with the approval of the Employee filling the vacancy.

Vacancies which are the result of Maternity/Pregnancy and Parental Leaves of Absence, Education Leaves of Absence, and injuries compensated by The Workplace Safety and Insurance Board are exempted from the foregoing time limits. These vacancies, and the postings flowing from them, may be posted and filled for the duration of the absence.

- iii) The Employer will continue to post a changeable schedule of work for employees as reasonable ~~as~~ possible, in accordance with F. Hours of Work ii) of this Appendix "A". Notification of schedule changes shall be the responsibility of the Employer when such changes are made during employees unscheduled hours of work.
- iv) Subject to the staffing requirements of the Employer and to the prior rights of the Full Time Bargaining Unit Employees, Part Time employees may commit to work the permanent 6-10 a.m. shift through the posting procedure in accordance with Article 21:01 of the Collective Agreement. Any change in shift hours will be subject to prior discussion with the Union.
- v) All part time employees are entitled to unpaid Vacation Leave/Not Available time on the same basis as members of the full time bargaining unit as provided in Article 17 of the Collective Agreement. ~~As~~ of June 30th of each year an employee who has completed:
 - more than 1 year and less than 7 years employment, 3 weeks leave;
 - more than 7 years but less than 15 years, 4 weeks leave;
 - more than 15 years but less than 25 years. 5 weeks leave;
 - more than 25 years service, 6 weeks leave.

The vacation scheduling provisions in Article 17:06 a) to h) will apply to the scheduling of the above leave.

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

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

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

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

G. PAID HOLIDAYS

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

New Year's Day	Labour Day
Second Monday in February*	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday (1989)	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

*Unless another holiday proclaimed (Heritage Day) then to be date proclaimed.

- ii) If an employee is required to work on any of the aforementioned holidays, the employee will receive either (a) pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; (b) pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and an alternative day off with pay either thirty days before or thirty days following the holiday by mutual agreement between the Employer and the employee.

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

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

leaves of absence.

H. VACATION PAY

Effective April 1, 1991, employees shall receive a vacation pay allowance in accordance with the following scale:

Start of employment	4% of earnings
More than 1 year of Continuous service	6% of earnings
More than 7 years of continuous service	8% of earnings
More than 15 years of continuous service	10% of earnings
More than 25 years of continuous service	12% of earnings

I. UNIFORM ALLOWANCE

The Employer will pay an annual allowance for uniforms to all employees in the bargaining unit who are required to wear uniforms and those employees who have the option of wearing uniforms on duty and do so, in the amount of \$80.00 after sixty (60) shifts worked in a calendar year.

J. BENEFITS ALLOWANCE

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

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

K. SUMMER STUDENTS

- (i) For the purposes of this Article, "Summer Students" are defined as those students hired for summer employment other than those hired as regular staff.
- (ii) Students hired for the summer months will be paid at the minimum applicable provincial wage rate under the Employment Standards Act or at the wage rate provided for in the applicable government funding program. Students hired whose employment extends beyond Labour Day in that year shall become a member of the Bargaining Unit with seniority established in the Bargaining Unit to the original date of hire, and with their salary adjusted to the rate for the comparable job classification for all hours worked from the original date of hire.
- (iii) As a result of the use of Summer Students there will be no reduction in hours either to Full-time or Part-time Bargaining Unit Members.
- (iv) Bargaining Unit staff will take part in the summer planning process.

Employer: _____

Union: _____

- (v) Summer Students will not be used **as** replacement staff and are not to perform Bargaining Unit duties without the prior written consent of the Union, with the proviso that this is examined on a Student by Student basis. The Union agrees to not unreasonably withhold their approval of individual circumstances based on no loss of hours to **Bargaining Unit** members.

L. ABSENCE DUE TO ILLNESS OR INJURY

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

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

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

SCHEDULE "B"Effective January 1, 1998

(Pay Equity Adjustment not incorporated)

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Resident Care Aide I	17.04	17.14	17.24	17.36
Resident Care Aide II	17.04	17.14	17.24	17.36
Program Assistant	17.04	17.14	17.24	17.36
Resident Care Aide III	17.04	17.14	17.24	17.36
M.R.C. II	17.04	17.14	17.24	17.36
Programmer/Kinesiologist	17.04	17.14	17.24	17.36
Driver-Maintenance/Seating Maintenance	17.04	17.14	17.24	17.36
Maintenance Handyperson	17.04	17.14	17.24	17.36
Volunteer Co-ordinator	16.61	16.71	16.81	16.92
Toy Librarian	16.61	16.71	16.81	16.92
Laundry Receiver	16.61	16.71	16.81	16.92
Cook	16.45	16.55	16.65	16.77
Dietary Aide	16.34	16.44	16.54	16.65
Custodian	16.34	16.44	16.54	16.65
Housekeeping Aide/ Laundry Aide	16.07	16.16	16.26	16.37

Group Home

20 cents per hour premium.

Employer: _____

Union: _____

SCHEDULE "B"Effective April 1, 1999

(Pay Equity Adjustment not incorporated)

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Resident Care Aide I	17.21	17.32	17.42	17.54
Resident Care Aide II	17.21	17.32	17.42	17.54
Program Assistant	17.21	17.32	17.42	17.54
Resident Care Aide III	17.21	17.32	17.42	17.54
M.R.C. II	17.21	17.32	17.42	17.54
Programmer/Kinesiologist	17.21	17.32	17.42	17.54
Driver-Maintenance/Seating Maintenance	17.21	17.32	17.42	17.54
Maintenance Handyman	17.21	17.32	17.42	17.54
Volunteer Co-ordinator	16.79	16.89	16.99	17.10
Toy Librarian	16.79	16.89	16.99	17.10
Laundry Receiver	16.79	16.89	16.99	17.10
Cook	16.63	16.73	16.83	16.95
Dietary Aide	16.52	16.62	16.72	16.83
Custodian	16.52	16.62	16.72	16.83
Housekeeping Aide/ Laundry Aide	16.25	16.34	16.44	16.55

Group Home

20 cents per hour premium.

Employer: _____

Union: _____

Signed at Kitchener, Ontario this 22 day of November, 1996.

**Sunbeam Residential Development
Centre**

Tim Wilson

Paula Skinnere

**Service Employees' International
Union, Local 220**

[Signature]

Robert L. Potholomus

J Thornton

Julia Schneider

S. Scimino

Employer: _____

Union: _____

APPENDIX "B"**LETTER OF UNDERSTANDING**

Appended to and **forming a part of** the Collective Agreement

Between .

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE

and

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.**

It is agreed between the parties that the following process will be enacted to permit the use of Kingsway Drive Residential Life staff for the purpose of Group Home Relief, and the use of Group Home staff for the purpose of Kingsway Drive Relief.

1. The Director, Residential and Professional Services, and/or designate, will prepare a list of interested and qualified ~~Part~~ Time Residential Life staff, in order of seniority, to be used to cover relief shifts at the Group Home(s). The Director will further prepare a list of interested and qualified Part Time Group Home staff, in order of seniority, to be used to cover relief shifts at Kingsway Drive Residential Life. This information may be gathered through the "commitment sheet".
2. When staff need arises, the Employer will first attempt to meet that need from within the respective departmental staff complement.
3. When the need cannot be met in this way, the Employer will move to the other department staff list (as described in paragraph #1), and in order of seniority, attempt to secure the relief staffing. The employee will be thus consulted on available relief hours.
4. The employee approached has the exclusive right to accept or refuse relief hours.
5. Employees utilized in this manner will only be scheduled as a "second" staff member. in that they will not be scheduled when they would be the lone employee in the building. or in the room, solely responsible for the clients.
6. The employee approached will not have previously scheduled hours taken away from his/her department to accommodate the other department's hours, unless that employee agrees.
7. **Any** hours worked by the employee will be credited for seniority purposes, to their respective "permanent" department.

Employer: _____

Union: _____

Signed at Litchfield, Ontario this 20 day of November, 1999.

Sunbeam Residential Development
Centre

Service Employees' International
U n Local 220

Tim A-

[Signature]

Lisa Skinner

[Signature]

J Thornton

Julia Schneider

S Shuman

Employer: _____

Union: _____

LETTER OF UNDERSTANDING

BETWEEN

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.**

COVERING THE:

FULL TIME BARGAINING UNIT WORKERS

and

PART TIME BARGAINING UNIT WORKERS

RE: VIOLENCE IN THE WORKPLACE

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

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

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

Definition of Violence

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

Signed at Kitchener, Ontario this 24 day of November, 1999.

Employer: _____

Union: _____

**Sunbeam Residential Development
Centre**

Tim White

Lucia Skinner

**Service Employees' International
Union, Local 220**

[Signature]

[Signature]

Thornton

Julia Schneider

S. Skinner

Employer: _____

Union: _____

LETTER OF UNDERSTANDING

BETWEEN

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.**

COVERING THE:

FULL TIME BARGAINING UNIT WORKERS

and

PART TIME BARGAINING UNIT WORKERS

RE: WORKPLACE AND SEXUAL HARASSMENT

The Union and Employer support the right of individuals to a work environment free from harassment on the grounds of sex, ethnic origin, colour, religion, position, marital or family status, age, or disability. As such, conduct which can be construed as workplace and/or sexual harassment will not be condoned and may result in loss of employment.

It is important to recognize that harassment is a serious violation of one's human rights and, where harassment is found to have occurred, may have a major impact on the life and career of both the victim and the violator. Consequently it is important that the rights of all parties to the situation are protected and that the matter is investigated in a confidential manner.

Harassment is considered to have occurred if a person ought to have known the behavior was unwelcome and offensive.

If you believe, or are concerned, that you are the target of workplace or sexual harassment you are to tell the harasser very clearly what specific behavior you do not welcome. This will allow the alleged harasser an opportunity to respond to your concerns and to understand your concerns.

This will also allow an opportunity to clarify whether there are any misconceptions about the unwelcome behavior. Should you be uncomfortable with this first step, or the unwelcome behavior continues, then you are to consult the Centre's Harassment Policy contained in the "Administrative" manual,

Definition - Sexual Harassment

Sexual Harassment is:

Employer: _____

Union: _____

Any conduct, comment, or gesture or physical contact of a sexual nature that is unwelcome and might reasonably be perceived as placing a condition on employment.

Any persistent conduct, comment, gesture or physical contact of a sexual nature that is likely to cause another individual offense, embarrassment or humiliation.

Sexual harassment may include, but is not necessarily limited to:

1. Any physical or verbal abuse including derogatory remark, innuendoes or taunts aimed at your sex.
2. Sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature, when this conduct either places an explicit or implicit condition on placement/employment decisions or unreasonably interferes with or creates an offensive work environment.

Signed at _____, Ontario this 22 day of February, 1999.

**Sunbeam Residential Development
Centre**

**Service Employees' International
Union, Local 220**

Tim [unclear]

[unclear]

Lisa Skomer

[unclear]

J Thornton

Julia Schneider

S Skomer

Employer: _____

Union: _____

ADDENDUM TO LETTER OF UNDERSTANDING

between

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220, A.F.L., C.I.O., C.L.C.**

RE: Summer Students

1. This Addendum is with respect to the Letter of Understanding signed and dated June 2nd. 1999. The parties agree on a without prejudice or precedent basis that three of the Summer Students (other than those hired as regular Resident Care Aides. Group Home Workers, etc.) hired for the summer of 1999 may extend their employment **up** to and including September 3rd without becoming members of the Bargaining Unit.
2. At the time of signing this Addendum the three students affected are:

Jen Bradwell
 Jessica Bordignon
 Sherry McQuaid

Should a substitute be named for any of the aforementioned then the Employer **shall** immediately notify Union of the change and the reason therefore.

Signed at Kitchener, Ontario this 29 day of July, 1999.

**Sunbeam Residential Development
Centre**

**Service Employees' International
Union, Local 220**

Tim ...

[Signature]

Risa Skinner

J Thornton

Julia Schneider

S Skinner

Employer: _____

Union: _____