

Unit No. 140

COLLECTIVE AGREEMENT

BETWEEN

BRANTWOOD RESIDENTIAL DEVELOPMENT CENTRE
(SERVICE FULL-TIME)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n
A.F. OF L.-C.I.O., C.L.C.

EFFECTIVE: NOVEMBER 16, 2004

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INDEX

ARTICLE		PAGE
Article	1 General Purpose.....	1
Article	2 Recognition.....	1
Article	3 No Discrimination.....	2
Article	4 Union Security and Dues Deduction.....	2
Article	5 No Strikes or Lockouts.....	3
Article	6 Reservation of Management Rights.....	3
Article	7 Union Representation.....	4
	7:01 Stewards.....	4
	7.02 Negotiating Committee.....	4
Article	8 Grievance Procedure.....	5
	8:02 Complaint Stage.....	5
	8:04 Policy Grievance.....	6
Article	9 Arbitration.....	6
Article	10 Employer's Grievance.....	7
Article	11 Discharge Cases.....	7
Article	12 Probationary Period.....	7
Article	13 Seniority.....	8
	13.02 Loss of Seniority and Employment Rights.....	8
Article	14 Lay-off and Recall.....	9
Article	15 Job Posting.....	11
Article	16 Hours of Work and Overtime.....	12
	16.03 Overtime.....	12
	16.08 Scheduling.....	13
	16.10 Minimum Reporting Pay.....	14
	16.11 Call-Back.....	14
	16.13 Shift Premium.....	14
	16.14 Weekend Shift Premium.....	14
Article	17 Paid Holidays.....	15
Article	18 Vacations.....	16
Article	19 Leave of Absence (Paid).....	18
	19.01 Bereavement Leave.....	18
	19.02 Jury and Witness Duty.....	18
Article	20 Leave of Absence (Unpaid).....	18
	20.01 Personal Leave.....	18
	20.02 Educational Leave.....	19
	20.03 Leave for Union Business.....	19
	20.04 Full-time Union Leave.....	19
	20.05 Family Medical Leave	20
	20.06 Emergency Leave	20
Article	21 Pregnancy Leave.....	20
Article	22 Parental Leave.....	21
Article	23 Effect of Absence.....	22
Article	24 Labour-Management Committee Meeting.....	22
Article	25 Accident Prevention - Health and Safety Committee.....	23
Article	26 Bulletin Boards.....	24

Article	27	Benefits.....	24
		27.01 Hospitals of Ontario Disability Income Plan (HOODIP).....	24
		27.02 Hospitals of Ontario Group Life Insurance Plan (HOOGLIP)	25
		27.03 Hospitals of Ontario Pension Plan (HOOPP)	25
		27.04 Change of Carrier.....	25
		27.05 Extended Health Care.....	25
		27.06 Dental Plan.....	25
		27.07 Sick Leave Certificate.....	25
Article	28	Temporary Assignments.....	26
Article	29	Promotion to a Higher Classification.....	26
Article	30	Definition of Straight Time Rate of Pay.....	26
Article	31	Experience Pay.....	26
Article	32	Uniform Allowance.....	27
Article	33	No Contracting Out.....	27
Article	34	Personnel Files.....	27
Article	35	Job Classification.....	27
Article	36	Transportation Allowance.....	28
Article	37	Disabled Employees.....	28
Article	38	Benefits on Early Retirement.....	28
Article	39	Cost of Printing The Collective Agreement.....	28
Article	40	Terms of Agreement.....	28
Schedule "A"		30
		Letter of Understanding Extended Shifts.....	31
		Letter of Understanding Funding.....	34

Collective agreement entered into

BETWEEN:

BRANTWOOD RESIDENTIAL DEVELOPMENT CENTRE
BRANTFORD, ONTARIO
(hereinafter called the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0n
A.F. OF L.-C.I.O., C.L.C
(hereinafter called the "Union")

ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish an orderly collective bargaining unit relationship between the Employer and the employees represented by the Union.

ARTICLE 2 - RECOGNITION

2.01 In accordance with the certificate and clarity notes issued by the Ontario Labour Relations Board and dated at Toronto, Ontario on the 7th day of November, 1980, and further to the Certificate issued and dated the 16th day of August, 1985, the Employer recognizes the Service Employees International Union, Local 1.0n affiliated with the A.F. of L., C.I.O., C.L.C. as the sole and exclusive bargaining agent of all employees of the Brantwood Residential Development Employer, in Brantford, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, employee health nurse, office and clerical staff, supervisors, persons above the rank of supervisor, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02 The word "employees" when used in the Agreement shall mean persons included in the above-described bargaining unit.

2.03 For the purpose of interpretation, whenever used herein, the feminine gender shall mean and include the masculine and vice versa, and similarly, the singular shall include the plural and vice versa, as applicable.

2.04 All references to officers, representatives and committee members in this Agreement, shall be deemed to be officers, representatives and committee members of the Local Union of all who are employees of the Employer.

ARTICLE 3 - NO DISCRIMINATION

3.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union. Membership in the Union is hereby recognized as a voluntary act on the part of the individual concerned.

It is further agreed that there shall be no solicitation of members, collection of dues or other Union activity on the premises of the Employer except as permitted by this Agreement or specifically authorized by the Employer in writing. It is understood that the request will not be unreasonably withheld.

ARTICLE 4 - UNION SECURITY AND DUES DEDUCTION

4.01 The Employer shall deduct an amount equivalent to regular monthly Union dues 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 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.
- (c) Union dues will be deducted from the employee's as directed by the union, and the same shall be remitted by the Employer to the Secretary-Treasurer of the Union Local not later than the 25th of the month.
- (d) The Employer, when forwarding Union dues, will submit a list, indicating the name, address, date of hire, and job classification of those employees for whom deductions have been made as well as for those employees hired in the preceding month. The Employer agrees to provide the Union with the information in an electronic format; the parties will meet to discuss the format in which the information will be set out.
- (e) The Employer shall include the amount of Union Dues deduction on T-4 slips.

4.02 It is mutually agreed that a Union representative will be given the opportunity of interviewing each new employee once upon completion of their probationary period for the purpose of further informing such employee of the existence of the Union in the Employer's operation and ascertaining whether the employee wishes to become a member of the Union. The Employer shall designate the time and place for the interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Employer's premises, in a room designated by the Employer, and the employee shall report to this room for the interview, during the interview period. The Employer may have a person as a representative present at this interview.

4.03 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 in emergencies or when regular employees on duty are not readily available.

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 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 set forth in The Labour Relations Act, as amended.

ARTICLE 6 - RESERVATION OF MANAGEMENT RIGHTS

6.01 The Union recognizes the management of the Employer and the direction of working forces are fixed exclusively in the Employer, and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency and; to establish and enforce rules and regulations governing the conduct of the employees and which rules and regulations are not inconsistent with the terms of the Collective Agreement and are primarily designed to safeguard the interests and care of the residents and employees of the Employer;
- (b) to hire, retire, classify, direct, promote, transfer, discipline, suspend and discharge employees; to assign employees to shifts and increase or decrease the working force provided that a claim of discriminatory discipline, suspension, demotion or transfer, or a claim by an employee, who has served his probationary period, that he has been discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of the efficient operation and high standard of service, the job rating and classifications, work assignments, methods of doing the work, and the working establishment for the service;
- (d) to determine the kind, location and number of the Employer's establishments, the service to be rendered, the methods, the work procedure, the kinds and location of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the Employer's operations; to schedule the work and services to be performed and provided, and to make, alter and enforce regulations governing the use of materials, facilities and services as may be deemed necessary.

ARTICLE 7 - UNION REPRESENTATION

7.01 Stewards

The Employer acknowledges the right of the Union to appoint or otherwise select stewards. The only responsibility of the steward is to assist employees in the processing of a grievance that might arise. The processing of a grievance will be in accordance with the grievance procedure as herein provided.

The parties agree that not more than one steward will be a regular employee of any one house. The parties further agree that there will be a total of seven (7) stewards, and that the Union will endeavour to ensure that such stewards are drawn from both the full-time and part-time employee groups. Further, the parties are agreed that each steward will represent a specific part of the workplace, and that the Union will at all times keep the Employer apprised in writing of each steward's area of representation.

One of the seven stewards will be designated the "Chief Steward" and the Union will advise the Employer of the employee so designated.

7.02 Negotiating Committee

The Union may appoint or otherwise select a Negotiating Committee who will represent the members of the full-time and part-time bargaining units. The committee shall consist of not more than five (5) members. The Employer and the Union recognize that the only responsibility of the committee is in the matter of negotiating the terms of the Collective Agreement.

7.03 The Union acknowledges that stewards and members of the Union Committees have regular duties which must be effectively and efficiently performed on behalf of the Employer, and that such employees will not leave their regular duties without first obtaining permission to do so from their Immediate Supervisor, it being understood that such permission will not be unreasonably withheld, and that when resuming their regular duties they will be required to report to their Immediate Supervisor so that the length of time absent from regular duties will be under proper control, it being further understood that time so taken away from regular duties will be confined to an absolute minimum.

With this understanding, time spent during the committee member's regularly scheduled hours of work will be permitted without loss of the regular rate of pay in respect of the hours she/he would normally have worked.

When the committee member is engaged in joint meetings with the Employer, this provision will apply only up to but not including arbitration in the case of members of the Grievance Committee and up to but not including arbitration in the case of members of the Negotiating Committee during negotiations. Compensation will not be paid to committee members for time spent outside of regular working hours.

7.04 Employees shall not be eligible to serve as stewards or members of any committee until they have served their probationary period and hold seniority standing.

7.05 The Employer may grant permission for access to its premises for a Union Representative of the Union for the purpose of assisting the bargaining unit members in matters applicable to this Agreement. The said Union Representative of the Union must obtain permission from the Executive Director or their designate before entering on the Employer premises. Such permission shall not be unreasonably withheld.

7.06 At a meeting held to formally discipline an employee, including a written warning, a suspension without pay, or a discharge, the employee shall have the right to have a Union representative attend. The Employer shall advise the employee of this right in advance of the meeting.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

8.02 Complaint Stage

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his Immediate Supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his Immediate Supervisor within five (5) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the Immediate Supervisor is unable to adjust the complaint to their mutual satisfaction within five (5) calendar days, the employee may proceed with the grievance procedure within five (5) calendar days following the decision of the Immediate Supervisor.

8.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee must submit a written grievance, signed and dated by the employee, to his Department Head (or his designate). The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Department head (or his designate) will deliver his decision in writing within five (5) calendar days after receipt of the grievance in writing. Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within five (5) calendar days following the decision under Step No. 1, the written grievance must be submitted to the to the Executive Director (or her designate) to be discussed at a meeting between the Executive Director (or her designate), the said steward, the grievor(s), and the Grievance

Committee within five (5) calendar days of receipt of the grievance. Either party may have outside assistance at this stage if desired. The Executive Director (or her designate) shall give her written disposition within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply at Step 2 is given. If no written request for arbitration is received within such ten (10) day period, the grievance shall be deemed to have been abandoned.

8.04 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within ten (10) calendar days of the event giving rise to the grievance. Failing settlement under Step No. 2 within ten (10) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

8.05 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employee or employees involved.

8.06 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore the parties may, upon mutual agreement, engage the services of mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

ARTICLE 9 - ARBITRATION

9.01 If the Employer or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it must make such request in writing addressed to the other party of this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

9.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of and where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.

9.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

9.07 Notwithstanding the above, the parties may, by mutual agreement, agree to have a grievance heard by a single arbitrator. Where this occurs, all references to time limits, jurisdiction, etc., set out above will apply to the proceedings and to the single arbitrator.

ARTICLE 10 – EMPLOYER’S GRIEVANCE

10.01 It is understood that the Employer may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its officers or committee members, or members and if such complaint is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred directly to Article 8.03, Step 2.

ARTICLE 11 - DISCHARGE CASES

11.01 The provisions of this article will apply only to employees who have completed their probationary period and have acquired seniority standing. A claim by an employee that he or she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with his or her Department Head, or designate, within three (3) days (exclusive of Saturday, Sunday and the holidays as provided herein) of his/her discharge. Such grievance shall commence at Step 2 of the grievance procedure as provided herein.

11.02 Such special grievance may be settled by confirming the Employer’s action in discharging the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties, or the Board of Arbitration established under the arbitration provisions of this Collective Agreement.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 New employees shall serve as probationary employees for the first forty-five (45) days worked. It is mutually agreed that in any specific instance where there may be a doubt of an employee's capabilities, or where personal circumstances exist, such employee's status may be reviewed with the Union, and an extension of a further forty-five (45) days worked may be granted.

If at the option of the Employer an employee is retained for the aforementioned period the employee's name shall be placed on the seniority list and his seniority shall be based on the date he last commenced to work for the Employer and in accordance with Article 13.01.

It is further agreed that a dismissal or lay-off of an employee during his normal probationary period or during the extended probationary period shall not be made the subject of a grievance.

ARTICLE - 13 - SENIORITY

13.01 The Employer will maintain a record of seniority for employees who are covered by the terms of the Collective Agreement and who have completed their probationary period.

A seniority list, which will be posted, will be prepared by the Employer and will contain the following information:

1. Name of employees.
2. Date of hire of individual employees.
3. Seniority status of each employee based on "date of last hire" and subject to Article 23.01.
4. Seniority shall be expressed in terms of years and months.

The seniority list will be posted for a period of thirty (30) calendar days. An employee who wishes to challenge the said list must do so within the said time period after which time the seniority list will be deemed to be accurate in all respects and therefore final and will not be subject to challenge by any employee or the Union.

Following posting of the initial seniority list and its finalization in accordance with the above provisions, it will be updated annually in January of each year.

A copy of the seniority list will be provided to the Union at the time of posting.

13.02 Loss of Seniority and Employment Rights

An employee shall lose all seniority and be deemed to have terminated if the:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;

(f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;

(g) employee is absent due to illness or disability which absence continues for twenty-four (24) calendar months from the time the disability or illness commenced. It is understood that this provision shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

13.03 An employee whose status is changed by the Employer from full-time to part-time shall receive credit for his full seniority. An employee whose status is changed by the Employer from part-time to full-time shall receive credit for seniority on the basis of one (1) year of seniority for each 1950 hours worked.

ARTICLE 14 - LAYOFF AND RECALL

14.01 (a) Unless situations exist which are beyond the Employer's control, there shall be at least four (4) month's notice to the Union in the event of a proposed lay-off of a permanent or long-term nature.

(b) Unless situations exist which are beyond the Employer's control, in the event of a lay-off of a permanent or long-term nature, the Employer will provide affected employees with two (2) weeks notice for each year of service to a maximum of sixteen (16) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

14.02 For the purpose of lay-offs and recall to employment, seniority shall be defined as continuous service with the Employer since the date of last hire by the Employer, inclusive of vacations, but exclusive of paid or unpaid leave of absence or illness in excess of thirty (30) continuous calendar days, and period or periods of lay-off.

14.03 In the event of lay-off, employees with the least seniority within the classification in which the lay-off takes place shall be laid off first, providing that those employees who remain on the job then have the ability to perform the work.

14.04 An employee who is subject to lay-off shall have the right to either;

(a) accept the lay-off or;

(b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee who originally is subject to lay-off can perform the duties of the lower or

identical classification without training other than orientation. Such employee so displaced shall be laid off subject to his or her rights under this section.

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Employer representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

14.05 Where a position or positions become available in the classification or classifications in which the lay-off occurred, employees who have been laid off for a period of six (6) calendar months or less shall be recalled to positions in the classification from which they were laid off in the order of their seniority, provided he then has the ability to perform the available work.

14.06 It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) calendar days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and the time at which the employee shall report for work. The employee is solely responsible for his proper address being on the record with the Employer.

14.07 No new employee shall be hired in the classifications in which a lay-off has taken place until laid off employees, who have been laid off for twenty-four (24) calendar months or less, and are eligible for recall as prescribed by this Article, have been given the opportunity to return to work.

14.08 In determining the ability of an employee to perform the work for the purposes of paragraphs .03 and .05 above, the Employer shall not act in an arbitrary or unfair manner.

14.09 In the event that a lay-off commences on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.

14.10 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees, except in the case where the hours of coverage required in what was formerly a full-time position have diminished to less than full-time hours.

14.11 In the event of a lay-off of a full-time employee, the Employer shall pay its share of the costs for Extended Health Care, Vision Care and Dental Plan for two (2) months from the end of the month in which the lay-off occurs. Payment for such premium costs shall be contingent upon the employee paying her share of the premium costs within seven (7) days of the date of lay-off.

14.12 In the event that a lay-off commenced on the day immediately preceding or following a paid holiday an employee otherwise qualified for the holiday shall not be disentitled thereto solely because of the day on which the lay-off commenced.

ARTICLE 15 - JOB POSTING

15.01 (i) Where a permanent vacancy occurs in a classification within the bargaining unit, or a new position within the bargaining unit is established by the Employer, or a temporary vacancy which is expected to exceed three (3) months in duration occurs within the bargaining unit, such a vacancy shall be posted by the Employer for a period of five days excluding Saturday, Sunday and holidays. The posting shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward. All applications are to be made in writing within the posting period.

(ii) A vacancy created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive days, excluding Saturday, Sunday and Holidays. Such posting shall stipulate the same information as is set out above, and all applications are to be made in writing within the posting period.

15.02 Vacancies created by the filling of a posted vacancy under Article 15.01(ii) need not be posted, however consideration for such subsequent vacancies will be given to employees in this bargaining unit who have a request for transfer on file. Such requests will be considered as applications for posted vacancies as well as subsequent vacancies. The maximum number of positions to which an employee may request a transfer at any one time is four (4). Requests for transfer shall become active upon receipt and must be renewed during the month of January of each year to remain so.

15.03 Employees shall be selected for positions under either Article .01 or .02 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

15.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 and .02 employees in other SEIU service bargaining units at the Employer's operation will be considered for such positions prior to considering persons not employed by the Employer. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and .02, and selection shall be made in accordance with Article .03 above.

15.05 Vacancies which are not expected to exceed three (3) months will not be posted and may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in accordance with .02 above prior to considering persons not employed by the Employer. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his/her former position.

15.06 The Employer shall have the right to fill any vacancy on an interim basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy on the job. No grievance may be filed concerning such temporary arrangements.

15.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he/she is unable to perform the duties of the vacancy to which he/she is posted, the employee will be returned to his former position at this former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

15.08 If the successful applicant does not complete the trial period as set out in Article 15.07, the position shall be re-posted.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 The following provisions designating regular hours on a daily shift and regular daily shifts over the Employer's working schedule shall not be construed to be a guarantee of the hours of work to be done on each shift or during each shift schedule.

16.02 The normal work day shall consist of seven and one-half (7 1/2) hours per shift (exclusive of an unpaid meal time) and seventy-five (75) hours in a bi-weekly period. Such hours shall be worked in accordance with schedules and shifts as determined by the Employer.

16.03 Overtime

All hours worked by an employee, which have been authorized by the Employer and, which exceed seven and one-half (7 1/2) hours in any one day or exceed seventy-five (75) hours in a bi-weekly period shall be paid at the rate of time and one-half (1 1/2) the employee's regular straight time hourly rate of pay.

16.04 Overtime payment for hours worked will not apply as a result of the following:

- (a) An exchange of shifts by two employees and which exchange must first have the approval of the Department Head or designate as provided for in clause 16.09.
- (b) An employee has requested to work overtime for his own convenience and the Employer accommodates the employee.
- (c) A change from standard time to daylight saving time and vice versa.

16.05 Overtime premium shall not be duplicated or pyramided, nor shall other premiums be duplicated or pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid. It is understood and acknowledged that the Employer has the right to require employees to perform reasonable authorized overtime work.

16.06 When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes.

16.07 Employees will not have their normal scheduled hours of work adjusted for the sole purpose of depriving them of overtime pay.

16.08 Scheduling

- (a) Employees will be granted one (1) fifteen (15) minute paid rest period in each half of a seven and one-half (7 1/2) hour shift. In the event the rest period is interrupted, the remainder of the rest period shall be re-scheduled before the end of the shift.
- (b) Employees shall not be scheduled to work more than seven (7) consecutive days without at least two (2) days off.
- (c) Employees shall not be scheduled to work more than two (2) consecutive weekends.

An employee will be paid overtime in accordance with the provisions of Article 16.03 when he works on a third and subsequent weekend. A weekend is defined as Saturday and Sunday.

The provisions of this clause will not apply where the Employer has, notwithstanding its best efforts, been unable to meet the requirement in (c) above or where the conditions as contained in Article 16.04 prevail.

- (d) Schedules will normally be posted for a four (4) week period two (2) weeks in advance of their effective date. No employee will have a scheduled shift changed without prior verbal notification.
- (e) The Employer will provide for the scheduling off of employees for three (3) consecutive days at either Christmas or New Year's and will endeavour and make every effort to provide four (4) consecutive days as opposed to the three (3). This provision shall not apply to any departments where employees work Monday to Friday or are not normally scheduled to work on a paid holiday.
- (f) The following classifications shall retain every weekend off: Kinesiologist, Seating Technician, Occupational Therapist, Volunteer Co-Coordinator, Social Worker, E.C.E., Teachers' Aide, Storeman.
- (g) The classifications mentioned in 16.08 (f) shall continue to work steady day shift.

16.09 Employees may be allowed to exchange shifts. Where two (2) or more employees wish to exchange shifts they must submit a written request to their Department Head or designate. The granting of the request will be at the sole discretion of the Department Head or designate. Overtime payment will not be paid to any employees that may be affected by such exchange of shifts.

16.10 Minimum Reporting Pay

Employees who report for work at the starting time of their scheduled shift, not having previously been advised not to report, shall be guaranteed at least four (4) hours of work or, if no work is available, shall be paid for at least four (4) hours time, at the employee's applicable straight time hourly rate of pay. This provision shall not apply in the following circumstances:

- (a) When an employee who has been off work does not notify his Department Head or designate of his intention to return to work twenty-four (24) hours in advance of his return;
- (b) When an employee fails to keep the Employer advised of a telephone number that can be used for the purpose of leaving a message;
- (c) When work is not available due to circumstances that are beyond the reasonable control of the Employer.

16.11 Call-Back

An employee who is called to work after leaving the Employer premises and outside of his regular scheduled hours shall be paid a minimum of three (3) hours pay at time and one-half (1 1/2) his regular straight time rate of pay except to the extent that the call-back overlaps and extends into his regular shift in which case he shall receive premium pay only for the hours actually worked prior to the commencement of his regular shift. Any work performed on other call-backs that occurred during the minimum guaranteed period will be covered by the minimum guarantee.

16.12 Call-back shall not be considered as hours worked for the purpose of this Article.

16.13 Shift Premium

Employees shall be paid a shift premium of forty-five cents (45 cents) per hour for all hours worked (exclusive of meal time), where the majority of their scheduled hours fall between 1500 hours and 0700 hours.

Shift premium will not form part of the employee's straight time hourly rate.

16.14 Weekend Shift Premium

An employee shall be paid a weekend premium of fifty cents (\$0.50) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Weekend premium will not form part of the employee's straight time hourly rate.

16.15 Effective April 1, 2003, and quarterly thereafter, an employee who is regularly scheduled to work the night shift in a home shall receive, in lieu of being allowed to leave the home for a lunch break, one day's pay per quarter if a full-time employee, and one-half day's pay per quarter if a part-time employee, provided the employee works at least fifty percent (50%) of his/her scheduled shifts in the quarter. For the purposes of clarity, it is understood that the first payments shall be made the first pay following the end of June 2003.

Note: Any issues having to do with the implementation shall be referred to the Labour-Management Committee for resolution.

ARTICLE 17 - PAID HOLIDAYS

17.01 An employee who has completed his probationary period and otherwise qualifies under Article 17.03 hereunder shall receive the following paid holidays:

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

The employee's birthday will be recognized as a paid float holiday for that employee, such day to be taken on the employee's birthday or within the sixty (60)_day period before or after the employee's birthday, on the mutual agreement of the employee and his supervisor.

17.02 Should the Employer be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislative holiday after discussion with the Union, so that the Employer's obligation to provide for eleven (11) paid holidays remains unchanged.

17.03 In order to qualify for pay for a holiday, an employee shall complete a full scheduled shift on each of his working days immediately preceding and following the holiday concerned unless the employee was absent due to:

- (a) Verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- (b) lay-off for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) a leave of absence for a period not exceeding five (5) calendar days inclusive of the holiday;
- (d) vacation granted by the Employer;
- (e) the employee's regular scheduled day off.

17.04 An employee entitled to holiday pay hereunder shall not receive sick leave pay to which he may otherwise have been entitled.

17.05 An employee who was required to work on any of the foregoing holidays save and except the employee's float day (birthday) shall be paid for authorized work performed at the rate of time and one-half the employee's regular straight time rate of pay for all hours worked on such holiday, but shall not be paid holiday pay as provided elsewhere in this Article. In addition, if he qualifies under Article 17.03, he will receive a lieu day off at regular straight time pay within sixty (60) days following the holiday. Such lieu day off to be selected by the employee and his Immediate Supervisor by mutual agreement. Employees shall be paid for a lieu day in the same pay period that the lieu day is taken. Failing such mutual agreement, the lieu day will be scheduled by the Immediate Supervisor.

17.06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitled holiday pay unless the employee provides a reason for such absence which his Immediate Supervisor considers legitimate.

17.07 If a paid holiday falls during an employee's vacation his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

17.08 If a paid holiday falls during an employee's regular day off, another day off shall be scheduled by the Employer providing the employee qualifies for the holiday pay.

17.09 Holiday pay, for an employee working the standard hours per day, as set out in provision 16.02, is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

ARTICLE 18 - VACATIONS

18.01 Employees working for the Employer in the twelve (12) month period preceding December 31st shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

- (i)
 - (a) Employees who have completed less than one (1) year of continuous service as of December 31st shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four percent (4%) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding December 31st.
 - (b) An employee with more than one (1) year of continuous service but less than three (3) years of continuous service as of December 31st of any year shall be entitled to an annual vacation of two (2) weeks with pay in the amount of four percent (4%) of gross earnings.
 - (c) An employee with more than three (3) years of continuous service but less than eight (8) years of continuous service as of December 31st of any year shall be entitled to an

annual vacation of three (3) weeks with pay in the amount of six percent (6%) of gross earnings.

- (d) An employee with more than eight (8) years of continuous service but less than fifteen (15) years of continuous service as of December 31st of any year shall be entitled to an annual vacation of four (4) weeks with pay in the amount of eight percent (8%) of gross earnings.
- (e) Employees who have completed fifteen (15) years of continuous service as of December 31st of any year shall be entitled to an annual vacation of five (5) weeks with pay in the amount of ten percent (10%) of gross earnings.
- (f) Employees who have completed twenty-five (25) years of continuous service as of December 31 of any year shall be entitled to an annual vacation of six (6) weeks with pay in the amount of twelve percent (12%) of gross earnings.

(ii) Vacation Entitlement

Seating Tech. I	3 weeks after 1 year continuous service
Seating Tech. II	4 weeks after 5 years continuous service
Kinesiologist	4 weeks after 1 year continuous service
Occupational Therapist	4 weeks after 1 year continuous service
Social Worker	4 weeks after 1 year continuous service

18.02 Employees shall notify the Employer of their vacation preference by March 31st in each year. Employees shall be permitted to take up to one week's vacation in blocks of less than one week.

18.03 An employee will be granted and shall take his vacation at such time or times as the Employer determines, consideration in each case being given to the employee's wishes, seniority and the efficient operation of the Employer. It is understood and agreed that where an employee is entitled to more than two (2) weeks of vacation, the Employer may require such employee to take his vacation in interrupted periods. The employee shall have scheduled the weekends immediately preceding and following his vacation provided that such scheduling is mutually agreed upon by the employee and his supervisor.

18.04 An employee's vacation entitlement shall be proportionately reduced for absence due to unpaid illness, (including Workers' Compensation), leaves of absence or other unpaid periods, which absence exceeds thirty (30) continuous calendar days during the period of qualifying the employee for vacation.

18.05 An employee who terminates his employment with the Employer without giving at least two (2) weeks' notice to the Employer shall receive such percentage vacation pay as may be due him in accordance with The Employment Standards Act, 2000.

18.06 Vacations shall not be cumulative from year to year.

18.07 Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 19 - LEAVE OF ABSENCE (PAID)

19.01 Bereavement Leave

- (a) An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to four (4) days off, without loss of her regular pay for her scheduled hours in conjunction with the death of a member of her immediate family. "Immediate family" means spouse, (including common law spouse and a partner of the same sex), children, step-children, parent, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian and step-parent.
- (b) Where the funeral of the deceased is more than 300 miles from the location of the Employer the employee shall be allowed an extra day beyond the day of the funeral for return travel and such extra day shall be leave of absence without pay.
- (c) Where additional leave is required, it may be provided at the discretion of the Executive Director. If so provided, such additional leave will be without pay. Such leave will not be unreasonably withheld.
- (d) Leave of absence for bereavement of members of a family not set out above may be provided at the discretion of the Executive Director. If so provided, such leave shall be without pay. Such leave will not be unreasonably withheld.

19.02 Jury and Witness Duty

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

- (a) Notifies the Employer immediately on the employee's notification that he will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;

- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

ARTICLE 20 - LEAVE OF ABSENCE (UNPAID)

20.01 Personal Leave

Written requests for a personal leave of absence, without pay, will be considered on an individual basis by the Executive Director or his designate. Such requests are to be made as far in advance as possible and a written reply will be given within fourteen (14) days, except in cases of emergency.

20.02 Educational Leave

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.

A leave of absence, without pay, to take further education related to the employee's work with the Employer may be granted upon written application by the employee to the administration of the Employer. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

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.

In-service Education Workshops

When an employee is required by the Employer to attend Inservice Educational Workshops outside of her regular hours of work, the employee shall be compensated at her regular straight time hourly rate while in the actual attendance at the workshop.

This compensation will be given only to those employees who are in attendance for the entire session, and have signed in.

20.03 Leave for Union Business

The Employer shall grant unpaid leave of absence to employees to attend Union conventions, seminars and educational classes, provided such leave does not interfere with the continuance of efficient Employer operations. Requests for leave must be made in writing and submitted to the employee's Department Head or designate at least three (3) weeks in advance of the proposed date for the commencement of the leave.

Leave of absence under this clause shall not exceed an aggregate total of all employees, to a maximum of twenty (20) days. No more than two (2) employees will be granted leave of absence at any one time and not more than one (1) employee from any one department.

20.04 Full-Time Union Leave

Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

20.05 Family Medical Leave

Unpaid Family Medical Leave of up to eight (8) weeks in a twenty-six (26) week period will be granted to an employee to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating that the family member has a serious medical condition and there is a significant risk of death occurring within a period of twenty-six (26) weeks as stated in the Employment Standards Act 2000.

Specified family members are as defined in the Employment Standards Act 2000 for purposes of Family Medical Leave.

20.06 Emergency Leave

Emergency Leave will be granted to employees for up to ten (10) days each year, unpaid, as stated in the Employment Standards Act 2000.

Emergency leave may be taken in the case of illness, injury and certain other emergencies and urgent matters relating to specified family members. Specified family members are spouse or same-sex partner, parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee, the employee's spouse or the employee's same sex partner, the spouse or same-sex partner of an employee's child, a brother or sister of the employee, a relative of the employee who is dependent on the employee for care or assistance, as defined in the Employment Standards Act 2000 for purposes of Emergency Leave.

ARTICLE 21 - PREGNANCY LEAVE

21.01 Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

21.02 The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Centre with the certificate of a legally qualified medical practitioner stating the expected birth date.

21.03 The employee shall reconfirm her intention to return to work on the date originally approved in subsection (21.02) above by written notification received by the Employer at least two (2) weeks in advance thereof.

21.04 An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits, pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal week hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

21.05 Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

21.06 The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave, unless the employee elects in writing not to participate in a benefit.

21.07 Subject to any change to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former position at the same rate of pay as she was receiving prior to the commencement of the leave.

ARTICLE 22 - PARENTAL LEAVE

22.01 Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

22.02 An employee who qualifies for parental leave shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

22.03 An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (22.02) above by written notification received by the Employer at least two (2) weeks in advance thereof.

22.04 Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while an employee is on parental leave, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began, otherwise.

22.05 The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks while an employee is on parental leave, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began, otherwise.

22.06 Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former position and at the same rate of pay as he or she was receiving prior to the commencement of the leave.

ARTICLE 23 - EFFECT OF ABSENCE

23.01 (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.

(b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Employer will continue to pay its share of the premium for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

(c) It is further understood that during such unpaid absence exceeding thirty (30) continuous days, seniority, for purposes of promotion, demotion, transfer or lay-off shall accrue.

ARTICLE 24 - LABOUR-MANAGEMENT COMMITTEE MEETING

24.01 Where the parties mutually agree that there are matters of mutual concern and interest that will be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not

include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.

- 24.02(a) The parties agree that a Staff Planning Committee shall be established. The Committee shall be involved in the planning process from the early phases through the final phases, with respect to the development of any restructuring plan which may adversely affect bargaining unit employees. As part of its deliberations, the Committee shall consider possible ways and means of avoiding or minimizing potential adverse affects upon employees of such restructuring. This may include:
- (i) identifying and proposing possible alternatives to any action that the Employer may propose, taking into account the Employer's financial situation;
 - (ii) identifying and seeking possible ways to address the retraining needs of employees;
 - (iii) identifying vacant positions within the Employer for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.
- (b) The Committee shall be provided with such information on the financial operations of Brantwood as is reasonably required to carry out its function.
- (c) The Committee shall be composed of two (2) representatives from each party. Meetings shall normally be held during normal working hours. The Employer shall ensure the continuation of regular earnings of employees who attend meeting of this Committee during their normal working hours. Meetings of this Committee shall be held quarterly, unless otherwise mutually agreed.

ARTICLE 25 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

25.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer in order to prevent accidents, injury and illness.

25.02 A Joint Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, with a minimum number of five (5) members from each party. The Joint Health and Safety Committee shall be co-chaired by one Union representative and one Employer representative.

Minutes shall be taken of all Joint Health and Safety Committee meetings and copies shall be provided to the Union and posted on all union bulletin boards.

25.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

25.04 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions. The Employer will provide the Joint Health and Safety

Committee with its Infection Control policy and procedures. All relevant details of incidents and accidents will be provided to the Joint Health and Safety Committee on a timely basis.

25.05 Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

25.06 Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

25.07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

25.08 Personal Protective Equipment

The Employer shall ensure that all personal protective equipment meets or exceeds all applicable standards, fits, and is effective in its use within the workplace.

The Employer will have available personal protective equipment that includes, but is not limited to surgical masks, non-latex surgical gloves and gowns that fully cover the front torso and tie in the back.

25.09 Needlesticks and Sharps

The Employer shall use only "safety-engineered" needles. The Employer shall maintain a Sharps Injury Log with detailed information on skin-piercing injuries including:

1. Date and time of incident
2. Type of device used, the brand and the model.
3. Department or work area.
4. How the incident occurred.
5. The Sharps Injury Log will be given to the Joint Health and Safety Committee on a timely basis.

ARTICLE 26 - BULLETIN BOARDS

26.01 The Employer will provide the Union with a bulletin board for the posting of Union notices. Notices that the Union wishes to post must be signed by the representative of the Union designated for that purpose and must be submitted to the Administrator or his designate. Only notices that have been thus submitted and approved by the Administrator or his designate will be permitted to be posted.

ARTICLE 27 - BENEFITS

27.01 Hospitals Ontario Disability Income Plan (HOODIP)

The Employer agrees to continue with the current provision of the Hospitals of Ontario Disability Income Plan (HOODIP) for each eligible full-time employee in the active employ of the Employer.

The Employer will pay seventy-five percent (75%) of the billed premium. Employees must join the plan as a condition of employment and in accordance with the terms and conditions of the plan. The Employer agrees to delete the penalty clause regarding the fourth and succeeding illness.

- (a) There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
- (b) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- (c) Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

27.02 Hospitals of Ontario Group Life Insurance Plan (HOOGLIP)

The Employer agrees to continue with the current provision of the Hospitals of Ontario Group Life Insurance Plan (HOOGLIP) for each eligible full-time employee in the active employ of the Employer. The Employer will pay one hundred percent (100%) of the premium.

27.03 Hospitals of Ontario Pension Plan (HOOPP)

All present employees enrolled in the above named plan shall maintain their enrollment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

27.04 Change of Carrier

The Employer may at any time substitute another carrier for any Plan (other than OHIP) provided that the benefits provided thereby are substantially the same. Before making such a substitution, the Employer shall notify the Union of the proposed change and will provide specifications of the benefit programs contracted for and in effect for employees covered under this Collective Agreement.

27.05 Extended Health Care

The Employer agrees to pay seventy-five percent (75%) of the billed premium for the Extended Health Care ten dollars (\$10.00) deductible (single) and twenty dollars (\$20.00) deductible (family) for each eligible full-time employee in the active employ of the Employer and subject to the meeting of the enrollment requirements of the carrier.

Vision Care

In addition to the standard benefits, coverage will include vision care (maximum \$150.00 every 24 months) Effective the first of the month following the date of ratification, coverage will include one optometry exam every twenty-four (24) months.

27.06 Dental Plan

The Employer will pay seventy-five percent (75%) of the billed premium of the Dental Plan #9 issued by Liberty Health or equivalent (previous years O.D.A. Fee Schedule) for each eligible full-time employee in the active employ of the Employer. (For example, 1996 ODA fee schedule applicable for 1997 claim.)

27.07 Sick Leave Certificate

If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

ARTICLE 28 - TEMPORARY ASSIGNMENTS

- 28.01 (a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.
- (b) Where an Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit the employee so assigned shall be paid one dollar (\$1.00) per hour for each hour of the assignment.
- (c) An Employee who is in charge of the Centre, when there are no supervisory staff present, shall receive one dollar (\$1.00) per hour, or seven dollars and fifty cents (\$7.50) per shift in addition to her regular hourly rate and any applicable allowance.

ARTICLE 29 - PROMOTION TO A HIGHER CLASSIFICATION

29.01 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

ARTICLE 30 - DEFINITION OF STRAIGHT TIME RATE OF PAY

30.01 For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule "A" of this Agreement.

ARTICLE 31 - EXPERIENCE PAY

31.01 An employee hired by the Employer with recent and related full-time experience, may claim at the time of hiring on a form supplied by the Employer consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Employer shall then evaluate such experience during the probationary period. Where, in the Employer's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one year's service for every two years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement.

ARTICLE 32 - UNIFORM ALLOWANCE

32.01 The Employer will continue with its practice of supplying and laundering uniforms for those employees in classifications for which it is presently doing so.

Employees who are required to wear uniforms but are not presently supplied with same, at the discretion of the Employer, will either have uniforms supplied and laundered or will be provided with a uniform allowance of \$60.00 per year.

32.02 The Employer will provide \$75.00 per year to each full-time employee who is required by the Employer to wear safety footwear during the course of his duties.

ARTICLE 33 - NO CONTRACTING OUT

33.01 The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees follows. Contracting out to an employer who is organized and will employ the employees of the bargaining unit who would otherwise be laid-off is not a breach of this provision.

ARTICLE 34 - PERSONNEL FILES

34.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt of such letter or suspension provided the employee's record has been discipline free for such eighteen (18) month period.

ARTICLE 35 - JOB CLASSIFICATION

35.01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same and provide details at least fourteen (14) days prior to posting. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard the requirements of such classification.

35.02 When the Employer makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

35.03 If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

35.04 The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

ARTICLE 36 - TRANSPORTATION ALLOWANCE

36.01 When an employee is authorized by the Employer to use his or her automobile while on the Employer's business, he or she shall be reimbursed at the rate of, effective the first of the month following ratification, thirty-four cents (\$0.34) and effective November 16, 2005 thirty-five cents (\$0.35) per kilometer for all business travel driven.

ARTICLE 37 - DISABLED EMPLOYEES

37.01 If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the Employer may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 38 - BENEFITS ON EARLY RETIREMENT

38.01 The Employer shall endeavour to make provision with its insurer to allow an employee who hereafter retires early under the terms of the Employer's pension plan, to maintain to age sixty-five (65) at the retiree's full cost, his or her participation in the following group plans:

- (1) Extended Health Care, including Vision Care and Hearing Aid Allowance
- (2) Dental Plan

The retiree will pay the premiums directly to the carrier, and any issues which arise regarding coverage will be issues to be resolved between the retiree and the carrier.

ARTICLE 39 - COST OF PRINTING THE COLLECTIVE AGREEMENT

39.01 The cost of printing the Collective Agreement will be shared by the parties on a fifty/fifty (50/50) basis.

ARTICLE 40 - TERM OF AGREEMENT

40.01 This Agreement shall be in effect until November 15, 2006 and shall remain in effect from year to year thereafter unless either party gives to the other party written notice of its desire to terminate or amend the Agreement. Such notice shall be by registered mail and written ninety (90) days prior to the expiry of the Agreement.

40.02 If either party gives to the other notice in accordance with the provisions of 40.01 the parties shall meet within fifteen (15) days from the giving of the notice, or such further period as the parties agree upon.

SIGNED at Brantford, Ontario this _____ day of _____, 2005

FOR THE EMPLOYER

FOR THE UNION

“WITHOUT PREJUDICE OR PRECEDENT”

LETTER OF UNDERSTANDING

Between

BRANTWOOD RESIDENTIAL DEVELOPMENT CENTRE
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N
A.F. OF L.- C.I.O., C.L.C.

This letter is to confirm the parties understanding regarding the working conditions of full time Counsellor I staff who are required to work an extended shift.

Extended shifts may be implemented **at any location**, with mutual agreement between Brantwood and the affected employees on a six month trial period with a three month review.

***Only articles different than the Full-Time Collective Agreement are listed below.**

ARTICLE 12 PROBATIONARY PERIOD

New employees shall serve as probationary employees for the first three hundred and thirty-seven and one-half (337.5) hours worked. It is mutually agreed that in any specific instance where there may be a doubt of an employee’s capabilities, or where personal circumstances exist, such employee’s status may be reviewed with the Union, and an extension of a further three hundred and thirty-seven and one-half (337.5) hours worked may be granted.

If at the option of the Employer an employee is retained for the aforementioned period the employee’s name shall be placed on the seniority list and his seniority shall be based on the date he last commenced to work for the Centre and in accordance with Article 13.

ARTICLE 15 JOB POSTING

15.07 The successful applicant will be placed in the vacancy for a trial period not exceeding three hundred and thirty-seven and one-half (337.5) hours worked and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory or if the employee feels he/she is unable to perform the duties.....

ARTICLE 16 HOURS OF WORK AND OVERTIME

- 16.02 The normal work day shall consist of nine and one-half (9.5) hours per shift (exclusive of an unpaid meal time) and seventy-five (75) hours in a bi-weekly pay period. Such hours shall be worked in accordance with schedules and shifts as determined by the Employer.
- 16.03 **Overtime**
All hours worked by an employee, which have been authorized by the Employer and, which exceed nine and one-half (9.5) hours in any one day or exceed seventy-five (75) hours in a bi-weekly period shall be paid at the rate of time and one-half (1.5) the employee's regular straight time hourly rate of pay.
- 16.04 Overtime payment for hours worked will not apply as a result of the following:
- (a) an exchange of shifts by two employees and which exchange must first have the approval of the Department Head or designate as provided for in clause 16.09.
Note: Exchange of shifts shall be made only between those employees required to work extended shifts.
- 16.08 **Scheduling**
(a) Employees will be granted one (1) twenty (20) minute paid rest period in each half of a nine and one-half (9.5) hour shift.
- 16.09 Employees who are required to work extended shifts may be allowed to exchange shifts with another employee required to work extended shifts. Where two (2) or more employees wish to exchange shifts they must submit a written request to their Department Head or designate. The granting of the request will be at the sole discretion of the Department Head or designate. Overtime payment will not be paid to any employee that may be affected by such exchange of shifts.

ARTICLE 17 PAID HOLIDAYS

- 17.05 An employee who was required to work on any of the foregoing holidays save and except the employee's float day (birthday) shall be paid for authorized work performed at the rate of time and one-half the employee's regular straight time rate of pay for all hours worked on such holiday, but shall not be paid holiday pay as provided elsewhere in this Article. In addition, if he qualifies under Article 17.03, he will receive a lieu day off at regular straight time pay within thirty (30) days following the holiday. Such lieu day to be selected by the employee and his Immediate Supervisor by mutual agreement. Employees shall be paid for a lieu day in the same pay period that the lieu day is taken. Failing such mutual agreement, the lieu day will be scheduled by the Immediate

Supervisor. The lieu day for employees working extended shifts will be paid at seven and one-half (7.5) hours.

Signed at Brantford this _____ day of _____ 2005.

FOR THE UNION:

FOR THE CENTRE:

Letter of Understanding

Re: Funding

Brantwood undertakes that should Brantwood receive additional funding from the government, specifically for compensation increases during the term of this agreement for the bargaining unit, Brantwood shall meet with the Union to discuss if and how the additional funds may be spent.

SIGNED at Brantford this _____ day of _____ 2005.

FOR THE EMPLOYER:

FOR THE UNION:

