

102 employees

Unit No. 140A

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BRANTWOOD RESIDENTIAL DEVELOPMENT CENTRE  
(PART-TIME)**

**-AND-**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1.01  
A.F. OF L.-C.I.O. C.L.C. (PART-TIME)**

**EFFECTIVE: NOVEMBER 16, 2004**

**EXPIRY: NOVEMBER 15, 2006**

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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 76th 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 Centre, in **Brantford**, Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, graduate nursing staff, undergraduate nurses, employee health nurse, graduate dietitians, student dietitians, director of activities, technical personnel, professional personnel, office and clerical staff, rehabilitation replacements, supervisors, and persons above the rank of supervisor.

2.02 The word "employees" when used in the Agreement shall mean persons included in the abovedescribed 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.

**2.05** For purposes of interpretation and clarification, part-time employees shall mean any employee who regularly works less than **twenty-four (24)** hours per week, or who temporarily relieves full-time employees for a fixed term or task not to exceed six (6) months.

Part-time employees are classified under **two** separate categories, namely:

(a) Regular Part-Time Employees

A regular part-time employee shall mean those employees who make a written commitment to the Employer to be available on a predetermined basis, as required and determined by the Employer, and in respect of which there is a predetermined scheduling.

(B) Casual Part-Time Employees

Casual part-time employees shall mean those employees who are employed on a relief or replacement basis and are available for call-ins as circumstances demand.

### **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 pay, as directed by the Union, on the first pay period in each calendar month 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 operations 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. 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 work "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 clients 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 operation; 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 The parties agree that the provisions of Article 7 and the clauses 7.01, 7.02, 7.03, 7.04, and 7.05, 7.06 as contained in the Collective Agreement (Full-Time Unit) will include and be applicable to employees under this Collective Agreement (Part-Time Unit).

## **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. 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 her 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 employee must submit the written grievance 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 his 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 10 (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 a 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 to 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 of 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 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 reference to time limits, jurisdiction, etc., set out above will apply to the proceedings and to the single arbitrator.

## **ARTICLE 10 - EMPLOYERS 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 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 sixty (360) hours worked may be granted.

If at the option of the Employer an employee is retained for the aforementioned period, the regular part-time 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 regular part-time and casual part-time 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 hours worked.
4. Seniority shall be expressed in terms of years and months and 1950 hours shall be equated to one year and 162.5 hours shall be equated to one month.

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 shall be deemed 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) employees 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 for 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 regular part-time or casual part-time shall receive credit for his full seniority. An employee whose status is changed by the Employer from regular part-time or casual 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 - LAY-OFF AND RECALL

- 14.01 (a) Unless situations exist which are beyond the Employer's control, there shall be at least four (4) months' 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 weeks (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, and based on hours **worked**.

**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 originally 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 purpose 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.

## **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 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 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 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 is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his 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 reposted.

## **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 schedule 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 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 16.08.
- (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, 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 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) The Employer agrees that it will not require an employee to work a schedule of more than seven (7) consecutive shifts without his/her consent.
- (c) Employees shall not be scheduled to work more than two (2) consecutive weekends except by mutual agreement between the employee and his/her supervisor.
- (d) Overtime on Weekend

A regular part-time employee will receive time and one-half (1 1/2) her regular straight time hourly rate for all hours worked on a third and subsequent consecutive weekend save and except, where:

- (i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - (ii) such employee has requested weekend work; or
  - (iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (e) 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.

16.08 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.

16.09 Minimum Reporting Pay

Employees who report for work at the starting time of their scheduled shift, save and except employees who are scheduled for four (4) hours or less, 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. Employees who are scheduled for four (4) hours or less will be guaranteed one-half of their scheduled hours. 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.

**16.10 Shift Premium**

A shift premium of two dollars and ten cents (\$2.10) will be paid for each full evening or night shift worked by employees who regularly rotate through the shift schedule.

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.

**16.11 Weekend Shift Premium**

Effective on the date of ratification, an employee shall be paid a 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.

**16.12** 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 purposes of clarity, it is understood that the first payments shall be made the first day following the end of June 2003.

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

**ARTICLE 17 - PAYMENT FOR WORK ON DESIGNATED DAYS**

17.01	New Year's Day Heritage Day (3rd Monday in February) Good Friday Victoria Day Canada Day	Civic Holiday Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day
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The first Monday in April (in lieu of full-time float holiday).

Part-time employees who work on any of the above designated days will be paid at time and one-half their regular straight time rate of pay for all hours worked.



## **ARTICLE 18 -VACATIONS**

18.01 For the purpose of calculating vacation pay the following formula will apply:

A part-time employee who has worked less than 5,175 hours will receive four percent (4%) of his/her gross applicable earnings in a calendar year.

A part-time employee who has worked 5,175 hours but less than 13,800 hours shall receive six percent (6%) of his/her gross applicable earnings in a calendar year.

A part-time employee who has worked 13,800 hours but less than 25,875 hours shall receive eight percent (8%) of his/her gross applicable earnings in a calendar year.

A part-time employee who has worked 25,875 hours but less than 43,125 hours shall received ten percent (10%) of his/her gross applicable earnings in a calendar year.

A part-time employee who has worked 43,125 hours or more shall receive twelve percent (12%) of his/her gross applicable earnings in a calendar year.

Part-time employees will be granted time off for vacation purposes at the discretion of the employee's Department Head and will be scheduled at a mutually agreeable time.

18.02 Employees shall be permitted to take **up** to one (1) week's vacation in blocks of less than one (1) week.

18.03 The employee shall have scheduled the weekends immediately preceding and following his/her vacation provided that such scheduling is mutually agreed upon by the employee and his supervisor.

## **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 three hundred (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 a part-time 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 with 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, traveling and meal allowances and an official receipt thereof.

#### 19.03 Inservice 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 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.

### **ARTICLE 20 - LEAVE OF ABSENCE (UNPAID)**

#### 20.01 Personal Leave

Written requests for a personal leave of absence, without pay, for a regular part-time employee 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 Leave for Union Business

The parties agree that the provisions of Article 20 – Clause 20.03 of the Collective Agreement (Full-Time Unit) will include and be applicable to employees under this Collective Agreement (Part-time Unit).

#### 20.03 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.

#### 20.04 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 Employer 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 unemployment 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 average weekly hours worked in the immediate preceding twelve (12) months.

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. Such credits shall be based upon the employee's average weekly hours worked in the immediately preceding twelve (12) months.

21.06 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. Such credits shall be based upon the employee's average weekly hours worked in the immediately preceding twelve (12) months.

22.05 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 - TEMPORARY ASSIGNMENTS**

23.01 (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) Effective on the date of ratification, where the 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 seventy-five cents (\$0.75)

per hour for each hour of the assignment and effective November 16, 2001 be paid one dollar (\$1.00) per hour for each hour of the assignment.

- (c) Effective on the date of ratification, 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 rate and any applicable allowance.

#### **ARTICLE 24 - PROMOTION TO A HIGHER CLASSIFICATION**

24.01 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 25 - DEFINITION OF STRAIGHT TIME RATE OF PAY**

25.01 For the purposes of calculating any benefit for 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 26 - EXPERIENCE PAY**

26.01 An employee hired by the Employer with recent and related full-time service in another facility (or comparable part-time service with the Employer), 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 employees 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 27 - UNIFORM ALLOWANCE**

27.01 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.

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

## **ARTICLE 28 - NO CONTRACTING OUT**

**28.01** The Employer shall not contract out any work usually performed by members of this bargaining unit if, as 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 29 - PERSONNEL FILES**

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

## **ARTICLE 30 -JOB CLASSIFICATION**

**30.01** 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 endeavor 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 rate for other classifications in the bargaining unit having regard to the requirements of such classification.

**30.02** 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.

**30.03** 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 classification.

**30.04** 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 31 - AUTOMOBILE REIMBURSEMENT**

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 32 - DISABLED EMPLOYEES**

32.01 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 33 - SICK LEAVE CERTIFICATE**

33.01 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 34 - COST OF PRINTING THE COLLECTIVE AGREEMENT**

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


**ARTICLE 35- TERM OF AGREEMENT**

35.01 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 expiration of the Agreement.

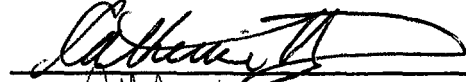
35.02 If either party gives the other notice in accordance with the provisions of 34.01 the parties shall meet within fifteen (15) days from the giving of the notice or such further period as the parties agree upon.

SIGNED at Brantford, Ontario this 27<sup>th</sup> day of July 2005.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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**Schedule "A"**

**(PART-TIME HOURLY EMPLOYEES)**

Classification	Effective	Start	1725 hours	3450 hours	5175 hours	6900 hours
Aide: Housekeeping	Nov. 16/2004	14.17	14.36	14.50		
	Nov. 16/2005	14.45	14.65	14.79		
Cook	Nov. 16/2004	15.76	15.96	16.14		
	Nov. 16/2005	16.08	16.28	16.46		
Counsellor I	Nov. 16/2004	14.88	15.06	15.29		
	Nov. 16/2005	15.18	15.36	15.60		
R.P.N.	Nov. 16/2004	18.64	18.77	18.98		
	Nov. 16/2005	19.01	19.15	19.36		
Maintenance I	Nov. 16/2004	17.07	17.38	17.68	17.88	18.08
	Nov. 16/2005	17.41	17.73	18.03	18.24	18.44
Maintenance II	Nov. 16/2004	18.01	18.30	18.60	18.94	19.19
	Nov. 16/2005	18.37	18.67	18.97	19.32	19.57

NOTE: If re-instated by the Employer, a classification removed as of November 16, 2000 will be reinstated at the same level as when it was removed.

**Percentages in Lieu of Benefits**

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise save and except salary, vacation pay, standby pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty, and bereavement pay) an amount equal to twelve percent (12%) of his/her regular straight time hourly rate for all straight time hours paid. Notwithstanding the above, the percentage in lieu payment shall be further reduced in an amount equal to the Employer's contribution to the Pension Plan, applicable to any part-time employee who joins the Plan.