

Collective Agreement

between

Villa Colombo
Homes for the aged

and

The Canadian Union of Public Employees
Local 2553

Begins:
04/01/1998

Terminates:
12/31/2001

11035 (02)

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ARTICLE 1

PURPOSE

- 1.01 Whereas it is the desire of both parties to **this** Agreement:
- (a) to provide and maintain **an** orderly relationship between them and to settle conditions of employment of the Employer's employees;
 - (b) to recognize the mutual value of joint discussions of matters such **as** working conditions, employment, services, etc.;
 - (c) to work together to secure the best possible care and health protection for the residents of the Home;
 - (d) **to** promote the morale and the well-being of the employees in the bargaining unit;
 - (e) to work together to secure the **efficient** and **safe** operation of the Home.

ARTICLE 2

SCOPE & RECOGNITION

- 2.01 **This** Agreement shall apply to all employees in the bargaining **unit**, save and except professional medical **staff**, registered and graduate nurses, undergraduate nurses, office and clerical **staff**, supervisors and persons above the rank of supervisor, recreation **and** activation supervisor and volunteer co-ordinator.

This Article shall be read, subject to **the Ontario** Labour Relations Board's Certificates **and** its decision dated November 30, 1981.

- 2.02 **The** Employer recognizes the **Union** **as** the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.

- 2.03** Persons whose jobs **are** not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit except:
- (a) in cases of emergency;
 - (b) when instructing other employees;
 - (c) when performing development or experimental work;
 - (d) when regular employees are not available.
- 2.04** No employee shall be required or permitted to make a written or verbal agreement with the Employer or her representatives who may conflict with the terms of **this** Collective Agreement.

ARTICLE 3

MANAGEMENT

- 3.01** The union agrees that it is the exclusive function of the Employer:
- (a) to maintain order, discipline and efficiency, to establish and to revise from time to time, and enforce reasonable written rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy sent to the Union);
 - (b) to hire, direct, transfer, classify, promote and to discharge or discipline for just cause of its employees;
 - (c) determine the location of the operations, and their expansion or their curtailment, the direction of the working forces, the schedules of operations, the number of **shifts**, job content decide on the number of employees needed by the Employer at any time.
- 3.02** The Employer agrees that these functions shall be exercised in **a** manner consistent with the purpose and terms of the Agreement **and** that a claim by the Union of unjust discrimination, discharge or discipline may be the subject of a grievance under **this** Agreement.

ARTICLE 4

UNION SECURITY

- 4.01 The parties hereto mutually agree that any employee of the Employer covered by this Agreement, who is currently a member of the Union, must, **as** a condition of employment, remain a member in accordance with the Constitution and By-laws of the Union. Any employ~~ee~~ who is not currently a member need **not** become one, however, any new employee must become a member in accordance with the Constitution and By-laws of the Union, **as** a condition of employment.
- 4.02 The Employer shall deduct from the pay of all employees who are covered by **this** Agreement, on the first pay day of each calendar month, Union dues in the amount certified by the Union to the Employer to be currently in effect according to the Union Constitution and By-laws and shall remit same prior to the end of the month to the National Secretary-Treasurer of the Union. The dues shall be accompanied by a list of employees from whose wages deductions have been made and indicate their classification and whether they are full-time or part-time.
- 4.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall supply the Union, without charge, receipts in the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5

REPRESENTATION

- 5.01 **Four (4)** stewards shall be selected **from** the bargaining unit. The Union shall notify the Employer, in **writing**, of the names of such stewards at the time of their appointment and the Employer shall not be required to recognize any steward until it has been **so** notified.
- 5.02 The steward shall not leave her work to investigate or process any grievances or to negotiate with the Employer without prior consent of the Employer and such consent shall not be unreasonably withheld.

- 5.03 On commencing employment, the employee's immediate supervisor shall introduce the new employee to her Union steward or representative, who will provide her with a copy of the Collective Agreement.
- 5.04 Correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director and the Secretary of the Union, with a copy to the assigned CUPE National Representative.
- 5.05 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 5.06 A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees on the Committee. The employees who are on the Union Negotiating Committee shall receive the regular straight time hourly rate for all regular hours they would have been scheduled to work but were unable to because of direct negotiations, up to and including Conciliation.
- 5.07 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall request permission of the Executive Director to meet with employees on the Employer's premises and such permission shall not be unreasonably withheld.
- 5.08 The steward shall investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement without loss of pay, however, in no event shall a steward or any employee be paid for time spent in investigation or processing grievances in non-working hours.
- 5.09 The Employer shall share equally with the Union the cost of printing sufficient copies of the Collective Agreement in booklet format in both the English and Italian languages. The Employer shall provide all new employees with a copy of the Collective Agreement. In any question of interpretation of the English version done shall be used by the parties or an arbitrator.
- 5.10 There shall be a labour management committee made up of three (3) representatives from the employees and three (3) from the management. The committee will meet on a bi-monthly basis, or more often if considered necessary, to discuss matters of

mutual interest pertaining to the Employer, however grievances **shall** not be discussed.

- 5.11 The Employer will continue the pay of Union officers who are on Union leave and the Union shall reimburse the Employer on a monthly basis.

ARTICLE 6

NO STRIKES OR LOCK-OUTS

- 6.01 The union agrees there will be no strikes and the employer agrees there will be no lockouts during the term of **this** Agreement. The term "strike" and "lock-out" **shall** bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7

NO DISCRIMINATION

- 7.01 There shall be no discrimination by the employer, the Union or **any** employee by reason of race, creed, colour, national origin, sex or marital **status**, or **sexual** orientation, or by reason of **any** employee's membership or non-membership in the Union or because of her activity in the Union.

- 7.02 Sexual, Racial or Gender Harassment

- (i) The **Union** and the Employer recognize the right of employees to work in **an** environment free from sexual, gender and racial harassment, and undertake to take all possible **and** appropriate actions to foster such **an** environment. In acknowledging that racial, **sexual** and gender harassment are serious issues, the Employer agrees, no employee in the bargaining unit shall be penalized in her **status** as a result of suffering work-related sexual, gender or racial harassment.

- ii) Sexual harassment shall be defined as:
 - a) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to **know** that such attention is unwanted; and/or
 - b) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
 - c) clearly ~~expressed or~~ implied threat of reprisal, actual reprisal or the denial of **an** opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; ~~and/or~~
 - d) sexually oriented remarks or behaviour which may reasonable be perceived to create a negative environment for work.
- iii) Gender harassment shall be defined **as** repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle **an** individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation or gender.
- iv) Racial/ethnic harassment shall be defined **as**:
 - a) offensive comments, including racial/ethnic slurs, jokes, remarks or **other** such verbal abuse; and/or
 - b) offensive physical gestures or abuse; and/or
 - c) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
 - d) ~~–~~ continued differential treatment in the assignment of duties or responsibilities; and/or
 - e) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome **to an** individual and/or group(s) on the basis of race, colour, ethnicity, ancestry, nationality, place of origin, **and/or** religion by a person(s) who knows or ought reasonably **to** know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.
- v) Where **an** employee believes he/she **has** been the victim of sexual, gender or racial harassment she may, lay a complaint which may continue under the Grievance

Procedure or request through the Union or the Employer, to discontinue contact with the alleged harasser. Management (shall) may grant such request where after investigating the allegation it considers that such allegation have merit. In addition she may also wish to pursue the following course of action:

- (a) request **through** the Union that such harassment be discontinued. Where the Union receives such a request, it will notify the appropriate Executive Director or designate with a letter, which shall read: "Pursuant to Article 7; the Union requests your presence at a meeting to discuss an alleged violation of Article 7.02: ~~The~~ Executive Director or designate shall convene a meeting with the Union within five (5) working days of receipt of such letter. The purpose of the meeting will be to discuss the evidence adduced and to determine whether it is appropriate for the Employer to request the alleged harasser to discontinue the demeaning comments, gestures, exclusions, differential treatment and/or other actions. The Executive Director or designate shall notify the Union within five (5) working days of the meeting as to what, if any, action has been taken".

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.01** A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union as to the interpretation, application, administration or alleged violation of this Agreement or a claim by an employee of unjust discipline or discharge.
- 8.02** An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

An employee who has a complaint relating to Article 8.01 may, with the assistance of her steward, discuss her complaint with her immediate supervisor. Such complaint shall be brought to the attention of the immediate supervisor within five (5) working days of the incident giving rise to the complaint. The immediate supervisor shall state her decision within five (5) working days of receiving the complaint.

STEP 2

Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint, the Union may refer such matter, within five **(5)** working days of the time for reply of the immediate supervisor in Writing, to the Department Head/Unit Manager, who shall meet with the Union and answer the grievance, in writing, within five **(5)** working days of receipt of the written grievance.

STEP 3

If no settlement is reached at Step 2, the Union and representatives of the employer shall meet within five **(5)** working days of receipt of the Department Head/Unit Manager's written reply, to discuss the grievance. The Employer shall answer the grievance, in writing, within five **(5)** working days of the meeting.

STEP 4

Failing a satisfactory settlement being reached at Step 3, the matter may, within ten (10) working days from the time for reply at Step 3, be referred to arbitration.

- 8.03** No complaint or grievance shall be arbitrated which has not been commenced or processed in accordance with the Grievance Procedure. Time limits may be extended by mutual agreement.
- 8.04** Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or Management has a policy grievance, Steps 1 and 2 of this Article may be by-passed.
- 8.05** Grievances concerning layoffs due to a reduction of the working force shall be initiated at Step 3 of the Grievance Procedure.
- 8.06** For the purpose of the grievance procedure, "working days" shall be Monday to Friday inclusive except holidays.

ARTICLE 9

DISCHARGE AND SUSPENSION CASES

9.01 Any employeemay be dismissed,but only forjust cause.

When **an** employee is discharged or suspended she/he shall be given the reason in the presence of her steward during his/her schedule time. Such employee and the union shall be advised promptly, in writing, by the Employer of the reason for such discharge.

9.02 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8 - Grievance Procedure. Steps 1 and 2 of the GrievanceProcedure shall be omitted in such cases.

9.03 An employee shall be notified, in writing, of **any** expression of **dissatisfaction** concerning her work that the Employer intends to place in her personnel record. **This** notice shall include particulars of the work performance **which** lead to **such** dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of her record for **use** against her at **any** time.

9.04 Each employee **shall** have access to her personnel file for purposes of reviewing **any** performance evaluation or disciplinary notations. An employee **has** the right to request copies of any evaluation.

9.05 No disciplinary note **shall** be maintained in the employee's file for more than twenty-one(21)months provided that no similar incident has taken place **within this** period.

ARTICLE 10

ARBITRATION

10.01 When either party requests that a grievance be submitted to arbitration, **the** request shall be made by mail, addressed to the other party of this Agreement indicating the names of its nominee on **an** Arbitration **Board**. Within five **(5)** days thereafter, the other party shall answer by registered **mail**, indicating **the name and** address of its

- appointee to the Arbitration Board. The two (2) arbitrators shall then attempt to select **an** impartial Chairman.
- 10.02 If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 10.03 No person may be appointed **as** an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, **nor** to alter, modify or amend any part of this Agreement.
- 10.05 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.
- 10.06 Should the parties disagree **as** to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.
- 10.07 Each party shall pay:
- (a) the fees and expenses of the arbitrator it appoints;
 - (b) one-half (1/2) of the fees and expenses of the Chairman.

ARTICLE 11

SENIORITY

- 11.01 Seniority is defined **as** the length of service in the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis.
- 11.02 (a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the seniority accumulated to the end of the six month period. **An** up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

- (b) Employees shall have thirty (30) days to review this list and to raise any questions concerning the calculation of their **own** seniority. The concern may relate only to the seniority accumulated since the last posting of the seniority list.
- (c) After the thirty (30) day period, and the resolution of any concerns raised by employees during this period, management and the Union will accept **this** list as accurate, and there shall be no further adjustments to the seniority list.

11.03 Newly hired employee(s) shall be on a probationary basis for a period of sixty (60) days worked or four hundred and ~~fifty~~ **(450)** hours worked, which comes first, ~~from~~ the date of hiring. **During** the probationary period, employees shall be entitled to all rights and benefits of **this** Agreement. During such period, she may be dismissed if she is unable to perform adequately the work for which she is employed or is otherwise unsuitable.

11.04 An employee shall not lose seniority rights if she is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose her seniority and be deemed terminated in the event:

- (a) she is discharged for just cause and is not reinstated;
- (b) she resigns;
- (c) she is absent from work in excess of two **(2)** working days without notifying the Employer, unless such notice was not reasonably possible;
- (d) she failed to return to work within three **(3)** calendar days following a layoff and after being notified by registered mail to do **so**, unless through sickness or other **just** cause. It shall be the responsibility of the employee to keep the employer informed of her current address and telephone number;
- (e) she is laid **off** for a period longer than **twenty-four (24)** months (2 years);
- (f) she is absent due to accident or illness for a period longer than thirty **(30)** months.

11.05 No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall **retain** her seniority acquired at the date of leaving the unit for a period of one **(1)** year, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit she shall be placed in a job consistent with her seniority. If such an employee later returns to the bargaining unit, she shall be

placed in a job consistent with her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

11.06 "Subject to Article **20.04**" where **an** employee is absent due to illness or accident for a period of longer than eighteen (18) months, the only right that will flow to her under the terms of the Collective Agreement will be the accumulation of seniority, including any right to **return** to work that **flows** from the Collective Agreement.

11.07 Job Postings

When a vacancy occurs, or a new position is created, in the bargaining unit, the Employer shall notify the Union, in writing, and post notice of the position on the Union board for a minimum of seven calendar days so that all members will know about the vacancy or new position.

The notice of posting shall contain the following information:

- 1) duties of position
- 2) the qualifications required
- 3) *salary*, according to Schedule A
- 4) identify the floor, **shift** and days where applicable

The job requirements **as** determined by management, must be relevant to the position.

11.08 (a) In the case of promotion, demotion or transfer, for the classifications of:

Environmental Assistant (Receiver/Maintenance),
 Environmental Assistant (Housekeeping/Maintenance),
 Housekeeping Lead Hand;
 Laundry Lead Hand

The Employer will consider:

- (a) **skill**, ability and qualifications;
- (b) seniority.

Where the factors in **(1)** **are** relatively equal, seniority shall govern.

(b) In the case of promotion, demotion or transfer for all other classifications listed in Schedule A, appointments shall be made to the Senior Applicant who is able to meet the minimum qualifications of the job.

- (c) The Union and the successful applicant shall be notified within one (1) week following the end of the posting period.
- (d) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) working days with a copy of the notice forwarded to the Union.
- (e) The successful applicant shall be allowed a trial period of up to thirty (30) shifts during which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (f) An employee shall have an orientation period of one (1) day when she is transferred to a new unit/department.

11.09 For temporary vacancies that are expected to exceed sixty (60) days, the Employer shall post the position and the selection shall be made in accordance with Article 11.08. The Employer will not be required to post any subsequent vacancies created by filling the original vacancy but shall fill it in accordance with seniority in the particular unit.

11.10 The Employer will establish the quota of RNA's it requires. Any person who obtained RNA qualifications after October 31, 1992 but who is performing the work of an HCA, will receive the rate of an HCA.

11.11 Definition of Layoff

"Layoff" shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees.

Lay-off Notice

In the event of a proposed layoff of a permanent or long term nature of thirteen (13) weeks or more or the elimination of a position within the bargaining unit, the Employer will:

- (i) provide the Union with no less than three (3) months written notice of the proposed layoff or elimination of position; and

- (ii) provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.

NOTE: Where a proposed layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

11.12 Layoff and Recall Procedure

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

An employee in receipt of notice of lay-off may:

- (a) accept the layoff; or
- (b) displace another employee **who** has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff is qualified to meet the normal requirements of the job. **An** employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of lay-off.

An Employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the employer of his or her intention to do **so and** the position claimed within seven (7) days after receiving the notice of layoff.

NOTE: For the purpose of the operation of clause (b), **an** identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

11.13 Recall

For the purpose of Article 11.12 "recall is defined **as** a return to work in a permanent position or in a temporary position that is greater than six **(6)** months in duration.

- a) **An** employee shall have opportunity of recall from a layoff to an available opening for a period of twenty-four **(24)** months (Article 11.04(e)), in order of seniority, provided he/she is qualified and able to perform the work, before such opening is filled on a regular basis under the job posting procedure.

The posting procedure in the collective agreement shall not apply until the recall process **has** been completed.

- b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the employer shall not act in an arbitrary or **unfair** manner.
- c) **An** employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within twelve (12) months of being recalled.
- d) No new employees shall be hired until **all** those laid **off** have been given **an** opportunity to **return** to work and have failed to do **so**, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- e) The employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the employer. The notification shall **state** the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for **his** or her proper address being on record with the employer.
- f) Employees on layoff shall be given preference for temporary vacancies, which **are** expected to exceed ten (10) working days. **An** employee who **has** been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- g) In the event of recall, positions will be filled in the reverse manner to the layoff, provided the employee's ability and qualifications are sufficient. A full-time employee will be recalled to either a full-time or part-time position and a part-time employee will only be recalled to part-time position.

- h) Except **as** provided herein, **an** employee who has been laid **off** may refuse three (3) proposed recalls. Upon the third refusal, the employee shall be deemed to have forfeited the right of recall into a position before such position is filled on a regular basis under the job posting procedure, but may apply for a position posted **as** provided in Article 11.07.

A full-time employee cannot refuse a recall to the position classification held in the department/unit at the time of layoff, upon such refusal, the employee shall be deemed to have forfeited the right of recall under **this** agreement.

11.14 Staff Planning Meetings

Where the Employer identifies that a reduction in staffing may be necessary the Employer shall, prior to giving to the employees any notice of layoff, including reduction in hours, meet with the Union to discuss the situation **and** any possible means of minimizing staff impact. The Committee will further discuss alternatives to reducing full-time positions. Prior to such formal meeting or meetings taking place, the Employer shall provide the Union **with** pertinent financial and staffing information upon which the Employer's concern is based, together **with** **an** explanation of that information **as** is reasonably required.

11.14 Redeployment Committee

A Redeployment Committee will be established and will meet within **two (2)** weeks of the notice referred to in article 11.10 and thereafter **as** frequently **as** is necessary.

- i) ~~Committee~~ **Mandate**

The Mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), performed by employees who are, or would otherwise be laid **off**.
- (2) Identify vacant positions in the Employer or positions which **are** currently filled but which will become vacant **Within** a twelve **(12)** month period and which are either:
 - (a) within the bargaining unit

(b) not covered by a Collective Agreement

(ii) Committee Composition

The Redeployment committee shall be comprised of equal numbers of representatives of the Employer and of the "Union".

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular rate.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.

ARTICLE 12

BULLETIN BOARDS

12.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's business. Such notices must be approved by the Employer prior to their being posted; such approval shall not be unreasonably withheld.

ARTICLE 13

HOURS OF WORK

13.01 The normal daily hours of work shall be seven and one-half (7½) hours per day, exclusive of a thirty (30) minute uninterrupted unpaid meal period.

13.02 The normal days per week shall average seventy-five (75) hours over a two (2) week period, exclusive of the thirty (30) minute uninterrupted unpaid meal period.

13.03 Work Schedule

- (1) The Employer shall provide that days **off** be planned in such a way **as** to provide every second weekend off.
- (2) The Employer will endeavour to keep employees in their present **shifts**.
- (3) The Employer shall provide that the hours and days off work of each employee shall be posted in **an** appropriate place at least two **(2)** weeks in advance. Once posted, the **shift** schedule shall not be changed without the consent of the employee and the Employer.
- (4) Employees are not required to work split **shifts**.
- (5) The Employer shall provide twenty-four (24) hours' notice of cancellation of a **shift**.
- (6) No employee shall leave the premises during regular working hours without notifying her supervisor.
- (7) Replacement of staff shall be done according to seniority on a unit **basis** where such employees are available on a regular, straight time basis. However, the Employer reserves the right, before incurring overtime, to assign **shifts** to employees on other units who normally **perform** such work.
- (8) Employees who are unable to attend for a scheduled shift shall advise the Employer at least two (2) **hours** prior to the commencement of the day **shift**, and **four (4)** hours prior to the commencement of the evening or night **shifts** and shall advise of the expected length of their absence.
- (9) A request **by** an employee for a change of scheduled working **hours** must be submitted in **writing** and be Co-signed by the employee willing to make the exchange. Part-time staff will not be excluded **from this** exchange process. Such approval shall not be unreasonably withheld however; the Employer is not obliged to allow more than with eight (8) **shift** exchanges per calendar year. Each employee is entitled to eight (8) **shift** exchanges per calendar year. Exchanges shall only be counted against the requesting employee.

13.04 Paid Rest or Relief Periods

All employees shall be permitted a **fifteen** (15) minute rest period during the first half and in the second half **of** a shift in **an** area made available to them.

13.05 Any employee reporting for work on her scheduled **shift** and for whom no work is available shall be offered other work at her regular rate of pay, within her classification for a **minimum** of four **(4)** hours.

13.06 Exchange of Work Schedule

Where **an** employee may desire to change her/his work schedule for family or educational reasons, on a **temporary** basis of not less than **six** (6) months and not more than twenty-four **(24)** months, she/he shall submit a request in writing to her/his manager, detailing the shift desired and the length of time for the exchange. If the exchange is approved, the Employer shall assign the work schedule of the employee requesting the exchange to all eligible employees on the same unit through the posting procedure established in 11.08(a). The vacancy arising from the posting shall be assigned to the employee requesting the exchange.

Such request shall not be reasonably refused. Management has the right to determine the number of exchanges to be approved in **any** work unit.

This provision shall be available on a **trial** basis for the term of **this** agreement.

ARTICLE 14**OVERTIME**

14.01 **For** all employees, all time worked in excess of seven and one-half (**7 ½**) hours per day or seventy-five **(75)** over **a** two **(2)** week pay period or after the **seventh** consecutive and subsequent consecutive working day shall be considered overtime, unless the request to work such hours comes from the employee. Where overtime is worked, compensatory time **off** on a time and one-half basis may be taken by mutual agreement of the employee and her supervisor.

14.02 Compensation for Work after Daily Scheduled Hours

Overtime shall be paid for at the rate of time and one-half (**1 ½**),

14.03 Payment for or Supply of Meals

Employees required to work more than three (3) hours' overtime shall be provided with a meal, or a meal allowance of **two** (\$2.00) dollars at the Employer's option.

14.04 **An** employee who is absent on paid time during her scheduled work week because of sickness, bereavement, holidays or vacation, shall for the purpose of computing overtime pay, be considered **as** if she had worked during his regular hours during such absence.

14.05 Sharing of Overtime

- (a) Overtime shall be divided **as** equitably **as** possible among employees who normally perform the work in question.
- (b) When the Employer determines that overtime is necessary, the Employer shall **offer** the shift in the following way:
 - i) The **shift** shall be offered to part-time employees on the unit who are not already scheduled for work during the same time frame or part thereof **and** who do not have ten (10) **shifts** in the pay period, in order of seniority; or if no employee is available.
 - ii) The **shift** shall be offered to part-time employees within the bargaining unit who **are** not already scheduled for work during the same time frame or part thereof and who do not have ten **(10) shifts** in the pay period, in order of seniority; or if no employee is available.
 - iii) The **shift** shall be offered **as** overtime in order of seniority to full-time employees.
- (c) However, if within two hours prior to commencement of the overtime **shift** a replacement has not been found, the Employer may offer the shift to employees who are currently at work in the order described in **14.05(b)**.

14.06 **An** employee who **has** been called in to work outside her normal working hours shall be paid for a **minimum** of three (3) hours at the applicable overtime rates.

14.07 The Employer shall determine when overtime shall be worked and will make every reasonable effort to obtain volunteers from **among** the employees in the bargaining unit in accordance with the provisions of Article 14.05. Where sufficient volunteers cannot be obtained, the Employer may require employees to work overtime.

14.08 Rest Between Change of Shifts

Failure to provide at least sixteen (16) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period. **This** provision shall not apply when failure to provide sixteen (16) **hours** results from **shift** changes initiated by the employee.

14.09 Overtime payments shall not be pyramided or duplicated for the same hours under any of the provisions of **this** Agreement.

ARTICLE 15

PAID HOLIDAYS

15.01 (a) The Employer recognizes the following **as** paid holidays for full-time employees only. In order to qualify for these holidays, the full-time employee **must** work the last scheduled day before and the next scheduled day after the holiday. **Part-time** employees shall receive or be entitled to holidays pursuant to the Employment Standards Act however; part-time employees **are** not eligible for Boat days:

- | | |
|----------------|------------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Two (2) Float Days |
| | 2nd Monday in February |

15.02 Pay for Work on Scheduled Holidays

(a) Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay. Employees who **are** required to work shall be paid at the rate of doubletime and one-half (2 ½).

(b) In addition, employees who work on a holiday may choose to receive a lieu day without pay scheduled at a time mutually agreed between the employee and the supervisor **within the 30** calendar days following the holiday. To enhance the possibility of the lieu day being granted, the employees **should** provide the requested

day **as** far in advance **as** possible. The employer will notify the affected employee no later **than 14** calendar days after their request **as** to whether or not their lieu day will be granted.

15.03 Compensation for Holidays Falling on Scheduled Day Off

When any of the above holidays falls on **an** employee's day **off**, the employee shall receive **an** additional day's pay.

15.04 Christmas or New Year's Day ~~off~~

Employees shall have at least Christmas or New Year's Day **off**.

ARTICLE 16

VACATIONS

16.01 (a) Employees shall receive annual vacation **with** pay in accordance with credited seniority prior to July 1st of each year **as** follows:

<u>Years of Service</u>	<u>Length of Vacation</u>
1 year or more -	10 working days at 4% of regular earnings
2 years or more -	15 working days at 6% of regular earnings
5 years or more -	20 working days at 8% of regular earnings
15 years or more -	25 working days at 10% of regular earnings
25 years or more -	30 working days at 12% of regular earnings

(b) **An** employee will be allowed to **carry** one (1) week of vacation entitlement from one year to the next to be taken at a mutually agreed upon time.

16.02 Compensation for holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during **an** employee's vacation period, she shall be allowed **an additional** day's paid vacation.

16.03 Vacation Pay

Vacation pay for each day of vacation shall be at the current daily rate.

16.04 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

16.05 Preference in vacations-

Preference in vacations shall be by seniority provided proper staffing may be maintained by the Employer.

16.06 Vacation Schedules

Employees shall indicate their vacation preferences by March 15th and the Employer shall post the vacation schedule by April 15th of each year. The vacation schedule once posted shall not be changed without the consent of the employee and the Employer.

16.07 Unbroken Vacation Period

An employee shall be **entitled** to receive her vacation in an unbroken period of up to two **(2)** weeks unless otherwise mutually agreed upon between the employee and the Employer.

16.08 Employees receiving vacation with pay and employees receiving vacation pay shall receive such pay on separate cheques. The Employer will issue these cheques to **full-time** employees prior to vacation period providing employee requests at least two **(2)** weeks in advance.

16.09 Illness on Vacation

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. The employee must notify the Employer at the time the illness commences and prior to the scheduled vacation in order to claim sick leave under **this** Article.

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 17

SICK LEAVE

17.01 Sick Leave Defined

Sick leave means the period of time a full-time employee is absent from work with full pay up to the maximum of her accrued credits by virtue of being unable to work because of sickness or accident, for which compensation is not payable under the Workers' Compensation Act.

17.02 Amount of Paid Sick Leave

Sick leave shall be granted to all full-time employees on the basis of one and one-half (1 ½) days per month. Unused sick leave credits to a maximum of one hundred and twenty (120) days shall accrue for future benefits.

17.03 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that she is unable to carry out her duties due to illness. In the case of excessive absenteeism, the Employer reserves the right to demand medical certificates, in which case the Employer will assume the reasonable costs, if any, of such medical certificates.

17.04 Sick Leave During Leave of Absence

When an employee is absent without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such absence or layoff, she shall

not receive sick leave credits for the period of such absence, or layoff, but **shall retain** her cumulative credit, if any, existing at the time of such absence or layoff.

17.05 Sick Leave Records

Immediately **after** the close of each calendar year, each employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. **Any** employee is to be advised, within a reasonable time, on application of the amount of sick leave accrued to her credit.

17.06 Payment of Unused Sick Leave on Termination of Employment

An employee, upon resignation and discharge, except for cause, once she has completed five (5) years of full-time continuous service, shall be paid fifty (50%) percent of her unused sick leave credits at her then current **salary** rate.

17.07 Workers Compensation Supplement

The employer shall continue to pay the employer's **share** of the benefit premiums while **an** employee is on Workers' Compensation, for a maximum of 2 years, provided the employee pays her share which will be billed monthly to the employee.

ARTICLE 18

LEAVES OF ABSENCE

18.01 Leave of Absence

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without pay or benefits, but without loss of seniority, so that employees may be candidates in Federal, Provincial or Municipal elections. Employees shall endeavour to make their written request at least **four (4)** weeks in advance of the required leave. **An** employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be

granted leave of absence without pay or benefits, but without loss of seniority for a period of **two (2)** years. Further extension may be requested. The employee must maintain and demonstrate necessary competency and licensing prior to returning to work.

18.02 Paid Bereavement Leave

- (a) **An** employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of **salary** or wages in the case of death of a parent, spouse, brother, sister, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent and grandchild, aunt and uncle and same sex spouse. Employees may request additional time without pay **as** required to attend to the death of a family member **as** listed above, Such request will not be unreasonably denied.
- (b) Part-time Employees shall be granted up to three (3) scheduled work days without loss of salary or wages provided the scheduled work days occur within one week of the death of a relative in accordance with Article 18.02(a).

18.03 Pregnancy & Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

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

The employee shall give the employer four (**4**) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will **occur**.

- (a) (ii) The employee must have **started** employment at least thirteen (13) weeks prior **to** the expected date of birth.

The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, **with** the consent of the employer,

shorten the duration of the leave of absence requested under **this** Article upon giving the employer **two** (2) weeks notice of her intention to do **so**, and furnishing the employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under **18.03** (a) (i) Parental leave.

- (b) **An** employee who does not apply for leave of absence under **18.03** (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in **accordance with 18.03** (i)(a) upon providing the employer, before the expiry of 2 weeks after she ceased to work, with a certificate of a legally **qualified** medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition **arising** from her pregnancy and giving the estimated day upon which, in his opinion, delivery will occur or the actual **date** of **her** delivery.
 - (c) **During** the period of leave, the employer shall continue to pay the employer's portion of medical, dental, group life, and other benefits included and prescribed by **the Employment Standards Act** if the employee elects, in writing, to continue her share of the premiums and pays her portion.
 - (d) **An** employee who intends to resume her employment on the expiration of the leave of absence granted to her under **this** article shall so advise the employer when she requests the leave of absence. If **a** full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former **job** and former shift if her **shift** was designated.
- Ali** employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (e) **When** the employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the employer **shall**, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of **18.03** (d).
 - (f) Such absence is not an illness under the interpretation of **this** agreement and sick leave benefits cannot be used.

- (g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulateduring the leave.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the employer at least 2 weeks notice, in writing, that she intends to take parental leave.
- (i) **Parental Leave**
 - (a) An employee who becomes a parent and who has been employed for at least 13 weeks immediately preceding the date of birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
 - (b) A "parent" includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his/her own.
 - (c) Parental leave must begin within 35 weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to 18 weeks in duration and shall, in all cases, be completed within 53 weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
 - (d) An employee not on pregnancy leave requesting parental leave shall give the employer 4 weeks written notice of the date the leave is to begin.
 - (e) For the purposes of parental leave the provisions under 18.03(a),(c), (d),(e), (f),(g) and (h) shall also apply.

18.04 General Leave of Absence

The Employer may grant a leave of absence, without pay and without loss of seniority, to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

18.05 Union Leave for Conventions, Seminars, Etc.

Upon two (2) weeks' written notice, the Employer shall allow a **maximum** of five **(5)** employees at any one time, leave of absence without pay in order that they may attend union conventions, conferences or seminars, provided proper staffing may be maintained by the Employer.

18.06 Paid Jury Leave

The Employer shall grant leave of absence without loss of seniority to any full-time employee or any regular part-time employee, for scheduled time lost for serving as a juror or crown witness. The Employer shall pay such an employee the difference between her normal pay and her juror or witness fee.

ARTICLE 19**PAYMENT OF WAGES, ALLOWANCE**

- 19.01 The Employer shall pay salaries and wages bi-weekly in accordance **with** Schedule "A" attached hereto and forming part of **this** Agreement.
- 19.02 When **an** employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced. When she is temporarily assigned to a higher rated job, she shall be paid the higher rate of pay for all hours **so** worked, provided such assignment is for a full **shift**.
- 19.03 A shift premium of thirty (.30) cents per hour shall apply to all shifts in which the majority of hours **are** worked between 3:00 p.m. and 7:00 a.m.
- 19.04 Vacation pay will be paid on a separate cheque.

ARTICLE 20**BENEFIT PLANS**

- 20.01 The Employer agrees to pay the Single/Family premium of the following plans for employees who have completed their probationary period
- (a) One hundred (100%) percent of the billed premium for Standard Extended Health Care Plan (including semi-private coverage), \$10.00 single and \$20.00 family deductible. In addition, an eye care rider of one hundred and fifty (\$150.00) dollars every two (2) years is included.
 - (b) Sixty (60%) percent of the billed premium for Blue Cross Dental Plan #9 or equivalent plan, at current ODA rates. (Effective December 31, 2000)
 - (c) One hundred (100%) percent of the billed premium Group Life Insurance to a value of two times the employee's annual salary and in addition, such plan shall include Accidental Death and Dismemberment (A.D. & D.) (non-occupational coverage).

20.02 Pension Plan

The Employer shall continue with its existing Pension Plan as it applies to full-time employees. Part-time employees will be permitted to participate in the pension plan however the percentage in lieu of benefits provided for in Article 22.03 will be reduced by three (3%) percent for those employees who elect to participate in the pension plan.

New employees and employees not yet eligible for membership in the plan shall be notified in writing when eligible in accordance with its terms and conditions.

- 20.03 The employer will notify the union of any change of carrier of the Group Welfare Plans. The employer will ensure that any new carrier will provide equal or superior benefits to the existing carrier.

The employer shall provide the Union with a copy of all employee benefits and health and welfare master plan texts and amendments, and trust documents.

- 20.04 The Employer's contribution to benefit coverage will cease at the end of the month in which an employee is laid off or takes an unpaid leave of absence in excess of one month (other than pregnancy or parental leave) and will cease after twenty-four months of absence due to illness or injury.

Employees on layoff or unpaid leave of absence may extend their benefit coverage, provided they reimburse the employer for the full cost of the benefit in advance of each month's coverage through monthly billing to the employee.

ARTICLE 21

GENERAL

- 21:01** An employee who is injured during the course of employment and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at her regular rate of pay without deduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that **shift**.
- 21.02** Transportation to the nearest physician or hospital for employees requiring medical care **as** a result of an accident shall be at the expense of the Employer.
- 21.03** The Employer shall provide each employee a minimum of two **(2)** uniforms every twelve **(12)** months for all departments except Nursing and Activity, where employees **shall** receive seventy-five **(\$75.00)** dollars.
- 21.04** Whenever the singular or masculine is used in **this** Agreement it shall be considered **as** if the plural or feminine has been used where the context of the party or parties hereto so require.
- 21.05** When an employee is on duty and authorized to attend any in-service programme within the Home during her regularly scheduled working hours, she shall suffer no **loss** of regular pay. When an employee is required by the Employer to attend courses or meetings outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses or meetings at her regular straight time rate of pay. **Time** in lieu may be taken if requested by the employee and agreed to by the Employer.
- 21.06** **Definition of Violence**
- Violence shall be defined as any incident in which **an** employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

The Employer agrees to develop explicit policies and procedures to deal With violence. The policy will address the prevention of violence, the management of violent situations. The policies and procedures shall be part of the Employer's Health and Safety policy and written copies shall be provided to each employee.

21.07 New Classifications

When a new classification in the bargaining unit is established by the Employer, the Employer shall ~~determine the~~ rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from ~~the~~ Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in ~~this~~ Agreement within seven (7) working days following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer ~~as~~ mutually agreed by the parties or awarded by ~~a~~ Board of Arbitration shall be retroactive to the date the new classification started.

ARTICLE 22

PART-TIME EMPLOYEES

- 22.01** Part-time employees are defined ~~as~~ employees normally working twenty-four **(24) hours** or less per week.
- 22.02** Seniority for part-time employees shall be based on actual hours worked, i.e. 1725 hours equal one (1) year of seniority. ~~This~~ shall apply only to hours worked after November 20, 1990.
- 22.03** Part-time employees shall not be covered by Articles 17 and 20. In lieu of ~~this~~, part-time employees shall receive eleven (11%) percent per hour above their normal hourly rate for all hours worked.

22.04 A part-time employee who has bid successfully on a temporary full-time position must complete the assignment before bidding on any other temporary full-time vacancies. Such employee, however, may bid on a permanent full-time position that is posted during the temporary assignment. When the temporary assignment ends, he/she shall be reinstated to his/her previous schedule within **48** hours.

Note: It is understood that **an** employee returning from a temporary absence, where the return date is **unknown**, shall give the Employer at least **48** hours notice of her/his intent to return to work.

22.05 The Employer shall not be required to post temporary vacancies that are not expected to exceed sixty (60) days.

ARTICLE 23

CONTRACTING OUT

23.01 No employee in the bargaining unit shall be laid **off**, transferred or suffer a reduction in pay or **hours** of work or lose her position because of **contracting out**.

ARTICLE 24

RETROACTIVITY

24.01 The employer shall pay all retroactivity owing to employees within sixty (**60**) days of signing the Agreement, or within thirty (30) days from the date of the Arbitration Award.

24.02 The Employer shall **issue** a separate cheque for retroactivity to each employee with **an** itemized statement of her wages, overtime and deductions.

ARTICLE 25

TERM OF 1

25.01 This Agreement shall be binding **and** remain in effect until **DECEMBER 31, 2001** and shall continue from year to year thereafter unless either party gives to the other party, notice in writing that it desires its termination or amendment. Such notice of desire shall be sent between the period of ninety (90) days prior to the termination date and said termination date.

SIGNED at Toronto this 9th day of May, 2001.

FOR THE EMPLOYER

Linda Pirelli
Giuseppe
Mucci

FOR THE UNION

Emilia Colucci
Frank Perini
James Peale
Leonita S. Marab
Carmen Huf (Staf)

SCHEDULE "A"**1% (April 1,1998)**

	Start	1 Year	2 Years	3 Years
RPN Basic	\$16.78	\$16.99	\$17.26	\$17.48
Nurse's Aide	\$14.33	\$14.50	\$14.71	\$14.90
Activity Aide	\$14.74	\$14.91	\$15.11	\$15.30
Receiver	\$13.52	\$13.68	\$13.83	\$13.98
Laundry/Housekeeping/Dietary Aides	\$13.62	\$13.78	\$13.93	\$14.08
Cook I	\$16.78	\$16.99	\$17.26	\$17.48
Cook II	\$16.07	\$16.30	\$16.46	\$16.67
Maintenance	\$16.78	\$16.99	\$17.26	\$17.48

1% (April 1,1999)

	Start	1 Year	2 Years	3 Years
RPN Basic	\$16.94	\$17.16	\$17.43	\$17.66
Nurse's Aide	\$14.48	\$14.65	\$14.85	\$15.05
Activity Aide	\$14.88	\$15.06	\$15.26	\$15.45
Receiver	\$13.66	\$13.81	\$13.97	\$14.12
Laundry/Housekeeping/Dietary Aides	\$13.76	\$13.91	\$14.07	\$14.22
Cook I	\$16.94	\$17.16	\$17.43	\$17.66
Cook II	\$16.23	\$16.46	\$16.63	\$16.83
Maintenance	\$16.94	\$17.16	\$17.43	\$17.66

1.5% (April 1,2000)

	Start	1 Year	2 Years	3 Years
RPN Basic	\$17.20	\$17.42	\$17.70	\$17.92
Nurse's Aide	\$14.69	\$14.87	\$15.08	\$15.27
Activity Aide	\$15.11	\$15.28	\$15.49	\$15.69
Receiver	\$13.86	\$14.02	\$14.17	\$14.33
Laundry/Housekeeping/Dietary Aides	\$13.97	\$14.12	\$14.28	\$14.43
Cook I	\$17.20	\$17.42	\$17.70	\$17.92
Cook II	\$16.47	\$16.71	\$16.88	\$17.08
Maintenance	\$17.20	\$17.42	\$17.70	\$17.92
Effective Date of Ratification				
Direct Care Worker	\$14.69	\$14.87	\$15.08	\$15.34
Bus Driver	\$13.91	\$14.07	\$14.23	\$14.38

2% (April 1,2001)

	Start	1 Year	2 Years	3 Years
RPN Basic	\$17.54	\$17.76	\$18.05	\$18.28
Nurse's Aide	\$14.99	\$15.17	\$15.38	\$15.58
Activity Aide	\$15.41	\$15.59	\$15.80	\$16.00
Receiver	\$14.14	\$14.30	\$14.46	\$14.62
Laundry/Housekeeping/Dietary Aides	\$14.25	\$14.41	\$14.56	\$14.72
Cook I	\$17.54	\$17.76	\$18.05	\$18.28
Cook II	\$16.80	\$17.05	\$17.21	\$17.43
Maintenance	\$17.54	\$17.76	\$18.05	\$18.28
Direct Care Worker	\$14.98	\$15.17	\$15.38	\$15.65
Bus Driver	\$14.19	\$14.35	\$14.51	\$14.67

Health Care Aides and Adjuvants will be classified separately and receive fifteen cents (**15¢**) per hour above their current rates.

Housekeeping and Laundry Lead Hands will be classified separately and receive fifty cents (**50¢**) per hour above their current rates.

The Env.Asst. (Receiver/Maintenance) will receive an additional one dollar and seventy-six cents (**\$1.76**) per hour above the Receiver Rate.

The Env.Asst. (Housekeeping/Maintenance) will receive an additional one dollar and thirty-six cents (**\$1.36**) per hour above the Housekeeping Aide rate.

The RPN classification shall be divided into two categories – RPN Basic, which shall receive the current rate and RPN with approved certification in medications, which shall receive an additional fifty cents (**50¢**) per hour above the existing rates.

LETTER OF UNDERSTANDING

The Employer will endeavour to provide RPNs who are doing direct care duties opportunities ~~for~~ medication and treatment shifts, if such shifts are available.

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