

# Collective Agreement

between

The Glebe Centre Incorporated

and

The Canadian Union of Public Employees  
Local 3302

Begins:  
**11/06/2003**

Terminates:  
**12/31/2006**

**I1089 (04)**

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**ARTICLE 1 – PURPOSE**

**1.01** The purpose of this Agreement is to establish, maintain and promote harmonious relations between the Employer, the employees and the Union; to establish certain requirements governing relations between the parties; to encourage safety and efficiency in operations; to provide wages, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement; and, to provide mechanisms for the resolution of problems that may arise from time to time, in accordance with the provisions of this Collective Agreement.

**1.02** All rights and privileges to be enjoyed by employees under this Collective Agreement will be negotiated by the parties, and should not prevent the Employer from operating efficiently and without loss.

This Agreement constitutes the entire agreement and complete understanding between the parties.

**ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01** The Union recognizes that the Employer has the exclusive right to manage and to carry on its business as it sees fit subject only to the restrictions imposed by law and by this Agreement. The Employer retains all rights and privileges not herein specifically relinquished or modified and without restricting the generality of the foregoing, its right to establish or continue policies, practices and procedures for the conduct of the business; to establish reasonable work rules and regulations to be observed by employees; and, from time to time, to introduce change or abolish policies, practices or procedures; the right to maintain order, discipline and efficiency; to determine the **size** of its workforce; to establish and change work assignments or methods, to discontinue processes or operations in whole or in part, **or** to discontinue their performance by employees of the Employer, to determine schedules, kind and location of tools and machines to be used, quality and quantity standards and to establish, amend and abolish job classifications based on operational requirements.

**2.02** The Union recognizes that the Employer has the exclusive right, unless specifically prohibited by the Collective Agreement, to decide, from time to time, all matters relating to the terms and conditions of employment of the employees including, without limiting the generality of the foregoing, the right to hire, promote, demote, classify, transfer, schedule, lay-off, retire in accordance with the law and, suspend or otherwise discipline and discharge employees, subject to the right of the employees concerned to lodge a grievance in the manner and to the extent herein provided.

**2.03** Neither the Employer nor the Union shall be deemed obligated to recognize any past practice in existence prior to ratification of this Agreement.

### **ARTICLE 3 - RECOGNITION.**

**3.01** The Employer recognizes the Union and its Local 3302, as the sole and exclusive bargaining agent for the employees of the Employer in Ottawa, Ontario, save and except Supervisors, employees equal to or above the rank of Supervisors, Professional Medical staff, Registered and Graduate Nurses, Dieticians, Executive Assistant to the Administrator, two (2) Administrative Assistants, Bookkeepers and Security Guards.

**3.02** **Definition of Employees**

**Full-time Employees**

Those employees who regularly work thirty-seven and one half (37½) per week.

The position (Nursing Attendant – encumbered by Grace Mason) shall be grandfathered to be full-time unless she requests a further reduction of her hours.

**Part-time Employees**

Those employees who regularly are scheduled to work less than twenty-four (24) hours per week and who offer to make a commitment to be available for work on a regular predetermined basis.

A part-time employee who is relieving an employee on approved leave; an employee absent due to illness; during emergency workload situations; or is temporarily relieving in a vacant position, shall maintain his/her part-time employee status.

**Casual Employees**

Those employees who are not regularly scheduled but come to work less than twenty-four (24) hours per week as required by operational needs. Casual employees make no formal commitment to the Employer pertaining to hours other than periodically providing an availability schedule.

**Term Employees**

Employees may be hired for a specific term not to exceed six (6) months. This term may be extended on mutual agreement of the parties. The release or discharge of such employees at the end of their term shall not be the subject of a grievance or arbitration.

This clause would not preclude such persons from using the job posting provision.

The Employer will outline to employees selected to fill term vacancies, the special conditions relating to such employment.

The Employer will give preference to Bargaining Unit employees in filling term positions whenever possible, When an employee does fill a term vacancy they will be returned to their former position and status at the end of the term assignment.

**3.03** The Employer undertakes not to have work normally performed by employees belonging to the bargaining unit performed by employees not belonging to the bargaining unit if as a direct result there is a lay-off or reduction of hours for bargaining unit employees, except in cases of:

- I. emergency;
2. demonstration and testing;
3. maintenance or repair work by specialized personnel;
4. shutdown for maintenance, repair or upgrade;
5. training;
6. inspection of material, facilities and equipment;
7. the development of products and/or the preparation of samples;
8. mutual agreement by the parties.

**3.04** **No Other Agreement**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

**3.05** The Union shall have the right at any time to have the assistance of an authorized representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Such access shall be on approval of the Administrator, or her delegate, which approval shall not be unreasonably withheld where adequate notice is provided.

- 3.06**
- a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
  - b) The Employer agrees to recognize a reasonable number of Shop Stewards appointed by the bargaining unit. No more than one (1) Shop Steward from any one department/program per shift shall be recognized by the Employer at any one time.
  - c) To be recognized as a Shop Steward an employee must have completed his/her probationary period of employment.
  - d) The Union must inform the Employer in writing of the names of the Stewards prior to them being recognized by the Employer.

**3.07**      **Grievance Representation**

The Employer agrees to recognize and deal with not more than two (2) employees, for each grievance. One should be the Shop Steward and the other the grievor.

- 3.08**
- It is understood that Stewards and/or grievors have their regular duties to perform. Therefore, the Steward and/or the grievor shall report to and obtain permission from their supervisor or his representative, whenever it becomes necessary to leave their work, for the purposes of processing grievances or complaints, as outlined in the Grievance Procedure. The Steward and/or grievor shall report back to their supervisor or his representative at the time they return to work.

Employer approved time off regular work by the Steward and/or the grievor, for the purposes of processing grievances or complaints only, will be paid by the Employer at the regular straight time hourly rate.

**3.09**      **Negotiating Committee**

- (a) The Employer agrees to recognize and deal with a Negotiating Committee of no more than three (3) employees of the Employer, along with a representative of the National Union.
- (b) The Employer will pay such members of the bargaining committee for any hours which would otherwise have been worked for the Employer, spent at negotiating sessions with the Employer, up to, but not including conciliation. This pay will be at the employee's straight time hourly rate.

#### ARTICLE 4 - NO DISCRIMINATION

**4.01** The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, ancestry, national origin, political or religions affiliation, sex or marital or parental status, sexual orientation, family relationship, place of residence, disability, nor by reason of his/her membership or activity in the Union, or any other reason.

**4.02** Personal Harassment: Personal harassment shall be defined as: any behaviour which denies individuals their dignity and respect, and that is offensive, embarrassing and humiliating to said individual, therefore, personal harassment of another employee in carrying out the duties or in the provision of his/her services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor constitutes a disciplinary infraction.

Sexual Harassment: Sexual harassment shall be defined as any practice of a sexual nature that undermines an employee's health, job performance, or workplace relationship or endangers an employee's employment status or potential.

Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

Where the alleged harasser is the person who would normally deal with any step of such grievance, the grievance will automatically be sent forward to the next step.

#### ARTICLE 5 - UNION SECURITY

**5.01** All employees covered by the Collective Agreement (after completing their first full calendar month of service) must, as a condition of retaining their employment, be and remain a member in good standing of the Union for the entire duration of the present Collective Agreement.

#### ARTICLE 6 - DUES CHECK-OFF

**6.01** One month following receipt of written notification of the amounts required, the Employer shall deduct monthly Union dues from the pay of each member of the bargaining unit.

Note: The Employer agrees to amend "monthly" to "bi-weekly" if the bank providing payroll services can accommodate at reasonable costs.



- 6.02** In the event that because of illness, vacations, permitted holidays and regular absences, etc., Union dues which shall not have been paid, must be deducted from the first pay of the employee during the month which follows his return to work.
- 6.03** The dues so deducted shall be remitted, along with a list of names of employees from whom such deductions have been made, including hours worked for each individual part-time employee during the period, by the 20th of the month following the one in which they were collected payable to the Secretary-Treasurer of the National Union.
- 6.04** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- 6.05** The Employer agrees to print the amount of total dues deductions paid by each employee for the previous calendar year on the Income Tax T-4 form.

#### **ARTICLE 7 - NEW EMPLOYEE NOTIFICATION**

- 7.01** The Employer agrees that a Union member shall be scheduled twenty (20) minutes during the regular orientation period, to interview newly hired employees.
- 7.02** The Union agrees that there will be no Union activity or solicitation for membership on the Employer's time or premises except with the written permission of the Employer or as specifically provided for in this Agreement.

#### **ARTICLE 8 - CORRESPONDENCE**

- 8.01** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator, or his delegate, and the Recording Secretary of the Local Union, or his delegate.

**8.02** **Notice of Change of Employee Status**

The Employer shall notify the Union in writing of any change in status of an employee due to any appointments(s), termination, absence due to WSIB, and/or retirement.

This provision is subject to any legislative requirement regarding confidentiality.

## **ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE**

**9.01** The Employer agrees to establish a Labour/Management Committee, composed of two (2) Management and two (2) Bargaining Unit employees which will meet as the need arises, but not more often than once a month unless mutually agreed, to discuss various questions or problems of common interest affecting the working conditions of the members of the bargaining unit. Grievances of any kind will not be discussed by the Labour/Management Committee.

The Chair and the Secretary roles will be shared between the parties on an alternating basis. Minutes of these meetings will be recorded, typed and, distributed to the committee members within two (2) weeks of the meeting. Responsibility for recording, typing, and distributing agenda and minutes will alternate between the Union and the Employer from meeting to meeting.

## **ARTICLE 10 - STRIKES OR LOCK-OUT**

**10.01** The Employer agrees that there will be no lockout of employees and the Union agrees that there will be no strike action of any kind whatsoever, slowdown, sit-down, or any other action which will interfere with work or production. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this Agreement and to return to work to perform their regular duties.

**10.02** Any employee who participates in any interruption or impeding of work; work stoppage, strike of any kind whatsoever, sit down, slowdown, or any other form of interference with Employer's operations, will be disciplined by the Employer up to and perhaps including termination.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

**11.01** It is the mutual desire of the parties that any complaint arising between an employee and the Employer with respect to the application, interpretation or alleged violation of this Collective Agreement shall be adjusted as quickly as possible.

**11.02** This Agreement recognizes three (3) types of grievances:

- a) Individual grievance: when the grievance involves one employee;
- b) Union grievance: when two (2) or more employees have a grievance relating to the same alleged violation of the Collective Agreement;
- c) Policy Grievance: when the Union or the Employer alleges a violation of the

Collective Agreement by the other party, not relating to a particular employee or group of employees.

**11.03** The following procedure shall be used to settle disputes:

Complaint stage: it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint.

Such complaint shall be discussed with his immediate supervisor within ten (10) normal business days after the circumstances giving rise to it have occurred or after the employee should have reasonably been aware. Failing settlement within five (5) normal business days, it may then be taken up as a grievance.

**11.04** Grievance stage: failing resolution of the complaint, the employee may file a grievance.

**Step 1:** The grievance is submitted to the Department Head or his delegate. The Department Head or his delegate will give his decision in writing within ten (10) normal business days after having received the grievance.

**Step 2:** If the grievance is still not satisfactorily settled, the employee shall submit the matter in writing to the Centre Administrator or her delegate, for consideration at a meeting of the parties. A meeting shall be held within ten (10) normal business days, after receipt of the written submission by the Administrator who shall render her decision upon the grievance within five (5) normal business days after the date of the meeting. Failing a satisfactory settlement being reached the dispute may be referred to arbitration.

**11.05** Replies to written grievances at Steps 1 and 2 shall be in writing.

**11.06** All decisions arrived at between the authorized representative of the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned.

**11.07** The Employer may at any time notify the Union in writing of any complaint with respect to the conduct of the Union or any member or members thereof, and if the complaint is not settled to the mutual satisfaction of the Employer and the Union it may be treated as a grievance and referred directly to Arbitration.

**11.08** The Employer shall not be required to consider any grievance which is not presented, at the complaint stage, within ten (10) normal business days after the grievor or the Union first became aware of, or ought reasonably have been aware of the alleged violation of the Collective Agreement.

- 11.09** If a final settlement of a grievance is not reached at step 2, then the grievance may be referred to Arbitration in writing by either party as provided for in Article 12 no later than ten (10) normal business days after the final decision at step 2 has been communicated.
- 11.10** The effective date of an adjustment arising out of the settlement of a grievance by the parties shall be determined by agreement of the Union and the Employer.
- 11.11** A claim by an employee, who has completed his probationary period, that he has been unjustly discharged shall be proper subject of a grievance if a written statement of such grievance is lodged at step 2 of the grievance procedure within ten (10) normal business days after the employee receives notice that he has ceased work for the Employer. "Receipt" shall mean delivery by hand, by courier or by registered mail at the employee's last address as shown on the Employer's records.
- 11.12** A policy grievance may be initiated by the union beginning at Step 2.

## **ARTICLE 12 - ARBITRATION**

- 12.01** When either party refers a grievance to arbitration, they will provide names of three (3) potentially suitable arbitrators to the other party. This will be done to expedite the task of agreement on a mutually satisfactory arbitrator. If no agreement has been reached after exchange of suggestions by the parties, either party may request the Ministry of Labour to appoint an Arbitrator.
- 12.02** Each of the parties hereto will bear their own expenses with respect to any arbitration proceedings. The parties will bear jointly and equally the expenses of the Arbitrator.
- 12.03** No matter may proceed to Arbitration which has not first been carried through all appropriate steps of the grievance procedure.
- 12.04** The jurisdiction of the Arbitrator is limited to the grievance itself and the interpretation of the Collective Agreement. The Arbitrator shall not have the right to add to, delete from or otherwise amend this Collective Agreement.
- 12.05** The Employer and the Union may from time to time by mutual written agreement extend the deadlines stipulated in this section.
- 12.06** The Arbitrator's decision is in all cases binding on both parties.

**ARTICLE 13 - DISCIPLINE, SUSPENSION AND DISCHARGE**

**13.01 (a)** An employee may be disciplined, suspended or discharged but only for just cause. A lesser standard for just cause will apply to an employee during his/her probationary period. When such employee is disciplined, suspended or discharged, he shall be advised by the Employer of his right to have a Union Steward present. As well, the employee shall be advised in writing by the Employer with copies to the President of the Local Union noting the reasons for such discipline, suspension or discharge, within ten (10) normal business days of the occurrence, Saturdays, Sundays and paid holidays excluded.

**(b) Right to Have Steward Present**

Where a supervisor intends to discipline an employee, the supervisor shall so notify the employee in advance in order that the employee may contact, if she wishes, a Steward to be present at the discipline meeting. The time of the meeting shall be mutually agreed with the employee provided that the meeting be scheduled within three (3) normal business days

Any employee who refuses to participate will, in the presence of a Union Representative, be dealt with in absentia.

Management has three (3) business days to schedule a date with the employee for said meeting.

**13.02** A claim by an employee that he has been unjustly discharged shall be treated as a grievance if the written statement of the grievance is filed by the employee with the Centre Administrator within ten (10) normal business days after the employee received his notice of discharge. A grievance may be settled by confirming the Employer's action in dismissing the employee or the grievance may be settled by:

- a) reinstating the employee in his former position without loss of seniority rating with full compensation for time lost; or
- b) any other arrangements which are just and equitable in the opinion of the parties or in the opinion of the Arbitrator if the matters is referred to one.

**13.03 Adverse Reports**

Any record of disciplinary action, including written warnings or suspensions taken against any employee for any reason, save and except resident abuse, will be removed from an employee's file and destroyed twelve (12) months after the date on which the incident occurred, if, during those twelve (12) months, no further formal disciplinary action is taken against the employee. When such subsequent actions

occur, the original and subsequent records will be removed and destroyed only after twelve (12) months from the date of the last incident which merited discipline.

Copies of any disciplinary material, including verbal warning, upon which the Employer may wish to rely, is to be provided to the Employee within five (5) days of the issuance of such discipline, otherwise, such discipline may not be relied upon by the Employer.

Once such records are removed from the employee's file, those records shall not be used in subsequent disciplinary actions.

Disciplinary action taken as the result of resident abuse is not covered by this Article.

#### **ARTICLE 14 - SENIORITY**

**14.01** (a) Seniority is defined as the length of service in the bargaining unit and shall include the service with the Employer prior to the certification or recognition of the Union.

(b) **Full-time Employees**

An employee shall not have any seniority, and shall be considered as a probationary employee, for a total of three (3) months since the date of his last hire.

(c) **Part-time Employees and Casual Employees**

An employee will be considered on probation for the first sixty (60) shifts worked, or six (6) calendar months (whichever occurs first of his/her most recent employment and will have no seniority rights during that period.

**14.02** No employee shall be terminated except for just cause. A lesser standard for just cause will apply to an employee during their probationary period.

**14.03** The parties recognize that job opportunities and security should increase in proportion to length of service. In making staff changes, transfers or promotions, the applicant with the greatest seniority, and possessing the required skills, ability, education and experience to successfully meet the requirements of the position, shall be the successful applicant.

**14.04** Seniority shall be maintained and continue to be accumulated subject to article 14.05.

**14.05** An employee shall lose seniority and service and be deemed terminated for any one of the following reasons:

- a) if the employee resigns;
- b) if the employee retires;
- c) if the employee is discharged for cause and is not reinstated in accordance with the provisions of this Agreement;
- d) if the employee is laid-off and fails to return to work within ten (10) work days after he has been notified to do so by the Employer by registered mail to his last known address (a copy of such notice having been sent to the Union);
- e) if he is absent without leave for two (2) or more consecutive work days without a reason satisfactory to the Employer or without notifying the Employer;
- f) If the employee has been laid off for a period of more than twenty-four (24) consecutive months, or their seniority whichever is less; or absent due to accident, injury or illness for a period of more than twenty-four (24) consecutive months or their seniority, whichever is less. The Employer agrees to apply this paragraph so as not to contravene the Human Rights Code.
- g) If the Employee is a casual Employee and has not indicated availability and has not worked a shift during a period of six (6) consecutive months and has not been granted an approved leave of absence and is not absent due to a compensable injury in the meaning of the *WSIB Act*.

**14.06** Seniority for the purposes of staff reductions, shall be applied on a department wide and/or classification basis and shall mean, the total length of continuous service in the bargaining unit.

**14.07** A copy of the seniority list shall be mailed to the Area Office of the Union, copy to the President of the Local and a copy posted on the Centre bulletin board for Employees' inspection every December 31<sup>st</sup> and every June 30<sup>th</sup>. The seniority list provided to the Union every December 31<sup>st</sup> shall include the Employee's address and rate of pay.

It is agreed that Employees may only grieve the current seniority list as amended semi-annually except for Employees on an extended leave of absence who shall have a further sixty (60) days upon return back to work to dispute their seniority as posted.

- 14.08** If two (2) or more employees have the same date of seniority, the one with the earliest date of birth shall have the most seniority.
- 14.09** It shall be the duty of present and former employees to inform the Employer's Personnel Office, in writing, of any change of address.
- 14.10** A part-time employee shall accumulate seniority on the basis of one year for each 1675 hours worked.

### **ARTICLE 15 -JOB POSTINGS, PROMOTIONS, TRANSFERS**

- 15.01** Notice of all vacancies in the bargaining unit over five (5) weeks will be posted on the bulletin board. The notice shall contain the following information: position title, requirements of the position, status (full-time, part-time or casual), rotation, hours of work, location, wage rate and expected date of rotation to another Unit of Care. Such notice shall remain posted for a period of seven (7) working days and employees will have the right to bid for the position subject to the conditions in Article 15.04.

The Employer will post for up to two (2) working days on the bulletin board the name of any successful applicant.

The Employer agrees to maintain an ongoing notice advising employees of their opportunity to apply for casual employment opportunities.

- 15.02** If there is no successful applicant for a posted job, the Employer may then fill the vacancy from outside the bargaining unit.
- 15.03** (a) A successful applicant for a posted job will be placed in that job for a trial period not exceeding sixty (60) working days; or six (6) calendar months (whichever occurs first). During such period, the Employer will extend to the employee reasonable orientation to the job.

If an employee is unable to perform the job during the trial period to the reasonable satisfaction of the Employer he will be returned to his former job at his former rate of pay as will any other employee in the bargaining unit who was promoted or transferred as a result of the original posting.

- (b) If an employee does not qualify during such period and is returned to his former job, the Employer will again make a selection in accordance with Article 14.03 but only of those employees who applied for the original competition. Should there not be any, then the Employer may then fill the vacancy from outside the bargaining unit.



**15.04** In consideration of the training, which an employee, newly appointed to a position receives, any employee who has successfully bid under this Article shall not be entitled to bid on a permanent vacancy for three (3) months from the date of his successful bid except as mutually agreed by the parties.

Notwithstanding this provision, an employee shall not be prevented from applying to a job posting where no additional training is required.

## **ARTICLE 16 - LAY-OFFS AND RECALL**

### **16.01(a) Definition**

Lay-off shall mean the discontinuation or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of a service or services. This discontinuation of services may be due to the elimination of a program or programs or to inadequate funding or to technological change.

**16.01(b)** An employee's hours of work will not be less than those hours for which he/she is hired, save and except for provisions as outlined in Article 17.02(b).

**16.01(c)** Regular scheduled hours of work may be temporarily increased. The return to the regularly scheduled hours will not constitute a lay-off.

### **16.02 Notice and Redeployment Committee**

#### **(a) Notice**

In the event of a proposed lay-off of a permanent or temporary nature or the elimination of a position(s) within the bargaining unit, the Employer shall:

- (i) provide the Union with no less than sixty (60) days written notice of the proposed lay-off or elimination of position(s);
- (ii) lay-off notice to an employee shall be a minimum of thirty (30) working days or as provided by legislation, whichever is greater, or pay in lieu thereof;
- (iii) **Duty to Consult**

Meet with a Redeployment Committee that would consist of at least two (2) people from the Union and two (2) people from Management. Such meeting(s) to be held no later than two (2) weeks after the notice in 16.02 (a) (i) and shall meet thereafter as frequently as mutually agreed upon. Such requests shall not be unreasonably denied. This Committee shall meet to

identify and propose possible alternatives to the proposed lay-offs, identify retraining needs of workers and assist them as the need arises in accordance with the appropriate legislation.

This Committee shall meet to review the reasons and expected duration of the lay-offs, any realignment of service or staff and its effect on employees in the bargaining unit.

## 16.03

### **Lay-off and Recall**

- (i) An employee in receipt of notice of lay-off pursuant to 16.02 (a) (ii) may:
  - (a) accept the lay-off; or
  - (b) opt to retire, if eligible under the terms of the Pension Plan; or
  - (c) 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 lay-off has the ability 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 Article 16.02.

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 ten (10) calendar days, after receiving the notice of lay-off.

- (ii) **Recall**

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he or she has the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure.

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.

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 lay-off should it become vacant within six (6) months of being recalled.

No new employees shall be hired until all those laid off who have the ability and qualifications to perform the available work have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.

- (iii) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). It is the sole responsibility of the employee who has been laid off to notify the employee who has been laid off to notify the Employer of his/her intention to return to work within ten (10) calendar days after being notified to do so. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed forty (40) 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 lay-off.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employee.

In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 16.02.

**16.04** In cases of lay-off, first all casual and then all part-time employees shall be laid off provided there remains qualified personnel in the bargaining unit to do the remaining jobs. These employees will be the last to be recalled from lay-off.

**16.05** Any dispute relating to lay-off(s) may be filed as a grievance commencing at step 2.

#### **ARTICLE 17 - HOURS OF WORK, OVERTIME AND PREMIUM PAY**

**17.01** This Article defines working hours and overtime and shall not be considered as being a guarantee of working hours during any day or week, nor shall it be a guarantee of days to be worked during any week, unless specifically provided for herein.

**17.02 (a)** The regular work week for full-time employees shall be thirty-seven and one-half (37½) hours.

The regular work day for full-time employees shall be seven and one-half (7½) hours exclusive of a one-half (½) hour unpaid meal break.

- (b) Notwithstanding 17.02 (a), upon the request of a full-time employee, and with the consent of the Union, the Employer may reduce the regular work weeks and/or the regular work day of an employee in order to accommodate the needs of the employee.

Such reduction shall not be to an amount less than thirty (30) hours per week.

Where an employee has reduced hours in accordance with this provision, her entitlement for wages related to vacation, paid holidays, and sick time shall be based on the paid hours of work (i.e. 7.5 hours = 7.5 hours paid, 6 hours = 6 hours paid). Time and one-half (1½) to be paid according to the Collective Agreement.

The Employer at its discretion may leave the difference in hours unassigned or may assign them to a part-time employee. At the end of the period of accommodation or when the accommodated employee leaves the position, the regular full-time hours shall revert to the position; and any part-time employee who may have been assigned the difference in hours, shall lose such hours and such loss of hours shall not be considered a lay-off.

- 17.03** The Employer shall, in its sole discretion, determine the shift start and end times, days of work, and any shift schedules required in any given work week. Any changes to these will have to be done so as not to conflict with the Collective Agreement.

The normal daily shifts for full-time employees shall be:

- ◆ day shift
- ◆ evening shift
- ◆ night shift

- 17.04** The Employer intends to maintain the status quo as it concerns the daily start time. The Employer reserves the right to amend these as per Article 17.03 above.

- 17.05** (a) All employees shall receive one weekend off in every two-week period. It is understood by the parties that the preceding shall not apply to employees specifically hired to work only Saturdays and/or Sundays or employees who wish to work every weekend.

- (b) Employees who wish to work permanent weekends, split weekends, or split shifts will do so only by mutual agreement between the Employer, the Union and the employee.

- (c) Shift rotation shall continue as in current practice at the time of ratification of this Agreement.
- (d) Employees will not be required to work more than six (6) consecutive days without their consent.
- (e) Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. If it is necessary to change a posted schedule, the Employer will give the affected employee(s) forty-eight (48) hours advance notice.

Such notice shall either be in person or by telephone. In the event that the Employer does not give at least forty-eight (48) hours notice in accordance with the above, and the change in schedule results in the cancellation of one or more of an employee's shifts, then the Employer shall pay the employee an amount equal to the amount the employee would have earned if the shift(s) had not been cancelled.

- (f) The availability lists for the months of June, July, August and September shall be posted between May 1<sup>st</sup> and 15<sup>th</sup>. The June, July, August and September draft schedules shall be posted by May 15<sup>th</sup> at the latest. The final June, July, August and September schedules, with additional shifts assigned as per the availability list, shall be posted by May 20<sup>th</sup> at the latest.
- (g) Employees shall be scheduled on the master rotation with a minimum of sixteen (16) hours rest period between shifts. All hours worked during the rest period shall be paid at the rate of time and one half (1 ½) the employee's regular hourly rate. Changes to the master rotation schedule shall be made after notification to the Union and shall be made with no less than twenty-eight (28) days notice.

**17.06** An employee who reports for work who has not been notified not to report for work, will be guaranteed four (4) hours of work for which he/she in the opinion of management is qualified, or pay in lieu thereof.

**17.07** There shall be no split shifts.

**17.08** Overtime is defined as all authorized hours worked in excess of seven and one-half (7 ½) hours per day or seventy-five (75) hours per two (2) week pay period.

The overtime rate shall be time and one half (1 ½) the Employee's normal hourly rate.

The hours worked on "call back" shall not be counted in the determination of pay period overtime.

- 17.09** An employee who is called back to work after having completed his scheduled shift and left the premises, shall receive the applicable overtime rate of pay for all hours worked with a minimum payment of two (2) hours.
- 17.10** Overtime will not be offered to employees who are on vacation, sick leave, or leave without pay.
- 17.11** Employees shall be entitled to an unpaid thirty (30) minute lunch period to be taken before the completion of the fifth (5th) hour of the shift.
- Employees required to remain on the premises during their lunch break shall be paid a premium equal to thirty (30) minutes at their straight time hourly rate.
- 17.12** All employees shall be entitled to one (1) fifteen (15) minute break in the first (1st) half of a shift and a second (2nd) fifteen (15) minute break in the second half of the shift.
- 17.13** An employee will be paid a shift premium of 50¢ per hour worked where the majority of his hours worked fall between 18:00 and 08:00.
- Effective March 31, 2003, an employee will be paid a shift premium of 60¢ per hour worked where the majority of his hours worked fall between 18:00 and 08:00.
- Effective January 1, 2005, an employee will be paid a shift premium of 65¢ per hour worked where the majority of his hours worked fall between 18:00 and 08:00
- 17.14** Where an employee qualifies for payment at premium rates under more than one (1) provision of this Agreement, he shall be paid under one (1) provision only and shall receive no additional compensation in respect of any other premium provision, unless specifically provided differently in this Agreement.
- 17.15** Instead of cash payment for overtime, an employee may choose to receive time off, at appropriate overtime rates, at a time mutually acceptable to the Employer and the employee. The granting of such time off shall be dependent on operational needs.
- Should this time off in lieu not be taken prior to thirty (30) days after its occurrence, the employee will be paid for the overtime in cash on his next paycheck.
- 17.16** In the event that employees of their own accord wish to change shifts with one another, such changes must be requested one (1) week in advance whenever possible. Such change requires the approval of the supervisor in writing. It is required that the employee exchange shift with an employee of equivalent status and qualifications. As well such exchange of shifts must not result in the Employer having to pay additional premium hours.

- 17.17** (a) Replacement and call-in shifts shall be offered in order of seniority to available and qualified employees who have been scheduled less than thirty-seven and one-half (37%) hours in the week in which the replacement or call-in opportunity occurs.
- (b) An availability list will be posted on the 1st of each month. Employees are required to indicate their availability by the 15th of the month.
- (c) The availability list will be removed on the 15th of the month and replacement shifts scheduled as per paragraph (a) by the 20th of the month.
- (d) It is the employee's responsibility to check the monthly schedule to become aware of any additional hours scheduled.
- (e) Employees who do not indicate their availability will not be scheduled any additional hours.
- (f) Overtime opportunities shall be offered on each occasion to the most senior Employee who has declared his/her availability and who is qualified to perform the available work.
- (g) Full time employees who are available for overtime, should indicate this availability in writing on the availability sheet.

**ARTICLE 18- PAID HOLIDAYS**

**18.01** All full-time employees covered by this Agreement shall be paid the equivalent of a day's pay for the following holidays, at their standard hourly rate, even though not required to work on such holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Queen's Birthday (Victoria Day)	Christmas Day
Civic Holiday	Boxing Day
Canada Day	Easter Monday

\*Two (2) floating holidays

\* To be eligible for both floats an employee must have been in the employ of the Employer prior to July 1st in the calendar year.

Full-time employees will only be eligible for the above paid holidays provided they have completed their probationary period. In addition, employees must work their full scheduled shifts immediately preceding and immediately following the holiday,

unless they are absent due to illness, on approved paid leave of absence or excused by the Employer.

Where the majority of hours are worked on the above noted paid holidays, these shall be the hours entitled to payment of time and one-half (1½) plus lieu day.

- 18.02** (a) Full-time employees who are required to work on the day of observance of any of the above-named holidays shall be paid at the rate of one and one-half (1½) their standard hourly rate for all work so performed in addition to a day off with pay in lieu (to be taken no earlier than thirty (30) days before or no later than thirty (30) days after the occurrence of the paid holiday) of the holiday, to be taken at a mutually agreeable time. The day off in lieu is contingent on eligibility rules described above.
- (b) Part-time employees who are required to work on the day of observance of any of the above-named holidays shall be paid at the rate of one and one-half (1½) their standard hourly rate for all hours worked on that day.
- (c) Employees will be paid at the rate of one and one-half (1½) their standard hourly rate for those shifts which have the majority of their hours worked on the paid holiday.
- 18.03** (a) A Christmas/New Years time off request list shall be posted for a four week period during the month of October, and shall be taken down no later than the 31<sup>st</sup> of October.
- (b) In order to accommodate requests for time off over the Christmas/New Years period, the master rotation for all staff is subject to change for the period between mid-December and mid-January.
- (c) If requested, an employee who has Christmas Day paid holiday off, shall also have Boxing Day paid holiday off. For each employee who is scheduled off either Christmas Day or New Years Day, the Employer will endeavour to schedule off the evening and/or night shift prior to the holiday. Conversely, those who are scheduled to work the (statutory) paid holiday are expected to be available to work within the previous twenty-four (24) hour period, prior to the paid holiday. Employees are expected to be available to work either Christmas or New Years.
- (d) The Employer will endeavour to give each full-time and part-time employee five (5) consecutive days off over the Christmas/New Years period, if the employee so requests in writing on the Christmas/New Years request list.
- (e) Based on operational needs, employees will be permitted to have Christmas Day through New Years Day inclusive off, Requests to be in writing. Granting of the



request, will be distributed by seniority of the employee, and granted on a one-time basis every five (5) years.

Based on operational needs, at least one employee per department/unit may utilize this article. At the Employer's discretion, more than one employee per department may be granted such leave.

- (f) The availability lists for December and January shall be posted between November 1<sup>st</sup> and 15<sup>th</sup>. The December and January draft schedules shall be posted by November 15<sup>th</sup> at the latest. The final December and January schedules, with additional shifts assigned as per the availability list, shall be posted by November 20<sup>m</sup> at the latest.

**ARTICLE 19 - VACATIONS**

**19.01 Applicable to Full-Time Employees**

- (a) An employee shall accumulate an annual vacation with pay in accordance with the employee's continuous years seniority on the following basis:

Less than one (1) year	.8333 days/month	(10 days/yr)
One (1) year and less than nine (9) years	1.25 days/month	(15 days/yr)
Nine (9) years and less than twenty (20) years	1.6667 days/month	(20 days/yr)
Twenty (20) years or more	2.0833 days/month	(25 days/yr)

**Effective January 1, 2004**

Less than one (1) year	.8333 days/month	(10 days/yr)
One (1) year and less than nine (9) years	1.25 days/month	(15 days/yr)
Nine (9) years and less than eighteen (18) years	1.6667 days/month	(20 days/yr)
Eighteen (18) years or more	2.0833 days/month	(25 days/yr)

- (b) Vacation pay for all vacations shall be at the employee's rate of pay at the time the vacation is taken.



Similarly, for vacations to be taken between June 1, and December 31, each employee shall indicate by March 1, his/her requested vacation including his/her second, third and fourth preference in the event that he/she has insufficient seniority to be granted his/her first preference.

Following November 1 and March 1, the Employer shall make every effort to grant vacation requests with conflicts resolved in favour of the more senior employee.

- 19.04** Vacation schedules shall be posted twice yearly. The first posting will be not later than December 1st. The second posting shall be not later than April 1st. There shall be a period of one (1) month after the posting of vacation schedules for any necessary readjustment of the schedules but after this period of one (1) month has elapsed, there shall be no changes in the vacation schedules unless by mutual agreement between the Employer and the Union.
- 19.05** Any employee whose employment is terminated for any reason whatsoever, shall receive his full unused vacation credits.
- 19.06** Vacation entitlements are not cumulative and must be taken by December 31st of each year except under exceptional circumstances approved in writing by the Administrator. These vacations may be taken in the following year at a time mutually acceptable to both parties.
- 19.07** Should any of the Paid Holidays listed in Article 18 fall within an employee's vacation period, a day's vacation shall be granted at a time mutually agreed between the employee and the Employer or the equivalent pay in lieu thereof. The mutually agreed to lieu day must occur within ninety (90) days of the Paid Holiday. Failure by the parties to agree to a mutually acceptable lieu day within ninety (90) days will result in the employee being paid his lieu day.
- 19.08** If an employee is prevented from going on his scheduled vacation in a calendar year because of illness or WSIB, such vacation shall be rescheduled upon his return to work, provided the employee remains entitled to vacation pay in the amount provided by this Agreement.
- 19.09** Employees shall be permitted to take their vacation in increments of any duration provided these increments do not exceed the employee's total vacation entitlement. It is understood that this clause is subject to the requirements of Article 19.03 above.
- 19.10** Notwithstanding Article 19.09, an employee may, upon approval by the Administrator or her delegate, borrow up to five (5) days vacation which have not yet been accumulated as per Article 19.01. This Article applies only to employees with two (2) or more years of seniority.

Should an employee terminate his employment for any reason prior to having repaid borrowed vacation days from his accumulation as per 19.01, he will have all amounts owed deducted from his final paycheque by the Employer.

**ARTICLE 20 - SICK LEAVE PROVISIONS.**

- 20.01** Regular full-time employees shall accumulate sick leave credits at the rate of one and one-half (1%) working days per month with an accumulated limit of one hundred and twenty (120) working days. Sick leave credits do not accrue to part-time, casual or term employees.
- 20.02** The Employer shall have the right to request a medical certificate for any absence due to illness or injury. The medical certificate will verify the dates of absence and that he/she is fully recovered from the sickness or injury which caused his/her absence. The Employer will pay the fee for the issuance of the medical certificate, upon provision of a **receipt**.
- Employees required to provide a medical certificate will be so informed prior to their return to work.
- 20.03** Sick leave credit is only earned for each month in which a full-time employee works at least ten (10) shifts.
- When an employee is laid off, she shall stop accumulating sick leave credits during her absence but shall retain her cumulative credit until her return at which time it shall be credited to her.
- 20.04** Sick benefits drawn upon will be deducted from an employee's accumulated credits.
- 20.05** Upon retirement at age 65 or termination of employment by reason of death, an employee with five (5) years service or greater shall be paid for any unused portion of her sick leave credit earned after April 1, 1989, at a payout rate of 50%.
- 20.06** New employees shall be required to undergo medical examinations in accordance with existing legislation and regulations governing the type of work they perform for the Employer.
- 20.07** An Employee may utilize available sick leave credits in one (1) hour increments for any absence due to illness, injury (other a compensable injury in the meaning of the WSIB Act), quarantine (other than an Employer imposed quarantine), or acute health care appointment(s). This does not include appointments for preventative health care.

**20.08** Employees are encouraged to provide at least two (2) hours notice when calling in sick for a shift.

**ARTICLE 21 - LEAVES OF ABSENCE**

**21.01 Leave for Union Business**

Upon request from Union authorities, an employee will have the right to be absent from work to perform Union duties or attend Union functions, but without pay for this lost time. These absences shall not exceed one hundred (100) days per year for the total of all employees with no more than twenty-five (25) days per year being used by any employee.

Such leave must be arranged at least five (5) working days before it is taken and must be authorized by the Employer. This authorization will not be unreasonably denied.

**21.02 Leave for Union Office**

An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay or benefits, without loss of seniority, for a period of one year. Such period shall be renewed each year, on request, during his term of office. This leave cannot be extended beyond a period of two (2) years.

**21.03 Bereavement Leave**

- (a) In the event of the death of a member of the immediate family, an employee shall be granted a total of seven (7) consecutive days off for the purposes of bereavement. "immediate family" means father, mother (or alternatively step-father, step-mother or foster parents), brother, sister, spouse (including common-law spouse and same sex spouse), child, grandparent, grandchild, mother-in-law and father-in-law, step-parent and step-child. In the event of the death of an employee's brother-in-law or sister-in-law, aunt or uncle, the Employer agrees to grant time off of two (2) days without loss of regular pay. Aunt or uncle is to mean the sibling of an Employee's parent.
- (b) Pay for bereavement leave shall be based on time lost from regularly scheduled shifts, which would have otherwise been worked, up to four (4) regularly scheduled shifts.
- (c) These days of paid leave will still be granted if they coincide with any paid holiday or vacation observed under this Agreement.

- (d) In all cases the employee shall advise *his/her* supervisor *of the* death.
- (e) The Employer may extend such leave without pay. Such decision shall be determined in a fair and reasonable manner.

**21.04 Pregnancy/Parental/Adoption Leave**

(a) **Parental Leave**

(i) **Applicable to Full-Time Employees**

Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

For the purpose of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

The Employee shall give written notification two (2) weeks prior to the commencement of the leave together with the expected date of return.

The Employee has the right to extend the parental leave to twelve (12) months in total. Written notice by the employee to extend the parental leave will be given at least four (4) weeks prior to the termination of the initially approved leave.

Credit for service for purpose of salary increment, or vacation under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the parental leave.

In addition, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the parental leave.

The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pensions, in which the employee is participating during the entire period of the parental leave.

The Employee's intention to return to work on the date originally provided to the Employer shall be reconfirmed by written notification at least *two* (2) weeks in advance thereof. If the Employee intends to return to work at an earlier date than originally provided to the Employer, four (4) weeks written notification is required.

Subject to any changes to the Employee's status which would have occurred had the Employee not been on parental leave, the Employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

(ii) **Applicable to Part-Time Employees**

Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

For the purpose of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

The Employee shall give written notification two (2) weeks prior to the commencement of the leave together with the expected date of return.

The Employee has the right to extend the parental leave to twelve (12) months in total. Written notice by the employee to extend the parental leave will be given at least four (4) weeks prior to the termination of the initially approved leave.

Credit for service for purposes of salary increment and vacation, under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period.

in addition, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the parental leave on the basis of what the Employee's normal regular hours of work would have been.

The Employee's intention to return to work on the date originally provided to the Employer shall be reconfirmed by written notification at least two (2) weeks in advance thereof. If the Employee intends to return to work at an earlier date than the date originally provided to the Employer, four (4) weeks written notification is required

Subject to any changes to the Employee's status which would have occurred had the Employee not been on parental leave, the Employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

(a) **Pregnancy Leave**

(i) **Applicable to Full-Time Employees**

Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

The Employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Employer with her Doctor's certificate as to pregnancy and expected date of delivery.

Credit for service for purposes of salary increment, vacation, under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the pregnancy leave.

Credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the pregnancy leave.

The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension in which the employee is participating during the entire period of the pregnancy leave.

The Employee shall reconfirm her intention to return to work on the date originally provided to the Employer by written notification to be received by the Employer at least two (2) weeks in advance thereof. If the Employee intends to return to work at an earlier date than the date originally provided to the Employer, four (4) weeks written notification must be provided to the Employer.

Subject to any changes to the Employee's status which would have occurred had she not been on pregnancy leave, the Employee shall be reinstated to her former duties, on the same *shift* in the same department, and at the same rate of pay.

(ii) **Applicable to Part-Time Employees**

Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

The Employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. **At** such time she shall also furnish the Employer with her Doctor's certificate as to pregnancy and expected date of delivery.



Credit for service for purposes of salary increment, vacation, under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the pregnancy leave.

In addition, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the pregnancy leave on the basis of what her normal regular hours of work would have been.

The Employee shall reconfirm her intention to return to work on the date originally provided to the Employer by written notification to be received by the Employer at least two (2) weeks in advance thereof. If the Employee intends to return to work at an earlier date than the date originally provided to the Employer, four (4) weeks written notification must be provided to the Employer.

Subject to any changes to the Employee's status which would have occurred had she not been on pregnancy leave, the Employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

**21.05 Jury and Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court in which the Crown is a party. The Employer shall pay such an Employee the difference between her normal earnings and the payment she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

**21.06** When any leaves, paid holidays and vacation requests are submitted to the Employer, as required through the Collective Agreement, the Employer shall respond, in writing, back to the employee within fifteen (15) calendar days of receipt of request. Such response will be to confirm or deny request. If request denied, reason for such refusal shall be in the written response. Such decisions shall be determined in a fair and reasonable manner.

**Note:** The parties agree that Article 19.04 shall be observed prior to any such requests falling under this clause.

**21.07 General Leave of Absence**

Written request for a leave of absence without pay will be considered on an individual basis by the Employer. Such decisions, by the Employer, shall be

determined in a fair and reasonable manner, based on operational needs.

## **ARTICLE 22 - WAGES**

**22.01**      **A** full-time employee shall progress on the wage grid by one step on each anniversary of their employment until he/she reaches the final step.

**A** part-time employee shall progress on the wage grid by one step for each 1675 hours worked until he/she reaches the final step.

Effective October 28, 2000, a part-time employee shall progress on the wage grid by one step for each 1675 hours worked in the bargaining unit, until he/she reaches the final step. This calculation applies only to hours worked after October 28, 2000. There will be no retroactive calculation of position on the wage scale prior to October 28, 2000.

**22.02**      In keeping with the practice in effect at the time of ratification, the Employer shall pay employees by cheque according to Appendix "A" on a bi-weekly basis, that is every second Friday. **All** employees hired after March 31, 1994, will be paid by direct deposit.

**22.03**      Pay Equity and Equal Pay for Equal Work legislation will govern the Employer's conduct in those areas.

**22.04** (a)    In the event that an employee moves on a temporary or permanent basis to a position with another job rate, the employee will be placed on the wage grid at a point which will provide a wage increase, where possible. This paragraph to be effective October 28, 2000.

(b)    If an employee is temporarily assigned by the Employer to a position that commands a lower rate than that of his regular rate of pay she maintains her regular rate of pay. If the temporary transfer is at the employee's request, she shall be paid the maximum of the lower rate or her own, whichever is less.

## **ARTICLE 23 - EMPLOYEE BENEFIT PLANS**

(Unless otherwise specified, this clause is applicable only to full-time employees)

**23.01**      **Health Benefits**

Full-time employees will be enrolled in the Ontario Health Insurance Plan unless they are not residents of the Province of Ontario, are employed for a temporary

period of less than three (3) months, covered as dependents in another group, or eligible for premium assistance.

The Employer will pay sixty-two (62%) per cent of the premium and the employee will pay the balance through payroll deductions.

Employees who are residents of the Province of Quebec may make application for a payment towards the cost of Provincial Health Insurance. Application should be made at the end of the calendar year and verification of the amount paid to the Quebec Health Insurance Plan must be submitted with the application. Payment to the employee will be the amount which would have been paid if he/she resided in Ontario or the actual amount paid by the employee to the Quebec Health Insurance Plan, whichever is the lesser.

### **Retirement Plan**

A contributory Retirement Plan is compulsory for all full-time employees over eighteen (18) years of age with one year's continuous service. A booklet describing the plan will be provided to each employee when he/she becomes eligible to participate in the plan.

### **Canada Pension Plan**

Contributions will be made by the Employer and by employees through payroll deductions at rates established by the Canada Pension Plan.

### **Group Life Insurance**

A Group Life Insurance Plan is compulsory for all full-time employees after three (3) months' employment. A booklet describing the plan will be provided to each employee when he/she becomes eligible to participate in the plan. The Employer will pay one hundred (100%) per cent of the premium. Employees are insured for an amount equal to twice one year's salary.

### **Extended Health Care Insurance**

Extended Health Care Insurance may be available to any full-time employee if the employee or the employee's spouse is not covered in another plan. It is then compulsory after three (3) months and is deducted from salary. The Insurance provides reimbursement of medical and drug costs in addition to OHIP allowance. Details are provided to all eligible employees in a special brochure.

### **Group Dental Insurance**

The Employer will provide a group dental plan for all full-time Employees. The plan will be equivalent to Blue Cross #9 plus riders 2 and 4. Coverage shall be at the current ODA rates as amended from time to time.

An Employee who is covered by another group plan may elect to opt out of coverage provided he/she shows proof of such coverage.

**Effective December 1, 2000** employees shall pay seventy (70%) percent of the billed premium through payroll deduction and the employer shall pay thirty (30%) percent of the billed premium.

**Effective March 31, 2003** employees shall pay fifty percent (50%) of billed premium through payroll deduction and the employer shall pay fifty percent (50%) of the billed premium.

### **23.02 Benefit Coverage While on Pregnancy Leave or Parental Leave**

- (a) An Employee going on pregnancy or parental leave may terminate her benefit coverage if she notifies the Employer in writing no later than thirty (30) days from her scheduled first date of leave. If no termination of benefits is requested, the Employee must provide the Employer with monthly post-dated cheques for her portion of the insurance premium.

Benefit coverage while on pregnancy leave, parental leave, will automatically be terminated if the Employee defaults on two payments of his/her portion of the insurance premium. Premiums are due by the 1<sup>st</sup> of the month for which coverage is being paid.

### **23.03 Percentage in Lieu of Benefits**

In addition to their applicable straight time rate for each hour worked, regular part-time Employees, casual Employees, and temporary Employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except, salary, vacation pay, shift premium, stand-by pay, call-back guarantee, responsibility allowance, court attendance, bereavement leave, educational allowance, and reporting pay) an amount, added to their straight time hourly rate for all straight time hours paid, of twelve percent (12%).

## **ARTICLE 24 - HEALTH AND SAFETY**

- 24.01** The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the work environment in order to prevent accidents, injury and illness.
- 24.02** The Employer further agrees that it shall comply with applicable Federal, Provincial, and Municipal health and safety legislation and regulations, including the *Occupational Health and Safety Act*.
- 24.03** The Employer and the Union agree that it is in the best interests of both parties that they continue to work, whenever possible, when they are on sick leave or WSIB benefits, due to an illness, injury or modified and restricted duties.

Representatives from the Employer and the Union from the workplace Occupational Health and Safety Committee will review the list of modified work appropriate to the injured worker on WSIB. The Committee recognizes its responsibilities under the appropriate legislation(s) in accommodating an employee back to the workplace.

### **Sick Leave - Paid/Unpaid**

It is understood that the Employer will make every effort to accommodate those employees on sick time (paid or unpaid) who may be able to return to work with their Doctor's permission. The employee, if able, will participate in return to work programs offered by the Employer.

### **Special leave to provide care for sick child or family member:**

A full-time employee shall be granted up to two (2) days per year out of his/her accrued sick leave to provide care for a sick child or family member.

## **ARTICLE 25 - CONTRACTING-OUT**

- 25.01** The Employer shall not contract out work normally performed by members of the bargaining unit if as a direct result of such contracting-out a lay-off occurs.

## **ARTICLE 26 - UNIFORM AND CLOTHING**

- 26.01** Employees of all Units and Departments are required to adhere to the dress code for their area of work.

Therefore the Employer shall reimburse full-time employees, who are required to wear uniforms, for the cost of uniforms to a maximum of one hundred (\$100) dollars

per employee per annum.

Part-time employees are to be reimbursed to a maximum of fifty (\$50) dollars per employee per year.

## **ARTICLE 27 - TRAINING**

- (a) The Ministry of Health Standards for Long Term Care Facilities requires the Employer to provide an organized orientation program that responds to the learning needs of new staff and to provide an organized in-service education program that responds to the assessed learning needs of staff.

The Employer agrees to notify the Union should these requirements change.

- (b) All mandatory training shall be considered as time worked and shall be paid at the appropriate rate.

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.01 Bulletin Boards**

The Employer shall provide as many bulletin boards as it deems necessary for the purpose of posting union notices. All notices and postings shall be consistent with the terms of this Agreement

The Union bulletin board shall not be used for posting or distributing political matters or Union matters not directly related to the bargaining unit and the administration of this Agreement.

### **28.02 Act of God or Emergency**

Any loss of work time caused by conditions beyond the Employer's control shall not be considered as compensable time under any provisions of this Collective Agreement including the required lay-off notice. The shift on the premises at the time will be paid for the time actually worked with a minimum pay of three (3) hours.

- 28.03** Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, and vice versa, where the context so requires.

**ARTICLE 29 - PAYMENT PENDING WSIB CLAIM**

**29.01** An employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of claim for Workplace Safety and Insurance Board may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides a written undertaking that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board is not approved, the monies paid as an advance will be applied toward the benefits to which the employee would be entitled under the short term sick leave plan.

This provision will be effective upon the receipt of written confirmation for the Workplace Safety and Insurance Board of an acceptable procedure.

**ARTICLE 30 - MEAL PROVISION**

**30.01** Where an employee remains at the workplace in excess of seven and a half (7½) hours due to operational needs, the Employer shall provide a hot meal to the employee.

**ARTICLE 31 - JOB CLASSIFICATION**

**31.01** When a position is created which is not listed in Appendix "A", the Employer shall notify the Union and provide a job description for such position setting out the duties of such position and the normal requirements to be met for filling such position.

Such notice shall include a proposed wage rate.

Within ten (10) working days the parties shall meet and make every reasonable effort to agree on a wage rate for such position.

If the parties fail to agree upon a wage rate, or if any dispute arises from this provision, the matter may be treated as a grievance and referred to Step 2 of the grievance procedure.

In the event, the matter proceeds to arbitration, the arbitrator shall have the power to set a wage rate and to otherwise settle the dispute.

**ARTICLE 32 - DURATION OF AGREEMENT**

**32.01** Unless changed by mutual consent, this Agreement shall continue in full force and effect until December 31, 2006, and shall continue automatically thereafter for one (1) year period unless one (1) party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.

SIGNED THIS 6<sup>th</sup> DAY OF November, 2003.

**FOR THE EMPLOYER**

Kim Dawn O'Leary  
Mary E  
R. Mangan

**FOR THE UNION**

J. Radice  
St. Rivalier  
William Taylor



**LETTER OF UNDERSTANDING**

**RELIEF SHIFTS**

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The Union and the Employer agree that an employee who is called to be offered a relief shift shall be afforded a reasonable opportunity to return the call whenever possible.

The Union and the Employer jointly encourage employees who rely on relief shifts to obtain and use a pager to receive calls from the Employer offering relief shifts and to return pages promptly.

The Union and the Employer agree to meet during the term of the renewal collective agreement commencing January 1, 2000, to discuss and to endeavour to agree upon a protocol for the Employer to follow when calling employees to offer relief shifts and affording such employees an opportunity to return the call whenever possible.

SIGNED THIS 6<sup>th</sup> DAY OF November, 2003.

**FOR THE EMPLOYER**

Km Dawn O'Leary  
Mary E  
P. Manca

**FOR THE UNION**

J. D. Lee  
G. P. ...  
...

**LETTER OF AGREEMENT**  
**between**  
**THE GLEBE CENTRE INCORPORATED**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3302**

**Re: Influenza Vaccination of Employees**

The Union and the Employer to hereby agree as follows:

1. Any Influenza Vaccination Program of employees, which may be initiated by the Employer shall be a voluntary program where employees may choose to participate or to not participate. The employer shall be responsible for the cost of any vaccine or anti-viral medication that is not covered by OHIP or a group insurance plan. Such vaccines shall be offered during the employee's working hours or obtained from the employee's own physician and proof of this presented to the employee's supervisor.
2. The Employer shall ensure that no employee shall incur any loss of pay or loss of any other benefit or entitlement under the collective agreement should the employee suffer an adverse reaction to or experience side effects as confirmed by the public health authorities from the vaccine or anti-viral medication.
3. The Union agrees to co-operate fully with the Employer to encourage its members to participate in the vaccination program and to distribute any educational materials made available by the Employer.
4. In the event of a declared Influenza outbreak at the Glebe Centre by the Public Health Department.
  - a) Staff who have participated in the vaccination program and received a vaccine at least two weeks in advance of the outbreak may continue to work provided they are well.
  - b) Staff who have not received a vaccine at the time of the outbreak EITHER may receive a vaccination and take anti-viral medication (e.g. Amantadine) for two weeks subsequent to the vaccine and continue to work provided they are well OR may take anti-viral medication until the outbreak is over and continue to work provided they are well.
  - c) Staff, who received a vaccine less than two weeks in advance of the outbreak, may take anti-viral medication until two weeks following the vaccine and continue to work provided they are well.

- d) Staff who have previously been infected with Influenza, and who have not received a vaccine, and who do not take an anti-viral medication, and who provide certification from their personal physician that they are no longer infectious may continue to work provided they are well.
  - e) Staff who do not meet the requirements of Paragraphs **A**) through **D**) will not be allowed to work at the Glebe Centre during the outbreak. Such time off shall not be considered as disciplinary; shall not be considered for purposes of attendance or absenteeism recording; and shall not reduce or suspend the accrual of any service or seniority which would have otherwise accrued to the employee except for the operation of this provision.
  - f) Staff who have refused to be vaccinated and/or to take anti-viral medication on the advice of their personal physician (provided such advice is documented) or for religious beliefs (with documentation provided where such documentation is readily available), and who are not allowed to work pursuant to Paragraph **E**), will not suffer any loss of pay, sick leave credit, vacation entitlement, or any other entitlement or benefit, and shall be compensated for any loss of earnings.
  - g) Staff who have refused to be vaccinated and/or to take anti-viral medication for reasons other than the advice of their personal physician or for religious beliefs, may utilize vacation, paid holidays, or time off in lieu of overtime payment to receive pay for such time they are not allowed to work pursuant to Paragraph **E**).
5. In the event of a declared Influenza outbreak at a facility other than the Glebe Centre by the Medical Officer of Health, staff who work in this facility must contact their Manager/Supervisor and follow the following:
- a) Staff who work at the outbreak facility and who have not received a vaccine may continue to work at the Glebe Centre provided that they are well and also provided that they wait 72 hours from the time they last worked at the outbreak facility.
  - b) Staff who work at the outbreak facility and who have participated in the vaccination program and received a vaccine at least two weeks in advance of the outbreak may continue to work at the Glebe Centre provided they are well.

- c) Staff who work at the outbreak facility and who have not received a vaccine at the time of the outbreak **EITHER** may receive a vaccination and take anti-viral medication (e.g. Amantadine) for two weeks subsequent to the vaccine and continue to work at the Glebe Centre provided they are well **OR** may take anti-viral medication until the outbreak is over and continue to work at the Glebe Centre provided they are well.
  - d) Staff who work at the outbreak facility who received a vaccine less than two weeks in advance of the outbreak, may take anti-viral medication until two weeks following the vaccine and continue to work at the Glebe Centre provided they are well.
  - e) Staff who work at the outbreak facility who have previously been infected with Influenza, and who have not received a vaccine, and who do not take an anti-viral medication, and who provide certification from their personal physician that they are no longer infectious may continue to work at the Glebe Centre provided they are well.
  - f) Staff who do not meet the requirements of Paragraphs A) through E) will not be allowed to work at the Glebe Centre during the outbreak at the outbreak facility. Such time off shall not be considered as disciplinary; shall not be considered for purposes of attendance or absenteeism recording; and shall not reduce or suspend the accrual of any service or seniority which would have otherwise accrued to the employee except for the operation of this provision.
  - g) Staff who have refused to be vaccinated and/or to take anti-viral medication on the advice of their personal physician (provided such advice is documented) or for religious beliefs (with documentation provided where such documentation is readily available), and who are not allowed to work pursuant to Paragraph F), will not suffer any loss of pay, sick leave credit, or vacation entitlement, or any other entitlement or benefit, and shall be compensated for any loss of Glebe Centre earnings.
  - h) Staff who have refused to be vaccinated and/or to take anti-viral medication for reasons other than the advice of their physician or for religious beliefs, may utilise vacation, paid holidays or time off in lieu of overtime payment to receive pay for such time they are not allowed to work at the Glebe Centre pursuant to Paragraph F.
6. This Letter of Agreement shall be attached to and form part of the collective agreement.

7. In the event the Medical Officer of Health, or any regulatory body, issues a directive or order or enacts regulations which are mandatory (or advisories from the Public Health Department), and where such directives or orders or regulations (or advisories from the Public Health Department) are contrary to the contents herein agreed, such directives or orders or regulations shall prevail to the extent that they are contrary to the contents herein.

SIGNED AT OTTAWA, ONTARIO THIS 6<sup>th</sup> DAY OF November, 2003.

FOR THE EMPLOYER

Kimberly O'Leary  
Mary Yee  
L. Morgan

FOR THE UNION

J. Desjardins  
R. Rivest  
Robert Taylor

LETTER OF UNDERSTANDING  
BETWEEN  
THE GLEBE CENTRE INCORPORATED  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3302

In the matter of bargaining unit members holding or being eligible to hold more than one (1) part time positions the parties do hereby agree as follows:

- 1) A bargaining unit Employee may hold or be eligible to hold more than one (1) part time position provided that the following conditions are met:
  - a) The Employee must be available on a regular basis for all of the shifts in each of the part time positions;
  - b) The combination of shifts shall not be such that overtime is a result;
  - c) Regularly scheduled hours shall not exceed seven and one-half (7 ½) hours per day;
  - d) The cumulative total of hours assigned to each of the part time positions, shall not result in a contravention of the Collective Agreement if they were to be considered the hours of a single position;
  - e) No employee shall be required or permitted to work split shifts
- 2) The Employer is not required by this agreement to make any extraordinary effort to co-ordinate the vacation requests made in two program areas by one Employee except that such Employee will be afforded an opportunity to take her vacation in full weeks if so requested.
- 3) In order to be appointed to a second part time position, the Employee must be the successful applicant to the normal posting procedure.
- 4) For the purpose of layoff or bumping, each of the part time positions shall be considered as separate.
- 5) Article 18.03(A) of the Collective Agreement shall not apply except to the extent that an employee holding two (2) positions shall be entitled to be scheduled off either Christmas Day or New Year's Day if so requested. Such day off shall include the evening and/or night shift prior to the Holiday.
- 6) An Employee holding more than one part time position may resign from one such position without affecting her/his incumbency in any other position.
- 7) In the event an Employee holding more than one part time position leaves such positions, for any reason, at the same time, such positions will be considered as separate positions for all purposes thereafter.
- 8) It is agreed that except as outlined herein, no Employee may encumber more than one position in the bargaining unit.

- 9) This agreement shall expire upon the renewal of a subsequent Collective Agreement between the Parties unless agreed in writing otherwise.
- 10) This agreement is without prejudice to either party save and except for its enforcement.

SIGNED THIS 6<sup>th</sup> DAY OF November, 2003.

FOR THE EMPLOYER

Kim Mawson Odeary  
Mary Ynes  
L. Langa

FOR THE UNION

J. D. D. D.  
R. R. R. R.  
S. S. S. S.

## Wage Rates

**Effective January 1, 2003 – 3.0 percent**

<b>POSITION TITLE</b>	<b>MINIMUM</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>MAXIMUM</b>
<b>Administrative:</b>					
Secretaries	15.75	16.24	16.75	17.26	17.80
Clerk-Typists	13.99	14.45	14.89	15.35	15.82
Receptionists	13.99	14.45	14.89	15.35	15.82
Vehicle Operators	13.97	14.39	14.84	15.31	15.77
<b>Food Services:</b>					
Cooks	15.75	16.24	16.75	17.26	17.80
Cook's Assistants	13.99	14.45	14.89	15.35	15.82
Food Serv. Attend	13.97	14.39	14.84	15.31	15.77
<b>Nursing Services:</b>					
R.P.N.	18.83	19.44	20.02	20.64	21.29
Nursing Attendant	13.99	14.45	14.89	15.35	15.82
Res Support Worker	14.27	14.73	15.17	15.63	16.12
Admin. Supp. Worker	15.75	16.24	16.75	17.26	17.80
<b>Program:</b>					
Program Facilitator	15.75	16.24	16.75	17.26	17.80
<b>Housekeeping:</b>					
Porters	13.97	14.39	14.84	15.31	15.77
Housekeeping Attend	13.97	14.39	14.84	15.31	15.77
<b>Maintenance:</b>					
Watchmen/Maint	15.75	16.24	16.75	17.26	17.80
Watchmen	13.99	14.45	14.89	15.35	15.82



## Wage Rates

**Effective January 1, 2004 3.0 percent**

<b>POSITION TITLE</b>	<b>MINIMUM</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>MAXIMUM</b>
<b>Administrative:</b>					
Secretaries	16.22	16.73	17.25	17.78	18.33
Clerk-Typists	14.41	14.88	15.33	15.81	16.30
Receptionists	14.41	14.88	15.33	15.81	16.30
Vehicle Operators	14.39	14.82	15.29	15.77	16.24
<b>Food Services:</b>					
Cooks	16.22	16.73	17.25	17.78	18.33
Cook's Assistants	14.41	14.88	15.33	15.81	16.30
Food Serv. Attend	14.39	14.82	15.29	15.77	16.24
<b>Nursing Services:</b>					
R.P.N.	19.39	20.02	20.62	21.26	21.92
Nursing Attendant	14.41	14.88	15.33	15.81	16.30
Res Support Worker	14.70	15.17	15.62	16.10	16.60
Admin. Supp. Worker	16.22	16.73	17.25	17.78	18.33
<b>Program:</b>					
Program Facilitator	16.22	16.73	17.25	17.78	18.33
<b>Housekeeping:</b>					
Porters	14.39	14.82	15.29	15.77	16.24
Housekeeping Attend	14.39	14.82	15.29	15.77	16.24
<b>Maintenance:</b>					
Watchmen/Maint	16.22	16.73	17.25	17.78	18.33
Watchmen	14.41	14.88	15.33	15.81	16.30

POSITION TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
<b>Administrative:</b>					
Secretaries	16.87	17.40	17.94	18.49	19.06
Clerk-Typists	14.99	15.47	15.94	16.44	16.95
Receptionists	14.99	15.47	15.94	16.44	16.95
Vehicle Operators	14.97	15.42	15.90	16.40	16.89
<b>Food Services:</b>					
Cooks	16.87	17.40	17.94	18.49	19.06
Cook's Assistants	14.99	15.47	15.94	16.44	16.95
Food Serv. Attend	14.97	15.42	15.90	16.40	16.89
<b>Nursing Services:</b>					
R.P.N.	20.17	20.82	21.45	22.11	22.80
Nursing Attendant	14.99	15.47	15.94	16.44	16.95
<b>Res Support Worker</b>	15.28	15.78	16.25	16.75	17.26
Admin. Supp. Worker	16.87	17.40	17.94	18.49	19.06
<b>Program:</b>					
Program Facilitator	16.87	17.40	17.94	18.49	19.06
<b>Housekeeping:</b>					
Porters	14.97	15.42	15.90	16.40	16.89
Housekeeping Attend	14.97	15.42	15.90	16.40	16.89
<b>Maintenance:</b>					
Watchmen/Maint	16.87	17.40	17.94	18.49	19.06
Watchinen	14.99	15.47	15.94	16.44	16.95

### Wage Rates

POSITION TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
Secretaries	17.54	18.09	18.66	19.23	19.82
Clerk-Typists	15.59	16.09	16.58	17.10	17.63
Receptionists	15.59	16.09	16.58	17.10	17.63
Vehicle Operators	15.57	16.03	16.54	17.05	17.57
Cooks	17.54	18.09	18.66	19.23	19.82
Cook's Assistants	15.59	16.09	16.58	17.10	17.63
Food Serv. Attend	15.57	16.03	16.54	17.05	17.57
R.P.N.	20.97	21.65	22.31	23.00	23.71
Nursing Attendant	15.59	16.09	16.58	17.10	17.63
Res Support Worker	15.89	16.41	16.90	17.42	17.95
Admin. Supp. Worker	17.54	18.09	18.66	19.23	19.83
Program Facilitator	17.54	18.09	18.66	19.23	19.82
Porters	15.57	16.03	16.54	17.05	17.57
Housekeeping Attend	15.57	16.03	16.54	17.05	17.57
Watchmen/Maint	17.54	18.09	18.66	19.23	19.83
Watchmen	15.59	16.09	16.58	17.10	17.63

*SI*