

COLLECTIVE AGREEMENT

between

FAIRHAVEN
(hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131
(hereinafter referred to as "the Union")

Expires: December 31, 2006

11276 (04)

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ARTICLE 1 -PURPOSE

- 1.01 The general purpose of this Collective Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its employees, to provide means and methods for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Collective Agreement.

ARTICLE 2 -SCOPE

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 131 as the exclusive bargaining agent for all employees of Fairhaven in Peterborough save and except all Department Heads, Assistant Department Heads and persons above the rank of Assistant Department Heads, Registered Nurses, Human Resource Coordinator, Executive Assistant to the Executive Director and Co-ordinator of Resident Programs.

2.02 **Definitions:**

a) **Full Time Employee:**

A person who is employed on a full-time basis by the Employer.

b) **Preferred Part-Time Employee:**

A person who is employed to work regularly scheduled shifts consisting of fifty-five (55) to sixty (60) hours over a bi-weekly period. The Employer will endeavour to schedule the shifts in a consistent manner.

A preferred part-time employee shall not be required to work additional shifts unless mutually agreed to by the parties.

c) **Permanent Part-Time Employee:**

A person who is regularly employed to work scheduled shifts up to sixty (60) hours in a bi-weekly period.

A permanent part-time employee may be assigned or may elect to work additional hours provided that such hours do not exceed sixty (60) hours in a bi-weekly period.

d) **Part-Time Employee:**

A person who is employed for not more than sixty (60) hours in a bi-weekly period.

e) **Probationary Employee:**

A probationary employee is one appointed to a position who has not yet completed a probation period in accordance to Article 18.03. A probationary employee will be appointed to the permanent staff upon successful completion of the probation period.

f) **Student Employee:**

A student employee is defined as an individual who is employed (or hired into) a student position and is enrolled in a school program on a full-time basis.

A student employee shall not work more than sixty (60) hours in a bi-weekly period.

A student employee shall terminate employment with the Employer no later than three (3) months following the date the student completes or otherwise leave full time studies.

A student employee shall only be hired into positions designated as student positions. Such student positions shall be mutually agreed to between the Union and the Employer.

- g) The hours of work for employees covered under Articles 2.02 shall be assigned in Accordance to Article 15.01 of this Collective Agreement.

ARTICLE 3 - UNION SECURITY:

- 3.01 It shall be a condition of continuing employment that all present and future employees of the Employer shall become and remain members in good standing of the Union. The Employer, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union other than for unlawful activity against the Union.

The Union agrees that any employee to whom this Collective Agreement applies may refrain from exercising their right to become a member of the Union, or cease to be a member of the Union.

- 3.02 The Employer shall deduct from every employee any dues, initiations or assessments, levied in accordance with the Union Constitution and/or By-laws and owing to the Union, each pay and forward the money deducted to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, together with the names of the employees added or deleted during that period plus total hours worked in the current year for each part-time employee.

The Employer will forward to the Local Union Secretary-Treasurer a copy of the submission made to the National Secretary-Treasurer of the Union.

The Income Tax (T4) Slips shall include the amount of Union dues paid by each employee in the preceding calendar year.

- 3.03 The Employer will provide the Union with a list quarterly, of all hirings, lay-offs, recalls, retirements, terminations, leaves of absence in excess of one (1) month (which will include employees in receipt of compensation from the Workplace Safety and Insurance Board) from within the bargaining unit where such information is available or becomes available through the Employers payroll system.

- 3.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes within the employee's first twenty (20) days of employment, without loss of regular earnings.

The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. The Employer as part of the general orientation program may arrange such meetings collectively or individually for employees.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer will continue its policy of no discrimination, interference, restriction or

coercion being exercised or practised with respect to any employee by reason of sex, race, colour, political or religious affiliation, or by reason of membership or lack of membership in a trade union.

- 4.02 The Union, its members and/or its agents shall not, on the Employer's premises, conduct activities except as herein expressly provided.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union agrees that it is the exclusive right of the Employer to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, direct, transfer, classify, promote, demote or discipline any employee;
 - c) generally manage the Home for the benefit of the residents;
 - d) introduce new and improved facilities and methods aimed to improve the efficiency or the operation of the Employer.
- 5.02 The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Collective Agreement and that a claim of discrimination, discharge or discipline without just cause, may be the subject of a grievance in this Collective Agreement.

ARTICLE 6 - UNION COMMITTEES

- 6.01 The Employer and Union agree to the following committees:
- a) **Negotiating Committee:**

The Negotiating Committee will consist of five (5) members, all of whom shall be employees of the Employer. The Employer agrees to recognize and deal with the Negotiating Committee in negotiating the renewal of this Collective Agreement.

Time spent by members of the Negotiating Committee in negotiating meetings with the Employer during their regular hours of work shall be without loss of pay up to but not including the arbitration hearing.
 - b) **Grievance Committee:**

The Grievance Committee shall consist of the President of the Local, or appointee, and any two (2) stewards, all of who shall be employees of the Employer.

Time spent by members of the Grievance Committee in grievance meetings with the Employer during their regular hours of work shall be without loss of pay, up to but not including the arbitration hearing.
 - c) **Labour Management Committee:**

The parties agree that there are matters of mutual concern and interest that would be beneficial if discussed by way of a Labour Management Committee process.

Therefore, both the Employer and the Union shall appoint up to four **(4)** representatives who shall meet monthly unless the parties agree to a different schedule of meetings.

Both parties recognize the value of attempting to ensure representation on their committee from all areas of the Home.

A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed which shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Collective Agreement.

The Labour Management Committee may make recommendations to their respective principals but is not empowered to introduce or veto policies of the Employer.

Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

The minutes of labour management meetings will be posted.

- 6.02 An elected or appointed representative of the Union may leave their workplace duties without loss of pay during their regular shift provided that permission from their immediate Supervisor is obtained which such permission will not be unreasonably denied. It is agreed that time spent by the Union representative away from their workplace duties shall be kept to a minimum. Otherwise all Union business will be conducted on the employee's own time, and not on the Employer's premises.

ARTICLE 7 - ASSISTANCE OF THE UNION

- 7.01 The Union shall have the right of assistance from a representative of the Canadian Union of Public Employees when negotiating with the Employer or in meetings at Step 2, and thereafter, of the Grievance Procedure.

7.02 **Verbal Reprimand:**

Whenever the Employer or their authorized agent deem it necessary to verbally reprimand an employee, in a manner indicating that dismissal or discipline may follow if any further infraction or may follow or if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such verbal reprimand to the employee involved with a copy being provided to the Union.

7.03 **Access to Personnel File:**

An employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

7.04 **Removal From Record:**

Any letter of reprimand, suspension or other sanction will be removed from an employee's record after a period of twenty-four (24) months, provided that the employee's record has been discipline-free for eighteen (18) months.

ARTICLE 8 -GRIEVANCE PROCEDURE

8.01 Definition of A Grievance:

- a) For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.
- b) It is understood that the Employer may bring forward at a meeting with the Grievance Committee, called for that specific purpose, any complaint or grievance; and that, if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.
- c) An employee has no grievance until the employee's supervisor has had an opportunity to adjust their complaint. A member of the Grievance Committee, if so desired, may accompany the employee.
- d) A policy grievance involves a question of general application or interpretation of this Collective Agreement, and which could not otherwise be resolved by a grievance of an employee (or a group of employees).

e) Discharge & Suspension:

If an employee who has completed their probationary period is suspended or discharged, he/she shall be informed at the time, in writing, of the reasons for such suspension or discharge, and a copy shall be sent to the Union.

A member of the Grievance Committee may be present at any meeting with the Employer dealing with the discharge or suspension if requested by the employee concerned.

8.02 Grievance Procedure:

Step 1 :

If an employee is satisfied that there is a grievance, they shall meet with the Department Manager, and shall be accompanied by a member of the Grievance Committee. If a settlement satisfactory to the employee is not reached within two (2) days, then Step 2 of this grievance procedure may be invoked.

Step 2:

The grievance shall be reduced to writing and submitted to the Manager of Human Resources by the Grievance Committee.

A meeting shall be arranged with the Grievance Committee within two (2) days. The meeting shall convene within five (5) days or such longer period as may be agreed upon between the parties.

The Director of Operational Services shall give their reply in writing within a period of two (2) days. Receipt of such reply will be acknowledged by the Chairperson of the Grievance Committee or designate.

Failing a satisfactory settlement, the Grievance Committee may invoke Step 3 of the grievance procedure, but only within a period of five (5) days from receipt of the reply of the Director of Operational Services.

Step 3:

The grievance shall be submitted to the Manager of Human Resources who shall arrange a meeting with the Grievance Committee within two (2) days. The meeting shall be convened within five (5) days or such longer period as may be agreed upon between the parties.

The Executive Director shall give their reply in writing within a period of five (5) days, receipt of such reply will be acknowledged by the Chairperson of the Grievance Committee or designate.

Failing satisfactory settlement the Grievance Committee may invoke the arbitration provision of this Collective Agreement but only within a period of fifteen (15) days from the date of reply from the Executive Director.

8.03 Grievance Form:

It is understood that the original grievance form shall be passed back and forth between the Union and the Employer for the purpose of acknowledging all written responses to the grievance procedure.

8.04 Time Limits

- a) A grievance shall be instituted not later than fifteen (15) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee or the Union.
- b) Where a dispute involving a suspension, termination, lay-off or recall occurs, the grievance shall be lodged at Step 3 of the grievance procedure.
- c) In the event of a policy grievance the Union may commence proceedings at Step 2 of the grievance procedure.
- d) The time limits referred to in this Article shall be exclusive of Saturdays, Sundays and Statutory Holidays.
- e) The time limits outlined in the grievance and arbitration procedure may only be extended upon mutual agreement of the parties in writing.

ARTICLE 9 - ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration, and within the time limit set forth above, such request shall be made by registered mail addressed to the other party to the Collective Agreement indicating the name and address of its nominee to the Board of Arbitration. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Board of Arbitration. The two (2) nominees shall attempt to select by agreement a third (3rd) member who shall

act as Chairperson of the Board of Arbitration. If they are unable to agree upon such a Chairperson within a further period of seven (7) days, the Provincial Minister of Labour shall be asked to name an impartial Chairperson.

- 9.02 The decision of the Board of Arbitration shall be final and binding upon the parties. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board; and in the absence of a majority decision, the decision of the Chairperson shall be accepted as the decision of the Board.
- 9.03 The Board of Arbitration is not authorized to alter, modify, amend or add to any part of this Collective Agreement, nor to deal with any matter not covered by this Collective Agreement; however, the Board shall have the power to dispose of any discharge or suspension grievance by any arrangement which, in its opinion, it deems just and equitable.
- 9.04 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.05 Each party shall be responsible for the expenses of their own appointee and an equal share of the fees and expenses of the Chairperson.
- 9.06 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.
- 9.07 The parties agree that the Board of Arbitration as outlined in Article 9.01 above may be replaced by a sole arbitrator. Articles 9.02 to 9.06 would still be applicable under this section.

ARTICLE 10 - NO STRIKE OR LOCK-OUT

- 10.01 The Employer agrees that it will not cause or direct a lock-out of its employees, and the Union agrees that there will be no strike or other collective action that will stop, curtail or interfere with work or the Employer's operation. The meaning of "strikes and lock-outs" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 11 – LEAVE OF ABSENCE

- 11.01 **Union Conventions, Workshops and Seminars:**
- Leave of absence without loss of seniority shall be granted upon request to the Employer, to employees who are readily replaceable and who are elected or appointed to represent the Union at Union functions. The Employer shall pay the employees their normal wages while on such leave, and the Union shall reimburse the Employer.
- 11.02 **Compassionate Leave:**
- The following leave of absence is allowed to make required arrangements and to attend the funeral in the event of a death in the employee's family:
- a) employee's spouse, son or daughter, seven (7) days;
 - b) employee's father, mother, sister, brother and grandchildren three (3) days;

- c) grandparents and in-laws one ~~(b)~~ day.

Only such time as is required to fulfill the above obligations on which the employee would be scheduled to work shall be paid for. Such employee will be expected to notify the Human Resource Scheduler as soon as possible of the need for such leave of absence.

Extra leave of absence without pay may be granted for travelling time to attend the funeral. This period of time will be agreed upon between the employee and the Employer.

11.03 **Pregnancy/Parental and Adoption Leave:**

- a) A pregnant employee is entitled to up to seventeen (17) weeks leave of absence without pay and with accumulation of seniority, for the purpose of childbirth and recovery. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act*.
- b) Eligible new parents are entitled to take up to thirty-five (35) weeks (in the case of employees who also took a pregnancy leave) or thirty-seven (37) weeks (in the case of employees who did not take a pregnancy leave) of parental leave of absence, without pay and with accumulation of seniority. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act*.
- c) The employer shall continue to pay its share of the premium cost of insured benefits and pension while an employee is on pregnancy or parental leave, unless the employee elects in writing not to participate in a benefit.
- d) For a part-time employee, seniority shall be based upon the employee's average weekly hours worked in the thirteen (13) weeks immediately preceding the commencement of the leave, excluding any periods of approved leave of absence in excess of five (5) continuous calendar days.
- e) The employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.
- f) The Employer shall grant an employee who is adopting a child a leave of a maximum of six (6) months without pay and without loss of seniority upon reasonable notice and subject to the above terms and conditions. If, however, because of late receipt of confirmation of pending adoption the employee finds it impossible to request leave of absence in writing one (1) month in advance, then the employee may make the request verbally as soon as possible and subsequently verify it in writing. Employees on adoption leave are entitled to benefits payments in accordance with article 11.03 (b), but coverage will be provided thereafter only if the employees pay one hundred (100) percent of the cost.

11.04 **Jury/Witness Duty:**

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

- a) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;

- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

It is understood that an employee required to attend court regarding an Employer related case, as provided above, on their scheduled day off will be paid their regular pay for such day, and the day off will be rescheduled within thirty (30) days.

11.05 Effect of Absence:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, sick leave or any other benefits under any provisions of this Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence, except that the Employer will continue to pay its share of the premiums for up to twelve (12) months while an employee is in receipt of compensation from the Workplace Safety and Insurance Board and during a Pregnancy or Parental Leave, unless the employee gives the Employer written notice that they do not intend to pay their contributions.
- c) It is further understood and agreed that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended after thirty (30) continuous calendar days and not further accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during Pregnancy/Parental and Adoption Leave, up to a period of twelve (12) months if an employee's absence is due to a disability resulting in compensation from the Workplace Safety and Insurance Board, or for a period of ninety (90) days if an employee's unpaid absence is due to illness.

1 L06 Examination Leave:

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

1 L07 Personal Leave of Absence:

The Employer may grant a leave of absence for personal reasons to any employee requesting such leave in writing to the Manager of Human Resources. A reasonable amount of notice should be given to ensure coverage. Each request will be considered on an individual basis, while ensuring that the operational and service needs of the organization can be met.

1 L08 Union Office:

- a) If any employee is elected or appointed to a Union Office, she/he shall be granted an unpaid leave of absence of up to two (2) years upon reasonable notice being given to the Employer. During the initial leave of absence of up to two (2) years Article 11.05 shall be applicable.

They shall have the right for an additional period of two (2) years from the additional two (2) year leave of absence to return to employment, without seniority, with the Employer to the

first available opening in the department in which he/she left, providing they are willing and qualified to do the job.

- b) If an employee is re-elected to a Union office for a term in excess of the initial two (2) year leave **of** absence they shall not be granted an extension of the initial two (2) year leave of absence and their employment shall be deemed to be terminated.

ARTICLE 12 - SICK LEAVE

12.01 **Sick Leave Definition:**

Sick leave is the period of time an employee is permitted to be absent from work by reason of being sick, disabled, quarantined because of exposure to a contagious disease or because of an accident which is not compensable under the *Workplace Safety and Insurance Act*.

12.02 Part-time and student employees shall be entitled to sick leave on a without pay basis.

Article 12.09 shall apply to part-time and student employees.

12.03 **Sick Leave Accumulation:**

All full-time employees shall be entitled to accumulate sick leave at the rate of one and one-half (1 1/2) paid days per month, commencing with the date of employment, and shall accumulate from year to year. New employees, on completion of their probationary period, shall be credited with four and one-half (4 1/2) days' sick leave.

12.04 **Sick Leave Deduction:**

Sick leave is payable and deductions shall be made from accumulative sick leave for all days absent for sick leave as defined in Article 12.01 and Family Illness as defined in Article 12.10.

12.05 **Sick Leave Records:**

A record of all unused sick leave will be provided on each bi-weekly pay stub. An employee may request the Employer to clarify their sick leave credits at any time.

12.06 **Qualifier for Sick Leave Credit:**

To be credited with sick leave for any month, an employee must have been at work for a total of not less than eighty (80) hours, inclusive of paid time off for vacation, statutory holidays and other paid leave of absence other than sick leave. An employee shall be credited for sick leave earned on the last pay of each month.

12.07 **Absence Under the Workplace Safety and Insurance Act:**

If an employee is prevented from working for the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of *the Workplace Safety and Insurance Act*, the Employer, on application from the employee, will supplement the award made by the Workplace Safety and Insurance Board for the loss of wages to the employee by such an amount that the award made by Workplace Safety and Insurance Board for loss of wages, together with the supplement of the Employer, will equal one hundred (100) percent of the employee's regular wage to the limit of the employee's sick leave credits.

12.08 Sick Leave Pay Out:

The following apply only to employees who had full-time status prior to July 1, 1999.

Upon termination of employment (other than by death or retirement), shall be entitled to the equivalent in cash of ~~five~~ (50) percent of the total accumulated sick leave standing to their credit, not to exceed six (6) months' wages.

An employee (or estate of an employee) in the event of death, or upon attaining retirement age and who is in receipt of an unreduced Ontario Municipal Employee Retirement System (OMERS) Pension, shall be entitled to the cash equivalent of the full accumulation of sick leave standing to their credit, not to exceed six (6) months' wages.

When sick leave is converted into cash, whether upon termination of employment, death or retirement, the value of such accumulated sick leave shall be determined on the basis of the employee's current rate of pay at the time of such conversion.

12.09 Doctors Certificate:

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness.

12.10 Family Illness:

In the case of illness of a family member of an employee, the employee may, with the approval of the Manager of Human Resources, be entitled to use up to a maximum of five (5) accumulated sick leave days per year to care for the member of the family who is ill.

12.11 Long Term Disability:

The Employer will provide to all full-time employees a Long Term Disability Plan with the Employer paying fifty (50) percent of the billed premiums and the employee paying the balance of the billed premium through bi-weekly payroll deduction.

ARTICLE 13 -VACATIONS**13.01 Entitlement to Vacation:**

Full-time employees shall be entitled to an annual vacation with pay calculated from the date of seniority as follows:

a) New Hires:

An employee with less than one (1) year's service as of December 31st shall be entitled to vacation pay at the rate of one (1) day for each complete month of service, to a maximum of ten (10) days;

b) On completion of one (1) year of service as of December 31st an employee shall be entitled to ten (10) days vacation;**c) An employee shall be allowed fifteen (15) days of vacation in the calendar year in which their third (3rd) anniversary falls;**

- d) An employee shall be allowed twenty (20) days of vacation in the calendar year in which their eighth (8th) anniversary falls;
- e) An employee shall be allowed twenty-five (25) days of vacation in the calendar year in which their sixteenth (16th) anniversary falls;
- f) An employee shall be allowed thirty (30) days of vacation in the calendar year in which their eighteenth (18th) anniversary falls;
- g) Full-time employees who have an adjusted seniority date due to accredited hours worked as a part-time employee shall have their vacation entitlement determined by that adjusted seniority date per the calculation in Article 13.15.

13.02 **Part-time and Student Employees:**

Part-time and student employees shall be entitled to payment in lieu of vacation based upon a formula of two (2) percent for each five (5) days of entitlement for a period of employment from the date of last hire and in accordance with vacation entitlement, Article 13.01.

13.03 **Vacation Pay Calculation:**

Vacation pay will be calculated on the basis of each employee's regular rate at the time of taking their vacation, for thirty-seven and one-half (37 ½) hours for each week of vacation entitlement, save and except that where an employee has worked less than sixty-six (66) percent of the regular hours in the previous year, ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) days vacation pay will be calculated on the basis of four (4) percent, six (6) percent, eight (8) percent, ten (10) percent, twelve (12) percent (whichever is applicable for ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) days) of their earnings received from the Employer in such period.

13.04 **Termination Prior to Vacation:**

When employment is terminated before the employee has been granted a paid vacation, they shall receive payment in lieu of it at the appropriate rate.

13.05 **Preferred Part-Time Employees Receipt of Vacation Pay:**

Employees who hold a permanent preferred part-time position will be paid their vacation pay in the form of payment for time not worked for all vacation days taken. The calculation will be based upon the prior years vacation accumulation and will be converted into hours which will be reflected on the employees bi-weekly pay stub.

It is understood that if an employee accrued more vacation pay in the previous year than the vacation days owed in the current year, she shall receive a "top up" of pay on each vacation day pro-rated across the period of her entitled vacation days.

Any hours that do not equal a full shift remaining in an employee's vacation bank, will be paid out to the employee on the last pay of each year. Employees will not be allowed to carry unused time into the next calendar year.

13.06 **Permanent Part-time and Part-time Employees Receipt of Vacation Pay:**

Permanent part-time and part-time employees will be paid their vacation pay on the pay closest to February 1st.

If an employee is absent from work due to illness or Pregnancy/Parental and Adoption Leave the payment will be held at the employee's request until a mutually agreed date.

13.07 **Statutory Holidays During Vacation Period:**

Paid holidays (statutory holidays) falling during an employee's vacation period will be in addition to such vacation period.

13.08 **Taking of Vacation Time:**

The Employer will make every reasonable effort to grant an employee their annual vacation in consecutive weeks. It is understood that where the vacation period extends beyond ten (10) days or two (2) weeks, the time of the third (3rd) five (5) day period and subsequent five (5) day periods, shall be established by mutual agreement.

13.09 **December 15th and January 5th:**

Vacation will not normally be granted between December 15th and January 5th of the following year.

13.10 **Posting of Vacation Request List:**

- a) The Employer will post, by November 1st of each year, a vacation request list for the months of January 5th to April 30th of the following year. Employees will signify their vacation choice in order of seniority by November 15th. Confirmation of vacation requests will be posted by December 1st.
- b) The Employer will post, by February 15th of each year, a vacation request list for the remaining months of the calendar year. Employees will signify their vacation choice in order of seniority by March 15th. Confirmation of vacation requests will be posted by March 30th.
- c) Vacation time available after the confirmed vacation request has been posted, will be granted in accordance with established quotas and by the date of the request, not by seniority. All vacation requests must be submitted to the Human Resource Department at least fourteen (14) days in advance.

13.11 **Hospitalization During 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 Article 13.

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.

13.12 Return to Work During Vacation:

Should a full-time employee who has commenced their scheduled vacation agree, upon request by the Employer, to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 ½) times their basic straight-time rate for all hours so worked. To replace the originally scheduled vacation days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have worked.

13.13 Single Vacation Days

An employee shall be entitled to take up to five (5) vacation days as single days.

Employees must find their own replacement when requesting a single vacation day on a weekend to work.

It is agreed that any overpayments of vacation time shall be repaid to the Employer by a mutually agreed upon schedule.

If a permanent part-time employee or part-time employee elects to take a single vacation day during a scheduling period they will be required to fulfil all other availability requirements for that period.

13.14 Commencement of Vacation

A week of vacation shall commence on a Monday except for employees working midnights whose vacation shall start on a Sunday. One (1) week of vacation must consist of at least four (4) vacation days.

13.15 Transfer from Part-Time to Full-Time:

Full-Time employees who have an adjusted seniority date due to credited hours worked as a part-time employee shall have their vacation entitlement determined by that adjusted seniority date. During the calendar year of the transfer the employee will accumulate vacation entitlement for each month worked as a full-time employee on a pro-rated basis to be used in the following calendar year.

Employees will accrue as follows:

15 day entitlement - 1.25 days per full month
 20 day entitlement - 1.667 days per full month
 25 day entitlement - 2.083 days per full month

Calculation for the entitlement of remaining vacation days shall be as follows:

of days FT worked + total days in the month x entitlement as per adjusted seniority date

13.16 Compassionate Leave During Vacation:

Where an employee's scheduled vacation is interrupted due to a compassionate leave recognized under Article 11.02, the period of such time while on vacation shall be considered as compassionate leave. The portion of the employee's vacation deemed to be compassionate leave will not be counted against the employee's vacation credit.

An employee shall notify the Manager of Human Resources of any occurrences arising as a result of Article 13.16.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following days are recognized as paid holidays for all full-time employees:

New Year's Day	Third Monday in February
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Also any other day proclaimed as a public holiday by the Mayor of the Corporation of the City of Peterborough.

14.02 **Working on a Holiday:**

It is agreed that the operation of the Employer requires that all employees cannot take the particular day off that has been allocated for the observance as a holiday.

A full-time employee required to work on a holiday as outlined in Article 14.01 may elect payment at the rate of one and one-half (1 ½) times plus a lieu day at their regular rate or pay at the rate of one and one-half (1 ½) times their regular rate of pay plus holiday pay and forfeit the lieu day.

14.03 **Statutory Holiday On An Employee's Day Off:**

When a holiday falls on an employee's normal day off, an additional lieu day with pay shall be granted.

14.04 **Lieu Days:**

A Full Time employee must notify the Human Resources Department, fourteen (14) days prior to the statutory holiday which one of the following options they wish to elect for working on a statutory holiday as outlined in Article 14.02.

Options:

- a) save the lieu day to the maximum allowable five (5) days in a calendar year
- b) elect to take the holiday as a day off with pay
- c) stipulate the requested lieu day to be taken off

If no election is made the employee shall receive one and one-half (1 ½) times plus a day in lieu for working on the statutory holiday.

A lieu day must be taken within thirty (30) days of the statutory holiday at a time mutually agreed to between the employee and the Employer.

14.05 **Part-Time and Student Employees:**

Part-time and student employees required to work on a holiday outlined in Article 14.01 shall be paid at the rate of one and one-half (1 ½) times their regular rate.

Part-timers required to work on a paid holiday shall only receive the fourteen (14) percent in lieu of benefits on the regular straight-time hourly rate for regular hours worked.

14.06 Assigning of Work on a Holiday:

It is agreed that available work on a statutory holiday shall first be assigned to employees normally scheduled to work that day.

A full-time employee scheduled to work on the holiday shall not be required to work on the statutory holiday provided they advise the Human Resources Department at least fourteen (14) days in advance of the holiday. If less than fourteen (14) days notice is given the employee must arrange for his or her own replacement. The regular part-time replacement employee is to be given first opportunity for the shift.

The Information Services Receptionist is normally assigned to work on statutory holidays instead of the Information Services Clerk.

It is understood and agreed that no overtime costs will thereby be incurred by the Employer.

14.07 Eligibility for Holiday Pay:

To be eligible for statutory holiday pay an employee must work their full scheduled shift immediately preceding and full scheduled shift immediately following the holiday unless otherwise mutually agreed.

14.08 Overtime on a Paid Holiday:

Where an employee is required to work authorized overtime on a paid holiday in excess of a full shift as defined by Article 15, they shall receive twice their regular straight-time hourly rate for the time worked in excess of the full shift.

ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS

15.01 Hours of Work:

a) Regular Full-Time Employees:

Except as provided for in 15.01 b) and c), the regular full-time working hours shall be seven and one-half (7 ½) hours of work per day and seventy-five (75) hours of work in a two (2) week period exclusive of a one-half (1/2) hour unpaid lunch period.

Except as provided for in Articles 15.01 b) and c), any authorized hours worked over seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two (2) week period shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate as set out in Schedule "A".

b) Organization Development Employees:

The regular full-time working hours for Organization Development employees shall be seven (7) hours of work per day and seventy (70) hours of work in a two (2) week period

exclusive of a one (1) hour unpaid lunch period.

Any authorized hours worked over seven (7) hours per day or seventy (70) hours in a two (2) week period shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate as set out in Schedule "A".

c) Preferred Part-Time, Permanent Part-Time and Part-Time Employees:

The hours of work for preferred part-time, permanent part-time and part-time employees shall be in accordance to Article 2.02 (b), (c) and (d) of this Collective Agreement.

No further shifts of less than four (4) hours for classifications falling under this Collective Agreement that were not in place prior to July 1, 1999 shall be created.

Authorized hours worked over seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two (2) week period shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate as set out in Schedule "A".

The distribution of hours above and beyond hours distributed under Article 2.02 (b) and (c) shall be distributed among permanent part-time and part-time employees as equitably as possible taking into account an employee's availability. In the event that available employees have been assigned hours in an equitable manner, additional hours will be offered commencing with the most senior employee.

Pertaining to call-in's and replacements (vacations and statutory holidays) permanent part-time and part-time staff must be available to work all units or work routines and all shifts.

d) Student Employees:

The hours of work for students shall be in accordance to Article 2.02 e) of this Collective Agreement.

The Employer shall be permitted to schedule students in shifts of less than four (4) hours in any classifications.

When scheduling work hours for student employees the Employer shall take into consideration the student school schedule which shall be submitted by the student employee to the Employer in advance of the work schedule being posted.

e) Weekend Only Employees:

Employees hired into Weekend Only Positions shall only be entitled to be scheduled and receive call-ins for available weekend work.

Employees hired into Weekend Only Positions shall be entitled to all rights and privileges outlined in this Collective Agreement including Schedule "A" with the exception of Article 15.02.

f) Spring and Fall Time Change:

An employee will be paid for hours worked at the appropriate rate of pay when changes are made from daylight savings to standard time and vice versa.

15.02

Every Other Weekend Off – Full-Time Employees/Preferred Part-Time Employees/Permanent Part-Time Employees:

- a) The Employer will schedule every other weekend off for Full-Time, Preferred Part-Time and Permanent Part-Time employees.

Permanent Part-Time employees as defined in Article 2.02 c) may be excused from this Article if they present to the Human Resource Scheduler a letter expressing their desire to work weekends on a more frequent basis than stated. They may also withdraw such a letter by giving the Human Resource Scheduler a letter stating their desire to revert to every other weekend off.

Every Third Weekend Off – Part-Time Employees:

- b) The Employer will schedule every third weekend off for Part-Time employees.

For purposes of clarity for Article 15.02, it is understood that a weekend shall commence at 2300 hours Friday and end at 2300 hours Sunday or at 2400 hours Friday and end at 2400 hours Sunday, as appropriate.

15.03 No More Than Six Consecutive Days:

Unless mutually agreed to do otherwise between the Employer and the employee no employee shall be scheduled to work more than six (6) consecutive days without a day off, but days off (excluding every second (2nd) weekend off) may be non-consecutive. Where an employee does work more than six (6) consecutive days, pay for the seventh (7th) and subsequent days worked without a day off shall be at the rate of one and one-half (1 ½) times the employee's regular hourly rate.

Notwithstanding Article 15.03, the parties agree that employees working the 23:00 hours to 0700 hour shift in the Nursing Department shall work a schedule including seven (7) consecutive days and Article 15.03 will not apply.

15.04 Forty-Eight Hours Notice:

The Employer will make every reasonable effort to afford employees engaged in shift work at least forty-eight (48) hours notice in advance of assignment to a different shift.

15.05 Call-Back:

When an emergency arises after an employee has left the Employer following completion of their regular shift and the employee is required by the Employer to return to the Employer to perform emergency duties before their next scheduled shift commences, then the employee will be paid at time and one-half (1 ½) for all hours worked with a minimum pay of three (3) hours at time and one-half (1 ½).

15.06 Breaks:

An employee shall receive fifteen (15) minute paid rest period(s) based on the following:

- a) Employees who are paid for a seven (7) or more hour work day shall receive one (1) fifteen (15) minute paid rest period in each half (1/2) of the seven (7) hour work shift;
- b) Employees who are paid for a work day consisting of a shift of four (4) hours or more and up to but not including (7) hours shall receive one (1) fifteen minute paid rest period;

- c) The time for each rest period for each employee will be determined by her/his Supervisor.

15.07 **Pay Cheques:**

Employees shall be paid by direct deposit on a bi-weekly basis on Thursdays' to a financial institution of their choice.

15.08 **Shift Differential:**

Shift differential in the amount of fifty (50) cents per hour shall be payable to all employees whose shift commences between 2:00 p.m. and 6:00 a.m.

Shift premium shall not form part of the employee's regular hourly rate.

15.09 **Weekend Premium:**

A weekend premium in the amount of fifteen (15) cents per hour shall be payable to all employees where the majority of hours worked falls on a weekend as defined in Article 15.02 b). It is understood that the weekend premium is over and above any other applicable premium owed.

15.10 **Call-In:**

Where the Employer requests a part-time employee to report for non-scheduled duty and such request is not received by the employee one (1) hour in advance of the starting time required, the employee will not be docked for the first thirty (30) minutes of duty should the employee be unable to report for the starting time of the shift.

15.11 **Double Shifts:**

When practical, the Employer will refrain from having an employee work a double shift unless the employee's regular schedule allows them to have sixteen (16) hours off duty prior to having to report for another shift.

15.12 **No Pyramiding:**

An employee working overtime shall be paid overtime based on the employee's regular hourly rate of pay. Shift differential, if any, as outlined in Article 15.08 shall not be added to the employee's regular hourly rate of pay prior to the calculation of overtime.

15.13 **Shift Schedule:**

A full-time employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours pay at their regular straight time hourly rate. Part-time employees scheduled to work less than seven and a half (7 ½) hours will receive a pro-rated amount of reporting pay, such pro-rated amount to be not less than two (2) hours' pay. The employee may be required to perform any duties assigned by the Employer that they are capable of performing, if their regular duties are not available.

15.14 **Christmas or New Years - Full-time:**

- a) The Employer shall schedule each employee *off* for four (4) consecutive days at either Christmas or New Year's.

The days ~~off~~ at Christmas shall include December 25th and December 26th and the days off at New Year's shall include December 31st and January 1st. For purposes of clarity, it is understood that no employee will have a right to be scheduled off over Christmas in two (2) consecutive years or over New Year's in two (2) consecutive years.

Clarity Note:

For purposes of clarity days off for employees on the midnight shift shall include December 24th and December 25th.

b) **Christmas or New Years - Part-time:**

The Employer shall endeavour to schedule each part-time employee off on either Christmas or New Year's Day for two (2) consecutive days. The days will be either December 25th and December 26th or December 31st and January 1st. The days will alternate each year.

Where it is not possible to provide such time off for all part-time employees, then the time off will be provided on the basis of seniority.

Clarity Note:

For purposes of clarity days off for employees on the midnight shift shall be either December 24th or December 25th.

ARTICLE 16 - BENEFIT PROGRAMS

16.01 Except as otherwise provided, the Employer will contribute as follows:

a) **Regular Permanent Full-time Employees:**

- i) To Group Insurance, an amount equal to one hundred (100) percent of the premium applicable to the subscribing employee.
- ii) To an Extended Health Care Plan, ten/twenty (10/20) dollars deductible, one hundred (100) percent of the premium cost applicable to the subscribing employee.
- iii) To Semi-private Blue Cross or equivalent, seventy-five (75) percent of the applicable premium.
- iv) To Blue Cross or equivalent Dental Care Plan #9 (current O.D.A. fee schedule), one hundred (100) percent of the premium applicable to the subscribing employee.
- v) The Employer shall contribute towards the cost of optometry examinations to a maximum of seventy-five (75) dollars every twenty-four (24) months.

Vision Care, two hundred and fifty (250) dollars in twenty-four (24) months and Hearing Aid, two hundred and fifty (250) dollars lifetime, seventy-five (75) percent Employer paid, twenty-five (25) percent employee paid. Compulsory.

b) **Preferred Part-Time, Permanent Part-Time and Part-Time Employees:**

- i) To Group Insurance, one hundred (100) percent of the premium being paid by the subscribing employee. It is agreed that enrolment in the Group Insurance is voluntary for preferred part-time, permanent part-time and part-time employees. It is further agreed that said employees shall elect Group Insurance upon completion of probation and then every year thereafter at the time at which they are offered enrolment into OMERS.
- ii) Preferred Part-Time, Permanent Part-Time and Part-Time employees shall receive, in lieu of all fringe benefits (being those benefits paid 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, jury and witness duty and bereavement pay) an amount equal to fourteen (14) percent of their regular straight time hourly rate for all straight time hours paid.
- iii) Effective the first pay period after June 15, 2006, the percentage in lieu payment shall not be reduced by the amount of the Employer's contribution below nine (9) percent for any employee who is in, or comes to be in, the Employer's pension plan (Ontario Municipal Employee's Retirement System). Effective the first pay period on or after December 31, 2006 the percentage in lieu payment shall not be reduced by the amount of the Employer's contribution below ten (10) percent for any employee who is in, or comes to be in, the Employer's pension plan (Ontario Municipal Employee's Retirement System).

16.02 Change of Carrier:

Should a change in carrier be contemplated, such change shall be discussed with the Union before the change is implemented. No such change shall result in a reduction in benefits.

16.03 In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Retirement System (OMERS) as provided by the act. The employer and the employee shall make contributions in accordance with the provisions of the plan.

In addition to the Canada Pension Plan, every part-time employee shall be eligible to join the Ontario Municipal Retirement System (OMERS) as provided by the act. The employer and the employee shall make contributions in accordance with the provisions of the plan.

The parties agree that when an employee has successfully obtained a full time position through the job posting procedure, that the enrollment into the OMERS plan will be delayed until the thirty (30) day trial period has been completed unless the employee has been previously enrolled under the OMERS Plan.

ARTICLE 17 - UNIFORMS

17.01 The Employer shall provide a uniform allowance of sixty (60) dollars per year to each employee who is required by the Employer to wear a uniform. Such allowance shall be provided on the basis of thirty (30) dollars April 1st and thirty (30) dollars October 1st in each year.

17.02 Maintenance employees, upon proof of purchase, will be given fifty (50) dollars yearly in October for safety shoe allowance, where safety shoes are required.

ARTICLE 18 - SENIORITY

18.01 Seniority List:

A seniority list shall be established for all employees covered by this Collective Agreement who have completed their probationary period. The seniority list for the previous calendar year will be posted by bi-weekly. A copy of this list will be provided to the Union.

Preferred Part-Time, Permanent Part-Time and Part-time employees' seniority will be calculated on the basis of hours worked from the date of last hire (except as noted in Article 18.03 c).

18.02 Loss of Seniority:

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

- a) resign;
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) is retired;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- e) has been laid off for twenty-four (24) months;
- f) is laid off and fails to return to work within fourteen (14) calendar days after the employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer.

18.03 Probationary Period:

- a) Every full-time employee shall Serve a probationary period of fifty (50) working days and every preferred part-time, permanent part-time and part-time employee shall serve a probationary period of three hundred and seventy-five (375) hours.

On completion of the probationary period, seniority shall commence from the day on which the full-time employee started employment and, in the case of preferred part-time and permanent part-time, part-time employees, seniority shall be calculated in accordance with Article 18.01.

Probationary employees will be entitled to all rights and privileges of this Collective Agreement, except with respect to discharge. Probationary employees shall not be entitled to apply for any other postings other than their current classification for the first six (6) months of employment or three hundred and seventy-five (375) hours whichever occurs first.

It is understood that an employee will serve only one (1) probationary period in any period of continuous service with the Employer.

- b) **Preferred Part-Time/Permanent Part-Time/Part-Time to Full-Time:**

Preferred part-time, permanent part-time and part-time employees who transfer to full-time employment shall receive credit for all hours worked as a preferred part-time, permanent part-time and part-time employee for purposes of establishing full-time seniority and whether the start or after three (3) months rate is applicable. (For pay rate, progression must be in the same category).

c) **Full-Time to Preferred Part-Time/Permanent Part-Time/Part-Time:**

Full-time employees who transfer from full-time employment to preferred-part-time, permanent part-time and part-time employment shall receive credit for all time worked as a full-time employee for purposes of retaining seniority. Should said employee elect to redeem sick leave credits, seniority shall be retained.

Notice of the employees' decision to redeem sick-leave credits must be forwarded to the Human Resources Department in writing within six (6) months of transfer from full-time to preferred part-time, permanent part-time or part-time.

Sick leave credits vested with the Employer shall not accrue in value, but shall retain a value in accord with the rate of pay in effect at the time of transfer from full-time and shall be available for fifty (50) percent cash-out-provisions in accordance with Article 12.08.

Should the preferred part-time, permanent part-time or part-time employee return to a full-time position, the value of the vested sick leave shall be divided by the existing full-time wage to determine the number of days of sick-leave credit that will be reinstated. Should an employee return to full-time, any new sick leave accrued will not be eligible for pay-out under Article 12.08.

18.04 **Position Outside of Collective Agreement:**

Any employee who is, or has been, transferred or appointed to a position not covered by this Collective Agreement, and later is transferred back to a position, which is governed by this Collective Agreement, and then seniority, which has been accumulated in such supervisory position, shall be counted as service with the Employer.

18.05 **Promotion to Another Position Within Bargaining Unit:**

When an employee is promoted to another position within the bargaining unit and the position to which they are promoted is a higher classification than the position which was held, the employee shall receive immediately on such promotion the first rate for the classification of the new position that will provide an increase in salary.

18.06 **Pay During Temporary Transfer When Requested by Employer:**

When an employee is temporarily assigned to and performs the principal duties of a higher paying classification she/he shall receive the next higher rate of pay than their former rate.

When an employee is temporarily assigned to a lower paying classification she/he shall continue to receive their current rate.

18.07 **Requested Transfer to Lower Classification:**

When an employee requests to be transferred to another position either in their department or in another department which has a lower classification than the position they have been holding, such employee's salary on transfer shall be:

- a) if qualified to carry out the duties and responsibilities of the position to which transferred without further training except orientation, the salary rate in the lower classification immediately below the employee's rate in the higher classification;

- b) failing replacement under (a) above, the employee shall receive the "after three (3) month" rate in the lower classification.

ARTICLE 19 - PROMOTIONS AND TRANSFERS

- 19.01** Promotions or transfers within the bargaining unit shall be awarded to the senior applicant able to meet the normal requirements of the job. Notice of the successful applicant is to be provided to the Union.
- 19.02** The Employer shall post every preferred part-time, permanent part-time, part-time and full-time vacancy and shall post temporary preferred part-time, temporary permanent part-time, temporary part-time and full-time vacancies where the duration of the vacancy is expected to exceed ten (10) weeks. The posting shall be for a period of seven (7) calendar days. A copy of the posting shall be sent to the Secretary of the Union.
The posting shall contain the location of the position, the nature of the position, the required ability and skills, knowledge and education, the wage rate and the normal hours of work.
Employees selected for a temporary vacancy must complete the length of the vacancy prior to bidding on a different temporary vacancy unless the different temporary vacancy commences after the current temporary vacancy has been completed.
- 19.03** The successful applicant shall be allowed a trial period of up to thirty (30) working days, 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 initial posting may be filled on a temporary basis until the trial period is completed.
The trial period shall not apply for temporary transfers in the same classification.
- 19.04** The Employer will post up to three (3) additional vacancies that occur as a result of the filling of an original vacancy.
- 19.05** **Job Postings:**
The original posting and subsequent postings will be numbered as follows:
- | | | |
|----------------|---|--------------|
| Original | - | (year) - 1 |
| Subsequent # 1 | - | (year) - 1/A |
| Subsequent # 2 | - | (year) - 1/B |
| Subsequent # 3 | - | (year) - 1/C |
- A subsequent posting is defined as the position left vacant due to a position being filled.
If there are any positions that have forty (40) or more regularly scheduled hours in a bi-weekly period that are not filled as a result of this process it will begin the posting process over again in the same manner as an original posting.
Positions which are under forty (40) regularly scheduled hours in a bi-weekly period that are not filled by this process will then be posted as an open position and will be filled on a first come basis.
- 19.06** The actual physical filling of vacancies may or may not be delayed until all moves are determined.
- 19.07** The Employer may temporarily fill a vacancy with bargaining unit employees until the posting procedures have been completed.

19.08 If no applications are received from within the bargaining unit the Employer has the right to hire as they so determine.

19.09 **Student Employees:**

Student employees may only apply for and be awarded available student positions.

In the event that a student employee is no longer enrolled in a school program on a full-time basis, the Student employee will have a three (3) month period during which she/he may apply for any available positions for which she/he is qualified under the terms of this Collective Agreement. Thereafter, the student must resign from the student position or be terminated from employment by reason of no longer meeting the definition as a Student employee.

19.10 **Temporary Transfers:**

The Employer recognizes that it is the right of every employee in accordance to Article 19.03, unless otherwise excluded by this Collective Agreement, to apply for and be awarded any position for which she/he is the senior applicant and able to meet the normal requirements of the job posted.

When a temporary position is completed an employee filling the temporary position will be returned to her/his permanent position.

An employee filling a temporary position shall have the right at three (3) month intervals to return to her/his permanent position.

Any subsequent postings of temporary vacancies shall be posted where the remaining duration of the temporary vacancy is expected to exceed eight (8) weeks.

An employee shall only be entitled to hold one (1) permanent position and one (1) temporary position at any one time.

ARTICLE 20 -LAY OFF AND RECALL

20.01 a) **Lay Off and Recall:**

This article shall apply to full-time and preferred part-time, permanent part-time and part-time employees only.

b) **Definition:**

A lay off shall be defined as:

Full-time Employee:

A reduction in the work force or a reduction in the regular hours of work.

Preferred Part-Time, Permanent Part-Time and Part-Time Employee:

An elimination of a position.

20.02 Event of a Lay Off:

In the event of lay off as defined in Article 20.01 above the Employer shall lay off those employee(s) whose position(s) are directly affected, provided that there remain on the job employees who then have the ability to perform the work. An employee who is subject to lay off shall have the right to either:

- i) accept the lay off; or
- ii) displace an employee who has lesser bargaining unit seniority if the employee originally subject to lay off can perform the duties of the available work without training other than orientation. Such employee so displaced shall be laid off.

20.03 Recall:

Any employee shall have opportunity of recall for a period of twenty-four (24) months from a lay off to an available opening, in order of seniority, provided they have the ability to perform the work. The posting procedure in the Collective Agreement shall apply prior to the recall process being implemented.

The Employer shall notify the employees of recall opportunity by registered mail, addressed to the last address on record with the Employer. Notification shall be deemed to be received on the second (2nd) day following the date of mailing. 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 their proper address being on record with the Employer.

20.04 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.

20.05 Employee Recalled to Different Classification:

An employee recalled to work in a different classification or position from which they were laid off shall have the privilege of returning to their position they held prior to the lay-off should it become vacant within six (6) months of being recalled.

20.06 No New Employees:

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, or have been found unable to perform the work available.

20.07 Preference for Temporary Vacancies:

Employees on lay-off 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 lay-off. Seniority and service shall not accumulate during any period of lay-off.

20.08 Lay Off of a Permanent or Long-Term Nature:

In the event of a proposed lay-off at the Employer of a permanent or long-term nature, the Employer will:

- a) provide the Union with no less than thirty (30) calendar days' notice of such lay-off; and
- b) meet with the Union to review the following:
 - i) the reason causing the lay-off;
 - ii) the service the Employer will undertake after the lay-off;
 - iii) the method of implementation including the areas of cutback and employees to be laid off.

20.09 Bed Cut-Back or Cut-Back In Service:

In the event of a substantial bed cut-back or cut-back in service, the Employer will provide the Union with reasonable notice. If requested, the Employer will meet with the Union to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of lay-off in this Collective Agreement. Notice of lay-off shall be in accordance with the provisions of the *Employment Standards Act*.

20.10 Benefits While on Lay-off:

The following clause is applicable to full-time employees only.

In the event of a lay off of an employee, the Employer shall pay its share of the insured benefit premiums up to the end of the month in which the lay-off occurs. The employee may, if possible, under the terms and conditions of the insurance benefit programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay off occurs. Such payment may be made through the payroll office of the Employer, provided that the employee informs the Employer of their intent to do so at the time of the lay-off and arranges with the Employer the appropriate schedule.

20.11 Student Employees:

Lay Off Rights:

A student shall only have the right to displace another student employee who has lesser bargaining unit seniority if the student originally subject to lay off can perform the duties of the available work of another student employee without training other than orientation. Such student employee so displaced shall be laid off.

Recall Rights:

Any student employee shall have opportunity of recall from lay off for a period of twenty-four (24) months following the layoff to another student position available opening, in order of seniority, provided they have the ability to perform the work.

ARTICLE 21 - RETIREMENT

21.01 The pension plan for the Employer shall be the Ontario Municipal Retirement System.

ARTICLE 22 -GENERAL**22.01 Bulletin Board:**

The Employer agrees to make available to the Union a bulletin board in a location to be mutually agreed upon between the Employer and Union. This space shall be used by the Union to post notices having to do with matters coming within the scope of the Collective Agreement. Such notices shall not be posted elsewhere in the building.

22.02 Singular or Masculine:

Wherever the singular or masculine is used in this Collective 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.

22.03 Rights:

- a) Any rights of the Employer which are not specifically mentioned in this Collective Agreement, and which are not contrary to its intention, shall continue in force and effect for the duration of this Collective Agreement.
- b) Any rights of employees in positions covered by this Collective Agreement which are not specifically mentioned in this Collective Agreement, and which are not contrary to its intention, shall remain in full force and effect for the duration of this Collective Agreement.

22.04 Correspondence:

Written correspondence from the Employer to the Union shall be addressed to the Corresponding Secretary of the Union with a copy to the President.

22.05 Technological Change or Mechanization:

Full-Time employees who are displaced by technological change or mechanization shall be given the opportunity to fill another vacancy if capable of doing so and according to seniority, or be given a period of training sufficient to perfect or acquire the skills necessitated by the new methods of operation. During the retraining period there will be no reduction in pay. In the event that the full-time employee after a reasonable training period is unable to acquire the skill required they shall be transferred to another position, if available, at the rate of pay for that position or shall be laid off.

22.06 Work of the Bargaining Unit:

Supervisory personnel of the Employer will not perform duties normally assigned to those employees who are covered by this Collective Agreement except for purpose of instruction, experimentation or when regular employees are not available.

22.07 Contracting Out Of Work:

In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work, which is normally performed by members of the bargaining unit. It is acknowledged that this term will not prohibit the short-term use of outside replacement personnel where regular employees are not available.

22.08 Printing of Collective Agreement:

The Union and the Employer agree to cost share (50/50) the cost of the printing and the distribution of the Collective Agreement.

ARTICLE 23 -JOB CLASSIFICATION AND WAGE RATE

23.01 Attached hereto and forming part of this Collective Agreement is Schedule " A which sets out job classification and wage rates of all employees covered by this Collective Agreement.

23.02 New Classification(s):

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

23.03 Substantial Change to Existing Classification:

- a) If the Employer makes a substantial change in the job content of an exiting classification, which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union to permit the Union to make representation with respect to the appropriate rate of pay.
- b) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration or arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

23.04 In-Service Education:

When mandatory attendance at in-service education and staff meetings is required by the Employer, outside an employee's regular working hours, the employee shall be paid their regular hourly rate for all time spent in attendance.

ARTICLE 24 -TERMINATION AND AMENDMENT

24.01 This Collective Agreement shall continue in full force and effect from January 1, 2005 up to and including December 31, 2006 and shall continue in force from year to year thereafter unless written notice is given by either party within the period of ninety (90) days prior to December 31, 2006.

Dated in Peterborough, Ontario this _____ day of _____ 2006.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

Re: Health Care Aide/Personal Support Worker

The parties agree that employees who are employed as a Health Care Aide/Personal Support Worker who do not hold a Health Care Aide Certificate or a Personal Support Worker Certificate shall be deemed to have a Personal Support Worker Certificate for all purposes falling under this Collective Agreement or for any other reason pertaining to the employee's employment with the Employer.

The parties agree that employees holding a Health Care Aide Certificate prior to July 1, 2001 shall have the Health Care Aide Certificate deemed equivalent to a Personal Support Worker Certificate for the purposes falling under this Collective Agreement or for any other reason pertaining to the employee's employment with the Employer.

Dated in Peterborough, Ontario this _____ day of _____ 2006.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

Re: Christmas/New Years

Contrary to Article 13.09 of the Collective Agreement, the Parties agree to allow full-time employees who regularly work Monday to Friday to save a maximum of two vacation or statutory holidays when required so they may have four consecutive days off at Christmas or New Years as per Article 15.13.

It is understood that consultation with the department manager is required to ensure that staffing provisions within the department are met. The department manager must sign the vacation or statutory holiday request.

Dated in Peterborough, Ontario this _____ day of _____ 2006.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

Notwithstanding Article 16.01 (d) of this Collective Agreement, Organization Development employees, if mutually agreed to between the Employer and employee, may adjust their normal seven (7) hour workday providing that their normal two (2) week period does not exceed seventy (70) hours of work.

Dated in Peterborough, Ontario this _____ day of _____ 2006.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

The parties agree that the following Letter of Agreement will form part of the Collective Agreement up to and including December 31, 2006. The Letter of Agreement will not be part of the replacement Collective Agreement unless agreement is reached to do so between the parties:

Article 16 – Benefit Programs:

The Employer shall continue payment for the following benefits for full-time employees from the date an employee is in receipt of an unreduced pension through the Ontario Municipal Employees Retirement System (OMERS) for a maximum period of ten (10) years provided that the employee has worked for the Employer for a minimum of fifteen (15) years:

- a) Group insurance, an amount equal to one hundred (100) percent of the premium applicable to the subscribing employee.
- b) Extended Health Care Plan, ten/twenty (10/20) dollars deductible, one hundred (100) percent of the premium cost applicable to the subscribing employee.
- c) Semi-private Blue Cross or equivalent, seventy-five (75) percent of the applicable premium Employer paid, twenty-five (25) percent retiree paid.
- d) The Employer shall contribute towards the cost of optometry examinations to a maximum of seventy-five (75) dollars every twenty-four (24) months.

Vision Care, two hundred and fifty (250) dollars in twenty-four (24) months and Hearing Aid, two hundred and fifty (250) dollars lifetime, seventy-five (75) percent Employer paid, twenty-five (25) percent employee paid. Compulsory.

As well as the above, the Employer shall provide as an option to the retiree the dental plan known as Blue Cross or equivalent Dental Care Plan # 9 (current ODA fee schedule) provided the retiree pays one hundred (100) percent of the cost of the premium to carry this benefit.

Following the ten (10) year period, the retiree may request continued coverage, at their own expense. It is the responsibility of the retiree to keep the Employer informed of their current address and to submit such a request.

The Employer's premium assistance may stop or be reduced if any government premium assistance is available, and the employee shall make the necessary application for such assistance.

Dated in Peterborough, Ontario this _____ day of _____ 2006.

FOR THE EMPLOYER

FOR THE UNION

Schedule "A" Hourly Rates

Classification	Start								Interim			Max			
	Start	Interim	Max	Jan./04	Jan./05	Jan./06	Jul./06	Jan./04	Jan./05	Jan./06	Jul./06	Jan./04	Jan./05	Jan./06	Jul./06
Activationist	\$ 15.64	\$ 16.17	\$ 16.56	\$ 14.87	\$ 15.28	\$ 15.51	\$ 15.74	\$ 15.28	\$ 15.70	\$ 15.94	\$ 16.18	\$ 15.65	\$ 16.08	\$ 16.32	\$ 16.56
Cook	\$ 16.98	\$ 17.43	\$ 17.84	\$ 16.05	\$ 16.49	\$ 16.74	\$ 16.99	\$ 16.47	\$ 16.92	\$ 17.17	\$ 17.43	\$ 16.86	\$ 17.32	\$ 17.58	\$ 17.84
Dietary Aide	\$ 15.64	\$ 16.17	\$ 16.56	\$ 14.87	\$ 15.28	\$ 15.51	\$ 15.74	\$ 15.28	\$ 15.70	\$ 15.94	\$ 16.18	\$ 15.65	\$ 16.08	\$ 16.32	\$ 16.56
Environmental Services Aide	\$ 15.64	\$ 16.17	\$ 16.56	\$ 14.87	\$ 15.28	\$ 15.51	\$ 15.74	\$ 15.28	\$ 15.70	\$ 15.94	\$ 16.18	\$ 15.65	\$ 16.08	\$ 16.32	\$ 16.56
General Accounting Clerk	\$ 16.98	\$ 17.43	\$ 17.84	\$ 16.05	\$ 16.49	\$ 16.74	\$ 16.99	\$ 16.47	\$ 16.92	\$ 17.17	\$ 17.43	\$ 16.86	\$ 17.32	\$ 17.58	\$ 17.84
Health Care Aide/Personal Support Worker	\$ 16.98	\$ 17.43	\$ 17.84	\$ 16.05	\$ 16.49	\$ 16.74	\$ 16.99	\$ 16.47	\$ 16.92	\$ 17.17	\$ 17.43	\$ 16.86	\$ 17.32	\$ 17.58	\$ 17.84
Housekeeper	\$ 15.64	\$ 16.17	\$ 16.56	\$ 14.87	\$ 15.28	\$ 15.51	\$ 15.74	\$ 15.28	\$ 15.70	\$ 15.94	\$ 16.18	\$ 15.65	\$ 16.08	\$ 16.32	\$ 16.56
Human Resource Scheduler	\$ 16.98	\$ 17.43	\$ 17.84	\$ 16.05	\$ 16.49	\$ 16.74	\$ 16.99	\$ 16.47	\$ 16.92	\$ 17.17	\$ 17.43	\$ 16.86	\$ 17.32	\$ 17.58	\$ 17.84
Information Services Clerk	\$ 15.64	\$ 16.17	\$ 16.56	\$ 14.87	\$ 15.28	\$ 15.51	\$ 15.74	\$ 15.28	\$ 15.70	\$ 15.94	\$ 16.18	\$ 15.65	\$ 16.08	\$ 16.32	\$ 16.56
Information Services Receptionist	\$ 11.25	\$ 11.96	\$ 12.80	\$ 10.51	\$ 10.80	\$ 10.96	\$ 11.12	\$ 11.30	\$ 11.61	\$ 11.78	\$ 11.96	\$ 12.10	\$ 12.43	\$ 12.62	\$ 12.81
Linens Attendant	\$ 15.64	\$ 16.17	\$ 16.56	\$ 14.87	\$ 15.28	\$ 15.51	\$ 15.74	\$ 15.28	\$ 15.70	\$ 15.94	\$ 16.18	\$ 15.65	\$ 16.08	\$ 16.32	\$ 16.56
Maintenance Worker	\$ 16.98	\$ 17.43	\$ 17.84	\$ 16.05	\$ 16.49	\$ 16.74	\$ 16.99	\$ 16.47	\$ 16.92	\$ 17.17	\$ 17.43	\$ 16.86	\$ 17.32	\$ 17.58	\$ 17.84
Recreational Planner	\$ 16.98	\$ 17.43	\$ 17.84	\$ 16.05	\$ 16.49	\$ 16.74	\$ 16.99	\$ 16.47	\$ 16.92	\$ 17.17	\$ 17.43	\$ 16.86	\$ 17.32	\$ 17.58	\$ 17.84
Registered Practical Nurse	\$ 21.21	\$ 21.27	\$ 21.99	\$ 20.04	\$ 20.59	\$ 20.90	\$ 21.21	\$ 20.40	\$ 20.96	\$ 21.27	\$ 21.59	\$ 20.78	\$ 21.35	\$ 21.67	\$ 22.00
Resident Trust Co-ordinator	\$ 19.94	\$ 20.27	\$ 20.63	\$ 18.84	\$ 19.36	\$ 19.65	\$ 19.94	\$ 19.15	\$ 19.68	\$ 19.98	\$ 20.28	\$ 19.49	\$ 20.03	\$ 20.33	\$ 20.63
Unit Attendant	\$ 11.25	\$ 11.96	\$ 12.80	\$ 10.51	\$ 10.80	\$ 10.96	\$ 11.12	\$ 11.30	\$ 11.61	\$ 11.78	\$ 11.96	\$ 12.10	\$ 12.43	\$ 12.62	\$ 12.81
Red Circled Rates	Start	Interim	Max												
Activationist	\$ 16.61	\$ 17.24	\$ 17.65	\$ 15.93	\$ 16.37	\$ 16.62	\$ 16.87	\$ 16.35	\$ 16.80	\$ 17.05	\$ 17.31	\$ 16.74	\$ 17.20	\$ 17.46	\$ 17.72
Laundry Operator	\$ 15.82	\$ 16.32	\$ 16.75	\$ 15.05	\$ 15.46	\$ 15.69	\$ 15.93	\$ 15.43	\$ 15.85	\$ 16.09	\$ 16.33	\$ 15.84	\$ 16.28	\$ 16.52	\$ 16.77

Student Rates: Seventy-five (75) percent of the above rates.

Probation Period: Full Time = Fifty (50) days of service
Preferred Part-Time, Permanent Part-Time and Part-time = 375 hours of service

- Temporary department transfers of red-circled employees will not affect the job rate of the permanent position upon return to the permanent position.
- Red-circled employees who transfer within their classification will not have their job rate affected.

Any new hires or transfers after July 1, 2001 will be paid the wages stated on Schedule A.

Human Resources to keep master list of those employees that are red circled.

The following people are in red circled positions as of July 1st, 2001 and will be paid the above rates.

Betty Freemantle	Laundry Operator	Gail Wasson	Activationist
Michelle Mathewson	Activationist	Donna Ardt	Activationist
Maria Caravaggio	Activationist	Michelle Hargreaves	Activationist
Dianne Hartwick	Activationist	Joanne Langstaff	Activationist
Alison Payne	Activationist	Ann Thomas	Activationist

Alan Found's rate of pay has been frozen at \$18.93 and does not receive negotiated increases until the rate of the Maintenance Worker reaches his rate.