

COLLECTIVE AGREEMENT

Between

**VICTORIAN ORDER OF NURSES,
THUNDER BAY & DISTRICT BRANCH**
VON Thunder Bay, hereinafter referred to as the “Employer”,

-and-

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)**

hereinafter referred to as the “Union”
and specifically on behalf of the employees
in the collective bargaining unit set forth in Section 2.01(b)
of Article 2 of this Agreement,

OFFICE AND CLERICAL UNIT

Term: April 1, 2008 to March 31, 2011

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ARTICLE 1 GENERAL PURPOSE

- 1.01 The general purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Employer and the Union covered by this Collective Agreement, and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. It is recognized that the parties wish to work co-operatively to provide the best possible community health services to its clients and the public.
- 1.02 The Employer and the Union agree that in interpreting this Collective Agreement, they will comply with the provisions of the Ontario Human Rights Code, the Employment Standards Act and the Ontario Labour Relations Act.
- 1.03 Confidentiality: The Employee shall guard the confidentiality of client information.

ARTICLE 2 SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for all office and clerical employees of the Victorian Order of Nurses, Thunder Bay and District Branch in the City of Thunder Bay, save and except Supervisors, persons above the rank of Supervisor, Confidential Secretary to the **Branch** Director and Management Staff.

ARTICLE 3 UNION SECURITY AND DUES CHECKOFF

- 3.01 The parties agree to the following Union Security provisions covering all employees covered by this agreement;
 - (a) As a condition of employment, all present employees shall become and remain members of the Union.
 - (b) As a condition of employment, all new employees shall be required to become a member of the Union and complete an application for membership in the Union at the time of hire, and shall remain members of the Union.
- 3.02 The Company will deduct from the pay of each employee covered by the Agreement such monthly dues and initiation fees of new employees, as may be adopted by the Constitution of the Union as directed by the Local Union Financial Secretary.

- 3.03 All dues and fees deducted will be remitted to the Local Union Financial Secretary by the 15th of the following month along with a list of names and the amounts of each deduction. The Company will also supply a list of those members who did not have union dues deducted and the reason why no deduction was made. All new employees will be required to pay monthly dues commencing from the first deduction date following the date of employment. No dues deduction shall be made unless they have earned 40 hours pay in a month.
- 3.04 The Financial Secretary of the Local Union will notify the Company of any change in the amount of dues, and/or fees to be deducted in accordance with the CAW Constitution of the Union.
- 3.05 The Union will indemnify and save harmless the Employer from any employee claims and disputes by reason of its acting hereunder.
- 3.06 The Employer shall provide to each employee, on their T4 slip, the total of dues deducted.
- 3.07 Employee Seniority List: Upon the signing of this Collective Agreement, the Employer will furnish the Union office and chairperson with a copy of the employee's seniority list and a revised copy will be supplied April 15th (to include up to March 31st) and October 15th (to include up to September 30th) of each year.
- 3.08 Bulletin Boards:
- (a) The Employer shall provide a Union Bulletin Board in a suitable location.
 - (b) The Union shall have the right to post notices of meetings and such notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to the **Branch** Director or her designate for approval before posting. All outdated notices shall be removed by the Union forthwith.
- 3.09 Union Activities: The Union agrees that neither it nor its officers, agents, representatives, or members will engage in union activities on Employer time or on Employer property except as authorized by this Collective Agreement.
- 3.10 New Employee Interview:
- (a) It is agreed that the Unit Chairperson shall be given an opportunity for interviewing each new employee prior to the completion of their probationary period. Such interviews will not exceed 15 minutes.

- (b) The cost of printing the Collective Agreement will be shared equally by the Union and the Employer.
- 3.11 The Employer shall advise the Union monthly of the names, addresses, telephone numbers, and social insurance numbers of all new employees.

ARTICLE 4 NO DISCRIMINATION

- 4.01 The Employer and the union agree that this agreement shall be applied to all employees without discrimination, intimidation or harassment with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, sexual orientation, handicap, union or non-union membership or activity. Refer to letter of understanding.

ARTICLE 5 DEFINITIONS

5.01 Definitions:

- (a) "Employee" shall include only such persons coming within the scope of the bargaining unit as referred to in Article 2.
- (b)
 - i) A full-time employee is an employee who works more than twenty-four (24) hours per week on a regular basis.
 - ii) A part-time employee is an employee who normally works twenty-four (24) hours or less per week on a regular basis and is paid 14% in lieu of all benefits.
- (c) "Interim/**Contract** Employees"
Employees may be hired for a specified term, not to exceed twelve (12) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further period upon mutual agreement of the union, employee and employer. The period of the employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provisions under the Collective Agreement and any successful applicant who has completed their probation period will be credited with the seniority from date of hire.

The Employer will outline to the employee selected to fill the interim/**contract** position, and to the unit chairperson, the circumstances relating to such employment.

An interim/**contract** employee shall be covered by the terms of the Collective Agreement except as limited hereunder:

- i) An interim/**contract** employee shall not be entitled to insured benefits or vacation leave or paid holidays.
- ii) An interim/**contract** employee whose term exceeds twelve (12) months shall be entitled to seniority rights and only service rights for vacation purposes.
- iii) The Employer shall pay an interim/**contract** employee, in lieu of all fringe benefits and including vacation pay and statutory holiday pay, an amount equal to twelve (12) percent of their regular, straight time hourly rate of pay for all straight time hours worked.
- iv) An interim/**contract** employee shall be paid the base rate for the position occupied.

If it should be determined that the termination of an interim/**contract** employee is arbitrable, the standard to be utilized shall be the same as that for a probationary employee as per ARTICLE 10.01.

- (d) "Unit Chairperson" shall mean an employee of the Employer duly accredited as such by the Union and who has completed their probationary period who has been elected by the members of the bargaining unit.
- (e) "National Representative" shall mean a staff member of National Automobile, Aerospace, Transportation and General workers Union of Canada (CAW-Canada).
- (f) "The Union" shall mean the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada).
- (g) "The Employer" shall mean the Victorian Order of Nurses, Thunder Bay and District Branch.
- (h) "**Branch** Director" shall mean the **Branch** Director of the Victorian Order of Nurses, Thunder Bay and District Branch or Designate.

ARTICLE 6 MANAGEMENT RIGHTS

- 6.01 The Employer retains all the rights of management save insofar as they are modified by this Collective agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the sole right of the Employer to:
- (a) maintain order, discipline and efficiency, and to establish and from time to time alter rules and regulations to be observed by Employees;
 - (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline Employees, provided (subject to Article 9.10) that a claim by an employee of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine the methods, job classifications and content, work assignments, schedules, procedures, programs, locations, equipment, areas in which the Employees work, numbers of Employees and staff requirements.
- 6.02 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.
- 6.03 All matters concerning the operation of the Branch not dealt with herein shall be reserved to the Employer and be its sole responsibility.

ARTICLE 7 NO STRIKE/NO LOCKOUT

- 7.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts so long as this Collective Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O. 1980, C. 228 as amended.

ARTICLE 8 UNION COMMITTEES

- 8.01 Unit Chairperson:
- (a) The Employer agrees to recognize one (1) Unit Chairperson **and one (1) steward** to be elected or appointed from against employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

- (b) The Unit Chairperson may assist in the presentation of any grievance or any Committee function.
- (c) The Union shall keep the Employer notified in writing of the name of the Unit Chairperson appointed or selected under this Article as well as the effective date of the appointment.
- (d) It is agreed that the Unit Chairperson has their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. A Committee Person shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.
- (e) The Unit Chair shall be notified in writing of position changes, layoffs and recalls. The Unit Chair will be notified of any disciplinary meetings (verbally or in writing). Staff letters (excluding personal information) will be copied to the Unit Chair.

8.02 Negotiating Committee:

- (a) The Employer will recognize a negotiating committee which shall consist of two (2) employees or less, selected by the Union.
- (b) The Employer shall be notified of the names of employees selected for this committee. All members of the committee shall be regular employees of the Employer who have acquired seniority.
- (c) The Employer agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Employer up to but not including conciliation/mediation.

8.03 Staff/Management Committee: Where the parties mutually agree that there are matters of mutual concern that it would be beneficial to discuss at a Staff Management Committee Meeting during the term of this Collective Agreement, the following shall apply:

The two (2) employee representatives selected by the Union and two (2) Employer representatives shall meet at least quarterly each year at a time and place mutually satisfactory. The request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed, and agreed to be appropriate for discussion by both parties which shall not include the matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Collective Agreement. The Committee shall mutually determine its own

procedures and the time and frequency of meetings, whether or not other person(s) should attend a particular meeting of the Committee because of the agenda item(s) to be discussed.

- 8.04 Occupational Health & Safety Committee: Recognizes its responsibility under the applicable legislation, the Employer agrees to accept as a member of its Health & Safety Committee, one (1) member selected by the Union from amongst the employees.

ARTICLE 9 GRIEVANCE AND ARBITRATION

- 9.01 For the purpose of this agreement a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any questions as to whether a matter is arbitrable.

For the purpose of this article, reference to “days” relating to steps in the grievance and arbitration procedures shall exclude Saturdays, Sundays, paid holidays and vacations.

- (a) Step I: If an employee believes that they have a complaint or grievance they may discuss it with their immediate supervisor within ten (10) days after the circumstances giving rise to the complaint or their knowledge of it. The employee and supervisor will attempt to resolve the complaint. Failing a settlement within five (5) days, the complaint can be taken up as a grievance within five (5) days following the supervisor’s decision.

The grievance shall identify the nature of the grievance, the employee involved, the date on which the alleged grievance occurred, the remedy sought and should specify the provisions of the collective agreement which are alleged to have been violated.

- (b) Step II: The employee shall submit the grievance in writing to the supervisor. The grievance form will be supplied by the Union. The employee and chairperson shall meet with the supervisor within five (5) days of receipt of the grievance.

Time spent during normal working hours by the chairperson and grievor in processing grievances in accordance with the terms of this article shall be without loss of regular earnings. Permission to leave the workstation during working hours for such purpose shall be first obtained from the supervisor which permission shall not be unreasonably withheld. Failing any settlement the supervisor will respond in writing within five (5) days of the meeting.

- (c) Step III: The grievance may then be submitted to a third step meeting by the chairperson within five (5) days upon receiving the written response of the supervisor. A meeting will be scheduled with the **branch** director or designate and supervisor along with the chairperson and grievor within five (5) days of receipt of the response to the Union, unless extended by mutual agreement of the parties. Also, the Local Union President and/or National Representative may attend such meetings.

Either the Employer or the Union may require that the employer or a member of a group of employees involved in the grievance be present at the Step III Meeting. The decision of Management shall be delivered to the Union in writing within ten (10) days following the date of the meeting.

The grievance procedure in this article shall apply equally to a grievance lodged by a group of employees, or to a Union Policy grievance which an individual grievant could not bring. These grievances may be referred directly to the third step grievance meetings within fifteen (15) days of the events involved or the knowledge of the events.

If the grievance is not resolved it may be referred to arbitration.

9.02 Arbitration:

Should a grievance fail to be resolved the Union may within fifteen (15) days following receipt of Management's response from the third step response notify the employer in writing to move the grievance to arbitration.

The arbitrators will not have the authority to change, modify, amend or add to the collective agreement. In rendering their decisions, the arbitrators will be limited to a consideration of the questions submitted in the notice to arbitrate. The arbitrators decision will be in writing and will be final and binding on the parties.

The Union and the Company may agree upon a sole arbitrator. The parties may submit three (3) nominees for selection, failing a mutual agreement for a sole arbitrator the Union may request the Minister of Labor of Ontario to appoint the arbitrator within ten (10) days of exchanging nominees.

Both parties will share the cost of the arbitrator equally.

- 9.03 An employee called for an interview for the purpose of reprimand, disciplinary action or investigation of same shall have Union

representative present during the interview. An employee shall only be disciplined in the presence of their Union representative. The employee shall be notified in writing on the grounds for discharge, suspension or disciplinary action. A copy of any disciplinary action will be given to the Union.

If an employee believes that they have been unjustly disciplined they may submit a grievance directly to the third step of the grievance procedure within fifteen (15) days of such action. The company will produce at the third step meeting such pertinent disciplinary notices, production, payroll and attendance records pertaining to the aggrieved employee involved as may be necessary for the settlement of the grievance. The Union will produce any pertinent documentation that would assist in resolution of the grievance. No probationary employee may be discharged from employment if the discharge is arbitrary, discriminatory or made in bad faith.

9.04 Time Limits:

No grievance may be processed to arbitration unless it has been properly processed through the grievance procedure with the time limits established within the collective agreement. The parties acknowledge that the time limits set out in this article may be extended by mutual agreement in writing.

9.05 Place of Hearing:

Arbitration Hearings to be held in the city of Thunder Bay.

ARTICLE 10 PROBATIONARY PERIOD & SENIORITY

10.01 Each newly hired full-time employee shall be on probation for four (4) calendar months of active continuous service. During the probationary period, the employee shall be entitled to all rights and benefits of this Collective Agreement except that they may only grieve a termination or disciplinary action on the basis of the standard set out below. Seniority shall be effective from the date of hire.

The parties agree that probationary employees may be dismissed or terminated during the probationary period, in the sole opinion of the Employer, for such consideration as, but not limited to, unsatisfactory work performance, general attitude and suitability as an employee.

10.02 Service: Service shall be defined as length of continuous employment with the Employer.

10.03 Seniority: Seniority shall be defined as length of continuous employment with the Employer in the bargaining unit.

10.04 Where two (2) or more employees commenced work on the same day, the greater seniority shall be given to the employee with the earliest day of application for employment.

10.05 Seniority shall be maintained and accumulated under the following circumstances:

- i) While actively at work.
- ii) During any period of absence on paid sick leave absent due to compensable injury and during such months as are required under the Workplace Safety & Insurance Act.
- iii) During the first seventeen (17) weeks of maternity leave and eighteen (18) weeks of parental leave according to the Employment Standards Act or if requested in writing it will be extended to a maximum of one year.
- iv) During any paid (by the Employer) leave, and for the first thirty (30) days of any unpaid leave.
- v) While on LTD.

10.06 Loss of Seniority: An employee shall lose all seniority and shall be deemed terminated if:

- (a) Employee quits.
- (b) Employee is discharged and the discharge is not reversed through the grievance and arbitration procedure.
- (c) Employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reasonable explanation.
- (d) Employee fails to return to work upon the expiration of the leave of absence or utilize a leave of absence for the purpose other than that which it is granted.
- (e) employee has been laid off for **twenty-four (24)** months;
- (f)
 - (i) within five (5) calendar days after receiving a notice of recall, the employee fails to signify their intention to return to work.
 - (ii) the employee fails to report to work within ten (10) calendar days after they have received notice of recall unless other arrangements have been made between the employee and the employer.

- (g) Employee is absent due to illness or disability which absence continues for sixty (60) calendar months from the time the disability or illness commenced.

This clause will be interpreted consistent with the provisions of the Ontario Human Rights Code, 1981, as amended.

10.07 Accumulation of Seniority

During an unpaid leave of absence exceeding thirty (30) continuous calendar days, the employee will no longer accumulate seniority, (anniversary date to be adjusted accordingly.), nor will they continue to accumulate service for purposes of vacation entitlement and sick leave benefits for that period of the absence exceeding thirty (30) continuous calendar days. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for that portion of the leave of absence without pay which is in excess of thirty (30) calendar days, except where extended by legislation.

10.08 Seniority but not service shall accumulate for the first twelve (12) months of any unpaid sick leave.

10.09 Transfer to Positions Outside of the Bargaining Unit: An employee who is transferred to a position outside of the bargaining unit for a period of up to six (6) months shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. This term may be extended up to a further six (6) months on mutual agreement of the Union, employee and Employer.

ARTICLE 11 LAY-OFFS AND RECALLS

11.01 The lay-off of employees shall be made on the basis of seniority provided that the employees who are entitled to remain on the basis of seniority are able to perform the available work.

11.02 The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than thirteen (13) weeks, notice in writing of her lay-off in accordance with the following schedule.

Up to one year's service	1 week's notice
1 year but less than 3 years' service	2 week's notice
3 years but less than 4 years' service	3 week's notice
4 years but less than 5 years' service	4 week's notice
5 years but less than 6 years' service	5 week's notice

6 years but less than 7 years' service	6 week's notice
7 years but less than 8 years' service	7 week's notice
8 years' service or more	8 week's notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on lay-off and recalled to a temporary position shall not be entitled to further notice of lay-off.

In the event of a proposed lay-off of more than thirteen (13) weeks' duration, the Employer will:

- (a) Provide the Union with no less than three (3) months notice of such lay off, and
- (b) meet with the Union through the Staff Management Committee to review the following:
 - (i) the reason causing the lay-off
 - (ii) the method of implementation including the areas of cut-back and employees to be laid off.
 - (iii) closure and severance

11.03 In all other cases of lay-off, the Employer shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice provided however, such notice shall not be required if the lay-off occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

11.04 An employee who is subject to lay-off shall have the right to either:

- (a) accept the lay-off; or
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to the lay-off is qualified for and can perform the duties of the lower or identical classification without training other than an appropriate familiarization period. In the event an employee is transferred, pursuant to this Article, to another classification carrying a lower rate of pay, they shall receive the rate of pay of the lower rated classification.

In the case of a lay-off, an employee shall be allowed to bump to the same or lower classification if they are qualified and can perform the duties of the classification without training other than appropriate familiarization period of up to two (2) weeks.

- 11.05 An employee laid off under 11.01 shall be recalled to a vacant position in order of seniority, provided that the employee is qualified to perform the available work without training other than an appropriate familiarization period.

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 offered such temporary employment shall not be required to accept such employment and may instead remain on lay-off. Recall procedures shall not apply to temporary vacancies.

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

- 11.07 All employees who are on lay-off will be given a job opportunity provided they are qualified to perform the work available without training other than an appropriate familiarization period before any new employee is hired.

- 11.08 It is the sole responsibility of the employee who is being recalled to notify the Employer on their intention to return to work within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after receiving such notification. 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.

- 11.09 A laid off employee shall retain the rights of recall for a period of **twenty-four (24)** months from the date of lay-off.

ARTICLE 12 JOB POSTING

- 12.01 Where a permanent vacancy occurs in a classification within the bargaining unit which the Employer decides to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted by the Employer for a period of five (5) days excluding Saturday,

Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday, and holidays. All applications are to be made in writing within the posting period. The Employer shall not post the positions to the open market until this posting procedure has been completed. Internal postings shall state CAW bargaining unit.

- 12.02 The postings referred to in Article 12.01 shall stipulate the qualifications, classification, wage range, and a copy shall be provided to the Unit Chairperson.
- 12.03 Employees shall be selected for positions under Article 12.01 on the basis of their qualifications including performance, skill, ability, experience and education. Where these factors are relatively equal among the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted and unsuccessful applicants will be notified.
- 12.04 Vacancies which are not expected to exceed three (3) months or less will not be posted and may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to employees in the bargaining unit who have recorded their interest in writing prior to considering persons not employed by the Employer, except in cases of lay-off where Article 11.05 applies. In considering such employees the criteria for selection in 12.03 shall apply.

An employee selected to fill a vacancy under this Article will be returned to their former position at the completion of this assignment.

- 12.05 The Employer shall have the right to fill a posted vacancy on a temporary basis for three (3) months or less to allow for posting and a completion of arrangements to permit the employee selected to fill the vacancy. No grievance may be filed concerning such temporary arrangements.
- 12.06 The successful internal applicant will be placed in the vacancy for a trial period not exceeding sixty (60) working days and if the employee proves satisfactory, then they shall be considered permanently assigned to the vacancy. If the employee cannot perform satisfactorily or who so requests, shall, upon the giving of twenty (20) working days notice by either the employee or the Employer at any time within the trial period, be returned by the Employer to their former position. The employee may be returned at a lesser time upon mutual agreement. The position left vacant may be filled on an interim basis until the employee has successfully completed their trial period and is confirmed in their position or until the

employee is returned to their former position at former rate of pay, whichever first occurs.

- 12.07 An employee who has not successfully completed a probation period shall be allowed to apply for a job posting, and if they are the successful applicant they shall be required to extend their probationary period for an additional two (2) months and shall be advised of this prior to being placed in the new position.

ARTICLE 13 WORK OF THE BARGAINING UNIT

- 13.01 Employees excluded from the bargaining unit shall not perform duties normally performed by the employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of the employees in the bargaining unit.

ARTICLE 14 OPERATIONAL CHANGES

- 14.01 Where the Employer has decided to introduce a change which will result in the displacement of an employee(s) within the bargaining unit, the Employer will undertake to meet with the Union to consider the minimizing of adverse effects (if any) upon the employee(s) concerned.
- 14.02 If as a result of reorganization or introduction of change in the workplace employees are displaced, the Employer in collaboration with the Union will investigate and utilize avenues of external funding for retraining for re-employment of those displaced.

ARTICLE 15 LEAVES OF ABSENCE

15.01 Bereavement Leave:

- (a) An employee who notifies the Employer as soon as possible following a death in the immediate family shall be granted up to three (3) consecutive working days, without loss of their regular pay for their regularly scheduled hours, up to and including the day of the funeral. "Immediate family" shall mean parent, step-parent, guardian, spouse, (including common-law spouse), child, step-child, mother-in-law, father-in-law, grandparent, grandchild, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

- (b) Where extensive travel is required or in exceptional circumstances additional paid bereavement leave of up to two (2) days may be granted upon request.
- (c) **Employees will be granted one (1) day to attend the funeral of an aunt, uncle, niece or nephew.**

15.02 Education Leave:

- (a) If required by the Employer, an employee shall be granted a leave of absence with pay and without loss of seniority and benefits to write examinations.
- (b) The Employer will endeavour to post notice of training courses they receive that may be of interest to the employees. The posting of such notice does not imply that the employer endorses, sponsors, or will in any way compensate any employee to attend.
- (c) Where employees are required by the Employer or legislation to take courses to upgrade or acquire new employment qualifications or maintain qualification related to the job they currently perform, the employee shall be reimbursed the cost of tuition upon successful completion of the required program. The Employer shall make all reasonable efforts to allow employees to attend required courses during regular working hours without loss of pay. If it is not possible to attend during regular working hours the employee shall be given compensating time off with pay.
- (d) A leave of absence, without pay, to take further education related to the employee's work with the Employer may be granted upon written application by the employee to the Employer. Only one (1) employee may be off at a time on this leave. The employee shall have completed one (1) year of continuous service and the leave shall be granted on the basis of seniority. The Employer shall return the employee to their former position at the end of the leave unless their position has been deleted in which case they shall be given a comparable position.

15.03 Jury and Witness Duty: If an employee is required to serve as a juror in any Court of law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by Subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the employee's duties, 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 they will be required to attend at court;

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

15.04 Pregnancy Leave:

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, unless otherwise amended.
- (b) The employee shall endeavour to give written notification at least four (4) weeks but not less than two (2) weeks, prior to the commencement of her leave together with her expected date of return.
- (c) Credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the seventeen (17) weeks of the pregnancy leave.
- (d) Credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the pregnancy leave.
- (e) During the seventeen (17) weeks of Pregnancy Leave, the Employer will continue to make employer contributions to VON pension, life insurance, accident insurance, extended health and dental plans unless the employee has advised the employer, in writing, that she does not wish to continue to make the employee contributions to such plans.
- (f) The employee shall endeavour to 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 four (4) weeks but not less than two (2) weeks in advance thereof. If an employee intends to return on a date earlier than the original date of return she must give at least four (4) weeks notice.
- (g) The employee shall be reinstated to her former position unless the position has been discontinued. If the position of the employee does not exist the Employer shall reinstate the employee to a comparable position subject to the following consideration for wages as stated in the Employment Standards Act 1993 Section 43 (3).

The Employer shall pay a reinstated employee wages that are at least equal to the greater of,

- (a) the wages the employee was most recently paid by the employer;

or

- (b) the wages that the employee would be earning had the employee worked throughout the leave.

15.05 Parental and Adoption Leave:

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, unless otherwise amended.
- (b) For the purposes 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 her own.
- (c) The employee shall endeavour to give written notification at least four (4) weeks, but not less than two (2) weeks prior to the commencement of her leave together with her expected date of return.
- (d) Credit for service for purposes of salary increment, vacation entitlement, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the first eighteen (18) weeks of the parental leave.
- (e) An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave to a period of up to six (6) months in total duration, consideration being given to any requirements of adoption authorities. Written notice by the employee to extend the parental leave will be given at least four (4) weeks, but not less than two (2) weeks prior to the termination of the initially approved leave.
- (f) Credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the first eighteen (18) weeks of the parental leave.
- (g) During the eighteen (18) weeks of Parental Leave the Employer will continue to make employer contributions to VON pension, life insurance, accident insurance, extended health and dental plans unless the employee has advised the Employer, in writing, that she does not wish to continue to make the employee contributions to such plans.

- (h) The employee shall endeavour to reconfirm her intention to return to work on the date originally provided to the Employer by written notification at least four (4) weeks, but not less than two (2) weeks, in advance thereof. If an employee intends to return on a date earlier than the original date of return she must give at least four (4) weeks notice.
- (i) The employee shall be reinstated to her former position unless the position has been discontinued. If the position of the employee does not exist the Employer shall reinstate the employee to a comparable position subject to the following consideration for wages as stated in the Employment Standards Act 1993, Section 43 (3).

The Employer shall pay a reinstated employee wages that are at least equal to the greater of,

- (a) the wages the employee was most recently paid by the Employer;

or

- (b) the wages that the employee would be earning had the employee worked throughout the leave.

15.06 Full-time Union Office: Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee from the bargaining unit may be on such leave. Such leave, if granted, shall be for a period of 3 years from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave:

- (a) The Employer shall grant leave of absence without pay to a maximum of twenty-five (25) days per calendar year, to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Employer's service.

- (b) In requesting such leave of absence for an employee or employees, the Union must give at least ten (10) days clear notice in writing to the Employer.
- (c) The Employer will pay the regular salary to the employee and bill the Union for the time. Time spent on approved union leave during regularly scheduled hours will be coded as union leave and paid out by the Employer and the Union will be billed for all such time paid.

15.08 Personal Leave: The Employee may request up to three (3) unpaid days for personal leave per year. Personal leaves shall not be unreasonably denied.

15.09 Compassionate Leave: The Employer may grant up to three (3) days with pay in the event of serious illness of parent, spouse, child, brother, sister, parent-in-law, grandparent or grandchild. Requests for leave of absence shall be made in writing if possible and approved by the Employer within twenty-four (24) hours of the request.

15.10 Sick Leave:

- (a) Sick leave means the period of time when an Employee is permitted to be absent from work with full pay due to sickness or accident rendering them unable to perform their regular duties as an Employee and not compensable under Workplace Safety & Insurance Board.
- (b) Sick leave will be granted on the following basis:

The Employee shall accumulate sick time credits at the rate of one and one-half (1 ½) days per month of employment to a maximum of one hundred and twenty (120) days.
- (c) An employee may be required to submit a physician's certificate with respect to any period of time they may be absent from their duties on sick leave. If a physician's certificate is required by the Employer, the Employer shall pay any fee for such certificate which is not payable by any Health Insurance Plan.
- (d) Sick leave benefits will cease on termination of employment or upon retirement or death.
- (e) An employee will not be entitled to sick pay:
 - (i) when absent on pregnancy/parental leave;
 - (ii) during a period of lay-off or leave of absence without pay;

- (iii) during a vacation period, subject to 19.05;
- (iv) for any day on which they are not scheduled to work.
- (f) An employee must make every effort to notify their Supervisor promptly and in advance of their scheduled work day of their inability to report for work due to sickness so that service can be maintained. Supervisors will advise their staff of the appropriate reporting procedures to be followed.
- (g) The Employer will notify each employee of the amount of unused sick leave in their bank annually by January 30th of each year.
- (h) Employees who must be absent during part of their normal working day to engage in medical and dental appointments may do so upon having first requested time off from their respective supervisor. Time granted for medical and dental appointments of half a day or more will be considered sick leave. The employee with the approval of their immediate supervisor, may flex their work hours, including working through their lunch and coffee break(s), to accommodate medical and dental appointment times less than half a day for themselves, their parents, spouse and children.

15.11 Workers' Compensation:

- (a) When an employee is off work due to a compensable injury or disease the employee shall be paid for the day of injury and shall be entitled to draw from sick leave credits until they are issued their first benefit payment from WSIB. Once the employee receives payment from WSIB for the period that the employer has continued to pay the employee, the employee shall reimburse the employer in full for that period of payment.
- (b) The Employer and the Union agree to work together to identify alternate work for employees who need accommodation when returning to work from WSIB. If necessary, a committee comprised of equal participants from the Employer and the Union shall be convened to address such accommodation.
- (c) The Employer will make available to the employee a copy of the Workplace Safety & Insurance Board "Form 7" prior to submitting it to WSIB. However, this shall not restrict the Employer from filing the Form 7 within the mandatory 48 hours. The Employer agrees to provide any other correspondence from the Employer to WSIB regarding an employee's WSIB claim to the injured employee.

ARTICLE 16 HOURS OF WORK

16.01 The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work or days of work per week.

- (a) The normal work day shall be seven and one-half (7 ½) hours excluding a forty-five (45) minute daily unpaid meal period. The normal work day shall begin at 8:15 a.m. and end at 4:30 p.m. The regular work week for all full-time employees shall be thirty-seven and one-half (37 ½) hours.
- (b) The daily and weekly hours of work for part-time and interim/**contract** employees may vary from day to day and week to week.
- (c) The normal work week for part-time employees will be up to twenty-four (24) hours.
- (d) It is understood and acknowledged that the Employer has the right to require employees to perform reasonable authorized overtime work.
- (e) In the event that the Employer decides to introduce weekend and/or evening shifts the Employer will negotiate the implementation of this change.

16.02 Each seven and one-half (7 ½) hour shift includes two fifteen (15) minute rest breaks. When the employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

ARTICLE 17 OVERTIME

17.01 Definition of Straight Time Rate of Pay: For the purposes of calculating any benefit or money payment under this Collective Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule "A" of this Collective Agreement.

17.02 (a) If an employee is required and authorized to work in excess of seven and one-half (7 ½) hours per day, or thirty-seven and one-half (37 ½) hours per week they shall receive, at the option of the Employer, compensating time off without loss of pay, calculated at one and one-half (1 ½) times such overtime hours worked and taken at a mutually agreeable time or alternatively, overtime pay at

one and one-half (1 ½) times the regular straight time hourly rate for such overtime hours worked.

- (b) Banked overtime shall be taken at a time mutually agreed upon between the employee and the Employer within the fiscal year in which it is earned. If mutual agreement cannot be reached, cash payment will be made. When an employee requests time off, the Employer will respond within 7 days.
- (c) Overtime shall be on a voluntary basis where practical. If there are not sufficient volunteers, the Employer may require an employee to work overtime, provided that the employee's accumulated compensating time off will not exceed the number of hours referred to in Article 17.02 (a).
- (d) Overtime shall not be allowed more than once for every hour worked, and there shall be no pyramiding of overtime.
- (e) Overtime must be authorized in advance and in writing by the immediate supervisor.

17.03 Paid Time to Working Time: Time paid by the Employer for bereavement leave, sickness, paid holidays and paid vacations, is to be recognized as time worked for the purpose of calculation of overtime.

17.04 Mileage Allowance: Employees required to use their personal vehicle for work shall be paid a mileage allowance of .3548 dollars per kilometre.

ARTICLE 18 PAID HOLIDAYS

18.01 The Employer recognized the following days as paid holidays for full-time **and part-time greater than half (pro rated)** employees:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Labour Day
Civic Holiday	

In addition to the above listed designated holidays, full-time employees will be granted four (4) float holidays annually. The scheduling of these days will be upon the approval of the Employer. Premium pay will not be paid for working on a float day.

In order to qualify for each paid holiday, a regular full-time employee must work the last scheduled shift immediately prior to the paid holiday, and the

first scheduled shift immediately following the paid holiday unless the employee is absent on:

- (a) paid sick leave;
- (b) paid vacation;
- (c) paid leave of absence;
- (d) approved leave of absence without pay of fifteen (15) or fewer continuous calendar days.

It is agreed that an Employee off work on lay-off or an Employee off work receiving Workplace Safety & Insurance Disability Benefits or pension, or an Employee off work on an approved leave of absence without pay exceeding fifteen (15) continuous calendar days is not eligible for paid holidays or holiday pay from the Employer.

- 18.02 (a) an employee who qualifies and is required to work on any of the above holidays not including floats shall be paid at time and one-half. In addition to the foregoing, any employee who works on a paid holiday shall be given a day off with pay in lieu.
- (b) Where any of the above mentioned holidays falls on an employee's day off, the next scheduled working day, or another day that is mutually agreed, shall be taken as a paid holiday.
- (c) If one of the above mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off with pay, at a mutually agreed upon time.

18.03 Where an employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday such employee shall receive two times their regular straight time hourly rate for such additional authorized overtime.

ARTICLE 19 VACATION

- 19.01 (a) The Employer will endeavour to accommodate the requests with respect to vacation dates subject to the consideration of service needs. Vacation requests shall not be unreasonably denied. If there is a conflict in vacation requests, seniority shall be the deciding factor. Once an employee has been granted a requested vacation period, they may not then exercise their seniority rights to change that vacation period.

- (b) (i) Applications for up to a maximum of two weeks vacation for the months of May 1st to September 30th shall be submitted in writing by April 1st in each year. Once the initial requests have been acknowledged and posted, requests for additional weeks available between May 1st and September 30th will be considered on the basis of seniority for those employees who apply prior to April 21st.

Employees will be notified by April 15th if vacation request is granted or denied.

- (ii) Applications for vacation for the March break and Christmas vacation shall be submitted by September 15th in each year. Request made after this deadline will be granted on a first come first serve basis and seniority will not apply.

Replies to vacation requests submitted after September 15th will be acknowledged within seven (7) days of the request.

- (iii) For short vacation requests (5 days or less) the Employer will endeavor to notify the employee as soon as possible.**

Employees shall be selected for vacation during this period on a rotation basis. Commencing with the seniority list the most senior employees shall be allowed vacation, subject to operational requirements. Once an employee is scheduled for vacation their name goes to the bottom of the list and so on. If employees do not exercise their right their name shall stay status quo on the list. This will provide for employees to have an equal rotation of vacations during the March and Christmas breaks only.

Once an employee has been granted a requested vacation period, they may not then exercise their seniority rights to change that vacation period or change their position on the rotation.

Replies to the above vacation requests shall be acknowledged and posted within fourteen (14) days of the deadline dates and should not be changed except by mutual consent by the employee and the Employer.

Requests made after these deadlines will be granted on a first come first serve basis and seniority will not apply.

All other vacation requests shall be submitted in writing at least one (1) month in advance of the time requested and the Employer shall reply to the request within one (1) week. Exceptions will be considered on an individual basis.

- (c) A newly employed full-time employee may not take any vacation during the first six (6) months of their employment.
- (d) Vacation may only be taken in a minimum block of five (5) days during the initial request for vacation during the periods May 1 – Sept. 30th, and the March Break.

19.02 The vacation entitlement date in any year shall be December 31st.

At the beginning of each calendar year the employer shall inform each employee of the amount of vacation that they will earn in the current calendar year.

19.03 A regular full-time employee employed by the Victorian Order of Nurses shall earn vacation credits at the following rates:

Less than two (2) years continuous service	Five sixths (.83) days Vacation with pay for each full month of continuous service in the vacation year.	10 days
After two (2) full years of continuous service but less than five (5) full years of continuous service.	One and one quarter (1.25) days vacation with pay for each full month of continuous service in the vacation year.	15 days
After five (5) full years of continuous service but less than ten (10) full years of continuous service.	One and two-thirds (1.67) days vacation with pay for each full month of continuous service in the vacation year.	20 days
After ten (10) full years of continuous service but less than twenty (20) full years of continuous service.	Two point zero eight (2.08) days vacation with pay for each full month of continuous service in the vacation year.	25 days
After twenty (20) full years of continuous service.	Two point five (2.5) days vacation with pay for each full month of continuous service in the vacation year.	30 days

19.04 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to them to date of their termination. If vacation has been received by the employee in excess of the vacation earned by the employee in the year of termination, there shall be deducted from the salary of the employee or refunded to the Employer by the employee, an amount equivalent to the pay for vacation received but unearned.

19.05 For employees with paid sick leave entitlement, the following shall apply:

- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the employee may opt to consider the period as sick leave;
- (b) Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

A doctor's note is required the first day of a serious illness and the employer shall be notified on that first day whenever possible. Serious illness is defined as an illness which requires the employee to receive ongoing medical care and/or treatment or surgery.

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.

19.06 Vacations are normally to be taken in the vacation year in which they are earned but with the approval of the Branch Director, vacation credits may be carried over to the next vacation year.

ARTICLE 20 COMPENSATION

20.01 Experience Pay: An employee hired by the Employer with recent and related experience, may claim at the time of hiring, consideration for such experience. Any such claim shall be accompanied by verification of previously related experience.

An adjustment may be made on the following basis for recent experience beyond the minimum requirements of the range for the position category for which the appointment is made

Previous relevant experience will be recognized on the following basis provided the employee has had relevant experience within the last three

(3) years and that each experience has been at least six (6) months duration.

- (i) One increment for each year of VON or comparable experience accumulated within the last five (5) years.

NOTE: 1. The last five (5) years will be considered for establishing initial salary.

- 2. On appointment, the initial salary shall not exceed the third level.

It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

20.02 Promotion to a Higher Classification: When an employee is promoted to a higher classification they shall receive the rate immediately above their current rate in the higher classification, but in any event, an employee shall not suffer any reduction in pay. They will maintain their existing anniversary day for the purpose of the terms of this agreement for purposes of wage progression.

20.03 Temporary Transfer: When an employee assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period of one (1) day or more they shall be paid at a rate of \$4.25 a day for the period of time that they are assigned to that position.

ARTICLE 21 JOB CLASSIFICATION

21.01 (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in

the bargaining unit having regard to the requirements of such classification.

- (b) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.
- (c) The Employer agrees that the jobs that are identified as separate job classes during the pay equity process shall be incorporated into the Schedule "A" of this Collective Agreement as of the date that the pay equity plan is posted for this bargaining unit.

ARTICLE 22 PERSONNEL FILE

22.01 Upon written request, an employee shall have the right to review their personnel file once a year, in the presence of their Supervisor.

If an employee disagrees with any information contained in their personnel record, they may file a rebuttal to the same to be placed in their personnel record.

22.02 All documents shall be brought to the employee's attention, prior to being placed in their file.

The employee may sign and date the document indicating they have read it and shall have the opportunity to disagree prior to it being placed on their file.

22.03 A copy of all written disciplinary action shall be provided to the employee concerned.

22.04 Upon the request of the employee, any letter of reprimand, suspension or other sanction will be removed from the record of the employee twelve (12) months following the receipt of such disciplinary action provided that such employee's record has been free of similar discipline for twelve (12) months of active time at work.

ARTICLE 23 BENEFITS AND INSURANCE

23.01 A VON Pension Plan is maintained at National Office for all full-time employees. Enrolment, participation and the contributions by Employees and the Employer will be in accordance with the terms and conditions of that Plan as set out in the booklet provided at negotiations.

23.02 Retirement Allowance:

When a full-time employee who was employed by the Employer on or before ratification May 8, 1994, retires at age fifty (50) years or some greater age they shall be given, in addition to any other payments due to them, a retirement allowance as follows:

After fifteen (15) years' continuous service – two (2) months' salary.
For each additional twelve (12) months of continuous service, inclusive of vacation, an additional four (4) days' salary up to a maximum of four (4) months' salary for twenty-five (25) years' continuous service.

23.03 i) A VON Group Benefits Plan is maintained at National Office for all full-time Employees. Enrolment and participation will be in accordance with the plan. The Employer agrees to contribute the following amounts toward the Group Benefit Plan premiums:

1. Life Insurance
100% of the billed premiums
2. A. D. & D.
100% of billed premiums
3. Dental
70% of billed premiums
4. Extended Health
70% of billed premiums
5. LTD – 0%
employee pays 100% of billed premium

The above Plan contents should form part of the Collective Agreement, these contents being as per the booklet provided at negotiations of this agreement. During the lifetime of the Collective Agreement expiring March 31, 2004, the parties agree to investigate alternative benefit packages by January 31, 2001.

ii) It is the Employer's responsibility to ensure that the existing benefit coverage is maintained with an insurance carrier on the same terms and conditions that currently exist. Provided this is done, any claims by an employee for benefits under the group benefit plan is a matter solely between such employee and the insurance carrier. Such claims shall not, therefore, be the subject of a grievance or arbitration under the Collective Agreement.

- iii) The Employer shall have the right to select or change any of the carriers in respect of any of the above benefits provided that in the event that any carrier is changed an equivalent level of benefits will be maintained. The Employer will notify the Union of change of carrier.

23.04 An employee on lay-off, long term disability or any unpaid leave of absence is responsible for the entire cost of all of the fringe benefits set out in this Article for the period that the absence is in excess of thirty (30) calendar days except when extended by legislation.

ARTICLE 24 NOTICES

24.01 It shall be the duty of each Employee to notify the Employer promptly of any change of name, address, telephone number or any temporary change in residency. If an Employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such Employee.

24.02 Any notice to any employee under the Collective Agreement may be given personally (either directly or by telephone) or prepaid registered mail addressed to the Employee at their last address shown on the staff list or on the payroll of the Employer and such notice shall be deemed to have been received on the second day following the date of mailing.

ARTICLE 25 TERM

25.01 (a) This Collective Agreement shall continue in effect from the 1st day of April, **2008** until the 31st day of March, **2011**. Either party may give written notice to the other of their intention to amend this agreement within ninety (90) days immediately preceding the expiry date.

- (b) If neither party gives written notice then the agreement shall continue in effect from year to year.

ARTICLE 26 RETROACTIVITY AND WAGES

26.01 Retroactivity: Unless specifically indicated herein, all changes to the Collective Agreement or new clauses shall be effective the date of ratification unless benefit changes require additional time for implementation, and except salaries which will be effective as per the date set out. Wages and salaries payable shall only be paid to those employees on staff at the date of ratification.

26.02 Wages:

All wage increases shall be retroactive to the dates set out in Schedule "A" and retroactivity shall be paid on all ours paid to each employee.

Retroactivity shall be paid on the 2nd pay period after ratification on a separate cheque from regular earnings.

ARTICLE 27 JOB SHARING

27.01 A job share is defined as the sharing of a full time position by two (2) employees on a part time basis. The VON shall have the right to determine how many job share positions it will implement, however, the parties are agreed that for the term of the current agreement no more than three (3) positions will be designated for job sharing.

Only full time positions will be converted to job shares, however, both full and part time employees who have completed their probationary period will be allowed to bid on any job share position that becomes available. Employees wishing to job share must submit their request in writing to their manager. If an employee's request to job share is approved, the following conditions will apply:

1. If a full time employee wishes to share her job, and the VON agrees, the employee will be appointed to work one part of the approved job share. The VON will post the other half of the position in accordance with the job posting language of the current Collective Agreement.
2. If two full time employees who are qualified, jointly request to share one job, and the VON agrees, the job share position will not be posted, however, the resulting full time position will be posted. In the event two full time employees do make a joint request to job share, the most senior employee's job will be the position designated for sharing.
3. Each job sharer will be treated as a regular part time employee for all purposes under the Collective Agreement. Each job sharer will be entitled to benefits and have the option to accept or receive 14% in lieu of such benefits.
4. A job sharer in the same classification will be required to cover for her partner for short-term absences. A job sharer will be allowed to cover any time her partner is off work on regular scheduled hours, where it is determined coverage is needed.

5. Where possible, long term absences will be filled by interim/**contract** employees in accordance with the Collective Agreement. While the job is being filled, the partner will work full time hours unless alternative arrangements can be made. Should the VON be unable to fill the position, the remaining job share partner will be required to work full time hours until her partner returns to work. If partner is unable to work full time hours, the vacant "long term" job share position will be posted internally.
6. Each job sharer will work fifty percent (50%) of the full time schedule unless mutually agreed otherwise between the job sharers and the VON. It is understood that the VON can change the job share back to a fifty percent (50%) split with two (2) weeks notice. With the approval of the employee's manager, the hours may be altered on a short-term basis.
7. If the VON and Union agree to a job sharing arrangement for a vacant full time position, both parts of the job will be posted.
8. If one of the job sharers leaves her position for any reason and both the remaining job sharer and the VON wish to continue the job share arrangement, the vacated portion of the job share shall be posted internally and filled in accordance with the Collective Agreement. The Union will be notified of the job posting.
9. Where there is no successful applicant for the vacant portion of a job share position, or the remaining job sharer does not wish to continue to job share, the position shall revert to full time and the remaining job sharer will be assigned to the vacant job. If the remaining job sharer was previously part time she will be assigned to a vacant part time position. If a part time position is not available she will be required to exercise her rights under the layoff provisions of the Collective Agreement.
10. The VON and the job sharing employees retain the right to assess the job sharing arrangement on an ongoing basis.
11. Either the VON or the Union may terminate an individual job share or the entire job share process with sixty (60 days notice). In the event of a lay-off as a result of termination of a job sharing position, Article 11.02 (a) shall not be in addition to the 60 days notice. Upon receipt of such notice a meeting will be held between the parties to discuss the discontinuation.
12. In the event a job share is terminated, the most senior employee will revert to full time, and the junior employee will be assigned to a

vacant full or part time position depending upon her status prior to job sharing. If no positions are available, the junior job sharer will be required to exercise her rights under the layoff provisions of the Collective Agreement. If the most senior employee was previously part time she will be assigned to a vacant part time position and the junior partner will assume the full time job. If no part time jobs are available she will be required to exercise her rights under the layoff provisions of the Collective Agreement.

13. For vacation relief or long term coverage both job share employees in the same classification will be allowed to share any time required, on an equal basis. If a job share employee declines or does not accept the extra time, it will be offered to their job share partner. In the event of short term coverage required (i.e. illness, LOA) the job share employees will be called by the VON manager on a rotation basis to fill the extra time. Should a job share employee decline the extra time when called, the rotation will remain the same and not be altered.

Dated this _____ day of _____, 2008

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

Victorian Order of Nurses Thunder Bay and District Branch

And

**National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 229**

Workplace Harassment

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practiced by either of them, or by any of their representatives, with respect to any employee because of his/her race, color, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the Legislation of the Province of Ontario.

The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any company facility.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendo's, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,

- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials,
- Refusal to work or converse with an employee because of their racial background or gender,
- Unwanted physical conduct such as touching, patting, pinching, etc.,
- Patronizing behaviour, language or terminology which reinforces stereotypes and undermines self-respect.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

HARASSMENT IS NOT:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

FILING A COMPLAINT:

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Committee person.

INVESTIGATION:

Upon receipt of the complaint, the Supervisor/Committee person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the

Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Manager and the Unit Chairperson.

The Unit Chairperson and the Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

RESOLUTION:

The joint investigators will complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Manager and the CAW Chairperson who will make a determination on an appropriate resolution. The Manager and the Plant Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which his policy was rightfully developed and should be discouraged.

RIGHT TO REFUSE:

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed in principle that in serious cases (life threatening), or when the safety of the employee is being threatened, it may be necessary for that employee to leave the job. The employee must immediately notify management/union prior to leaving. Management and union will immediately investigate the complaint.

Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above, be

developed by CAW and the Company, and will be implemented as a part of this procedure.

The procedure in no way precludes the complainant's right to seek action under the Ontario Human Rights Code. However, both the CAW and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

Dated this _____ day of _____, 2008

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

Victorian Order of Nurses Thunder Bay and District Branch

And

**National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 229**

Minute of Silence For Those Who Have Died In Industrial Accidents

During previous negotiations, the Union requested that a minute of silence be observed annually in memory of those persons who have died in industrial accidents.

Each year on April 28, at 11:00 am, one (1) minute of silence will be observed.

Minute of Silence for Women Who Have Died Due to Acts of Violence

During these negotiations the Union requested a minute of silence be observed in memory of women who died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 a.m.

Dated this _____ day of _____, 2008

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

Victorian Order of Nurses Thunder Bay and District Branch

And

**National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 229**

Re: Caseload Planners – Weekend and Paid Holiday Work

This letter shall be attached to and form part of the Collective Agreement between the parties. The parties agree that Caseload Planners will be required as necessary in accordance with this letter and the Collective Agreement to rotate on an equitable basis weekend and paid holiday work.

1. A Caseload Planner shall not be scheduled more than seven (7) days in a row. Days off may be split with the consent of the Caseload Planner providing she receives at least one (1) period of two (2) consecutive days off and a total of four (4) days off in a fourteen (14) day period.
2. A Caseload Planner will not be scheduled to work more than one (1) weekend in three (3).
3. Caseload Planning schedules will be posted at least four (4) weeks in advance of the first date in the time covered and will cover a four (4) week period. The set Schedule will not be changed once posted without mutual agreement of the parties.
4. Requests for changes in posted schedules must be submitted in writing and co-signed by the Caseload Planner willing to change the assignment.
5. If a Caseload Planner is required and authorized to work in excess of seven and one-half (7 ½) hours per day or seventy-five (75) hours averaged over a two (2) week period, she shall receive, upon mutual agreement of the parties, compensating time off without loss of pay, calculated at one and one-half (1 ½) times such overtime hours worked and taken at a mutually agreeable time or alternatively, overtime pay at one and one-half (1 ½) times the regular straight time hourly rate for such overtime hours worked.

6. Overtime premium will not be duplicated for the same hours worked in excess of the daily hours or in excess of the bi-weekly hours as outlined above, nor will it be pyramided with any other premium payable under this Agreement.
7. Where a Caseload Planner is required to work on a paid holiday or on her scheduled day off and she is required to work additional hours following her full shift on that day, she shall receive two (2) times her regular time hourly rate for such additional hours worked.
8. Additional hours worked as a result of a change in scheduling at the request of a Caseload Planner or exchange of scheduled shifts by two (2) Caseload Planners will not be considered overtime. However, it is understood and agreed that any time worked in excess of a seven and one-half (7 ½) hour shift and approved by the Employer will be paid at overtime rates.
9. A Caseload Planner shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.
10. The Employer Shall meet with the Caseload Planners to discuss the preliminary rotation before a schedule is implemented.

Dated this _____ day of _____, 2008

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

Victorian Order of Nurses Thunder Bay and District Branch

And

**National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 229**

Substance Abuse

The Union and the Company jointly recognize substance use and abuse to be a serious medical and social problem that can be successfully treated. It is in the best interest of the employee, the Union and the Company to encourage early intervention and treatment to assist employees and members of their families towards full rehabilitation. Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities and a continuing education of employees and Union and management representatives alike to recognize and deal constructively with such problems as they arise.

Domestic Violence

During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to standard good faith on the part of the Company, the Union and the affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

VON and CAW express their joining determination to deal cooperatively and constructively with the problem of substance abuse and Domestic Violence.

Dated this _____ day of _____, 2008

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

Victorian Order of Nurses Thunder Bay and District Branch

And

**National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 229**

Paid Education Leave

During the term of this Collective Agreement the Employer agrees to pay a one-time lump sum payment of one hundred (\$100) to the Union's Paid Education Leave Fund.

Dated this _____ day of _____, 2008

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

**VICTORIAN ORDER OF NURSES THUNDER BAY AND DISTRICT BRANCH
(hereinafter referred to as the "Employer")**

AND

**VON OFFICE AND CLERICAL STAFF
National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW - Canada)
Local 229**

Re: Article 27 Job Share Language

The job share arrangement currently in effect will be dissolved effective the date of ratification of the Collective Agreement and the incumbents will revert to part-time status, as defined in Article 5.01 (a) (ii). The incumbents will each maintain their current hours of work.

DATED at Thunder Bay, Ontario, this ____ day of _____, 2008.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

Victorian Order of Nurses Thunder Bay and District Branch

And

**National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 229**

Re: Employee Benefits

The parties agree to establish a committee comprised of two representatives of the Employer and two representatives of the Association to review the VON Canada insured benefit plans with a view to potentially substituting the VON Canada employee benefit plans for the plans under which the members of the bargaining unit are currently covered. The Committee shall complete its review within three months from the date of ratification of this Agreement.

Dated at Thunder Bay, Ontario this 30th day of April, 2008.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

Victorian Order of Nurses Thunder Bay and District Branch

And

**National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 229**

Re: Retirement Allowance

The parties agree that the employees listed below were employed prior to May 8, 1994 and remain eligible to receive a retirement allowance pursuant to Article 23.02 of the Collective Agreement:

**Lucy Michalak
Debby Campbell
Pam MacLean
Tracey Maticic**

Dated at Thunder Bay, Ontario this 30th day of April, 2008.

FOR THE EMPLOYER:

FOR THE UNION:

**Victorian Order of Nurses
Office & Clerical Unit**

WAGE SCHEDULE

Position		Min	2	3	4	5		
Area Secretary	3.0%	Apr. 1/07	16.97	17.33	17.66	18.00	18.38	
			33091.50	33793.50	34437.00	35100.00	35841.00	
	2.5%	Apr. 1/08	17.39	17.76	18.10	18.45	18.84	
			33910.50	34632.00	35295.00	35977.50	36738.00	
	2.5%	Apr. 1/09	17.82	18.20	18.55	18.91	19.31	
			34749.00	35490.00	36172.50	36874.50	37654.50	
	2.5%	Apr. 1/10	18.27	18.66	19.01	19.38	19.79	
			35626.50	36387.00	37069.50	37791.00	38590.50	
	Clerk-Typist	3.0%	Apr. 1/07	16.74	17.12	17.48	17.85	18.22
				32643.00	33384.00	34086.00	34807.50	35529.00
		2.5%	Apr. 1/08	17.16	17.55	17.92	18.30	18.68
				33462.00	34222.50	34944.00	35685.00	36426.00
2.5%		Apr. 1/09	17.59	17.99	18.37	18.76	19.15	
			34300.50	35080.50	35821.50	36582.00	37342.50	
2.5%		Apr. 1/10	18.03	18.44	18.83	19.23	19.63	
			35158.50	35958.00	36718.50	37498.50	38278.50	
Accounts Clerk		3.0%	Apr. 1/07	17.82	18.23	18.66	19.08	19.50
				34749.00	35548.50	36387.00	37206.00	38025.00
		2.5%	Apr. 1/08	18.27	18.69	19.13	19.56	19.99
				35626.50	36445.50	37303.50	38142.00	38980.50
	2.5%	Apr. 1/09	18.73	19.16	19.61	20.05	20.49	
			36523.50	37362.00	38239.50	39097.50	39955.50	
	2.5%	Apr. 1/10	19.20	19.64	20.10	20.55	21.00	
			37440.00	38298.00	39195.00	40072.50	40950.00	
	Caseload Planner	3.0%	Apr. 1/07	19.15	19.52	19.89	20.26	20.63
				37342.50	38064.00	38785.50	39607.00	40228.50
		2.5%	Apr. 1/08	19.63	20.01	20.39	20.77	21.15
				38278.50	39019.50	39760.50	40501.50	41242.50
2.5%		Apr. 1/09	20.12	20.51	20.90	21.29	21.68	
			39234.00	39994.50	40755.00	41515.50	42276.00	
2.5%		Apr. 1/10	20.62	21.02	21.42	21.82	22.22	
			40209.00	40989.00	41769.00	42549.00	43329.00	

Accounts Clerk/
Systems Support

3.0%	Apr. 1/07	19.26	19.67	20.11	20.51	20.94
		37557.00	38356.50	39214.50	39994.50	40833.00
2.5%	Apr. 1/08	19.74	20.16	20.61	21.02	21.46
		38493.00	39312.00	40189.50	40989.00	41847.00
2.5%	Apr. 1/09	20.23	20.66	21.13	21.55	22.33
		39448.50	40287.00	41203.50	42022.50	42900.00
2.5%	Apr. 1/10	20.74	21.18	21.66	22.09	22.55
		40443.00	41301.00	42237.00	43075.50	43972.50

Receptionist

3.0%	Apr. 1/07	15.46	15.85	16.23	16.63	17.01
		30147.00	30907.50	31648.50	32428.50	33169.50
2.5%	Apr. 1/08	15.85	16.25	16.64	17.05	17.44
		30907.50	31687.50	32448.00	33247.50	34008.00
2.5%	Apr. 1/09	16.25	16.66	17.06	17.48	17.88
		31687.50	32487.00	33267.00	34086.00	34866.00
2.5%	Apr. 1/10	16.66	17.08	17.49	17.92	18.33
		32487.00	33306.00	34105.50	34944.00	35743.50

Clerk 1

3.0%	Apr. 1/07	15.70	16.05	16.40	16.72	17.10
		30615.00	31297.50	31980.00	32604.00	33345.00
2.5%	Apr. 1/08	16.09	16.45	16.81	17.14	17.53
		31375.50	32077.50	32779.50	33423.00	34183.50
2.5%	Apr. 1/09	16.49	16.86	17.23	17.57	17.97
		32155.50	32877.00	33598.50	34261.50	35041.50
2.5%	Apr. 1/10	16.90	17.28	17.66	18.01	18.42
		32955.00	33696.00	34437.00	35119.50	35919.00

Clerk 2

3.0%	Apr. 1/07	16.56	16.89	17.24	17.57	17.93
		32292.00	32935.50	33618.00	34261.50	34963.50
2.5%	Apr. 1/08	16.97	17.31	17.67	18.01	18.38
		33091.50	33754.50	34456.50	35119.50	35841.00
2.5%	Apr. 1/09	17.39	17.74	18.11	18.46	18.84
		33910.50	34593.00	35314.50	35997.00	36738.00
2.5%	Apr. 1/10	17.82	18.18	18.56	18.92	19.31
		34749.00	35451.00	36192.00	36894.00	37654.50