

COLLECTIVE AGREEMENT

BETWEEN



CANADA

**VICTORIAN ORDER OF NURSES FOR CANADA –
ONTARIO BRANCH
TORONTO-YORK SITE**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3652**

CUPE

APRIL 1, 2016 – MARCH 31, 2021

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory employment relations between the VON and the employees concerned, to establish and maintain mutually acceptable working conditions, hours of work, and wages for all employees within the bargaining unit, and to provide for the prompt settlement of disputes.
- 1.02 It is recognized that the parties wish to work co-operatively with each other to support the best possible community health services.
- 1.03 It is desirable that matters pertaining to working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 – RECOGNITION AND DEFINITIONS

- 2.01 The Victorian Order of Nurses for Canada–Ontario Branch, Toronto-York Site recognizes the Canadian Union of Public Employees and its Local 3652 as the sole and exclusive Collective Bargaining Agent for all Office and Clerical employees of the Victorian Order of Nurses for Canada-Ontario Branch, Toronto-York Site in the City of Toronto and York Region save and except Supervisors, persons above the rank of Supervisor, the Coordinators of Volunteers and Fundraising, the Executive Assistant to the Executive Director, Administrative Assistants to the Directors, and all Human Resources

and

The Victorian Order of Nurses for Canada–Ontario Branch recognizes the Canadian Union of Public Employees and its Local 3652 as the sole and exclusive bargaining agent for all Peel Nursing and Home Support Client Service Associates and Health Information Specialists in the City of Toronto save and except supervisors and those above the rank of supervisor and those covered by a subsisting collective agreement

and

The Victorian Order of Nurses for Canada–Ontario Branch recognizes the Canadian Union of Public Employees and its Local 3652 as the sole and exclusive bargaining agent for Finance and Payroll employees in the City of Toronto save and except Supervisors, persons above the rank of Supervisor and Human Resources.

2.02 Definitions of Status:

Probationary Employee means a person who has not yet worked and/or completed the probationary period.

Permanent Full-Time Employee means a person who has acquired full time status and is employed for the normal hours of work per week as per Article 13.01(a).

Permanent part time employee means a person is employed for less than normal hours of work per week on a regular ongoing basis as per Article 13.01(a). All clauses in the agreement that refer to vacation, and benefits will be applied on a prorated basis based on regular paid hours in that category.

Term employee means a person who has been hired to replace a permanent full time or permanent part time or probationary employee for a specific period of time; for example, sick leave, Worker's Safety Insurance (WSI), pregnancy leave, parental leave personal leave, or while temporarily performing bargaining unit excluded work. A term employee may also be hired for special projects of a known duration for a period of not greater than 12 months. An extension beyond the 12 months may be mutually agreed to between the Union and the VON.

Casual or Relief Employees means a person who has been hired to cover short term illnesses and leaves; and fluctuations in business.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 VON Toronto-York Region Site retains the right of management save insofar as they are modified by this agreement. Without limiting the generality of the foregoing, VON Toronto-York Region Site retains the sole right to:

- (a) Direct the employees, assign work, hire, discharge, classify, promote, demote, transfer, layoff, suspend and otherwise discipline an employee for cause. A claim that an employee has been improperly classified or has been demoted, discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance.
- (b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas

in which the employees work, number of employees and staff requirements.

3.02 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 4 – NO DISCRIMINATION

4.01 VON Toronto-York Region Site and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or because the employee has exercised the employee's rights under the Collective Agreement or any applicable legislation.

4.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, handicap, or any other factor, which is not pertinent to the employment relationship.

4.03 Sexual Harassment:

(a) The parties agree that sexual harassment by any person employed by VON Toronto-York Region Site will not be tolerated in the workplace.

(b) Sexual harassment is defined as:

- i) inappropriate touching, including touching which is expressed to be unwanted;
- ii) Suggestive remarks or other verbal abuse with a sexual connotation;
- iii) Compromising invitation;
- iv) repeated or persistent leering at a person's body;
- v) demands for sexual favours;
- vi) sexual assault

(c) i) incidents of sexual harassment may be discussed under the grievance procedure and will be handled with all possible confidentiality and dispatch;

ii) where the alleged harasser is the person who would

normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

4.04 The Employer and the Union agree to abide by Bill 168.

ARTICLE 5 – UNION SECURITY

5.01 VON Toronto-York Region Site shall deduct from the total monthly pay due to each employee a sum equal to the regular monthly Union dues of each employee. In the case of new employees, such deduction shall commence in the month following their date of hire.

5.02 Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 10th day of the month following which the dues were levied. The cheque shall be accompanied by a list of the names and classifications of Employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. The list shall also include an amount indicating the total gross wages paid during that month to bargaining unit employees.

5.03 VON Toronto-York Region Site shall provide each employee with a T 4 slip, showing the dues deducted in the previous year for income tax purposes.

5.04 The amount of the regular monthly dues shall be that authorized by the Union and the Union shall notify VON Toronto-York Region Site of any changes therein in writing at least one (1) month prior to the effective date of such change and such notification shall be VON Toronto-York Region Site's conclusive authority to make the deduction specified.

5.05 In consideration of the deducting and forwarding of Union dues by VON Toronto-York Region Site, the Union agrees to indemnify and save harmless VON Toronto-York Region Site against any claims for liabilities arising or resulting from the operation of this Article.

5.06 Orientation

VON Toronto-York Region Site agrees that an officer of the Union or an employee representative shall be allowed a reasonable period of time, not to exceed fifteen (15) minutes, during regular working hours to acquaint new employees with the Union during their orientation period. During such session, membership forms may be provided to the employee.

Orientation sessions shall be scheduled in advance by VON Toronto-York Region Site and may be arranged collectively or individually.

5.07 Correspondence

All correspondence between the Parties arising out of this agreement or incidental thereto, shall pass to and from the Executive Director (or designate) and the President of the Union, or the CUPE National Representative, with a copy to the President of the Union.

5.08 The Union agrees that there will be no Union activity or solicitation for membership on VON Toronto-York Region Site's premises or during working hours except with the written permission of VON Toronto-York Region Site or as specifically provided for in this Agreement.

5.09 A copy of this Collective Agreement shall be issued by VON Toronto-York Region Site to each employee employed by VON Toronto-York Region Site and covered by this agreement and thereafter to each employee employed during the term of this Agreement. The cost of printing the Collective Agreement in a mutually agreeable manner and form will be equally shared by VON Toronto-York Region Site and the Union.

ARTICLE 6 – UNION REPRESENTATION

6.01 A Labour Management Committee shall be established consisting of up to three (3) Union Representatives, one of whom shall be the President of the Local or designate, and up to three (3) Employer Representatives. The purpose of the Committee shall be to review suggestions from employees, questions of working conditions and service (but not grievances concerned with service), to discuss workload issues or concerns, and to review conditions causing grievances and misunderstandings.

The Committee shall meet once every three months or at the request of either party.

Members will receive an agenda five (5) working days in advance.

The chair shall alternate between a Union Representative and an Employer Representative and minutes shall be prepared and distributed by the party that is not chairing the meeting within two (2) weeks of the meeting.

6.02 VON Toronto-York Region Site will recognize a Bargaining committee composed of two (2) employees for the purpose of meeting with VON

Toronto-York Region Site to negotiate renewal agreements. The Union shall have the right to have a National Representative present at negotiations.

- 6.03 The Grievance Committee shall be composed of the President, of the Union plus the Steward directly involved with the grievance. Notwithstanding 6.04, it is understood that VON Toronto-York Region Site shall not be required to pay for more than two (2) employees (including the grievor) to attend any grievance meeting. If the Union requires additional members of the Grievance Committee to be present, they will attend at the expense of the Union. VON Toronto-York Region Site shall continue the employees' regular pay and invoice the Union.
- 6.04 It is understood and agreed that VON Toronto-York Region Site will not pay for more than one (1) employee from the same department at a meeting of one of the above-mentioned committees, except for grievance meetings.
- (a) VON Toronto-York Region Site will pay members of committees at their respective rates of pay for the time spent during their scheduled working hours at meetings with VON Toronto-York Region Site up to but not including conciliation.
 - (b) VON Toronto-York Region Site will not be required to pay employee representatives on the grievance committee or the grievor for time spent at arbitration hearings.
- 6.05 If a Representative must leave their regular duties for a period of time in order to attend to Union business, the Representative will first obtain the permission of their Supervisor. Such permission will not be unreasonably withheld. Upon completion of the Representative's business, the Representative will report to their Supervisor and then return to their regular duties.
- 6.06 The Union shall keep VON Toronto-York Region Site notified in writing of the names of the representatives, committee members and officers of the Local Union appointed or elected under this Article as well as the effective dates of their respective appointments.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURES

- 7.01 A grievance is defined as an alleged difference over the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether it is a matter for arbitration.

7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee has the right to have a steward present.

7.03 It is the mutual desire of the parties to this agreement that differences shall be resolved as quickly as possible and it is understood that an employee has no grievance until the employee has first submitted the complaint to the steward and said steward considers the complaint to be justified and until the employee has given their immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed within five (5) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. After the discussion, the supervisor shall confirm the response in writing.

Step 1

Failing settlement at the complaint stage, the Employee may submit a formal grievance, in writing signed by both the grievor and the Union steward to the employee's Manager stating the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to have been violated within five working days following the supervisor's written response to the complaint. The supervisor shall give a decision within five (5) working days of receipt of the grievance.

Step 2

The employee shall submit the grievance in writing dated and signed to the Executive Director within five (5) working days following the decision at Step 1. A meeting will then be held between the Executive Director and the Employee(s), the Grievance Committee and the Union's National Representative at a time mutually agreeable to VON Toronto-York Region Branch and the Union. The decision of the Executive Director shall be given in writing to the employee(s) within ten (10) working days following the meeting. Should the Executive Director fail to render a decision or the decision is unsatisfactory to the employee(s) or the Union, it may be referred to arbitration.

Clarity Note:

Any reference to Step 3 in this Agreement or in any memoranda, letters of intent, letters of understanding, or ancillary documents, shall be taken to mean Step 2 as referred to in this Agreement.

7.04 Suspension or Discharge

A claim by an employee that the employee has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance signed by both the grievor and the Union steward is lodged by the employee with VON Toronto-York Region Site at Step 2 within five (5) working days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedures by:

- (a) Confirming VON Toronto-York Region Site's action in dismissing the employee;
- (b) Reinstating the employee with or without loss of seniority and with or without full compensation for the time lost;
- (c) By any other arrangement which may be deemed just and equitable.

The parties recognize that a lesser standard for discharging employees may apply during their probationary periods in accordance with Section 43.1 (2) of the Labour Relations Act.

7.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they will present a group grievance in writing, signed by each employee who is grieving and the union steward, to the Executive Director at Step 2 within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. The applicable provisions of Article 7.03, Step 2 shall then apply with respect to the processing of such grievance.

7.06 Policy Grievance

A complaint or grievance shall be presented in writing at Step 2 of the grievance procedure by VON Toronto-York Region Site or the Union President for differences arising directly between VON Toronto-York Region Site and the Union concerning the interpretation, application, or alleged violation of this Agreement within ten (10) working days following the circumstances giving rise to the complaint or grievance. The non-grieving party shall give its decision in writing within ten (10) working days after the meeting. Failing settlement, the grievance may be submitted to arbitration by either party.

7.07 Arbitration

Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within fifteen (15) working days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

The party referring the matter to arbitration shall name a nominee at the same time.

The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within fourteen (14) working days of the nomination of the second of them, select a mutually acceptable third person who shall be the chairperson. If one of them fails to name its nominee, or the two nominees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request by either party.

- 7.08 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance and arbitration procedure.
- 7.09 Each party shall pay its own expenses including those for its nominee and witnesses and the fees and expenses of the chairperson shall be borne equally by the parties.
- 7.10 The Arbitration Board shall not be empowered to alter, modify, add to or amend any part of this Agreement, or to make any decision, which is inconsistent with the provisions of this Agreement.
- 7.11 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle this grievance.
- 7.12 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairperson, will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.13 All agreements under the grievance procedure between the representatives of VON Toronto-York Region Site and the representatives

of the Union will be final and binding upon VON Toronto-York Region Site and the Union and the employee(s).

- 7.14 Time limits will be mandatory unless mutually agreed otherwise.
- 7.15 The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event the provisions of this Article and any other provision that refer to an Arbitration Boards shall apply equally to a single Arbitrator.

ARTICLE 8 – EMPLOYEE FILES

- 8.01 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employees record has been discipline free for the immediately preceding twelve (12) months during which she has worked.
- 8.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, or other employment-related matter is completed with respect to any employee, it shall be reviewed with the employee and the employee shall be given an opportunity to sign the document and indicate in writing any area of disagreement. A copy of the completed performance appraisal will be provided to the employee upon request.
- 8.03 Upon request and after having given reasonable notice, an employee may review their file in the presence of Human Resources personnel and be provided with a copy of any document contained therein.

ARTICLE 9 – SENIORITY

- 9.01 a)
 - (i) Seniority for permanent full time employees shall be defined as length of continuous service with the Employer since last date of hire. Nineteen hundred and fifty (1950) hours equals one (1) year of service for full time employees.
 - (ii) Seniority for permanent part-time and casual employees shall be based on regular paid hours accumulated with the Employer since date of last hire. Eighteen hundred (1800) hours equals one (1) year of service for part-time employees.

- 9.02 a) VON Toronto-York Region Site will keep an up-to-date seniority list which will be a combined list for permanent full-time and permanent part-time and casual staff. The combined seniority list will be posted in a conspicuous place, and VON Toronto-York Region Site will supply a copy of the current combined seniority list to the Union twice a year in January and July. VON Toronto-York Region Site will keep an up-to-date list of all term and casual employees to maintain a service record. A copy of the service record for term and casual employees will be supplied to the Union with a copy of the combined seniority lists twice a year.
- b) Where two (2) or more employees have accumulated the same number of paid hours, the date on the employees' applications shall determine seniority amongst them.
- c) Should a term employee be hired as a permanent employee and successfully complete the probationary period, the employee's unbroken service as a term or casual employee immediately preceding the appointment of permanent status, will be converted into seniority based on regular paid hours accumulated since date of last hire in accordance with clause 9.01.
- 9.03 The probationary period for full-time employees shall be four (4) months worked from date of last hire. For part-time employees, it shall be the greater of four (4) months or six hundred (600) hours.
- 9.04 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
- i) on an approved leave of absence with pay;
 - ii) on an approved leave of absence without pay of thirty (30) continuous calendar days or less;
 - iii) in receipt of paid sick leave;
 - iv) in receipt of Workers' Safety Insurance (WSI) for any injury sustained while in the employ of the Victorian Order of Nurses, Toronto- York Region Site;
 - v) when on pregnancy/parental/adoption leave in accordance with the *Employment Standards Act*.
- (b) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- i) on an approved leave of absence without pay of more than thirty (30) continuous calendar days;
 - ii) on unpaid sick leave;
 - iii) for a period of one (1) year after lay-off;
 - iv) in receipt of Workers' Safety Insurance (WSI) under circumstances other than those mentioned in 9.04 (a)(iv).
- (c) Seniority and service shall be lost and the employee deemed terminated when the employee:
- i) resigns or retires;
 - ii) is discharged and not reinstated under the grievance and/or arbitration procedures;
 - iii) fails to report for duty as scheduled and does not report as sick unless there is a reasonable explanation given to VON Toronto-York Region Site within three (3) days of the employee's failure to report;
 - iv) utilizes a leave of absence for a purpose(s) other than that for which it was granted;
 - v) fails, upon being notified of a recall, to signify their intention to return within five (5) days after the employee has received notice of recall mailed by registered mail to the employee last known address according to the records of and fails to report to work at such time as has been mutually agreed upon by the parties unless there is a reasonable explanation given to VON Toronto-York Region Site;
 - vi) has been on layoff in excess of twenty-four (24) months;
 - vii) is unable to return to work after an absence in excess of twenty-four (24) months.
- (d) VON may permanently fill the position of an employee who receives compensation for an injury sustained in the workplace, for example, Workers' Safety Insurance (WSI) or is absent from work and/or may receive compensation for a non-work related injury and is absent from the workplace in excess of twenty-four (24) months.

9.05 No employee will be transferred to a position outside the bargaining unit without the employee's consent.

An employee presently in the bargaining unit who elects to transfer to a position outside of the bargaining unit may be rehired into the bargaining unit after VON Toronto-York Region Site has complied with the job posting and recall provisions. In such event, the returning employee shall be credited with the seniority, which the employee held immediately prior to transferring out of the bargaining unit for purposes of job opportunity, layoff and other non-monetary benefits and provisions. The employee shall retain their last date of hire with VON Toronto-York Region Site for the calculation of salary and any monetary benefits.

ARTICLE 10 – JOB POSTINGS

- 10.01
- (a) Where a permanent vacancy (including a new position) occurs in a classification in the bargaining unit, VON Toronto-York Region Site will post a notice of such vacancy for seven (7) calendar days and provide a copy to the Union. Written applications for the posted vacancy must be submitted within the period indicated on the notice.
 - (b) Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, and wage range. Such qualifications and requirements shall be those necessary to perform the job function.
 - (c) Employees shall be selected for posted positions on the basis of their skill, ability, experience, qualifications, training and education established by VON Toronto-York Region Site. Where these factors are relatively equal amongst the employees considered, the senior applicant will be given preference provided that she/he is qualified to perform the available work.
 - (d) Should there be no suitable applicants from within the bargaining unit, VON Toronto-York Region Site may hire from outside the bargaining unit.
 - (e) The name of the successful applicant shall be posted on the Union bulletin board.
 - (f) The successful applicant shall be given a trial period of one (1) month, including any required training. In the event the employee proves unsatisfactory in the new position during the trial period, the employee shall be returned to their former position and wage or salary rate, without loss of

seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and wage or salary rate without loss of seniority.

ARTICLE 11 – LAYOFFS AND RECALLS

- 11.01
- (a) A layoff shall be defined as a reduction in the normal hours of work or in the workforce resulting in a surplus of employees in the bargaining unit.
 - (b) If VON Toronto-York Region Site intends to conduct a layoff, it shall layoff employees in reverse order of seniority within their classification provided that the employees who are entitled to remain are qualified to perform the available work on the basis of their skill, ability, experience, qualifications, training and education established by VON Toronto-York Region Site.
 - (c) An employee about to be laid off may bump any employee with less seniority providing the employee exercising the right is qualified to perform the work of the employee with less seniority in accordance with the criteria established in 11.01 (b).
 - (d) The right to bump shall not include the right to bump up. A part-time employee cannot displace a full-time employee and may only bump another part-time employee with less seniority. A term or casual employee has no layoff or recall rights.
 - (e) Employees shall be recalled in order of seniority within their classification provided that the senior employee is qualified to perform the available work on the basis of her/his skill, ability, experience, qualifications, training and education established by VON Toronto-York Region Site. Notice of recall shall be sent by registered mail or courier to the employee's last known address on record. It is the employee's responsibility to keep this information current with VON Toronto-York Region Site.
 - (f) No new employee will be hired when there is an employee(s) on layoff who is qualified in accordance with 11.01 (b) above.

11.02 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Personal Leave

Written requests for personal leaves of absence without pay for educational or personal reasons will be considered on an individual basis by the Executive Director or designate. Such requests are to be submitted as far in advance as possible with a minimum notice of four (4) weeks except in cases of emergency or if VON Toronto-York Region Site determines that service needs and staffing requirements can accommodate a leave on shorter notice. A written reply will be given within seven (7) days' receipt of such request except in cases of emergency in which case a reply will be given as soon as possible. Except in unusual circumstances, a leave of absence other than for educational reasons will not be granted until one year's continuous service has been completed.

For personal leaves, other than those requested for compassionate reasons, employees are required to use their vacation entitlements before leave of absence will be granted.

Leaves to work for other employers will not be granted as personal leaves.

12.02 Union Leave

- (a) Subject to service needs and staffing requirements, leave of absence without pay to attend Union business may be granted to employees based on the following conditions:
 - i) Requests for such leave shall be made in writing by the Union to VON Toronto-York Region Site giving as much notice as possible, with a minimum of ten (10) working days advance notice. VON Toronto-York Region Site shall indicate in writing whether or not the request has been approved.
 - ii) Not more than three (3) employees at any one time be allowed such leave conditional upon such employees not being from the same department.

- iii) Such leave shall not exceed twenty-five (25) cumulative days per fiscal year.
- iv) Where such leave has been granted under subsection (i), VON Toronto-York Region Site shall maintain the employee's salary and benefits. The local union agrees to reimburse VON Toronto-York Region Site in the amount of the daily rate of the employee plus an amount for any applicable subsidized benefits. VON Toronto-York Region Site will bill the local Union within a reasonable period of time.

12.03 An employee who is elected or selected for a full-time position with the Union shall be granted an unpaid leave of absence without loss of seniority for a period of one year. Such leave may be renewed from year to year, upon written request, during the employee's term of office.

12.04 Bereavement Leave:

- (a) An employee who notifies VON Toronto-York Region Site as soon as possible following a death in the immediate family shall be granted up to five (5) consecutive days off work without loss of regular pay for the employee's regularly scheduled hours up to and including the day of the funeral. "Immediate family" shall mean grandparent, parent, spouse, common-law spouse, same sex partner, sibling, child, child's spouse, spouse's parent, grandchild, spouse's grandparent and spouse's sibling.
- (b) Where extensive travel is required or in exceptional circumstances, additional paid bereavement leave of up to two (2) days will be granted at the discretion of the Executive Director. Any such request shall not be unreasonably denied.
- (c) An employee shall be granted one (1) day paid leave to attend the funeral of her aunt or uncle.

12.05 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 party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with VON Toronto-York Region Site, the employee not lose regular pay because of such attendance provided that the employee:

- (a) Notifies VON Toronto-York Region Site immediately after the employee has been notified that the employee will be required to attend court or an inquest;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits with VON Toronto-York Region Site the full amount of compensation received excluding mileage, travel and meal allowances and an official receipt where available.

12.06 Pregnancy and Parental Leave:

Pregnancy and parental leave will be granted in accordance with the provisions of the *Employment Standards Act* as amended from time to time.

12.07 Paternity Leave:

Paternity Leave – a male employee, upon the birth of a child, shall be allowed up to three (3) paid working days leave and for the adoption of a child one (1) paid working days' leave.

ARTICLE 13 – HOURS OF WORK AND SCHEDULING

The following provisions designating regular hours on a daily shift and regular daily shifts over the employees' schedule established by VON Toronto-York Region Site shall not be construed to be a guarantee of the hours of work to be performed on each shift or during each shift schedule.

- 13.01 (a) The regular hours of work for all FULL-TIME EMPLOYEES will be:
 - (i) Seven and one-half (7.5) hours per day, exclusive of a one half (1/2) hour unpaid meal period.
 - (ii) Seventy-five (75) hours per two (2) week period.
- 13.01 (b) The hours of work for PERMANENT PART-TIME EMPLOYEES shall be less than 75 hours per two (2) week period on a predetermined basis.
- 13.01 (c) Casual employees who are employed on a relief basis scheduled on an "as needed basis" shall be scheduled a minimum of four (4) hours per shift.

13.01 (d) The scheduling for weekend duty shall be on a rotational basis, scheduling one (1) weekend of work every three (3) weekends for full time and permanent part time employees. Whenever possible and where operational requirements permit, the Employer will endeavour to schedule employees to work no more than one (1) weekend in four (4).

13.02 In each half day, each employee will receive a fifteen (15) minute paid rest period.

NOTE: For full-time and permanent part-time employees employed as at April 1, 1993 the normal work day shall be seven and one-half (7.5) continuous hours worked between the hours of 0700 and 1800 Monday to Friday exclusive of a one half (1/2) hour unpaid meal period.

This exception will not continue to apply when said employees successfully apply for a position other than that which the presently own.

In case of layoff, an employee who bumps back to the position previously owned, pursuant to Article 11.01 b, shall retain the right described in paragraph 1 of this note.

13.03 Casual employees, and permanent part time employees wishing to make themselves available for extra shifts, must express their availability for such shifts two (2) weeks before the posting of a schedule.

13.04 A casual employee who withdraws their availability on two (2) occasions during the period covered by the schedule will be deemed not available for the period covered by the next schedule. This rule applies for part time employees as far as extra shift are concerned.

13.05 The monthly schedule shall be posted one (1) month in advance.

ARTICLE 14 – PREMIUM PAY

14.01 All time worked in excess of a ten (10) day seventy-five (75) hours in a two-week pay period or seven and one-half (7.5) hours a day shall be considered as overtime subject to the following conditions:

- (i) The employee is pre-authorized by her/his Supervisor to work overtime.

- (ii) Any employee who works overtime, for work assigned to the employee by VON Toronto-York Region Site after the employee has worked a seven and one-half (7.5) hour day, shall be paid at the rate of time and one half (1.5) for all additional hours worked.
- (iii) Any banked overtime that is not taken in each quarter of the VON fiscal year shall be paid out at the appropriate rate at the end of each quarter.
- (iv) All overtime earned in accordance with 14.01 (ii) shall be paid out in the pay period earned.
- (v) All casual and part-time employees who are assigned work in excess of seven and one-half (7.5) hours a day shall receive overtime compensation in accordance with the above conditions. Such compensation will be in the form of payment only.

14.02 Client Service Associates assigned by the Employer to be on-call during off-duty hours to answer emergency telephone enquiries and direct callers to appropriate resources shall be paid two dollars (\$2.00) for each hour he or she is assigned on-call. Such on-call assignments will be pre-assigned on a monthly basis and will be distributed equitably amongst employees based on seniority. Permanent full-time and part-time employees who were hired as a Client Service Associates prior to January 1, 2012, and who do not wish to be considered for on-call assignments must so advise the Employer in writing.

14.03 Effective the first full pay period following the date of ratification, an employee shall be paid a weekend premium of fifty cents (\$.50) per hour for all hours worked between 24:00 hours Friday and 24:00 hours Sunday. The shift premium is not payable for hours for which the employee is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

14.04 Effective the first full day period following the date of ratification, an employee shall be paid a shift premium of fifty cents (\$.50) per hour for all hours worked between 5p.m. and midnight. The shift premium is not payable for hours for which the employee is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

ARTICLE 15 – DESIGNATED HOLIDAYS

- 15.01 (i) VON Toronto-York Region Site agrees to recognize the following as statutory holidays:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |
- (ii) VON Toronto-York Region Site agrees to recognize the following as non-statutory holidays:
- Easter Monday
Civic Holiday
- (iii) Employees in a full time role who were on staff on April 1, 2006, are entitled to a float holiday in addition to those listed above.
- 15.02 (a) A full-time/part-time employee who is required to work on any designated holidays listed in Article 15.01 shall be paid at time and one-half (1 1/2) the employee's regular straight time hourly rate of pay.
- (b) A full-time/part-time employee will be entitled to the designated holiday off with pay, or, if the employee has worked on a designated holiday, a lieu day off with pay will be provided. (For permanent part-time employees, non-statutory holidays will be prorated to the percentage of time worked in the three months preceding the Holiday.
- 15.03 (a) Statutory holiday scheduling shall be divided into four quarters as follows:
- | | |
|-----------------|--|
| First quarter: | December 25, December 26, and January 1 and Family Day |
| Second quarter: | Good Friday and Easter Monday week, Victoria Day Weekend |
| Third quarter: | July 1, Civic Holiday Weekend |
| Fourth Quarter: | Labour Day Weekend, Thanksgiving Day Weekend |

- (b) Full time employees shall be required to work one (1) statutory holiday per quarter as defined in Article 15.03(a). Part time employee shall be required to work a minimum of one (1) statutory holiday per quarter for a total of five (5) statutory holidays a year in total.
- (c) Employees will indicate their preference on holidays they prefer to work by March 15th. Holidays will be scheduled based on seniority where too many employees have indicated a preference to work on the same day. The statutory holiday schedule will be posted by April 15th.
- (d) Lieu days will be taken at such times as are mutually agreed between the employee and the employee's supervisor. Any lieu days that are not taken within sixty (60) calendar days or scheduled by mutual agreement to be taken within the next sixty (60) calendar days of VON Toronto-York Region Site's fiscal year, shall be paid out at the appropriate rate.

ARTICLE 16 – VACATION

16.01 The vacation year shall be the calendar year.

16.02 Full-time employees shall receive vacation on the following basis:

- (a) Employees who have less than one year of full-time continuous employment as of December 31st shall be entitled to a vacation on the basis of .83 days for each completed month of service. If the employee leaves before the end of the first vacation year she/he will receive 4%.
- (b) Employees who have completed one (1) or more years but less than two (2) years of full-time continuous service as of December 31st shall be entitled to a vacation of ten (10) days on the basis of 83 days for each completed month of service;
- (c) Employees who have completed two (2) or more years but less than eight (8) years continuous service as of December 31st shall be entitled to a vacation of fifteen (15) days on the basis of 1.25 days for each completed month of service.
- (d) Employees who have completed eight (8) or more years but less than eighteen (18) years of full-time continuous service as of

December 31st shall be entitled to vacation of twenty (20) days on the basis of 1.667 days for each completed month of service.

- (e) Employees who have completed eighteen (18) or more years but less than twenty-five (25) years of full-time continuous service as of December 31st shall be entitled to a vacation of twenty-five (25) days on the basis of 2.083 days for each completed month of service.
 - (f) Employees who have completed twenty-five (25) or more years of full-time continuous service as of December 31st shall be entitled to a vacation of thirty (30) days on the basis of 2.5 days for each completed month of service.
- 16.03 Permanent part-time employees' vacation shall be prorated to reflect their hours of work. Advancement on the grid shall occur after each block of 1800 regular paid hours.
- 16.04 Casual, relief and term employees shall be entitled to vacation pay in the amount of four percent (4%) of their basic hourly rate. Vacation pay will be paid on each pay period. These employees may request an unpaid personal leave of absence for vacation.
- 16.05 When an employee's employment is terminated by VON Toronto-York Region Site for any reason, full payment for vacation earned, but not taken, will form part of such employee's termination pay. If vacation has been received by the employee over and above the vacation the employee is entitled to pursuant to the terms of this agreement, there shall be deducted from the salary of the employee or refunded to VON Toronto-York Region Site by the employee an amount equivalent to the pay for vacation received without entitlement.
- 16.06 An employee may not change the employee's authorized vacation time without the prior approval of the employee's immediate supervisor.
- 16.07 Vacation may not be carried over from one vacation year to the next. If an employee does not take their accrued vacation by the end of vacation year, the employee will take the vacation by the end of the fiscal year. Requests for any remaining vacation following the calendar year must be submitted in writing by January 30th and will be granted in accordance with the staffing needs of the area. Failure to request vacation by January 30th will result in the Supervisor scheduling the vacation.

16.08 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay.

16.09 (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 period of such illness shall be considered sick leave. The employee shall obtain a physician's certificate at the employee's own expense to cover the period of such illness.

(b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave.

(c) 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.

16.10 There shall be one vacation scheduling period: April to March. Requests for vacations shall be submitted in writing to the appropriate Supervisor by March 15th. Confirmation and posting of the vacation schedule will be by April 15th.

In the case of conflicting requests for vacation, seniority will govern.

Requests made after these dates will be granted in the order received depending on the staffing needs of the department. The Supervisor will confirm the request in writing within one week of receipt.

16.11 Once per year, except for employees who work permanent evenings, employees will not be scheduled to work on a Friday evening; or the Saturday or Sunday prior to the start and end of vacation.

ARTICLE 17 – PENSION, BENEFITS AND SICK LEAVE

17.01 A VON Pension Plan is maintained at the National level. Enrollment, participation and contributions by the employees and the Employer will be in accordance with the terms and conditions of that Plan.

(a) All full-time employees who are presently enrolled in the employer's pension plan shall maintain their enrollment in the Plan. Full time employees' employed, but not yet eligible for membership in the

Plan, shall, as a condition of employment, enroll in the Plan when eligible.

- (b) Part time employees may participate in the VON Canada Pension Plan when eligible.
- (c) The Employer will advise employees upon hiring and again ninety (90) days before their one-year anniversary of their obligations and contributions to the pension plan.

17.02 VON Toronto-York Region Site shall contribute towards the premium coverage of participating full-time and part-time employees in the active employ of the employer under the insurance plans set out below, subject to their respective terms and conditions including any enrollment requirements. For permanent part-time employees, LTD, Life Insurance and AD&D benefits are calculated based on estimated annual earnings.

(a) **Extended Health**

VON Toronto-York Region Site agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of VON Toronto-York Region Site for the Extended Health Care Benefits as provided under the VON National Group Insurance Plan, provided that the balance of the premium is paid by each employee through payroll deductions.

(b) **Life Insurance**

- (i) VON Toronto-York Region Site agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of VON Toronto-York Region Site for Life Insurance coverage as provided under the VON National Group Insurance Plan, which is currently two (2) times the employee's basic annual salary and includes Accidental Death and Dismemberment coverage.
- (ii) An employee may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the plan.

(c) **Dental Plan**

VON Toronto-York Region Site agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the VON Toronto-York Region Site for the Dental benefits as provided under the VON National Group Insurance Plan, provided that the balance of the premium is paid by each employee through payroll deductions.

(d) **Long Term Disability**

- (i) Employees have access to the National Long Term Disability Plan, subject to its terms and conditions on the basis of one hundred percent (100%) employee paid premiums
- (ii) Notwithstanding (i) above, all employees who were employed by the VON Toronto-York Region Site on or before May 7, 2003 will pay fifty percent (50%) of the premiums for Long Term Disability and the Employer will pay the remaining fifty percent (50%).
- (e) For the purposes of this Article, "active employ" excludes absences without pay from VON Toronto-York Region Site in excess of thirty (30) consecutive calendar days. An employee on such leave of absence shall be responsible for full payment of any subsidized employee benefits in which the employee is entitled to participate for the period of absence in excess of thirty consecutive calendar days. The employee may arrange with VON Toronto-York Region Site to prepay the full premium of any applicable subsidized benefit during the period of the leave to ensure the employee's continuing coverage. The employee must provide post-dated cheques in advance. Failure to provide post-dated cheques will result in benefits being cancelled.
- (f) In the case of unpaid leaves of absence because of maternity or parental leave or when an employee is in receipt of Workers' Safety Insurance (WSI) benefits, VON Toronto-York Region Site will continue to pay its share of the subsidized employee benefits for a maximum of thirty-five (35) weeks in the case of maternity/parental benefits, unless the employee indicates in writing that the employee does not wish to continue participation in the benefits plans, and for a maximum of one (1) year in the case of Workers' Safety

Insurance (WSI) benefits unless the employee does not pay the employee's share of the contributions.

17.03 The employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

17.04 The employer shall provide each employee with information booklets outlining the current provisions in the insured benefit plans set out above.

17.05 Sick Leave

Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate personal illness.

- (a) (i) There shall be a Sick Credit Accumulation Bank for each full-time employee in the active employee of VON Toronto-York Region Site. Employees shall accumulate sick credits at the rate of 1.5 days per completed month of full-time work to a maximum of 120 days.
- (ii) Part-time employees' sick leave credits shall be prorated to reflect their hours of work to a maximum accumulation of 120 days.
- (b) Where a full and/or part-time employee is absent from work due to legitimate personal illness, the employee shall not lose the employee's regular straight time earnings their regularly scheduled hours to the extent of the employee's credits in the Sick Credit Accumulation Bank.
- (c) VON Toronto-York Region Site will notify employees of the balance of their sick credits in the Bank upon request.
- (d) An employee may be required, at the time the employee calls in to advise the employee's Supervisor that the employee is ill, or if requested in writing for all future instances, to submit a physician's certificate with respect to any period of time of three days or more for which the employee may be absent from their duties on sick leave. If a physician's certificate is required, VON Toronto-York Region Site shall pay any fee for such certificate, which is not payable by the employee's health insurance plan.

- (e) Notification of illness will be made to the employee's Supervisor.
- (f) Employees may, with the approval of the employer, be allowed to use up to fifteen (15) hours per year of their accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Such permission shall not be unreasonably withheld.
- (g) Family Related Leave
- i) Employees may use up to five (5) days of accumulated sick leave credits per fiscal year to attend to family related matters. Family related leave may be granted for a variety of reasons including, but not limited to:
- Caring for ill family members;
 - Assisting dependant family members at medical and dental appointments;
 - Emergency child care (e.g., school snow days, unavailability of regular care services, etc.) and,
 - Special family functions
- ii) Family related leave may also be used to extend bereavement leave or to provide bereavement leave in circumstances where Article 18.07 – Bereavement Leave – would not apply. However, family related leave may not be combined with vacation leave or paid holidays in order to extend these leaves.
- iii) If an employee does not utilize any or all of the five (5) family related leave days in a fiscal year, such days will not accumulate or be carried forward into the next fiscal year, but rather will remain as accrued sick leave.
- iv) When requesting family related leave, a minimum of five (5) days notice is normally required. In an emergency or urgent situation, leave may be granted with a lesser period of notice.

Requests shall be made in writing stating that leave is requested under Article 17.03 (f) and employees shall provide VON Toronto-York Region Site with a minimum three (3) days notice, except in an emergency.

Leaves shall be granted for periods of no less than one (1) hour.

17.06 Casual/term employees may participate in the VON Toronto-York Region Site Canada Pension Plan in accordance with its terms and conditions.

17.07 In lieu of designated holiday pay set out in Article 15 and the benefits set out in Articles 17.02 and 17.03 and the other benefits set out in this Article, term and casual employees shall receive an amount equal to five percent (5%) of their regular straight time hourly rate. Such amount shall not be included in the base used for purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.

ARTICLE 18 – WAGES AND ALLOWANCES

18.01 Wage rates for the classifications covered by this Collective Agreement are set out in Appendix "A" attached to and forming part of this agreement. Employees shall be paid every other week by direct deposit to their respective banks.

- 18.02
- (a) An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position shall be placed in the range of the higher classification so that the employee shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of the employee's previous classification (provided that the employee does not exceed the wage rate of the classification to which the employee has been promoted).
 - (b) The above paragraph 18.02(a) does not apply to employees who are being trained to work in higher paying positions. During the training period the employee shall receive the rate of pay in the higher paying classification which is closest to, but not lower than, the employee's current rate of pay.

ARTICLE 19 – HEALTH AND SAFETY

- 19.01
- (a) The parties agree to abide by the provisions of the Workplace Safety and Insurance Act (WSIB) R.S.O. 1997 as amended from time to time.
 - (b) An employee may choose to have Union Representation at any meeting relating to the employee's return to work from illness or injury.

19.02 VON Toronto-York Region Site will continue to make adequate provisions for the occupational health and safety of employees. VON Toronto-York Region Site and the Union undertake to consult with a view to adopting and carrying out adequate procedures and techniques intended to prevent or reduce the risk of employment injury.

ARTICLE 20 – GENERAL CONDITIONS

20.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean plural where the context so requires.

20.02 Bulletin Board

VON Toronto-York Region Site will provide the Union bulletin board space in a conspicuous location in the Staff workroom for the purpose of posting notices regarding meetings and other Union business matters. All such notices must be signed by a member of the Union Executive who is employed by VON Toronto-York Region Site. All notices which are not signed by a member of the Union executive may be removed.

20.03 Effective the date of ratification; The Employer agrees to pay travel allowance where employees are required to use their own vehicle to discharge their duties as per the VON corporate rate to employees who, in one day, are required to travel more than one (1) kilometer between assignments (except within one building or complex). The Employer will reimburse any and all legal parking expenses upon production of receipts.

ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Job Description:

VON Toronto-York Region Site agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall become the recognized job descriptions.

21.02 No Elimination of Present Classification:

Existing classifications shall not be eliminated or changed without prior notification to the Union.

21.03 New Classifications:

Where VON Toronto-York Region Site establishes a new classification within the bargaining unit or makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, it shall advise the Union of the classification and the rate of pay. If requested, VON Toronto-York Region Site agrees to meet with the Union to review the appropriate rate of pay for the classification.

Such request for a meeting shall not delay the implementation of the new classification and shall be made within ten (10) working days of notification by VON Toronto-York Region Site. Where the rate is challenged by the Union and the matter is not resolved within ten (10) working days of the meeting, it shall be referred to arbitration within the time limits set out in this Agreement.

ARTICLE 22 – TERMS OF AGREEMENT

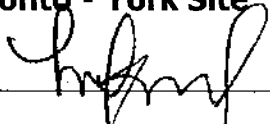
22.01 This Collective Agreement shall be in effect from April 1, 2016 to March 31, 2021 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires to terminate or amend the Agreement in accordance with Article 22.02 below.

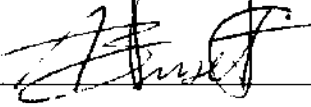
22.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03 If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.


Dated at Toronto, Ontario this 24th day of June 2019.


**For the The Victorian Order of
Nurses for Canada - Ontario Branch
Toronto - York Site**

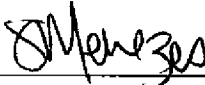




For CUPE & Its Local 3652







APPENDIX "A" SALARY GRIDS (\$) VON TORONTO-YORK REGION SITE

Effective April 1, 2019 – 1% across-the-board (ATB) increase

		START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS
		<i>LEVEL 1</i>	<i>LEVEL 2</i>	<i>LEVEL 3</i>	<i>LEVEL 4</i>	<i>LEVEL 5</i>	<i>LEVEL 6</i>
GRADE 1	Hourly	14.78	14.98	15.21	15.70	16.19	16.68
	Annual	28813.79	29207.69	29660.67	30606.03	31571.09	32516.45
GRADE 2	Hourly	15.99	16.24	16.40	17.09	17.58	18.12
	Annual	31177.19	31669.56	31984.68	33323.94	34289.00	35332.83
GRADE 3	Hourly	16.95	17.28	17.59	17.88	19.27	19.56
	Annual	33048.21	33698.15	34308.69	34860.15	37578.06	38149.22
GRADE 4	Hourly	18.38	18.72	19.11	19.80	20.49	21.19
	Annual	35844.90	36494.84	37262.94	38602.20	39961.16	41320.11
GRADE 5	Hourly	20.60	21.02	21.45	22.30	23.18	24.03
	Annual	40177.80	40985.30	41832.18	43486.56	45200.03	46854.41
GRADE 6	Hourly	22.31	22.77	23.18	24.05	24.67	25.80
	Annual	43506.26	44392.53	45200.03	46893.80	48114.89	50301.03

Effective April 1, 2020 – 1% across-the-board (ATB) Increase

		START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS
		<i>LEVEL 1</i>	<i>LEVEL 2</i>	<i>LEVEL 3</i>	<i>LEVEL 4</i>	<i>LEVEL 5</i>	<i>LEVEL 6</i>
GRADE 1	Hourly	14.92	15.13	15.36	15.85	16.35	16.84
	Annual	29101.92	29499.76	29957.28	30912.09	31886.80	32841.61
GRADE 2	Hourly	16.15	16.40	16.57	17.26	17.76	18.30
	Annual	31488.96	31986.26	32304.53	33657.18	34631.88	35686.16
GRADE 3	Hourly	17.12	17.45	17.77	18.06	19.46	19.76
	Annual	33378.69	34035.13	34651.78	35208.75	37953.84	38530.71
GRADE 4	Hourly	18.57	18.90	19.30	19.99	20.70	21.40
	Annual	36203.35	36859.78	37635.57	38988.22	40360.77	41733.31
GRADE 5	Hourly	20.81	21.23	21.67	22.52	23.41	24.27
	Annual	40579.58	41395.15	42250.50	43921.43	45652.03	47322.95
GRADE 6	Hourly	22.53	22.99	23.41	24.29	24.92	26.05
	Annual	43941.32	44836.46	45652.03	47362.73	48596.03	50804.04

APPENDIX "B" - JOB TITLES

GRADE 1

Health Records File Clerk

GRADE 2

Switchboard Operator

Data Entry Clerk

Volunteer Services Assistant

GRADE 3

Finance Clerk

Employee Payroll Coordinator

Employee Payroll Verification

Employee Service Representative

Health Information Specialist

GRADE 4

Buyer

Senior Clerk

Administrative Assistant

Client Service Associate

GRADE 5

Administrative Coordinator

Client Services Associate Team Leader

Employee Payroll Specialist

GRADE 6

Vacant

LETTER OF UNDERSTANDING #1

BETWEEN:

VICTORIAN ORDER OF NURSES FOR CANADA ONTARIO BRANCH TORONTO - YORK REGION SITE

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3652

Re: Client Service Associate

Employees working in the Client Service Associate (CSA) classification will be covered by the Collective Agreement except where modified by this Letter of Understanding.

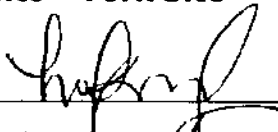
- a) Articles on hours of work, scheduling, vacation, compensation and weekend work will apply except as specifically modified herein.
- b) (i) A normal shift may vary in length from seven and one half (7.5) hours to ten (10) hours. The hours of each shift will be predetermined and posted on the work schedule at least one (1) month in advance. Such schedules will not be changed without one (1) weeks notice, except by mutual consent.
(ii) Employees may be scheduled to work a twelve (12) hour shift by mutual agreement.
- c) Part-time CSA's may be scheduled for shifts of less than seven and one half (7.5) hours. The minimum shift will be four (4) hours.
- d) Each scheduled shift of seven and one half (7.5) hours will be inclusive of two (2) fifteen (15) minute paid breaks and exclusive of one-half (1/2) hour unpaid meal break. A shift of ten (10) hours will be inclusive of two (2) fifteen (15) minute paid breaks and exclusive of a forty-five (45) minute unpaid meal break, and a shift of twelve (12) hours will be inclusive of three (3) fifteen (15) minute paid breaks and exclusive of a forty-five (45) minute unpaid meal break.
- e) CSA's will normally be required to work one (1) weekend in three (3) but may be required to work alternate weekends as operationally required. Should alternate weekends be operationally required, the Employer will first seek volunteers; if there are no volunteers, the Employer will schedule in reverse order of seniority (part-time and casual first, then full-

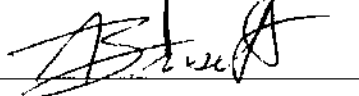
time). Weekend shifts will be assigned on a rotational basis and any extra weekend shifts will be offered in order of seniority.

- f) Daily overtime will be paid at a rate of time and one-half (1.5) for all hours in excess of seven and one half (7.5) hours, ten (10) hours or twelve (12) hours depending on the length of the scheduled shift. All time worked in excess of seventy-five (75) hours in a two (2) week period shall be considered as overtime and shall be paid at a rate of time and one-half (1.5).
- g) For the purpose of accumulation of leave credits, including Article 16 – Vacations, and Article 17 – Sick Leave, a “day” is defined as seven and one-half (7.5) hours. Employees on an approved paid leave of absence, including vacation and sick leave, shall receive payment for all scheduled hours not worked, to the extent of their available accumulated leave credits.
- h) Employees who work on one of the paid holidays set out in Article 15, shall be paid at the rate of time and one half (1.5) their regular straight time rate for all hours worked on such holiday. Employees who are entitled to an additional day off for working a paid holiday, shall receive seven and one-half (7.5) hours pay for such day at their straight time rate of pay or have such hours banked at the employee’s option.

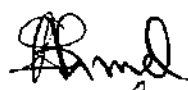
Dated at Toronto, Ontario this 24th day of June 2019.

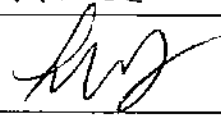
**For the The Victorian Order of
Nurses for Canada - Ontario Branch
Toronto - York Site**

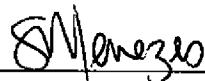




For CUPE & Its Local 3652







LETTER OF UNDERSTANDING #2

BETWEEN:

**VICTORIAN ORDER OF NURSES FOR CANADA ONTARIO BRANCH
TORONTO - YORK REGION SITE**

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3652**

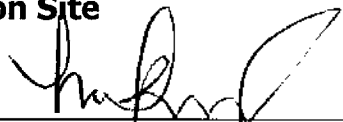
Re: Team Lead – Client Service Associate

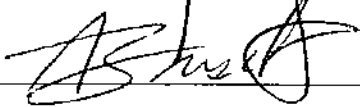
The parties agree that the position of Team Lead – Client Service Associate receive a premium rate of an additional \$0.50/hour over the appropriate Grade 5 rate outlined in Appendix "A". Such premium rate shall be compensation for the Team Lead – Client Service Associate's inclusion in the on-call rotation, not to exceed 1/3 of the employee's non-scheduled hours.

The parties further agree to incorporate this letter into the body of the Collective Agreement during the next round of negotiations.


Dated at Toronto, Ontario this 24th day of June 2019.


**For the VON Toronto-York
Region Site**

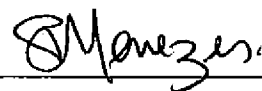




For CUPE & Local 3652







LETTER OF UNDERSTANDING #3

BETWEEN:

**VICTORIAN ORDER OF NURSES FOR CANADA ONTARIO BRANCH
TORONTO - YORK REGION SITE**

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3652**

Re: Shift Flexing

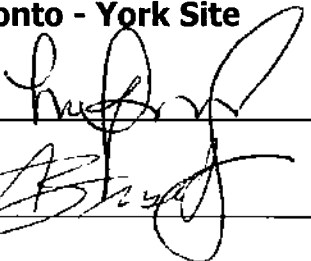
For the duration of this collective agreement the Employer agrees to continue the pre-certification practice of allowing for shift flexing arrangements for the following employees:

Abada, Sara
Ahmed, Shayeqe
Daly, Sean
Goldson, Maxine
Lee, Lehoa
Llorente, Cresencia
Loharia, Sandeep
McKeil, Katherine
Pastorcic, Nelfa
Styles, Paula
Zhang, Jie

Employees shall have the right to flex the start time of their shifts.

Dated at Toronto, Ontario this 24th day of June 2019.

**For the The Victorian Order of
Nurses for Canada - Ontario Branch
Toronto - York Site**



For CUPE & Its Local 3652

