



**Village on the St. Clair**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**VILLAGE ON THE ST. CLAIR**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3678**

**JANUARY 1, 2022 – DECEMBER 31, 2024**

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## **ARTICLE 1 – PURPOSE**

- 1.01 It is the purpose of both parties to this Agreement:
- (a) To maintain harmonious relations between the Employer and the Union and provide settled and just conditions of employment.
  - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, etc.
  - (c) To encourage efficiency in operation.
  - (d) To promote the morale, well being and security of all employees in the bargaining unit, and all residents in the facility.
  - (e) To acknowledge that the Employer is bound by its license agreement under the Retirement Homes Regulatory Act and in particular all issues related to Residents Rights and Abuse.

## **ARTICLE 2 – MANAGEMENT’S RIGHTS**

- 2.01 The Union recognizes and acknowledges that the management of the Home and direction of the work force are fixed exclusively with the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order and efficiency;
  - (b) Determine schedules, qualifications, shifts, hours, the content of jobs and to assign work to employees:
  - (c) Determine the place, means, methods, processes and schedules of service, numbers of employees, extension, limitation, curtailment or cessation of operations or any part thereof, and the service to be provided;
  - (d) Hire, classify, promote, demote, retire, layoff or transfer employees;
  - (e) Suspend, discipline, or discharge employees for just cause. Should an employee believe he or she was discharged, suspended or disciplined without just cause the employee shall have the right to the grievance procedure spelled out in this collective agreement.
  - (f) Make, and alter, from time to time, rules and regulations, policies and procedures to be observed by the employees. The Employer

shall communicate any new rules and regulations to the Union prior to their implementation, and post such on bulletin boards. The Employer agrees that such rules and regulations will not be in conflict with the Collective Agreement;

- (g) Plan, direct, and control Village on the St. Clair operations.

### **ARTICLE 3 – RECOGNITION AND NEGOTIATION**

3.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of Village on the St. Clair save and except supervisors, persons above the rank of supervisor, registered, graduate and undergraduate nurses, professional medical staff, paramedical employees, activation director, office and clerical staff.

**Note:** The term supervisor in this clause shall be deemed to include the positions of Food Services Manager and Evening Building Manager. No employee shall make an agreement which conflicts with the terms of this Collective Agreement.

3.02 The Employer acknowledges the Union's right to select or otherwise appoint not more than four (4) stewards. The names of the stewards shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been so notified.

3.03 The Union recognizes and agrees that the employees covered by this Article have regular duties to perform in connection with their employment, and unless specifically authorized by this Agreement, the work of the stewards shall not be carried on during working hours. It shall be the duty and function of said stewards to assist in the carrying out of the terms and provisions of this Agreement including the adjustment of all grievances and complaints.

3.04 The right of the stewards to leave their work without loss of basic pay to attend to servicing of employee complaints and or alleged grievances (excepting Arbitration hearings) is granted on the following conditions:

- (a) The time spent shall be devoted to the prompt handling of necessary business.
- (b) The steward concerned shall obtain the permission of the Manager concerned before leaving his/her work.

- (c) The steward must not enter a department or area other than his/her own, without explaining to the supervisor of such department or area his/her purpose before proceeding into the area.
  - (d) The Employer reserves the right to limit such time if it deems the time so taken to be excessive or interfering with the operations of the Home.
  - (e) In the application of this Article, there shall be no suspension of work by any employee without the expressed permission of the employee's supervisor. Such permission shall not be unreasonably withheld.
- 3.05 The Union shall have the right to appoint two (2) members of the Bargaining Unit to the Negotiation Committee. The members of this committee shall not suffer a loss of wages as a result of attending at negotiations, up to and including conciliation.

#### **ARTICLE 4 – UNION MEMBERSHIP**

- 4.01 The management of the Village agrees that membership and activity in the union is reasonable. Both parties agree that membership in the union is voluntary. Both parties also agree not to discriminate against any employee because of his/her membership, or non-membership, activity or non-activity, in the union. Notwithstanding an employee's membership, or non-membership in the union, the employer will deduct union dues in accordance with Article 5.

#### **ARTICLE 5 – CHECK OFF OF UNION DUES**

- 5.01 The Employer shall deduct from each pay of every employee any dues, initiation fees, and/or assessments levied by the Union on its members.
- 5.02 Deductions:  
Deductions shall be forwarded to the National Secretary Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list indicating all employees from whom dues have been deducted, together with a list of additions and deletions from prior month's listing.
- 5.03 The amount of dues shall be shown on the employee's T4 slip.

- 5.04 The Union shall indemnify and save harmless the Employer from any liability brought by an employee against the Employer for deductions of said union dues.

**ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

- 6.01 The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in articles with Union Security and Dues Check-off.
- 6.02 As soon as possible after the commencement of employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. An officer of the Union shall be given the opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union. Interviews under this provision must be scheduled with the agreement of the supervisor of the newly hired employee as well as the supervisor of the union representative, if applicable. Such permission shall not be unreasonably withheld.

**ARTICLE 7 – CORRESPONDENCE**

- 7.01 All correspondence between the parties to the agreement shall pass from the Employer to the president and recording Secretary of the Union, and from the Union to the Administrator or designate or to or from the National Representative as necessary.

**ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE**

- 8.01 Issues of mutual concern which are not the subject of negotiations shall be submitted to a Labour Management committee in order to promote efficient and effective labour relations. The parties agree to hold Labour Management meetings on a quarterly basis, unless agreed otherwise by the parties.
- 8.02 The Committee shall be comprised of an equal number of representatives from the Union and the Employer with designated rotating Chairpersons and Recording Secretary, alternating between Union and Management.

Agenda items shall be collected by the Chair no less than one (1) week in advance of meetings. Minutes of meetings shall be shared between the parties within one (1) week of each meeting and posted once agreed to by the parties.

- 8.03 Each member of the Labour Management Committee shall receive his/her regular pay for all regularly scheduled working hours lost due to attendance at meetings with the representatives for the Employer pursuant to article 8.01 of this Agreement.
- 8.04 In situations where the CUPE National Representative or the Employer Head Office Representative plan to attend the meeting an advanced notice of one week shall be provided to the other party.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### 9.01 Definition of a Grievance:

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

### 9.02 Complaint Stage

An employee with a complaint shall attempt to resolve such complaint in a meeting with her immediate supervisor within five (5) business days of the occurrence giving rise to the complaint.

#### Step 1

If a satisfactory solution is not reached within five (5) business days of the aforementioned meeting, the employee involved may submit the grievance to the steward and/or another member of the Grievance Committee.

The steward may then submit the written grievance to the Executive Director or designate who shall respond in writing within five (5) business days upon receipt of the written grievance. Such grievance shall state the provisions which are alleged to have been violated, the remedies sought, and shall provide a space for the resolution of the grievance.

#### Step 2

If the response from the executive Director or designate is not satisfactory to the Grievance Committee, the parties shall arrange a

meeting within five, (5) business days of receipt to the Executive Directors or designate response to discuss the grievance. The meeting shall be attended by the Grievor(s), their local union representative(s) and the Executive Director or designate. Upon request by either parties, corporate representatives from the union and the Employer may attend. Where a corporate representative of the union attends so shall a corporate representative of the Employer attend.

### Step 3

Failing satisfactory settlement being reached in Step 2, the dispute may be referred to arbitration within twenty (20) business days of receipt of the written response from the Administrator.

The business days referred to herein do not include Saturday, Sunday, or paid holidays. Timelines may be extended by mutual agreement of the parties.

## 9.03 Policy Grievance/ Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

### (a) Policy Grievance

A policy grievance is defined as an alleged violation of this Agreement, concerning members of the bargaining unit, in regard to which an individual employee could not grieve. It shall be in writing and may be lodged by the Chief steward with the Administrator at Step 2 of the grievance procedure at any time within ten (10) full business days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled at Step 2, it may thereafter be processed to arbitration as provided for in Article 10.

A grievance instituted by management shall be in writing and may be referred to the Chief Steward or his designate within ten (10) full business days of the occurrence of the circumstances giving rise to the grievance.

### (b) Group Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of a group of employees and to seek

adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.

- 9.04 When a formal written grievance is lodged, a written reply shall be directed in accordance with Article 7.
- 9.05 Grievance meetings will be held at the Village
- 9.06 Mutually Agreed Changes:  
Any mutually agreed changes to this collective Agreement shall be reduced to writing and form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 9.07 The time limits specified in the Grievance and/or Arbitration Procedure may be altered upon mutual agreement of the parties to this Collective Agreement.

#### **ARTICLE 10 – ARBITRATION**

- 10.01 The parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 9 above and which has not been settled, may be referred to a Board of Arbitration or a Single Arbitrator/Mediator at the written request of either of the parties.
- 10.02 Regardless of the manner in which a dispute proceeds to mediation or arbitration, the parties agree that, where practicable, they will proceed with all due haste.
- 10.03 Where a Board of Arbitration is used, it will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board of Arbitration.
- 10.04 A request for Arbitration by either party shall include the name(s) of the party's nominee to the Board of Arbitration, or Single Arbitrator as applicable. Such request shall be submitted electronically.
- 10.05 Expense of the Board:  
Each party shall pay:  
(a) The fees and expenses of the nominee it appoints;

- (b) One-half (1/2) of the fees and expenses of the Chairperson'
  - (c) The costs of its witnesses.
- 10.06 The decision of the Board of Arbitration or Single Arbitrator shall be binding on both parties and the employees. Should the Employer and the Union come to an agreement prior to the release of the decision of the Arbitrator, it shall be final and binding.
- 10.07 The Board of Arbitration or Single Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Arbitrator(s) shall have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.
- 10.08 Witnesses:
- At any stage of the grievance or Arbitration Procedure, the parties shall have the assistance of the employee, or employees involved and any necessary witnesses.
- 10.09 Mediation process
- Notwithstanding the foregoing, once the grievance has been submitted to arbitration, the parties may, upon mutual agreement, appoint and share the cost of a mutually agreeable mediator to assist the parties in resolving the grievance.
- The union representative shall suffer no loss of pay for attendance at mediations.
- Provided the parties agree, there shall be no limit on the number of grievances submitted for a single mediation session. Any evidence that either party intends to refer to at the mediation will be provided to the other party at least five (5) days in advance of the mediation.
- Any mutually agreeable resolution will be binding on the parties and the grievor(s) and will be without prejudice or precedent unless otherwise specified in the parties' agreement.

## **ARTICLE 11 – DISCHARGE AND SUSPENSION**

- 11.01 An employee who has passed his/her probationary period may be disciplined, discharged or suspended, but only for just cause, and only upon the authority of the Employer, as defined in this

Agreement. Prior to the imposition of discipline, suspension or discharge, an employee shall be given the reason in the presence of his/her Steward. Such employee and the Union shall be notified promptly in writing by the Employer with the reason for such suspension or discharge.

A probationary employee may be discharged on the basis of a fair and reasonable assessment of his/her work performance. Any grievance or arbitration arising out of such discharge shall be reviewed on the basis the fairness and reasonableness of the work assessment.

No such action shall take place later than twenty-one (21) business days after the circumstances giving rise to the cause for such suspension or discharge.

In all cases of discipline, discharge or suspension the Employer undertakes to consider the information known to it, including information brought to its attention by the employee or the union, prior to taking any action against the employee.

In determining a penalty, if any, the Employer will apply its judgement fairly, without unlawful discrimination and without favouritism.

It may on occasion be necessary to suspend the person from the work place without a steward present. If such action is taken, the Employer agrees to review this action with that individual and the Steward within two (2) business days.”

The Employer will endeavor to conduct all disciplinary meetings at the end of the employee’s workday where possible.

11.02 May Omit Grievance Steps:

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to omit Step 1 of the Grievance Procedure.

11.03 An employee shall, upon written request, be granted the opportunity to view his/her personnel file within ninety-six (96) hours of the request to view being received by the Employer.

If an employee disagrees as to the accuracy of information brought into the employee’s file, without the employee’s prior knowledge, the employee shall have the right to submit written comments

regarding such information. This written comment shall be included with copies of material in such file. An employee upon request will be provided with copies of material in such file.

- 11.04 No disciplinary record shall form the basis for discipline beyond eighteen (18) months after the occurrence giving rise to the discipline. Despite the preceding, where the discipline involves interaction with residents has been alleged and not grieved, or if grieved not reversed, the discipline will remain on file for thirty-six (36) months. The Employer agrees to remove all disciplinary records that have expired from the personnel file.

## **ARTICLE 12 – NO STRIKES OR NO LOCKOUTS**

- 12.01 In view of the orderly procedure established for the disposition of employee's complaints and grievances, the Employer agrees that it will cause or direct no lockout of its employees for the duration of this Agreement, and the union agrees that there will be no strikes or other collective action which will interfere with the service of the Employer for the duration for the Agreement. "Strike" or Lockout" shall have the meanings as set out in the Labour Relations Act of Ontario.

## **ARTICLE 13 – SENIORITY**

- 13.01 (a) Seniority for full time employees is defined as length of service in the bargaining unit from the date of last hire.
- 13.01 (b) Seniority for part time employees will accrue from the date of last hire on the basis of total hours worked in all classifications. For the purpose of call ins part-time employees shall use seniority for the particular classification. Seventeen hundred and fifty (1750) hours worked is equivalent to one (1) year of seniority.
- 13.02 Seniority List
- The Employer shall maintain a seniority list showing the current classification, the date upon which each employee's service commenced, and the hours worked. An up to date list shall be sent to the Union and posted on all bulletin boards in January and July of each year.
- Employees will have thirty (30) calendar days from the date on the seniority list to notify the Village, in writing, of any errors, changes and or additions. Thereafter the list as posted shall be deemed accurate. If an employee has been absent for three (3) or more weeks of the foregoing time period, they will have two (2) weeks

from the date of their return to notify the Village, in writing, of any errors, changes and/or additions.

- 13.03 Newly hired full-time employees shall be on probation for ninety (90) calendar days from their date of employment. Newly hired part-time employees shall be on probation for one hundred and twenty (120) calendar days from their date of employment.
- During the probationary period, the employee shall be entitled to all the rights and benefits of this Agreement, except as modified elsewhere in this agreement.
- 13.04 Seniority shall terminate and an employee shall cease to be employed by the Employer when he/she:
- (a) voluntarily quits his/her employment with the employer;
  - (b) retires;
  - (c) is discharged for just cause and not reinstated;
  - (d) fails to notify the employer of his intention to return to work within three (3) business days of being notified by registered mail or courier or fails to report for work when recalled from lay-off within seven working days following notice to report by the Employer sent by registered mail or courier to his last known address;
  - (e) overstays an authorized leave of absence without securing an extension from the Administrator or designate in writing unless it is not reasonably possible to do so.
  - (f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
  - (g) is absent from work for three (3) scheduled working days or more without personally contacting the Employer, unless such personal contact was not possible in the circumstances, and providing a valid reason.
  - (h) is absent due to illness, injury or accident for a period of twenty-four (24) months, subject to the Employer's obligations under the Human Rights Code.
  - (i) when absent due to lay-off for 24 months.
  - (j) Casual Language

- (i) fails to maintain current contact information and the Employer is unable to reach her by normal means, or does not respond to messages left for a period of three (3) consecutive pay periods; or
- (ii) fails to accept and work at least one (1) shift in a two (2) month period provided at least three (3) opportunities have been offered.

13.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority accrued to the date of leaving the bargaining unit, for no longer than twelve (12) months from the date of leaving the bargaining unit. Such employee shall have the right to return to a position in the bargaining unit within twelve (12) months of the original transfer, but such return shall not result in the lay-off or bumping of an employee holding greater seniority.

**ARTICLE 14 – PROMOTIONS AND CHANGES**

14.01 Where a permanent vacancy occurs, the Employer may fill it temporarily for a period not to exceed the thirty (30) calendar days, at which time it shall be posted or declared redundant.

If a position is declared vacant, it shall be posted for a period of seven (7) "calendar" days. The successful applicant will be notified within one (1) week of the end of the posting period. The Union shall have the right to request a copy of the posting.

Only the initial vacancy and the vacancy resulting from the filling of the initial vacancy need be posted.

The Employer will notify the Union of the successful applicant.

14.02 Information Posting

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills shift(s), hours of work, wage or salary rate or range as specified in the Collective Agreement where appropriate. Such qualifications and requirements shall be those necessary to perform the job function.

14.03 Outside applicants will only be hired if no applicants from the bargaining unit satisfy the posted requirements as outlined in Article 14.02

14.04 In Selecting employees for jobs which are posted, the Employer shall consider the following factors in determining which employee, if any is to be awarded the posted job:

- (a) The skill, ability, and qualifications of the employee to do the job.
- (b) The Seniority of each employee concerned.

When (a) is relatively equal between two or more employees, seniority shall govern.

14.05 Trial Period

The successful applicant, if any, shall be notified within one (1) week following the end of the posting period. He/she shall be given a trial period of up to thirty (30) calendar days, during which time he/she will receive the necessary training for the position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, 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 his/her former position, wage or salary rate, without loss of seniority.

Where an employee is absent on an approved leave for one (1) week or more during the trial period, the term of the trial period shall be extended for the duration of the approved leave of absence.

Employees, who wish to return to their former position during a trial period, must set out their request in writing to the Employer no less than one (1) week prior to the expiration of the trial period. Similarly, where the Employer determines that it intends to return an employee to her former position during her trial period, the employee will receive notice in writing no less than one (1) week prior to the expiration of the trial period.

14.06 Notification to the Employee and Union

Upon determining the appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board now used for job postings in accordance with article 14.01. The Employer agrees to discuss with any unsuccessful applicant ways in which he/she can improve his/her qualifications.

14.07 The Village shall provide time off with pay, if the employee passes the exams written, for any employee required to write exams in any course that has previously been approved in writing by the Administrator, which will result in improving the employees ability to perform his/her job with the Village. Such approval shall not be unreasonably withheld.

**ARTICLE 15 – LAYOFFS**

15.01 (a) A layoff for full-time employees shall be defined as a reduction in the work force or a reduction of a member's regular hours of work.

A layoff for part-time employees shall be defined as a reduction in the work force or a reduction of greater than twenty-five percent (25%) of a member's regular hours of work

(b) NOTE: Special Care hours are not covered by the layoff language, and are subject to change without notice.

(c) In the event of re-organization or a reduction in the bargaining unit, the Employer shall advise the Union prior to any layoff notices being given to employees. The Employer and the Union may agree to meet to discuss the impacts on staffing prior to the effective date of the layoff.

15.02 Both parties recognize that job security, shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority within their classification.

An employee to be laid off may accept the layoff, or bump a less senior employee provided only that the employee exercising the right to bump is qualified to perform the work of the employee with less seniority.

Employees must advise their supervisor in writing of the decision to accept the layoff or bump within 5 business days of the date of receiving notice of layoff or notice of being bumped, as the case

may be, failing which they shall be deemed to have accepted the layoff.

In the event of a layoff, casual employees shall be laid off before any Full Time or Part Time employees have any reduction in hours.

15.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided that the employee is otherwise qualified to perform the available work.

15.04 No New Employees

New employees shall not be hired until those laid off have been given the opportunity of recall, provided those laid off employees are qualified to do the available work.

15.05 The Employer shall provide notice of layoff in accordance with the Employment Standards Act, but the minimum notice shall be four (4) weeks.

15.06 Notwithstanding the preceding, any agreement reached by the parties to this Agreement in respect of a layoff shall prevail over the terms of the Agreement in writing.

**ARTICLE 16 – HOURS OF WORK**

16.01 (a) Employee Definitions

- i) A full-time employee shall be defined as those employees who are normally scheduled more than an average of 48 hours/pay period.
- ii) A part-time employee shall be defined as those employees who are normally scheduled an average of 48 hours or less/pay period.
- iii) No employee shall acquire full-time status because of hours worked due to shift exchange, call-ins or temporary replacement.
- iv) A casual employee shall be defined as those employees who are not considered temporary, contractual or probationary status and who may be scheduled on an intermittent and/or unpredictable basis. While they do

receive all legally mandated benefits they are in eligible for all other benefit programs.

- (b) The normal daily hours for employees shall be seven and one-half (7.5) hours per day exclusive of a thirty (30) minute unpaid meal period during which the employee shall not be disturbed, except in the event of an emergency.
  - (c) No employee shall be required to remain on the premises during an unpaid meal break. Any employee who leaves the workplace during a meal break must notify her Supervisor, and if none is present a co-worker in the same department, of her intention to leave the work place. This does not apply to registered staff, who are not permitted to leave the premises unless another registered staff member is on duty. Registered staff who are not able to leave the building are entitled to take their unpaid breaks and will not be disturbed unless for emergencies.
  - (d) This article is intended to define the normal hours of work and shall not be constructed as a guarantee of hours of work per day or per week or days of work per week.
- 16.02 The normal daily shifts shall remain in effect as at the time of signing the Collective Agreement, and may only be changed after a minimum of four (4) weeks notice to the Union.
- 16.03 Working Schedule
- (a) Weekends off shall be distributed equitably. The Employer shall endeavor to schedule every second weekend off, but shall guarantee to schedule one (1) weekend off in three (3) for full-time and shall guarantee to schedule part-time not less than one (1) weekend off in four (4), unless otherwise mutually agreed in writing, or in case of emergency. A weekend off is defined as 2400 hours Friday to 2400 hours Sunday.
  - (b) There shall be no split shifts. The Employer and Union agree that split shifts may be scheduled, but only for special care hours of work and only if the employee to be assigned split shifts is willing to work.
  - (c) Not more than seven (7) consecutive days of work shall be scheduled without days off, except by mutual agreement of the Employer and the employee.

- (d) At least two (2) consecutive days off shall be scheduled, unless single days are arranged by mutual agreement between the Employer and the employee involved, when an employee(s) is scheduled for more than six (6) continuous days.
- (e) The hours and days of work of each employee shall be posted in an appropriate location readily accessible to all employees concerned at all times, at least two (2) weeks in advance of the commencement of the schedule.

Staff may apply in writing to exchange scheduled shifts with one another provided both staff members are qualified, the operation of the Village is not adversely affected, clauses (c) and (f) of this Article are not violated, and it does not result in overtime.

Shift lengths will be distributed equitably amongst part-time employees in each classification, subject to employee availability.

- (f) Employees shall be ensured not less than twelve (12) hours between scheduled shifts, unless otherwise mutually agreed.

16.04 Rest Periods and Meal Periods

Rest periods shall consist of fifteen (15) paid minutes and meal periods are thirty (30) minutes unpaid.

Shift Duration	Meal Period	Rest Period
Over 4 hours, to less than 5 hours	0	1
Over 5 hours to less than 7.5 hours	1	1
7.5 hours and more	1	2

16.05 Reporting Pay

Full-time employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Home. The reporting allowance outlined as herein shall not apply whenever an employee has received 24 hours' prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 ½) hours per day will receive a pro-rated amount of reporting pay.

It is understood and agreed that this clause does not prohibit the Employer from scheduling shifts of lesser than 4 hours.

16.06 Call-In Procedure

When a shift becomes available due to absenteeism or any other reason, employees will be offered the shift in the following order:

- (a) Employees in the classification, who are normally scheduled less than seventy-five (75) hours bi-weekly, will be called starting with the most senior and proceeding down through the seniority list.

The next call-in will start with:

- (b) Employees in the classification, who are normally scheduled less than seventy-five (75) hours bi-weekly, immediately following the employee who filled the last shift.

And will proceed through the order set out above.

16.07 The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees on the list to whom the shift would not attract premium rates have been called.

16.08 Employees shall provide in writing to the Employer one primary phone number to be used for call-ins.

It is the responsibility of each employee to at all times, keep the Employer informed of their correct telephone number. When the Employer is calling in employees, they will only make one call to the telephone number that was provided and identified as the employee's preference.

**ARTICLE 17 – OVERTIME**

17.01 Overtime

All authorized overtime beyond seven and one half (7 ½) hours per day, or seventy-five (75) hours bi-weekly, as provided in this Agreement shall be considered overtime.

Unless otherwise provided, overtime shall be paid at the rate of time and one-half (1 ½) the regular rate of pay for all hours worked.

17.02 An employee shall not be required to layoff during regular hours to equalize any overtime worked.

- 17.03 Instead of cash payment for overtime, an employee may choose to receive time off (at the applicable overtime rate) at a time mutually agreed upon between the employee and the employer.
- 17.04 Work on a scheduled paid holiday shall be paid for at the rate of time and one-half (1 ½) for all hours worked.
- 17.05 Payment for or Supply of Meals
- An employee required to work more than four (4) hours emergency overtime or called into work with less than two (2) hours notice shall be provided with a meal ticket. The Employer shall allow a one-half (½) hour unpaid meal break in accordance with the Employment Standards Act, 2000.
- 17.06 The employer shall endeavor to equalize scheduled overtime among employees who are willing and qualified to perform the available work.
- 17.07 Overtime shall be on a voluntary basis.
- 17.08 There shall be no pyramiding of overtime rates under any circumstances.

#### **ARTICLE 18 – SHIFT WORK**

- 18.01 The Employer will endeavor to accommodate employees in respect of shift preference subject to the efficient operation of the Village and the needs of the residents.
- 18.02 When a conversion from Standard Time to Daylight Saving Time occurs, or vice versa, employees working the duty shift during which the conversion occurs will be paid for all hours actually worked, at straight time (unless the employee is otherwise receiving premium pay for such shift).
- 18:03 (a) All employees shall receive a shift premium of twenty-five cents (25¢) per hour in addition to their regular hourly rate for all hours worked on a shift where the following applies:
- (i) where there are equal hours before and after 1500 hours, shift premium would apply to the hours worked after 1500 and ending at 0700 (example 11:00 – 19:00)

- (ii) all other shifts where the majority of hours falls after 15:00, the shift premium would apply to all hours worked on the entire shift ending at 07:00
- (b) No pyramiding or duplicate payment of premiums will occur, so that the above noted premium will not apply where another premium is operative.
- (c) Weekend Premium  
\$0.10/hour for all hours worked between Friday 23:00 and Sunday 23:00.

### **ARTICLE 19 – STATUTORY HOLIDAYS**

19.01 (a) Employees who qualify shall receive the following paid holidays:

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

In addition to the above, employees will be entitled to three (3) floating holidays, one taken in each four-month period of the calendar year. A floating holiday may be taken in conjunction with a Paid Holiday.

19.02 Statutory Holidays will be paid in accordance with the Employment Standards Act, 2000.

19.03 (a) An employee scheduled to work on a statutory holiday or who agrees to work on a statutory holiday who does not report for work and work the full shift shall not be entitled to statutory holiday pay or a lieu day as the case may be unless he provides a valid reason satisfactory to the Employer for his absence.

- (b) Employees scheduled to work on a paid holiday shall be paid one and one half (1-1/2) times their regular rate for all hours worked on the paid holiday. Employees scheduled to work on a paid holiday shall be paid in accordance with the Employment Standards Act, 2000. If the employee elects to take a day in lieu of holiday pay, the day off must be taken within 90 days following the holiday by prior arrangement with the department supervisor.

- 19.04 Employees receiving insurance benefits, sick pay, or who are otherwise receiving pay for the day, or on Pregnancy/Parental Leave shall not be entitled to holiday pay.
- 19.05 If one of the paid holidays occurs during an employee's regular day off or during their vacation, the Employer shall provide the employee with an additional day off with pay within the ninety (90) days of the paid holiday or provide the employee with a day's pay, providing they meet the provisions of 19.02.
- 19.06 Employees will alternate between Christmas and New Year's off each year. In the event there are too many requests for either holiday the deciding factors shall be:
- (a) which holiday the employee was scheduled to work the previous year;
  - (b) departmental seniority.
  - (c) In order for employees to be able to schedule their holiday season, schedules for December and January will be posted during the first week of December. Any requests for vacation during this schedule must be submitted by November 1.

**ARTICLE 20 –VACATIONS**

- 20.01 (a) A full-time employee shall receive annual vacation with pay in accordance with the employee's years of employment. The pay for vacation will be in accordance with the gross earnings calculation in 20.01(b)

<u>Years of Employment</u>	<u>Vacation Time Entitlement</u>
Less than one (1) year	One (1) of the employee's working days for each month to a maximum of ten (10) days.
One (1) year but less than three (3) years	Two (2) calendar weeks
Three (3) years but less than eight (8) years	Three (3) calendar weeks
Eight (8) years but less than fifteen (15) years	Four (4) calendar weeks
Fifteen (15) years but less than	Five (5) calendar weeks

twenty-three (23) years	
Twenty –three years or more	Six (6) calendar weeks

A “calendar week” is defined as the average number of shifts an employee would typically be scheduled to work.

The Employer shall provide all staff each January the total amount of vacation to be used in that year.

The date of determining the vacation entitlement in a vacation year shall be the anniversary date.

(b) Part-time vacation shall be calculated as follows:

<u>Years of Employment</u>	<u>Entitlement</u>	<u>Pay</u>
1 year but less than 3 years	2 calendar weeks	4% of previous year’s gross earnings
3 years but less than 9 years	3 calendar weeks	6% of previous year’s gross earnings
9 years but less than 20 years	4 calendar weeks	8% of previous year’s gross earnings
20 years or more	5 calendar weeks	10% of previous year’s gross earnings

20.02 Vacation schedule shall be in order of seniority subject to the service requirements in each department. A form shall be posted by the Employer between January 31<sup>st</sup> and May 1<sup>st</sup> for the selection for vacation. During the period the employees shall note on the list their first and second choice of dates for their vacation. The Employer shall post the final schedule by June 1<sup>st</sup> at the latest. Vacation requests submitted after the June 1<sup>st</sup> posting we will consider on a first come first served basis. Such requests will be submitted at least three (3) weeks prior to the commencement of an employee’s vacation.

20.03 On written request to the Administrator of the Village made at least three (3) weeks prior to the commencement of an employee’s vacation. The Employer shall post the final schedule by June 1<sup>st</sup> at

the latest. Part-time employee vacation pay shall be paid once per year in the first pay period in June.

Part-time employee vacation pay shall be paid once per year in the first pay period in June.

20.04 Vacation may not be accumulated from year to year except with the written consent of the Employer.

## **ARTICLE 21 – SICK LEAVE**

21.01 Sick leave pay is for the sole purpose of protecting full-time employees against loss of income from legitimate illness or disability.

21.02 All employees who have completed their probation will earn sick leave credits at the rate of one (1) day for every month he/she is employed.

21.03 The unused portion of an employee's sick leave shall accrue for his/her benefit to a maximum of thirty (30) days.

21.04 A deduction shall be made from accumulated sick leave banks of all normal working days (exclusive of holidays) when an employee has reported absent for personal illness or injury absent on the following basis:

- (a) For the first four (4) incidents of absenteeism in a calendar year, starting with the first (1<sup>st</sup>) day of the absence.
- (b) For the fifth (5<sup>th</sup>) and subsequent incidents of absenteeism in a calendar year, starting with the third (3<sup>rd</sup>) day of the absence.
- (c) Any absence that is less than half (1/2) a day shall be deducted as one-half (1/2) day.

The employee will be paid for the amount of hours they were scheduled to work that day.

21.05 An employee may be required to produce a certificate from a medical practitioner at the request of the Employer, certifying that he/she was unable to carry out his/her duties due to illness or injury, even with modifications and/or accommodations.

21.06 Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

- 21.07 Days lost for which benefits are payable under the Industrial Alliance Workplace Insurance Plan, shall not be counted against accumulated sick days. Wages will be paid for the day of injury.
- 21.08 Employees absenting themselves from work due to illness will provide the Employer with four (4) hours or more notice, where possible.
- 21.09 Employees will be allowed to use up to five (5) days per year of their accumulated sick leave for family health care or for tending to family illness.

## **ARTICLE 22 – LEAVES OF ABSENCE**

22.01 Upon application in writing, the Employer may grant leaves of absence to employees, without pay and without loss of seniority, for personal reasons. Requests for leave of absence shall be in writing and made not less than three (3) weeks prior to the proposed commencement of the leave, unless it is not reasonably possible to do so. Employees may not request leaves (except for emergency reasons) except where they have completed one (1) calendar year of service with the Village.

### **22.02 Union Leaves**

The Employer may grant leaves of absence without pay for employees to attend union conventions, seminars, education classes or other union businesses, provided that:

- (a) such leave does not unduly affect the proper operations of the Village;
- (b) generally no more than one employee may be on leave at any one time;
- (c) the union will request such leave in writing no less than four (4) weeks prior proposed commencement of the leave, unless it was not possible to give such notice.
- (a) the aggregate total of all such leaves shall not exceed twenty-five (25) days in a calendar year.

In consideration of the foregoing the employer agrees to apply the criteria listed above on a reasonable basis.

22.03 Leaves of Absence for Full time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow an unpaid leave of absence so that the employee may be a candidate in federal, provincial, or municipal elections, without the accrual of service or seniority. The employee shall be responsible for the payment of benefits should he/she wish same to be maintained.
- (b) An employee who is elected to public office shall be allowed leave of absence during his/her term or office without accrual of service or seniority.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave or absence without pay, benefits, service or seniority for a period of up to two (2) years. For greater clarity service and seniority for all purposes under the agreement shall be frozen as of the date of commencement of the leave, and shall not accrue until the employees return.

22.04 Bereavement Leave

- (a) A leave of absence to maximum of five (5) consecutive days, starting the day following the date of the death, without loss of pay for scheduled shifts missed during such leave, shall be granted in the case of the death of an employee's spouse, child, parents, brother, sister and grandchild.
- (b) A leave of absence to a maximum of three (3) consecutive days, starting the day following the date of the death, without loss of pay for scheduled shifts missed during such leave shall be granted in the case of the death of an employee's, grandparent, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law and son-in-law.
- (c) Where an employee does not otherwise qualify for leave, or where additional leave is requested, the Employer will consider requests on a case by case basis for paid or unpaid leave.

22.05 Pregnancy and Parental Leave

Seniority for all purposes continues to accrue during pregnancy and parental leaves and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable

position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave.

#### Pregnancy Leave

- (a) An employee is entitled to at least seventeen (17) weeks of unpaid leave of absence for pregnancy if she has been employed with her Employer for at least thirteen (13) weeks preceding the estimated day of delivery.
- (b) The leave may be commenced up to seventeen (17) weeks before the expected date of delivery.
- (c) An employee who is entitled to leave is required to give her employer two (2) weeks' notice in writing of the date the leave is to begin and provide upon request by the Employer a medical certificate estimating the date of the delivery. If the employee does specify the date of the end of the pregnancy leave it will be assumed that she wishes to take the maximum leave.
- (d) An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two weeks' (2) written notice before the earlier date. She may change a later date by giving two weeks' (2) notice before the leave was to begin.
- (e) If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the employer written notice with a medical certificate confirming the circumstances and the expected or actual date of birth.
- (f) A pregnancy leave will normally end seventeen (17) weeks after it begins, but if the mother suffers a still-birth or miscarriage or if the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the still-birth, miscarriage or birth of seventeen (17) weeks after the pregnancy leave commenced, whichever is later.
- (g) If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.

- (h) If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give her employer four (4) weeks' written notice of the date on which she intends to return.
- (i) If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the employer four weeks' notice before the date the leave was to end.

### Parental Leave

- (a) An employee who is a parent to a child and who has been employed with his/her Employer for at least thirteen (13) weeks is entitled to a parental leave. Birth mothers are entitled to sixty-one (61) weeks of unpaid parental leave and all other parents are entitled to sixty-three (63) weeks after the child comes into the custody, care and control of the parent.
- (b) For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent.
- (c) For fathers and adoptive parents, parental leave must commence within seventy-eight (78) weeks after the birth or after the child comes into the custody, care and control of a parent.
- (d) A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- (e) An employee who is entitled to a parental leave is required to give the employer two (2) weeks' written notice prior to the commencement of the leave. If he or she does not specify when the leave will end it will be assumed that he/she wishes to take the maximum leave.
- (f) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date giving two weeks' (2) weeks notice before the leave has to begin.
- (g) If the employee stops work because the child has arrived earlier than expected, the employer has two (2) weeks from that date to

give the Employer written notice of his/her intent to take the parental leave.

- (h) If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the employer four (4) weeks' written notice of the date on which he or she intends to return.
- (i) If an employee wishes to change the date of return to work to a later date (but subject to the eighteen (18) week maximum length of leave), the employee must give the employer four (4) weeks' written notice before the date the leave was to end.

22.06 Entitlement to benefits will continue throughout pregnancy/parental leaves in accordance with the Employment Standards Act provided that the employee continues her contributions towards said benefits.

22.07 Jury And Witness Duty Leave

The Employer shall grant leave of absence without loss of regular pay to an employee who serves as a juror, or is required by subpoena to attend a court of law in a case in which the crown is a party, or a coroner's inquest related to his/her employment at Village on the St. Clair, providing the employee:

- (a) notifies the Employer as soon as he/she becomes aware that he/she will be subpoenaed or receives the subpoena whichever comes first;
- (b) presents to the Employer proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation excluding mileage or travel and meal allowance and an official receipt.

The Employer's obligation to pay an employee for jury or witness duty is limited to a maximum of (20) days in any calendar year. In extenuating circumstances the parties may mutually agree to extend the limitation as above.

An employee will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that she is scheduled to work the afternoon shift, she shall not be required to attend at court and then report for duty the same

day. In the event he/she is scheduled to work the night shift and to attend court, he/she shall not be required to report for duty for that shift.

22.08 Education Leave

Where the Home directs and the Employee agrees to take an education course to upgrade or acquire new employment qualifications, such Employee shall not lose regular pay because of necessary absence from work due to participation in such course.

**ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES**

23.01 Pay Days

The Employer shall pay salaries and wages bi-weekly on Friday in accordance with Schedule A attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deduction.

The Employer may not make deductions from wages or salaries without prior notice to the employee.

Where the Employer has made an error in computing an employee's pay by under paying an amount of fifty dollars (\$50.00) or more, this will be corrected within seventy-two (72) hours of notification by the employee. Amounts less than fifty dollars (\$50.00) will be applied to the next payment of wages.

Where the Employer has made an error in computing an employee's pay by overpaying an amount of fifty dollars (\$50.00) or more, this will be deducted over several pay periods in the amount of twenty-five percent (25%) of the overpayment, but no less than fifty dollars (\$50.00) and no greater than one hundred dollars (\$100.00). Any overpayments of less than fifty dollars (\$50.00) will be deducted, in full, from the next payment of wages.

The Employer will provide each employee with a written description of the meaning of the codes used on the pay stubs. A copy of this description will be posted in the staff room.

23.02 When an employee is transferred to a higher rated position for one full shift or more, the employee will receive the rate in that classification that gives the employee an increase.

When an employee is transferred to a lower rated position for one full shift or more they will receive the corresponding rate of pay that is equal to their current level on the grid. (i.e. Year 2 in original classification equals Year 2 in new lower rated classification.)

23.03 The progression up the wage grid for all employees shall be at the rate of 1750 hours worked equals 1 year.

23.04 A student is an employee who is in full-time attendance at an educational institution and includes such person on a break period between semesters. Students will be treated as a contract employee with a fixed termination date.

The student rate of pay for each classification shall be \$1.25 per hour below the probationary rate for the classification.

If a person should leave student status and continue in the employ of the Employer, she shall move to the post probation rate of pay for the classification in which she works and thereafter progress up the wage grid on the basis of 1750 hours worked equals 1 year. It is understood that students are an extra complement and their utilization will not result in the reduction in the hours of work of a permanent full-time or part-time bargaining unit employee nor cause a permanent full-time or part-time employee to be laid off. Students will not be used to permanently fill established positions within the bargaining unit.

## **ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION**

24.01 Job Description

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be a true representation of the content of the job and shall be presented and discussed with the Union for input and shall become the recognized job descriptions.

24.02 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change to the extent that it becomes a new classification. Where the Union and/or the employee feel a job has changed to the extent that it is a new classification, or where a new job is established, the rate of pay shall be reviewed by the Pay Equity Maintenance Committee. If the

parties are unable to agree, such dispute shall be submitted to the grievance and arbitration procedure.

## **ARTICLE 25 – HEALTH AND SAFETY**

25.01 The Employer and Union recognize their joint obligation to:

- Provide and maintain a safe and healthy workplace;
- Support and promote an environment that is free of disruptive workplace conflict and disrespectful behavior, and;
- Comply with all duties and responsibilities under the Occupational Health and Safety Act as may be amended from time to time.

While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and safety Committee/ Health and Safety Representatives in developing and establishing effective measures and procedures for the Health and Safety of workers in order to reduce the potential for injury in the workplace.

25.02 The Health and Safety Committee shall be composed to two (2) Employer representatives and (2) members of the bargaining unit. The Committee shall set its own procedures in accordance with the Health and Safety Act.

## **ARTICLE 26 – INSURED BENEFITS**

26.01 Upon completion of three (3) months employment, eligible full-time employees may elect to participate in the Health and Welfare Benefit Plan.

- (a) The Employer shall pay one hundred percent (100%) of the premium cost for participating employees of Life Insurance equal to one and one-half times (1 1/2x) the employee's annual wages.
- (b) The Employer shall pay (80%) of the premium cost for participating employees for Extended Health Care, with a deductible of twenty-five dollars (\$25.00) single and (\$50.00) family. The Plan shall pay for the generic equivalent of all prescribed drugs unless the beneficiary's physician specifically directs otherwise.
- (c) The Employer shall provide a vision care plan based on \$300.00/24 months inclusive of the cost of an eye exam per person who is covered by the extended health care plan.

- (d) Effective as soon after ratification as the carrier will permit, the Employer shall pay fifty percent (50%) of the premium cost of participating employees for Dental Benefits as follows:

Level 1 – Basic Services

Current ODA Fee Guide

\$25 individual/\$50 family deductibles, per calendar year.

The Employer shall provide the Union with a copy of all employees' benefit and health and welfare plans and amendments.

26.02 The Employer may substitute another carrier for any of the current 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.

26.03 It is agreed that the Employer's obligation pursuant to this Article is to provide the insurance coverage bargained for at the co-payment levels set out in the Article. Any problem with respect to an Insurer acknowledging or honouring any claim is a matter between the Employee and the Insurer.

26.04 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) Except as specifically herein provided, during an absence not paid by the Employer exceeding thirty (30) continuous calendar days, 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 be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, provided the coverage remains available through the insurer. The foregoing does not apply in cases of absence for

pregnancy leave, parental leave, or when an employee is in receipt of Industrial Alliance Benefits.

- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. The foregoing does not apply in cases of absence for pregnancy leave, parental leave, or when an employee is in receipt of Industrial Alliance Benefits
- (d) Notwithstanding the provisions in this Article, seniority shall accrue for a maximum period of twenty-four (24) months if an employee's absence is due to a work-related injury or disability.

26.05 Part-time employees will receive 5% on all hours worked in-lieu of benefits. Effective January 1<sup>st</sup>, 2024, part-time employees will receive 6% on all hours worked in-lieu of benefits.

#### **ARTICLE 27 – PENSION**

27.01 The Employer agrees to a Pension Plan. The plan shall be a money purchase plan. It shall be operated through a group RSP with TD Investment Services, with whom the Employer has a current arrangement for RSP purposes. The scheme will involve matching contributions up to 4% of wages and shall be voluntary, with employees eligible to join once probation has been completed. Once each year an employee may change their rate of contribution. Excess contributions are permitted, but will not be matched by the Employer. The Employer portion of the contributions are permitted, but will not be matched by the Employer. The Employer portion of the contribution shall vest after 24 months in the Plan.

#### **ARTICLE 28 – GENERAL**

28.01 Where the masculine pronoun is used in this agreement, it shall mean and include the feminine pronoun, and that the singular shall include the plural, where the context so applies.

28.02 The Employer shall provide a suitable bulletin board, in the staff room, for the postings or union notices. No notice shall be posted unless approved by the administrator or her designate before posting. Such requests shall not be unreasonably denied.

28.03 The Employer will attempt to divulge to appropriate staff, relevant information in Nursing Reports.

28.04 Accommodation of Employees

The parties to this collective agreement acknowledge the duty of the Employer and Union to accommodate certain individuals under the Human Rights Code of Ontario, and agree that this collective agreement will be interpreted in such a way as to permit the Employer to discharge the duty.

28.05 Professional Standards of Behaviour

Registered staff shall not be disciplined for refusal to carry out a job assignment which is contrary to the ethics or code of professional conduct of their profession. Registered staff may be disciplined for failure to carry out a job assignment in a manner which is consistent with the ethics or code of professional conduct of their profession.

Non-registered staff who have concerns that a job assignment may be questionable shall not refuse to do the work, but shall follow the procedures in the Plan of Action.

28.06 Clothing Allowance

The Employer will provide five (5) uniform tops to all full-time employees and three (3) uniform tops to all part-time employees on an annual basis.

The Employer will provide up to one hundred and fifty dollars (\$150.00) once each year, to assist with the cost of C.S.A. approved safety shoes for the maintenance person. Payment will be made only after an employee surrenders the original of a receipt as proof of purchase of a pair of shoes.

The Employer reserves the right to amend the uniform allowance program based on the business model of the Village, this change will not result in any reduction in uniform entitlements.

**ARTICLE 29 – PROTECTION OF EMPLOYEE’S POSITION**

29.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed or assigned to employees shall not be sub-contracted, transferred, leased, reassigned or conveyed, in whole or in part to any other plant, person, company or non-unit employee if the consequence is that a current employee is laid off. The Employer also agrees that

new jobs created as a result of expansion of technological change shall become work of the bargaining unit.

- 29.02 Persons whose job (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit if the consequence is that a current employee is laid off.

### **ARTICLE 30 – DISCRIMINATION AND HARRASSMENT**

- 30.01 (a) There shall be no discrimination on part of the Employer or the Union by reason of race, national or ethnic origin, colour, religion, sex, sexual orientation, age or any other prohibited grounds that may be established in the Human Rights Code.
- (b) The parties acknowledge that the Ontario Human Rights Code, the Employment Standards Act, the Ontario Labour Relations Act, and the Occupational Health & Safety Act shall apply to all employees. Any greater right or benefit contained in these Acts shall prevail.
- 30.02 The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure for resolving complaints of harassment that may arise.

### **ARTICLE 31 – COPIES OF AGREEMENT**

- 31.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall print on a fifty-fifty cost shared basis sufficient copies of the Agreement as soon as possible after the Collective Agreement is signed.

### **ARTICLE 32 – TERM OF AGREEMENT**

- 32.01 This agreement shall be binding and remain in effect beginning January 1, 2022 and ending December 31, 2024 and shall continue from year to year thereafter unless either party gives the other notice in writing that it desires to revise or amend the Collective Agreement.
- 32.02 Any changes deemed necessary to this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

32.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to revise or amend the Agreement.

32.04 Where notice amend the Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed.

Signed electronically by the Parties.

**FOR THE UNION:**

Jason DeFraga

Jason DeFraga (Feb 12, 2024 16:21 EST)

Jason DeFraga

**FOR THE EMPLOYER:**

Auriel Pope

Auriel Pope (Feb 21, 2024 14:11 EST)

Auriel Pope

Teresa M Randall

Teresa M Randall (Feb 15, 2024 17:16 EST)

Teresa Randall

**Schedule "A"**  
**Village on St. Clair**  
**January 1, 2022 – December 31, 2024**

DEPARTMENT	START	POST PROBATION	YR (1750 HRs)	2 YR (3500 Hrs)
<b>DIETARY ASST, LAUNDRY, HOUSEKEEPING</b>				
2022-01-01	\$16.29	\$17.10	\$17.77	\$19.03
2023-01-01	\$16.78	\$17.61	\$18.30	\$19.61
2024-01-01	\$17.29	\$18.14	\$18.85	\$20.19
<b>GUEST ATTENDANT</b>				
2022-01-01	\$16.35	\$17.23	\$17.84	\$19.17
2023-01-01	\$16.84	\$17.75	\$18.37	\$19.74
2024-01-01	\$17.34	\$18.28	\$18.93	\$20.34
<b>CUSTODIAN</b>				
2022-01-01	\$17.73	\$18.60	\$19.36	\$20.83
2023-01-01	\$18.26	\$19.16	\$19.94	\$21.45
2024-01-01	\$18.81	\$19.73	\$20.54	\$22.09
<b>COOK</b>				
2022-01-01	\$18.95	\$19.90	\$20.68	\$21.97
2023-01-01	\$19.52	\$20.50	\$21.30	\$22.63
2024-01-01	\$20.11	\$21.11	\$21.94	\$23.31
<b>UCP</b>				
2022-01-01	\$19.65	\$20.42	\$21.09	\$21.82
2023-01-01	\$20.24	\$21.04	\$21.73	\$22.47
2024-01-01	\$20.85	\$21.67	\$22.38	\$23.14
<b>RPN</b>				
2022-01-01	\$22.90	\$23.28	\$23.76	\$25.33
2023-01-01	\$23.58	\$23.98	\$24.47	\$26.09
2024-01-01	\$24.29	\$24.70	\$25.21	\$26.87

LETTER OF UNDERSTANDING #1

Between

The Village on The St. Clair (the employer)

And

Canadian Union of Public Employees (the union)

Staff may apply in writing to give two (2) shifts per schedule to another staff member provided:

- (a) The staff member giving away the shift finds their own replacement of their shift.
- (b) The staff member replacing them is trained and qualified to perform the work.
- (c) The operation of the Village is not adversely affected.
- (d) Article 16:03 of the Collective Agreement is not violated in any way.
- (e) The staff member replacing them does not receive overtime as a result of accepting the shift.
- (f) That the exchange of shifts does not alter an employee's status on an ongoing basis.
- (g) Any request for a giveaway shall require a written form to be completed and submitted to the Employee's Supervisor or designate for written authorization, subject to operational requirements. Such forms shall be submitted at least seventy-two (72) hours in advance excluding weekends and holidays.
- (h) All requests must be approved by management.

Signed electronically and agreed to by:

**FOR THE UNION:**

Jason DeFraga  
Jason DeFraga (Feb 12, 2024 16:21 EST)

Jason DeFraga

Teresa M Randall  
Teresa M Randall (Feb 15, 2024 17:16 EST)

Teresa Randall

**FOR THE EMPLOYER:**

Auriel Pope  
Auriel Pope (Feb 21, 2024 14:11 EST)

Auriel Pope

LETTER OF UNDERSTANDING #2

Between

Village on The St. Clair (the Employer)

And

Canadian Union of Public Employees (the Union)

Article 16:01 (e)

When an R.P.N. or an Unregulated Care Provider (working in place of an R.P.N.) scheduled between 23:00 and 07:00 is unable to leave the facility so that we may continue to address resident needs at all times, the employer will pay ½ hour in addition to the 7 ½ hour shift to accommodate a paid meal break.

This letter of understanding does not apply where there is adequate staffing on duty to enable the R.P.N. or U.C.P. to leave the facility, nor does it apply to any other staffing level.

Signed electronically and agreed to by:

**FOR THE UNION:**

Jason DeFraga

Jason DeFraga (Feb 12, 2024 16:21 EST)

Jason DeFraga

**FOR THE EMPLOYER:**

Auriel Pope

Auriel Pope (Feb 21, 2024 14:11 EST)

Auriel Pope

Teresa M Randall

Teresa M Randall (Feb 15, 2024 17:16 EST)

Teresa Randall

LETTER OF UNDERSTANDING #3

Between

Village on The St. Clair (the employer)

And

Canadian Union of Public Employees (the union)

Unregulated Care Providers Wage Grid

The only time a U.C.P. will be paid in accordance with the U.C.P. wage line on the new grid is if the Village requires the services of a U.C.P. to work a shift which would normally be filled by an R.P.N., then the U.C.P. will be paid for all hours worked on that shift in accordance with the U.C.P. wage line.

Signed electronically and agreed to by:

**FOR THE UNION:**

*Jason DeFraga*

Jason DeFraga (Feb 12, 2024 10:21 EST)

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Jason DeFraga

*Teresa M Randall*

Teresa M Randall (Feb 15, 2024 17:16 EST)

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Teresa Randall

**FOR THE EMPLOYER:**

*Auriel Pope*

Auriel Pope (Feb 21, 2024 14:11 EST)

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Auriel Pope

LETTER OF UNDERSTANDING #4

Between

Village on The St. Clair (the employer)

And

Canadian Union of Public Employees (the union)

Re: EI Rebate

It is mutually agreed and understood between the Parties that should the Employer be eligible for the EI Rebate and subsequently applies for and receives said rebate as a result of the sick leave days under the Collective Agreement, the members of the bargaining unit shall be entitled to their statutory share of the rebate.

Signed electronically and agreed to by:

**FOR THE UNION:**

*Jason DeFraga*

Jason DeFraga (Feb 12, 2024 16:21 EST)

Jason DeFraga

*Teresa M. Randall*

Teresa M Randall (Feb 15, 2024 17:16 EST)

Teresa Randall

**FOR THE EMPLOYER:**

*Auriel Pope*

Auriel Pope (Feb 21, 2024 14:11 EST)

Auriel Pope

LETTER OF UNDERSTANDING #5

Between

Village on The St. Clair (the employer)

And

Canadian Union of Public Employees (the union)

Re: Casual Employees

The parties agree that the following departments shall have caps on the number of casual employees working at the same time based on the following:

Nursing	- 2
PSW	- 3
Dietary	- 3
Cook	- 1

Signed electronically and agreed to by:

**FOR THE UNION:**

Jason DeFraga

Jason DeFraga (Feb 12, 2024 16:21 EST)

Jason DeFraga

Teresa M Randall

Teresa M Randall (Feb 15, 2024 17:16 EST)

Teresa Randall

**FOR THE EMPLOYER:**

Auriel Pope

Auriel Pope (Feb 21, 2024 14:11 EST)

Auriel Pope