



COLLECTIVE AGREEMENT

Between

**VON CANADA- ONTARIO BRANCH
WINDSOR-ESSEX SITE**
(herein referred to as the "Employer")

And

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4161**
(herein referred to as the "Union")

April 1, 2022 - March 31, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and the Union; to provide for the prompt settlement of disputes; and to establish and maintain mutually acceptable working conditions, hours of work, and compensation for all Union members.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the exclusive right of the Employer to manage and direct the workforce. The Union further recognizes the right of the Employer to operate and manage its business in all aspects in accordance to its responsibilities.
- 2.02 The Employer shall not exercise its management rights in such a way as to be in violation of any provision of this Collective Agreement.
- 2.03 The Employer retains the sole right to make, enforce, and alter from time to time reasonable rules and regulations to be observed by the Employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Collective Agreement.

The Employer shall supply each member of the Bargaining Unit with an up to date copy of such rules and regulations.

ARTICLE 3- RECOGNITION AND REPRESENTATION

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all office, clerical and custodial employees of the VON Canada - Ontario Branch, Windsor-Essex Site save and except supervisors, persons above the rank of supervisor, the Scheduling Clerk, Administrative Secretary, and the Accounting Clerk.
- 3.02 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of December 31, 2011.

If requested The Employer shall submit to the Union, the number of volunteers for the current month and the number of hours worked and the duties performed.

3.03 Definitions of Employees:

The following definitions shall be applied to this Agreement:

- i) A Full-Time Employee is one who is employed on a full-time basis, who regularly works the standard full-time hours of 37 ½ hours per week as defined by this Agreement.
- ii) A Part-Time Employee is one who is regularly pre-scheduled to work a minimum number of hours not more than sixty (60) hours per pay period. A Part-time employee may on occasion work more than sixty (60) hours in a pay period due to staff absences and workload fluctuations. These occasions will not be more than two (2) consecutive pay periods. Part-time employees may choose to work more than sixty (60) hours in a pay period if it is due to staff absences.
- iii) A Casual Employee is one who is employed to work on an irregular non-recurring basis to replace Full-time or Part-time Employees and subject to the employee's availability.
- iv) Temporary hires will be employed for a specific term not to exceed six (6) months in duration except in the case where an individual leave exceeds this and in that case only until the individual returns. The Employer agrees to notify the employee and the Recording Secretary of the Union in writing the term of the employment period. When the term needs to be extended beyond the original employment period, the Employer will notify the Union of the reason and obtain approval from the Union for the extension. Such approval will not be unreasonably withheld.

Employees hired by the Employer under this Article shall not accumulate seniority, nor be members of the bargaining unit, but shall pay union dues. If the temporary employee is successful in posting into a regular part time or Full-time position, seniority shall start accumulating upon the employee starting the regular part time or Full-time position. Temporary employees hired under this provision, shall be terminated at the end of their employment period as specified above.

- v) A Co-operative Educational Training Program within the meaning of "Co-operative Education Student position" is a Co-operative Education Training Program in a College, University or other post secondary institution.

The Employer may hire/place with the Union's consent, Co-operative students Employment Program at any time during the year to do work normally performed by the bargaining unit. No co-operative student shall be hired if any member of the bargaining unit has been laid off or will be

laid off or had their hours of work reduced and cannot displace any member of the bargaining unit. There shall be no more than two (2) co-operative students at any given time.

Wages for these students, if any shall be subject to negotiations between the Employer and the Union.

- 3.04 The parties agree that there will be no discrimination within the meaning of the Ontario Human Rights Code 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, religious affiliation or handicap. The Employer and the Union also agree that no employee shall be harassed, intimidated, coerced, restrained or influenced on account of membership, activity, or inactivity in any labour organization or because the employee has exercised the employee's rights under the Collective Agreement or any applicable legislation.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

- 4.01 Within one month of the signing of this Agreement, all Employees of the Employer as defined in Article 3.01 of this Agreement shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees as defined in Article 3.01 of this Agreement shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Employer agrees that it will not cause or sanction a lockout of its employees and the Union agrees that there will be no strike or other collective action which stops, curtails, or interferes with the work of the Employer's operations during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from the total bi-weekly pay of every Employee to which this Agreement applies any dues, initiation fees, or assessments levied by the Union on its members. In the case of newly hired Employees, such deductions shall commence in the month following their date of hire.
- 6.02 The Union shall notify the Employer, in writing, of any change in the amount of such Union deductions at least forty-five (45) days prior to the effective date of such change.

- 6.03 Deductions shall be forwarded in one cheque 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 of the names, addresses, classifications and sex of Employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. A copy of this list shall be forwarded by the Employer to the Secretary Treasurer of the Local.
- 6.04 The Union shall indemnify and save the Employer harmless from any claims from Employees as a result of dues having been collected in accordance with the terms of this Agreement.
- 6.05 The Employer shall provide each Employee with a T4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.

ARTICLE 7 - UNION ORIENTATION

- 7.01 On commencing employment, the Employee's immediate Supervisor shall introduce the new Employee to **their** Union Steward or Representative. An Officer of the Union will be allowed a reasonable period of time, not to exceed fifteen (15) minutes, within regular working hours and during the Employee's orientation period, to acquaint the new Employee with the Union. These interviews shall be scheduled in advance by the Employer.

ARTICLE 8 - CORRESPONDENCE

- 8.01 Unless otherwise specified in this Agreement, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of the Employer or **their** designate and to the Secretary of the Union, with a copy to the President of the Local Union or **their** designate.

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

- 9.01 A Labour-Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union. This Committee shall set forth its own mutually agreeable terms of reference.
- 9.02 Meetings of this Committee shall be held at a mutually agreeable time and place. This Committee shall meet providing there is business for their joint consideration at such times as may be mutually agreed upon. A request for a meeting will be indicated by a letter or note from either party to the other party containing an agenda of subjects to be discussed.

The Committee shall meet every three (3) months unless otherwise agreed.

9.03 The Union recognizes that members of the Labour-Management Committee have regular duties to perform in connection with their employment, and that only such reasonable time as is necessary will be spent during working hours to attend such Committee meetings.

ARTICLE 10 - UNION OFFICERS AND COMMITTEES

10.01 (a) The Employer will recognize a Bargaining Committee of the Union, to consist of not more than two (2) members of the bargaining unit and a representative of the Canadian Union of Public Employees. The Union will advise the Employer of its appointees and all other members of its Executive and changes thereto. The Employer will advise the Union of its appointees to act on its behalf.

(b) Permission to leave work for such negotiation purposes shall be granted by the immediate Supervisor or **their** designate. All time spent in negotiations, up to but not including conciliation, shall be considered as time worked and no Employee shall suffer any loss in benefits or pay.

10.02 Occupational Health and Safety Committee:

(a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury or illness. An Employee representative of the bargaining unit shall be trained as a certified worker representative for the Joint Occupational Health & Safety Committee. The representatives shall be selected by the local union.

(b) The parties agree to abide by the Occupational Health and Safety Act, and any other federal, provincial or municipal health and safety legislation and regulations.

(c) Such committee shall identify potential dangers and hazards, institute means of improving health & safety programs and recommend actions to be taken to improve conditions relating to occupational health & safety.

(d) Meeting shall be held every three (3) months or more frequently at the call of the Chair, if required. The committee shall maintain minutes of all meetings and make some available for review.

(e) The Union shall keep the Employer notified in writing of the names of the current Union Representatives on the committee.

(f) The Employer agrees to cooperate in providing necessary information to enable the committee to fulfill its function.

- (g) Occupational Health and Safety Committee one (1) representative and one (1) alternate selected or appointed by the Union from amongst the Bargaining Unit Employees. The names of the members on the Health & Safety Committee shall be posted with a work phone number at which they can be reached.

10.03 Grievance Committee:

- (a) The Employer will recognize a Grievance Committee of two (2) Employees.
- (b) The Union will advise the Employer of the names of the members of the Grievance Committee and changes thereto.
- (c) It is agreed that members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer. If a representative must leave **their** regular duties for a period of time in order to attend to Union business, **they** will first obtain the permission of **their** Supervisor or designate. Such permission will not be unreasonably withheld. Upon completion of **their** business, the representative will report to **their** Supervisor or designate and then return to **their** regular duties.
- (d) The Employer agrees to give representatives of the Canadian Union of Public Employees access to the premises of the Employer for the purpose of attending grievance meetings, provided prior notification is received by the Executive Director or **their** designate from such representative(s).
- (e) The Employer shall not be required to pay Grievance Committee representatives or the grievor for time spent at arbitration hearings.

10.04 The Employer shall provide space in a mutually agreeable location for a bulletin board for the use of the Union for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to remove the posting of any information that it deems to be adverse to its interests.

The Employer shall provide space for one (1) filing cabinet for the use of the Union for the purpose of filing official Union information. The Union shall supply such filing cabinet at its own expense. Email may be used by the Union Executive to communicate special and general membership meetings.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 (a) It is the mutual desire of the Employer and Union that all complaints and grievances be adjusted as quickly as possible.
- (b) Complaints and grievances shall be processed in the manner hereinafter outlined in Article 11 (Grievance Procedure) and Article 12 (Arbitration Procedure) of this Agreement.
- (c) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and an Employee of the Employer or between the Employer and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (d) When, as hereinafter required in the Article, a grievance is to be submitted in writing, such grievance shall be in writing on a form to be supplied by the Union and such written grievance shall contain a statement of the matter complained of and the redress sought and shall be signed by the Employee concerned and the appropriate Union official.
- (e) A copy of any correspondence between the Employer, or their designate and any Employee in the bargaining unit pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union, with a copy to the President or their designate.

11.02 At meetings held at each step of the Grievance Procedure the grievor and their steward and/or Union Representative shall have the right to be present.

STEP 1 An Employee who has a complaint shall firstly discuss the matter with their immediate Supervisor within three (3) working days of the time the cause of the complaint occurred. If at the completion of said discussion the matter is not resolved, the complaint may then be taken to Step 2 of the Grievance Procedure;

STEP 2 If the written decision of the Supervisor is not satisfactory to the grievor, the grievance shall be submitted to the Executive Director or their designate, within five (5) working days of receipt of the reply of the Supervisor. The Executive Director or their designate, shall, within five (5) working days, convene a meeting with the grievor, accompanied by the steward and the appropriate Union official. A representative of the Canadian Union of Public Employees may be present at such meeting. The Executive Director or their designate shall reply in writing to the Union within five (5) working days of the meeting;

STEP 3 If the written decision of the Executive Director, or **their** designate, is not satisfactory to the Union, the grievance may proceed to arbitration in accordance to Article 12.

11.03 In the case of a grievance alleging improper discharge or suspension, the grievance shall be filed at Step 3 of the grievance procedure provided such grievance is submitted in writing to the Executive Director, or **their** designate, within five (5) working days of the said discharge. At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by **their** union representative. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.

11.04 Where a dispute arises between the Union and the Employer involving a question of general application or interpretation of the Agreement, or where a group of Employees, or the Union, or the Employer has a grievance, a policy grievance may be filed at Step 2 of the grievance procedure.

11.05 The time limits specified in the Grievance and/or Arbitration Procedure may be altered upon the written agreement of the parties.

ARTICLE 12 - ARBITRATION

12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by notice in writing within thirty (30) calendar days following the last step of the grievance procedure. Within five (5) working days thereafter, the parties shall meet together and appoint an Arbitrator. If the parties fail to agree upon the selection of an Arbitrator, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the written request of either party.

12.02 The provisions for arbitration as outlined in the Ontario Labour Relations Act may apply after exhausting the grievance procedure.

12.03 The Arbitrator 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.

12.04 Each party shall pay its own expenses including witnesses and the fees and expenses of the Arbitrator shall be borne equally by the parties.

12.05 No person shall be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.

ARTICLE 13 - EMPLOYEE FILES

13.01 A copy of any completed performance appraisal which is to be placed in an Employee's file shall be first reviewed with the Employee. The Employee shall initial such performance appraisal and shall have the opportunity to add **their** views to such evaluation prior to it being placed in **their** file.

Upon request and after having given reasonable notice, an Employee may review **their** file in the presence of **their** Supervisor or designate and be provided with a copy of any document contained therein.

Any letter of reprimand, suspension or other sanction will be removed from the record of an Employee twelve (12) months following receipt of such letter, suspension or other sanction provided that the Employee's record has been discipline free for twelve (12) months.

No document shall be used in disciplinary proceedings against an Employee where it has not been brought to the Employee and Union's attention at the time of the occurrence giving rise to said occurrence.

ARTICLE 14 - DISCIPLINE, SUSPENSION and DISCHARGE

14.01 An Employee may be discharged or disciplined, but only for just cause, and only upon the authority of the Employer as defined in this Agreement. An Employee shall have the reason(s) for such discharge or discipline given in the presence of **their** Steward or Union Representative. The release of a probationary employee may be for just cause, or for performance of a lesser standard.

14.02 Where a Supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall so notify the Employee twenty-four (24) hours in advance of the purpose of the interview in order that the Employee may contact **their** Steward to be present at the interview.

ARTICLE 15 - SENIORITY

15.01 (i) Seniority for Full-time and Part-Time Employees shall be defined as length of continuous service with the Employer since date of last hire. Seniority for Part-time and Casual Employees shall be based on working hours accumulated with the Employer since date of last hire. It is recognized that nineteen hundred and fifty (1950) paid hours equals one (1) year of service for full-time Employees, and eighteen hundred and sixty-seven (1867) working hours equals one (1) year of service for Part-time and Casual Employees.

(ii) A maximum of eighteen hundred and sixty-seven (1867) hours in a twelve- month period will be counted for seniority purposes. Any hours worked above eighteen hundred and sixty-seven (1867) in a twelve-month period will be counted for wage grid movement only.

15.02 The Employer will keep an up to date seniority list which will be posted on the Union bulletin board and copies of such current list will be supplied to the Union in January of each year.

15.03 The probationary period for full time Employees shall be three (3) months worked from date of last hire. After completion of the probationary period, seniority shall be effective from date of hire. Part-time employees shall be considered to be on probation for a period of four hundred-fifty (450) hours of work for employees whose regular hours of work are other than the standard work day.

If retained after the probationary period, the part-time employee shall be credited with seniority for four hundred-fifty (450) hours worked. With the written consent of the employer, the probationary employee, and the President of the Union or **their** designate, such probationary period may be extended.

15.04 Seniority shall be retained and accumulated when an Employee is absent from work under the following conditions:

- i) When on leave of absence with pay;
- ii) When on an approved leave of absence without pay, not exceeding twenty-one (21) weeks;
- iii) When in receipt of paid sick leave;
- iv) When in receipt of Workers' Compensation benefits for an injury sustained while in the employ of the Employer;
- v) When on pregnancy or parental leave.

15.05 Seniority shall be retained but not accumulated when an Employee is absent from work under the following conditions:

- i) When on an approved leave of absence without pay, exceeding twenty-one (21) weeks;
- ii) When absent due to illness after sick leave credits have been exhausted;
- iii) For a period of less than twenty-four (24) months after lay-off commenced;
- iv) When in receipt of Workers' Compensation benefits under circumstances other than those mentioned in Article 15.04 (d) above.

15.06 Seniority shall be lost and employment deemed to be terminated when an Employee:

- i) Resigns in writing and does not withdraw within two (2) working days;**
- ii) Is absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Employer of such absence and without providing a satisfactory reason(s) to the Employer;**
- iii) Utilizes a leave of absence for a purpose(s) other than that for which it was granted;**
- iv) Fails to report for work upon the expiration of a leave of absence, vacation or suspension except under circumstances beyond the employee's control;**
- v) Fails, upon being notified of a recall, to signify **their** intention of returning to work within five (5) working days of the notice of recall posted by registered mail to the last known address on file with the Employer and fails to report to work within five (5) working days after **they have** received the notice of recall or such further period of time as may be agreed upon by the parties;**
- vi) Retires;**
- vii) After twenty-four (24) months on lay-off.**

15.07 Seniority During Transfers Outside of the Bargaining Unit:

No Employee shall be transferred to a position outside the Bargaining Unit without **their consent. An Employee who is transferred to a supervisory, management or non-union position outside the Bargaining Unit shall retain their seniority while in that position for a period not to exceed thirty (30) days. When an Employee in a supervisory, management or non-union position outside the Bargaining Unit posts into the Bargaining Unit, **they** will not be credited with seniority other than any seniority previously accumulated within the Bargaining Unit.**

15.08 Part-time and Casual Employees transferring to a Full-time position shall receive, a seniority date calculated in accordance with Article 15.01 by taking their accrued seniority based on hours worked at the date of the transfer and calculating backwards from the date of transfer to a seniority date. A Full-time Employee transferring to a part-time or casual position shall take their seniority with them and continue to accrue seniority as a part-time or casual employee based on hours worked (1867 working hours equals one (1) year of service and seniority).

15.09 The Employer shall provide up to ten (10) working days for job specific orientation in the initial weeks on the job to the successful candidate if necessary.

The Employer shall provide up to fifteen (15) working days for job specific orientation in the initial weeks on the job.

ARTICLE 16 - JOB VACANCIES

16.01 When a vacancy occurs within this Bargaining Unit and the Employer determines to fill such vacancy or when the Employer determines to increase the number of Employees within this Bargaining Unit, the Employer shall post notice of the vacancy for five (5) working days on the Union bulletin board and email to all members of the bargaining unit. Such notice shall contain information concerning the nature of the position, qualifications, hours of work, and salary range.

Any Employee may submit an application online for such vacancy within the above-mentioned five (5) working days.

16.02 The job left vacant by the successful applicant for the initial posting shall be posted for three (3) working days. Such notice shall contain information concerning the nature of the position, qualifications, hours of work, and salary range.

An Employee who is a successful applicant for a vacancy shall not be entitled to apply for any other vacancy for a period of three (3) months.

16.03 The Employer shall consider the following two (2) factors in determining which Employee is to be selected:

- (a) the skill, ability, experience and qualifications of the applicant to perform the job; and
- (b) relative seniority of the applicants.

When in the judgement of the Employer, factor (a) is relatively equal as between two or more applicants, seniority shall govern. If none of its existing Employees is qualified to fill a vacancy, the Employer may hire an Employee from outside the Bargaining Unit.

However, the Employer will not consider any external candidate(s) until there are no internal candidates that possess the skills, ability, experience, knowledge to satisfactory perform the duties of the position.

16.04 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board used for that purpose. In the event that a more senior applicant was unsuccessful for a posted position, the Employer shall notify the more senior applicant prior to posting the name of the successful applicant.

16.05 Replacement for temporary vacancies will be offered in blocks of time to part-time Employees on the basis of seniority within the program.

- i) Where absences expected to be less than thirty (30) days are replaced, they will be scheduled from a list on the basis of seniority.
- ii) Absences expected to be thirty (30) calendar days or more, and all maternity/parental leaves where replaced, will be posted and filled according to the provisions of the Collective Agreement.
- iii) If the position cannot be filled internally then the Employer may fill the position from outside of the bargaining unit.
- iv) Employees assigned to Temporary full-time through the application of this provision will maintain their employment status (ie. P.T., F.T., etc.).
- v) Employees newly hired to fill temporary vacancies may be released and such release shall not be the subject of a grievance or arbitration. If retained in a permanent position the Employee will be credited with seniority from date of hire subject to successfully completing their probationary period.
- vi) The length of temporary employment may be extended by mutual agreement of the Union, Employee and the Employer.

16.06 Trial Period

The successful applicant shall be notified within a reasonable amount of time following the end of the posting period. **They** shall be given a trial period of **thirty (30)** working days, during which time **they** will receive orientation for the position if necessary. The Employer shall not curtail the trial period without just cause, before it has run its full course. 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 position, **they** shall be returned to **their** 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 **their** former position, wage or salary rate, without loss of seniority.

ARTICLE 17 - LAYOFF AND RECALL

17.01 Layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work. The Employer shall lay off employees in a position in reverse order of seniority provided the employees who remain are qualified to perform the required work. When the Employer meets with the affected laid off employees, there shall be a Union Representative present at the meeting.

17.02 Employees shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Union, provided that the senior employee is qualified to perform the required work.

17.03 In the event of a proposed layoff of more than 13 weeks of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (i) provide the Union sixty (60) calendar days notice but at no time any notice less than thirty (30) days, in written notice of the proposed lay-off or elimination of position; and
- (ii) provide to the affected employee(s) if any, sixty (60) calendar days written notice of lay-off or pay in lieu thereof.

NOTE: Where a proposed Jay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent Jay-off.

17.04 The Employer shall meet with the Union to review the following:

- (a) the reason causing the lay-off.
- (b) the method of implementation including the areas of cut-back and Employees to be laid off.
- (c) identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including but not limited to, identifying work which would otherwise be bargaining work and is currently work contracted out by the Employer which could be performed by bargaining unit employees who are or would be laid off.
- (d) identify the retraining needs of workers and facilitate such training for workers who are, or would be otherwise be, laid off.

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

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

17.06 In the event of a proposed short term lay-off of less than thirteen (13) weeks duration, the Employer will:

- (a) Provide the Union with no less than twenty (20) calendar days' notice of such layoff, and
- (b) Meet with the Union to review the following:
 - (i) the reason causing the lay-off
 - (ii) the method of implementation including the areas of cut-back and Employees to be laid off.
 - (iii) identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including but not limited to, identifying work which would otherwise be bargaining work and is currently work contracted out by the Employer which could be performed by bargaining unit employees who are or would be laid off.
 - (iv) identify the retraining needs of workers and facilitate such training for workers who are, or would be otherwise be, laid off.
- (c) An employee who has been notified of a temporary layoff will have rights as per article 17.05.

17.07 No new employee is to be hired until those on layoff have been given an opportunity to be recalled provided the employee on layoff is qualified to perform the available work. An employee bumped to and/or recalled to a different position from what **they** held when laid off, shall be entitled to a fifteen (15) working day familiarization period.

17.08 Continuation of Benefits

In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums up to two (2) months from the employee's last day worked or three (3) months from the day of the lay-off notice, whichever is earlier. The employee may continue to pay the full premium cost of benefits for up to twelve (12) months with the consent of the benefit carrier. Such payment can be made through the Pension and Benefit Department, provided that the employee informs the Employer of **their** intent to do so at the time of the lay-off and arranges with the Employer the appropriate payment schedule.

17.09 A vacant position shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

17.10 Employees on layoff shall be given preference for temporary vacancies that are expected to exceed ten (10) working days.

- 17.11 An employee who has been offered such temporary employment shall not be required to accept such employment and may instead remain on layoff. Recall procedures shall not apply to temporary vacancies.
- 17.12 An employee recalled to work in a different classification from which **they were** laid off shall have the privilege of returning to the position **they** held prior to the layoff should it become vacant within six (6) months of being recalled.
- 17.13 It is the sole responsibility of the employee who is being recalled to notify the Employer of **their** intention to return to work within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after receiving such notification. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for **their** proper address being on record with the Employer.
- 17.14 A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.
- 17.15 If a department is moved to another location/site, the employee shall have the option to go with the department or accept a layoff and follow the rights under this Collective Agreement. Any employee who elects to move to another location/site will not be reimbursed for travel time or mileage expenses.
- 17.16 Full-time employees will not be laid off by reason of their hours of work being divided among two (2) or more part-time employees.
- 17.17 The parties agree in order to maintain continuity and harmonious Labour Relations during a period of lay-off, the last persons to be laid off shall be the persons currently in the following positions on the CUPE Local 4161 Executive Board, provided they are qualified to perform the available work; President, Vice President, Recording-Secretary and Secretary-Treasurer.

ARTICLE 18 - HOURS OF WORK

- 18.01 (a) The normal average of weekly hours of work shall be thirty-seven and one-half (37 ½) hours, exclusive of a daily one (1) hour unpaid meal break and shall be worked in accordance with shift schedules as determined by the Employer. The normal working hours per shift shall be seven and one-half (7 ½) hours, exclusive of a daily one (1) hour unpaid meal break. This shall not represent a guarantee of hours of work.

- (b) Regular tours for all Employees will be scheduled as follows:
- i) No tours shall commence earlier than 7:00 a.m. nor finish later than 10:00 p.m., unless otherwise agreed by the parties;
 - ii) There shall be no split shifts scheduled unless otherwise agreed by the Union, the Employer and the employee;
 - iii) Should the need arise to permanently create a new shift, the shift option will be posted. However, should the need arise to temporarily alter an employee's scheduled tour, a voluntary alternate shift can be mutually agreed to between the Employee and their Manager.
 - iv) In filling unscheduled absences between 7 a.m. and 10 p.m., the available work will be assigned by seniority. If necessary, the Employer may assign unfilled work schedules in ascending order of seniority.
- (c) Part-time Employees will be scheduled for all weekend work, however in the event that more weekend work is required than can be performed by the Part-time staff, the Employer and the Union will meet to negotiate the terms for a seven (7) day rotation for Full-time Employees.
- (d) All employees on regular shifts in which the greatest number of hours worked occurs between 4:30 p.m. and 10:00 p.m. shall be paid a premium of eighty cents (\$.80) for each hour worked between the said hours.

All employees who work on Saturday or Sunday as part of their regular work week, shall be paid a premium of one dollar (\$1.00) for each hour worked.

(e) Preceptor Pay

An employee required to orientate or train any Employee or student shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular rate of pay for performing such duties.

(f) Responsibility Allowance

When an Employee temporarily relieves or performs the principle duties of a higher rated position outside the bargaining unit they shall be paid a premium of one dollar and fifty cents (\$1.50) per hour in addition to their regular rate of pay for performing such duties. The temporary relief shall be offered according to seniority.

18.02 In any normal shift of seven and one-half (7 ½) hours, an Employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period in an area made available by the Employer.

- 18.03 (a) Part-time Employees as defined in Article 3.02(b) of this agreement, will make the commitment to be available for an average of five (5) scheduled tours bi-weekly. This commitment does not in any way constitute a guarantee of hours from the Employer and is subject to the availability of scheduled work.
- (b) Scheduled tours remaining after (a) above will then be scheduled by bargaining unit seniority, provided the Employee is qualified to perform the duties of the job.
- (c) Part-time Employees will be permitted to exchange scheduled tours, but such changes will not result in overtime pay. Requests for a change in posted schedules must be co-signed by the other Employee participating in the change and submitted in writing for authorization by the management/supervisor.
- (d) Schedules will be posted two (2) weeks in advance and will cover a six (6) week period. Seniority will be used to honour requests for days off or scheduling preference related to the program. There shall be no change to such schedule after being posted unless by mutual agreement of the Employer and the employee or the employees affected by such change, except in the event of an emergency or for reasons beyond the control of the Employer.
- (e) Casual employees as defined in Article 3.02 (c) of this agreement must inform the Employer in advance of their availability to work each week. Casual Employees who do not make themselves available for work at least two shifts per month will be deemed to have terminated their employment.
- (f) Employees may be permitted to exchange shifts or give up a shift to another employee provided that such request is submitted in writing and approved by the Employer at least forty-eight (48) hours prior to the scheduled shift.
- (g) All available regular part-time shifts shall be distributed equally among regular part-time employees by seniority.
- (h) Any changes to the schedules, hours of work or any other working conditions, the Union shall be notified prior to the change.

18.04 In circumstances of inclement weather conditions or other emergencies which result in the closure of the employee's work site they shall be entitled to payment for lost time from scheduled work. Payment shall be made at the employee's normal hourly rate. If it is safe to so, staff may be instructed to report to an alternate location.

ARTICLE 19 - OVERTIME DEFINED

- 19.01 (a) If a full-time Employee is required to work in excess of the hours worked in Article 18.01, **they** shall receive overtime premium of one and one-half (1½) times **their** regular straight time hourly rate. Such overtime premium shall be compensated by mutual agreement of the Employee and the Employer, by payment of overtime premium at the rate of one and one-half (1½) times the Employee's regular straight time hourly rate of pay for the time so worked
- (b) Part-time employees who are assigned to work in excess of seven and one-half (7.5) hours per day shall receive overtime compensation in accordance with the above conditions. Such overtime compensation will be in the form of payment only.
- 19.02 All overtime hours must be pre-authorized by the Employee's immediate Supervisor or **their** designate. Time up to and including fifteen (15) minutes will not be counted.
- 19.03 An Employee required to work more than three (3) hours overtime shall be allowed a one-half(½) hour meal break with pay. An Employee will be allowed to take an additional paid fifteen (15) minute break for each additional three (3) hours of overtime worked.
- 19.04 Overtime and call back time shall be offered firstly to the Employee whose workload necessitates the overtime. In the event that **they are** unable to work the overtime it then will be offered to Employee(s) by seniority.
- 19.05 Overtime shall be on a voluntary basis.
- 19.06 An Employee who is called in and required to work outside **their** regular working hours shall be paid at time and one half (1.5) **their** regular straight time hourly rate of pay for all hours worked during such call-back period, with a minimum of three (3) hours at **their** straight time rate.

ARTICLE 20 - PAID HOLIDAYS

20.01 The Employer agrees to recognize the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Boxing Day
Canada Day	Christmas Day
Civic Holiday	Family Day
Easter Monday	National Truth and Reconciliation Day

In addition, ½ float holiday for current full-time and regular part-time employees who become full-time and were employees prior to August 1, 1997. The ½ day float holiday will not apply to any new full-time employee hired after August 1, 1997.

The Employer also agrees to recognize any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

20.02 In the event the Employer requires an Employee to work on any of the holidays herein described, Employees shall be offered such available hours by seniority, provided that the Employee possesses the appropriate skill and ability and has been previously oriented to the assignment.

A Full-time Employee who works on any of the above holidays shall be paid for all hours worked at a rate of one and one-half (1 ½) times **their** regular rate of pay. In addition **they** shall receive an additional day off with pay. Such day off shall be taken at a mutually agreed upon time within sixty (60) calendar days following the holiday.

A Part-time or Casual Employee who works on any of the above holidays shall be paid for all hours worked at the rate of one and one-half (1 ½) times **their** regular rate of pay

20.03 In order to qualify for holiday pay an Employee must work **their** full regular day of work preceding and following the holiday concerned unless the Employee is absent due to illness, supported by a physician's note, or vacation and such absence or other absence is approved by the Employer.

20.04 If any of the above holidays fall on a Saturday or Sunday the Employer shall establish which weekday(s) will be observed as the holiday(s).

ARTICLE 21 - PAID VACATIONS

21.01 (a) All Full-time Employees shall be granted vacation with pay as follows:

- (i) Employees who have completed less than one year of Full-time continuous service shall be entitled to a vacation to be used in the calendar year on the basis of 1.25 days of each completed month of service;
- (ii) Employees who have completed one (1) year or more of Full-time continuous service shall be entitled to an annual vacation of three (3) weeks with three (3) weeks pay;
- (iii) Employees who have completed three (3) or more years of Full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks pay.

- (iv) Employees who have completed fifteen (15) or more years of Full- time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks pay.
- (b) Part-time employees shall receive four percent (4%) vacation pay for the first 1867 hours worked, six percent (6%) upon completion of 1867 hours, and eight percent (8%) after the completion of 5600 hours. Casual employees will receive four percent (4%) vacation pay. These percentages will be based on the employees' regular straight time hourly rate and will be paid on gross earnings each pay period.

*Note: It is understood that no employee who is employed by the Employer on the date of ratification of this agreement shall have **their** vacation entitlement decreased as a result of the implementation of Clause 21.01(b).*

- 21.02 (a) Employees who are absent from employment will have their paid vacation time prorated and adjusted, except for:

- scheduled days off
- vacation and paid holidays
- paid sick leave
- absences of any other kind for up to one (1) month.

In interpreting this provision, the entitlements as set out in 21.01 (b), (c) and (d) above shall remain the same. Such entitlement may be unpaid time off at the Employee's request and subject to all other terms and conditions of the Collective Agreement.

- (b) Where paid vacation time taken by the Employee is in excess of the amount earned in any given year, it will be deducted from the Employee's final pay, or final pay of the fiscal year (last pay in March) or will be refunded in some other mutually agreeable way, to the Employer.

- 21.03 The vacation period shall be from April 1 to March 31 in each year. Insofar as it is practical to do so, having regard to the necessity of maintaining the efficient operation of the Employer, vacation requests will be considered as follows:

During the last week of February, Employees will be directed to present their vacation requests in person to their Manager, in accordance with their seniority. In the event that an Employee will be off work during the last week of February, **their** choice of vacation will be duly considered by program and job classification if **their** written request has been previously submitted to their Manager.

The allocation of prime time vacation will initially be limited to two (2) weeks. Additional prime time vacation will be subject to availability. Prime time vacation time includes the months of July and August.

Employees shall have the right to split their vacation entitlement into periods of one (1) week or more. The Employer may grant the utilization of single vacation days up to a maximum of five (5) days per fiscal year. Any unused vacation entitlement as of March 31, in any calendar year will be paid to the Employee as soon as is practicable thereafter, however, the Employee may be permitted to carry over a maximum of five (5) days of vacation entitlement into the next fiscal year upon mutual agreement with **their** Manager.

- 21.04 Should a paid holiday fall on an Employee's vacation period **they** shall receive an additional vacation day with pay.
- 21.05 An Employee may not change **their** authorized vacation time without the prior approval of **their** immediate Supervisor or designate.
- 21.06 (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.
- (b) Where an Employee's scheduled vacation is interrupted due to serious illness requiring the Employee to be an In-patient 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 credit.

ARTICLE 22 - SICK LEAVE PROVISIONS

- 22.01 Sick leave means the period of time a full-time Employee is absent from work with full pay by virtue of being sick or disabled.
- 22.02 Sick leave benefits for Full-time Employees are cumulative at the rate of 1½ days per month worked (eighteen (18) days per year). The unused portion of an Employee's sick leave shall accrue for **their** future benefits up to a maximum of 120 working days.
- 22.03 Where an Employee is prevented from working due to an illness or injury and has accumulated sick time to **their** credit, **they** may utilize such unused sick time credit.
- 22.04 The Employer may request a medical certificate verifying an absence of three (3) or more working days. If an employee is having attendance issues an Attendance Support meeting will be scheduled between the employee, the employer and the union. Following this meeting the employee may be required to provide a medical certificate on the first day of any absence. Such certificate shall be at the Employer's expense.

22.05 Sick Leave Records: Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to **their** credit.

22.06 An Employee must make up the time used for **medical/dental** appointments. Such arrangements shall be pre-approved by the Employee's immediate Supervisor or **their** designate.

If an employee has **medical/dental** appointments the Employee may use a sick day for the time used to keep said appointments up to a maximum of three (3) sick days per year.

22.07 Critical Illness in the Family

Where no one other than the employee can provide for the needs during critical illness of an immediate family member, i.e.; child, spouse, mother, father, **mother-in-law, father-in-law**, sister, brother, an employee shall be entitled, after notifying the Employer, to use up to three (3) days of the yearly accumulated sick leave to care for the member of the family who is ill.

ARTICLE 23 - LEAVES OF ABSENCE

23.01 Upon application in writing to the Employee's immediate Supervisor or designate, the Employer may in its discretion grant leaves of absence to Employees without pay. Such requests shall not be unreasonably denied.

23.02 Leaves of Absence for Union Functions:

(a) The Employer may grant an unpaid leave of absence to an Employee elected or appointed by the Union to attend at conventions, conferences or seminars provided all of the following conditions are met:

- i) Requests for such leaves shall be made in writing at least two (2) weeks in advance by the Employee to the Employee's immediate Supervisor or designate;
- ii) Such leave shall not collectively exceed twenty (20) working days in any fiscal year;
- iii) Such leave shall not interfere with the continuance of efficient operations by the Employer.

(b) Where such leave has been granted under Article 23.02 (a) above, the Employer will continue to pay such Employee **their** regular wages and benefits. The Union will reimburse the Employer upon receipt of a detailed invoice for the paid wages and benefits.

- (c) The Employer may grant a leave of absence without pay and benefits to an employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated. Seniority will be retained but not accumulate during such leave.
- (d) The Union President will be granted a maximum of one-half(½) day per week to perform union duties with full pay, benefits and seniority, which shall be submitted by the Employer to the Local Union for reimbursement upon receipt.

23.03 Bereavement Leave:

The following shall be granted:

- (a) An Employee who notified the Employer as soon as possible following bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, (also defined as partners of the same sex), child, step-child, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, spouse's grandparent or spouse of a grandparent.

An Employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of their aunt, uncle, niece or nephew.

- (b) Where extensive travel is required, beyond 500 kilometres or more, or in exceptional circumstances, additional paid compassionate leave of up to two (2) days shall be granted.
- (c) When an employee's scheduled vacation is interrupted due to bereavement, the employees shall be entitled to bereavement leave in accordance with Article 23.03 (a) and (b).

23.04 Mourner's Leave:

One Employee designated by the Union shall be granted time off with pay for the purpose of attending the funeral of a Union member employed by the Employer.

23.05 Pregnancy and Parental Leave:

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

- a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.

- b) The employee shall give written notification which shall include the expected date of return and a certificate from the legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature births or the sudden coming into care of an adopted child.
- c) The employee has the right to return to **their** former position if it still exists or to a compatible position.
- d) An employee shall be entitled to seventeen (17) weeks of pregnancy leave and thirty-five (35) weeks of parental leave. The mother, if taking parental leave, must take it at the end of the pregnancy leave or such time as the child came into **their** care, but not more than fifty-two (52) weeks after the child is born or came into **their** care.
- e) The employee shall continue to accumulate seniority service rights and shall continue to participate in the group benefit plan and pension plan unless **they** elects in writing not to do so. An adoptive parent or father of a child is entitled to a parental leave of thirty-seven (37) weeks, inclusive of the one (1) week Employment Insurance waiting period.
- f) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk.

If such a transfer is not feasible, the pregnant employee, if **they** so requests, will be granted to use **their** sick days prior to commencing pregnancy leave.

23.06 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 required by subpoena to attend a Court of law or coroner's inquest, the Employee shall not lose regular pay because of such attendance provided that the Employee:

- (a) Notifies the Employer immediately on the Employee's notification that **they** will be required to attend court;
- (b) Presents proof of service requiring the Employee's attendance;
- (c) Deposits promptly with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances, and deposits with the Employer an official receipt where available.

23.07 Educational Leave:

The Employer shall provide fee reimbursement to an Employee for courses, workshops or seminars provided all of the following conditions are met:

- (a) Attendance at such courses, workshops or seminars is directly work-related;
- (b) The Employee notifies and obtains the approval of **their** immediate Supervisor or designate of **their** intent to attend such course, workshop or seminar;
- (c) The Employee provides **their** immediate Supervisor or designate with a receipt of fees paid and evidence of successful completion of such course, workshop or seminar;
- (d) Funding for such courses, workshops or seminars is available.

23.08 Pre-Paid Leave Plan:

The Employer agrees to introduce a prepaid leave program, funded solely by the Employee, subject to the following terms and conditions:

- (a) The plan is available to Employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The Employee must make written application to the Executive Director or **their** designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) Written applications will be reviewed by the Executive Director or **their** designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of Employees that may be absent at any one time shall not exceed two (2) full-time equivalent Employees. The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the Employee, the Local Union and the Employer.

- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the Employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Employee.
- (h) All, if any, benefits shall be kept whole during the four (4) years of salary deferral and the Employee shall pay the required premiums. The Employee may apply for a continuance of benefits for the year of leave and must pay both the Employer and Employee portions through the Employer during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating Employees must continue to contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary hold back) during the four (4) years of salary deferral. During the year of leave, the Employee's pension will be held in suspense, i.e. no contributions can be made.
- (j) Full-time Employees will not be eligible to participate in the long term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) An Employee may withdraw from the prepaid leave plan at any time during the deferred portion provided three (3) months' notice is given the Executive Director or their designate. Deferred salary, plus accrued interest, if any, will be returned to the Employee, within a reasonable period of time.
- (m) If the Employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the Employee within a reasonable period of time. In the case of the Employee's death, the funds will be paid to the Employee's estate.

- (n) The Employer will endeavour to find a temporary replacement for the Employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The Employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to **them** within a reasonable period of time.
- (o) The employee will be reinstated to **their** former position unless the position has been discontinued, in which case **they** shall be given a comparable job.
- (p) Final approval for entry into the prepaid leave program will be subject to the Employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Employee's pay. Such agreement will include:
 - (i) A statement that the Employee is entering the prepaid leave program in accordance with Article 23.08 (c) of the Collective Agreement; and
 - (ii) The period of salary deferral and the period for which the leave is requested.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Payment of Wages:

The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. Pay will be deposited bi-weekly into a bank account as designated by each employee. Except in circumstances beyond the Employer's control, the regular pay day shall be every second Friday, on which day Employees will be paid their respective wage entitlement provide however that when such Friday falls on a paid holiday herein mentioned, the wages shall then be paid at least 24 hours preceding the holiday. On each payday, each Employee shall be provided with an itemized statement of **their** wages, overtime, and other supplementary pay and deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement.

When a mistake is made on an employees pay cheque it shall be corrected in the following manner.

- i) When the fault of the employer, payment will be made within seventy-two (72) hours by separate cheque.
- ii) When the fault of the employee, payment will be corrected on the next regular payday.

24.02 Effective the beginning of the first full pay period following the date of ratification, the kilometric rate will be the VON corporate rate to Employees who, in one day, are required to travel more than one (1) kilometre between assignments (except assignments within one building or complex).

24.03 Part-time and Casual employees will be paid eight percent (8%) in addition to their straight time hourly rate in lieu of all fringe benefits. It is understood and agreed that holiday pay, sick leave, insured benefits and pension are included in this percentage. Part-time and Casual employees who join the pension plan shall have the percentage in lieu reduced to five point five percent (5.5%). These percentages will be based on the employees' regular straight time hourly rate and will be paid on gross earnings each pay period.

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.01 The Employer shall provide each Employee with an annual detailed Employee Benefit statement which shall outline accrued sick leave and vacation credits.

25.02 Health Benefits:

The Employer shall contribute towards the premium coverage of full-time participating eligible Employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions, including any enrolment requirements.

- (a) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible Employees in the active employ of the Employer for a group life insurance plan providing two (2) times annual salary as well as accidental death and dismemberment in the same amount.
- (b) The Employer agrees to pay one hundred percent (100%) of the single rate billed premium towards coverage of eligible Employees in the active employ of the Employer for the following plans or comparable plans as provided by the Employer:
 - i) Pay-Direct Drug Plan Z, with prescription co-payment of \$4.00
 - ii) Extended Health Plan. . Effective April 1, 2015 the maximum annual amount for massage therapy will be increased to \$250 per year.
 - iii) Vision Plan, with a maximum of \$250 every twenty-four (24) months per participant, and can be used towards the purchase of contacts, laser surgery, plus eye exam coverage every 24 months.
 - iv) Dental Plan, with a nine (9) month recall on check-ups, cleaning and x-rays
 - v) Semi-private hospital coverage
 - vi) Out-of-Province coverage

- (c) The Employer agrees to pay fifty percent (50%) of the family rate billed premium towards family coverage of eligible Employees in the active employ of the Employer for the plans listed in i) to vi) above.

25.03 Pension Plan:

All Employees who are presently enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New Full-time Employees, and 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 in accordance with its terms and conditions. Part-time and Casual Employees may enroll in the Plan when eligible in accordance with its terms and conditions.

- 25.04 An Employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety Insurance Board for a period longer than five (5) working days may apply to the Employer for payment equivalent to the amount they would receive from Workplace Safety Insurance Board (85% of their net earnings) if their claim was approved, utilizing the Employees sick leave credits to the maximum available. Payment will be provided only if the Employee provides evidence of disability satisfactory to the Employer and the Employee agrees to reimburse the number of sick days so utilized, following approval of the Workplace Safety Insurance Board claim.

ARTICLE 26 - GENERAL CONDITIONS

- 26.01 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 27 - COPIES OF AGREEMENT

- 27.01 A copy of this Agreement in a mutually agreed upon form will be issued to each Employee now employed and as employed. The cost of printing this agreement shall be shared equally between the Union and the Employer. Sufficient copies of this agreement shall be distributed within thirty (30) days of signing.

ARTICLE 28 - TERM OF AGREEMENT

- 28.01 This Agreement shall be binding and remain in effect from April 1, 2022 to March 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires to revise or amend the Collective Agreement.
- 28.02 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 28.03 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.
- 28.04 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike occurs, whichever occurs first.

THIS AGREEMENT dated at Windsor, Ontario the 29 day of August, 2024

FOR THE EMPLOYER

Catherine Wallington
Catherine Wallington (Sep 3, 2024 15:02 EDT)

Jeff Wood
Jeff Wood (Sep 3, 2024 15:57 EDT)

FOR THE UNION

Tanu Palaha
Tanu Palaha (Aug 30, 2024 11:10 EDT)

Veronica Hillman
Veronica Hillman (Aug 30, 2024 15:54 EDT)

Carrie Withers

SCHEDULE "A" - Wages

Effective April 1, 2022				
	Starting Rate	1 Year	2 Years	3 Years
Client Service Rep/Associate	15.8800	16.8300	17.6500	18.4800
MOW Assistant/Office Clerk Client Service Rep	16.9400	17.6900	18.8500	19.7400
Custodian	17.6600	18.5800	19.5400	20.4700
CSA Team Lead				
Medical Secretary	19.5400	20.4400	21.3900	22.3800

Effective April 1, 2023				
	Starting Rate	1 Year	2 Years	3 Years
Client Service Rep/Associate	16.3600	17.3300	18.1800	19.0300
MOW Assistant/Office Clerk Client Service Rep	17.4500	18.2200	19.4200	20.3300
Custodian	18.1900	19.1400	20.1200	21.0900
CSA Team Lead				
Medical Secretary	20.1200	21.0600	22.0300	23.0500

Effective April 1, 2024				
NOTE: Effective date of ratification (May 2,2024) start rate for CSR/CSA is to be deleted.				
	Starting Rate	1 Year	2 Years	3 Years
Client Service Rep/Associate	17.0500	17.8500	18.7300	19.6000
MOW Assistant/Office Clerk Client Service Rep	17.9700	18.7700	20.0000	20.9400
Custodian	18.7400	19.7100	20.7300	21.7200
CSA Team Lead				
Medical Secretary	20.7300	21.6900	22.6900	23.7400