



**COLLECTIVE AGREEMENT**

**BETWEEN**

**VICTORIA VILLAGE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4660**

**Expiry of Agreement: December 31<sup>st</sup>, 2025**

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## **GENERAL PURPOSE**

### **PREAMBLE**

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT:

- (a) To maintain and improve the relationship between them to settle the conditions of employment on behalf of the employer's employees;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in the employer's operation;
- (d) to promote the morale, well-being and job security of the employees in the bargaining unit.

AND WHEREAS:

It is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an agreement.

NOW THEREFORE THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

### **ARTICLE 1 - RECOGNITION**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Victoria Village Inc. in the City of Barrie, save and except Supervisors, persons above the rank of supervisor, therapists, office and clerical staff and persons employed at the day clinic.

Clarity Note: It is agreed that coordinators are supervisors or above.

1.02 The parties hereby agree that in accordance with the *Ontario Labour Relations Act*, this Agreement is binding on all principals of each party.

1.03 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or in emergencies or while awaiting the arrival of a regular employee.

1.04 It is understood that nothing in this agreement shall prevent a resident or their designate from making arrangements for private care providers or publicly funded service delivery (VON; Homecare), private duty or companion care. Such service(s) is between the resident or designate and the provider.

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1.05 It is understood that the nature of the organization lends itself to the use of volunteers and that it is not the intent of the employer to utilize volunteers to replace paid Union Members to perform work normally performed by the Union members.

1.06 **No Discrimination**

The parties agree there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise, by reason of age, race, creed, colour, political or religious affiliation, sex, sexual orientation, pregnancy, illness or disease, ethnic, national or aboriginal origin, family status, source of income, political beliefs, affiliations or activities, physical appearance, or marital status, place of residence, physical or mental disability, nor by reason of their membership or activity in the Union, where to do so would be contrary to the Human Rights Code.

**ARTICLE 2 - PROBATIONARY EMPLOYEES**

2.01 A newly hired employee shall be on probation until they have completed four hundred and fifty (450) hours, in the case of permanent part time this shall be no longer than six months worked from the date of last hire. During the probationary period, the Employer will keep the employee regularly apprised of their progress.

The parties acknowledge that the probationary period affords the Employer an opportunity to assess an employee, and it is therefore agreed that the dismissal of a probationary employee is not subject to just cause but rather shall be the discretion of the Employer, provided in the Employer's opinion it can provide a rational basis for the dismissal based on performance and suitability.

Accumulated seniority hours will be credited upon completion of probation.

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### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to operate and manage the home in all respects and:
- (a) to maintain order, discipline and efficiency, establish, enforce and revise from time to time reasonable written rules and regulations to be observed by the employees;
  - (b) to hire, discharge, direct, transfer, classify, promote, demote and discipline employees, provided that a claim of discriminatory classifications, transfers, promotion, demotion discipline, or a claim by an employee who has completed their probationary period that she has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
  - (c) to determine the services to be rendered, the methods, the work procedures, the kind and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Employer; to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services.
  - (d) To direct and control the work of the employees, determine the amount of supervision necessary, the hours of work, the scheduling of employees, combining or splitting of departments and work schedules;
- 3.02 Without restricting or limiting the generality of the foregoing, the Employer retains the rights and privileges and responsibilities of management not specifically relinquished or modified by this agreement.
- 3.03 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and terms of the agreement.

### **ARTICLE 4 - UNION DUES AND SECURITY**

- 4.01 The Employer will deduct from the pay of all employees covered by this agreement, an amount equal to the monthly dues as authorized by the Union. Thereafter, all employees shall commence paying dues their first day of work.
- (a) This sum shall be deducted from the last pay of the month and remitted to the NATIONAL SECRETARY-TREASURER of the Union
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no later than the 15<sup>th</sup> of the Month following the month in which the dues were deducted.

- (b) The list shall be accompanied by the names, amounts, addresses, and classifications of employees from whose wages the deductions have been made. The list shall also indicate whether an employee is full-time or part-time, layoffs, retirements, terminations, leaves of absences in excess of one month.
- (c) A copy of this list will also be forwarded to the Secretary of the Local Union. Monthly, as they become known to the Employer, changes of address will be listed.
- (d) The Union agrees to keep the Employer advised as to the name and address of the National Secretary-Treasurer in Ottawa, and the amount of the dues deduction to be made.

4.02 The Employer shall indicate on the employee's T-4 income tax slips the amount of the union dues deducted from their pay during the tax year.

4.03 **All Employees to be Members**

All employees covered by this agreement as a condition of continued employment shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union.

4.04 A representative of the Union will be given an opportunity to meet with new employees during their orientation for a period up to 15 minutes.

4.05 The Union, its members and/or its agents shall not, on the Employers Premises, conduct activities, without the permission of the CEO or Designate.

## **ARTICLE 5 – LABOUR MANAGEMENT COMMITTEE**

5.01 Where there are matters of mutual concern and interest that would be beneficial if discussed at a Union-Management Committee meeting, the following shall apply:

- (a) Each party shall appoint an equal number of representatives.
  - (b) The Committee shall meet every three (3) months unless otherwise agreed, at a time and place mutually agreed. At the request of either party, the committee can meet more frequently.
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- (c) The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least seven (7) days prior to the meeting.
  - (d) A record shall be maintained of matter referred to the committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee employees and minutes shall be posted on the staff bulletin board.
  - (e) The minutes will be signed by both parties prior to posting them.
  - (f) The purpose of the Committee includes:
    - i) Promoting and providing effective and meaningful communication of information and ideas;
    - ii) Making joint recommendations on matters of concern including the quality of care;
    - iii) Discussing and reviewing matters which are of mutual benefit to the parties but shall not include items or issues that are properly dealt with under the Grievances procedure or negotiations for amendment or renewal of this Agreement.
  - (g) The Employer agrees to pay (up to a maximum of three (3) Employees) for the time spent at such meetings. This payment for time spent shall not result in premium pay. It is understood that not more than three (3) employees may attend the meetings on an unpaid basis.
  - (h) Interested members of the Union who are not on the committee, may speak at the meeting with advance written notice of the item(s) to be addressed. Only members of the committee have a vote.

## **ARTICLE 6 - NO STRIKES – NO LOCKOUTS**

- 6.01 The parties to this Agreement recognize they have a responsibility to the residents and the public for the continuance of uninterrupted service. Therefore, there shall be no strikes or lockouts as long as this Agreement continues to operate.
- 6.02 Definition of the terms, "strike" and "lockouts" as used in Article 5.01 above, shall be in accordance with the *Ontario Labour Relations Act* and amendments thereto.

- 6.03 Unresolved contract issues arising during negotiations shall be submitted to conciliation and arbitration under the *Hospital Labour Disputes Arbitration Act*.

## **ARTICLE 7 - UNION REPRESENTATION**

- 7.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect stewards, to a maximum of four (4), whose duties shall be to assist any employee in preparing and in presenting his grievances according to the grievance procedure. Where possible, the stewards shall be elected from different shifts and departments.  
It is understood that the employer shall not normally be required to meet with more than one steward at any time in dealing with an issue.
- 7.02 The Union shall notify the Employer, in writing, of the names of those Stewards so elected or appointed. The Employer shall not be required to recognize such persons until they are in receipt of such notice.
- 7.03 Officers of the Union or Stewards shall have the right to investigate and process grievances arising under this Agreement for reasonable period during their working hours, without loss of pay, (provided they first get permission from the supervisor and report back to the supervisor when finished union business). Such permission shall not be unreasonably withheld. Stewards shall not leave the Employer's premises during such a period.
- 7.04 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 7.05 It is agreed that the time spent by the Steward and the employee reviewing a grievance shall be kept to a minimum and that the Employer may limit this privilege except that such limitation shall not be unreasonable. Otherwise, all Union business will be conducted on the employee's own time, except scheduled union meetings,

### **Negotiating Committee**

- 7.06 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper union authorization. To facilitate proper representation, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply
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the Union with a list of its supervisory or other personnel with whom the Union may be required to conduct Union-Employer business.

- 7.07 A maximum of three (3) employees who are on the negotiating committee shall receive their regular straight time rate for their classification for all hours they would have been scheduled to work but were spent in negotiations or conciliation sessions with the Employer, for the purpose of renewing or amending this Collective Agreement. When a mutually agreed upon date is scheduled between the Employer and the Union, and it falls on a negotiating committee member's day off, they will be paid their normal shift for the day of the negotiations and their succeeding shift may be scheduled off without pay, where possible. This payment shall not be included for the purposes of calculating overtime payments. The CUPE National Representative will be a part of the negotiating committee and attend all negotiation dates.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 At any stage of the grievance procedure, an employee shall have the right upon request to have the presence of the union representation. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor or designate within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to come to the attention of the employee and failing settlement within seven (7) calendar days, it may then be taken up as a grievance within seven (7) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

### **STEP NO. 1**

The employee may submit a written grievance signed by the employee to their immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver their decision in writing within seven (7) calendar days following the day on which the grievance was presented to them. Failing settlement, then:

## **STEP NO. 2**

Within seven (7) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the CEO or their designee. A meeting will then be held between the CEO or their designee and the Union Representative and the Grievor within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties, in writing. It is understood and agreed that a representative of the Canadian Union of Public Employees and the Grievor may be present at the meeting. It is further understood that the CEO or their designee may have such counsel and assistance as she may desire at such meeting. The decision of the Employer shall be delivered in writing within seven (7) calendar days following the date of such meeting.

### **8.03 Policy Grievance**

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within ten (10) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

### **8.04 Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or their designee within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.05 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within twelve (12) working days after the

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decision under Step No. 2, it will be deemed to have been received within the time limits.

8.06 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

8.07 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within ten (10) working days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to affect such appointment upon application hereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of ten (10) working days, they may then request the Minister of Labour for the Province of Ontario to appoint a chairman.

8.08 **Grievance Mediation**

Failing satisfactory settlement being reached at Step 2, upon mutual agreement, the grievance may be referred to an impartial grievance mediator.

The selection of the mediator will be made jointly by both the Union and the Employer. The costs of the mediator shall be shared equally between the Employer and the Union.

8.09 No Person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.11 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor alter, modify, add to, or amend any part of this Agreement.

8.12 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

- 8.13 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 8.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 50 of the *Labour Relations Act*.
- 8.15 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- 8.16 **Employee Discipline / Files**
- A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within five (5) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- Confirming the Employer's action in dismissing the employee; or reinstating the employee with or without full compensation for the time lost; or by any other arrangement which may be deemed just and equitable.
- 8.17 The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.
- 8.18 No disciplinary action shall be used against an employee after twelve (12) months provided that no similar occurrence was committed during this period. Substantiated third party interface shall remain on the file indefinitely.
- 8.19 Employees have the right to review their employee file within two (2) business days of written notice to the CEO/designate. Such review shall be done on the employee's own time and the employee may have a steward present when reviewing their file. Employees shall not be allowed to view references.
- 8.20 Employees have the right to have union representation at any meeting with the employer.
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## **ARTICLE 9 - SENIORITY**

- 9.01 Seniority is defined as the length of service in the bargaining unit.
- One year shall = 1850 hours worked for all employees.
- 9.02 The Employer shall maintain a seniority list showing the start date of the employee and the total hours worked. An up-to-date seniority list shall be sent to the Union and posted on the employee bulletin board in March and September yearly.
- 9.03 An employee shall lose all seniority and service and shall be deemed to have been terminated if she:
- (a) Resigns;
  - (b) is discharged and not reinstated through the grievance/arbitration procedure;
  - (c) retires;
  - (d) is absent from scheduled work for a period of three or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
  - (e) has been laid off for twenty-four (24) months;
  - (f) if the employee has been laid off and fails to return to work within twenty-one (21) calendar days after that employee has been notified by the Employer through registered mail addressed to the last known address on record of the Employer; the employee needs to notify the employer of their intent to return to work within 5 calendar days of receipt of notice.
  - (g) is absent due to illness or disability for a period of twenty-four (24) months from the time the disability or illness commenced.
  - (h) Fails to report to work after a scheduled leave of absence.
- 9.04 No employee shall be promoted or transferred to a position outside the bargaining unit without his consent. If an employee is promoted or transferred to a position outside of the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit for a period of not more than one (1) year. After completion of the employee's probationary period for the position such an employee may only return to the bargaining unit through the posting procedure. Such return shall be discussed between the Union and the Employer.

- 9.05 Any part-time employee unavailable for one (1) month is deemed to have resigned, excluding approved leaves.
- 9.06 Where an employee temporarily transfers employment status, i.e. full time or permanent part time, their status shall remain status quo until such time as they post into a permanent position and only at that time shall it change.

## **ARTICLE 10 - LAYOFFS AND RECALLS**

- 10.01 **Definition**
- In the event that it is necessary for the employer to reduce the work force, a layoff shall be defined as a reduction in the workforce, or a reduction of 25% of the regularly scheduled hours of work of an employee.
- 10.02 No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees without prior discussion with the union.
- 10.03 In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums for the duration of the month in which the employee is laid off and the month following.
- 10.04 Laid off employees shall retain seniority, service and recall rights for twenty-four months from the last date of layoff.
- 10.05 An employee in receipt of notice of lay-off may:
- a) accept the layoff; or
  - b) displace another employee who has the least bargaining unit seniority if the employee originally subject to layoff is qualified to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice.
- An employee who chooses to exercise the right to displace another employee with the least seniority shall advise the employer of their intention to do so and the position claimed within three (3) days after receiving the notice of lay-off;
- c) opt to retire
- 10.06 It is understood that at the time of layoff, up to date seniority lists (both full and permanent part time) will be provided.
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10.07 In the event of a layoff of a permanent or long-term nature the Employer will provide an affected employee with notice in accordance with the Employment Standards Act.

10.08 **Grievances on Layoffs**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

10.09 **Recall**

- (a) An employee shall have opportunity of recall from layoff to an available opening, in order of seniority, providing he or she is qualified and able to perform the work. Vacancies during a layoff/recall will be posted in accordance with Article 10 of the collective Agreement. Once the job vacancy has been filled under the job posting procedure (and any subsequent posting) an employee on layoff shall have the opportunity to be recalled to an available vacancy as set out below.
- (b) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six months of being recalled.
- (c) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so or have been found unable to perform the work available.
- (e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. 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 to work. The employee is solely responsible for their proper address being on record with the employer.
- (f) Employees on layoff shall be given an opportunity to fill temporary vacancies, in accordance with the job posting provisions. An employee who has been accepted such temporary vacancy shall not be considered to have been recalled and will not be subject to further notice of layoff and continues to remain in their seniority order for recall.

- (g) Laid off employees shall retain seniority, service and recall rights in accordance with Article 8 for up to 24 months.

10.10 **Staff Planning Meetings**

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to the employees any notice of lay-off, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact. The Committee will further discuss alternatives to reducing full-time positions.

**ARTICLE 11 - JOB POSTING**

- 11.01 (a) A permanent job vacancy shall be filled in accordance with the job posting procedure, provided, however, that the Employer shall have the right to fill vacancies on a temporary basis **until** the job posting procedure is completed. This applies to jobs the Employer intends on filling. The Employer shall advise the union of their intention to postpone filling positions or not to fill a position or proposed changes to the vacant position.

Permanent Job Vacancies shall be posted for a period of seven (7) calendar days on the bulletin board in the staff room.

- (b) Temporary vacancies due to Pregnancy and Parental Leave, long term illness, leaves of absence anticipated to exceed four (4) months shall be posted to enable employees to make application. Temporary Vacancies less than four (4) months, the Employer may use its discretion to fill the vacancy.

Temporary Job vacancies shall be posted for a period of three (3) calendar days on the bulletin board in the staff room.

- 11.02 The Permanent and temporary job postings shall include:

- i) Job Title;
- ii) Department;
- iii) Qualifications, skill, knowledge, education
- iv) Shift / approximate bi-weekly hours
- v) The date the position is to commence;
- vi) Term of work
- vii) Who applications are submitted to and by which date

- 11.03 Anyone interested in the job posting, applies in writing to the person identified on the posting.
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- 11.04 Both parties recognize: the principle of promotion within the service of the Employer; that job opportunity should increase in proportion to length of service; Therefore, in making staff changes, transfers promotions, appointments will be made of the applicant with the greatest seniority, provided the employee has the skill, ability and qualifications to do the job.
- 11.05 If an employee is not awarded the job and wishes to know what s/he needs to do to improve their chances for the next position, then s/he can request a meeting with the supervisor who will discuss what steps need to be taken in order to improve their chances of getting the next job applied for.
- 11.06 The successful applicant in a new classification shall be placed on trial for a period of two (2) calendar months. Conditional on satisfactory service, the employee shall be declared permanent after this period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee requests for valid reasons; she shall be returned to their former position, at their former wage rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also return to their former position, at their former wage rate, without loss of seniority.
- 11.07 The employer shall post the name of the successful candidate for each job posting within five (5) business days of awarding the job.

## **ARTICLE 12 - PAID HOLIDAYS**

- 12.01 a) The following shall be recognized as holidays and shall be paid for at the regular rates for the hours all full-time employees would have worked if it had not been a holiday:
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|------------------|----------------------|
| New Year's Day   | August Civic Holiday |
| Labour Day       | Good Friday          |
| Thanksgiving Day | Christmas Day        |
| Victoria Day     | Canada Day           |
| Boxing Day       | Family Day           |
- b) All full-time employees who have completed 12 months of employment shall be entitled to receive 2 float/personal days in each calendar year, one in each 6-month period. Requests for float days will be taken in accordance with the scheduling provisions of this agreement. Employees may request to have their float day added to their vacation days and may be granted subject to

operations of the Employer. Approval will not be withheld by a decision made in a discriminatory or arbitrary manner. These float days must be taken in the year they are earned and may not be carried forward. Permanent part-time employees, who have completed 12 (twelve) months of employment, will be prorated for float days in accordance with their accumulation of hours during the calendar year, i.e. 900 hours equals one float day. Permanent part-time employees will earn a maximum of 2 float days/calendar year.

12.02 **Pay on Scheduled Holidays**

All full-time employees who are required to work on one of the above-listed holidays shall be paid at the rate of time and one-half (1 ½) plus straight time for the day, or another day off with pay at a time mutually agreeable between the employee and the Employer, such agreement shall not be unreasonably denied. The compensating day off with pay must be taken within sixty (60) days after the holiday.

Requests for time shall be granted on a "first come first served" basis based on the date received by the Supervisor within the departments specified above.

12.03 If a holiday falls on a full-time employee's regular day off, the employee will receive either one regular day's pay or a compensating day off in lieu thereof within sixty (60) days after the holiday.

12.04 (a) The employer shall use its best efforts to provide employees with at least three (3) consecutive days off over Christmas or New Years or their culturally/spiritually celebrated day. These three days off shall include lieu days earned for the named holidays during this period. Unless otherwise requested, in the case of Christmas it shall include Christmas Eve and Christmas Day or Christmas Day and Boxing Day. In the case of New Years, it shall be New Years Eve and New Years Day.

(b) All employees shall receive either Christmas or New Year's off, unless otherwise requested. Christmas one year and New Year's the next. In the event of a conflict, the deciding factor shall be which holiday the employee worked the previous year. In the event that someone requests to work both days and there are employees who have requested both days off, granting of such a request shall be done by seniority subject to operational needs.

(c) Employees who culturally or spiritually celebrate at a time other than traditional Christmas and New Year's holidays, shall provide the Department Head with a written request at the same time as

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the Christmas and New Year's request identifying which day(s) they wish to be scheduled off for their observance.

- (d) Employees shall submit their written requests no later than the last Friday in October each year. The Holiday Season Schedule shall be posted by November 15<sup>th</sup> of each year. Once the schedule is posted it shall not be changed without mutual agreement between the parties.

12.05 The normal scheduling provisions may be suspended during the Christmas and New Year Season.

12.06 If so requested, full-time employees scheduled off on a weekend should be scheduled off on a Paid Holiday falling on the subsequent Monday.

12.07 (a) Permanent part-time employees who work on a paid holiday as set out in 11.01 (a) shall receive 1 ½ x pay for all hours so worked.

(b) Permanent part time employees who do not work on the stat holiday but qualify shall be paid in accordance with The Employment Standards Act.

12.08 In order to qualify for payment for the holidays designated in Article 11.01, an employee shall complete their full scheduled shift on each of the working days immediately preceding and following the holiday, unless excused by the employer or the employee was absent due to:

- (a) legitimate illness or accident, which commenced within a month of the date of the holiday. Such illness must be documented (dated on the day of the illness).
- (b) vacation granted by the Employer;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

## **ARTICLE 13 - HOURS OF WORK**

13.01 Normally, the scheduled hours of a full day are 8 hours including a half hour (1/2) hour unpaid meal period. The normal work day may also include up to fifteen (15) additional minutes of reporting time. This is not to be misunderstood as a guarantee of hours of work per day or per week, but it is understood that reporting time is time worked and shall be compensated.

13.02 A permanent full time shall be defined as one who is regularly scheduled and works fifty-six (56) hours or more bi-weekly.

Permanent part time employees (who qualify for benefits) shall be defined as one who is regularly scheduled and works forty (40) to fifty-five and three quarter (55 3/4) hours bi-weekly.

A part time employee shall be defined as one who is scheduled and works less than forty (40) hours bi-weekly.

13.03 **Working Schedule**

(a) The Employer shall attempt to provide for days off in such a way as to provide every second weekend off for full time employees and one in three for permanent part-time and part-time employees, unless otherwise mutually agreed between the employer and the employee.

(b) The Employer shall attempt to provide that the schedule of each employee shall be posted on the employee bulletin board in the staff room at least one (1) week in advance of the four (4) week schedule. Once posted, the shift schedule shall not be changed without the consent of the employee and the Employer.

Employees wishing additional available hours will provide their availability three (3) weeks in advance of the posting of the schedule through the electronic scheduling system. They will list whether they are available for day, evenings, all shifts etc.

(c) Part-time staff are expected to provide availability of at least four (4) shifts bi-weekly and be available for at least 1 weekend a month, unless there are extraordinary circumstances in which the Employer agrees otherwise.

Part-time employees are expected to indicate through the electronic scheduling system their availability for additional available and call-in shifts at least three weeks in advance of the start of the new schedule to be posted.

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If a part-time employee has not provided their availability, the Employer may schedule them in accordance with the Employer's needs. Any conflict which results from an employee failing to provide their availability calendar will remain the employee's responsibility to switch.

- (d) Employees cannot remove themselves from call-in availability for certain months only unless mutual agreement between Union and Employer.
- (e) Any part-time employee unavailable or has not accepted a shift for one (1) month is deemed to have resigned, excluding approved leaves.
- (f) Any employee who for their own personal convenience, wishes to exchange shifts with an appropriately qualified other employee, must first submit such a request to their Supervisor or their authorized designate, in writing one week in advance, of the proposed change. The Supervisor or their authorized designate will provide their written approval within two (2) business days of receipt of the request.

The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.

This provision is not for the purpose of creating self-scheduling. The employer reserves the right to limit the number of exchanges.

- (g) Rest Periods:

Up to 4 hours	NIL
4 hours up to 6.5 hours	1
Greater than 6.5 hours	2

Rest period shall consist of fifteen (15) minutes.

It is understood that any employee working a double shift is entitled to additional rest periods normally allotted to that shift.

- (h) Unpaid meal period of ½ hour will be scheduled by the employer for shifts of 5 hours or greater.

13.04

**Scheduling Available Shifts**

- (a) Available Shifts Prior to the Schedule being Posted

Available shifts prior to the posting of the schedule shall be scheduled in accordance with noted availability through the electronic scheduling system, in order of seniority, to employees regularly scheduled to work less than seventy-five (75) hours bi-weekly up to a maximum of seventy-five (75) hours biweekly.

- b) Available Shifts After the Schedule being Posted

Available shifts after the posting of the schedule shall be posted in the electronic scheduling system and will be offered to employees, in order of seniority, so that regularly scheduled employees that work less than seventy-five (75) hours bi-weekly can be topped up to a maximum of seventy-five (75) hours bi-weekly. Should overtime be required, 14.04 shall apply.

13.05

**Reporting Pay Guarantees**

- (a) An employee reporting for work on **their** regular shift shall be paid their regular rate of pay with a minimum of four (4) hours pay or their regularly scheduled hours, whichever is less, at their regular straight time hourly rate provided they perform any duties assigned by the Employer which **they are** capable of doing, if their regular duties are not available.
- (b) Employees wishing extra hours will provide their supervisor with their availability three (3) weeks in advance of the posting of the schedule. (They will list whether they are available for days, evenings, all shifts, nights).

13.06

- (a) If an employee is called into work within one-half hour of the commencement of the shift and attends to work within one hour after the commencement of the shift they will be paid for the full shift.
- (b) Where an employee reports for work in accordance with their posted schedule and no work is available or the employee is not required, and the employee chooses not to remain at work, the employee will only be paid for the actual hours worked.
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- 13.07 Failure to provide at least 12 hours rest between regularly scheduled shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period, except where such hours resulted from a change at the request of the employee as contemplated in Article 12.03 (f).
- 13.08 At the time of change from standard to daylight savings time, an employee working the night shift shall be entitled to be paid straight time for all hours worked on their scheduled shift. When reverting from daylight savings time to standard time, employees shall be entitled to overtime in accordance with Article 13.01.

## **ARTICLE 14 - OVERTIME**

- 14.01 All time worked in excess of seven and one half (7.5) hours per day or seventy- five (75) hours bi-weekly shall be considered to be overtime. Overtime shall not include up to fifteen (15) minutes per shift for reporting on and off duty. Overtime will be paid at the rate of one and a half times the employee's regular rate of pay.
- 14.02 Employees required to work more than three (3) hours overtime shall be provided with a meal and shall be provided an additional rest period as per 13.03 (g).
- 14.03 Employees shall not be required to take time off instead of receiving overtime pay.
- 14.04 **Distribution of Overtime**
- a) Overtime normally less than 12 hours notice:
- Overtime will first be offered by seniority to full time employees, on duty, on the Resident Home Area or Classification (for those that do not have an RHA) requiring the overtime and who are willing and qualified to perform the work, to stay. If unable to fill the shift from the RHA (full or permanent part-time staff), the employer shall then offer it by seniority to other staff on duty. If no one is willing to accept the overtime, the overtime will then be offered, by seniority to the staff scheduled on the succeeding shift.
- b) Overtime normally more than 12 hours notice:
- Authorized Available Overtime shall be posted in the electronic scheduling system and shall be given in order of seniority to the

employees who are willing and qualified to perform the work that is available.

- c) Should no employee be willing to work overtime in a department and other options have been exhausted, the person with the least seniority within the classification will be required to work. It is understood that the employer will, when requiring an employee to stay, take into consideration, the employee's immediate personal circumstances.

The parties agree to review this practice as necessary at the Labour Management Committee.

14.05 **Call-Back Pay Guarantee**

An employee who has left the facility after completing their shift and is called back into work shall be paid for a minimum of two (2) hours at overtime rates.

14.06 All overtime must be authorized by the CEO or designate.

14.07 Overtime will not be paid for additional hours worked/not worked, during a twenty-four (24) hour period either as a result of change in hours at the request of an employee or as a result of an employee attending committee meetings, education sessions or while on paid leave. Overtime will not be paid where the employee has traded shifts or made an exchange with another employee.

14.08 It is the responsibility of the employee to consult the posted work schedule. The employer will make every effort possible to provide as much advance notice as is practical, but no less than 24 hours, for a change in the posted work schedules. Changes to the posted work schedule shall be brought to the attention of the employee. An example of a schedule change may occur if resident admissions are revised.

14.09 Failure to provide at least 12 hours rest between regularly scheduled shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period, except where such hours resulted from a change at the request of the employee as contemplated above in Article 12.03 (f).

14.10 There shall be no pyramiding of overtime payment or premiums.

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## **ARTICLE 15 – SHIFT WORK**

### **15.01 Night Shift Premium**

All employees who work night shift between 11 :00 pm on Sunday evening and 7:00 am on Friday morning shall be paid an additional weekday shift premium of fifteen cents (\$0.15) per hour for all hours worked.

### **15.02 Evening Shift Premium**

All employees who work evening shift between 3:00 pm and 11:00 pm Monday to Friday shall be paid an additional ten cents (\$0.10) per hour for all hours worked.

### **15.03 Weekend Shift Premium**

All employees who work between 3:00 pm on Friday evening and 11 :00 pm on Sunday evening shall be paid an additional premium forty cents (\$0.40) per hour for all hours worked.

## **ARTICLE 16 - VACATIONS**

### **16.01 Length of Vacation**

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings.
After 1850 hours (1 year)	2 weeks (10 days) vacation (4% of earnings)
After 5550 hours (3 year)	3 weeks (15 days) vacation (6% of earnings)
After 14,800 hours (8 years)	4 weeks (20 days) vacation (8% of earnings)
After 27,750 hours (15 years)	5 weeks (25 days) vacation (10% of earnings)
After 42, 550 hours (23 years)	6 weeks (30 days) vacation (12% of earnings)

For Registered Staff only the following will apply:

Up to 1 year	1.25 days per month @ 6% of earnings
One year or more	3 weeks @ 6% of earnings
Three years or more	4 weeks @ 8% of earnings

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- 16.02 Where an employee is on vacation and a stat holiday falls during the employee's vacation, the employee shall either be paid holiday pay or may request to have an additional day added to their vacation.
- 16.03 The vacation pay described above for each week of vacation being taken, shall be paid to an employee on the normal pay day during an employee's vacation unless otherwise arranged in writing 2 weeks prior to the vacation period.
- 16.04 Employees shall not waive vacation and draw double pay. The vacation year shall be the calendar year. Vacations will be limited to 2 weeks over the peak periods of July and August.
- There shall be no carry over of vacation unless mutually agreed to in writing by the parties.
- 16.05 A vacation request memo will be sent out to employees by February 1 of each year and must be entered by employees into the electronic scheduling system by March 1 for vacation requests during the period from June 15 to December 15 of each year. Vacation schedules will be posted by April 1 yearly.
- A vacation request memo will be sent out employees by August 1 of each year and must be entered by employees into the electronic scheduling system by September 1 for vacation requesting during the period December 15 – June 14 of each year. Vacation schedules will be posted by October 1 yearly. Normally vacation will not be granted between December 15th and January 5th annually.
- Granting of requests will be based on the operations of the department/classification and will be granted subject to seniority, requests submitted after the fact will be granted on a first come first serve basis.
- Vacation requests which are not received by the dates specified above will only be granted if operational requirements are met. Any such requests must be submitted a minimum of two (2) weeks before the posting of the schedule in which the employees requests their vacation.
- Single day vacation requests will not be considered during peak vacation periods if such requests interfere with the granting of weekly vacation requests.
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16.06      **Vacation Re Sick Leave**

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization and recuperation shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits. Written medical documentation is required in order that vacation be deemed as sick leave.

16.07      An employee shall be entitled to receive his vacation in an unbroken period of up to a maximum of two (2) weeks unless otherwise mutually agreed upon between the employees and the Employer.

16.08      An employee terminating his employment shall be paid all accrued vacation pay on his final pay cheque.

**ARTICLE 17 - SICK LEAVE PROVISIONS**

17.01      All staff are expected to regularly and consistently attend work as scheduled.

17.02      Sick leave means a period of time an employee is absent from work by virtue of being unable to work because of sickness, or accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

17.03      Upon completion of probation, full-time employees shall be credited with three (3) sick leave days, thereafter, employees will then accrue one (1) day for each 156.25 hours worked to a maximum of 12 days. Upon completion of probation, permanent part-time employees shall be credited with one (1) day for each 156.25 hours worked.

The Employer agrees to pay 100% of the premium cost for a weekly indemnity plan (17 week) that provides for coverage due to an accident, or illness, or hospitalization after the expiry of Employment Insurance Sick leave plan.

The plan will pay seventy-five percent (75%) of the employee's regular wages to a maximum of five hundred dollars (\$500.00) per week.

17.04      Any rebate received by the Employer in consideration for the Weekly Indemnity Plan will be used to offset benefit costs associated with same.

- 17.05 An employee may be required by the Employer to produce proof of illness in the form of a certificate from a legally qualified Medical Practitioner for any absence due to illness or accident after three (3) consecutive days or longer. The Employer may request a doctor's note sooner if objective circumstances warrant.
- Should there be any charge to the employee for the above noted certificate such costs will be paid by the Employer upon receipt of authorized billing from the attending physician, or proof of payment to the attending physician by the employee. This shall not apply where employees have been absent due to illness on more than 4 occasions during any one calendar year and when an employee is absenting themselves on a weekend or stat holiday due to an illness of one or two days.
- 17.06 Included each year in the first pay cheque of February, employees shall be advised of the amount of sick leave accrued to their credit. Each employee shall have 30 calendar days to question any suspected errors in their sick leave accumulation. After this time, it shall be deemed to be accurate.
- 17.07 An employee shall accumulate seniority during absences in which he receives Workplace Safety and Insurance Board payments. All employee benefits as in Article 19 (Employee Benefits) shall continue during the first twelve (12) months of such absence and the Employer's share of premiums shall continue for the first twelve (12) months. Thereafter, the employee may continue to be covered by paying the Employer's share of such premium.
- An employee who is no longer deemed to have a compensable injury shall be placed in his former or equivalent position with the Employer provided he supplies a medical certificate certifying that he is physically able to perform the available work.
- 17.08 Absence for sickness or accident compensable by the Workplace accident and injury insurance plan will not be charged against sick leave credit.
- 17.09 If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.
- 17.10 An employee absenting themselves on account of personal illness must notify the Employer via phone call, as per the call-in process, on the day of illness before the time he would normally report for duty. Failure to give a minimum of two (2) hours' notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.
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- 17.11 An employee who qualifies for sick leave benefits on January 1 and who does not use any sick time in the calendar year shall be paid a 3-day (22.5 hours) bonus on the last pay in December of each year. Such payment will not be considered hours worked and as such this payment shall not be included for the purposes of calculating overtime payments.
- 17.12 The parties agree to work co operatively to encourage and enhance wellness opportunities and activities for employees. This may include incentives, information, workshops etc.
- 17.13 Probationary employees shall receive leave in accordance with the *Employment Standards Act*.

## **ARTICLE 18 - LEAVE OF ABSENCE**

### **18.01 General rules**

- a) Leaves of absence will normally not be granted during the Christmas period of December 15 to January 5<sup>th</sup> and during July and August. There are times, however, that it is unavoidable and such requests will be reviewed on an individual basis.
- b) Written requests for personal leaves of absence, without pay will be considered on an individual basis by management, subject to the operations of the Employer.
- c) Requests must be submitted in writing at least 4 weeks in advance of the date the leave is to start, except in the case of an emergency.
- d) The Supervisor will provide a written response to the request within seven 7 days of receipt.
- e) The employee will state the reason for the leave, when it is to commence and when it will end.
- f) An employee who is on a leave of absence will not engage in employment elsewhere unless temporary employment is specifically agreed to. The employee may not utilize the leave for purposes other than those for which the leave was granted. An employee who violates this will lose all seniority and may be terminated by the Employer.
- g) Where an employee accrues seniority during a leave, seniority accrued will be based on the normal scheduled hours the employee had prior to commencing the leave (whatever master schedule the employee was working) unless otherwise specified in this agreement.

18.02

**Seniority and Approved Unpaid Leave of Absence**

- a) It is understood that during an approved Leave of Absence for educational or personal reasons (which is at Employer's discretion) not exceeding thirty consecutive days both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) consecutive days, seniority will be frozen at the level in place had the employee been at work during the first 30 days of the leave.
- c) If the employee wishes to continue their benefit plans while on leave, they will be required to deposit with the employer the full cost of the premium by the 7<sup>th</sup> day of each month.
- d) In the case of Pregnancy and Parental Leave, and WSIB, the Employer will continue to pay the Employer's share of the premiums for up to twelve (12) months, provided the employee continues to pay their share.
- e) It is further understood and agreed that, during any unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended after thirty (30) consecutive days and not further accrue except during the following:
  - (1) Pregnancy and parental leave, up to a period of twelve (12) months.
  - (2) An employee's absence is due to a disability resulting in W.S.I.B. benefits,
  - (3) For a period of ninety (90) days if an employee's unpaid absence is due to illness.

18.03

**Leave of Absence for Full-Time Union or Public Duties**

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, made at the earliest opportunity, the Employer will grant leave of absence, without pay and without loss of seniority so that employees may be candidates in a Federal, Provincial or Municipal election.

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. One additional year may be granted subject to the operations of the Employer.

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If the employee wishes to continue their benefit plan while on leave, they will be required to reimburse the employer the full cost of the premium.

The employee must provide the employer with notice of intent to return to work of at least 4 weeks in advance of the scheduled return. Any notice or employee displaced by this return that is in conflict with the provisions of this agreement shall not be construed as a violation of this agreement.

18.04

**Paid Bereavement Leave**

- (a) Upon the death of an employee's spouse, (to include same sex partner), parent, child, stepchild, grandchild, or grandparent an employee shall be granted leave up to a maximum of five (5) consecutive calendar days without loss of pay.
- (b) Upon the death of an employee's step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of four (4) consecutive calendar days without loss of pay.
- (c) It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.
- (d) In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

**NOTE:** It is understood that if an employee is on sick leave the bereavement leave will not be charged against sick leave accumulated.

- (f) Where it is necessary because of distance, the employee may be provided additional unpaid leave.
- (g) The employee will be expected to notify the Department Supervisor as soon as possible of the need for such leave of absence.
- (h) Employees will not be eligible to receive payment for bereavement leave for any leave of absence in which they are receiving any other payment (i.e. holiday or vacation).

- (i) If a death of any person, described above necessitates travel or additional unpaid leave is required, a leave of absence may be granted by the CEO.
- (j) Other types of compassionate leave may be authorized at the discretion of the Employer.

18.05

**Pregnancy and Parental Leave**

- (a) Parental/pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act (ESA)* as amended from time to time and as follows:
  - (b) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
  - (c) The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
  - (d) An employee shall be granted eighteen (18) weeks of unpaid parental leave for each parent who has worked for the same Employer for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave.
  - (e) All other parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.
  - (f) An employee shall be allowed to commence their pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
  - (g) An employee shall continue to accumulate seniority rights during the entire pregnancy/parental leave. While an employee is on pregnancy/parental leave the Employer shall continue to make Employer contributions to life insurance, accidental death, EHC and dental plans unless the employee has advised the Employer, in writing, that she/he does not wish to continue to make the employee contributions (if any) to such plans.
  - (h) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or their own.
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- (i) Employees newly hired to replace employees who are on parental/pregnancy leaves shall be released and such release shall not be subject of a grievance or arbitration. If retained by the Employer in permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing their probationary period. The Employer will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
  - (j) Upon return to work, an employee shall be reinstated to their former position, at the start of the work schedule, provided the position still exists. If not to a comparable position at the same rate of pay when the leave commenced or, if it is higher, the rate the employee would have been earning had she worked through the leave.
  - (k) An employee shall give at least two (2) weeks notice of her intention to return to work, however, her leave shall not end before the expiration of six (6) weeks unless other arrangements are made with the Employer.
  - (l) The Employer may require on medical grounds, that the leave of absence must begin on a date earlier than that requested by the employee, if at such time the duties of her position cannot be reasonably performed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy, and the employee must, if requested by the Employer, furnish medical proof of her fitness to resume her employment following her leave of absence.
  - (m) The Employer shall continue to pay its share of the premium costs of insured benefits while on pregnancy and parental leave, provided the employee pays their portion of the premium cost sharing arrangements, if applicable.
  - (n) Parental leave may begin no later than 52 weeks after the day the child is born or comes into the employee's custody, care, and control for the first time.
  - (o) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care, and control for the first time.
  - (p) Parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.

- (q) Seniority will accrue based on the scheduled number of hours the employee was working prior to starting their leave.

18.06 **Jury or Witness Leave**

The Employer shall grant leave of absence without loss of seniority benefits to an employee who is called for jury selection, serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service, and the amount of pay received.

18.07 **Education Leave**

- (a) Where employees are required by the employer to take courses to acquire new or additional employment qualifications or skills, in order to maintain their employment, the employer shall pay the full cost associated with the courses.
- (b) Leaves of absence with or without pay may be granted to employees to attend professional and educational meetings, course or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (c) Requests for such leave must be submitted in advance as per the general rules for LOA. Granting of such education leaves are at the sole discretion of the Employer and subject to the operations of the Employer.

18.08 **Mandatory Meetings/Training**

Should an employee be required to attend a mandatory meeting or training session scheduled by the Employer, all employees shall be compensated for time spent at such meeting or training at their regular hourly wage rate.

18.09 **Leave for Union Conventions, Conferences, Seminars, Union Business etc.**

The Employer may grant up to a maximum of four (4) employees at any one time, leave of absence without pay in order that they may attend union conventions, conferences, or seminars. It is understood that granting of such leave is subject to the normal operations of the Employer. Where possible, notice shall be as per Article 17.01.

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The Employer shall pay the employees their normal wages, benefits, and payroll taxes while on such leave, and the Union shall reimburse the Employer.

The Employer may grant such leave of absence to additional employees' subject to reasonable operational and scheduling requirements. This determination shall be exclusively that of the CEO.

## **ARTICLE 19 - EMPLOYEE BENEFITS**

19.01 The following benefit program is available after completion of probation (450 hours). The employer agrees to make the premium remittance payment on the following plans and both the Employer, and the employee are bound by the carrier rules:

(a) Life Insurance \$30,000.00. Effective January 1, 2025, increase life insurance to \$35,000.

(b) Health and Welfare plan consisting of:  
80/20 co insurance

\$450 annually paramedical services. Effective January 1, 2025, increase paramedical services to \$500.

Generic prescription drugs (excludes lifestyle and experimental drugs)

Dispensing fee cap of \$7.50

Maximum of \$2,500 per insured person per year;

\*Vision Care \$275 every 24 months. Effective January 1, 2025, increase vision care benefit to \$350 every 24 months.

Standard hospital coverage.

Employer paid drug card.

(c) Dental plan that includes:

75/25 co-insurance

One-year lag on the ODA fee guide,

# 9 plan

9-month recall

\$1,500.00 maximum per year for each insured person.

Based on the above plan, the employer is able to provide the following premium payments and shall be responsible for paying:

For Full time - life insurance and EHC 100% of the premium costs and 75% of the premium costs for dental

For Permanent Part-time – life insurance and EHC 50% of the premium costs and 50% of the premium costs for dental.

For the purposes of this plan Full time shall be defined as an employee regularly scheduled to work 56 or more hours on a biweekly basis and permanent part time shall be defined as an employee regularly scheduled to work 40 to 55.75 hours bi weekly.

After completion of probation, employees who are regularly scheduled for less than 40 hours biweekly, shall be paid 3.5% in lieu of all health and welfare and sick leave benefits.

- (d) The employer shall provide the union with a copy of the benefit booklet which shall also include the name of the benefit carrier.
- (e) The Employer shall provide the union and the employees with 45 days notice of its intent to change insurance carriers. It is clearly understood that the employer's obligation pursuant to this collective agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer.

## **ARTICLE 20 - PENSION**

20.00 In this Article, the terms used shall have the meanings as described:

20.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

*the straight time component of hours worked on a holiday;  
holiday pay, for the hours not worked; and vacation pay.*

All other payments, premiums, allowances, and similar payments are excluded.

"Eligible Employee" means full-time and permanent part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

20.02 Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to 4% of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible

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employee for each pay period, an amount equal to 4% of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

20.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

20.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the employer of this increased obligation to the extent that any such obligations exceed that which the employer would have if the Plan were a defined contribution plan.

20.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 19.05 of the agreement are:

- (a) To be Provided Once Only at Plan Commencement:  
Date of Hire  
Date of Birth  
Date of First Contribution

Seniority List to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit)

(b) To Be Provided with each Remittance:

Name  
Social Insurance Number  
Monthly Remittance

Pensionable Earnings  
YTD Pension Contributions  
Employer portion of arrears owing due to error, or late enrolment by the employer.

(c) To Be Provided Once, and if Status Changes:

Full Address as provided to the Employer  
Termination date where applicable (MMDDYY)

(d) To Be Provided Once if they are Readily Available:

Gender  
Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

20.06

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990, and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.



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## **ARTICLE 21 - GENERAL**

- 21.01 Use of any personal pronoun in this Agreement shall be read to include all gender pronouns where the context so applies.
- 21.02 Where periods of time are referred to in terms of days, they shall be read to exclude Saturdays, Sundays and holidays.
- 21.03 **No Other Agreements**
- No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.
- 21.04 **Copies of Agreement**
- On commencing employment, the employee's immediate supervisor shall introduce the new employee to their union steward, who will provide them with a copy of the Collective Agreement. The reasonable cost of supplying such copies, shall be shared equally by the Employer and the Union. A supply of agreements shall be provided to the Employer.
- 21.05 **Correspondence**
- All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the CEO and the President of the local Union, with a copy to the assigned CUPE National Representative.
- 21.06 **Bulletin Boards**
- The Employer shall provide a bulletin board for the union, for the purpose of posting notices of meetings and notices of union affairs, in the employee staff room. The Union agrees that all postings shall be respectful towards the labour management relationship.

## **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

- 22.01 (a) All employees shall be paid bi-weekly on every second Thursday.
- (b) An employee shall be paid at the appropriate hourly rate for their classification as set out in Schedule "A" attached and forming part of this Agreement.
- (c) All pay stubs for employees will be available electronically on the payment date. Pay will be done by direct deposit.

- (d) All payroll questions will first be directed to the Office Manager who will address the concerns. Any discrepancies will be corrected in the next pay period. In the event that the employer or the employee makes an error resulting in the employee is shorted more than one days pay, every effort will be made to correct the situation and get a cheque to the employee within 3 business days. If the error is brought to the employer's attention within 24 hours of the pay date.

Nothing in this provision precludes the parties from agreeing to the correction being made on the next pay day.

- (e) Part-time Registered Nurses in lieu of all health and welfare, sick leave, stat holidays and float shall receive 6% in lieu.

22.02 All employees who have completed probation, shall accrue .07 per hour for all hours worked as a uniform allowance.

Employees shall be required to comply with the uniform policy.

The payment shall be made once per year to all employees on payroll at November 1<sup>st</sup> of each year, on the last pay of November each year.

22.03 Registered Nurses and Registered Practical Nurses shall receive recognition for recent and related experience upon the completion of probation. Recognition shall be for each 1 year of full-time employment = 1 level on the wage grid to a maximum of the grid. For each 2 years of part-time employment = 1 level on the wage grid to the maximum of the grid.

## **ARTICLE 23 - RETROACTIVITY**

23.01 Retroactive payments to all current and former employees within sixty (60) days following the date of the Award. Where employees have left the employ of the Employer they shall be entitled to the pro-rated amount of such payments.

23.02 All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.



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## **ARTICLE 24 - HEALTH AND SAFETY COMMITTEE**

- 24.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health and Safety Committee at least two (2) representatives selected or appointed by the Union. Every effort will be made to select members who have their Core and Sector Specific Certification.
- (c) Such Committee shall identify potential dangers and hazards; institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its functions. In addition, the Employer will provide the committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every three months or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review. Such minutes shall be posted on the staff bulletin board.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to make every effort to obtain the full cooperation of all employees in the observation of all safety rules and practices.
- (h) All time spent by a member of the Health and Safety Committee attending meetings of the Committee and carrying out their duties, shall be paid at non-overtime rates of pay.
- (i) It is understood that each employee is responsible for following prescribed policies and procedures and recommendations of the committee.
- (j) Where an employee is required to attend a committee meeting outside of regularly scheduled hours, she will be paid for all hours spent in attendance at meetings at their regular straight time hourly rate.
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**ARTICLE 25 - TERM**

25.01 This Agreement shall be binding and remain in effect until December 31, 2025, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing that it desires its termination or amendment. Such notice of desire shall be sent between the period of 90 days prior to the termination date and said termination date.


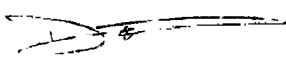
The union agrees to forward a copy of the notice to bargain to the President of the Victoria Village Board.

Dated at BARRIE this 12<sup>th</sup> day of DECEMBER, 2024

FOR THE EMPLOYER:

  
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FOR THE UNION:

  
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**January 1, 2024, 3.75% General Wage Increase to Schedule 'A'**

Two (2) full pay periods following written notice of ratification:

RPN           \$2.00 Special Wage Adjustment  
 Rec Aide     \$1.00 Special Wage Adjustment  
 Dietary Aide \$1.00 Special Wage Adjustment  
 HSK/Laundry \$1.00 Special Wage Adjustment  
 Lead Hand    \$1.00 Special Wage Adjustment  
 Cook I/II     \$1.00 Special Wage Adjustment

**January 1, 2025, 3.50% General Wage Increase to Schedule 'A'**

**SCHEDULE A**

Effective Date		1-Jan-24	Date of Ratification	1-Jan-25
		<b>3.75%</b>		<b>3.50%</b>
<b>RN</b>	<b>Probation</b>	33.77	33.77	34.95
	<b>start</b>	35.65	35.65	36.90
	1 Year	36.82	36.82	38.11
	2 Years	38.84	38.84	40.20
	3 Years	40.44	40.44	41.85
	4 Years	42.45	42.45	43.93
	5 Years	43.92	43.92	45.45
	6 Years	45.13	45.13	46.71
	7 Years	47.10	47.10	48.75
	8 Years	47.71	47.71	49.38
	9 Years	51.65	51.65	53.46
<b>RPN</b>	<b>Probation</b>	28.14	30.14	31.19
	<b>start</b>	29.70	31.70	32.81
	1 Year	30.48	32.48	33.62
	2 Years	31.26	33.26	34.42
	3 Years	32.02	34.02	35.21
<b>HCA/PSW</b>	<b>Probation</b>	25.50	25.50	26.39
	<b>start</b>	27.03	27.03	27.97
	1 Year	27.42	27.42	28.38
	2 Years	28.18	28.18	29.16
	3 Years	28.54	28.54	29.54

<b>Effective Date</b>		<b>1-Jan-24</b>	<b>Date of Ratification</b>	<b>1-Jan-25</b>
		<b>3.75%</b>		<b>3.50%</b>
<b>Rec Aide, Rest Aide Staff</b>	<b>Probation start</b>	22.23	23.23	24.05
	<b>1 Year</b>	23.75	24.75	25.61
	<b>2 Years</b>	24.15	25.15	26.03
	<b>3 Years</b>	24.91	25.91	26.82
		25.27	26.27	27.19
<b>Dietary Aide</b>	<b>Probation start</b>	17.85	18.85	19.50
	<b>1 Year</b>	19.43	20.43	21.15
	<b>2 Years</b>	19.80	20.80	21.52
	<b>3 Years</b>	20.20	21.20	21.94
		20.56	21.56	22.32
<b>Housekeeping/Laundry Aide</b>	<b>Probation start</b>	17.37	18.37	19.01
	<b>1 Year</b>	18.94	19.94	20.64
	<b>2 Years</b>	19.32	20.32	21.03
	<b>3 Years</b>	19.71	20.71	21.44
		20.09	21.09	21.82
<b>Lead Hand</b>	<b>Probation start</b>	18.57	19.57	20.26
	<b>1 Year</b>	20.15	21.15	21.89
	<b>2 Years</b>	20.52	21.52	22.28
	<b>3 Years</b>	20.92	21.92	22.68
		21.29	22.29	23.07
<b>Cook I</b>	<b>Probation start</b>	22.96	23.96	24.80
	<b>1 Year</b>	23.73	24.73	25.59
	<b>2 Years</b>	24.12	25.12	26.00
	<b>3 Years</b>	24.50	25.50	26.39
		24.89	25.89	26.80
<b>Cook II</b>	<b>Probation start</b>	21.83	22.83	23.63
	<b>1 Year</b>	22.22	23.22	24.04
	<b>2 Years</b>	22.60	23.60	24.42
	<b>3 Years</b>	22.96	23.96	24.80
		23.35	24.35	25.21

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**LETTER OF UNDERSTANDING 1**

**BETWEEN:**

**VICTORIA VILLAGE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4660**

**RE: CONTRACTING OUT**

The parties agree that during the term of this agreement the employer will not contract out the work of the bargaining unit, in part or in whole. (This does not include cases where regular employees are not available to work).

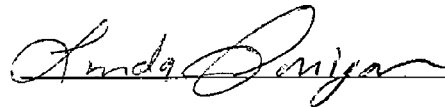
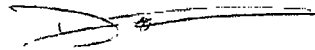
This letter shall expire at the termination of this agreement or at such time as a new agreement is entered into, whichever is longer.

Dated this 12<sup>th</sup> day of DECEMBER, 2024.

FOR THE EMPLOYER:

  
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FOR THE UNION:

  
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**LETTER OF UNDERSTANDING 2**

**BETWEEN:**

**VICTORIA VILLAGE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4660**

**RE: MINISTRY OF HEALTH SPECIAL FUNDING INITIATIVES**

The parties agree that during the term of this agreement where a bargaining unit employee qualifies for increased hours under the Ministry of Health Special Funding Initiative, the employee will accrue seniority based on the average number of hours worked in the previous six pay periods prior to the start of the initiative.

All hours worked will be recognized for all other monetary compensation as per the current collective agreement.

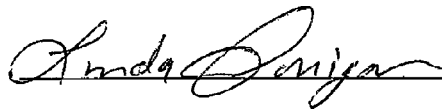
It is understood that the awarding of additional hours associated with such initiatives and the start and conclusion of the initiatives is determined by the employer. The intent of the initiative is to provide employees in the union who qualify for funding the opportunity to increase their skills.

Dated this 12<sup>th</sup> day of DECEMBER, 2024.

FOR THE EMPLOYER:



FOR THE UNION:



**LETTER OF UNDERSTANDING 3**

**BETWEEN:**

**VICTORIA VILLAGE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4660**

**RE: DIETARY AIDE WORKING AS COOK**

The parties agree that during the term of this agreement a Dietary Aide working as a cook in the main kitchen for a full shift or more shall receive a premium of \$1.50 per hour worked.

The Dietary Aide would assume some of the main kitchen Cook's duties in their absence for vacation, illness etc.

The intent is to give a Dietary Aide the opportunity to increase their knowledge and skills.

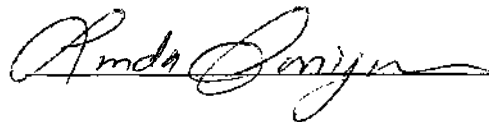
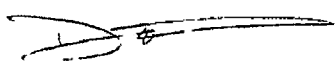
This agreement will be on a go forward basis.

Dated this 12<sup>th</sup> day of DECEMBER, 2024.

FOR THE EMPLOYER:

  
\_\_\_\_\_

FOR THE UNION:

**LETTER OF UNDERSTANDING 4**

**BETWEEN:**

**VICTORIA VILLAGE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4660**

**RE: HOLDING 2 PART TIME POSITIONS**

The parties agree that during the term of this agreement a part time staff member may apply for another part time position within the bargaining union. If awarded this second position, it will not result in over time wages. The position will be deemed to be temporary, for an initial period of 3 months, at which time the employer and employee will have the opportunity to evaluate the outcome of the combining the 2 positions as one.

If it is agreed that the outcome is positive, and the combined permanent positions are to continue, it shall be deemed to be permanent for the employee working this combined schedule. In the event the employee working this schedule discontinues or vacates the position, then it shall revert back to the original 2 part time positions. Approval of these 2 positions will be subject to management and operational requirements.

It is understood that when a posting is applied for the applicant must put in writing if they intend to continue with their existing part time position otherwise it is assumed that if the applicant is the successful candidate their original position will be considered vacant and may be posted.

If the position continues after the 3-month period, the benefits will be available as per hours scheduled in accordance with hours of similar positions.

The benefits will not apply if one of the part time positions is temporary.

Dated this 12<sup>th</sup> day of DECEMBER, 2024.

FOR THE EMPLOYER:



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FOR THE UNION:



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**LETTER OF UNDERSTANDING 5**

**BETWEEN:**

**VICTORIA VILLAGE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4660**

**RE: TEMPORARY NON-UNION POSITION**

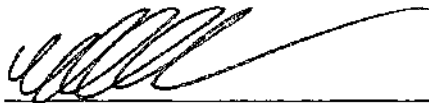
The parties agree that where a unionized employee applies for a temporary non-union position and is awarded the position, the employee shall retain their seniority to the date in which they commence the Non-Union position. Further the parties agree that the employees bargaining unit position shall be held for the employee for the period of the temporary position. Upon return to the bargaining unit position, the employee shall commence accruing seniority.

Time worked outside the bargaining unit will be added to years of service but will not accrue for purposes of seniority.

The intent is to provide employees in the union the opportunity to increase their skills.

Dated this 12<sup>th</sup> day of DECEMBER, 2024.

FOR THE EMPLOYER:

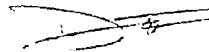


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FOR THE UNION:



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**LETTER OF UNDERSTANDING 6**

**BETWEEN:**

**VICTORIA VILLAGE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4660**

**RE: TEMPORARY FULL-TIME SUMMER REPLACEMENT LINES (PSW)**

On a without prejudice and precedent basis, the parties agree that:

- The maintaining of staffing levels is high in priority to ensure appropriate care levels are afforded to the residents;
- It is of mutual benefit to the Employer and the Local to project schedules;
- During the period of May 15<sup>th</sup> to September 15<sup>th</sup> of each year, there may exist an opportunity to blend scheduled time off for employees who have requested vacation;
- Blending of scheduled days vacation has the potential of creating full-time hours during that period;
- The Union and the Employer agree that employees who have the opportunity to apply to full-time scheduled have the best opportunity for work /life balance;
- The Employer may create temporary full-time schedules for the summer, the actual amount of positions is to be previewed by the Union and must be mutually agreed upon by both parties prior to posting;
- Only Part-time Employees will be considered for these posted schedules;
- The union and Employer will meet to discuss the successes of this process and where, if any improvements or changes could be made.

Dated this 12<sup>th</sup> day of DECEMBER, 2024.

FOR THE EMPLOYER:

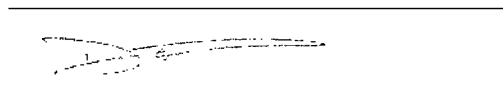


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FOR THE UNION:



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**LETTER OF UNDERSTANDING 7**

**BETWEEN:**

**VICTORIA VILLAGE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4660**

**RE: ARTICLE SINGLE DROPPED SHIFT**

Full time employees will be permitted to drop a shift a maximum of twice (2) in each six (6) month period, subject to operational requirements being met.

Dropping shifts will not be permitted between December 15 and January 5.

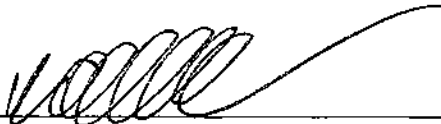
Requests to drop a shift must be made , in writing to the department head, at least one week in advance.

Replacements for these shifts will be made in accordance with Article 12.04 of the Collective Agreement.


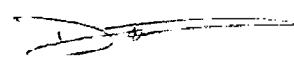
The employer shall not be required to pay overtime to accommodate such a request.

Dated this 12<sup>th</sup> day of DECEMBER , 2024.

FOR THE EMPLOYER:

  
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FOR THE UNION:

  
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