

COLLECTIVE AGREEMENT

Between:

VICTORIA MANOR

-and-



AND ITS LOCAL 2458

January 1, 2022 -to- December 31, 2024

TABLE OF CONTENTS

ARTICLE 1 – GENERAL PURPOSE	3
ARTICLE 2 – SCOPE AND RECOGNITION	3
ARTICLE 3 – MANAGEMENTS RIGHTS.....	3
ARTICLE 4 – UNION SECURITY	4
ARTICLE 5 – STRIKES AND LOCKOUTS.....	5
ARTICLE 6 – UNION REPRESENTATION	5
ARTICLE 7 – GRIEVANCE PROCEDURE	7
ARTICLE 8 – ARBITRATION PROCEDURE	8
ARTICLE 9 – POLICY GRIEVANCE	9
ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE	10
ARTICLE 11 – PROBATION, SENIORITY	11
ARTICLE 12 – HOURS OF WORK AND OVERTIME	14
ARTICLE 13 – PAID HOLIDAYS	16
ARTICLE 14 – VACATIONS	17
ARTICLE 15 – LEAVES OF ABSENCE	19
ARTICLE 16 – SICK LEAVE	21
ARTICLE 17 – HEALTH & WELFARE BENEFITS	22
ARTICLE 18 – GENERAL CONDITIONS	25
ARTICLE 19 – TRANSFERS, CALL-IN	28
ARTICLE 20 – CLOTHING ALLOWANCE	29
ARTICLE 21 – INTERPRETATION	29
ARTICLE 22 – WAGES AND CLASSIFICATIONS.....	31
ARTICLE 23 – RETROACTIVITY.....	31
ARTICLE 24 – JOB DESCRIPTIONS.....	31
LETTER OF UNDERSTANDING #1 – RE: CALL-IN ORDER.....	31
LETTER OF UNDERSTANDING #2 – RE: SENIORITY RETENTION/ACCUMULATION	32
LETTER OF UNDERSTANDING #3 – RE: EXCHANGE OF SHIFTS	32
LETTER OF UNDERSTANDING #4 – RE: RACIAL JUSTICE ADVOCATE	32
LETTER OF UNDERSTANDING #5 – RE: MENTAL HEALTH	32
LETTER OF UNDERSTANDING #6 – RE: PAY EQUITY	33
LETTER OF UNDERSTANDING #7 – RE: WOMENS ADVOCATE	33
LETTER OF UNDERSTANDING #8 – RE: PAID EDUCATION LEAVE (P.E.L.)	33

ARTICLE 1 – GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees represented by the Union and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of settled conditions of employment between the Union and the Employer and mutually satisfactory working conditions in Victoria Manor.
- 1.02 The parties to this Agreement share a desire to promote the quality of service to, and the well being of, the residents of Victoria Manor.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of 1000297307 Ontario Inc. Operating as Victoria Manor, save and except supervisors, persons above the rank of supervisor, registered and graduate nurses and office and clerical staff and undertakes that it will not enter into any other agreement with employees either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.02 **No Discrimination**
In accordance with the provisions of the Labour Relations Act of Ontario and the Ontario Human Rights Code, the parties will not discriminate with regard to any race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, or because any employee was, or is a member of the Union or was or is exercising any rights under either of these statutes or under this Agreement.
- 2.03 (a) Employees who are not included in the bargaining unit shall not perform work which is normally performed by bargaining unit employees, except in the following circumstances:
1. When an emergency situation exists beyond the control of the employer;
 2. instructing employees;
 3. when members of the bargaining unit are unable or unavailable to perform the work available.
- (b) This article is not intended to affect the arrangements which may be made for specialized care of residents, which may include but not be limited to, private duty nurses or physiotherapy.

ARTICLE 3 – MANAGERIAL RIGHTS

- 3.01 The Union recognizes that, subject to the express provisions of this Agreement, all management rights are vested exclusively with the Employer and that without limiting the generality of the foregoing it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the guests of Victoria Manor and to plan, direct and control the work of the employees;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, which will not be inconsistent with the terms of this Agreement. The Employer will notify the Union Committee of any alterations of the present rules or regulations or of new rules and regulations prior to their implementation;
- (c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or other wise discipline employees for just cause, provided that a claim of discriminatory hiring, transfer, layoff, recall, promotion, demotion, classification, assignment of duties or a claim that an employee who has completed probation has been discharged, suspended, or disciplined without a just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) to have the right to introduce new and different methods and equipment and to control the amount of supervision necessary, and the number of employees required for the Employer's purposes.

ARTICLE 4 – UNION SECURITY

- 4.01 All present employees who are members of the Union covered by this Agreement shall remain in good standing for the duration of their employment as a condition of employment.
- 4.02 The Employer agrees to submit the Union dues and other initiation fees and assessments in an electronic format provided by the Union and as per the written direction of the secretary-treasurer.

As a condition of employment, Victoria Manor will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union.

Such dues shall be deducted from each pay for employees. In the case of newly hired employees each employee shall be subject to a one (1) time Union Initiation Fee as directed by the Secretary Treasurer of the Union Initiation Fees and Dues deductions shall commence in the month of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify Victoria Manor of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

In consideration of the deducting of Initiation Fees and Union dues by the Employer, the Union agrees to indemnify and save harmless Victoria Manor against any claims or liabilities arising or resulting from the operation of this Article.

Monthly deductions shall be made and forwarded to the Secretary Treasurer of the local Union on or before the 15th of the month following which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues the month following with the reason why dues were missed.

Victoria Manor will provide each employee with a T4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Employer's payroll system.

- 4.03 Reasonable time (20 minutes) will be made available during working hours within two (2) weeks upon completion of the probationary period of a new employee for a Chairperson to acquaint each such employee with the benefits of union membership and the rights and obligations arising out of this Agreement. The Employer shall send to the Union Office, each month, a list of names, addresses and classifications of all new employees.
- 4.04 The Union will save the employer harmless from any claims that may arise either from any deduction from wages in respect of check-off of monthly assessments as notified by the Union or any action taken at the request of the Union.
- 4.05 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of Victoria Manor and the Union Representative of the Union.

ARTICLE 5 – STRIKES AND LOCKOUTS

- 5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement.
- 5.02 The words "strike and "lockout" as used herein are agreed to have the meanings defined in the present Ontario Labour Relations Act, R.S.O. 1980 Chapter 228.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 (a) The Union will elect or otherwise select a Union Committee composed of three (3) union members and employees and the Employer shall recognize the said Committee for the purpose of handling any grievances or bargaining on any matter arising from time to time during the continuance of this Agreement, including negotiations for a renewal of this Agreement. The Union Committee shall consist of one (1) Chairperson and two (2) Committeepersons.
- (b) At Step No. 1 of the grievance procedure only one Committeeperson is entitled to be present at discussions with the supervisor and at Step No. 2, the Chairperson,

or a Union representative may accompany the Committeeperson who initiated the grievance.

6.02 **Committeepersons**

The Employer agrees that the Committeepersons shall have the right to have the assistance of a Union representative when dealing with grievances as hereinafter provided.

6.03 **Union Committees**

(a) The Union agrees to supply the Employer with the names of the Union Committee members and will keep the list up to date.

(b) The Employer will supply the Union Office and the Chairperson with a list of Department Heads, Supervisors, members of the management committee and other persons with authority. The list will be adjusted as necessary and copies will be submitted to the union office and the Chairperson.

(c) **Labour-Management Committee**

The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the facility.

(i) The Committee shall be composed of equal representation from the Employer and the local Union with the total representation not to exceed four (4) members, unless mutually agreed otherwise. The local Union committee shall be appointed by the local Union Executive and may at any time have a representative from Unifor Local 2458 Canada;

(ii) Only those employees scheduled to work at the time of the meeting shall be paid their straight time regular rate of pay for all time spent in attendance at the meeting;

(iii) The Committee shall meet and when required at a mutually agreeable time upon written notice being given by either party and at a time that does not duly affect the effectiveness and efficient operation of the facility. An agenda will be prepared by the calling party and shall be submitted five (5) working days prior to the meeting taking place;

(iv) Matters covered by this Agreement will not be within the scope of the Labour Management Committee.

(v) The Employer or the local Union may invite staff or corporate representatives.

6.04 **Seniority Requirements for The Union Committee**
Members of the Union Committee shall have achieved at least six months' seniority and be actively working within the bargaining unit.

6.05 **Pay During Negotiations**
Regular wages for all regularly scheduled working hours lost due to attending negotiations for the successor of the Agreement up to and including conciliation proceedings will be paid by the Employer for two (2) Committeepersons.

The Union recognizes the scheduling problems of the Employer; sufficient lead time will be allowed so that work schedules may be properly adjusted. The normal work schedule and all related clauses in this Agreement will be suspended during the period of negotiations should there be a need for emergency meetings. The Employer will recognize and work with the Committeepersons and the Committeepersons will co-operate with the Employer in the administration of this Agreement. A Committeeperson will be given reasonable time off, if requested by the grievor, without loss of wages, to assist an employee in the presentation of a grievance whenever it is necessary to deal with the grievance during working hours beginning with Step No. 1 of the Grievance Procedure. The Committeeperson must first obtain permission from the Executive Director or their designate and shall report to their supervisor at the time of the Committeeperson's return to work. The Committeeperson shall not leave the Employer's premises. The Committeeperson shall not make unreasonable requests and permission shall not be unreasonably withheld.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 The parties agree that grievances shall be adjusted as quickly as possible. It is understood that an employee has no grievance until the employee has given their immediate supervisor an opportunity to adjust their complaint. The supervisor shall have two (2) working days to reply to the complaint. If the reply is unsatisfactory or if the supervisor fails to reply within the two (2) days the employee may proceed with the steps of the grievance procedure. Any grievance or dispute relating to the interpretation, application or alleged violation of this Agreement, or relating to any terms or conditions of employment shall be dealt with in the following manner:

STEP NO. 1

An employee having a complaint or grievance shall refer it to their immediate Supervisor in writing within five (5) working days of the actual occurrence giving rise to the complaint or grievance. The Supervisor shall reply to the employee, giving the answer to the complaint or grievance in writing within five (5) working days from the date it was submitted.

STEP NO. 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step No. 1, the employee, who may request the assistance of her Committeeperson, shall submit the grievance in writing to the Executive Director. A meeting will then be held between the Executive Director or his designated

representative may have such counsel and assistance as he may desire and that the employee may have her Committeeperson, and the Chairperson or a Union Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Executive Director or his designated representative shall be given in writing within five (5) working days following the meeting.

STEP NO. 3

Should the Executive Director fail to render his decision as required in Step No. 2 or failing settlement of any grievance under the foregoing procedures, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received in accordance with section 8.01 within five (5) working days after the decision under Step No. 2 is given or within ten (10) working days following the meeting under Step No. 2 of the grievance procedure, the grievance shall be deemed to have been settled and the same grievance shall not be the subject matter of a further grievance.

- 7.02 Should two (2) or more employees have a grievance of a similar nature, then it may be processed as one grievance at Step No. 1 of the grievance procedure and throughout the grievance procedure.
- 7.03 Any grievance involving the interpretation or application of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance.
- 7.04 For the purpose of the grievance and arbitration procedure, working days shall exclude Saturdays, Sundays and paid holidays.
- 7.05 Any of the time limits in the grievance and arbitration procedure may be extended by the written consent of the parties.
- 7.06 When a grievance is submitted in writing by either the Employer, the Union or any employee it shall clearly set forth the nature of the grievance and the remedies sought.

ARTICLE 8 – ARBITRATION PROCEDURE

- 8.01 Following Step No. 2 where a difference arises between the parties relating to the interpretation, application or administration of the Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, the party requesting arbitration shall notify the other party of its desire to arbitrate the difference or allegation and shall at the same time name one person as its appointee to a Board of Arbitration to be established.
- 8.02 Within ten (10) working days following notice to arbitrate as given under Section 8.01, the responding party shall appoint a nominee and so inform the instigating party.
- 8.03 The two (2) nominees so appointed shall attempt to settle by agreement of an Arbitrator. If they are unable to agree upon such an Arbitrator within a period of ten (10) working

days, a request shall then be made to the Ministry of Labour (Ontario Labour Relations Board) to appoint a Chairman.

- 8.04 No person shall be appointed as a nominee to an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.05 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement. The Arbitrator may dispose of a grievance in any manner which it deems just and equitable consistent with the provisions of this Agreement. The decision of the majority of the members of the Arbitrator shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- 8.06 The proceedings of the Arbitrator will be expedited by the parties hereto and the decision of the Board will be final and binding upon the parties hereto and the employee concerned.
- 8.07 Each of the parties hereto shall pay its own expenses including pay for witnesses and the expense of its own Arbitrator and one-half of the expenses and fees of the Chairman.
- 8.08 At any stage of the Grievance/Arbitration Procedure, the parties may have the assistance of the employee or employees concerned. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of Victoria Manor, to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the normal function of Victoria Manor.
- 8.09 The foregoing arbitration procedures shall not preclude either party of this Agreement from exercising their right under Section 49 of the present Ontario Labour Relations Act as amended from time to time.
- 8.10 The foregoing arbitration procedures shall not preclude the Employer and the Union from agreeing to have a single arbitrator preside as an arbitration board.

ARTICLE 9 – POLICY GRIEVANCE

- 9.01 Where a difference arises between the Employer and the Union relating to the administration or application or interpretation of this Agreement such difference shall be reduced to writing and delivered to the other party. Delivery to the Union shall be affected if made upon the President of Service Employees' Union, Local 1 Canada UNIFOR Local 2458 and delivery to the Employer shall be affected if made upon the Executive Director. The difference shall be dealt with at a meeting of representatives of the Employer and the Union to be held within ten (10) days after delivery, which meeting shall be deemed to be Step 2 of the grievance procedure.
- 9.02 Any notice under the Grievance Procedure of this Agreement may be given personally, by email or by prepaid registered post or by telegram. Any such notice shall be deemed given when delivered to the Executive Director or designate.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 10.01 A claim by an employee who has completed probation that he or she has been unjustly discharged shall be treated as a grievance if a written statement of such discharge is lodged by the employee with the Executive Director or designate within five (5) days after the employee has received their discharge notice. Such grievance will be taken up by the Union at a special meeting with the Executive Director.
- 10.02 It is agreed that the Chairperson of the Union Committee will be notified immediately on the dismissal of an employee in the bargaining unit. Should the Chairperson not be available at the time, a copy of the letter or notice shall be given to a Committeeperson who is available.
- 10.03 In the event the Employer initiates a disciplinary action against an employee that results in the suspension or discharge of the employee, the following procedure shall be followed:
- (a) The employee shall be notified in writing, before the action and/or penalty if the penalty is a suspension.
 - (b) In the event the Employer is dissatisfied with the work of an employee and correction discussion has not resolved the problem, the Employer shall notify the employee, in writing, of the dissatisfaction concerning their work within five (5) working days of becoming aware of the incident giving rise to the complaint. This notice shall include particulars of the work performance which led to the complaint.
 - (c) The letter or form given to the employee shall state the complaint or appraisal of results and contain on the bottom thereof a statement to the effect that the employee acknowledges having read the letter or form acknowledging receipt of a copy of the same, and a place for the employee to sign. The employee shall sign the letter or form and a copy shall be given to them. Prior to signing, the employee shall have the opportunity to write their comments.
 - (d) The Employee has the right to Union Representation in any proceedings under (a), (b), or (c) above.
- 10.04 Such grievance shall proceed directly to Step No. 2 of the grievance procedure and must be presented, in writing, dated, and signed within ten (10) working days after notice of the discharge was given.
- 10.05 Only those disciplinary notices that result in a suspension will remain on an employee's personnel file for a period of eighteen (18) months. All other disciplinary notices, warnings or statements will be removed after a period of twelve (12) months from the date of the infraction.

- 10.06 An employee shall, upon written request, be granted the opportunity to view their personnel file, in the presence of a union representative, if requested, within twenty-four (24) hours of the request.

ARTICLE 11 – PROBATION, SENIORITY

11.01 (a) **Seniority Defined**

Seniority is defined as the length of service in the bargaining unit from the date of last hiring. For purposes of clarity, the seniority of full time employees shall be computed on the basis of years of service subsequent to date of most recent hire. The seniority of part-time persons will be accrued on the basis of hours worked.

e.g. 1 year = 1950 hours
2 years = 3900 hours

(b) **Probation Defined**

The probationary period has been completed when an employee has served 450 hours or six (6) months, whichever comes first. Employees will be regarded as probationary employees until they have acquired seniority as above, provided however that an employee shall be entitled to the assistance of the Union in settling a grievance other than disciplinary action, discharge or layoff. The disciplinary action, discharge or layoff of a probationary employee shall not be the subject of a grievance herein.

- 11.02 Part time employees will accumulate seniority on the basis of one (1) year for each 1950 hours worked, one (1) month for each 162.5 hours worked and one (1) week for each 37.5 hours worked. For purposes of seniority within the bargaining unit (as related to lay-off, recall, "bumping" etc.) seniority for part time employees will be accrued solely on the basis of hours worked.
- 11.03 Seniority lists containing the names of all employees and their respective dates of hiring will be posted on the Union Bulletin Board and will be revised every six (6) months.
- 11.04 Seniority lists of all employees shall show the last date of hiring of each employee by the Employer.
- 11.05 Employees shall have the right to challenge the listing for a period of six (6) weeks following the initial posting and for a period of four (4) weeks following each subsequent posting. The seniority list, as corrected, shall be deemed accurate to the date of posting. Any challenge to the employee's seniority which is not dealt with to the employee's satisfaction may be submitted as a grievance. The challenge must be specific regarding the pay periods in question. (Employees will be supplied copies of time cards or similar documentation for the first posting after the signing of the initial Collective Agreement).
- 11.06 The Employer will supply the Chairperson with a copy of the seniority list as well as forwarding a copy to the Local Union Office in January and July in each year. The seniority list shall include full or part time status, classification, department and date of hire.

11.07 When an employee transfers from part time to full time employment and vice versa, her seniority shall carry forth to the new position.

11.08 **Layoff & Recall**

- (a) Layoffs or reduction of hours shall be on the basis of seniority.
- (b) In the event of a layoff or reduction of hours, the Employer shall identify the position(s) affected. The employee in the identified position shall have the option of:
 - 1. accepting the layoff; or
 - 2. bumping a less senior employee in the same or other classification providing the laid off employee has the ability or qualifications to perform the work of the classification they have chosen.

The above decision shall be given to the Employer within three (3) calendar days of the receipt of notice of layoff.

- 3. any employee displaced as a result of the above procedure shall then be able to utilize the above procedure.
 - (c) Employees shall be recalled from layoff in reverse order to the layoff procedure provided above. No new employees will be hired until laid off employees with seniority have been recalled.
 - (d) Prior to recalling any laid off employee, the Employer agrees to implement the Job Posting provisions as set out in the Collective Agreement. After exhausting the Job Posting procedure, the laid off employee shall then be recalled to the remaining vacancy.
 - (e) Prior to the reduction of any full time or part time employee as provided above, the working hours of the casual, temporary or probationary employee(s) shall be first reduced.
 - (f) The Employer agrees that a full time position will not be divided into two part time positions for the purpose of reducing the full-time unit.
 - (g) Health and Welfare benefits to continue for one (1) month from date of layoff.
- 11.09 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off two (2) calendar weeks prior to the effective date of layoff except in the event of an emergency beyond the control of the Employer. If the employee has not been given the opportunity to work the days scheduled for the two (2) week period, he/she shall be paid for those days.
- 11.10 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

11.11 **Loss of Seniority**

Termination of employment: Employment will be terminated and seniority lost when:

- (a) an employee quits or is discharged and is not reinstated pursuant to the grievance procedure;
- (b) an employee is absent for two (2) working days without sufficient cause;
- (c) an employee fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, without sufficient cause;
- (d) an employee who is on layoff for twenty-four (24) months and has not been recalled;
- (e) an employee fails to notify the Employer of intention to return to work within seven (7) days after receipt of notice of recall by registered mail or telephone; or failure to return to work within seven calendar days after being notified of recall. Registered mail sent to the employee's most recent address on her employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of her current address and telephone number;
- (f) an employee leaves Victoria Manor premises during regular working hours (excluding the lunch break) without the permission of the employee's immediate supervisor, except in an emergency;
- (g) an employee is absent from work due to illness or injury in excess of thirty-six (36) consecutive months (including WSIB or Private Insurance).

11.12 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) approved leave(s) of absence without pay for up to thirty (30) regularly scheduled shifts in a calendar year;
- (b) when absent on account of accident compensable by WSIB or Private Insurance) for up to thirty-six (36) consecutive months;
- (c) when absent on account of illness for up to thirty-six (36) consecutive months;
- (d) when on pregnancy/parental leave in accordance with the Employment Standards Act (ESA).

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 (a) The following is intended to define the normal hours of work of the full time employees but shall not be interpreted as a guarantee of hours of work per day, or per week, or days of work per week.

(b) The normal work shift for full time employees shall be seven and one-half (7 ½) working hours per day exclusive of meal period. The Employer will use its best efforts to ensure that an uninterrupted lunch break is provided.

In the event the Employer requires an employee to remain on premises during the employee's meal period, the Employer will compensate the employee for the meal period at the employee's regular hourly rate.

The parties agree that where there is not more than two (2) employees working on the midnight shift, both must remain on the premises throughout the shift, but will be paid for the meal period as provided herein.

(c) The normal hours of full time employment shall average up to thirty-seven and one-half (37 ½) per week and up to seventy-five (75) biweekly over the two (2) week pay period. This may mean that an employee would work more or less than up to thirty-seven and one-half (37 ½) hours in a weekly period; but over the pay period, the average number of hours will be up to seventy-five (75). The provisions of this agreement relating to payment of overtime rates shall be interpreted on the understanding that the biweekly hours are averaged.

(d) There will be no Split Shifts.

12.02 (a) Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a shift/day or seventy-five (75) hours bi-weekly at the rate of time and one-half (1 ½) of the employee's regular rate of pay. All overtime must be authorized by the Executive Director or designate.

(b) In the event employees of their own accord for their own personal convenience arrange to change shifts with other appropriately qualified employees, the Employer agrees to allow employees to do so, provided the employees have obtained their respective supervisor's approval.

Employees shall fill out the appropriate form. The Employer shall not be responsible or liable for overtime and non-compliance with the above scheduling provisions that may arise or accrue as a result of the exchange of shifts.

(c) For Part timers, time less than fifteen (15) minutes per day to finish an assigned task on an irregular basis shall be paid at straight time provided the work is authorized by the Executive Director or designate.

(d) If an employee works three (3) hours or more of overtime after her regularly scheduled shift, she will be entitled to nourishment provided by Victoria Manor.

- (e) Allow up to ten (10) shifts to be given away per year. The company retains discretion to exceed this cap.
- 12.03 Employees will be allowed fifteen (15) minutes' relief (i.e. absence from the work station) during each half shift at times designated by the Employer, with pay and without increasing the regular working hours.
- 12.04 (a) Work schedules covering at least a four (4) week period will be posted at least one (1) week in advance. The parties recognize that due to resignations, job postings and other unforeseen absences, not all employees will be afforded with four (4) weeks notice of their schedule. Such posted schedules shall not be changed unless by mutual agreement between the Employer and the employees so affected, or as to allow the mutual exchanging of shifts between employees as per Section 12.02 (b) or if an emergency exists. Employee requests for specific days off must be submitted to the Executive Director two weeks in advance of posting. The granting or denial of such request shall be in the absolute discretion of the Employer.
- (b) Except where mutually agreed otherwise between the Employer and an employee, shift schedules shall be arranged so that an employee is not regularly scheduled to work more than five (5) consecutive days.
- 12.05 Full time employees will be scheduled to have every other weekend off and part time employees will be scheduled so as to have one (1) weekend in three (3) weekends and the Employer will endeavour to schedule every other weekend off unless the employee has been hired to work weekends or the employee agrees to work weekends. Where, and so long as, staffing requirements permit, a more favourable shift schedule presently in existing will continue. The term " weekend" shall mean Saturday and Sunday.
- 12.06 When an employee reports for work at their assigned starting time without being notified four (4) hours in advance by the facility not to report for work at said time, then the employee shall receive work or pay in lieu of work, for four (4) hours during the day. An employee is required to provide reasonable notice to Victoria Manor in advance of the commencement of her scheduled shift when returning to work after any absence of (3) consecutive scheduled shifts, such that the employee has to report for work. Failure to provide such notice will result in the employee being sent home and the above reporting provisions will not apply.
- 12.07 There shall normally be a minimum of sixteen (16) continuous hours off between regularly scheduled shifts of work except as may be mutually arranged between the Employer and employee(s) or in case of an emergency.
- 12.08 Those employees working the shift when the change from daylight saving to standard time, or vice versa, occurs shall be paid straight time for the exact number of hours worked during the shift.

12.09 Shift Premium

Employees working the midnight shift shall receive a shift premium of twenty cents (0.20¢) per hour. Employees working the afternoon shift shall receive a shift premium of fifteen cents (0.15¢) per hour.

Effective May 5, 2021, employees working the midnight shift shall receive a shift premium of twenty-five cents (0.25¢) per hour. Employees working the afternoon shift shall receive a shift premium of twenty cents (0.20¢) per hour.

ARTICLE 13 – PAID HOLIDAYS

13.01 (a) The employer shall recognize the following days as paid holidays, at the employees' regular rate of pay. Full time employees to be paid seven and one-half (7 ½) hours for paid holidays and part time employees in accordance with the Employment Standards Act.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (August)	1 Float Day
Family Day	

(b) Any employee does not qualify for a paid holiday if the employee:

- (i) does not work his or her scheduled regular day of work preceding and following the holiday without reasonable cause;
- (i) having agreed to work on a public holiday, does not report for and perform the work without reasonable cause;
- (iii) is employed under an arrangement where he or she may elect to work or not when requested so to do.

(c) If an employee is scheduled to work on a paid holiday and actually works, he/she may elect either:

- (i) pay at one and one-half (1 ½) times their normal daily rate for work performed plus their holiday pay;
- (ii) pay at one and one-half (1 ½) times their daily rate for work performed plus a day off with pay in lieu of the holiday. Such day to be scheduled by mutual agreement within twenty-eight (28) calendar days unless the employee agrees to schedule said day at some later date.

- (d) In the event that the paid holidays fall on an employee's day off or during his vacation, the employee will receive an additional day off or one (1) day added to his vacation.
- (e) Employees shall be entitled to Christmas or New Years Day off, the selection and scheduling of which will take place before December of each year. In a case of conflict, seniority shall be the deciding factor.

13.02 If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of the Collective Agreement, such additional holiday will replace the float day listed above. The intent is that there shall be no more than eleven (11) paid holidays during the term of this Agreement.

ARTICLE 14 – VACATIONS

- 14.01 For the purpose of calculating eligibility, the vacation year shall be the period from May 1 of any year to April 30 of the following year. Employees who have not completed their probation by the cut off date of April 30 in any year may, after subsequent completion of probation, apply for an unpaid leave of absence of up to two (2) weeks at a time mutually agreeable to the employee and Employer. The employee will be entitled to receive vacation pay at the rate of four percent (4%) of wages earned up to the April 30 cut off date.
- 14.02 (a) The periods at which employees shall take vacations shall be based on the selection by the employee according to seniority in each department but shall be finally determined by the Executive Director having due concern for the proper operation of Victoria Manor.
- (b) All vacation requests must be submitted by April 1st in each vacation year, and vacation approval must be completed and posted by April 20th. It is understood that any requests for vacation received after April 1st in each year shall be dealt with only AFTER the vacation requests received by April 1st have been dealt with. Late requests will in no way displace or change already-approved and posted vacation schedules. Late requests shall be dealt with on an individual basis and approved at the discretion of the Employer. Such late requests shall not be unreasonably withheld.
- (c) Employees shall have the right to take their full vacation entitlement at one time or in periods of one (1) week or more. They will also be allowed to take individual vacation days.
- 14.03 Vacations are not cumulative from year to year and all vacations must be taken by April 30 next following the May 1st cut off date unless otherwise arranged by mutual consent. Vacations will not be granted one (1) week before Christmas and one (1) week after New Years.

14.04 Vacations and Vacation Pay

- (a) Employees having less than one (1) year of service on May 1 in any year shall be entitled, upon the completion of their probationary period, to a credit of one (1) day's vacation with pay for each month of service, to a maximum of ten (10) working days' vacation with pay at the rate of four percent (4%) of their gross earnings.
- (b) Employees with one (1) year or more service at April 30th of any year, shall receive two (2) weeks vacation with pay at four percent (4%) of gross earnings.
- (c) Employees with four (4) years or more service as of April 30th of any year, shall receive four (4) weeks vacation with pay at six percent (6%) of gross earnings.
- (d) Employees with nine (9) years or more service as of April 30th of any year, shall receive five (5) weeks vacation with pay at eight (8%) of gross earnings.
- (e) Effective in the 2021 vacation year, employees with twenty-five (25) years or more service as of April 30th of any year, shall receive six (6) weeks vacation with pay at ten (10%) of gross earnings.
- (f) The time of vacation for each employee each year will be mutually arranged between the employee and the Employer, provided however, that if there is a dispute over a respective vacation date between the employees, departmental seniority of an employee shall be the governing factor.

14.05 An employee who terminates their employment with the Employer, is discharged or laid off in excess of thirteen (13) weeks, shall be paid vacation pay on the following basis:

- (i) four percent (4%) of all time worked from May 1st for all employees having less than five (5) years of service;
- (ii) six percent (6%) for all time worked from May 1st for all employees having more than five (5) years of service and less than ten (10) years of service.
- (iii) eight (8%) for all time worked from May 1st for all employees having more than ten (10) years of service.
- (iv) Should the employee return to work after lay-off during the vacation pay calculation year, any payment made under this clause is a credit against vacation pay entitlement.

14.06 Employees shall receive their vacation pay at the time they take their vacation. To ensure that vacation pay is received on the last normal pay day prior to the start of vacation, employees are requested to give the office staff a written request at least two (2) weeks before vacation start date.

14.07 In the event that an employee is hospitalized for non-elective reasons immediately prior to the commencement of a scheduled vacation period, he/she will be permitted to

reschedule their vacation at a later date mutually agreeable to the employee and the Employer. In arranging such date, it is understood that the employee does not have the right to use their seniority to displace another employee who has less seniority from vacation time already allotted.

- 14.08 In order to ensure full time employees are able to take their full vacation entitlement during the summer months, the Employer may hire summer relief for the period June 1st to September 15th each year. It is understood that part time employees have the first opportunity to cover vacation hours before using summer relief.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Personal Leave of Absence

Leave of Absence for extenuating personal reasons may be granted at the discretion of the Employer, provided that it does not cause undue inconvenience to the normal operation of the facility or disrupt the efficiency and service of Victoria Manor. This discretion shall not be unreasonably exercised. Request for such leave must be made in writing at least one (1) month prior to the commencement of the leave, except in the case of an emergency, and the employee must state the date of leaving and the date of return.

15.02 Leave of Absence - General

An employee who is on a leave of absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement and may be subject to dismissal by the Employer.

15.03 Pregnancy and Parental Leave

- (a) An employee shall qualify for maternity leave in accordance with The Employment Standards Act.
- (b) The employee shall give the Employer two (2) week's notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in their opinion.
- (c) The employee shall give at least two (2) week's notice of her intention to return to work. Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Section upon giving the Employer two (2) week's notice of her intention so to do and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

The Employer may require the employee to commence a leave of absence pursuant to sub-paragraph (a) at such time as the duties of her position cannot

reasonably be performed by a pregnant woman, or performance of her work is materially affected by the pregnancy.

- (d) An employee who does not apply for leave of absence under subparagraph (a), and who is otherwise entitled to it, shall be granted leave of absence in accordance with sub-paragraph (a) upon providing the Employer before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of her delivery.
- (e) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Section shall so advise the Employer when she requests the leave of absence, and on her return to work, the Employer shall reinstate the employee to her position, or provide her with alternative work of a comparable nature, at not less than her wages at the time her leave of absence began, and without loss of seniority or benefits accrued to

15.04 Union Leave

The Employer shall grant leaves of absence without pay, to two (2) members at a time, for the purpose of attending to union business, educational seminars, etc. Any requested Union leave of absence will be directed to the Employer and all other terms of 15.01 will apply.

15.05 Jury Duty

The Employer shall grant a leave of absence to an employee who serves as a juror or who is subpoenaed as a witness arising out of her employment, in any court. The employee will receive the difference between their jury allowance and their regular pay for the scheduled time lost while serving in one of these capacities. The Employee shall not be required to work on a day when he/she serves as a juror or is subpoenaed as a witness in any court. The subpoena or jury duty notice will be presented to the Employer for confirmation of such leave. In order to receive payment, the employee shall be required to submit proof of jury duty pay, such as check stubs or a letter which will indicate days attending to jury duty and amounts paid.

15.06 Bereavement Leave

- (a) In the event of the death of an employee's spouse (including same-sex spouse), common-law spouse, child or parent, that employee will be granted a leave of absence for five (5) days. The employee shall be paid for shifts during the leave of absence which he/she would otherwise have worked.
- (b) In the event of the death of an employee's sister, brother, grandparent, grandchild, mother-in-law or father-in-law, that employee will be granted a leave of absence for four (4) days. The employee shall be paid for shifts during the leave of absence which he/she would otherwise have worked.

- (c) In the event of the death of an employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law, spouse's grandparents or any other relative residing with the employee, that employee will be granted a leave of absence for two (2) days. The employee shall be paid for shifts during the leave of absence which he/she would otherwise have worked.
- (d) Where the burial occurs outside of the Province of Ontario, such leave shall also include reasonable traveling time, without pay, not to exceed two (2) days.
- (e) If a death occurs outside of Canada and the employee is unable to attend the funeral, the employee shall be allowed one (1) day off, with pay in the case of spouse (including common-law and same sex spouse), parents, children and grandchildren of the employee.
- (f) An employee will be eligible to receive payment under the terms of bereavement leave for any period in which he/she is receiving for holiday pay or vacation pay. The vacation or holiday shall be rescheduled at a time mutually agreeable to the supervisor and the employee concerned. The Employer, however, agrees to make every reasonable effort to reschedule the employee's vacation or holiday in accordance with the employee's wishes.
- (g) Casual employees shall not be eligible for pay for bereavement leave.
- (h) One (1) day with pay for aunt, uncle, niece and nephew.

ARTICLE 16 – SICK LEAVE

16.01 Sick Leave with Pay

Sick leave with pay is for the sole purpose of protecting employees against loss of income during periods of legitimate illness.

16.02 (a)

- (i) Effective January 1, 2024, each full time bargaining unit employees currently employed and new full time bargaining unit employees from commencement from date of employment, shall be entitled to sick leave with pay at the rate of one (1) day per month to a maximum of eleven (11) days per year.
- (ii) Effective May 5, 2021 part time employees to receive one-half (1/2) paid sick day per month to a maximum of five (5) days per year.

Any unused sick leave days shall be paid out in full, to a maximum of 8 days for full time employees and 4 days for part time employees, at the current wage rate no later than the last pay of December or the 31st day of December of every year.

- (b) The employer reserves the right to request proof of illness by medical certificate if absence is longer than two (2) working days or in cases of repetitive absences of one or two days.

If a medical note is required, the Employer will bear the cost of the note if requested in a twenty-four (24) hour period.

- (c) Absences due to illness or injury compensable by Workplace Safety and Insurance Board or Private Insurance as applicable, shall not be charged against sick leave credits or entitlements except as follows:

An employee who is absent from work as a result of an injury or illness sustained at work and who is awaiting approval of a claim for W.S.I.B. or Private Insurance as applicable, and who has been without pay for at least one (1) full pay period, may apply to the employer to use their accumulated sick leave credits for a payment equivalent to the benefits he/she would receive from Workplace Safety and Insurance or Private Insurance as applicable. This payment will be provided only if the employee provides evidence of disability and a written undertaking that any payments will be refunded to the Employer following approval of the claim by the W.S.I.B. or Private Insurance as applicable. If the claim for Workplace Safety and Insurance is not approved, the monies paid as an advance will remain charged against the employee's sick leave credits. If the claim for Workplace Safety and Insurance is approved and the monies paid by the employer are reimbursed to the employer, the employee will have the sick leave credits used under this provision recredited to him/her.

- (d) Sick leave pay may be claimed during periods of vacation or holidays if hospitalized for non-elective reasons and supported by a medical certificate verifying such hospitalization. The displaced vacation or holiday will be taken at a later time mutually agreeable between the Employer and the employee concerned.
- (e) Sick leave with pay shall not be granted during the probationary period but at the end of the probationary period the employee shall have accrued sick days as per the schedule set out in 16.02 (a).
- (f) The Employer will pay a maximum of fifty (\$50.00) dollars every two (2) years toward the physical examination required as a condition of continued employment.

ARTICLE 17 – HEALTH & WELFARE BENEFITS

17.01 The Employer agrees to pay the indicated percentage of the following items for regular full time employees (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans.

The Employer shall pay at a rate of ninety percent (90%) of the premiums, with the full time employees paying the other ten percent (10%) and for all part time employees who

qualify under the terms of the plans and who subscribe to said plans, the Employer shall pay at a rate of fifty percent (50%) of the premiums with the part time employees paying the other fifty percent (50%) for:

- (i) \$30,000.00 Group Life Insurance Policy covering all employees subscribing;
- (ii) A reimbursable drug prescription plan;
- (iii) Extended Health Care with semi-private hospital coverage;
- (iv) A vision care plan of \$300.00 per twenty-four (24) months, which excludes an eye exam.

Commencing January 1, 2024, eligible employees vision plan will be amended to include an eye examination every twenty-four (24) months where they will be reimbursed up to 80% to a cap of \$60.00 per examination.

It is understood that all new employees will not be eligible for benefit plans until they have completed their probationary period.

17.02 The Employer will provide the Union with thirty (30) days' notice of change in benefit carriers, but in no case will the benefits be reduced.

17.03 The Nursing Homes and Related Industries Pension Plan (NHRIPP)

(a) In this article, the terms used shall have the meanings as described.

"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, including:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay

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

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

Effective January 1, 2018, "Eligible Employee" means full time and part time employees in the bargaining unit who have completed four hundred and fifty (450) hours of service. For clarity, this would apply to newly hired employees as of January 1, 2018.

(b) Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to three and one half percent (3.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period an amount equal to three and one half percent (3.5%) of applicable wages to the Plan.

Effective December 31, 2014 the Employer and the employee pension contributions will increase to 4%.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions 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.

- (c) 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.
- (d) 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 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 exceeds that which the Employer would have if the Plan were a defined contribution plan.

- (e) The Employer agrees to provide to the Executive Director 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 Executive Director 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 are:

- (i) **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 purposes of calculations past service credit)

- (ii) **To be Provided with each Remittance**
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable Earnings
 - Year to Date Pension Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- (iii) **To be Provided Once and if Status Changes**
 - Full Address as provided to the Home
 - Termination date where applicable (MM/DD/YY)

- (iv) **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.

- (f) 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.

- (g) Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 17.03 (b) will be paid to the employee.

ARTICLE 18 – GENERAL CONDITIONS

18.01 Accommodation

Accommodation shall be provided for employees to have their meals and store and change their clothes.

18.02 Bulletin Boards

The Employer shall provide one (1) Bulletin Board which shall be placed in a location reasonably accessible to employees upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. However, any such notices which do not pertain to matters which are set out in this Agreement, must first be approved by the Employer prior to their posting.

18.03 Job Posting

- (a) It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring as a result of death, retirement, resignation, promotion, demotion or termination of employment or any new jobs created, shall be posted on all bulletin boards for a period of seven (7) calendar days.

- (b) It is understood that with the knowledge of the Union Chairperson, the Employer may temporarily fill the vacancy during the posting.
- (c) Employees shall have the right to bid during such seven (7) calendar day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received on the basis of seniority, provided the senior employee possesses the necessary qualifications and ability to perform the work required. Employees shall have the right to successfully bid on a permanent job posting two (2) times every calendar year.

Employees who have successfully bid on a temporary posting shall not have the right to bid on a job posting within three (3) months of the date of acceptance of the job posting. The above restriction does not prohibit an employee from applying for a temporary job posting in the case where the temporary job posting has equal or a greater number of hours biweekly.

18.04 In the event two (2) or more employees apply, the Employer shall consider the skill, ability, aptitude, suitability and seniority of the applicants. Where the other factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy. The Employer reserves the right to hire outside help provided that, in its opinion, the applicants are not capable of performing the work required.

18.05 (a) A successful applicant shall be placed on trial in the new position for a period of sixty (60) working days. Such trial promotion or transfer shall become permanent after the trial period unless:

- (i) the employee, at any time within the trial period mentioned above, feels that she is not suitable for the position and wishes to return to her former position; or
- (ii) The Employer, at any time within the trial period mentioned above, feels that the employee is not suitable for the position, and requires that she return to her former position;
- (iii) in the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

(b) The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood, however, that no employee shall be transferred to a position outside the bargaining unit without their consent.

18.06 The Union acknowledges that in matters of promotions or transfers within Victoria Manor, the Employer's considered judgement as to the efficiency and suitability of any employee for any particular task must be accepted and that the function of the Union, in dealing with complaints or grievances arising out of such promotions or transfers, will

generally consist of satisfying itself that the aforesaid procedures have been followed, and that all relevant facts and circumstances have been adequately and justly considered by the Employer. Any grievance arising out of promotions and transfers shall be confined to these considerations.

18.07 Training Courses

Leave of absence with or without pay may be granted to employees at the discretion of the Employer, to attend any training courses or other events which may be deemed beneficial to the employee's development, especially as it relates to their responsibilities with the Employer. The exercise of such discretion by the Employer shall not be arbitrary, discriminatory, or in bad faith. If the training course is required by the Employer, the employee shall suffer no loss of pay, benefits, or seniority while attending such course.

18.08 Notice

Any notice to any employee under this Agreement may be given personally or by prepaid registered post, addressed to the employee at her last address shown on the Employers records, or by telegram and such notice shall be deemed given when delivered to the postal or telegram authorities.

18.09 Printing of Agreement

The cost of printing this Collective Agreement will be shared equally by the Union and the Employer.

18.10 No Pyramiding

In no event shall there be any pyramiding of benefits or payments under this Agreement.

18.11 Health and Safety Committee

The Employer agrees to make provisions for the maintenance of standards of health and safety in the workplace. The Employer shall comply with the Occupational Health and Safety Act (Ontario).

18.12 (a) A joint management and employees' Health and Safety Committee shall be constituted, with representation of at least half by employees from the bargaining unit, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked.

(b) Union staff or Union Health and Safety advisors or Consultants shall be provided access to the workplace, with the approval of the Executive Director if required to attend Health and Safety Committee meetings, or for inspecting, investigating or monitoring the workplace.

(c) Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by Government Agencies or the Union for instruction and upgrading on Health and Safety matters.

Such lime off shall be at the discretion of the Executive Director and shall not be the subject matter of a grievance.

- (d) The employer shall make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed.

Employees who are not direct care employees will be made aware of the special procedures required to them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

18.13 Contracting Out

The Employer shall not contract out work that is normally performed by bargaining unit members, if as a direct result of such contracting out, a lay-off of bargaining unit employees directly results from such contracting out.

ARTICLE 19 – TRANSFERS, CALL-IN

19.01 An employee called on to perform duties in a higher rated category shall be paid not less than the start rate for the category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category that is next above their own rate.

19.02 Transfers

When an employee transfers or is transferred from one department or classification to another department or classification, whether the wage rate is equal to or higher, she/he shall be paid at such rate set out in the wage schedule for such department or classification, so that the employee will not be earning less money than prior to the transfer. If the wage rate is less than the wage rate of the transferred employee she/he shall receive the corresponding rate vertically in the new classification.

19.03 When an employee who is transferred to a higher category has recent past experience with the Employer which is relevant to the higher category, the Employer shall give the employee credit for all such experience up to the maximum for the higher rate job.

19.04 Any employee who is called into work as a replacement for an absent employee after that absent employee's shift has started and who completes six (6) or more hours will be paid for the full shift at the applicable rate.

19.05 Reporting Pay

Employees who report to work for any shift without being notified to the contrary will be guaranteed at least four (4) hours of work, or if no work is available, will be paid for at least four (4) hours at the applicable rate.

19.06 Call Back

An employee called back to work after leaving the premises who reports to work outside her normal, scheduled hours of work will receive, no matter What period of time is

actually worked, no less than the equivalent of four (4) hours pay at time and one half their regular, straight time hourly rate. For purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift only if seven and one-half (7 ½) hours worked previously.

- 19.07 In lieu of call back pay, an employee may take equivalent time off with pay at a mutually agreeable time within forty-five (45) days following the call back or such longer period as may be agreed upon.

ARTICLE 20 – CLOTHING ALLOWANCE

- 20.01 The Employer agrees to provide a clothing allowance of twenty dollars (\$20.00) per month for each employee who is required by the employer to wear a uniform.

ARTICLE 21 – INTERPRETATION

- 21.01 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies. Where the singular is used it may be deemed to mean the plural within the appropriate context.
- 21.02 The word "employee" or "employees", as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement which employees are within the bargaining unit and for whom the Union is recognized as the Bargaining Agent, who have completed
- 21.03 Part time employees are hereby defined to be those persons regularly employed on the average twenty-four (24) hours or less per week and who have completed the probationary period excluding holidays, days off, scheduled days not worked, and days off on leave of absence.
- 21.04 (a) The parties acknowledge that, from time to time, it becomes necessary to replace an employee who is on a pregnancy/parental leave or a long term leave of absence for other reasons.
- (b) When this situation arises, the Employer, subject to Article 18.03, may hire an employee to replace an employee on such leave of absence for a term certain, being the period of the leave granted, provided it does not exceed six (6) months (except in the case of a maternity leave when it will be for the duration of the leave). If, at the termination of the leave of absence, an extension of the leave of absence is granted and the leave and extension combined do not exceed six (6) months (except in the case of the maternity leave when it will be for the duration of the leave), the replacement employee may be retained until the extension terminates.
- (c) If the leave of absence, combined with any extension of it, exceeds six (6) months (subject to maternity leave as stated in (b) above), the person temporarily hired

can only be retained on the basis set out herein with the approval in writing of the Union.

- (d) A person hired for temporary replacement under the above arrangements will not accumulate seniority. For job posting purposes, such employee, while entitled to bid for new or vacant positions, shall rank after full time and part time employees with seniority.
 - (e) If a person hired for temporary replacement is hired to fill a permanent vacancy or if such person continues on in the temporary position for more than six (6) months from date of hire, unless the Union has otherwise agreed, in writing, (and subject to maternity leave as stated in (b) above), seniority and other full time benefits (or part time benefits if in a part time position) will be recognized retroactive to the date that seniority would have otherwise been achieved as a temporary replacement employee, provided that the employee has completed sixty (60) working days of employment.
 - (f) The Executive Director or their delegate will notify the Union, in writing, of any such temporary hires and the reason or reasons for each, with a copy of such notification to the Chairperson, failing which, the employee will be considered as having been hired subject to all terms of the Collective Agreement and, in particular, those which require the posting of new positions or vacancies.
 - (g) On termination of an employee's temporary hire, similar notification in writing will be given to the Union with a copy to the Chairperson, confirming the date of termination.
 - (h) Subject to Section 11.08 of this Agreement, persons will not be hired for temporary replacement while members of the bargaining unit are on layoff and if a layoff is scheduled while a temporary replacement is employed, the person or persons subject to layoff shall have the right to take the place of a temporary employee if she capable of performing the work required and willing to perform the work which is available.
- 21.06 The terms "regular pay" and "straight time pay", when used in this Agreement shall mean the amounts indicated in the wage classification as hourly earnings only and shall not include any amounts other than those hourly earnings. For greater certainty it is agreed and understood that there shall not be included in any hourly or other rate on which a multiple of time and one-half or any other multiple is applied for purposes of computing overtime worked, work performed on a paid holiday, vacation or otherwise, or any premium which is to be paid in accordance with this Agreement.

ARTICLE 22 – WAGES AND CLASSIFICATIONS

Classification	Step	Dec 31/21 Expired	Jan 1/22 0.5%	July 1/22 1.75%	Jan 1/23 0.5%	July 1/23 1.75%	Jan 1/24 0.5%	July 1/24 1.75%
Health and Wellness Lead	Start	\$18.24	\$18.33	\$18.65	\$18.74	\$19.07	\$19.17	\$19.51
	1 year	\$19.83	\$19.93	\$20.28	\$20.38	\$20.74	\$20.84	\$21.20
	2 year	\$20.78	\$20.88	\$21.25	\$21.36	\$21.73	\$21.84	\$22.22
Aides and Maintenance	Start	\$15.12	\$15.20	\$15.47	\$15.55	\$15.82	\$16.55	\$16.84
	1 year	\$15.95	\$16.03	\$16.31	\$16.39	\$16.68	\$16.76	\$17.05
	2 year	\$18.10	\$18.19	\$18.51	\$18.60	\$18.93	\$19.02	\$19.35

*Ontario Minimum Wage as of October 1, 2023

22.02 Duration

This agreement shall come into effect January 1, 2022 and will continue in effect until 2400 hours on December 31, 2024.

22.03 Notice

Notice of Intent to amend this Agreement shall be given by either party to the other, in writing, ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new or amended Collective Agreement.

22.04 Extension

If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date of this Agreement, it shall be automatically extended until the conclusion of negotiations.

ARTICLE 23 – RETROACTIVITY

23.01 Wages shall be retroactive to the dates set out above and shall be based on all hours paid, for all employees, as of January 1st, and thereafter, and shall be paid retroactively for all employees on active payroll as of the date of ratification.

ARTICLE 24 – JOB DESCRIPTIONS

24.01 The employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union within sixty (60) days of their preparation.

LETTER OF UNDERSTANDING #1 – RE: CALL-IN ORDER

The parties agree that for the purpose of call-ins, the order of priority shall be:

1. part time employees by seniority in their department;
2. part time employees by seniority from all other departments;
3. full time employees by seniority in their department;
4. full time employees by seniority from all other departments.

LETTER OF UNDERSTANDING #2 – RE: SENIORITY RETENTION/ACCUMULATION

With respect to Article 11.12, the Parties agree that seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (i) Approved leave of absence without pay for up to thirty (30) regularly scheduled shifts in a calendar year.
- (ii) When absent on account of accident compensable by WSIB and or private insurance for up to thirty-six (36) consecutive months.
- (iii) When absent on account of illness for up to thirty-six (36) consecutive months.

Existing seniority shall be retained and not altered. The Parties agree that effective January 1, 2002 all part time employees will accrue seniority based on the following:

- (i) Hours worked in their current posted position
- (ii) Average of hours worked four (4) weeks preceding the absence
- (lii) Maternity Leave as per Employment Standards Act

LETTER OF UNDERSTANDING #3 – RE: EXCHANGE OF SHIFTS

With respect to Article 12.02 (b) the parties agree that shift exchanges between employees shall be within the two (2) week scheduled pay period. It is further understood that these shift exchanges shall be hour for hour.

LETTER OF UNDERSTANDING #4 – RE: RACIAL JUSTICE ADVOCATE

In recognition of societal racism, the Company agrees to identify a racial justice advocate. The Union will be responsible for the selection of this advocate provided the employee is employed in the bargaining unit.

A Racial Justice Advocate is a workplace representative who will assist and provide support for employees and concerns such as racial discrimination. Should this individual require time off work they shall seek written consent from the Executive Director or designate.

LETTER OF UNDERSTANDING #5 – RE: MENTAL HEALTH

The parties agree that a psychologically healthy work environment is a desirable objective for both the Home and its employees.

The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace.

This will be a standing discussion item on the Joint Health and Safety Committee agenda.

LETTER OF UNDERSTANDING #6 – RE: PAY EQUITY

The Union and the employer acknowledge their responsibilities under the Pay Equity Act. Upon the request of either party a meeting will take place to review and update the Pay Equity Plan as required.

LETTER OF UNDERSTANDING #7 – RE: WOMENS ADVOCATE

The parties agree to recognize a Women’s Advocate who shall be a female employee of the Home, who has completed probation and who is a member of the Unifor bargaining unit. The Advocate shall be called upon to meet with members who are experiencing a domestic abuse situation when requested, to discuss problems with them and make the necessary referrals.

Management and Supervisory employees of the Home shall co-operate with such Women’s Advocate to ensure prompt and confidential transfer of information. Notwithstanding, the limited physical facilities cannot ensure total privacy of the activities of the Advocate.

Once during the life of this Agreement, the Home shall grant up to one (1) day off for a candidate to attend the Unifor training program.

Upon evidence of successful completion, such employee shall receive payment for up to one day of lost wages.

The Union shall be responsible for training fees and any boarding or lodging required.

LETTER OF UNDERSTANDING #8 – RE: PAID EDUCATION LEAVE (P.E.L.)

The Employer will provide the Union with payment of \$300.00 per year, commencing on January 1, 2024 for its Paid Education Fund (P.E.L). Such monies to be paid into a trust fund established by the National Union, UNIFOR and sent by the employer to the National Office at 115 Gordon Baker Rd, Toronto, Ontario, M2H 0A8.

Dated at Windsor, Ontario this 16th day of October, 2023

VICTORIA MANOR

UNIFOR AND ITS LOCAL 2458

Ron Dunn	<u>Ron Dunn</u>	<u>R B</u>	<u>le</u>
Dusan Namasivayam	<u>[Signature]</u>	<u>A. Baudin</u>	
Pri Uthayakumar	<u>[Signature]</u>	<u>[Signature]</u>	
		<u>[Signature]</u>	
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