



# **COLLECTIVE AGREEMENT**

**Between**

**VICTORIAN ORDER OF NURSES  
PETERBOROUGH, VICTORIA AND HALIBURTON BRANCH  
(hereinafter referred to as the “Employer”)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT’S LOCAL 4419  
(hereinafter referred to as the “Union”)**

**Expiry: March 31, 2025**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the employer and the Union. It provides means for settlement of grievances and for the final settlement of disputes. Salaries, hours of work and all other conditions of employment are established by mutual agreement. It is recognized that employees wish to work co-operatively with the employer to provide the best possible community health services.

**THEREFORE**, the parties agree as follows:

## **ARTICLE 2 - RECOGNITION AND REPRESENTATION**

- 2.01 The employer recognizes the Canadian Union of Public Employees and its Local 4419 as the sole and exclusive collective bargaining agent for all of its employees of the Victorian Order of Nurses for Canada, Ontario Branch, Peterborough, Victoria, Haliburton site, save and except Executive Assistant, Managers, Supervisors, Coordinators, those above the rank of Supervisor or Coordinator and those professions regulated under the Regulated Health Professions Act.

*Clarity note: Supervisor means persons exercising managerial functions in accordance with sections 1(3)(b) of the Act.*

2.02 Work of the Bargaining Unit

The employer shall not assign work normally performed by members of the bargaining unit to persons outside the bargaining unit, to the point where it directly results in the termination or layoff of a bargaining unit member.

2.03 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the employer or their representative which may conflict with the terms of this collective agreement.

2.04 Right of Fair Representation

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public employees or any other advisors when dealing with the employer.

2.05 Union Officers and Committee Members

- a) The Union acknowledges that stewards have their regular duties to perform on behalf of the employer and, accordingly, it is agreed that the privilege of stewards to leave their work to attend to union business is only granted subject to the following conditions:

- (a) such business must be between the Union and management as specifically provided for under the terms of this Agreement;
- (b) the steward concerned shall obtain the permission of their supervisor before leaving their work; such permission shall not be unreasonably withheld provided that the steward is not absent from work for an unreasonable amount of time unless on union leave of absence.

Upon completion of their business, the steward will report to their supervisor and then return to their regular duties.

b) Negotiating Committee

The employer agrees that the Union can appoint three (3) members to represent employees in negotiations. Such members shall not suffer any loss of regular pay for meetings in negotiations, up to and including conciliation.

c) Labour/Management Committee

The employer and the Union shall each name up to two (2) representatives to the Committee which shall meet at least once every third month per calendar year at times mutually agreeable by the parties. The purpose of the meetings will be to discuss matters of mutual interest and concern to the parties, but not matters that are the proper subject for grievance.

d) Health and Safety

The parties agree to comply with the OH & S Act of Ontario.

- e) The employer will recognize the use of up to two (2) stewards, one of whom shall be identified as the Chief Steward, for the purposes of processing a grievance.

- f) The Union will inform the employer in writing of the names of the stewards appointed by the Union and any subsequent changes in the names of any steward or stewards. The employer shall not be required to recognize any steward until such notification has been received.

- g) The employer agrees that a Union Representative shall be allowed a reasonable period, not to exceed thirty (30) minutes during regular working hours to interview newly hired employees during their general orientation. During such interview, membership forms may be provided to the employee. These interviews shall be scheduled in advance by the employer and may be arranged collectively or individually.

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

- 3.01 Except as specifically limited by the expressed provisions of this agreement, the employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business. Without restricting the generality of the foregoing, the sole and exclusive rights of management include, but are not limited to, the right to;
- a) maintain order and efficiency;
  - b) hire, assign work, demote, classify, transfer, lay-off, suspend or retire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - c) make, alter and enforce, from time to time, rules and regulations governing its employees;
  - d) generally to manage the business in which the employer is engaged and without restricting the generality of the foregoing to determine the nature and kind of business conducted by the employer, the services provided and the quality thereof, the kinds and locations of facilities, equipment and materials to be used; means of transport while on duty; areas in which any employee works; the control of material; change, combine or abolish job classification, the number of shifts, the qualifications of an employee to perform any particular job, the methods and techniques of work; the content of jobs; the number of employees to be employed; the schedules and hours of work and the direction of the workforce; the extension, curtailment or cessation of operations for any part thereof, and;
  - e) require medical examinations where issues of medical fitness to perform the work arise or with respect to absences from work for medical leave or when requests for accommodation for disability arise.

### **ARTICLE 4 - HUMAN RIGHTS**

#### **4.01 Employer will not Discriminate**

The parties agree that there will be no discrimination by either party or by any of the employees covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, religious affiliation or handicap. The parties agree that sexual harassment by any person employed by the employer will not be tolerated in the workplace. Sexual harassment shall have the same meaning as under the Human Rights Code.

The employer and the union agree that no employee shall in any manner be discriminated against on account of membership or non-membership in any labor organization or by reason of any activity in any labor organization.

Neither the union, nor any of its members, will engage in union activities during working hours or hold meetings at any time on the premises of the employer without the expressed written permission of the employer.

## **ARTICLE 5 - UNION SECURITY AND CHECK-OFF DUES**

### 5.01 Union Membership

The employer shall deduct from the total pay of every employee to which this agreement applies any regular dues levied by the union on its members. In the case of newly hired employees, such deductions shall commence in the pay period following their date of hire. There will be no deduction from a part time or casual employee in a month in which an employee does not work. The union shall notify the employer, in writing, of any change in the amount of such deductions at least 45 days prior to the effective date of such change.

Deductions shall be forwarded in one cheque to The National Secretary-Treasurer of the union not later than the end of the month following the month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the employer to the Secretary Treasurer of CUPE Local 4419.

In consideration of the deducting and forwarding of union dues by the employer, the union agrees to indemnify and save harmless the employer against any claims or liabilities arising or resulting from the operation of this article.

The employer shall list the amount of union dues deducted from each employee on the employee's annual T-4 slip.

## **ARTICLE 6 - CORRESPONDENCE**

6.01 All correspondence from the employer to the Union arising out of the Agreement shall be forwarded to the Secretary of the Union. The Union shall inform the employer in writing of the name and address of the Secretary of the Union and any changes as they occur.

## **ARTICLE 7 - GRIEVANCE COMMITTEE**

### 7.01 Progressive Discipline

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme cases, disciplinary measures should include a documented record of counselling, warnings (written or oral) and/or suspensions.

7.02 A grievance is a written complaint by a party hereto relating to the application, interpretation, administration, or alleged violation of this Collective Agreement.

### 7.03 Grievance Procedure

#### Step 1

It is understood that an employee has no grievance until they first discuss their complaint with their immediate supervisor and offered them an opportunity to resolve the complaint. This complaint shall be reduced to writing. The discussion between the employee and the immediate supervisor shall take place within seven (7) calendar days after the circumstances giving rise to the complaint have occurred or ought reasonably to have become known to the employee. The supervisor shall respond within seven (7) calendar days.

#### Step 2

Failing satisfactory settlement at Step One, the employee shall submit a written grievance signed by them to their supervisor and the Executive Director, or their designate. The nature of the grievance, the remedy sought and the sections of the agreement alleged to have been violated shall be set out in the grievance form. The Executive Director or their designate shall meet with the grievor and their Steward and President or their designate to review the grievance within seven (7) calendar days following receipt of this grievance. The Executive Director or their designate will deliver their response to the grievor with a copy to the Union within seven (7) calendar days from the day on which the grievance meeting was convened.

#### Step 3

Failing a satisfactory settlement being reached at Step 2, either party may refer the dispute to arbitration within twenty-one (21) calendar days of the Step 3 reply.

### 7.04 Policy Grievance

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

### 7.05 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

## **ARTICLE 8 - ARBITRATION**

8.01 Where a difference arises between the employer and the Union concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated and the grievance has not been resolved in the Grievance Procedure, provided all steps of the Grievance Procedure have been followed, either of the parties may notify the other party in writing of its desire to submit the grievance to arbitration. Such notice must be given in writing to the other party within twenty-one (21) calendar days after the written decision is

rendered in Step No. 2 of the Grievance Procedure. If notification is not submitted within such time limit, the grievance shall be considered as abandoned and closed and an arbitrator shall have no jurisdiction to entertain same.

- 8.02 An arbitrator shall be selected within twenty-one (21) days of receipt of the notice of arbitrate. Every attempt shall be made to select such arbitrator by mutual agreement between the employer and the Union. If agreement cannot be reached within the above time limit, the grieving party must then request the Minister of Labour for the Province of Ontario to appoint an arbitrator and shall do so within twenty-one (21) days after the expiry of the time limit to reach agreement on the selection of an arbitrator.
- 8.03 The arbitrator, once appointed, shall meet and hear the evidence and representations of both parties as soon as possible and shall render a decision promptly. The decision of the arbitrator upon the matter submitted shall be final, conclusive and binding upon the parties hereto, provided the arbitrator shall have no authority to alter or amend in any way the provisions of this Agreement; to substitute any new provisions in lieu thereof, to give any decision inconsistent with or contrary to the terms and conditions of this Agreement; to modify, add to, or delete from any provision of this Agreement; or to consider any matter not covered by a provision of this Agreement.
- 8.04 The costs and expenses of the arbitrator shall be borne equally by the parties.
- 8.05 The time limits in Articles 7 and 8 of this Agreement are mandatory, but may be extended by mutual agreement in writing. For the purposes of Articles 7 and 8 of this Agreement, the term working days will exclude Saturdays, Sundays and Holidays. Any grievance not filed or not appealed from one step of the Grievance Procedure to the next, within the agreed upon time limits, or not taken to arbitration within the specified time limits set forth in this Article 8, shall be deemed to be abandoned.
- 8.06 No matter may be submitted to arbitration which has not been properly carried through all steps of the Grievance Procedure and within the time limits specified or any agreed upon extension thereof.
- 8.07 Grievance Mediation  
After a matter has been referred to arbitration, either party may make a written request to refer a grievance to mediation.
- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within fourteen (14) calendar days after the Employer's decision has been rendered at the step prior to arbitration.

- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.
- (i) The union and Employer will share the cost of a Mediator, if any.

## **ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **9.01 Discharge and Discipline Procedure**

An employee may be dismissed, or disciplined, but only for just cause.

### **9.02 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such cases. Such cases shall be filed within ten (10) calendar days of the suspension or discharge.

### **9.03 Right to Have Steward Present**

An employee shall the right to have a steward present at any formal disciplinary meeting. (ie, verbal warning, written warning, suspension & dismissal).

### **9.04 Personnel Records**

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following receipt of such letter, suspension or other sanction provided that the employee's record has been

discipline free for the immediately preceding twelve (12) months during which they have worked.

## **ARTICLE 10 - SENIORITY**

### 10.01 Seniority Defined

#### a) Full-Time Employees

Seniority is defined as the length of service in the bargaining unit.

#### b) Part-Time Employees

Seniority is defined as the length of service in the bargaining unit. The seniority of part-time employees shall accumulate at the rate of seventeen hundred and twenty-five (1725) hours shall equal one (1) year of seniority and service. A part-time employee shall not accumulate more than 1725 hours in one year.

#### c) Casual Employees

Casual employees are not covered by the seniority provisions contained in this article; except that the hours that a casual employee works shall only be considered as seniority for job postings and advancement on the wage grid.

#### d) Should a full-time employee transfer to a part-time position, or vice-versa, they shall take all of their seniority with them based on the formula stated above.

### 10.02 Seniority List

The employer shall maintain a seniority list with the full time and part time employees identified separately, showing the current classification and accumulated seniority. An up to date seniority list shall be posted and sent to the union on February 15<sup>th</sup> (current as at December 31<sup>st</sup>) and August 15<sup>th</sup> (current as at June 30<sup>th</sup>). The employer will also issue a seniority list prior to a layoff.

### 10.03 Probation for Newly Hired

A newly hired employee shall be on probation for 450 working hours or six (6) months, whichever occurs first. A casual employee shall be on probation for four hundred and fifty (450) hours or nine (9) months whichever comes first. A probationary employee may be terminated based on a standard of less than just cause.

With the written consent of the employer, the probationary employee and the Union President or their designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

10.04 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

10.05 Accumulation of Seniority

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

- (a) when on leave of absence with pay;
- (b) when on approved leave of absence without pay, not exceeding thirty(30) continuous calendar days;
- (c) when in receipt of paid sick leave and/or LTD benefits for the first twenty-four (24) months while in receipt of LTD benefits;
- (d) when in receipt of Worker's Compensation benefits for an injury sustained while in the employ of the employer;
- (e) when on pregnancy or parental leave in accordance with the Employment Standards Act.

10.06 Loss Of Seniority

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

- (a) Resigns;
- (b) Utilizes a leave of absence for a purpose(s) other than that for which is was granted;
- (c) Fails to report to work upon the expiration of a leave of absence, vacation or suspension, except under circumstance beyond the employees control;
- (d) Fails upon being notified of a recall to signify their intention of returning to work within five (5) working days of the notice of recall posted by registered mail to the last known address on file with the employer and fails to report to work within five (5) working days after they have received a notice of recall or such further period of time as may be agreed upon by the parties except in circumstances beyond the employees control;
- (e) Retires;
- (f) After twenty-four (24) months on layoff.
- (g) Who is casual has not accepted work in six (6) months.

10.07 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions;

- (a) when on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) when on lay off of up to twenty-four (24) months;
- (c) when absent on account of accident or illness non-VON work-related and not in receipt of sick leave credits.

## **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

### 11.01 Job Postings

- a) In the event that the employer creates a new bargaining unit position, or there is a permanent vacancy in an existing bargaining unit position, then the employer shall post new position or vacancy for a period of seven (7) calendar days. Such notice will be posted on the CUPE bulletin board(s) in the various work sites, and the Employer will provide notice of such vacancies using the Employer's e-mail system.
- b) Where a temporary vacancy occurs that is expected to exceed three (3) month's calendar, the employer shall post such a temporary vacancy as per article 11.01 a), article 11.02, 11.03, and 11.04 shall then apply.
- c) The successful applicant shall be notified within a reasonable amount of time following the end of the posting period. They shall be given a trial period of thirty (30) working days, during which time they will receive orientation for the position if necessary. The Employer shall not curtail the trial period without just cause before it has run its full course. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position, they shall be returned to their former position, wage, or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority.

### 11.02 Information on Postings

Such notice shall contain the following information:

- a) Nature of the position
- b) Qualifications
- c) Required knowledge and education
- d) Skills

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

11.03 Role of Seniority in Promotions, Transfers and Staff Changes

In assessing applicants for vacancies or new positions, the following factors shall be considered;

- (a) skill, ability, experience and qualifications; and
- (b) seniority

When factors in (a) are relatively equal, (b) shall govern. The employer shall not administer this provision in an arbitrary fashion.

11.04 Notification to employee in Union

The employer shall post the name of the successful applicant to the posting within seven (7) calendar days of the decision.

11.05 Acting Pay

When an employee temporarily substitutes in and performs the duties of a higher graded position, they shall receive the rate of pay for the position for which they are relieving for the full period of the relief provided such relief is for 7.5 consecutive hours or more.

## **ARTICLE 12 - LAYOFFS AND RECALLS**

12.01 Layoff Procedure

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

In the event of a layoff the employee who is being laid off shall have the right to either:

- (i) accept the layoff; or
- (ii) displace a junior employee whose job they are immediately qualified and able to perform; or
- (iii) displace a junior employee whose job they could reasonably be expected to perform, based on the employer's assessment of their level of education and previous experience, within a three (3) week trial orientation period.

In the event that an employee requires the three (3) week trial orientation period, the employer shall determine at the end of the three (3) week trial orientation period whether the employee can perform the position at an acceptable level. If the employee is not, in the opinion of the employer, able to perform the work required, the employee will be placed on the recall list.

An employee who accepts the layoff shall be provided with time off without pay to attend interviews, subject to operational requirements. Such requests will not be unreasonably denied.

12.02 Recall Rights

Employees shall be recalled in order of seniority provided that the senior employee is qualified to perform the available work as established by the employer.

12.03 Restrictions on Outside Hiring

No new employee is to be hired until those on layoff have been given an opportunity to be recalled provided the employee on layoff has the ability to perform the available work as established by the employer. The employer, at its discretion, may temporarily fill positions for an interim period until such recall procedure is complete.

12.04 Notice of Layoff

The employer will provide the Union with no less than one (1) months notice in the event of a layoff. Individual employees shall receive notice of layoff as per the ESA, except that no employee shall receive less than four (4) weeks notice.

12.05 Grievance Procedure Concerning Layoffs and Recalls

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

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

13.01 The following provisions are intended to designate the normal hours of work as determined by the employer, and shall not be construed as a guarantee of hours of work to be performed on each tour or during each work schedule.

- (a) The regular hours of work for all full-time employees will be a thirty-seven and one half (37.5) week composed of seven and one half (7.5) hours per day exclusive of a one half (1/2) hour unpaid meal period and inclusive of two paid fifteen (15) minute rest periods. It is the responsibility of the employee to schedule their rest periods during their regular work hours. Extra hours or overtime will not be paid for missed breaks. The employer may allow an employee to combine the two rest periods with the one-half hour lunch so that an employee can have a one hour lunch.
- (b) A full-time employee is one who is employed to work on a full-time basis, who regularly works the standard full-time hours per week as defined by Article 13.01.
- (c) A part time employee is an employee who is regularly scheduled to work less than the normal hours of work of a full-time employee. No part time employee will become full time by virtue of being assigned additional hours, from time to time, as determined by the employer. Note: Employees who are temporarily assigned to Full-time positions will remain classified as "Part-time" employees for all purposes under this collective agreement, except for schedule.

- (d) The employer may require reasonable amounts of over-time from full time and/or part time employees.
- (e) The employer will advise an employee at least two (2) weeks in advance if there is a permanent change to their start time and/or regular days of work.
- (f) Full-time Adult Day Program and Assisted Living employees will work one (1) weekend in three (3), based on operational requirements, and receive two consecutive days off during the week before or following the weekend on which they work. Part-time employees will be scheduled to work two (2) weekends in four (4).
- (f) The work schedule will be posted four (4) weeks in advance. The employer will endeavour to minimize changes in the posted schedule, subject to operational needs.

13.02 A casual employee is an employee hired to work on an intermittent basis as required by the employer. There is no commitment for a casual employee to accept work and no requirement for the employer to offer work to the casual employee. A casual employee shall be covered under the terms and conditions of the collective agreement as if they are a part time employee, excluding Articles 10, 12 and 13; except that the hours that a casual employee works shall only be considered as seniority for job postings and advancement on the wage grid.

13.03 Reporting Pay

An employee who reports for work according to a normal shift as assigned on the posted work schedule shall receive a minimum of four (4) hours pay, or payment for the duration of the scheduled shift, whichever is less, at their regular straight time hourly rate of pay. The employer shall not schedule shifts of less than three (3) hours. It is understood, however, that the three (3) hours may be spread over a seven and one half (7.5) hour period by mutual agreement.

- 13.04
- (a) An employee shall not be scheduled to work both Christmas and New Year's unless otherwise mutually agreed between the employee and the employer.
  - (b) A part-time employee who works Christmas time shall be scheduled to be off New Year's and vice versa.
  - (c) Christmas time shall include Christmas Eve Day at 1800 hours, Christmas Day and Boxing Day.
  - (d) New Year's time shall include New Year's Eve Day at 1800 hours and New Year's Day.
  - (e) Christmas/New Year's scheduling will be done on a rotational basis from year to year.

13.05 On Call Provisions

Part time employees shall be called in to work prior to any casual being called in. Except for the Adult Day Program, call-ins shall be based on a seniority rotation basis, meaning that based on seniority a member is called and has the option to accept or decline. If declined or the Employer is unable to reach the employee, the Employer continues down the list of employee's until the call is accepted. The next call-in shall then commence with the employee following the employee that accepted the call-in (based on seniority and qualified to do the job).

Call-ins for the Adult Day Program and Assisted Living shall follow the same process as listed above, except shall be based on the present geographic specific call-in list.

13.06 Cancellation of Shift(s)

If an employee has their shift cancelled by the employer, the employee shall be notified by 5 p.m. of the day previous. If such notice is not given, the employee will receive four (4) hours pay at straight time or payment for the duration of the scheduled shift, whichever is less. The employer shall not schedule shifts of less than three (3) hours.

## **ARTICLE 14 - OVERTIME AND PREMIUM PAY**

14.01 All time worked in excess of a forty-four (44) hour work week shall be considered as overtime, subject to the following conditions:

- (a) The employee is pre-authorized by their Supervisor to work overtime.
- (b) Each year prior to January 1, an employee shall indicate in writing to the employer whether they want overtime pay or compensatory time off for any overtime worked. It is understood that the maximum number of hours to be banked in any year as compensatory time off is 75 hours.

Any hours worked in excess of 37.5, but not more than 44 hours shall receive compensating time off as time for time. Compensation time off is time for time. Any and all hours worked in excess of 44 hours they shall receive one and one half times pay or one and one half times off.

It is also understood Part-time employees shall receive straight time for all hours worked in excess of 37.5 up to 44 hours and time and one half for all hours worked in excess of 44 hours.

14.02 There shall be no carry forward of compensatory time off from one calendar year to the next. Any compensatory time off requested but not granted shall be paid out within two (2) pay periods following December 31. The scheduling of compensatory time shall be by mutual agreement and requests shall not be unreasonably denied.

14.03 Weekend Premium

Where an employee is assigned to work on a weekend, they shall be paid a premium of seventy-five cents (\$0.75) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday. The weekend premium is not to be payable for hours for which the employee is being paid a premium rate nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this collective agreement.

Effective the beginning of the first full pay period following the date of ratification, the weekend premium will be increased to one dollar (\$1.00) per hour.

14.04 Shift Premium

Where an employee is assigned to work on the evening or night tours, they shall be paid a premium of sixty cents (\$0.60) per hour for all hours worked where fifty percent (50%) or more of the hours worked fall between 1800 hours and 0800 hours. The shift premium is not to be payable for hours for which the employee is being paid a premium rate nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this collective agreement.

Effective the beginning of the first full pay period following the date of ratification, the weekend premium will be increased to seventy-five (\$0.75) per hour.

## **ARTICLE 15 - PAID HOLIDAYS**

15.01 The employer recognizes the following as paid holidays for full-time employees:

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

In addition to the above listed designated holidays, each full-time employee will receive one (1) float holiday after completion of twelve (12) months of service. This day will be scheduled by mutual agreement between the employee and the Employer. Premium pay will not be paid for working on a floater day. *Seniority will govern requests for float days.*

Any other day declared or proclaimed as a holiday by the Federal or Provincial Government shall replace a Float Day. Seniority will govern requests for Float Days.

In order to be entitled to holiday pay an employee must fulfill all the requirements set forth in the ESA if applicable.

- 15.02 When any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, the employer may open or close depending on what the CCAC does with respect to the day, unless otherwise agreed.
- 15.03 A full time employee who qualifies for holiday pay and who works on a designated holiday shall be paid at the rate of time and one half plus receive another day off with pay in lieu of holiday pay. Such lieu day shall be scheduled to be taken off within one month after the holiday unless otherwise approved by the employer. An employee who does not qualify for holiday pay and who works on a designated holiday shall be paid at the rate of time and one half.
- 15.04 When any of the above-noted paid holidays fall on a full time employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time designated by the employer.
- 15.05 Where an employee is entitled to a lieu day, they shall be permitted to take such time off at a time which is mutually agreeable to the employer and the employee.

## **ARTICLE 16 - VACATIONS**

- 16.01 The employer agrees to calculate vacation for full-time staff as follows:
- (a) less than one year of service, 2 weeks or 10 days: these vacation credits accrue at 0.8 days per month;
  - (b) after one year of service, 3 weeks or 15 days: these vacation credits accrue at 1.3 days per month;
  - (c) after three years of service, 4 weeks or 20 days: these vacation credits accrue at 1.7 days per month;
  - (d) after fifteen years of service, 5 weeks or 25 days: these vacation credits accrue at 2.1 days per month;
  - (e) after twenty-five years of service, 6 weeks or 30 days: these vacation credits accrue at 2.5 days per month.

Vacation entitlement will be based on the anniversary date of hire or adjusted start date (if applicable).

- 16.02 Permanent part-time staff shall be entitled to pro-rated vacation, equivalent to full-time staff, based on normal scheduled hours. The employer agrees to calculate vacation for part time staff as follows:
- (a) 0 hrs to 1725 hrs @ 4%
  - (b) 1726 hrs to 5175 hrs @ 6%
  - (c) 5176 hrs to 25,875 hrs @ 8%
  - (d) 25,876 hrs to 43,125 hrs @ 10%

- (e) 43,126 + hrs @ 12%

The increase will take effect the next payroll after the vacation level has been achieved.

16.03 Vacation pay for part time and casual staff shall be made on each pay.

16.04 Vacation Scheduling

- (a) In the case of conflicting vacation requests, seniority shall govern.
- (b) No employee will be allowed to carry forward vacation except under extenuating circumstances approved at the discretion of the employer.
- (c) Employees must submit vacation requests for the period April 1 – September 30 by February 1 and employer will respond to the request by March 1<sup>st</sup>.
- (d) Employees must submit vacation requests for the period October 1 – March 31 by August 1 and employer will respond to the request by September 1<sup>st</sup>.
- (e) Vacation requests submitted after deadline will be granted by availability.

## **ARTICLE 17 - SICK LEAVE PROVISIONS**

17.01 Full time employees will accumulate sick leave on the basis of one and one half (1½) working days for each month of service up to a maximum of one hundred and twenty (120) days.

- a) VON Peterborough, Victoria, Haliburton Site will notify employees of the balance of their sick credits in the Bank upon request.

17.02 The employee is responsible for notifying their immediate Supervisor of any absence due to illness.

17.03 Where a full-time employee is absent from work due to legitimate personal illness, they shall not lose their regular straight time earnings from their regularly scheduled hours to the extent of their credits in the Sick Credit Accumulation Bank.

17.04 If a physician's certificate is requested, the employer shall pay any fee for such certificate which is not payable by the employee's health insurance plan.

17.05 An employee whose status changes from fulltime to part-time as a result of a layoff, will have sick leave credits returned if they accept a recall or is successful in a job posting and reverts back to fulltime status within two (2) years of lay off.

17.06 Where employees are unable to schedule medical and dental appointments outside working hours, time off from regularly scheduled working hours may be

granted for personal appointments at the discretion of the Executive Director or Designate and will be charged against the employee's sick leave accumulation credits in one (1) hour blocks to a maximum of fifteen (15) hours per calendar year. Such leave will not be unreasonably withheld.

#### 17.07 Family Related Leave

- (a) Employees may use up to five (5) days of accumulated sick leave credits per fiscal year to attend to family related matters. Family related leave may be granted for a variety of reasons including, but not limited to:
- caring for ill family members;
  - assisting dependant family members in attending at medical and dental appointments;
  - emergency child care (e.g. school snow days, unavailability of regular day care services, etc.) and
  - special family functions.
- (b) Family related leave may also be used to extend bereavement leave or to provide bereavement leave in circumstances where Article 18.07 - Bereavement Leave - would not apply. However, family related leave may not be combined with vacation leave or paid holidays in order to extend these leaves.
- (c) If an employee does not utilize any or all of the five (5) family related leave days in a fiscal year, such days will not accumulate or be carried forward into the next fiscal year, but rather will remain as accrued sick leave.
- (d) When requesting family related leave, a minimum of 5 days notice is normally required. In an emergency or urgent situation leave may be granted with a lesser period of notice.

#### 17.08 Modified Work

- (a) The employer will notify the Local Union of the names of all employees off work due to work related injury (whether or not the employees are in receipt of WSIB Benefits) and those on LTD by the 15<sup>th</sup> of each month.
- (b) A modified work program may be made available for employees returning from illness or injury compensable under the Workplace Safety and Insurance Act, 1997 or LTD.
- (c) The employer will notify the Local Union of the name of any employee returning to work on a modified/light/alternate work program.
- (d) Prior to any employee returning to work on a modified/light/alternate work program the employer will notify and meet with a staff representative of the Local Union to negotiate a back-to-work program for the employee. The

unavailability of a staff representative of the Local shall not delay such meeting.

- (e) The employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board, Form 7, at the same time it is sent to the Board, and the employee will provide a copy of Form 6.

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

### 18.01 Personal Leave

Leave of absence without pay may be granted at the discretion of the employer for educational or personal reasons. Except in unusual circumstances a leave of absence other than for educational purposes will not be granted until one (1) year's continuous service has been completed.

- 18.02 All leaves of absence without pay of more than thirty (30) calendar days shall be without accumulation of seniority, vacation, sick leave, or any benefits under this agreement. If an employee wishes to remain in the group health insurance plan during their leave they may do so by prepaying full premiums to avoid the transfer out and in, subject to the approval of the carrier.

### 18.03 Leave for Union Business

- a) Subject to operational requirements, leave of absence with pay to attend union convention(s) and/or education will be granted on the following conditions:
  - i) Requests for such leave shall be made in writing by the employee to the immediate Supervisor giving as much notice as possible. The Employer shall indicate in writing whether or not the request has been approved;
  - ii) Not more than two (2) employees at one time will be allowed such leave;
  - iii) Such leave shall not exceed more than twenty (20) cumulative days per fiscal year for the entire bargaining unit;
  - iv) During such leave of absence, the union agrees to reimburse the employer in the amount of the full cost of such salary and applicable benefits (if any);
  - v) It is understood that the above mentioned twenty (20) days shall not be used for time spent on:
    - a) Grievances up to and including mediation
    - b) Negotiations up to and including conciliation
    - c) Or as otherwise provided in the collective agreement

- vi) Time spent on these meetings shall be considered as time worked and such members involved shall not suffer any loss of any rights, privileges, benefits and/or wages.

- 18.04 (a) Employees may be granted leave(s) of absence with or without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the employee's professional development especially as it relates to their responsibilities. Selection shall be made in an equitable basis from employee's who make application to attend. Such leave is granted at the discretion of the employer.
- (b) (i) When an employee is required by VON to attend any in-service program outside their regularly scheduled working hours, they shall be paid for time spent in attendance at such a program at their regular straight time hourly rate of pay.
- (ii) Employees involved in the organizing, preparing and presenting of in-service programs at the Branch, and outside the Branch on behalf of the employer, shall be paid for all such hours involved, at their regular rate of pay as submitted by the employee.
- (iii) When an employee on duty and required by VON to attend any in-service program, during their regularly scheduled working hours, they shall suffer no loss of regular pay. When an employee is required by VON to attend courses outside their regularly scheduled working hours they shall be paid for all time spent in attendance at such courses at their regular straight time hourly rate of pay.

18.05 Jury/Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the employer, the employee will not suffer loss of regular pay from their regular scheduled hours. The employee will promptly notify the employer upon notification that they will be required to attend, repay the amount (other than expenses) paid to them for such service or attendance to the employer and present proof of service requiring their attendance.

18.06 Pregnancy/Parental Leave

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

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- (b) The employee shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such

leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.

- (c) The employee has the right to return to their former position, if it still exists, or to a comparable position, if it does not.
- (d) An employee shall be permitted to commence her pregnancy leave no earlier than the earlier of the day that is seventeen (17) weeks before her due date of the day on which she gives birth.
- (e) Pregnancy leave ends seventeen (17) weeks after the pregnancy leave began.
- (f) Each employee/parent who has worked for the same employer for thirteen (13) weeks shall be granted thirty-five (35) weeks of unpaid parental leave. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave. All other parents must begin this leave not later than fifty-two (52) weeks after the child is born or comes into care.
- (g) Parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began otherwise.
- (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 and who intends to treat the child as their own.
- (i) An employee shall have the right to a personal leave of absence without pay to commence immediately following a parental/pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve (12) continuous months per pregnancy/adoption.
- (j) An employee shall continue to accumulate seniority service rights and shall continue to participate in the pension plan and group benefits plan unless they elects in writing not to do so.

#### 18.07 Bereavement Leave

Following a death in the employee's immediate family, they shall be granted up to five (5) days off.

A member of their immediate family shall mean: brother, sister, spouse, child, mother, father, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, same sex partner, legal guardian, fiancée.

The employee shall receive their regular pay for each scheduled day of work missed to a maximum of five (5) days within the period which extends from the date of the death up to and including the day following interment, or five (5) calendar days following the death, whichever is greater.

An employee may be granted one (1) day bereavement leave with pay to attend the funeral of their aunt or uncle, niece or nephew.

## **ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES**

- 19.01 The salary rates in effect during the term of this Agreement shall be those set forth in Schedule A attached to and forming part of this Agreement.
- 19.02 All employees will receive a mileage rate of forty-seven (\$0.47) cents per kilometer for each kilometer driven on VON business.  
Effective the beginning of the first full pay period following the date of ratification the mileage rate set out above will reflect the VON corporate rate per kilometer.
- 19.03 An employee assigned, promoted or reclassified to a higher paying position shall receive the next highest rate on the wage grid. The date on which the employee was assigned, promoted or reclassified shall become the new anniversary date for the purposes of the wage grid.
- 19.04 No employee will be assigned to a position outside of the bargaining unit without their consent. An employee who is permanently transferred outside the bargaining unit to another position with the employer shall maintain the right to return to the bargaining unit for the duration of the probationary period. An employee who is temporarily transferred outside of the bargaining unit to another position with the employer shall maintain but not accrue seniority during such temporary transfer. Normally such temporary transfer shall be for a maximum period of 12 months unless mutually agreed between the employer and the Union for a longer duration.
- 19.05 When an employee is unilaterally temporarily assigned by the employer to a position paying a lower rate, their rate shall not be reduced.
- 19.06 On Call Provisions  
On Call assignments shall be shared amongst team members on an equitable basis. An employee shall be paid two dollars and ten cents \$2.10 for each hour they are assigned to on-call.

## **ARTICLE 20 - TECHNOLOGICAL CHANGES**

- 20.01 The employer agrees to notify the Union in advance, as far as practicable, of any technological changes which the employer has decided to introduce which will change the status of employees within the bargaining unit.

## **ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION**

- 21.01 It is understood that it is the Employer's sole right and responsibility to alter duties and create job descriptions. The Employer shall provide to the Union and each effected employee a copy of the relevant job descriptions for classifications within the bargaining unit.

21.02 New Classifications:

Where the VON establishes a new classification within the bargaining unit, it shall advise the Union of the classification and the rate of pay thirty (30) calendar days in advance of the effective date. If requested, the VON agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay for the classification.

Such request for a meeting shall not delay the implementation of the new classification and the meeting shall be made within fourteen (14) calendar days of the notification from VON. Where the rate is challenged by the Union and the matter is not resolved within thirty (30) calendar days of the Employer's notification, it shall be referred to arbitration within the time limits set out in this agreement.

21.03 Reclassifications:

If the Union feels an existing classification is substantially changed to the point where a new wage rate is justified or that a new classification belongs in the bargaining unit, then, if requested, the VON agrees to meet with the Union to give its representation as to why the Union feels such new rate or classification in the bargaining unit is justified. Any changes in rate(s) shall be effective on a date mutually agreeable to both parties. If not resolved, then the Union may proceed to grievance/arbitration.

## **ARTICLE 22 - BENEFIT PLANS**

22.01 The Employer provides and maintains a registered pension plan. Enrollment, participation and contributions by the employees and the employer will be in accordance with the terms and conditions of that Plan.

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

(b) Part time employees may participate in the Pension Plan in accordance with its terms and conditions.

22.02 During the term of this agreement, current benefits apply. The employer shall contribute towards the premium coverage of participating eligible employees in the active employ of the employer under the insurance plans set out below, subject to their respective terms and conditions including any enrollment requirements:

(a) OHIP

One hundred percent (100%) of the billed premium towards the coverage of eligible employees in the active employ of the Employer under the Ontario Health Insurance Plan through the employer Health Tax.

(b) Life Insurance

i) One hundred percent (100%) of the billed premium of a group life insurance plan available to eligible employees as provided under the VON National Group Insurance Plan. The coverage will amount to two (2) times the employee's annual salary and will include Accidental Death and Dismemberment coverage.

(c) An employee may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the plan.

(d) Extended Health

Fifty percent (50%) of the billed premium towards coverage of eligible employees in the active employ for the Extended Health Care Benefits as provided under the VON National Group Insurance Plan, provided that the balance of the premium is paid by each employee through payroll deductions.

(e) Dental Plan

Fifty percent (50%) of the billed premium towards coverage of eligible employees in the active employ of the VON for the Dental benefits as provided under the VON National Group Insurance Plan, provided that the balance of the premium is paid by each employee through payroll deductions.

(f) Long-term Disability

Full time employees have access to the National Long-term Disability Plan, subject to its terms and conditions on the basis of one hundred percent (100%) employee paid premiums.

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

22.04 The employer shall provide each employee with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the employer will make the plans available to the Union for inspection an employee on an approved sick paid leave of absence or in receipt of Workplace Safety & Insurance Board benefits may continue to pay for benefits and the Employer will pay its share of the benefit premiums provided the employee pays their share of premiums, if any.

Where the plans allow, employees who are on layoff may continue to participate in the benefit plans set out in this Article at their request, provided that they make arrangements for payment of the full premium cost. Such entitlement shall not exceed a period of six (6) months.

- 22.05 In lieu of benefits set out above, part-time and casual employees shall receive an amount of six and one half (6.5) percent of their regular straight time hourly rate. It is understood and agreed that stat pay, pension, sick leave and insurance benefit plans are included. Such amount shall not be included in the base used for the purposes of calculating any premiums.
- Effective April 1, 2015 the percentage in lieu of benefits set out above will be increased to seven (7) percent.
- 22.06 Part-time employees who meet the Plan's eligibility requirements may participate in the VON Canada National Benefit Plans.

### **ARTICLE 23 - GENERAL CONDITIONS**

- 23.01 The employer shall provide a bulletin board which may be used by the Union for posting notices of Union meetings, Union appointments, the results of Union elections and similar matters of interest to Union members provided the information does not contain anything that is adverse to the interests of the employer. The employer shall have the right to remove the posting of any information that it deems to be adverse to its interest.
- 23.02 A copy of this Agreement in a mutually agreed to form will be issued to each employee currently employed and all new employees. The cost of printing this Agreement shall be shared equally between the Union and the employer. Sufficient copies of this Agreement shall be distributed within thirty (30) days of signing.
- 23.03 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.
- 23.04 The employer will not eliminate a full time position solely for the purpose of creating part time positions, where there is a sufficient workload to maintain the full time position.
- 23.05 Inclement Weather
- In circumstances of inclement weather conditions, which prohibit safe driving, staff who would otherwise have been at work, shall be entitled to payment for time lost from work. Payment shall be made at the employee's normal rate of pay and employees shall not normally receive payment in excess of ten (10) hours per fiscal year.
- Payment to employees for time lost from work, due to inclement weather in excess of ten (10) hours per year, shall be at the discretion of and authorized by the Executive Director or designate.

**ARTICLE 24 - NO STRIKE, LOCKOUT**

24.01 The Union agrees that there will be no strikes and the employer agrees that there will be no lock-outs so long as this agreement continues to operate. The meaning of the words "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

**ARTICLE 25 - TERM OF AGREEMENT**

25.01 This Agreement shall continue in effect from April 1, 2021 until March 31, 2025 and shall remain in effect as per the *Labour Relations Act* unless either party gives the other party notice of termination or desire to amend the agreement.

DATED THIS 8 DAY OF August, 2025.

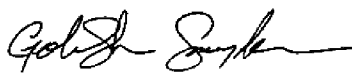
**FOR THE EMPLOYER**

Jeffrey Wood  
Jeffrey Wood (Aug 22, 2025 10:59:23 EDT)

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**FOR THE UNION**

Janice Durrant  
Janice Durrant (Aug 20, 2025 21:23:30 EDT)

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Tonya Caloy  
Tonya Caloy (Aug 21, 2025 20:24:38 EDT)  
  
  
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KG/COPE491

**LETTER OF UNDERSTANDING**

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 4419**

And

**VICTORIAN ORDER OF NURSES,  
Peterborough, Victoria & Haliburton Branch**

**RE: FOUR FIFTHS POSITIONS:**

The employer will not unreasonably withhold approval of requests for four-fifths positions. A person occupying a four-fifth position is still considered a full-time employee for the purposes of this Agreement.

**DATED THIS 8 DAY OF August, 2025.**

**FOR THE EMPLOYER**

Jeffrey Wood

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**FOR THE UNION**

*Janice Durrant*

Janice Durrant (Aug 20, 2025 21:23:30 EDT)

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*Tonya Caloy*

Tonya Caloy (Aug 21, 2025 20:24:38 EDT)

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*Golda Singh*

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**LETTER OF UNDERSTANDING**

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 4419**

And

**VICTORIAN ORDER OF NURSES,  
Peterborough, Victoria & Haliburton Branch**

**RE: AMALGAMATION, RATIONALIZATION AND MERGER PROTECTION:**

The employer agrees to inform the union of Branch amalgamation. After such notification, the employer will meet with the union to discuss matters of mutual concern surrounding the amalgamation.

DATED THIS 8 DAY OF August, 2025.

**FOR THE EMPLOYER**

Jeffrey Wood  
Jeffrey Wood (Aug 22, 2025 10:59:23 EDT)

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**FOR THE UNION**

Janice Durrant  
Janice Durrant (Aug 20, 2025 21:23:30 EDT)

Tonya Caloy  
Tonya Caloy (Aug 21, 2025 20:26:38 EDT)

*Colin S. ...*

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**LETTER OF UNDERSTANDING**

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 4419**

And

**VICTORIAN ORDER OF NURSES,  
Peterborough, Victoria & Haliburton Branch**

**RE: LABOUR/MANAGEMENT COMMITTEE – SCHEDULING**

The parties agree that scheduling will be a standing agenda item at each Labour/Management Committee meeting for the duration of the Collective Agreement. The purpose shall be to promote and provide effective and meaningful communication of information and ideas, including but not limited to, service delivery requirements and staffing/scheduling needs.

The parties further agree to schedule a Labour/Management Committee meeting within ninety (90) days of ratification.

**DATED THIS 8 DAY OF August, 2025.**

**FOR THE EMPLOYER**

Jeffrey Wood  
Jeffrey Wood (Aug 22, 2025 10:59:23 EDT)  
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**FOR THE UNION**

Janice Durrant  
Janice Durrant (Aug 20, 2025 21:23:30 EDT)  
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Tonya Coley  
Tonya Coley (Aug 21, 2025 20:24:38 EDT)  
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Golda Soper  
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**LETTER OF UNDERSTANDING**

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 4419**

And

**VICTORIAN ORDER OF NURSES,  
Peterborough, Victoria & Haliburton Branch**

**RE: VACATION PAY**

Upon ratification, during the life of this collective agreement, while the Employer received additional funding from the Government, Community Care Access Centre (CCAC) or Local Health integrated Network (LHIN) which is specifically designated for the enhancement of wages. It will be considered as part of gross earnings for the purposes of calculating vacation pay.

**DATED THIS 8 DAY OF August, 2025.**

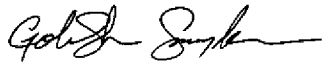
**FOR THE EMPLOYER**

Jeffrey Wood  
Jeffrey Wood (Aug 22, 2025 10:59:23 EDT)

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**FOR THE UNION**

Janice Durrant  
Janice Durrant (Aug 20, 2025 21:23:30 EDT)

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Tonya Coley  
Tonya Coley (Aug 21, 2025 20:24:38 EDT)  
  
  
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**SCHEDULE "A"****Effective April 1, 2021**

0.7% increase

<b>Effective April 1, 2021</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Admin Assistant							
Program Assistant	18.5389	19.0122	19.4855	19.9789	20.4522	20.9557	21.4189
Accounts payable clerk							
Accounts receivable clerk							
Billing clerk							
CSR	19.3243	19.7573	20.1501	20.5428	20.9657	21.3887	21.7915
IT Administrator	21.5901	22.1238	22.6374	23.1308	23.6444	24.1479	24.6312
Payroll Clerk							
Financial Clerk	22.9999	23.5034	24.0270	24.5205	25.0340	25.5677	26.0410
Recreation therapist	23.1610	23.7753	24.3996	24.9736	25.6080	26.2525	26.8366
Time verification clerk	18.5389	19.0122	19.4855	19.9789	20.4522	20.9557	21.4189

<b>Effective April 1, 2021</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Activationist							
PSW							
Respite Worker	15.4877	15.9005	16.2631	16.6659	16.9982	17.4010	17.7736
Secretary/receptionist	15.0547	15.4373	15.8200	16.2127	16.5551	16.9579	17.3103
Medical Secretary	19.44517	20.04937	20.65357	21.28798	21.92239		
Home Helper	14.37996						

**Effective April 1, 2022**

0.7% increase

<b>Effective April 1, 2022</b>							
	<b>Starting Rate</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>6 Years</b>
Admin Assistant	18.6686	19.1452	19.6218	20.1187	20.5953	21.1024	21.5688
Program Assistant							
Accounts payable clerk							
Accounts receivable clerk							
Billing clerk	19.4596	19.8956	20.2911	20.6866	21.1125	21.5384	21.9440
CSR							
IT Administrator							
Payroll Clerk	21.7412	22.2787	22.7958	23.2927	23.8099	24.3169	24.8036
Financial Clerk							
Recreation therapist	23.1609	23.6679	24.1952	24.6921	25.2093	25.7467	26.2233
Time verification clerk	23.3231	23.9417	24.5704	25.1484	25.7873	26.4363	27.0244
	18.6686	19.1452	19.6218	20.1187	20.5953	21.1024	21.5688

<b>Effective April 1, 2022</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Activationist	15.5961	16.0118	16.3769	16.7825	17.1171	17.5228	17.8980
PSW							
Respite Worker							
Secretary/receptionist	15.1600	15.5454	15.9307	16.3262	16.6710	17.0766	17.4315
Medical Secretary	19.581286	20.189716	20.798145	21.436996	22.075847		
Home Helper	15.210735						

**Effective April 1, 2023**

3% increase

<b>Effective April 1, 2023</b>							
	<b>Starting Rate</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>6 Years</b>
Admin Assistant	19.2287	19.7196	20.2105	20.7223	21.2132	21.7354	22.2159
Program Assistant							
Accounts payable clerk	20.0434	20.4925	20.8999	21.3072	21.7459	22.1846	22.6023
Accounts receivable clerk							
Billing clerk							
CSR							
IT Administrator	22.3934	22.9470	23.4797	23.9915	24.5242	25.0464	25.5477
Payroll Clerk	23.8557	24.3779	24.9211	25.4329	25.9655	26.5191	27.0100
Financial Clerk							
Recreation therapist	24.0228	24.6599	25.3075	25.9029	26.5609	27.2293	27.8351
Time verification clerk	19.2287	19.7196	20.2105	20.7223	21.2132	21.7354	22.2159

<b>Effective April 1, 2023</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Activationist	16.0640	16.4922	16.8682	17.2860	17.6307	18.0484	18.4349
PSW							
Respite Worker							
Secretary/receptionist	15.6148	16.0117	16.4086	16.8160	17.1711	17.5889	17.9544
Medical Secretary	20.1687	20.7954	21.4221	22.0801	22.7381		
Home Helper	16.076755						

**Effective April 1, 2024**  
3% increase

<b>Effective April 1, 2024</b>							
	<b>Starting Rate</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>6 Years</b>
Admin Assistant	19.8056	20.3112	20.8168	21.3440	21.8496	22.3875	22.8824
Program Assistant							
Accounts payable clerk	20.6447	21.1073	21.5268	21.9464	22.3983	22.8501	23.2804
Accounts receivable clerk							
Billing clerk							
CSR	20.6447	21.1073	21.5268	21.9464	22.3983	22.8501	23.2804
IT Administrator	23.0653	23.6354	24.1841	24.7112	25.2599	25.7978	26.3142
Payroll Clerk	24.5714	25.1093	25.6687	26.1958	26.7445	27.3147	27.8203
Financial Clerk							
Recreation therapist	24.7435	25.3997	26.0667	26.6800	27.3577	28.0462	28.6702
Time verification clerk	19.8056	20.3112	20.8168	21.3440	21.8496	22.3875	22.8824

<b>Effective April 1, 2024</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Activationist	16.5459	16.9870	17.3742	17.8046	18.1596	18.5899	18.9880
PSW							
Respite Worker	16.5459	16.9870	17.3742	17.8046	18.1596	18.5899	18.9880
Secretary/receptionist	16.0833	16.4921	16.9009	17.3205	17.6862	18.1165	18.4931
Medical Secretary	20.79	21.42	22.05	22.74	23.41		
Home Helper	17.557895						

<b>Effective May 12, 2024</b>							
Payroll Specialist	\$28.55	\$29.12	\$29.70	\$30.30	\$30.90	\$31.52	\$32.15

April 1, 2021 – 0.7%  
 April 1, 2022 – 0.7%  
 April 1, 2023 – 3%  
 April 1, 2024 – 3%

The Employer agrees to administer the Personal Support Worker (PSW) wage enhancement and its provincial directive for the duration of the Collective Agreement.

KG/COPE491