

COLLECTIVE AGREEMENT

BETWEEN

**THE DISTRICT MUNICIPALITY OF MUSKOKA
THE PINES CENTRE FOR SENIORS**
[Hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[Hereinafter referred to as the "Union"]

EXPIRY: MARCH 31, 2011

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Collective Agreement is to establish mutually satisfactory employment relations as set out herein between the Employer and the employees covered by this Agreement.
- 1.02 It is recognized that employees wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

ARTICLE 2 - RECOGNITION AND DEFINITIONS

- 2.01 (a) Full-time
- The Employer recognizes the Association as the sole bargaining agent of all registered and graduate nurses employed in a nursing capacity by the District Municipality of Muskoka at its Home for the Aged (The Pines) in Bracebridge, Ontario, save and except Assistant Director of Care, persons above the rank of Assistant Director of Care and persons regularly employed for more than twenty-four (24) hours per week
- (b) Part-time
- The Employer recognizes the Association as the sole bargaining agent of all registered and graduate nurses employed in a nursing capacity by the District Municipality of Muskoka at its Home for the Aged (The Pines) in Bracebridge, Ontario, save and except Assistant Director of Care, persons above the rank of Assistant Director of Care and persons regularly employed for not more than twenty-four (24) hours per week.
- 2.02 Work normally performed by members of this Bargaining Unit shall not be contracted out. Reassignment to other employees, with the exception of members of the part-time employees Bargaining Unit, of work normally performed by members of this Bargaining Unit shall not result in the termination, lay-off or reduction in hours of any member of this Bargaining Unit employed at the time of the reassignment.
- 2.03 A Registered Nurse is an employee who holds certification with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, as amended.
- 2.04 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 16.
- 2.05 A part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 16.
- 2.06 A casual part-time employee is an employee who does not work on a regular predetermined basis. A casual part-time employee will be governed by the provisions of the Employment Standards Act, and be entitled to vacation pay in accordance with Article 17.02.

Where a casual part-time employee, who is not on a approved leave, has been unavailable for work for a period of six months she will be deemed to have resigned from her position provided that:

- (a) the employer has notified her in writing that she is required to be available to work within the next thirty (30) days, and that;
- (b) the employee has failed to respond within the thirty (30) days or has responded that she will not be available to work.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her/his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her/his rights under the Collective Agreement.
- 3.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on the Employer's premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 3.03 The Union and the Employer agree that no discrimination of any kind will be practised or condoned against any employee for any ground prohibited by the Human Rights Code.
- 3.04 The Home and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Human Rights Code.

ARTICLE 4 - NO STRIKE, NO LOCK-OUT

- 4.01 The Union agrees there shall be no strike and the Employer agrees there shall be no lockout so long as this Agreement continues to operate. The terms "strike" and "lock-out" shall bear the meaning given to them in the Ontario Labour Relations Act.

ARTICLE 5 - UNION SECURITY

- 5.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.
- 5.02 Such dues shall be deducted monthly and in the case of newly employed employees, such deductions shall commence in the month following their date of hire.
- 5.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President of Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

- 5.04 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.
- 5.05 The amounts so deducted shall be remitted monthly to the Vice-President of Finance of the Union. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made including deletions and additions from the preceding month and their social insurance numbers.
- 5.06 The Employer agrees that an Officer of the Union or Union Representative shall be allowed a reasonable period during regular working hours to interview newly hired employees during their probationary period. During such interview, membership forms may be provided to the employee. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Employer.
- 5.07 The Employer will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 6 - COMMITTEES AND REPRESENTATIVES

- 6.01 (a) The Employer agrees to recognize a Grievance Committee consisting of two (2) Union Representatives selected by the Union. All Union Representatives shall be regular employees of the Employer during their term of office and shall have completed their probationary period.
- (b) The Union will inform the Employer in writing of the names of the Union Representatives and members of the Grievance Committee and of any subsequent changes in the names of any Union Representatives or members of the Grievance Committee. The Employer shall not be asked to recognize any Union Representatives or members of the Grievance Committee until such notification from the Union has been received.
- (c) It is agreed that Union Representatives and members of the Grievance Committee have their duties and responsibilities to perform for the Employer. If it is necessary that a Union Representative must leave her/his regular duties for a short period of time in order to attend to Union business in the Home she/he must first obtain permission of her/his supervisor. Such permission shall not be unreasonably withheld. Upon the completion of her/his business the Union Representative will report to her/his supervisor and then return to her/his regular duties. The Union Representative shall be compensated for wages lost through loss of regular hours of work as described in this clause.
- 6.02 Home-Union Committee
- (a) There shall be a Home-Union Committee comprised of two (2) representatives of the Employer, one of whom shall be the Director of Care or her/his designate and two (2) representatives of the Union, one of whom shall be the Bargaining Unit President or her/his designate. The membership of the Committee may be expanded by mutual consent.

- (b) The Committee shall meet quarterly unless otherwise agreed and, in addition, in accordance with any other requirements of the Collective Agreement. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting.

Minutes shall be recorded by the secretary and copies will be distributed to Committee members.

- (c) The Employer agrees to compensate representatives of the Union for wages lost through loss of regular hours of work, including applicable premiums, when meeting with the Employer pursuant to Article 6.02.

6.03 Negotiation Committee

The Employer agrees to recognize a Negotiating Committee comprised of two (2) representatives of the Union for the purpose of negotiating a renewal Agreement. The Employer agrees to compensate representatives of the Union for one hundred percent (100%) of wages of regular hours of work when meeting with the Employer in negotiations for a renewal Agreements up to the application for conciliation and fifty percent (50%) of wages lost thereafter up to but not including arbitration. The Union will advise the Employer in writing of the Union Nominees to the Committee.

6.04 It is understood that the Union Representatives on the committees referred to in Article 6.01, 6.02 and 6.03 above may be selected from either or both Bargaining Units but that the total number of Union Representatives or any one (1) committee shall not exceed two (2).

- 6.05 (a) The Union may hold meetings on Home premises providing permission has been first obtained from the Employer and provided further that such meetings shall not interfere with employees scheduled to work.
- (b) Where an employee makes prior arrangements for time off from a tour of duty, the employee shall not be scheduled to work another tour that day, unless by mutual agreement or unless an emergency arises.

6.06 Joint Occupational Health and Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the agency, in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from the Bargaining Unit.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to Occupational Health & Safety.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.

- (e) Meetings shall be held quarterly or more frequently at the call of a representative of either party, as required. The Committee shall maintain Minutes of all meetings and make the same available for review.
- (f) All time spent by a member of the Joint Occupational Health & Safety Committee attending meetings of the Committee and carrying out her/his duties, shall be deemed to be time worked for which she/he shall be paid by the Employer at her/his regular or premium rate, as may be applicable, and she/he shall be entitled to such time from her/his work as is necessary.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual leave.

6.07

Infection Prevention and Control

- (a) The Employer and the Association desire to arrest the spread of infectious diseases in the home. The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required for them to deal with these circumstances.
- (b) To achieve this objective, the Joint Occupational Health and Safety committee may review and offer input into infection control programmes and protocols including surveillance, out break control, isolation, precautions, worker education and personal protective equipment.
- (c) The parties agree that all employees are aware of the requirement to practice universal precautions.
- (d) The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment and disposal of hazardous waste.
- (e) Where the Employer identifies high-risk areas within the workplace, where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

6.08

Violence Prevention and Control

The Employer in consultation with the Joint Occupational Health and Safety committee shall develop written policies to address the management of violent behaviour.

- (a) Such policies include but not limited to:

- i) Designing safe procedures for employees.
 - ii) Providing training to these policies during a new employee's orientation and at least annually thereafter.
 - iii) Reporting all incidents of workplace violence.
- (b) The Employer will continue to make available to employees who have been the victim of violence in the workplace an employee assistance program which provides critical incident stress debriefing and post traumatic counselling.
 - (c) The Employer will continue its practice of considering requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.
 - (d) The Parties agree that if incidents involving aggressive client interaction occur, such action will be recorded and reviewed at the Joint Occupational Health and Safety committee. Reasonable steps within the control of the employer will follow to address legitimate health and safety concerns of employees presented in the forum.
 - (e) It is understood that all such occurrences will be reviewed at a Resident Care Conference, as soon as practicable after the incident.

6.09 Needle Stick/Sharp Safety Alternative

The Employer will review with the Joint Occupational Health and Safety committee written policies to address needle stick/sharps injury prevention and control measures. Such policies will include but not be limited to:

- (a) Designing safe procedures for employees.
- (b) Providing training appropriate to these policies.

6.10 Modified Work and Return to Work Programs

The Employer and the Union recognize the purpose of modified work/return to work programs, is to provide fair, reasonable and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their safe return to work.

- (a) At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The employer shall pay for the transportation.
- (b) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the employer to discharge that duty.

- (c) The Employer shall notify the Union monthly of all nurses off work due to an injury or returning on modified duties.
 - (d) Where an employee is unable to perform the essential duties of a position either temporarily or permanently the parties agree to meet with the bargaining unit executive and a representative of the association to consult on a back to work program.
 - (e) Nothing in this language obligates the employer to establish a light modified alternate work program.
- 6.11
- (a) The Employer agrees to give a representative of the Ontario Nurses' Association access to the premises of the Home for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Director of Care. Such representative shall have access to the premises only with the approval of the Director of Care, which will not be unreasonably withheld.
 - (b) The Union will supply the Employer with the names of its ONA representatives, and any changes thereto.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.
- 7.02 No grievance shall be considered where the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee more than seven (7) calendar days before the filing of the grievance.
- 7.03 Grievances shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present her/his grievance in writing to the Director of Care. She/he shall have the assistance of her/his Union Representative if she/he so desires. If a settlement satisfactory to the employee concerned is not reached within nine (9) calendar days (or any other period of time which may be mutually agreed upon), the grievance may be presented at Step No. 2 as follows at any time within nine (9) calendar days thereafter.

Step No. 2

The aggrieved employee may with or without her/his Union Representative present the grievance in writing to the Administrator or his designate who shall render his decision in writing within nine (9) calendar days following the presentation of the grievance to him. If a settlement satisfactory to the employee concerned is not reached then the grievance may be presented at Step No. 3 as follows within nine (9) calendar days thereafter.

Step No. 3

The grievance may be submitted in writing to the Administrator or her designate, who shall arrange a meeting with the said employee within nine (9) calendar days from such request. At this meeting the aggrieved employee shall be accompanied by the Grievance Committee and a representative of the Ontario Nurses' Association. The grievor need not attend this meeting if she/he does not wish to do so.

7.04 If final settlement of the grievance is not completed within nine (9) calendar days after deliberations have commenced at Step No. 3 and if the grievance is one which concerns the interpretation of alleged violation of the Agreement, the grievance may be referred by either party to a Board of Arbitration as provided in Article 8 below, at any time within twenty-one (21) days thereafter but not later.

7.05 Time limits may be extended by the written agreement of the parties.

7.06 Policy Grievances

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within nine (9) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could her/his self-institute and the regular grievance procedure shall not be thereby bypassed.

7.07 Employer Grievances

It is understood that the Employer may at any time file a grievance with the representative of the Union and request a meeting with her/him to discuss any complaint concerning the interpretation, application or alleged violation of this Agreement by the Union or by any employee. If such grievance by the Employer is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration as set forth in Article 8 below.

7.08 Group Grievances

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Director of Care or her/his designate within nine (9) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.09 The release of a probationary employee shall not be subject to the grievance or arbitration procedure unless the probationary employee is released for exercising a right under this Agreement. The discharge of a probationary employee otherwise shall be at the sole discretion of the Employer. The Bargaining Unit President or designate will be notified of the release of any probationary employee.

A claim by an employee who has completed her/his probationary period that she/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date of discharge or suspension is effected. Such special grievance may be settled under the grievance or arbitration procedure.

The Employer agrees to provide written reasons normally within ten (10) working days to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her/his probationary period, without just cause. The Bargaining Unit President or designate will also receive a copy of the letter.

ARTICLE 8 - ARBITRATION

- 8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 7 above and which has not been settled, will be referred exclusively to a Board of Arbitration at the request of either of the parties hereto.
- 8.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as Chairman chosen by the two nominees.
- 8.03 Within seven (7) calendar days of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 8.04 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in Section 8.03 above, the Ministry of Labour for the Province of Ontario will be asked to nominate a Chairperson.
- 8.05 The decisions of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.
- 8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision.
- 8.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairman.

ARTICLE 9 - DISCIPLINE AND DISCHARGE CASES

- 9.01 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee in her/his former position with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or of the Board of Arbitration, as the case may be.

- 9.02 At the time formal discipline is imposed, an employee is entitled to be represented by her/his Union Representative. Union Representative(s) undertake to be reasonably available for such meeting.
- 9.03 The time limits in this Article may be extended by written agreement of the parties.
- 9.04 A discipline grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days after the date of the discharge or suspension is effected.

ARTICLE 10 - MANAGEMENT RIGHTS

- 10.01 The Union recognizes and acknowledges that the management of the Pines and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer subject to the terms and provisions of this Agreement to:
- (a) Maintain order and efficiency.
 - (b) Hire, promote, demote, classify, transfer, suspend, and retire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that she/he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinbefore provided.
 - (c) Make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees.
 - (d) Determine the nature and kind of operations conducted by the Employer, the kinds and locations of facilities, equipment and materials to be used, the use of incentive programs, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.
- 10.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 11 - PROFESSIONAL RESPONSIBILITY, ORIENTATION AND IN-SERVICE

- 11.01 In the event that the Employer assigns a number of residents or a workload to an individual employee or group of employees such that she/he or they have cause to believe that she/he or they are being asked to perform more work than is consistent with proper resident care, she/he or they shall:
- (a) i) Advise her/his immediate supervisor as soon as reasonably possible.

- ii) Complain in writing to the Union-Home Committee within fifteen (15) days of the alleged improper assignment. The Chairman of the Union-Home Committee shall convene a meeting of the Union-Home Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - iii) Failing settlement of the complaint within fifteen (15) calendar days of the meeting of the Union-Home Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer, and one (1) chosen from a panel of independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from a panel of independent Registered Nurses shall act as Chairperson.
 - iv) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within the thirty (30) calendar days following completion of its hearing.
- (b)
- i) Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she/he would not be suitable due to connections with the Employer or community, the next person on the list will be approached to act as Chairperson.
 - ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
 - iii) The parties will meet for the purpose of agreeing on a list of four Assessment Committee Chairpersons who shall be respected professionals in the nursing field. If the parties are unable to agree on the persons to be named, the matter will be referred back to this Board for determination.

11.02 The Employer recognizes the need for a Home orientation program of such duration as it may deem appropriate taking into consideration the needs of the Employer and the employees involved.

11.03 Before assigning the newly hired employee in charge, the Employer will first provide orientation to the Home. It is understood that such employee may be assigned to any tour as part of their orientation program providing such assignment is in accordance with any scheduling regulations or objectives.

- 11.04 Employees recalled from lay-off under Article 13.09 and employees, whose probationary period has been extended under Article 13.01, may be provided any orientation determined necessary by the Employer. A request by such an employee for orientation shall not be unreasonably denied.
- 11.05 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized.
- 11.06 When an employee is on duty and authorized to attend any in-service program within the Home and during her/his regularly scheduled working hours, she/he shall suffer no loss in regular pay.
- When an employee is required by the Employer to attend courses outside of her/his regularly scheduled working hours she/he shall be paid for all time spent in attendance on such courses at her/his regular straight time hourly rate of pay, including applicable premiums. It is understood that in no event shall an employee receive payment in excess of a normal tour of duty in one day. It is further understood where attendance is optional or voluntary no payment will be made.

ARTICLE 12 - ACCESS TO FILES

- 12.01 A copy of any completed evaluation, which is to be placed in an employee's file, shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. Each employee shall have reasonable access to her/his file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her/his supervisor. A copy of the evaluation will be provided to the employee at her/his request.
- 12.02 In the event that it is deemed necessary by the Employer to file a report of censure, the Employer shall, within five (5) days thereafter, given written particulars of such censure to the employee involved, with a copy which the employee may give to the Union.
- For work related incidents, such censure will be removed from the record of an employee twelve (12) months following the receipt of said censure provided that the employee's record has been discipline free for such twelve (12) month period.
- For incidents related to substance abuse, such censure will be removed from the record of an employee eighteen (18) months following the receipt of said censure provided that the employee's record has been discipline free for such eighteen (18) month period.

ARTICLE 13 - SENIORITY

- 13.01 Newly hired employees shall be considered to be on probation for a period of four hundred and fifty (450) hours worked from date of last hire. If retained after the

probationary period, the employee shall be credited with seniority from date of last hire.

The probationary period may be extended upon the agreement of the employee, the Union, and the Employer. Such extension shall not exceed an additional four hundred and fifty (450) hours worked.

13.02 Two (2) seniority lists shall be established for all full-time and part-time employees covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time and part-time probationary employees shall be included in the seniority lists. A copy of the current seniority list will be filed with the Bargaining Unit President or her/his designate every January and July. A copy of the seniority list shall also be posted at the same time.

13.03 Seniority shall be retained by an employee in the event that she/he transfers from full-time to part-time or vice versa. For the purposes of the application of seniority an employee whose status is changed from full-time to part-time shall receive credit for her/his full seniority.

In the case of an employee whose status is changed from part-time to full-time, she/he shall receive credit for seniority on the basis of one (1) year of seniority for each 1500 hours worked. Any hours worked in excess of the equivalent shall be carried over by the employee at the time of transfer.

13.04 Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or WSIB, and will continue to pay its share of the premium for the benefit plans in accordance with the Employment Standards Act for employees who are on pregnancy/parental leave. It is understood that the

obligation of the employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.

- (g) It is understood that an employee who chooses to continue benefits under a), b) or f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding clause (e), when an employee is on an educational leave under Article 14.03 below, she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average over the last twenty-six (26) weeks prior to Leave of Absence.
- (i) In cases of absences for pregnancy and parental leave under the Employment Standards Act, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

The Union and the Employer agree to abide by the Human Rights Code.

13.05

An employee shall accumulate seniority under the following conditions:

- (a) while she/he is at work for the Employer (including vacation and holiday periods), after she/he has completed her/his probationary period as set out in Article 13.01;
- (b) during any period when she/he is prevented from performing her/his work for the Employer by reason of injury arising out of and in the course of her/his employment for the Employer and for which she/he is receiving compensation under the provisions of the Workplace Safety and Insurance Act;
- (c) during the first [1st] eighteen (18) months of any written leave of absence;
- (d) during absence for up to thirty (30) months due to illness;
- (e) during pregnancy/parental leave.

NOTE: This clause shall be interpreted in a manner consistent with the Human Rights Code.

The Union and the Employer agree to abide by the Human Rights Code.

13.06

An employee who does not qualify to accumulate seniority under Article 13.05 shall maintain her/his existing seniority, unless and until she/he loses same pursuant to Article 13.07.

13.07

Seniority and employment shall terminate when an employee:

- (a) leaves of her/his own accord;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) has been on lay-off for more than twenty-four (24) months;
- (d) fails to report for work within seven (7) working days after personal delivery of notice by the Employer to the employee's last known address, or by registered mail, following a lay-off, or fails to inform the Employer within two (2) working days of recall that she/he will report to work;
- (e) fails to return to work promptly upon the termination of an authorized leave of absence unless her/his delay is due to reasons beyond her/his control, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) is absent from scheduled work for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (g) is absent due to illness for more than thirty (30) months, providing that no such termination will occur where such termination will disentitle the employee to any benefits under the terms of an LTD plan which may be established under this Agreement.

NOTE: This clause shall be interpreted in a manner consistent with the Human Rights Code.

The Union and the Employer agree to abide by the Human Rights Code.

13.08

- (a) Where a permanent vacancy occurs in the Bargaining Unit, which the Employer intends to fill, or a new position within the Bargaining Unit is established by the Employer, such vacancy shall be posted in the workplace for a period of ten (10) consecutive calendar days. Employees may make written application to the Director of Care within ten (10) days of the date of posting. Applicants will be considered in accordance with Article 13.08 (b). A copy of the job posting shall be given to the Local Union, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
- (b) Employees from either bargaining unit may apply for posted vacancies. Where the skill, ability, experience and qualifications are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

CLARITY NOTE:

Where seniority governs, the most senior applicant, regardless of her/his ONA bargaining unit will be selected.

- (c) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including

maternity) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to part-time employees in the Bargaining Unit on the basis of seniority who are qualified to perform the work in question.

- (d) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- (e) The name of the successful applicant will be posted by the Employer. An employee selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her/his selection.

- 13.09
- (a) A lay-off of employees shall be made on the basis of seniority, provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.
 - (b) Employees shall be recalled in the order of seniority, unless otherwise agreed between the Employer and Local Union, provided that the employee is qualified to perform the available work.
 - (c) It is agreed there shall be no upward bumping.
 - (d) All part-time and full-time employees represented by the Union who are on lay-off will be given a job opportunity in the full-time and part-time categories before any new employee is hired into either category.

13.10 Grievances concerning lay-offs and recalls shall be initiated at Step No. 2 of the Grievance Procedure.

13.11 In the event of a proposed lay-off at the Home of a permanent or a long-term nature, the Employer will:

- (a) Provide personal notice to impending lay-offs to all affected employees in accordance with the Employment Standards Act, and provide the Local Union and any individual employee to be affected with no less than thirty (30) calendar days notice of such lay-off; and
- (b) Meet with the local Union to review the following:
 - i) the reasons causing the lay-off;
 - ii) the method of implementation including the areas of cut-back and the employee to be laid off.

The notice period referred to herein will not be required where the lay-off is due to circumstances beyond the Employer's control such as fire, acts of God, flood, etc.

- 13.12 (a) An employee who is transferred to a position outside of the Bargaining Unit shall, subject to (b) below retain but not accumulate her/his seniority held at the time of the transfer. In the event the employee is returned to a position in the Bargaining Unit she/he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her/his return to the Bargaining Unit.
- (b) In the event that an employee is transferred out of the Bargaining Unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the Bargaining Unit, she/he shall not suffer any loss of seniority, service or benefits. It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement by the parties.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Personal Leave of Absence

The Employer may grant a request for leave of absence for personal reasons without pay provided that it receives at least one (1) month's clear written notice, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Home. Employees when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

- 14.02 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in Federal, Provincial or Municipal elections.

14.03 Education Leave

Leave of absence, without pay, for the purposes of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to the Director of Care or her/his designate. Requests for such leave will not be unreasonably denied.

14.04 Leave for Union Business

The Employer agrees to grant leaves of absence to employees selected by the Union to attend Union business including conferences and conventions to an aggregate of twenty-five (25) days. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is agreed that at most, two (2) employees may be absent at any one time. Employees wishing such leave must give two (2) weeks notice, if possible. Such leave of absence will not be unreasonably withheld.

14.05 Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to Sections 22 and 23 of the Employment Insurance Act, 1997, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate of her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under the plan.

The employer shall pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

- (d) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parenting benefits pursuant to Section 23 of the Employment Insurance Act, 1997, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit. (currently 28 weeks).

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in

respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The employer shall pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for that portion of the parental leave for which SUB Payments are being made, i.e. 10 weeks, in addition to pension contributions if applicable.

- (e) The above applies for male employees for parenting duties following the birth of a child.
- (f) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first [1st] time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

14.06 Compassionate Leave

The following shall be granted:

- (a) In the event of death of a spouse (including same sex partner), co-resident, child, ward, parent, guardian, sibling, mother-in-law, father-in-law, foster parent, stepparent, stepchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren, grandparents or spouse's grandparents, three (3) days with pay shall be granted.

A nurse shall be granted one (1) day bereavement leave without loss of regular earnings in the event of a death of his/her aunt, uncle, niece or nephew.

- (b) Where travel is required, additional leave without pay may be granted by the Employer.

14.07 Jury and Witness Leave

Where an employee is called to serve on a legally constituted jury or is subpoenaed as a witness other than in a proceeding between the parties, the Employer will make up the difference between the pay the employee would normally have earned and the fee received (exclusive of expenses) for jury or witness duty. The employee shall return to work promptly upon completion of duty.

ARTICLE 15 - SICK LEAVE & LTD

FULL-TIME ONLY

- 15.01 Sick leave is provided by *By-Law #71/8*, as amended by *By-Law #85/23*, and *By-Law 92/34* which is made part of this Agreement.

- 15.02 Sick leave credits currently standing to the credit of an employee at the date of signing of this Agreement shall be deemed to be earned sick leave. Within two (2) months after signing of this Agreement and by January 15th of each year thereafter, the Employer will notify each employee of the amount of the unused sick leave standing to her/his credit.
- 15.03 An employee who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that her/his employment with the Employer has remained unbroken since the time of full-time service.
- 15.04 In the interests of the residents, an employee's reinstatement after sick leave of seven (7) days or more will be conditional on her/his supplying, when requested, a certificate from the physician that she/he is fully recovered from the sickness which caused her/his absence. The Employer will not unreasonably request such certificates.
- Notwithstanding the above, it is agreed that the employee must provide any required medical certification pursuant to Statute or Regulation or any Public Health Requirement which certifies that the person is fully recovered from the sickness which caused the absence.
- 15.05 Employees will pay twenty-five percent (25%) of the total premium for the Long Term Disability Plan found in Appendix 3 and such will be deducted from the employees pay cheque.

ARTICLE 16 - HOURS OF WORK

- 16.01 The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 16.02 (a) The normal work week shall consist of seventy-five (75) hours in a two (2) week pay period and the normal daily tour shall consist of seven and one-half (7½) hours exclusive of one-half (½) hour unpaid meal break. It is understood that the employees will be available for emergencies during the meal period.
- It is understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration.
- (b) A fifteen (15) minute paid rest break shall be given in each half (½) of each shift at a time or times determined by the Employer.
- 16.03 **FULL-TIME**
- (a) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests will be submitted one (1) week prior to posting.

- (b) Request for a change of scheduled working hours must be co-signed by the employees willing to exchange tours, and submitted in writing to the Director of Care or designate.
- (c) At least forty-eight (48) hours time off shall be scheduled following a night tour.
- (d) There shall be no less than two (2) consecutive tours off between changes of shift unless otherwise mutually agreed between the Employer and the employees involved.
- (e) These scheduling regulations may be waived between December 15th and January 15th so that the Employer will endeavour to provide that all employees will receive five (5) or more consecutive days off at either Christmas or New Year's in alternate years. December 24th, December 25th, December 26th or December 31st, January 1st and January 2nd will be included in the five (5) days off.
- (f) Every second [2nd] weekend will be scheduled as a weekend off.
- (g) The Employer will endeavour to provide schedules of not more than five (5) consecutive days. In any event, schedules will not provide for more than six (6) consecutive days.
- (h) An employee will be scheduled no more than six (6) consecutive days.
- (i) An employee who is required to rotate shall be required to rotate on only two (2) tours. The Employer shall endeavour to schedule 50% of tours on the day shift. Preferences will be assigned on the basis of seniority.

It is understood that there will be no change to the two (2) rotational positions unless requested by the incumbent and agreed upon by the Employer.
- (j) The Employer shall endeavour not to require an employee to change tours more than once during a week.

PART-TIME

- (a) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests will be submitted one (1) week prior to posting.
- (b) Request for a change of scheduled working hours must be co-signed by the employees willing to exchange tours, and submitted in writing to the Director of Care or designate.
- (c) The Employer will endeavour to schedule at least forty-eight (48) hours time off following a night tour.
- (d) There shall be no less than two (2) consecutive tours off between changes of shift unless otherwise mutually agreed between the Employer and the employees involved.

- (e) These scheduling regulations may be waived between December 15th and January 15th so that the Employer will endeavour to provide that all employees will receive five (5) or more consecutive days off at either Christmas or New Year's in alternate years. December 24th, December 25th, December 26th or December 31st, January 1st and January 2nd will be included in the five (5) days off.
- (f) The Employer will endeavour to schedule two (2) weekends out of four (4) as weekends off.
- (g) There should be an equitable scheduled distribution of shifts among part-time employees, both with distribution of total number of shifts and with respect to days, evenings and nights over a reasonable period of time.

16.04

(a) FULL-TIME

An employee will receive time and one-half (1½) for all hours worked on a second consecutive and subsequent weekends save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- ii) such employee has requested weekend work; or
- iii) such weekend is worked as a result of an exchange of shifts with another employee initiated by the employee.

It is understood that a weekend consists of at least fifty-six (56) consecutive hours off work during the period following completion of the Friday day or evening tour until the commencement of the Monday day or evening tour.

It is understood that the reporting time referred to above will be considered as time off work for the purpose of this definition of weekend.

(b) PART-TIME

An employee will receive time and one-half (1½) for all hours worked on a third consecutive and subsequent weekends save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- ii) such employee has requested weekend work; or
- iii) such weekend is worked as a result of an exchange of shifts with another employee initiated by the employee.

It is understood that a weekend consists of at least sixty-four (64) consecutive hours off work during the period following completion of the Friday day or evening tour until the commencement of the Monday day or evening tour.

It is understood that the reporting time referred to above will be considered as time off work for the purpose of this definition of weekend.

16.05 Subject to Article 17.03, in computing overtime, hours compensated for at overtime rates under any provision shall not be counted further for any purpose in determining overtime liability under the same or any other provision.

16.06 An employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours pay at her/his regular straight time hourly rate. She/he shall be required to perform any nursing duties assigned by the Employer which she is capable of doing, if her/his regular duties are not available.

The provisions of this section shall not apply if the failure of the Employer to provide work is due to fire, flood, power or equipment failure, labour dispute, or other interference with Employer operations beyond the reasonable control of the Employer.

16.07 An employee who has worked more than her/his scheduled hours of work in a day shall not be sent home early in the week to avoid overtime payment.

16.08 The Employer shall make all reasonable efforts to provide full time nurses with 48 hours notice in advance of implementing a change in the posted schedule which would result in having to work when they had not been scheduled to do so.

Where the employer has not made such efforts the full-time nurse will be paid time and one-half of the regular straight time hourly rate for all hours worked on the first (1st) shift following the change.

16.09 A casual part-time employee shall provide the employer with their availability. The employee shall advise the employer of any change in their availability as far in advance as it practicable. Once a casual part-time employee has accepted a shift, he/she will be booked on the posted schedule.

ARTICLE 17 - PREMIUM PAY

17.01 If an employee is authorized to work in excess of the hours referred to in Article 16.02, 16.03, she/he shall receive overtime premium at one and one-half (1½) times her/his regular straight time hourly rate.

Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her/his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour.

For purpose of clarity and subject to Article 11.06, an employee who is required to work on her/his scheduled day off shall receive overtime premium of one and one-half (1½) times her/his regular straight time hourly rate.

17.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the

request of an employee or a changeover to Daylight Saving from Standard Time or vice versa, or an exchange of tours by two (2) employees.

17.03 Where an employee is required to work on a paid holiday or on a tour that is paid at the rate of time and one-half (1½) her/his regular straight time hourly rate and she/he is required to work additional hours following her/his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee), she/he shall receive two (2) times her/his regular straight time hourly rate for such additional hours worked.

17.04 An employee shall be paid a shift premium of one dollar and thirty cents (\$1.30) per hour for each hour worked outside the normal hours of the day shift.

Effective January 1, 2010, the evening premium shall increase to one dollar and forty-five cents (\$1.45) per hour.

Effective January 1, 2011, the evening premium will increase to one dollar and sixty cents (\$1.60) per hour.

Tour differentials will not form part of the employee's straight time hourly rate.

An employee shall be paid a night premium of one dollar and forty cents (\$1.40) per hour.

Effective January 1, 2010, the night premium shall increase to one dollar and fifty-five cents (\$1.55) per hour.

Effective January 1, 2011, the night premium will increase to one dollar and seventy cents (\$1.70) per hour.

An employee shall be paid a weekend premium of one dollar and forty cents (\$1.40) per hour.

Effective January 1, 2010, weekend premium shall increase to one dollar and fifty-five cents (\$1.55) per hour.

Effective January 1, 2011, the weekend premium shall increase to one dollar and seventy cents (\$1.70) per hour.

17.05 (a) Where the Employer temporarily assigns a Registered Nurse to carry out the assigned responsibility of a higher classification (whether or not such classification is included in the Bargaining Unit) for a period of one full tour or more, at times when the incumbent in any such classification would otherwise be working, she/he shall be compensated at the rate of eleven dollars (\$11.00) dollars per tour.

(b) An employee designated to be in charge shall receive ninety cents (\$0.90) per hour in addition to her/his regular salary and applicable premium allowance.

Effective January 1, 2008 an employee will receive one dollar (1.00) per hour. The Employer shall designate an employee to be in charge on each

weekend, evening and night shift as well as on other shifts when the ADOC and the DOC are not in the facility.

ARTICLE 18 - WELFARE BENEFITS

- 18.01 The Employer agrees to contribute one hundred percent (100%) of the total premium for each full-time employee, unless the employee is otherwise exempted, for the following benefit plans. Same sex spouse will be eligible to be a dependent for insured benefits.
- (a) Ontario Health Insurance Plan (O.H.I.P.);
 - (b) Comprehensive Extended Health Care (including 10/20 deductible, drug plan, semi-private, hearing aids and vision care);

The Employer will pay seventy-five percent (75%) and the employee will pay twenty-five percent (25%) of the premium for Extended Health Care and Vision Care. The Vision Care expenses will be reimbursed up to one hundred and eighty (\$180.00) dollars per person in a twenty-four (24) month period with the ability to use coverage for laser surgery.
 - (c) Life Insurance two (2) times salary.
 - (d) The Employer shall provide a basic dental plan, no deductible, 75% co-insurance for which the Employer shall pay one hundred percent (100%) of the billed premium. The O.D.A. fee schedule will lag the current calendar year by one (1) year.
- 18.02 The Pension Plan established under the Ontario Municipal Employees Retirement System Act shall be adopted by the Union and the Employer.
- 18.03 The Employer shall continue to pay the premiums for Benefit Plans as outlined in Article 18.01 for employees on any paid leave of absence, unpaid leave of absence of thirty (30) calendar days or less, WSIB or at any time when salary is received. Such payment shall also continue while a nurse is on Sick Leave/Short Term Disability or on Long Term Disability to a maximum of thirty (30) months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of thirty (30) months from the time the absence commenced period. Such payments shall be made provided that eligibility for coverage and payment of any claim shall be subject to the conditions of any Plan. Employees who are on lay-off for up to one (1) year may continue to participate in Benefit Plans, at their request, provided they make arrangements for payment.
- 18.04
- (a) The Employer shall provide each employee and the Union with those Information Booklets available from the carriers outlining the details of the Benefits Plans provided in Article 18.01 and 18.02.
 - (b) The Employer may substitute another carrier for any plan (other than O.H.I.P.) provided that the benefits conferred thereby are not decreased.

The Employer will give the Union sixty (60) days written notice of its intention to substitute another carrier and will provide the details of the plan to ensure that benefits are not decreased.

- 18.05 Transportation to an employee's residence will be paid by the Employer to an employee required to work past midnight who does not normally work past midnight if their own transportation is not readily available.

ARTICLE 19 - VACATIONS

- 19.01 Each employee's entitlement to vacation days during the current vacation year shall be determined from the days accrued during the preceding vacation year. Each employee's first [1st] vacation year shall commence on the date of employment and be completed on the May 31st next following the date of employment. Subsequent vacation years shall commence on June 1st and be completed on the following May 31st.

- 19.02 All full-time employees shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Employees who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the Home) shall be entitled to a vacation on the basis of 1.25 days for each completed month of service.
- (b) Employees who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the Home) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay.
- (c) Employees who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the Home) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay.
- (d) Employees who have completed fifteen (15) years or more of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay.
- (e) Employees who have completed twenty-five (25) years or more of continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay.

- 19.03 All part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, of their gross earnings in the preceding year, on the following basis:

3 week entitlement (or less)	-	6%
4 week entitlement	-	8%
5 week entitlement	-	10%
6 week entitlement	-	12%

For the purposes of this clause, 1500 hours of part-time service shall equal one (1) year of full-time service.

19.04 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her/him to the date of her/his separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.

19.05 For the purpose of vacation entitlement, service for those employees whose status is changed, from part-time to full-time, shall mean the combined service as a part-time and full-time employee employed by the Employer and accumulated on a continuous basis.

For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service.

19.06 FULL-TIME

(a) Request for vacation during the period between June 1st and November 30th, and December 31st and May 31st, will be submitted by April 15th, and September 15th respectively, and the Employer will respond by May 1st and October 1st respectively.

Such requests will be made on a posted list indicating the employee's preference within the Bargaining Unit. Except in extreme circumstances, requests for change in vacation shall be submitted fourteen (14) days prior to the first [1st] day of such requested vacation; the Employer will respond within three (3) weeks' of request. Changes in vacation will not displace a request granted to another member of the Bargaining Unit except by mutual written agreement of the employees involved.

(b) In the event of conflict between requests made by employees, seniority shall prevail to resolve the conflict.

(c) The Employer will endeavour to schedule either the weekend prior to or the weekend following an employee's vacation as a weekend off.

(d) Prior to leaving on vacation, employees shall be notified of the date and time on which to report following vacation.

PART-TIME

(a) Request for vacation during the period between June 1st and November 30th, and December 31st and May 31st, will be submitted by April 15th, and September 15th respectively, and the Employer will respond by May 1st and October 1st respectively.

Such requests will be made on a posted list indicating the employee's preference within the Bargaining Unit. Requests for change in vacation shall be submitted sixty (60) days prior to the first [1st] day of such requested vacation; the Employer will respond within three (3) weeks' of request. Changes in vacation will not displace a request granted to another member of the Bargaining Unit except by mutual written agreement of the employees involved.

- (b) In the event of conflict between requests made by employees, seniority shall prevail to resolve the conflict.
- (c) The Employer will endeavour to schedule either the weekend prior to or the weekend following an employee's vacation as a weekend off.
- (d) Prior to leaving on vacation, employees shall be notified of the date and time on which to report following vacation.

19.06 Vacation pay will be paid to each employee on the employee's scheduled workday immediately preceding her/his vacation if requested. Such request must be made in writing at least two (2) weeks before the employee's scheduled workday in question.

19.07 (a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.

(b) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.

(c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

19.08 In each of her 25th, 30th and 35th year (and every five (5) years thereafter) an employee shall be entitled to one additional week's vacation to be taken as paid leave or to be paid out at the employee's discretion.

ARTICLE 20 - PAID HOLIDAYS

20.01 The Employer shall recognize the following paid holidays:

New Year's Day (Jan. 1st)
 Good Friday
 Victoria Day
 Canada Day (Jul. 1st)
 Civic Holiday
 Labour Day

Thanksgiving Day
 Christmas Day (Dec. 25th)
 Boxing Day (Dec. 26th)
 Float Holiday
 3rd Monday in February (Family Day)
 Employee's birthday

The Employee's birthday will be observed within thirty (30) days of the date upon which they fall. The employee will supply the Employer with written notice of her/his preference.

The float holiday may be taken at any time with mutual agreement between the employee and the Director of Care or her/his designate.

Where employees are scheduled to work on the weekend adjacent to a paid holiday, the Employer will endeavour to schedule the employee to work the holiday as well. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this agreement, such additional proclaimed holiday will replace one of the above named holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of the agreement.

20.02

FULL-TIME

- (a) Employees who are off work due to the observance of one (1) of the above-named holidays will receive seven and one half (7½) hours pay for such holiday not worked, subject to 20.02 (b).
- (b) To be eligible for holiday pay, an employee must work her/his full scheduled work day immediately preceding such holiday and her/his full scheduled work day immediately following such holiday, unless absent:
 - i) due to legitimate illness or accident which commenced within a month of the date of the holiday;
 - ii) on vacation granted by the Employer;
 - iii) with the permission of the Employer;
 - iv) on a paid leave of absence provided the employee is not otherwise compensated for the holiday.

20.03

FULL-TIME

Subject to Article 20.02,

- (a) Where a holiday falls during the employee's scheduled vacation period, her/his vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.
- (b) Where a holiday falls on an employee's scheduled day off, an additional day off with pay will be scheduled.

20.04

FULL-TIME

An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) her/his regular straight time rate of pay for all hours worked on such holiday subject to Article 17.03.

In addition, she/he will receive a lieu day off with pay in the amount of her/his regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 16.02.

20.05 FULL-TIME

Lieu days shall be granted thirty (30) days before or after the date on which the holiday was observed on a day mutually agreed between the employee and her/his immediate supervisor.

20.06 A part-time employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) her/his regular straight time rate of pay for all hours worked on such holiday.

ARTICLE 21 - MISCELLANEOUS

21.01 A copy of this Agreement will be provided to each employee currently in the employ of the Employer and each employee that becomes employed in the future. The printing costs of copies of this Agreement will be shared equally by the Employer and the Union.

21.02 Whenever the feminine pronoun is used in the Agreement, it shall be read to include the masculine pronoun where the content so requires. And whenever the singular pronoun is used, if it is necessary, the plural shall be deemed to apply.

21.03 Prior to effecting any changes in rules, which affect employees covered by this Agreement, the Employer will discuss changes with the Union and provide copies to the Union.

21.04 It shall be the duty of each employee to notify the Employer promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by Registered Mail to reach such an employee.

21.05 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.

No notice shall be posted on such bulletin board without being signed by an appropriate Officer of the Union. A copy of posted notices shall be provided to the Administrator at the time of posting.

21.06 When a new classification in the Bargaining Unit is established by the Employer, the Employer shall advise the Union of the rate of pay established for that new classification. If requested, the Employer agrees to meet with the Union to permit it to make representation with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification.

Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting.

If the matter is not resolved in the Grievance Procedure, it may be referred to arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home.

21.07 Upon recommendation from the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated and/or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost of such medication.

If the employee fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been cleared by the public health or the Employer to return to the work environment. The only exception to this would be employees for whom taking the medication will result in the employee being physically ill to the extent that she cannot attend work. Upon written direction from the employee's physician of such medical condition in consultation with the Employer's physician, (if requested), the employee will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.

If the employee gets sick as a reaction to the drug and applies for WSIB, the Employer will not oppose the application.

If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication, she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.

ARTICLE 22 - COMPENSATION

22.01 Schedule "A" headed "Compensation Full-time and Part-Time" attached hereto, is hereby made a part of this Agreement and achieves Pay Equity for Full-Time and Part-Time Registered Nurses effective April 1, 1992.

22.02 The Employer shall pay salaries and wages biweekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions.

22.03 **FULL-TIME**

The Employer will recognize recent related experience on the basis of one (1) annual increment for every one (1) year of service up to a maximum on the grid. Employees working less than seventy-five (75) hours biweekly shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

Each full-time employee will be advanced from her/his present level to the next level set out in Salary Schedule twelve (12) months after she/he was last advanced on

her/his service review date. If an employee's absence without pay from the Home exceeds thirty (30) continuous calendar days during each twelve (12) month period, her/his service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

A part-time employee whose status is altered to full-time will assume her/his same level on the full-time grid. A full-time employee whose status is altered to part-time will assume her/his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of her/his advancement.

PART-TIME

The Employer will recognize recent related experience on the basis of one (1) annual increment for every one (1) year of service up to a maximum on the grid. Employees working less than seventy-five (75) hours biweekly shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

Each part-time employee will be advanced from her/his present level to the next level set out in the Salary Schedule, after completion of 1500 hours. A part-time employee whose status is altered to full-time will assume her/his same level on the full-time grid.

A full-time employee whose status is altered to part-time will assume her/his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of her/his last advancement.

22.04 A part-time employee who transfers to full-time will assume her/his same level on the full-time grid. A full-time employee who transfers to part-time will assume her/his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of her/his last advancement.

22.05 Retroactivity

Unless otherwise stated, all articles contained herein shall take effect on April 1, 2008.

Any employee who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following ratification. The Employer's letter in this regard will advise such employee of the entitlement to apply for retroactive salary and the method by which application is to be made.

All retroactivity/recognition shall be paid within six (6) weeks following ratification, and if so paid, shall not bear interest. Retroactivity paid later than a six (6) week period, shall include interest calculated at the bank rate on fifty percent (50%) of the total of retroactivity accumulated as of the date of payment.

ARTICLE 23 - TERM OF AGREEMENT

- 23.01 This Agreement shall become effective April 1, 2008, and shall continue in full force and effect up to and including March 31, 2011, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party.
- 23.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 23.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

SIGNING PAGE

SIGNED AT Orillia, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

James H. Riley
(spokesperson)
Charmaine Fyfe

[Signature]

FOR THE UNION:

Laurence A. Hill
Labour Relations Officer

C. Tyler RN BSW

Sheila Miller RN

[Signature]

SCHEDULE "A"**COMPENSATION - FULL-TIME AND PART-TIME EMPLOYEES****REGISTERED NURSE**

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

NOTE: Part-time will receive the above hourly rates plus thirteen percent (13%) in lieu of benefits, including sick leave, long term disability, paid holidays and insured benefits. For part-time employees, who are members of the Pension Plan, the percentage in lieu of benefits is nine percent (9%).

SCHEDULE "B"**LIST OF CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE**

Gayle MacKay, RN, BScN, MHSc
56 Deerfoot Trail
RR #4
Huntsville, Ontario
P1H 2J6
Telephone: (705) 787-0012
Fax: (705) 787-0113

Jane Harvey, RN
FCS International
158 Casimir St., Suite 200
Port Perry, Ontario
L9L 1B7
Telephone: (905) 985-6811
Fax: (905) 985-6804

Anita Irmeli Robertson
198 Corner Ridge Road
Aurora, Ontario
L4G 6L5
Telephone: (905) 727-3072
Fax: (905) 727-3624
E-mail: aanddrobertson@sympatico.ca

SCHEDULE "C"**THE DISTRICT OF MUNICIPALITY OF MUSKOKA****BY-LAW 85-23****BEING A BY-LAW TO AMEND BY-LAW 71-8**

WHEREAS pursuant to section 23(1) of the District Municipality of Muskoka Act, R.S.O. 1980, c. 121, as amended R.S.O. 180, c. 302, the Council of the District Municipality of Muskoka may pass By-Laws for fixing the remuneration of employees.

AND WHEREAS it is deemed expedient to amend the By-Law number 71-8 being a By-law establishing a sick leave plan.

NOW THEREFORE the Council of the District Municipality of Muskoka ENACTS AS FOLLOWS:

- 1) THAT By-law 71-8 be and is hereby amended by the designation of paragraphs 1 to 11 inclusive as SECTION 1 and by the addition of the following:

SECTION 2

- 12) In this section:
- (a) "Basic pay" means the amount of salary or wages an employee would earn for one (1) working day.
 - (b) "District" means the District Municipality of Muskoka.
 - (c) "Employee" means any person who has been in the employ of the District for at least one (1) month and has completed his probationary period.
 - (d) "Permanent part-time employee" means an employee who is working on a continuous basis not more than thirty (30) hours per week.
 - (e) "Permanent full-time employee" means an employee who is working on a continuous basis more than thirty (30) hours per week.
 - (f) "Working day" means any day that but the illness or injury the employee would, in the ordinary course, have been scheduled to work.
- 13) On and after the first [1st] day of March, 1985 Section 2 shall apply to all employees with respect to any sick leave commencing after that date but Section 2 shall not apply with respect to any sick leave in progress on that date.
- 14) Except as hereinafter specified, Section 1 shall not apply to any employee on or after the first [1st] day of March, 1985.
- 15) Subject to paragraph 1 an employee shall be paid for time off work in each calendar year due to illness or injury as follows:
- (a) For each of the first [1st] five (5) working days, one hundred percent (100%) of his basic pay.

- (b) For each of the next one hundred and seventy-five (175) working days seventy-five percent (75%) of his basic pay; and
 - (c) For each day off work in excess of 180, nil.
- 16) Each employee shall, where possible, report his expected absence and the reason therefore to his immediate supervisor (or the supervisor's designate) prior to the start of his scheduled working hours. An employee shall, in any event, report his illness no later than the first [1st] day he is absent from work.
 - 17) The District may require the employee, as a condition of payment, to substantiate the cause or duration of his absence with a written certificate from the medical doctor. The certificate shall be in a format acceptable to the District and issued by a doctor acceptable to or designated by the District.
 - 18) In cases of extended absence, the District may require a written prognosis by a medical doctor as to the anticipated date of return.
 - 19) Employees shall not be entitled to payment for illness or injury caused by wilful conduct, pregnancy or where the employee is compensated for the injury or illness pursuant to the Workplace Safety and Insurance Act.
 - 20) All employees who have accumulated sick leave credits pursuant to Section 1 may use such credits to offset the twenty-five percent (25%) reduction at the rate of one quarter ($\frac{1}{4}$) day credit per day the reduction is to apply.
 - 21) Any employee having sick leave credits accumulated pursuant to Section 1 outstanding at the time of his retirement shall be reimbursed therefore in accordance with Section 1.
 - 22) All permanent full-time employees who have successfully completed half their probation period prior to disability shall be covered by a Long-term Disability Insurance Policy. The District shall pay all premiums and costs of the policy.
 - 23) The said policy shall provide for payment to each employee an amount not less than two thirds ($\frac{2}{3}$) of his basic pay for each working day he is absent from work due to the disability. Such payments shall:
 - (a) be fixed at the above-noted amount;
 - (b) commence upon the one hundred and eightieth (180) day of absence and terminate when the employee reaches age sixty-five (65) or he is able to return to work, whichever is the earliest; and
 - (c) be made in accordance with the terms and conditions of the insurance policy in force from time to time.
- 2) This By-law shall be deemed to have come into force and taken effect on March 1, 1985.
 - 3) Any actions taken by District employees pursuant to and in accordance with this By-law prior to it receiving third [3rd] reading are hereby ratified and confirmed.

READ A FIRST TIME:

READ A SECOND TIME:

THE DISTRICT MUNICIPALITY OF MUSKOKA

BY: _____
Chairman

Clerk

READ A THIRD TIME
AND FINALLY PASSED:

THE DISTRICT MUNICIPALITY OF MUSKOKA

BY: _____
Chairman

Clerk

DISABILITIES BENEFITS SCHEDULE

BENEFIT	Long Term Disability
QUALIFYING PERIOD	One Hundred and Eight (180) Days
MAXIMUM BENEFIT PERIOD	Up to the 65th Birthday
AMOUNT INSURED UNDER THIS POLICY INTEGRATION	The Total Insurance Monthly Income shown below, less Workers' Compensation Benefits and Primary Disability Benefits of the Canada or Quebec Pension Plans
CLASSIFICATION CODE \$3,500	A 66-2/3% of monthly earnings with a maximum benefit of
TERMINATION AGE	Age sixty-five (65) less the qualifying period
GUARANTEED ISSUE LIMIT	\$2,000

DEFINITIONS

Totally Disabled	<p>Due to injury or illness, completely unable to perform the normal daily duties as set out below.</p> <p>For an employee, the normal duties are deemed to be those of any occupation for which the employee is or may become suited by education, training or experience.</p> <p>For a dependent, the normal duties are deemed to be the performance of the regular functions of everyday life.</p>
Disability	<p>The state of being Totally Disabled</p> <p>Two (2) disabilities that are due to the same cause or to a related set of causes are considered to be parts of the same Disability.</p> <p>For an employee, two (2) Disabilities that are due to unrelated causes are considered to be separate Disabilities if they are separated by a return to Full-time work of at least one (1) day. Also, where an employee returns to Full-time work for a continuous period as specified below, any subsequent Disability is considered to be a separate Disability. This period is six months (6) months for the Long Term Disability Benefit and two (2) weeks for all other Benefits.</p> <p>For a Dependent, two (2) Disabilities that are due to unrelated causes are considered to be separate Disabilities if they are separated by a period in which the Dependent is not confined in a health care facility. Also, where a dependent has completely recovered and been free of treatment for at least three (3) consecutive months, any subsequent Disability is considered to be a separate Disability.</p>
Pre-existing Condition	<p>Any illness, defect or injury for which the insured person received medical attention before becoming insured under this Policy.</p>
Actively at Work	<p>At work for the Policyholder or any Associated Company on a Full-time basis at the employee's usual place of work.</p> <p>On weekends or holidays, or when on vacation, an employee is deemed to be Actively at Work if she/he was Actively at Work on his/her last normal working day or on his/her last scheduled shift.</p>

LONG TERM DISABILITY BENEFIT

THE BENEFIT

If a person becomes Totally Disabled while insured for this Benefit and remains Totally Disabled longer than the Qualifying Period, Crown Life will start paying a Monthly Benefit.

This Monthly Benefit will continue for up to the Maximum Benefit Period while the person remains alive and Totally Disabled.

Recurrent Disability

Once Monthly Benefits have become payable for a Disability, Crown Life will waive the Qualifying Period if the Employer has returned to Full-time work and the same Disability recurs within six (6) months. Benefits for all such recurrences of any one (1) Disability will not be paid for a combined period longer than the Maximum Benefit Period. If the same Disability recurs after the employee has been Actively at Work for a full six (6) months, such a recurrence will be considered a separate Disability. In this case, the employee will have to satisfy a new Qualifying Period, and will then be eligible for a new Maximum Benefit Period.

Periods for Which No Benefit is Payable

No Monthly Benefit is payable:

- (a) during any period in which the person is working, except where this work is part of a rehabilitative program approved by Crown Life; or
- (b) during any period in which the person is receiving benefits under a salary continuance or short term wage loss replacement plan; or
- (c) during the remainder of any leave of absence or temporary lay-off in which the person becomes Totally Disabled; or
- (d) during any pregnancy leave of absence required by law or fixed by mutual agreement between the person and her/his Employer; or
- (e) during any period in which the person would be entitled to receive Unemployment Insurance Maternity Benefits if the service requirements for those benefits had been satisfied; or
- (f) during any period in which a Physician is not attending to and providing treatment for the disabled person.

Amount of Monthly Benefit

The amount of the Monthly Benefit is the Amount Insured under this policy when the Disability first [1st] began. This amount is shown in the Disability Benefits Schedule.

Pro Rating

This Monthly Benefit will be reduced, if necessary, so that the combined disability and retirement benefits that the disabled person is eligible to receive from all sources do not exceed eighty-five percent (85%) of the person's pre-Disability Earnings. If the Monthly Benefit is not taxable, it will be further reduced by eighty-five percent (85%) of the income taxes and other deductions normally made from these pre-Disability Earnings.

**Benefit
Calculation
Benefit:**

Crown Life will apply the following rules in determining the amount of Monthly

- (a) benefits from other sources which began before the commencement of Total Disability will be ignored;
- (b) subsequent increases in any benefit, other than cost of living increases, will be taken into consideration and a new Monthly Benefit level may be established;
- (c) benefits payable under personal disability income insurance other than no-fault automobile insurance benefits, will be ignored;
- (d) for benefits payable other than on a monthly basis, a monthly equivalent of such benefit will be estimated by Crown Life; and
- (e) if the person does not apply for a benefit for which she/he is eligible, the amount of such benefit will be estimated by Crown Life and assumed to be paid.

**Payment of Monthly
Benefits**

Monthly Benefit payments will be made monthly in arrears. Any payment for part of a month will be calculated at a daily rate of 1/30th of the Monthly Benefit.

**Waiver of
Premiums**

Premiums required on behalf of any person for this Benefit will be waived during any period for which Monthly Benefits are payable.

Rehabilitation

Crown Life is prepared to work with the disabled person, and his or her/his Physician and Employer in setting up a rehabilitative programme. If the disabled person works as part of this programme, the Monthly Benefit will continue to be paid. However, Benefit payments will be reduced by fifty percent (50%) of any monthly income from this work.

**Disabilities
Not Covered**

No Benefits are payable for any Disability directly or indirectly related to:

- (a) self-inflicted injuries or illnesses, whether the person is sane or insane;
- (b) war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion;
- (c) the committing of or the attempt to commit an assault or criminal offence;
- (d) drug or alcohol addiction if the disabled person is not taking part in a rehabilitative programme approved by Crown Life; or
- (e) Pre-existing Conditions which cause Disability within the first [1st] twelve (12) months of insurance under this Benefit. This exclusion

will not be applied to any condition which has been free of treatment for a period of three (3) consecutive months ending while the disabled person was insured for this Benefit. Also, this exclusion will not apply to an employee who is eligible for the Transfer of Benefits from a Prior Plan.

- (f) Drug or alcohol addiction, for a period of more than twenty-four (24) months of benefit payments.
- (g) Nervous and mental disorders.

SCHEDULE "D"**THE DISTRICT MUNICIPALITY OF MUSKOKA****BY-LAW 92-34****BEING A BY-LAW TO AMEND THE SICK LEAVE BY-LAW**

WHEREAS the District Municipality of Muskoka pursuant to By-law 71-8 established a sick leave plan for employees;

AND WHEREAS it is desirable to amend the said by-law to permit employees to carry over a limited number of unclaimed days for top up purposes while the employee is off work for medical reasons and under the care of a recognized medical practitioner;

THEREFORE, the Council of The District Municipality of Muskoka, ENACTS AS FOLLOWS:

1. THAT by-law 71-8, as amended by By-laws 85-23 and 86-6 shall be and is hereby further amended by the deletion of paragraph 15 and the substitution of the following therefore:
 - "15. (1) Subject to paragraph 19 an employee shall be paid for time off in each calendar year due to illness or injury as follows:
 - (a) For each of the first five (5) working days, 100 percent (100%) of his/her basic pay; and
 - (b) For each of the next 175 working days:
 - i) subject to paragraph (ii), seventy-five (75%) of his/her basic pay; and
 - ii) employees may carryover any unused days at one-hundred percent (100%) basic pay under clause (a) for the purpose of increasing full benefit coverage for short term illness or injury. It is understood that carryover days have no cash value and shall be used before the accumulated sick leave credits pursuant to Section 1;
 - (c) For each day off in excess of 180, nil; and
 - (2) An employee on STD leave that continues into the next calendar year does not requalify for full STD benefits until he/she has made an effective return to work."
2. THAT the schedule of examples attached hereto illustrating applications of the revised paragraph shall be and is hereby designated as Appendix "A" to By-law 71-8 and shall be deemed to be an integral part of the said by-law.
3. THIS by-law shall come into force and take effect on the date it receives third reading.
4. THE provision of this by-law shall not be retroactive.

READ A FIRST TIME:

READ A SECOND TIME:

THE DISTRICT MUNICIPALITY OF MUSKOKA

By _____
Chair

By _____
Clerk

READ A THIRD TIME
AND FINALLY PASSED: _____

THE DISTRICT MUNICIPALITY OF MUSKOKA

By _____
Chair

By _____
Clerk

APPENDIX "A" TO BY-LAW 71-8**Examples of the Application of Paragraph 15**

1. Employee has surgery in October 1992, and returns to work February 1993, and is subsequently off with illness in June 1993:

- Coverage
- i) October to February illness - If not previously used, five (5) days at one hundred percent (100%) balance of sick leave at seventy-five (75%); and
 - ii) June illness - Five (5) days at one hundred percent (100%), balance at seventy-five (75%).

2. i) Employee has two (2) sick days during calendar year:

Coverage Two (2) days at one hundred percent (100%) pay and carryover of three (3) days into the next calendar year;

- ii) Employee in the next calendar year is under the care of a chiropractor for ten (10) working days;

- Coverage
- i) Eight (8) days at one hundred percent (100%) (5 + 3 carryover); and
 - ii) Two (2) days at seventy-five (75%).

3. Employee with twenty (20) accumulated sick leave credits (under By-law 71-8), and with ten (10) carryover days has major surgery in June and is unable to make an effective return to work:

- Coverage
- i) Five (5) days at one hundred percent (100%)
 - ii) Ten (10) carryover days at one hundred percent (100%);
 - iii) Eighty (80) days at one hundred percent (100%) (sick credit under Section 1, 71-8);
 - iv) Eighty-five (85) days at seventy-five (75%); and
 - v) over one hundred and eighty (180) days - long term disability.

LETTER OF AGREEMENT

Between

**THE DISTRICT MUNICIPALITY OF MUSKOKA
PINES CENTRE FOR SENIORS**
[hereinafter referred to as the "Employer"]

And

THE ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Job Sharing

If the parties mutually agree to undertake a job sharing project, they will meet to negotiate the terms and conditions of each job sharing arrangement.

SIGNED AT Orillia, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

Paul H. Reid
510-888-8888
Charmaine Kaye

[Signature]

FOR THE UNION:

Rosemary Fuller
Labour Relations Officer

C. Tyler RN BSN

Sheila Miller RN

LETTER OF UNDERSTANDING

BETWEEN

**DISTRICT MUNICIPALITY OF MUSKOKA
PINES CENTRE FOR SENIORS**
[hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Pre-Paid Leave

If an employee expresses interest in taking a pre-paid leave, the parties hereby agree to jointly explore the concept of a "pre-paid leave" funded solely by the employee through payroll deduction during the life of this Collective Agreement.

SIGNED AT Orillia, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

Gene H. Dery
(Spokesperson)
Charmaine Kaye

A. Miller

FOR THE UNION:

Frankie Pille
Labour Relations Officer
C. Tyner RN Bup.
Sheila Miller RN

LETTER OF UNDERSTANDING

BETWEEN

**DISTRICT MUNICIPALITY OF MUSKOKA
PINES CENTRE FOR SENIORS**
[hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Article 2.02

- (a) Bargaining unit Registered Nurses will work at least four (4) seven and one half (7.5) hour shifts per day, unless there is a reduction in provincial funding (whether as a result of a reduction in census or CMM) such that it is unreasonable to maintain this commitment.
- (b) In the event of a significant change in circumstance that may result in a review of this commitment, the employer agrees to a minimum of ninety (90) days notification if reasonably possible for discussion with the Ontario Nurses' Association local and staff bargaining representatives. A significant change in circumstance is deemed to include a change in status based on Ministry directives or, a significant change in the level of care.
- (c) Any new hires or increased RN hours subsequent to the date of the ratification of the agreement that are in excess of the protected complement will not be subject to article 2.02 in the event that they are laid off. No such grievances alleging a violation of this language will be filed. Should this agreement be terminated, this clause shall nevertheless survive in respect of such new hires hired prior to the date of termination of this agreement.
- (d) It is understood that the Princewaterhouse Coopers Report is an appropriate subject for to be addressed at the Home – Union Committee.

SIGNED AT Orillia, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

Paul H. Berry
(Spokesperson)
Charmaine Kaye RN

P. Mullon

FOR THE UNION:

Kenneth D. Hill
Labour Relations Officer

C. Tyler RN BUP.

Sheila Miller RN

LETTER OF UNDERSTANDING

BETWEEN

**DISTRICT MUNICIPALITY OF MUSKOKA
PINES CENTRE FOR SENIORS**
[hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Missed Lunch Breaks

1. The parties agree that as per Article 16.02 (a) full-time of their collective agreement nurses are scheduled to work 7.5 hours per shift (normal tour) exclusive of one half hour meal period.
2. The parties further agree that following ratification of their collective agreement they will work co-operatively to end the practice of working through rest and meal periods. The parties agree to discuss and develop protocols including but not limited to such matters as:
 - Notifying the employer/supervisor as soon as reasonably possible of the circumstances beyond their control which will compromise their ability to take their lunch break;
 - Adopting alternative arrangements to allow them to take their unpaid meal break, i.e. notifying a designate that they are going on break and giving the designate their phone, etc.
3. Subject to paragraph four, it is understood that should a nurse for reasons beyond her control fail to receive her half hour unpaid meal break, an appropriate remedy would be to pay him/her for all time spent working during the meal at time and one half.
4. Notwithstanding the above it is understood that employees will be available during the meal break.

SIGNED AT Orillia, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

Charmaine Kaye
(Spokes person)
Charmaine Kaye

[Signature]

FOR THE UNION:

[Signature]
Labour Relations Officer

C. Tyler RN BUP.

Sheila Miller RN

LETTER OF UNDERSTANDING

BETWEEN

**DISTRICT MUNICIPALITY OF MUSKOKA
PINES CENTRE FOR SENIORS**
[hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Scheduling Hours Off Over the Weekend

The Employer agrees to continue its practice of scheduling Full-Time Nurses to allow for 64 hours off over the weekend.

The parties further agree that if the employer introduces new scheduling or rotating shifts which would change the above-noted practice they will meet to discuss the change(s) prior to implementation.

SIGNED AT Orillia, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

FOR THE UNION:

Lucy H. Riley
(Spokesperson)
Charmaine Kaye, SOC

Joan Griffiths
Labour Relations Officer

C. Taylor RN BAP.

J. Miller

Sheila Miller RN

MEMORANDUM OF AGREEMENT

BETWEEN

DISTRICT MUNICIPALITY OF MUSKOKA - PINES CENTRE FOR SENIORS
[hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Pay Equity Agreement

This Pay Equity Agreement applies to all employees represented by the Union employed by the Employer.

The parties agree that the classifications in the Collective Agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The adjustments in the Memorandum of Settlement dated May 9, 2001, resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

For further clarification, in the event of a dispute, it is the intention of the parties that an Interest Arbitration Board would not constitute itself as an equivalent to the Pay Equity Tribunal, neither would it conduct an inquiry into matters as if it were a Pay Equity Tribunal, but rather the Arbitration Board would conduct itself in its usual manner in dealing with such issues.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classifications" clause of the Collective Agreements.

The parties agree that this Agreement satisfies any and all requirements of the Pay Equity Act.

SIGNED AT Ottawa, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

FOR THE UNION:

David H. Berry
(Speaks for Sr.)
Charmaine Kaye BOC

Isabella Bonelli
Labour Relations Officer

C. Tyner RN BNP.

Sheila Miller RN

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

**DISTRICT MUNICIPALITY OF MUSKOKA
PINES CENTRE FOR SENIORS**
[hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Supernumerary Positions

The local parties may meet to discuss the implementation of any supernumerary positions that may be funded by the Ministry of Health and Long Term Care.

SIGNED AT Orillia, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

Lynette Beris
(spokes person)
Charmaine Kaye SAC

[Signature]

FOR THE UNION:

Rosanne Smith
Labour Relations Officer

C. Tyler RN BUP.

Sheila Miller RN

LETTER OF UNDERSTANDING

BETWEEN

**DISTRICT MUNICIPALITY OF MUSKOKA
PINES CENTRE FOR SENIORS**
[hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Retention and Recruitment

The parties agree to meet within sixty (60) days of ratification in Labour/Management to discuss retention and recruitment issues including innovative and flexible scheduling.

SIGNED AT Orillia, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

FOR THE UNION:

June D. Kelly
Spoke person
Charmaine Kaye GC

Lesley Smith
Labour Relations Officer

C. Tyner RN BWP

[Signature]

Sheila Millen RN

LETTER OF UNDERSTANDING

BETWEEN

**DISTRICT MUNICIPALITY OF MUSKOKA
PINES CENTRE FOR SENIORS**
[hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Part-Time and Full-Time Merged Collective Agreements

The Union will prepare a draft merged Collective Agreement within sixty (60) days of the signing of the Memorandum of Settlement. The parties will review for accuracy within thirty (30) days. Time limits can be extended by mutual agreement which agreement will not be unreasonably withheld.

SIGNED AT Ottawa, ONTARIO, THIS 25 DAY OF Ottawa, 2010.

FOR THE EMPLOYER:

FOR THE UNION:

Laura H. Perry
(spokes person)
Charmaine Kye

Frank Smith
Labour Relations Officer

C. Tyner RN BCP.

Sheila Miller RN

A. Miller

LETTER OF UNDERSTANDING

BETWEEN

**DISTRICT MUNICIPALITY OF MUSKOKA
PINES CENTRE FOR SENIORS**
[hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: By-Laws

The parties understand and agree that should the by-laws respecting benefits incorporated by reference into the collective agreement be in conflict with the provisions of any applicable legislation and the express provisions of the collective agreement, the provisions of the legislation and the collective agreement will take precedence.

SIGNED AT Orillia, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

FOR THE UNION:

Paul A. Reid
Spokes person
Chorman/Kyle doc

Kevin Dille
Labour Relations Officer

C. Tyner RN Bup.

[Signature]

Sheila Miller RN

LETTER OF UNDERSTANDING

BETWEEN

**DISTRICT MUNICIPALITY OF MUSKOKA
PINES CENTRE FOR SENIORS**
[hereinafter referred to as the "Employer"]

AND

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: "Special Responsibility Adjustment" - Collective Agreement April 1, 2008 – March 31, 2011

Wages and Special Responsibility Adjustment

2.25 % across the grid plus an additional special RN adjustment applied to the rate as follows:

Effective April 1, 2008

Start	an additional \$0.27
Yr. 1	an additional \$0.27
Yr. 2	an additional \$0.28
Yr. 3	an additional \$0.29
Yr. 4	an additional \$0.31
Yr. 5	an additional \$0.32
Yr. 6	an additional \$0.34
Yr. 7	an additional \$0.36
Yr. 8	an additional \$0.38
25 Yr.	an additional \$0.39

2% across the grid plus an additional special RN adjustment applied to rate as follows:

Effective April 1, 2009

Start	an additional \$0.28
Yr. 1	an additional \$0.28
Yr. 2	an additional \$0.29
Yr. 3	an additional \$0.30
Yr. 4	an additional \$0.31
Yr. 5	an additional \$0.33
Yr. 6	an additional \$0.35
Yr. 7	an additional \$0.37
Yr. 8	an additional \$0.39
25 Yr.	an additional \$0.40

2 % across the grid plus an additional special RN adjustment applied to rate as follows:

Effective April 1, 2010

Start	an additional \$0.29
Yr. 1	an additional \$0.29
Yr. 2	an additional \$0.29
Yr. 3	an additional \$0.31
Yr. 4	an additional \$0.32
Yr. 5	an additional \$0.34
Yr. 6	an additional \$0.36
Yr. 7	an additional \$0.37
Yr. 8	an additional \$0.40
25 Yr.	an additional \$0.42

Plus effective April 1, 2008, and once again effective April 1, 2009 a special responsibility adjustment *not to base* equivalent to 1.5% of 2008 ONA payroll to be distributed on the basis of hours worked and place on the grid in 2008 as follows:

Start	an additional \$0.36
Yr. 1	an additional \$0.37
Yr. 2	an additional \$0.40
Yr. 3	an additional \$0.42
Yr. 4	an additional \$0.43
Yr. 5	an additional \$0.46
Yr. 6	an additional \$0.49
Yr. 7	an additional \$0.52
Yr. 8	an additional \$0.55

Examples:

RN A worked 1000 hrs in calendar year 2008 and is at Step 8 in 2008

April 2008 responsibility adjustment lump sum = 1000 hrs worked x .55 =	
\$550.00	
April 2009	
\$550.00	
Total lump sum paid	
\$1100.00	

RN B worked 1700 hrs in calendar year 2008 and is at Step 8 in 2008

April 2008	= 1700 hrs worked x .55 = \$935.00
April 2009	= \$935.00
Total lump sum paid	= \$1870.00

RN C worked 900 hrs in calendar year 2008 and in 2008 was at Step 2

April 2008	= 900 hrs worked x .40 = \$360.00
April 2009	= \$360.00
Total lump sum paid	= \$720.00

SIGNED AT Orillia, ONTARIO, THIS 25 DAY OF October, 2010.

FOR THE EMPLOYER:

Charnice Kaye

J. Millon

Samuel H. Reis
(spokes person)

FOR THE UNION:

Robert Smith
Labour Relations Officer

C. Tyler RN BUP.

Sheila Millen RN
