

**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, 2020**

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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 not 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 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 registration 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 17.
- 2.05 A part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 17.
- 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 20.03.

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 for 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 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, outbreak 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 parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree that such incidents will not be condoned. Any employee who has been subjected to such incident shall report this to a supervisor. The Employer will take every precaution reasonable in the circumstances for the protection of the worker.

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 Program

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 ensure 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 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. 2 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**

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 Home-Union Committee within fifteen (15) days of the alleged improper assignment. The Chair of the Home-Union Committee shall convene a meeting of the Home-Union 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.

The Employer may provide a written response to the Union, with a copy to the ONA representative within ten (10) calendar days.

Prior to the complaint being forwarded to an Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.

At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.

- iii) Failing settlement of the complaint within fifteen (15) calendar days of the meeting of the Home-Union 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 independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from 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 chosen 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 parties will reconvene to select an alternate independent Registered Nurse 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) When necessary, the parties will meet for the purpose of agreeing on a list of Independent Assessment Committee Chairpersons who shall be respected professionals in the nursing field.

## **ARTICLE 12 – ORIENTATION AND IN-SERVICE**

- 12.01 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.
- 12.02 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.
- 12.03 Employees recalled from lay-off under Article 14.09 and employees, whose probationary period has been extended under Article 14.01, may be provided any orientation determined necessary by the Employer. A request by such an employee for orientation shall not be unreasonably denied.
- 12.04 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.
- 12.05 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 13 – ACCESS TO FILES**

13.01 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.

13.02 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 14 - SENIORITY**

14.01 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.

14.02 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.

14.03 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.

14.04 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 15.03 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.

14.05

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 14.01;
- (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 [1<sup>st</sup>] 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.

14.06

An employee who does not qualify to accumulate seniority under Article 14.05 shall maintain her/his existing seniority, unless and until she/he loses same pursuant to Article 14.07.

14.07

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.

14.08

- (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 14.08 (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.
- 14.09
- (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.
- 14.10
- Grievances concerning lay-offs and recalls shall be initiated at Step No. 2 of the Grievance Procedure.
- 14.11
- 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.
- 14.12
- (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 15 - LEAVES OF ABSENCE**

### 15.01 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.

- 15.02 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.

### 15.03 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.

### 15.04 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.

### ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses'

Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

#### 15.05 Pregnancy and Parental Leave

- (a) Pregnancy/Parental 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/parental 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 completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental 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 parental 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 parental 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 completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental 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.

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.

Where an employee elects to receive parental leave benefits pursuant to Section 12 (3) (b) (ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12 (3) (b) (i) of the Employment Insurance Act.

- (e) The above applies for male employees for parental 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 [1<sup>st</sup>] time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.

#### 15.06 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. Effective April 1, 2012, four (4) days with pay shall be granted for spouse or child.

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.

15.07 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 16 - SICK LEAVE & LTD**

**FULL-TIME ONLY**

- 16.01 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.
- 16.02 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 15<sup>th</sup> of each year thereafter, the Employer will notify each employee of the amount of the unused sick leave standing to her/his credit.
- 16.03 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.
- 16.04 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.

- 16.05 Employees will pay twenty-five percent (25%) of the total premium for the Long Term Disability Plan found in Schedule "C" and such will be deducted from the employees pay cheque.

The Employer shall provide each employee and the Union with an Information Booklet available from the carrier outlining the details of the LTD Plan.

The Employer may substitute another carrier for the LTD Plan 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 for the LTD Plan and will provide the details of the plan to ensure that benefits are not decreased.

- 16.06 An employee shall apply for Employment Insurance sick leave for weeks two (2) through sixteen (16) of any personal illness or injury. The Employer will top up these benefits to seventy-five percent (75%) of straight time wages. In the event the employee does not qualify for Employment Insurance Sick Leave Benefits by reason of lack of adequate contributions, she shall receive sick pay as per 16.01. To ensure an uninterrupted flow of earnings, the Employer will pay the employee the full seventy-five percent (75%) if the Employment Insurance payment is delayed and the employee will subsequently reimburse the Employer with the amount received from Employment Insurance.

## **ARTICLE 17 - HOURS OF WORK**

- 17.01 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.

- 17.02 (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.

- 17.03 **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 15<sup>th</sup> and January 15<sup>th</sup> 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 24<sup>th</sup>, December 25<sup>th</sup>, December 26<sup>th</sup> or December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup> will be included in the five (5) days off.
  - (f) Every second [2<sup>nd</sup>] 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 15<sup>th</sup> and January 15<sup>th</sup> 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 24<sup>th</sup>, December 25<sup>th</sup>, December 26<sup>th</sup> or December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup> 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.

17.04

(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 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.

(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.

17.05 Subject to Article 18.03, 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.

17.06 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.

17.07 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.

17.08 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 (1<sup>st</sup>) shift following the change.

17.09 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 18 - PREMIUM PAY**

18.01 If an employee is authorized to work in excess of the hours referred to in Article 17.02, 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 12.05, 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.

- 18.02 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.
- 18.03 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.
- 18.04 An employee shall be paid a shift premium per hour for each hour worked outside the normal hours of the day shift.
- Tour differentials will not form part of the employee's straight time hourly rate.
- Effective April 1, 2019, the evening premium will increase to two dollars and fifteen cents (\$2.15) per hour.
- Effective April 1, 2019, the night premium will increase to two dollars and thirty-five cents (\$2.35) per hour.
- Effective April 1, 2019, the weekend premium shall increase to two dollars and forty cents (\$2.40) per hour.
- 18.05 (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) Effective April 1, 2019, an employee designated to be in charge shall receive one dollar and eighty cents (\$1.80) per hour in addition to her/his regular salary and applicable premium allowance. 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 19 - WELFARE BENEFITS**

- 19.01 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) Extended Health Care (including 10/20 deductible, drug plan, semi-private, hearing aids and vision care);

Effective April 1, 2019, the Employer will pay one-hundred percent (100%) of the premium for Extended Health Care and Vision Care. The Vision Care expenses will be reimbursed up to four-hundred and fifty (\$450.00) dollars per person in a twenty-four (24) month period with the ability to use coverage for laser surgery. Additionally, the vision care plan provides for the cost of one (1) eye exam per twenty-four (24) month period, to a maximum of one-hundred (\$100.00) dollars per exam.

- (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. Coverage reimbursement amounts will be based on the current O.D.A. fee schedule (effective April 1, 2019).
- (e) Notwithstanding the above, full-time employees who continue to be employed past the age of sixty-five (65), will have their life insurance benefit reduced by fifty percent (50%). At age seventy (70), an employee's benefits will cease and an employee will receive amount of in-lieu of benefits set out in Schedule "A".

19.02 The Pension Plan established under the Ontario Municipal Employees Retirement System Act shall be adopted by the Union and the Employer.

19.03 The Employer shall continue to pay the premiums for Benefit Plans as outlined in Article 19.01 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.

19.04 (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 19.01 and 19.02.

- (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.

19.05 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 20 - VACATIONS**

20.01 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 [1<sup>st</sup>] 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 1<sup>st</sup> and be completed on the following May 31<sup>st</sup>.

20.02 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 eleven (11) 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 full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks pay.

20.03 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.

20.04 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.

- 20.05 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.

20.06 FULL-TIME

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

20.06 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.

20.07 (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.

20.08 In each of her 25<sup>th</sup>, 30<sup>th</sup> and 35<sup>th</sup> 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 21 - PAID HOLIDAYS**

21.01 The Employer shall recognize the following paid holidays:

New Year's Day (Jan. 1 <sup>st</sup> )	Thanksgiving Day
Good Friday	Christmas Day (Dec. 25 <sup>th</sup> )
Victoria Day	Boxing Day (Dec. 26 <sup>th</sup> )
Canada Day (Jul. 1 <sup>st</sup> )	Float Holiday
Civic Holiday	3 <sup>rd</sup> Monday in February (Family Day)
Labour 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.

21.02 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 21.02 (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.

21.03 FULL-TIME

Subject to Article 21.02,

- (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.

21.04 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 18.03.

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 17.02.

21.05 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.

- 21.06 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 22 - MISCELLANEOUS**

- 22.01 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.
- 22.02 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.
- 22.03 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.
- 22.04 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.
- 22.05 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.
- 22.06 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. 2 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.
- 22.07 The parties agree that influenza vaccination may be beneficial for patients and nurses. Upon a recommendation pertaining to a facility or a specifically

designated area(s) from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza. The Employer will endeavour to offer vaccinations during a nurse's working hours.
- (b) Alternatively, nurses may be required to follow other measures.
- (c) If the full cost of the vaccine or other measures are not covered by some other source, the Employer will pay the cost.
- (d) A nurse may refuse to take required medication or vaccination. If so, 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.
- (e) If the employee gets sick as a reaction to the drug and applies for WSIB, the Employer will not oppose the application.
- (f) 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 23 - COMPENSATION**

23.01 Effective April 1, 2018, 1.4% general increase for all classifications.

Effective April 1, 2019, 1.75% general increase for all classifications.

23.02 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.

23.03 **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.

23.04 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.

23.05 Retroactivity

Unless otherwise stated, all articles contained herein shall take effect on April 1, 2018.

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 eight (8) weeks following ratification, and if so paid, shall not bear interest. Retroactivity paid later than a eight (8) 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 24 - TERM OF AGREEMENT**

- 24.01 This Agreement shall become effective April 1, 2018 and shall continue in full force and effect up to and including March 31, 2020 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party.
- 24.02 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.
- 24.03 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 Bracebridge, ONTARIO, THIS 24<sup>th</sup> DAY OF May, 2019.

FOR THE EMPLOYER:

A Back  
Amy Back, District Clerk

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

Scott Sawyer  
Labour Relations Officer

U. D'Amico LRO

Uebi Menna  
\_\_\_\_\_  
\_\_\_\_\_

The above signatures shall also serve as agreement and approval of any and all Letter(s) of Understanding also attached herein.

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

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.39
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.62
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.52
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57

For clarity, this compensation schedule includes the negotiated general increase(s) referenced in Article 23.01.

**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"****THE DISTRICT OF MUNICIPALITY OF MUSKOKA****BY-LAW 71-8****BEING A BY-LAW TO ESTABLISH A PLAN OF  
SICK LEAVE CREDIT GRATUITIES FOR EMPLOYEES**

The District Council of the District Municipality of Muskoka Enacts as follows:

1. In this by-law:
  - (a) "Employee" means any salaried officer, clerk, workman, servant or other person in the employ of the municipality for a period of at least one month.
  - (b) "Month" shall mean a calendar month.
  - (c) "Regular Attendance" means for any month the attendance of an employee at his duties on the days and during the hours for which his attendance is required during that month, according to the terms of his employment, subject to the proviso that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave, or who is absent for more than six (6) days for any reason other than vacation leave of absence.
  - (d) "Personnel Committee" means the Committee as designated by Council.
  - (e) "Sick Leave Absence" means absence from regular attendance by sickness or other physical incapacity.
  - (f) "Sick Leave Credit" means an allowance as provided by this by-law for sick leave absence with pay.
  - (g) "Council" means the Council of the Corporation of the District Municipality of Muskoka.
  - (h) The masculine pronoun wherever used includes female employees unless the context indicates otherwise.
  - (i) "Retirement" means normal or disabled retirement as set out in the regulation made under the *Ontario Municipal Employees Retirement System Act*.
2.
  - (a) A plan of sick leave credit gratuities is hereby established for every employee and subject to the control of Council, the management of the plan shall be vested in a Registrar who shall be such employee of the Corporation as the Personnel Committee may designate as the Registrar.
  - (b) The Personnel Committee shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan including the power to allow or disallow any sick leave credit or sick leave absence for any employee;



provided, however, that the disallowance by the Registrar of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.

- (c) The Registrar shall provide and keep a register in which all sick leave credits and sick leave absences for every employee shall be recorded so that the register will show the net sick leave credit of every employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credit and shall report annually to each employee the status of his sick leave credit account.
3. (a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of one and one-half (1-1/2) days per month, and the sick leave credit of an employee shall be cumulative to a maximum of 260 days.
    - (b) Where an employee has been employed for more than one year, Council may allow him sick leave absence for not more than thirty days at any one time in excess of his accumulated sick leave credit as recorded in the register, provided that such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled.
    - (c) Where an employee is absent due to an accident and is in receipt of workmen's compensation and requests the municipality to make up the difference between the amount of workmen's compensation being paid and his total salary, if the municipality complies with his request, then each day he is absent shall be charged against his sick leave credit.
  4. (a) An employee shall report his illness during the first day on which such employee is absent from work.
    - (b) Upon return to work of an employee, where the absence has been in excess of three days at one time, or less if requested by the Personnel Committee, a physician's certificate must also be completed as soon as practicable.
    - (c) The physician's certificate is required if the claim of any employee is for a day immediately preceding or succeeding a Sunday, a public holiday or vacation leave.
  5. (a) Wherever, in the opinion of an employee, the Registrar does not make an entry in regard to his sick leave credit in accordance with the terms of this by-law, such employee, within 7 days of the date of mailing or delivery to him of notice of the action of the Registrar, may file with the Personnel Committee written notice of appeal.
    - (b) The decision of the Personnel Committee in respect to any appeal shall be reported to Council and the Registrar shall record the decision of Council in the register.
  6. The Registrar shall report monthly to Council all sick leave absences.
  7. Upon retirement, an employee having more than ten years' service with the municipality, shall be paid an amount computed on the basis of his pay at the date of retirement from the employ of the municipality for a period equal to fifty percent (50%) of the value of his credits or fraction thereof, but the amount shall not exceed six (6) months pay.

8. Where an employee of a municipality or local board which has established a sick leave credit plan under this or any other general or special Act becomes an employee of this municipality, this municipality shall place to the credit of the employee sick leave credits standing to the credit of the employee in the place of the first-mentioned municipality, provided that the amount of such sick leave credits so placed shall not exceed the amount of cumulative sick leave credits permitted under the plan to which the credits are placed.
9. The provisions of this by-law extend to all employees without exclusion of any person, persons or classifications of employee other than those temporarily engaged.
10. Any employee discharged by Council for cause shall lose or forfeit all benefits under this by-law.
11. This by-law shall become effective on the 1<sup>st</sup> day of January, 1971.

FIRST READING: April 5<sup>th</sup>, 1971

SECOND READING: April 5<sup>th</sup>, 1971

THIRD READING: April 19<sup>th</sup>, 1971

THE DISTRICT MUNICIPALITY OF MUSKOKA

**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 and paragraph 45 of Section 208 of the Municipal Act R.S.O. 1980, c. 302, as amended, 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 [1<sup>st</sup>] 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 [1<sup>st</sup>] 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 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: April 1, 1985

READ A SECOND TIME: April 1, 1985

READ A THIRD TIME  
AND FINALLY PASSED: April 1, 1985

THE DISTRICT MUNICIPALITY OF MUSKOKA

**THE DISTRICT OF MUNICIPALITY OF MUSKOKA**

**BY-LAW 86-6**

**A BY-LAW TO AMEND BY-LAW 71-8**

WHEREAS it is necessary to amend paragraph 12(c) of Section 2 of by-law 71-8, as amended by by-law 85-23;

THEREFORE the council of the District Municipality of Muskoka enacts as follows:

1. THAT paragraph 12(c) of Section 2 of by-law 71-8, as amended by by-law 85-23 be amended to read as follows:  
  
     “12(c) “employee” means any person who has been in the employ of the District on a permanent full-time basis for 3 months.”
2. THIS by-law shall be deemed to have come into force and taken effect on March 1, 1985.
3. ANY and all actions taken by the District pursuant to the said by-law in accordance with the amendment herein prior to the date of this reading of this by-law are hereby ratified and confirmed.

READ A FIRST TIME:       January 6, 1986

READ A SECOND TIME:     January 6, 1986

READ A THIRD TIME  
AND FINALLY PASSED:     January 6, 1986

**THE DISTRICT MUNICIPALITY OF MUSKOKA**

**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: May 4, 1992

READ A SECOND TIME: May 4, 1992

READ A THIRD TIME  
AND FINALLY PASSED: May 4, 1992

THE DISTRICT MUNICIPALITY OF MUSKOKA



**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.

**SCHEDULE "C"****DISABILITY BENEFITS SCHEDULE****LONG TERM DISABILTY BENEFITS SCHEDULE – THE PINES ONA**

BENEFIT	Long Term Disability
QUALIFYING PERIOD	One Hundred and Eighty (180) working Days
MAXIMUM BENEFIT PERIOD	Up to the 65th Birthday
AMOUNT INSURED UNDER THIS POLICY INTEGRATION	The Total Insurance Monthly Benefit showed below, less Workers' Compensation Benefits and Primary Disability Benefits of the Canada or Quebec Pension Plans up to an all source maximum of 85% of the employee's inflation-indexed pre-disability earnings.
MONTHLY BENEFIT	66.67% of monthly earnings to a maximum benefit of \$4,000.
TERMINATION AGE	Age sixty-five (65) less the qualifying period

**DEFINITIONS**

Totally Disabled	A sickness or accidental injury which requires the care of a physician and prevents the employee from performing any gainful occupation which the employee may become reasonably qualified for by training, education or experience and which will enable the employee to earn at least 66 2/3% of his or her inflation-indexed pre-disability earnings.
Recurrent Disability	<p>If an employee who has satisfied some but not all of the benefit payment qualifying period returns to work for a continuous period of 30 days or less and then again becomes disabled as a result of the same sickness or injury, the later period of disability will be a continuation of the previous disability.</p> <p>If an employee who has received LTD benefits returns to work for a period of 180 days or less and becomes disabled as a result of the same sickness or injury, the later disability will be a continuation of the previous disability.</p>
Pre-existing Condition	No benefits will be payable for a condition, where the employee was treated by a physician or took prescription drugs during the 90 day period prior to the effective date of the LTD insurance until the employee has performed all full time duties of his or her regular occupation for 12 months after the effective date of the LTD insurance.
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	<p>If a person becomes Totally Disabled while insured for this Benefit and remains Totally Disabled longer than the Qualifying Period, the LTD Plan Carrier will start paying a Monthly Benefit.</p> <p>This Monthly Benefit will continue for up to the Maximum Benefit Period while the person remains alive and Totally Disabled.</p>
Recurrent Disability	<p>Once Monthly Benefits have become payable for a Disability, the LTD Plan Carrier 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.</p>
Periods for Which No Benefit is Payable	<p>No Monthly Benefit is payable:</p> <ul style="list-style-type: none"> <li>(a) during any period in which the person is working, except where this work is part of a rehabilitative program approved by the LTD Plan Carrier; or</li> <li>(b) During any period in which the person is receiving benefits under a salary continuance or short term wage loss replacement plan; or</li> <li>(c) During the remainder of any leave of absence or temporary lay-off in which the person becomes Totally Disabled; or</li> <li>(d) During any pregnancy leave of absence required by law or fixed by mutual agreement between the person and her/his Employer; or</li> <li>(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</li> <li>(f) During any period in which a Physician is not attending to and providing treatment for the disabled person.</li> </ul>
Amount of Monthly Benefit	<p>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.</p>
Pro Rating	<p>This Monthly Benefit will be reduced, if necessary, so that the combined income the disabled person is eligible to receive from all sources does not exceed eighty-five percent (85%) of the person's pre-Disability Earnings.</p>

Benefit Calculation	<p>The monthly benefit is taxable.</p> <p>The LTD Plan Carrier will reduce the monthly benefit by:</p> <ol style="list-style-type: none"> <li>1. The Canada Pension Plan or Quebec Pension plan (primary income benefits only) and benefits under any Worker's Compensation Act</li> <li>2. An amount by which the employee's income exceeds the all source maximum.</li> </ol>
Payment of Monthly Benefits	<p>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.</p>
Waiver of Premiums	<p>Premiums required on behalf of any person for this Benefit will be waived during any period for which Monthly Benefits are payable.</p>
Rehabilitation	<p>The LTD Plan Carrier is prepared to work with the disabled person, and his or her/his Physician and Employer in setting up a rehabilitative programme for a maximum of 24 months. If the disabled person works as part of this programme, the Monthly Benefit will continue to be paid. The monthly benefit will be reduced by the amount the employee's income exceeds the all source limit the amount plus 100% of the employee's monthly earnings under the rehabilitation programme which exceeds 100% of the employee's monthly pre-disability earnings.</p>
Disabilities Not Covered	<p>No Benefits are payable for any Disability directly or indirectly related to:</p> <ol style="list-style-type: none"> <li>(a) Self-inflicted injuries or illnesses, whether the person is sane or insane;</li> <li>(b) Any act related to insurrection or war or participation in a riot;</li> <li>(c) The committing of or the attempt to commit any criminal offence including an offence related to driving a vehicle while under the influence of alcohol;</li> <li>(d) Disability due to chronic use of alcohol, drugs or any hallucinogen unless the employee is under active treatment and is participating in a medically supervised rehabilitation programme for a maximum of 12 months.</li> <li>(e) A condition, where the employee was treated by a physician or took prescription drugs during the 90 day period prior to the effective date of the LTD insurance until the employee has performed all full time duties of his or her regular occupation for 12 months after the effective date of the LTD insurance.</li> </ol> <p>No benefits are payable for any period:</p>

- (a) An employee is in prison.
- (b) An employee is on a formal leave of absence.

**LETTER OF UNDERSTANDING**

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

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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.

**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

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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.



**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 Bargaining Unit RN Hours of Work

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- (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 and/or CMI) 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 RN hours that are in excess of the protected complement set out in (a) above will not be subject to article 2.02 in the event that they are subsequently reduced. No such grievances alleging a violation of this language will be filed.

**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

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1. The parties agree that as per Article 17.02 (a) 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 they will work co-operatively to end the practice of working through rest and meal periods, should such practice be occurring. 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 for emergencies during the meal break.

**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

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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.