

**WORKING AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK**



**AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905
(YORK REGION LONG TERM CARE UNIT)**



DURATION: APRIL 1, 2001 – MARCH 31, 2004

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 - April 1, 200187
 - April 1, 200290
 - April 1, 200393
- SCHEDULE "2"
 - April 1, 200189
 - April 1, 200292
 - April 1, 200395
- SCHEDULE "3" 96

ARTICLE 1 - DEFINITIONS

1.1 DEFINITION OF EMPLOYER

"Employer" means The Regional Municipality of York

1.2 DEFINITION OF DEPARTMENT HEAD

'Department Head' means a person who has administrative responsibility for a Department and shall include the Chief Administrative Officer, the Commissioners of Corporate and Legal Services; Finance; Health Services and Medical Officer of Health; Planning and Development Services; Social Services; and Transportation and Works; and Deputy or Associate Department Heads.

1.3 DEFINITION OF BRANCH HEAD

"Branch Head" means a person reporting directly to a Department Head, and includes "Division Head".

1.4 DEFINITION OF EMPLOYEE

'Employee' means a person hired by the Employer for a position within the bargaining unit.

1.5 DEFINITION OF PERMANENT FULL-TIME EMPLOYEE

'Permanent Full-Time Employee' means an employee engaged to fill a permanent position for an indefinite period, and regularly working 30 hours or more per week.

1.6 DEFINITION OF PERMANENT PART-TIME EMPLOYEE

'Permanent-Part-Time Employee' means an employee engaged to fill a part-time position for an indefinite period, and regularly working less than thirty (30) hours per week.

1.7 DEFINITION OF TEMPORARY FULL-TIME EMPLOYEE

"Temporary Full-Time Employee" means an employee engaged for a period of up to six months to fill a temporary full-time position or permanent full-time position and working such regular hours as constitutes a full work week in accordance with the attached Schedules 1 and 2. It is understood that employees whose assignment has exceeded six (6) months in a twelve-month period will be considered "permanent full-time" employees and will be entitled to be credited with seniority to date of hire.

1.8 DEFINITION OF TEMPORARY PART-TIME EMPLOYEE

"Temporary Part-Time Employee" means an employee engaged to fill a temporary part-time position or a permanent part-time position for a period of six months or less and regularly working less than thirty (30) hours per week. It is understood that employees whose assignment has exceeded six (6) months in a twelve-month period will be

considered "permanent part-time" employees and will be entitled to be credited with seniority to date of hire.

1.9 DEFINITION OF TEMPORARY POSITION

A "temporary position" means a position of six (6) months duration or less, with the exception of temporary assignments to cover pregnancy and/or parental leaves. Any extension of a temporary position must be mutually agreed upon in writing between the Employer and the Union.

1.10 DEFINITION OF CASUAL EMPLOYEE

"Casual Employee" means an employee engaged to work at irregular intervals on an "as needed" basis or for temporary relief periods of up to four (4) weeks to cover illness, vacation or other unplanned absence. Casual employees have the option of accepting or declining such work assignments at the time the assignments are offered, it being understood that a Casual employee who refuses to work all offered shifts within a three (3) month period for reasons other than illness, injury or approved leave of absence shall be deemed to have quit his or her employment. In determining the rights of Casuals reference shall also be made to the "Casual Letter of Intent".

1.11 DEFINITION OF STUDENT EMPLOYEE(S)

- a) Student employees may be hired into existing classifications at any time throughout the year. However, Bargaining Unit employees shall not suffer a reduction of hours as a result of hiring student employees.
- b) Vacancies will be posted. The posting may be for multiple openings of different classifications. Subsequent vacancies resulting from students leaving during their term of employment will be filled from the initial competition.

Co-op vacancies, are exempt from posting requirements. Existing practices which do not conform to the foregoing shall not be considered a violation of this agreement. Co-op positions will not exceed eight (8) consecutive months.
- c) Student employees shall become Union members and shall pay Union dues, but shall not accumulate seniority, earn sick leave credits, or be covered by the Employer's Insurable Benefits Plan (except for Group Life Coverage). Student employees shall be paid wages based on Schedule 3 and vacation pay in accordance with the Employment Standards Act. Student employees are covered by all other terms and conditions of the collective agreement unless otherwise specified.
- d) Student employees are individuals enrolled in high school, community college or university on a full-time basis. Student employees hired to assist in nursing functions shall be titled Assistant Health Care Aides and such students must be enrolled in a recognized health care program. "Enrollment" is defined as having completed full-time attendance immediately prior to employment and being enrolled on a full-time basis in a relevant course of study for the following school term (except for final term co-op students).

1.12 DEFINITION OF EMPLOYMENT STATUS

'Employment Status' refers to an employee's status as a permanent full-time, permanent part-time, temporary full-time, temporary part-time, casual or student employee.

1.13 ABBREVIATIONS

The following abbreviations in this collective agreement are defined as:

PFT - Permanent Full-Time Employee
PPT - Permanent Part-Time Employee
TFT - Temporary Full-Time Employee
TPT - Temporary Part-Time Employee
C - Casual Employee
S - Student Employee

Where any article in this agreement is marked with one or more of the above abbreviations, the article applies only to that status of employees so indicated. Where the article is not marked by any abbreviation, it is intended to be applicable to all employees of the bargaining unit.

1.14 DEFINITION OF PROBATIONARY EMPLOYEES

"Probationary Employee" means an employee serving the first seven hundred and thirty-five (735) hours of employment.

1.15 DEFINITION OF PROBATIONARY PERIOD

'Probationary Period' means the first seven hundred and thirty-five (735) hours worked by an employee for the Employer.

1.16 DEFINITION OF TRIAL PERIOD

"Trial Period" means the first six hundred (600) hours in a new position as set out in Article 13.10.

1.17 DEFINITION OF CLASSIFICATION

'Classification' means any group of jobs which share the same title and wage schedule, and which perform duties of a similar or identical nature.

1.18 DEFINITION OF POSITION

"Position" means a job within an existing classification as defined in this agreement.

1.19 DEFINITION OF IMMEDIATE FAMILY

"Immediate Family" includes an employee's spouse; and the parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and former guardian; of an employee or his/her spouse. Spouse (including common-law

spouse), is as defined in the Family Law Act S. of O. 1986 (Part III, Art. 29), as up-dated from time to time.

1.20 DEFINITION OF DAY SHIFT

"Day Shift" means a shift (including any twelve (12) hour shift) in which the major portion of hours worked is between 8 a.m. and 4 p.m.

1.21 DEFINITION OF EVENING SHIFT

"Evening Shift" means a shift in which the major portion of hours worked is between 4 p.m. and 12 midnight.

1.22 DEFINITION OF NIGHT SHIFT

"Night Shift" means a shift (including any twelve (12) hour shift) in which the major portion of hours worked is between 12 midnight and 8 a.m.

ARTICLE 2 - RECOGNITION & APPLICATION

2.1 RECOGNITION OF UNION (YORK REGION LONG TERM CARE UNIT)

The Employer recognizes the Canadian Union of Public Employees and its Local 905 (York Region Long Term Care Unit) as the sole bargaining agent for collective bargaining purposes for the group of employees, including students, employed by the Regional Municipality of York who occupy the positions set forth in the attached Schedules annexed hereto and forming part of this agreement, within the Long Term Care Services Division of the Health Services Department.

2.2 NEW CLASSIFICATIONS

Regarding any newly established classification which, in the opinion of either party, should be included or excluded from the bargaining unit, the question as to its inclusion or exclusion shall be determined by mutual agreement or failing agreement, by reference to the Grievance Procedure.

2.3 MANAGEMENT RIGHTS

The Union recognizes the right of the Employer, except as in this agreement specifically provided, to have and exercise all of the customary functions of an Employer as follows:

- a) Maintain order; make and alter from time to time, reasonable rules and regulations, provided that they are posted and the Union is provided with a copy;
- b) Hire, promote and reclassify (subject to the provisions of Article 13, Hirings, Promotions, Transfers & Staff Changes); discharge, suspend or discipline (subject to the provisions of Article 30, Discharge, Suspension & Discipline);

- c) Operate and manage its operations in accordance with its commitments and responsibilities; decide on the number of employees needed in any classification (subject to the provisions of Articles 13, Hirings, Promotions, Transfers & Staff Changes and Article 14 Lay-off and Recall); determine the location of its operations; relocate its employees to any such location; decide on the method, process and means of operation. The Employer's right to transfer will not be exercised arbitrarily.
- d) The Employer agrees that the exercise of any of the above rights shall be in a manner that is fair, reasonable and consistent with the terms of this agreement.

2.4 HLDAA WORKERS

- i) The Employer and the Union are agreed that all employees within Local 905 working within the Long Term Care Services Division, inclusive of the ACL employees working off-site in the Long Term Care Alternative Community Living Program, as of this date, are covered by the Hospital Labour Disputes Arbitration Act (HLDAA) and are the employees referred to in Article 2.4 of the collective agreement.
- ii) The parties are agreed that employees covered by the HLDAA will not participate in any strike or lockout which may occur during the negotiations process. The Employer agrees that, in the event of a strike or lockout, employees covered by the HLDAA will not be required or permitted to perform work which would normally be performed by non-HLDAA employees.
- iii) The parties are agreed that, notwithstanding their designation as employees covered by the HLDAA, these employees will have the rights conveyed under the Ontario Labour Relations Act to participate in Ratification and/or Strike votes taken by the Union.

2.5 NO PRIVATE AGREEMENTS

The Employer will not enter into any agreement with any employee that is in conflict with this Agreement.

ARTICLE 3 – UNION MEMBERSHIP & SECURITY

3.1 UNION MEMBERSHIP (YORK REGION LONG TERM CARE UNIT)

All employees of the Regional Municipality of York who fall within the Local 905 (York Region Long Term Care Unit) bargaining unit shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

3.2 WORK OF THE BARGAINING UNIT

Regional employees, whose jobs are not in the bargaining unit, shall not work on any jobs which are in the bargaining unit except in cases of instruction, emergency or when mutually agreed upon by both parties.

3.3 ACQUAINTING NEW EMPLOYEES

The Employer agrees to acquaint prospective applicants for employment with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. New employees shall be advised of the name of the employee's Steward or Union representative by their Supervisor.

3.4 UNION ORIENTATION OF NEW EMPLOYEES

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and duties of Union membership, and his responsibilities and obligations to the Employer and the Union.

3.5 CONTRACTING OUT

Prior to contracting out any work now performed by employees, beyond work contracted out as of 1992, the Employer shall, where practicable, provide forty-five (45) calendar days written notice to the Union so as to allow the Union to make any representations it wishes to the Department or Heads involved and the Regional Management Committee of Council. Any representations shall be made promptly and in any event within forty-five (45) calendar days of the giving of such notice. The written notice pursuant to the above shall contain an invitation from the Department Head to meet within ten (10) days for the purpose of discussing the proposed contracting out and cost information. Departmental information pertinent to the proposed contracting out shall be made available to the Union.

3.6 EMPLOYEE LISTS (YORK REGION LONG TERM CARE UNIT)

The Employer shall supply the Union semi-annually on or about the first of April and October with a list of current employees, their addresses, sex, employment status, position, and work location and shall continue to supply the Union with its monthly hire and termination lists, for all employees in Local 905.

3.7 VACANCY REPORTS (YORK REGION LONG TERM CARE UNIT)

The Employer will provide CUPE with copies of all Local 905 vacancy posters (excluding casual work) where it is anticipated that the vacancy will not be filled by a Regional employee.

ARTICLE 4 - UNION DUES

4.1 DUES DEDUCTIONS FROM PAY

The Employer shall deduct from each pay of each employee, Union dues in the amount or rate notified in writing from time to time to the Treasurer of the Employer by the Treasurer of Local 905. The Union agrees that the amount or rate of dues to be so deducted, when once set, shall not be changed by the Union for a period of six (6) months and thereafter shall not be changed more than once in any six (6) month period.

4.2 REMITTANCE OF DUES DEDUCTIONS

The Employer shall forward to the Treasurer of Local 905 a cheque for the amount deducted pursuant to Article 4.1 within two (2) weeks of making such deductions. The cheque shall be accompanied with a list of names of the employees from whose wages the deductions were made, the number of hours the employee worked, and the gross wages paid to each employee.

4.3 UNION CONSTITUTION/BY-LAWS

The Union will provide to the Employer a certified true copy of the section of the by-laws or constitution of Local 905 authorizing any such dues and contributions, and a certified true copy of the section of the minutes of a meeting at which any change in such dues and contributions is made.

4.4 SAVE HARMLESS

The Union and its Local 905 will jointly and severally indemnify and save harmless the Employer and all its officers and employees from any and all claims which may be made against the Employer or any employee of the Employer by reason of deductions from pay provided for by this Article.

4.5 T-4 SUPS

The Employer will include the amount of annual union dues paid on the income tax information slip (T-4) of each member.

ARTICLE 5 - BULLETIN BOARDS

5.1 BULLETIN BOARDS

The Employer will provide in each facility in which bargaining unit employees work adequate bulletin boards for Union use.

ARTICLE 6 - AUTHORIZED REPRESENTATIVES

6.1 LIST OF AUTHORIZED REPRESENTATIVES (YORK REGION LONG TERM CARE UNIT)

The Local 905 York Region Unit Chairperson will forward to the Employer a list of the names of members of Local 905 who are authorized to represent the Union at meetings with the Employer, and the Employer shall not meet with any employee or group of employees as representing the Union concerning any of the provisions of this agreement unless their names are on such list.

6.2 NEGOTIATING TEAM (YORK REGION LONG TERM CARE UNIT)

The Union's collective bargaining team shall consist of not more than five (5) persons, three (3) of whom shall be members of Local 905 York Region Long Term Care Bargaining Unit; the Local 905 York Region Unit Chair; and one (1) of whom shall be a representative of the Canadian Union of Public Employees. The Employer shall be entitled to an equal number of representatives. Prior to the commencement of bargaining the parties shall advise each other in writing of their respective representatives on the bargaining committee.

6.3 PAY FOR ATTENDING NEGOTIATIONS

Any employee who is a member of the Union bargaining committee may attend meetings of the bargaining committee with the Employer without loss of pay or benefits. The employee will endeavour to provide his/her Supervisor with reasonable notice.

6.4 CUPE REPRESENTATIVE

The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees from Step No. 2 of the Grievance Procedure and at other negotiations with the Employer. Such representatives shall have access to the premises of the Employer in order to examine conditions or interview employees, providing that such examination or interview does not unreasonably disturb the operations of the Employer.

6.5 UNION OFFICIALS ON UNION BUSINESS

Union officers, Stewards and members of any committee specified in this collective agreement shall be entitled to leave their work during working hours in order to carry out the following functions under this agreement: the investigation and processing of grievances, attendance at meetings with the Employer, participation in Arbitration, and such other functions related to this agreement and the role of the Union officer, Steward, or said committee member. Permission to leave work during working hours for such purposes shall first be obtained from the employee's immediate Supervisor if such Supervisor is a non-union member. If the employee's immediate Supervisor is a Union member, then permission shall be obtained from the first non-union Supervisor above the employee's immediate Supervisor. Such permission shall not be unreasonably withheld. The employee shall report back to his or her Supervisor upon resumption of regular duties and, if requested, shall provide an explanation as to the length of time and purpose of

their absence. Employees duly authorized by the Employer to engage in the aforementioned functions shall do so without loss of pay or benefits.

6.6 PAY FOR UNION OFFICIALS ON UNION BUSINESS

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

6.7 LABOUR/MANAGEMENT MEETINGS

A Labour/Management Committee consisting of three (3) representatives of the Local and three (3) representatives of the Employer shall be established to discuss matters of mutual concern as they may arise from time to time. On notification by either party, a date for a meeting will be arranged within two (2) weeks. Each party will provide the other with a written agenda for such meeting.

6.8 UNION STEWARDS LIST

The Union will supply the Employer with a list of the names of up to thirty (30) Stewards as soon as they are appointed, and thereafter will notify the Employer of any change in such list.

6.9 OFFICE ACCOMMODATION

The Employer will continue to provide the Union with suitable office accommodation on the Employer's premises.

ARTICLE 7 - UNION LEAVE

7.1 LEAVE FOR LOCAL 905 UNION OFFICE

Where an employee is elected or appointed to a full-time or part-time office within Local 905, the Employer will consider a request for extended leave of absence for such employee on its merits and such leave of absence may be granted by Regional Council with the concurrence of the Department Head involved. Upon thirty (30) days written notice, the employee shall be returned to his/her former position, or to a position comparable to that in which he/she was employed before taking office, or to such other position as may be determined by the Employer, the employee and the Union as being suitable.

7.2 UNION BUSINESS LEAVE

- a) The Employer, upon reasonable notice of not less than one (1) week, shall grant leave of absence without pay and without loss of seniority upon request to employees elected or appointed to represent the Union at Union conventions or seminars. The Employer shall pay the employee's wages and benefits, invoice the Union and the Union shall forthwith provide full reimbursement to the Employer.

Such leave of absence shall not exceed thirty-five (35) days for any individual employee per calendar year and a total of one hundred and fifty (150) person days in any calendar year. It is understood and agreed that the Union may utilize Union business days for the purpose of collective bargaining preparation so long as total individual and total bargaining unit days as herein allocated are not exceeded.

- b) The above caps do not apply to employees who are elected or appointed to Union positions in accordance with Articles 7.1 or 7.4. It is agreed and understood that Leaves of Absence granted to Health and Safety Committee members to attend Health and Safety seminars or conferences shall not be counted for the purposes of this article.

7.3 UNION BUSINESS LEAVE(PFT, PPT, TFT, TPT, C)

Whenever an employee is on leave of absence requested under Article 7.1 or 7.2 the Employer shall pay the employee's wages and benefits, invoice Local 905, and the Local shall, forthwith, provide full reimbursement.

7.4 a) LEAVE FOR FEDERAL PROVINCIAL UNION OFFICE

An employee who is elected to office in the Canadian Union of Public Employees, whether National or Provincial, the duties of which require his full time attendance, shall, upon written request, be granted leave of absence without loss of seniority and service for a term not exceeding two (2) years.

b) LEAVE FOR FEDERAL PROVINCIAL UNION EMPLOYMENT

An employee who becomes a paid employee of the Canadian Union of Public Employees, whether National or Provincial, shall, upon written request, be granted leave of absence without loss of seniority and service for a period not exceeding six (6) months.

c) LEAVE FOR FEDERAL PROVINCIAL UNION OFFICE/ EMPLOYMENT

Such leave of absence shall be without pay, but benefits will be continued by the Employer, and the Union shall reimburse the Employer for the cost of maintaining such employee's benefits during the said leave of absence.

7.5 EFFECT OF UNION LEAVE ON SENIORITY/BENEFITS

Whenever an employee is on leave of absence on Union business, such absence shall not constitute a break in seniority or service, or affect any benefits to which he/she is entitled.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 WORKING DAYS

For the purpose of the grievance procedure, "working days" shall be Monday to Friday inclusive. The date of submission of any grievance or the giving of any notice or decision shall be excluded from the computation of time.

8.2 EMPLOYER NOT TO NEGOTIATE WITH EMPLOYEE

After a grievance has been initiated, the Employer shall not initiate negotiations with the aggrieved employee with respect to the grievance, either directly or indirectly, without the consent or presence of a Steward or Chief Steward. Once initiated the grievance shall be the property of the Union.

8.3 DELIVERY OF GRIEVANCES AND REPLIES

Grievances and replies to grievances shall be in writing at all stages, and shall be delivered in person. The person receiving the grievance or the response shall acknowledge receipt in writing and date the acknowledgement, a copy of which is to be retained by the person acknowledging receipt. The Union shall submit grievances in person to the appropriate individual described in the Grievance Procedure. However, should that individual be unavailable, the Union may submit the grievance to the appropriate individual's immediate Supervisor, the immediate Supervisor's designate, if previously identified, or given their unavailability, to the Human Resource Services Department, and receipt will be acknowledged as described above. The Employer shall submit responses in person to the Local 905 York Region Unit Chairperson, Chief Steward or to the Grievor's Steward of Local 905.

8.4 TIME LIMITS

Time limits are to be mandatory for all steps of the entire grievance procedure unless the Union and the Employer mutually agree in writing to extend the time limits.

8.5 PROVISION OF OFFICE SPACE

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available to the Union the temporary use of a private office or similar facility if available.

8.6 DISCLOSURE OF PERTINENT FACTS

The Union and the Employer will provide each other with full disclosure in writing as to all facts known to either party concerning the grievance upon which either party is relying and which are relevant to the grievance at Step. No. 1 of the Grievance Procedure. If the Employer or the Union are made aware of any new facts upon which they will be relying subsequent to said disclosure, either party will promptly notify the other of such new facts in writing.

8.7 POLICY GRIEVANCES

When a dispute involving a question of general application or interpretation occurs, or when the Union has a grievance which cannot be made the subject of an individual grievance, Step 2 of this Article shall be bypassed. The grievance shall be filed within sixty (60) days of the Union becoming aware of the circumstances that gave rise to the grievance.

8.8 GROUP GRIEVANCES

Where two or more employees have the same grievance, the grievance may be filed at Step 2 of the grievance procedure. The redress awarded shall apply to those who have signed the grievance.

8.9 FAILURE TO GRIEVE

The failure of an individual to file a grievance, or the failure of an individual to proceed to the next grievance step, does not prejudice any other Employee from filing a future grievance on a similar or related matter.

8.10 GRIEVANCES REGARDING JOB SELECTION

Where a grievance arises due to a dispute over selection of an applicant for a position under the job posting procedure, or denial of a transfer, Step 1 of the Grievance Procedure shall be by-passed.

8.11 GRIEVANCES REGARDING SUSPENSION, DISCHARGE, LAY-OFF, RECALL

Where a grievance arises due to suspension, discharge, lay-off or recall, Step 2 of the Grievance Procedure shall be by-passed.

8.12 GRIEVANCES REGARDING SEXUAL HARASSMENT

Where an allegation of Sexual Harassment is made by an employee, Step 2 of the Grievance Procedure shall be by-passed.

8.13 STEPS OF GRIEVANCE

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that this agreement has been violated (such difference or allegation being hereinafter referred to as "the grievance"), the following grievance procedure shall apply namely:

STEP 1 – The aggrieved employee shall submit the grievance to his/her Steward. The employee concerned, together with the Steward shall, within ten (10) working days of the date the employee became aware of the occurrence, submit the grievance to the employee's Supervisor who shall meet with the employee and the Steward within five (5) working days, and who shall give a decision within five (5) working days of the meeting.

STEP 2 – Failing an acceptable or any decision pursuant to Step 1, the employee concerned together with a Committee or not more than three (3) Union Representatives may, within five (5) working days from the date of the receiving of the decision under Step 1 or from the expiration of the time for the giving of such decision, submit the grievance in writing to the Department Head (or designate), who shall meet with the employee and the Committee within five (5) working days, and shall give a decision in writing within five (5) working days of the meeting.

STEP 3 – Failing an acceptable or any decision pursuant to Step 2, the employee concerned together with a Committee of not more than three (3) Union Representatives may, within five (5) working days from the date of receiving of the decision under Step 2 or from the expiration of the time for the giving of such decision, submit the grievance in writing to the Chief Administrative Officer (or designate), who shall meet with the employee and his/her Committee within five (5) working days, and who shall give his/her decision in writing within five (5) working days of the meeting. If the designate hears the grievance, the decision shall be that of the designate.

STEP 4 – Failing an acceptable or any decision pursuant to Step 3, the employee concerned and the Union may, within thirty (30) working days from the date of the receiving of the decision under Step 3, or from the expiration of the time for the giving of such decision, refer the grievance to Arbitration pursuant to Article 9.

ARTICLE 9 - ARBITRATION

9.1 NOTICE TO ARBITRATE

Notice of intention to submit a grievance to Arbitration shall be given by either the Union or the Employer by registered mail.

9.2 REFERRAL TO ARBITRATION

In submitting the grievance to Arbitration, one of the following options may be chosen:

- a) The Board of Arbitration shall be composed of one (1) member. Within ten (10) working days of the mailing of the notice of intention to submit a grievance to arbitration, the parties shall agree upon the name of the Arbitrator.
- b) The Board of Arbitration shall be composed of three (3) members. Within ten (10) working days of the mailing of the notice of intention to submit a grievance to arbitration, the initiating party shall advise the other party of the name of its appointee to the Board. Within ten (10) working days of the receiving of the notice of intention to submit a grievance to Arbitration, the party receiving notice shall advise the other party of the name of its appointee to the Board. Within five (5) working days of the appointment of the second of them, the two appointees shall select a third person who shall be the Chairperson.

9.3 MINISTRY SELECTION OF ARBITRATORS

- a) If the parties are unable to reach an agreement on the name of an Arbitrator under Article 9.2(a), the party taking the grievance to arbitration may request the appointment of an Arbitrator to be made by the Minister of Labour, or may choose to exercise its option under Article 9.2(b).
- b) If the appointees are unable to reach an agreement on the name of a Chairperson under Article 9.2(b), the party taking the grievance to arbitration may request the appointment of a Chairperson to be made by the Minister of Labour.

9.4 ACCESS OF ARBITRATOR

At any stage of the grievance or arbitration procedure, all reasonable arrangements will be made to permit the parties and the Arbitrator or any of them to have access to the Employer's premises to view working conditions relevant to the matter under consideration.

9.5 DECISION OF ARBITRATOR

The Arbitration Board shall hear and determine the grievance, and shall issue a decision, and a lawful decision shall be binding upon the Union and the Employer. In the case of a three member Board, and in the absence of a majority decision, the decision of the Chairperson shall govern.

9.6 POWERS OF ARBITRATION BOARD

The Arbitration board shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this agreement nor otherwise make any decision inconsistent with this agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.

9.7 SHARED EXPENSE OF ARBITRATION

Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses, if any, of the Chairman of the Arbitration Board and the cost of the room or rooms in which the arbitration is held.

ARTICLE 10 - NO DISCRIMINATION

10.1 NO DISCRIMINATION

The Employer agrees that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise. This includes reasons such as age (save and except normal retirement provisions), race, creed, colour, national origin, political or

religious affiliation, sex or marital status, family relationship, handicap and membership or activity in the Union.

10.2 DEFINITION OF HANDICAP

In this Article, the term "handicap" shall be as defined in the Human Rights Code as amended.

10.3 SEXUAL HARASSMENT

Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.

ARTICLE 11 - OCCUPATIONAL HEALTH AND SAFETY

11.1 STATEMENT OF VALUES

The Regional Municipality of York is committed to the ongoing objectives of protecting its employees and property from accidental injury, loss and occupational disease.

In fulfilling this commitment, the Employer will make every effort to promote and provide safe and healthy work environments and attitudes that reduce or eliminate foreseeable hazards which may result in personal injuries/illnesses, or damage to environment or property.

The responsibility for safety is equally placed on all employees of the Region regardless of position. The Employer, the Union and the Employees must be dedicated to the continuing objective of reducing risk of injury, and committed to all legislative requirements as they apply to design, operation and maintenance of facilities and equipment.

All Regional staff having charge of a workplace or authority over workers will be held accountable for the health and safety of workers under their supervision and are responsible to ensure that machinery and equipment are safe and that workers work in compliance with established safe work practices and procedures by receiving adequate training in their specific work tasks.

Each worker must protect his or her own health and safety by working in compliance with all laws, as well as safe work practices and procedures established within the Region.

ARTICLE 12 – SENIORITY

12.1 DEFINITION OF SENIORITY (PFT, PPT, C)

A Seniority Date shall be established for each employee upon successful completion of the probationary period, based on length of employment in the bargaining unit, including

employment prior to certification with the Employer or its predecessor. In addition, seniority credits earned while in CUPE, Local 905 will be recognized. Seniority for permanent full-time employees who have completed their probationary period will be based on their date of hire or, where applicable, their adjusted date of hire in the bargaining unit. Seniority for all other employees will be based on their paid hours within the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, layoff, and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis. Casual and part-time seniority at the time of conversion to full-time will not exceed **1715** hours annually.

12.2 SERVICE

For determining an employee's entitlement to pay increments, vacation and sick benefits, service shall be defined as all paid hours with the Employer or his predecessor, including the first five (5) weeks of an unpaid leave of absence in any calendar year. Casual and part-time service at the time of conversion to full-time will not exceed **1715** hours annually.

12.3 SENIORITY CONVERSION TABLE

In the event that an employee changes his/her job status to or from that of a Permanent Full-Time employee the following table will be used to convert hours to days and vice versa for the purpose of crediting seniority and determining the adjusted date of hire:

1960 paid hours = 1 year when normal full-time hours = **40** hours a week
1837,5 paid hours = 1 year when normal full-time hours = **37.5** hours a week
1715 paid hours = 1 year when normal full-time hours = **35** hours a week

Additional hours will be converted to days on a pro-rata basis using the above formula.

12.4 SENIORITY LIST (PFT, PPT, C)

The Employer shall prepare and post in April and October of each year a seniority list for all employees, including a paid-hours listing for all permanent part-time and casual employees who have completed their probationary periods, as well as the paid hours of all temporary employees whose assignment(s) have exceeded six (6) months within a twelve-month period.

Upon posting of the most recent seniority list, employees shall have sixty (60) days from the date of posting to object to, or grieve their seniority information, otherwise the seniority list shall be deemed to be accurate as of the date of posting.

12.5 ACCUMULATION OF SENIORITY (PFT, PPT, C)

An employee otherwise eligible to accrue seniority shall continue to accumulate seniority under the following circumstances:

- a) For up to twenty-four (**24**) months while in receipt of Long Term Disability benefits;
- b) Throughout all paid leaves of absence;

- c) Following exhaustion of sick leave credits and while on an approved leave of absence without pay due to illness to a maximum of six (6) months;
- d) Throughout all Union business leave;
- e) Throughout the duration of a leave for Union office;
- f) Throughout the entire period of a pregnancy and/or parental leave for up to one (1) year in total;
- g) Throughout the first five (5) continuous work weeks in any calendar year of any unpaid leave of absence; or
- h) While in receipt of Workplace Safety & Insurance benefits.
- i) All hours worked as a casual or temporary employee while on layoff

12.6 RETENTION OF SENIORITY (PFT, PPT, C)

An employee otherwise eligible to accrue seniority shall retain but not accumulate seniority under the following circumstances:

- a) While on any unpaid leave of absence, except pregnancy and for parental leave as described in Article 12.5(c) and (g).
- b) Following twenty-four (24) months of receipt of Long Term Disability benefits;
- c) While on layoff, except for hours worked as a temporary or casual employee

12.7 LOSS OF SENIORITY (PFT, PPT, C)

An employee otherwise eligible to accrue seniority shall lose all seniority and shall be deemed terminated under the following circumstances:

- a) Is discharged for cause and not reinstated;
- b) Resigns and does not withdraw his resignation in writing within two (2) working days;
- c) Is absent without leave for more than five (5) consecutive working days without notifying the Employer, unless such notice was not reasonably possible;
- d) Fails to return to work following a lay-off within eight (8) calendar days after the mailing to him/her of the notification by prepaid registered mail addressed to his/her last known address, unless such failure is occasioned by sickness or other reasonable cause. It will be the responsibility of the employee to keep the Employer informed of his/her current ~~post~~ office address;
- e) Following twenty-four (24) months lay-off for permanent employees; or
- f) Retires.

ARTICLE 13 – HIRING, PROMOTIONS, TRANSFERS & STAFF CHANGES

13.1 JOB POSTINGS(PFT, PPT, TFT, TPT, C)

When vacancies occur, or a new job is created, the employer shall post such positions on all staff bulletin boards for a period of seven (7) working days and shall give notice of such vacancy or new job to each employee who is laid off. During this time employees will have the opportunity to apply and be considered for the position before such jobs are advertised outside the service of the Employer. All subsequent postings with the Same classification which arise as a result of filling the initial vacancy shall only be required to be posted for five (5) working days provided that the closing date for the subsequent posting is not more than two (2) months later than the closing date for the initial posting.

13.2 INITIATING JOB POSTINGS

The Employer shall initiate procedures to fill vacant positions three (3) weeks prior to the effective date of termination, or such shorter period as permitted by notice. Alternatively, the reasons for not filling a position will be given to the Union in writing within five (5) working days of the termination date.

13.3 EXTERNAL ADVERTISING

The Employer may advertise simultaneously when posting only where it believes no current employee has the qualifications for the position advertised. In the event a current employee with the qualifications does apply for the position, he/she shall be appointed. External applicants will be considered only when no qualified internal applicant applies.

13.4 CONTENT OF POSTINGS

- a) Notices posted pursuant to this Article shall contain the date of posting, the position and classification title, the job status, the duties of the position, the required bonafide qualifications, the rate of pay, the initial area of employment, whether it is a replacement or a new position and the closing date for applications. Such notices will also be sent to the Secretary of Local 905 and will indicate the name of the employee being replaced.
- b) Notices posted for the positions of RN, RPN, and Health Care Aide in addition to the requirements of 13.4(a) shall include shifts, hours to be worked bi-weekly, and the identification of initial location of employment in either Secure Care, or Complex Care.

13.5 POSTING EXCEPTIONS

Employees who are construction inspectors or who work on the paint crew during the summer shall be given priority over external applicants for available winter jobs provided such employees are qualified and have the ability to do the job. The Employer shall

endeavour to place qualified employees in classifications close to or equal to the summer classifications in terms of wage scales.

13.6 NOTIFICATION TO APPLICANTS AND UNION

If requested by the employee, the Employer shall acknowledge in writing all internal applications for job postings upon receipt. All internal applicants and the Union shall be notified of the successful applicant.

13.7 APPLICATION OF SENIORITY (PFT, PPT, TFT, TPT, C)

In filling vacancies, making staff changes, transfers or promotions, appointment shall be made of the applicant having the bonafide required qualifications and the greatest seniority. It is understood and agreed that "bonafide qualifications" means the combination of education, experience and skills that are set out in the "qualifications" section of the job posting.

13.8 RESTRICTIONS

- a) A permanent employee (full-time and part-time) selected as a result of a vacancy, and who accepts assignment to the position, will not be eligible to have their application considered for a further vacancy for a period of up to six (6) months from the date of selection, except as follows:
 - i) The job change would constitute a change to 'permanent status.
 - ii) The Employer agrees that having the applicant accept assignment to the position would be mutually beneficial.
 - iii) The job constitutes a promotion.
- b) It is further understood that a newly hired employee who has not completed the probationary period of six (6) months need not be considered for a posted vacancy until completion of the probationary period.
- c) Casual employees filling a temporary assignment need not be considered for a further vacancy unless they are within four (4) weeks of completion of the current temporary assignment.

13.9 NOTIFICATIONS TO UNION

Notifications of all hirings, promotions, lay-offs, transfers, recalls, leaves of absence, or absences due to illness or disability (when sick leave credits have been exhausted) in excess of one (1) month, pregnancy and parental leaves, leaves on long-term disability, and terminations of employment within the bargaining unit, shall be given to the Union. Such notice will include work locations of affected employees, and will be provided to the Secretary of ~~Local~~ 905 once per month.

13.10 TRIAL PERIODS

The successful applicant from within the bargaining unit to a permanent position inside or outside the bargaining unit shall be placed on a trial period of six hundred (600) hours. The employee's immediate Supervisor will review with the employee the job description, and if requested, provide a copy. The Supervisor shall provide to the employee such orientation to the workplace and/or to specific workplace procedures which in the opinion of the Supervisor is necessary for the employee to commence his/her duties. Except for temporary positions, the employee shall be declared permanent in the new position on conclusion of the trial period, conditional on satisfactory service. If the employee proves unsatisfactory in the position during the trial period, or if the employee so requests during the trial period, he/she shall be returned to his/her former position without loss of seniority, previous wage or salary rate, and any other employee who, in the meantime, has been transferred in consequence of the transfer of the original successful applicant, shall likewise be returned to his/her previous position, without loss of seniority, previous wage or salary rate. If the employee proves unsatisfactory in the position during the trial period, the employee and the Union shall be notified in writing setting out the reason(s). This article does not apply to employees whose job status is changed from full-time to part-time or vice versa or any other such change in job status, within the same classification, unless previously agreed to in writing.

13.11 PAY FOR PROMOTED/RECLASSIFIED EMPLOYEES

Where an employee is appointed to a higher paid classification as a result of a job posting competition or a reclassification, the employee shall be paid at the next step on the grid of the higher paid classification which represents an increase of at least thirty-five (35) cents per hour, up to the maximum rate for the higher paid classification. A "higher paid classification" is a classification whose maximum hourly rate exceeds the current maximum hourly rate of the employee's regular classification.

13.12 EFFECTIVE INCREMENT DATE

Subject to Article 12.3 wage rates will be calculated from the date of hire or the date of reclassification or promotion to a new salary group. Employees who are placed in a step above the start rate will receive incremental increases on completion of each interval as set out in the applicable wage schedules attached.

13.13 UNION STAFF IN NON-UNION JOBS

Bargaining unit employees who are appointed to temporary "acting" non-union positions shall continue to accumulate seniority and service and continue to have Union dues deducted throughout the temporary period. The employee will return to his/her bargaining unit position within six (6) months in the acting position, unless the Union and the Employer otherwise agree.

13.14 NO UNILATERAL TRANSFERS

No employee shall be transferred to a position outside the bargaining unit without his/her consent.

13.15 PROBATIONARY EMPLOYEES

- a) When a new employee is hired, the employee's immediate Supervisor will review with the new employee the job description, and if requested, provide a copy. The Supervisor shall provide to the employee such orientation to the workplace and/or to specific workplace procedures which in the opinion of the Supervisor is necessary for the employee to commence his/her duties.
- b) Such employee shall be on a probationary period, during which time he/she shall be subject to the terms of this agreement except as expressly otherwise provided. A probationary employee may be discharged without recourse to the grievance procedure. Employees retained past the probationary period of a permanent position shall be placed on permanent staff and credited with seniority from the date hired in accordance with Article 12. The Employer will advise the Union when a probationary employee is discharged. The Employer will discuss such discharge with the Union if requested.
- c) Notwithstanding Article 1.14 & 1.15, an employee will be deemed to have completed his/her probationary period after twenty-four (24) months of employment.

13.16 a) **PERMANENT EMPLOYEES FILLING TEMPORARY POSITIONS (PFT, PPT)**

When a permanent employee fills a temporary position, the employee remains a permanent employee with all rights and benefits of a permanent employee.

b) **EMPLOYEES FILLING TEMPORARY POSITIONS (PFT, PPT, C)**

At the end of the temporary assignment, the employee will be returned to their former position.

- c) Laid off employees or employees with layoff notices shall be recalled or reassigned to fill any vacant temporary positions in 905 (Long Term Care Unit) on the basis of qualifications and seniority.

13.17 **RELATED EXPERIENCE - RN's**

With respect to new Registered Nurses and their placement on the nursing wage grid, related experience in nursing or related job experience, which in the opinion of the Employer, adds to the value of the nurse's service will be recognized by the Employer on the following basis:

two (2) years for	one (1) increment;
three (3) years for	two (2) increments;
four (4) years for	three (3) increments;
five (5) years for	four (4) increments;
six (6) years for	five (5) increments;
seven (7) years for	six (6) increments;
eight (8) years for	seven (7) increments.

ARTICLE 14 - LAY-OFF AND RECALL

14.1 a) TEMPORARY LAY-OFF

A temporary lay-off is one that lasts up to and including thirteen (13) consecutive weeks. No employee shall be laid off without receiving written notice of such lay-off, or payment in lieu of notice. The period of notice or days for which payment is to be received in lieu of notice shall total seven (7) working days.

b) PERMANENT LAY-OFF

A permanent lay-off is one that exceeds thirteen (13) consecutive weeks and/or that is declared by the Employer at the outset to be permanent or indefinite in duration.

c) TERMINATION NOTICE

An individual employee permanently laid off is entitled to receive two (2) weeks notice or payment in lieu of notice if the employee has more than three (3) months but less than three (3) years of service.

For employees with at least three (3) years service or more, who are permanently laid off, one (1) weeks notice or payment in lieu thereof for each year of service, to a maximum of eight (8) weeks notice or payment in lieu of such notice.

In the event that twenty (20) or more employees are to be permanently laid off within any seven (7) consecutive calendar days, the period of notice will be thirty (30) working days.

All payment schedules will be in accordance with the Employment Standards Act.

d) TEMPORARY LAY-OFF BECOMING PERMANENT

In the event of a temporary lay-off becoming permanent, any period of notice or payment in lieu of the temporary lay-off shall be deducted from the notice or payment in lieu of notice required above.

e) SEVERANCE PAY

In the event of a permanent lay-off or a temporary lay-off that becomes permanent, an employee whose recall rights have expired and/or an employee who has not obtained through competition and is maintaining a Regional position within any classification and status, or who renounces his/her recall rights and thereby resigns, shall, provided he/she has been employed by the Employer or its predecessors for five (5) or more years at the time the lay-off became effective, be paid severance pay in accordance with the Employment Standards Act.

14.2 LAY-OFF AND BUMPING

In the event of a lay-off, employees within the classification in the location that the layoff occurs shall be laid off within their job status in the reverse order of their bargaining-unit-wide seniority. For the purpose of this Article "Location" is defined as the street address of a Branch/Division.¹

An employee who would otherwise be laid off may displace the most junior employee within a classification providing the employee exercising this right meets the required qualifications for the position and providing the employee he/she wishes to displace has the same employment status.

The bumping employee's new immediate Supervisor shall provide to the employee such orientation to the workplace and/or specific workplace procedures which, in the opinion of the Supervisor, is necessary for the employee to commence his/her duties.

Once lay-off notice has been served to an employee, the employee will have five (5) calendar days to notify the Employer in writing of his/her decision to accept the lay-off or displace another employee. Should the employee fail to notify the Employer appropriately and within this time frame, it will be assumed that the employee opted for lay-off.

14.3 EMPLOYEES FACING LAY-OFF OBTAINING TEMPORARY POSITIONS

Notwithstanding Article 13.16(b) an employee who obtains a temporary position rather than being laid off shall, at the end of the temporary position, find him/herself in the same situation they were in before accepting the temporary position (i.e. with the possibility of being laid off).

14.4 NOTIFYING LAID-OFF EMPLOYEES OF VACANCIES

Notification of all job postings shall be given to each employee who is laid off. Subject to Article 13, employees who are laid off will have the opportunity to apply and be considered for the position before such jobs are advertised outside the service of the Employer.

14.5 CHANGING EMPLOYMENT STATUS (PFT)

Where a permanent full-time employee on lay-off obtains a position within the bargaining unit within a different employment status, he/she shall retain all recall rights of a permanent full-time employee for twenty-four (24) months following the initial lay-off.

14.6 HIRING NEW EMPLOYEES DURING LAY-OFF

New employees shall not be hired until those laid off have been given an opportunity of recall subject to the provisions of Article 14.8.

¹"Branch/Division" is defined as the first organizational level below Department Head.

14.7 RECALLS

Employees permanently laid-off, who have been unsuccessful in exercising bumping rights, are subject to recall for up to two (2) years from the commencement of the lay-off. Employees shall be recalled into a position within the same employment status and classification from which they were laid off in order of seniority provided those being recalled are qualified to perform the available work. It shall be the responsibility of laid-off employees to keep the Employer advised of their current residence address. If a laid off employee fails to report, within two (2) weeks of the mailing by registered post of the notice to recall to the most recent address of the employee filed with the Employer, then the Employer shall be free to offer the job to the employee next in line for recall. An Employee's recall rights expire when he/she obtains through competition, a higher position within the same employment status from which he/she was laid off.

Employees who have been successful in exercising bumping rights will be recalled to the same classification and status from which they were laid off unless he/she is able to bump into a higher paid classification or the employee obtains a higher classification through competition.

14.8 ACCUMULATION OF SENIORITY DURING LAY-OFF

Seniority and service credits for laid off employees shall be suspended and not accrued during the layoff period. Employees on lay-off who accept temporary or casual work shall accrue seniority and service for all hours worked.

All benefits accumulated prior to lay-off shall be suspended during lay-off.

Employees shall have the option of cashing in her/his earned vacation or leaving it suspended.

14.9 LTD AND LAY-OFF

A person in receipt of a benefit under the Long Term Disability Plan at the time of lay-off shall continue to receive such a benefit in accordance with the terms of the insurance policy. An employee who is totally disabled prior to such lay-off but who has not commenced to receive a benefit under the Long Term Disability Plan shall be entitled to receive a benefit in accordance with the terms of the insurance policy.

14.10 GRIEVANCES RE LAY-OFF

Grievances concerning lay-offs and recalls may be initiated at Step 2 of the Grievance Procedure.

14.11 DELETION OF CLASSIFICATION

Prior to the deletion of a job classification, where practicable, the Employer will provide Local 905 with twenty-one (21) calendar days written notice.

ARTICLE 15 - HOURS OF WORK

15.1 NORMAL HOURS

Normal daily hours of work for permanent full-time employees within the bargaining unit will be as outlined in the attached Schedules 1 and 2, and Article 35, 12 Hour Shifts. Where employees are currently working less than the normal daily hours for the classification in which they are employed, the shorter shift may be maintained.

15.2 12-HOUR SHIFTS - CONDITIONS OF EMPLOYMENT

The special conditions of employment pertaining to those employees working twelve (12) hour shifts are contained in Article 35 - 12 Hour Shifts.

15.3 NO SPLIT SHIFTS (PFT)

No permanent full-time employee will be required to work a split shift.

15.4 NOTICE OF CHANGE OF HOURS

The Employer shall determine the normal beginning and ending times of a shift. However, the existing beginning and ending times shall not be changed without the agreement of a majority of the employees affected unless the exigencies of the operations so require, in which case the employee and Local 905 shall be given five (5) working days notice of such change. The issue of whether or not the exigencies of the operations require such change is a matter that may be referred to the grievance procedure at Step 2.

15.5 SCHEDULES - NOTICE OF CHANGE

Schedules shall be for a four (4) week period and shall be posted six (6) weeks in advance of the start of the period. Employees shall receive at least forty-eight (48) hours notice of change to the posted scheduled shift. Failure to provide such notice shall result in overtime rates being paid for all changed hours worked during that forty-eight (48) hour period. This premium is not to be pyramided with the premium payable pursuant to Article 15.12.

15.6 a) MEAL PERIODS

Except as otherwise indicated herein, each employee will be allowed a period for an unpaid mid-shift meal provided the shift exceeds four (4) hours. This period shall not be less than one-half ($\frac{1}{2}$) hour, or greater than one (1) hour depending on current practices.

b) MEAL BREAKS FOR EMPLOYEES NOT PERMITTED TO LEAVE BUILDING

Employees who are not permitted to leave the building for their meal break shall be paid for fifteen (15) minutes of a half-hour ($\frac{1}{2}$) meal break and shall be paid for

thirty (30) minutes of a one (1) hour meal break. Employees working 12 hour shifts are covered under Article 35.

15.7 MINIMUM REPORTING PAY

An employee reporting for work on his/her regular shift, or who has been called in to work and reports to work, shall be paid his/her regular pay for the entire period worked, with a minimum of three (3) hours pay if he/she does not commence work because he/she is advised that no work is available, or for reasons beyond his/her control or not personal to his/her, and a minimum of three (3) hours pay if the employee does commence work.

15.8 REST PERIODS

All employees shall be permitted a fifteen (15) minute rest period both in the first and the second half of a normal shift as set out in the attached Schedules 1 and 2. Rest periods for employees working twelve (12) hour shifts are covered under Article 35 - 12 Hour Shifts.

15.9 NOTICE OF INABILITY TO ATTEND

It will be the responsibility of the employee to advise the Employer of his/her inability to commence his/her shift at the time scheduled at the earliest possible time.

15.10 MAXIMUM LIMIT OF 12 HOURS

Except for employees who work twelve (12) hour shifts, no employee shall work more than twelve (12) consecutive hours except where the exigencies of the service require otherwise.

15.11 WASH-UP TIME

Where, due to the nature of the work being performed during a shift, an employee requires a wash-up, he/she may request, and will be granted, time sufficient to enable the employee to wash up prior to the end of the shift. It is understood that the employee will use the granted time for wash-up purposes only, and will not leave work prior to the end of the shift.

15.12 SWING SHIFT RESTRICTIONS

When an employee's shift changes, a minimum of twenty-four (24) hours shall be scheduled off between the end of the old shift and the commencement of the new shift. If an employee's new shift commences during such twenty-four (24) hour period, he/she shall be paid overtime rate for all hours worked on the first shift. This provision shall have no application to call-in work for casuals.

15.13 DAYS OFF FOR OTHER THAN MONDAY TO FRIDAY

Each employee who is required to work on any regular schedule other than Monday through Friday shall be given two (2) consecutive days off in each seven (7) day or other regularly scheduled shift period in lieu of Saturday and Sunday, provided that work

schedules normally in effect at work locations which do not conform to the foregoing shall not be considered a violation of this Agreement.

15.14 SCHEDULING OF CASUAL EMPLOYEES

Where it is known one (1) week in advance that an employee will be absent for a period of five (5) days or more in the period covered by the current or ensuing schedule, the resulting work will be offered to casual employees as a block in order of seniority, not to exceed capped hours. It is understood that each work location will retain a list of casual employees in seniority order.

15.15 NEW HOURS OF WORK FOR CERTAIN CLASSIFICATIONS

The hours of work for all employees shall be seventy-five (75) hours bi-weekly unless the employee currently works seventy (70) hours bi-weekly, which shall remain the same.

ARTICLE 16 - HOLIDAYS

16.1 a) IDENTIFIED HOLIDAYS

i) The days to be designated as holidays in each year during the term of this agreement shall be the following:

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

ii) The Employer will also recognize any other day proclaimed as a public holiday by the Government of Canada, or Ontario, or by the Council of The Regional Municipality of York.

iii) In addition to the above, permanent employees (i.e. those employees who have completed their probationary period) shall be entitled to two (2) Float Holidays. Float Holidays shall not be cumulative.

iv) One of the Float Holidays will be taken on a date to be determined annually by the Employer and Union to accommodate corporate closings associated with designated holidays.

The Employer agrees to sponsor a Remembrance Day Service on November 11th each year should Remembrance Day occur on a day other than Saturday or Sunday.

Note: Should Remembrance Day be declared a Statutory Holiday, the Float Holiday identified in paragraph iv) above will be eliminated.

- v) The second Float Holiday will be taken on a date mutually acceptable to the Employer and employee.

On the designated corporate closing day, employees who are required to work, will be paid in accordance with Article 16.2 a)

- vi) Designated holidays are only available to temporary and casual employees who satisfy the requirements, other than the three (3) month waiting period, of the Employment Standards Act concerning paid holidays. Temporary and casual employees are not entitled to Float Holidays.

b) **HOLIDAY PAY (PPT, TPT, C)**

Holiday pay or time off in lieu for permanent part-time and eligible temporary part-time and holiday pay for eligible casual employees who work shifts of less than the regular full-time hours for that classification shall be the average of the paid straight-time hours for all shifts worked in the two pay periods preceding the holiday.

16.2 a) **PAY FOR HOLIDAYS WORKED**

Employees who are required to work on a holiday shall receive payment at the rate of one and one-half (1½) times the employee's regular straight time hourly rate. In addition, employees, other than casual employees, will be given the option of receiving holiday pay for the day or a lieu day with pay, such lieu day to be scheduled at a mutually agreed time. Casual employees who are eligible for holiday pay shall be paid at the rate of time and one half (1½) for all hours worked on the holiday plus holiday pay, but shall not have the lieu day option.

b) **PAY FOR HOLIDAYS NOT WORKED**

A permanent employee who is not required to work on a holiday, shall be entitled to and shall be paid by the Employer his/her regular rate of pay for each holiday not so worked, provided:

- i) he/she has worked his/her scheduled shift before and after the holiday;
- ii) he/she is not in receipt of Workplace Safety Insurance or Long Term Disability benefits.

16.3 a) **HOLIDAYS ON SATURDAY OR SUNDAY**

For employees who are regularly scheduled to work Monday to Friday, when any of the above holidays fall on a Saturday or Sunday, the Employer may select the preceding Friday or following Monday as the day of observance of such holiday for all purposes under the collective agreement. For employees who work from a seven day work week schedule, all holiday premiums are payable for the day on which the actual holiday falls.

b) **HOLIDAYS ON DAY OFF FOR SEVEN DAY OPERATION**

For those employees working from a seven (7) day work week schedule, when such paid holiday falls on an employee's regularly scheduled day off, such employee shall receive a day off with pay in lieu at a time to be mutually agreed upon by the Employer and the employee, or such employee may elect to receive a regular day's pay.

16.4 **HOLIDAY PERIOD DEFINED**

The paid holiday shall be the twenty-four (24) hour period comprising the holiday regardless of when the shift starts or ends.

16.5 **HOLIDAYS WHILE ON SICK OR VACATION**

A paid holiday for which an employee is otherwise eligible, occurring while an employee is on vacation or sick leave with pay, shall not be deducted from the employee's vacation entitlement or sick leave credits.

16.6 **CHRISTMAS/NEW YEAR (PFT, PPT, TFT, TPT)**

It is understood and agreed that the Employer shall provide alternate Christmas/New Years' day off. It is understood and agreed that the scheduling requirements of the agreement are waived for the payroll periods preceding Christmas and following New Years. This article applies to those employees who are regularly scheduled to work on weekends or holidays. Nothing in this article shall inhibit management's right to schedule employees to meet emergencies or exigencies of the operation. If there is sufficient staff to cover vacation requests—vacations will be granted.

ARTICLE 17 - SHIFT WORK

17.1 **WEEKEND PREMIUMS**

All employees who work day shifts on Saturdays and/or Sundays will receive a premium of \$.73 per hour for all such hours worked. Employees who work evening and/or night shifts on a Saturday or a Sunday will receive \$1.09 for all such hours worked.

17.2 **SHIFT PREMIUMS**

Employees who work a shift, the majority of hours of which occur before 8 a.m. or after 4 p.m. Monday to Friday, shall receive a shift premium of \$.78 per hour for all hours so worked.

ARTICLE 18 - OVERTIME AND STANDBY

18.1 OVERTIME

Subject to Article 18.4, all time worked before or after the employee's regular work day and/or regular work week as defined in the attached Schedules 1 and 2 shall be considered overtime if authorized in advance by the employee's Supervisor, whether that Supervisor be Union or Non-Union. The Same hours cannot be claimed for both daily and weekly overtime.

18.2 OVERTIME RATE

Overtime shall be paid for at the rate of time and one-half (1%).

18.3 NO REDUCTION OF NORMAL HOURS

No employee shall be required to reduce his/her regular hours to compensate for overtime worked by him/her or by other employees.

18.4 LESS THAN FULL-TIME SHIFTS (PPT, TPT, C)

An employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular working day, shall be paid at his/her regular hourly rate, including any applicable shift premiums, for the hours so worked up to and including the normal full-time working hours, and at overtime rates for all hours worked in excess of the normal full-time working hours in a working day.

18.5 MEAL ALLOWANCE

An employee required to work two (2) hours overtime immediately prior to or following the normal shift shall be provided a meal allowance of \$7.50 within ten (10) days of the end of the pay period in which the overtime was worked.

18.6 NO MANDATORY OVERTIME

No employee shall be required to work overtime against his wishes when other qualified employees in the same position or classification are available to perform the required work. Where there are no qualified employees available the Employer may assign overtime in accordance with Article 18.10.

18.7 CALL-BACK- MINIMUM PAID HOURS

Each employee who has completed his/her regular day's work and who has left his/her office, assigned yard or work location, and who is called back and reports for overtime work, or who is called back and reports for work on other than his/her regular work day, shall be paid for a minimum of three (3) hours at overtime rates starting from the time of response, whether such employee works or not, for each time such employee is called back and reports for work.

18.8 OVERTIME ON A HOLIDAY

Overtime work on a paid holiday when an employee was not scheduled to work will be paid for at the rate of time and one-half (1½) for the hours worked, and he/she shall receive a day in lieu of such holiday at a time designated by the employee and acceptable to the Employer or he/she shall be paid time and one-half (1½) for the hours worked plus regular pay for such holiday.

18.9 TIME-OFF-IN-LIEU OPTION AND USAGE

An employee shall have the option to either receive overtime pay or equivalent time off for all overtime hours worked. Lieu time off will be taken at a time mutually agreed upon by the Employer and the employee. Accumulated lime off will not be taken in amounts greater than five (5) days. Lieu time will be limited to eighty (80) hours at any particular point in time, overtime owing in excess of eighty (80) hours will be compensated as overtime pay. Accumulated time off cannot be taken in conjunction with vacation or paid holidays, unless mutually agreed upon by the Employer and the employee.

It is agreed that employees who have in excess of eighty (80) hours (time off in lieu) to their credit (effective March 25, 1999) will retain these credits until such time as this excess is used.

18.10 DISTRIBUTION OF OVERTIME/STANDBY/CALL-BACK

Overtime, standby and call-back time shall be offered equally among the qualified employees in the section in which the overtime is required to be worked.

18.11 STANDBY PREMIUM

An employee assigned to standby will be paid two (2) hours pay at his/her regular straight time hourly rate for each day the employee is required to be on standby, except that on Saturdays, Sundays and paid holidays he/she will be paid three (3) hours pay at his/her regular straight-time hourly rate. Such standby pay shall not be included as part of regular working hours for the purpose of calculating overtime.

18.12 PAGERS

Where standby is required, pagers and beepers shall be supplied by the Employer. The employee shall file with his/her Supervisor a current telephone number at which he/she can be reached.

18.13 STANDBY

An employee assigned by his immediate Supervisor to be on standby, shall ensure that he/she is available to take all necessary calls and communications during the period of the standby assignment. The employee shall also ensure that the technological means of receiving said calls and/or communications (e.g. telephone, beeper, pager etc.) are in working order, and if not in working order, the employee shall take all reasonable steps to ensure uninterrupted communication with the Employer. Any out-of-pocket expenses shall be reimbursed by the Employer.

ARTICLE 19 – VACATIONS

19.1 a) VACATION ELIGIBILITY (PFT, PPT)

Each permanent full-time employee, and permanent part-time employees on a pro-rata basis based on normal scheduled hours, shall be eligible for vacation days with pay according to the following scale:

During Year	Registered Nurses	All Others
1	15	10
2	15	15
3	15	16
4	20	17
5	20	20
6	20	20
7	20	20
8	20	20
9	21	21
10	22	22
11	23	23
12	23	23
13	24	24
14	24	24
15	25	25
16	25	25
17	26	26
18	26	26
19	27	27
20	27	27
21	28	28
22	28	28
23	29	29
24	29	29
25+	30	30

b) VACATION ELIGIBILITY (TFT, TPT, C)

Temporary full-time, temporary part-time and casual employees shall be eligible for vacation pay at a rate of four (4%) percent of all paid hours, paid bi-weekly.

c) VACATION ENTITLEMENTS (PFT, PPT)

For all permanent full-time employees, the determination of annual service for the purposes of calculating vacation entitlement under Article 19.1(a) shall have as its reference point the employee's anniversary date of permanent employment, it being understood that unpaid leaves of absence in excess of five (5) weeks

(except in the case of pregnancy or parental leave) do not constitute service for the purposes of vacation entitlement.

For permanent part-time employees vacation entitlement shall be determined by the completion of equivalent full-time paid hours.

19.2 NORMAL DEDUCTIONS FROM PAY

All normal deductions made from an employee's pay will be made from the vacation pay.

19.3 CREDIT AND USE (PFT, PPT)

Vacation days shall be credited monthly and may be taken as earned subject to Article 19.12.

19.4 VACATION OWING ON TERMINATION

An employee on cessation of employment, shall receive earned vacation pay. Should the employee have taken a vacation advance, the Employer shall deduct such amount from the employee's final pay cheque.

19.5 SUPPLEMENTAL VACATION

Employees may request, and subject to the efficient operations of the Branch, will be granted supplemental unpaid vacation of up to five (5) days annually. Requests for supplemental unpaid vacation must be made in accordance with Article 19.12. Regular vacation requests will be given priority over requests for supplemental vacation.

19.6 VACATION PAY CALCULATION (PFT, PPT)

Vacation pay for permanent full-time and permanent part-time employees shall be based on the particular employee's regular rate of pay effective immediately prior to the vacation period.

19.7 MAXIMUM UNBROKEN PERIOD (PFT, PPT)

An employee shall be entitled to receive his vacation in an unbroken period of up to four (4) weeks, unless otherwise mutually agreed upon by the employee and the employer. Where it can be demonstrated that the Branch's operations are adversely affected by the granting of four (4) week unbroken vacation periods, the Branch Head may require employees to take vacations in periods of less than four (4) weeks, but in any event no less than three (3) week periods, unless otherwise mutually agreed upon by the employee and the employer.

19.8 APPROVED LEAVE DURING VACATION

Where an employee qualifies for sick leave, bereavement or any other approved leave during his vacation period, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, upon mutual agreement, either be added to the vacation period or be reinstated for use at a later date.

Length of Service	Amount Payable	
	@ 100% Pay	@ 70% Pay
After second full year of service	15 days	plus 115 days
After third full year of service	20 days	plus 110 days
After fourth full year of service	25 days	plus 105 days
After fifth full year of service	30 days	plus 100 days
After sixth full year of service	35 days	plus 95 days
After seventh full year of service	40 days	plus 90 days
After eighth full year of service	45 days	plus 85 days
After ninth full year of service	50 days	plus 80 days
After tenth full year of service	55 days	plus 75 days
After eleventh full year of service	60 days	plus 70 days
After twelfth full year of service	65 days	plus 65 days
After thirteenth full year of service	70 days	plus 60 days
After fourteenth full year of service	75 days	plus 55 days
After fifteenth full year of service	80 days	plus 50 days
After sixteenth full year of service	85 days	plus 45 days
After seventeenth full year of service	90 days	plus 40 days
After eighteenth full year of service	95 days	plus 35 days
After nineteenth full year of service	100 days	plus 30 days
After twentieth full year of service	105 days	plus 25 days
After twenty-first full year of service	110 days	plus 20 days
After twenty-second full year of service	115 days	plus 15 days
After twenty-third full year of service	120 days	plus 10 days
After twenty-fourth full year of service	125 days	plus 5 days

Length of Service	<u>Amount Payable</u>	
	<u>@ 100%</u> <u>Pay</u>	<u>Pay</u>
After twenty-fifth full year of service		130 days

Note: This schedule shall be renewed on January 1st of each year.

b) **USE OF CREDITS**

Sick leave credits shall be reduced by one-half (1/2) hour for each one-half (1/2) hour that an employee remains on the payroll because of absence due to illness. The employee shall remain on the payroll at his/her usual rate of pay, or until sick leave credits are exhausted.

20.4 **LOSS OF TIME DUE TO ACCIDENT OR INJURY**

Loss of time due to accidents or injury occurring while on duty or illness inherent to occupation shall be charged against the employee's sick leave credits and the employee shall remain on the payroll at the usual rate of pay, unless or until sick leave credits are exhausted. The time for which compensation is paid by the Worker's Compensation Board will then be credited to the employee's sick leave credits.

20.5 **SICK CREDITS DURING LEAVE OF ABSENCE WITHOUT PAY**

Subject to Article 12.2, when an employee is given leave of absence without pay for any reason or is laid off on account of lack of work, and returns upon the expiration of any such period, he/she shall, upon return to work, retain any credits outstanding prior to the commencement of such leave or layoff. If such leave or layoff commences prior to the January 1st re-accumulation date and ends on or after the January 1st re-accumulation date, the employee will receive their full sick leave credit commensurate with their service date if they return prior to June 30th and fifty percent (50%) of each of their 100% days and their 70% days if they return on or after July 1st.

Except for sick leave entitlement during the first year of service, sick leave increments and re-accumulations occur only on January 1st or July 1st (where Article 20.5 applies) of each year, after the employee's individual anniversary date, according to the schedule outlined in Article 20.3.

Where an employee exhausts his/her full sick leave credits (130 days) he/she must return to work on full-time hours for at least fifteen (15) working days before the sick leave credits are restored.

Where the provision of Article 20.5 apply, and the employee is required to complete fifteen (15) working days as provided above, the amount of sick leave entitlement to be credited shall be determined by the day the employee returned to work, not the day the employee completed the fifteen (15) working days.

20.6 TERMINATION OF EMPLOYMENT

Sick leave credits cease on termination of employment for any reason.

20.7 ILLNESS EXCEEDING SICK LEAVE CREDITS

Subject to Article 20.15, whenever an employee's hours of illness exceed his/her sick leave credit, the excess hours of illness shall not be carried forward, but shall be regarded as hours without pay.

20.8 TEMPORARY AND CASUAL EMPLOYEES

Temporary and casual employees shall not come within the provisions of the sick leave plan nor will they be granted sick leave with pay.

20.9 DESIGNATED HOLIDAYS

Designated holidays shall not be charged against accumulated sick leave credits,

20.10 REQUIRED SERVICE

The three (3) month service requirement provided for in Article 20.3(a) shall be completed as of the anniversary of the first day of the calendar month following the date of commencement of employment, and no sick pay shall be authorized for the period prior to such anniversary.

20.11 DOCTORS CERTIFICATE- FIFTH DAY

Any employee whose illness extends to the fifth (5th) working day shall, on or before the fifth (5th) working day, file a Doctor's certificate with the Department Head.

20.12 DOCTORS CERTIFICATE- CONTINUED ILLNESS

A medical certificate shall be filed with the Department Head by the employee when twenty-eight (28) days have elapsed and every twenty-eight (28) days thereafter, since the commencement of the illness, or the date of the last medical certificate, for the duration of the illness.

In the event of continued absence due to illness, extending to twenty-eight (28) days, at the same time that the affected employee submits the requisite medical certificate, he/she will arrange to have his/her physician complete the Region's Fitness to work form which will provide information confirming the employee's inability to work; prognosis for recovery; expected return to work date; and any limitations that would prevent the employee from doing his/her job. This Fitness to Work form will be used to assist in developing a return to work plan and accommodating any disability which creates a barrier to successful return to the employee's job, where such a plan and/or accommodation is possible.

20.13 BOARD OF REVIEW

There shall be a Board of Review consisting of the Chair of Regional Council, the Chair of the Finance and Administration Committee and the Chief Administrative Officer. This Board shall review the case of an employee persistently claiming sick leave and also all other matters touching sick leave referred to it by an employee.

20.14 ILL DEPENDANT LEAVE

An employee entitled to sick leave credits may utilize not more than six (6) working days per calendar year in order to care for ill dependants of the employee within the employee's immediate family. Such absences shall be deducted from the employee's available sick credits.

20.15 ACCUMULATED SICK LEAVE BANK

Employees who have a sick leave bank, in accordance with the "Sick Leave Transition" Letter of Understanding attached to this agreement, may utilize their bank to "top-up" the sick leave provided under Article 20.3 as follows:

When an employee exhausts 100% days, he/she will be paid at the 70% rate for absences of one-half (1/2) day or less. If the absence is for more than one-half (1/2) day, the employee will have the option of being paid at the 70% rate or "topping-up" to 100%. If the employee opts to "top-up" for the more than one-half (1/2) day of absence, his/her sick leave bank will be decreased by three (3) hours.

When an employee exhausts all sick leave credits and is subject to being placed on hours without pay in accordance with Article 20.7, he/she will have the option to "top-up" from his/her sick leave bank.

20.16 SICK LEAVE TRANSITION

- 1) All employees, except EMS employees, who have five (5) or more years service, and fewer than 235 accumulated sick leave days, as of December 31, 1999 will be credited with an accumulated sick leave bank of fifty percent (50%) of their unused sick leave remaining to their credit at that time. The unused credits shall include credits acquired under the following provisions of the April 1, 1998 to March 31, 2000 Collective Agreement:
- 2) All employees, except EMS employees, who have less than five (5) years service as of December 31, 1999 will be credited with an accumulated sick leave bank of one hundred percent (100%) of their unused sick leave remaining to their credit at that time.
- 3) Employees receiving payment for the remaining fifty percent (50%) of their unused sick leave remaining to their credit at their rate of pay in effect as of January 1, 2000 or deferring the payment until their retirement, termination or death, as provided for hereunder. For clarity those employees who choose to defer payment until retirement, termination, or death shall receive payment at their rate of pay in effect at the time of retirement termination, or death.

- 4) In the event any employee is on sick leave as of January 1, 2000, the employee will continue drawing from their previous accumulated sick leave until return to work. Upon return to work, the unused sick leave credits shall be calculated; and their notice of option and payout dates adjusted accordingly.
- 5) Upon termination, retirement or death, any employee who had fewer than 235 sick days as of December 31, 1999 and who has an accumulated sick leave credit remaining from the fifty percent (50%) of their unused sick leave which was set aside for use under Article 20.15, shall have paid to them or their estate ten percent (10%) of the unused sick leave bank credits remaining at that time. The rate of payment shall be their rate of pay in effect at that time and shall be in addition to any payment that was deferred in accordance with Item 6.
- 6) Employees who have 235 or more sick days remaining to their credit as of December 31, 1999, shall have 117.5 days set aside for the payment options contained in Item 6 and all remaining sick days shall be placed in the employee's accumulated sick leave bank.

Upon termination or retirement, the employee will be entitled to payment for ten percent (10%) of the unused sick leave bank credits to a maximum of 12.5 days pay. Any remaining portion of the 10% shall be taken as a paid leave of absence, during which time the employee shall not be able to use Article 20.3 sick leave credits or accumulate vacation credits, however the employee will be paid vacation pay bi-weekly at a rate of 4% during the period.

In the event of death prior to termination or retirement, the entire ten percent (10%) of the unused sick leave bank credits shall be paid to the employee's estate.

ARTICLE 21 - LEAVE OF ABSENCE

21.1 a) **BEREAVEMENT LEAVE (PFT, PPT, TFT, TPT)**

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of pay and benefits in the case of the death of a member of the immediate family, as defined in Article 1.19. In the case of a spouse or child, an additional two (2) days will be granted.

b) **BEREAVEMENT LEAVE**

Where the funeral, in respect of the death referred to in Article 21.1(a) takes place outside of Ontario, any employee shall be granted, in addition to the leave of absence referred to in Article 21.1(a), reasonable leave of absence for travelling time at the discretion of the Employer.

c) **BEREAVEMENT LEAVE FOR CASUAL EMPLOYEES**

When a death occurs in the immediate family of a casual employee during a time when he/she is scheduled to work five (5) days or more (see Article 15.15), the entitlement to bereavement leave will be the same as for permanent and temporary employees.

21.2 **FUNERAL LEAVE**

An employee may, on application to the Branch Head or to a person designated by him/her, be granted one (1) day leave of absence with pay to attend a funeral.

21.3 **JURY OR WITNESS DUTY**

- a) An employee served with a jury notice or with a subpoena requiring attendance at court shall forthwith notify his/her immediate Supervisor.
- b) The pay of an employee will be maintained in accordance with his/her scheduled hours for time spent on jury duty or for time spent in attendance under subpoena at court, provided such employee furnishes to his/her immediate Supervisor a written statement from a proper public official or the solicitor or counsel of the party on whose behalf he/she is subpoenaed, certifying as to the date and time of his/her court attendance and the amount of remuneration received, and provided further that the employee pays to the Employer the amount of such remuneration other than mileage and meal expenses.
- c) An employee called for jury duty or subpoenaed for appearance at court, and who is temporarily excused from such duty or appearance, must report for work if at least half a day remains to be worked in his/her shift.
- d) During a period of jury duty an employee will be placed on "Day Shift".

21.4 **SPECIAL OCCURRENCE LEAVE**

Employees will be granted special leave of absence with pay and without loss of seniority for the following reasons, provided that the employee will provide verification of the Occurrence of such reasons upon request of his/her Supervisor:

Birth of a child by employee's spouse (including common-law spouse)	1 day
Placement of a child with the employee for adoption	1 day
Major fire or flood of principal residence or principal recreation property (at the discretion of the Supervisor, who's discretion shall not be arbitrarily exercised)	up to 3 days

Moving of employee's principal residence household 1 day per calendar year

Employee's attendance at Canadian Citizenship Court to take Oath of Citizenship 1 day

The above special leaves of absence will be available to all employees, however, permanent part-time, casual and temporary employees must be scheduled to work on the day(s) in question to be eligible.

21.5 LEAVE FOR MEDICAL EXAMINATIONS

Where the Employer requires staff members to take a medical examination or to have a complete physical examination as a condition of continuing employment, the time for such an examination shall be deemed to be time worked. Time off for such examination must be agreed to in advance and must be taken during a scheduled shift **unless otherwise** mutually agreed. The results of such examination shall be treated as confidential by the Employer and will not be released without the employee's consent.

21.6 MARRIAGE LEAVE

Upon an employee's marriage, three (3) days leave without pay, and without loss of seniority or benefits, will be granted provided that five (5) working days notice is given.

21.7 PERSONAL LEAVE OF ABSENCE - 3 DAYS

Subject to the approval of the employee's Supervisor, an employee may request and be granted leave of absence without pay of up to three (3) consecutive working days for personal reasons.

21.8 PERSONAL LEAVE OF ABSENCE - EXTENDED

The Employer will grant a leave of absence without pay upon the written request of any employee if the leave is for a good reason and does not unreasonably interfere with the efficient operation of the Employer's affairs. During such leave of absence seniority and service will continue to accrue for the first five (5) consecutive weeks of such leave but not thereafter. Benefit coverage, excluding LTD, shall be continued throughout the period at no cost to the Employer, provided the employee pays all applicable premiums in advance, by postdated cheque.

21.9 LEAVE FOR FEDERAL/PROVINCIAL/MUNICIPAL ELECTIONS

The Employer shall allow leave of absence without pay so that an employee may be a candidate in a federal, provincial or municipal election, in accordance with the provisions of applicable legislation.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

22.1 PREGNANCY/PARENTAL LEAVE

Pregnancy and parental leaves under this Article are granted pursuant to the Ontario Employment Standards Act, as follows:

a) Eligibility

i) Pregnancy Leave

Pregnant employees who have been employed for thirteen (13) weeks with the Employer prior to the estimated date of birth, are eligible for pregnancy leave without pay of up to seventeen (17) weeks.

ii) Parental Leave

All employees who have been employed for thirteen (13) weeks by the employer prior to the estimated date of birth or coming into care and custody of the child, and who qualify under the definition of "parent" below, are entitled to parental leave without pay of up to eighteen (18) weeks following the birth of their child or the coming into care and custody of an adopted child.

b) Definition of Parent

A parent includes natural and adoptive parents, and a person in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

c) Timing of Leave

i) Pregnancy Leave

Pregnancy leave shall not commence earlier than seventeen (17) weeks prior to the estimated date of birth.

ii) Parental Leave

Parental leave for pregnant employees must commence immediately following the expiration of the pregnancy leave, or immediately following the coming into care and custody of the child. Parental leave for all other employees must commence within the thirty-five (35) week period immediately following the birth of the child or the coming into care and custody of the child.

d) Notice

Employees eligible for pregnancy or parental leave must provide a minimum of two (2) weeks written notice to the Employer prior to the commencement of the leave. Employees on pregnancy or parental leave who intend to return to work prior to the expiration of the granted leave must provide a minimum of four (4) weeks written notice to the Employer prior to resuming his or her duties.

e) Benefits, Seniority and Service

Throughout a pregnancy or parental leave, an employee on such leave shall continue to accrue seniority and service for the purposes of pay increments. In addition, all benefits fully paid by the Employer shall continue to be paid by the Employer. Those benefits, including pension, to which there are co-contributions made by both the employee and the Employer shall continue in effect throughout the leave unless the employee gives written notice of his or her intention to discontinue his or her regular contributions, in which case such benefit coverage shall cease for the period of the leave.

f) Reinstatement

An employee who has taken pregnancy or parental leave shall be reinstated upon expiration of the leave in the position the employee most recently held if it still exists, or to a comparable position if it does not. In the event of a lay-off occurring, the provisions of the Lay-off and Recall Article shall apply.

g) Pregnancy and/or Parental Leave for Non-Eligible Employees

Department Heads may, within their sole discretion, approve pregnancy and/or parental leave for employees who have less than thirteen (13) weeks service with the Employer. Any such approved leave shall be on the same terms and conditions as herein established for eligible employees.

h) Extended Parental Leave

Extended leave under this collective agreement is governed by the following:

- i) Eligible employees on pregnancy leave or parental leave may apply for extension of an unpaid leave of absence for the purpose of caring for a child. Female employees requesting such an extension are entitled to, in addition to seventeen (17) weeks pregnancy leave and eighteen (18) weeks parental leave, an extension of up to a further seventeen (17) weeks. Male employees on parental leave may request an extension of up to seventeen (17) weeks, but such extension is solely within the discretion of the applicable Department Head. All such requests must be made no later than four (4) weeks prior to the expiration of the original leave, and, upon being granted, must be taken immediately following said expiration.
- ii) During extended leave, all credit for service shall cease. Seniority shall continue to accumulate. At the election of the employee, benefit coverage may continue, but at no expense to the Employer.

22.2 CREDITED SENIORITY FOR EMPLOYEES RETURNING FROM PREGNANCY AND PARENTAL LEAVE

Upon returning from pregnancy and/or parental leave, an employee's seniority, other than a permanent full-time employee's seniority, shall be adjusted for each full pay period of absence by the average hours worked per pay period in the eight (8) pay periods preceding the leave of absence.

22.3 PREGNANCY AND PARENTAL LEAVE SUB-PLAN

Effective the date of approval by the Employment Insurance Act, an employee who is on pregnancy leave or parental leave as provided under this Agreement and who is in receipt of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplemental Employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance benefits and any other earnings. The Employer agrees to pay seventy-five percent (75%) of the employee's regular weekly earnings for up to two (2) weeks of any applicable "waiting period" under the Employment Insurance Act. All payments shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub. In the case of pregnancy benefits, SUB payments following the "waiting period" shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. In the case of parental benefits, SUB payments shall continue while the employee is in receipt of such benefits for a maximum of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the last day worked prior to the commencement of the leave, times the employee's normal weekly hours.

Benefits provided herein are subject to the terms and conditions of the SUB plan registered with the Employment Insurance Commission.

22.4 VACATION CREDITS DURING PREGNANCY AND PARENTAL LEAVE

For the accumulation of vacation credits, service for permanent full-time employees shall be continuous during the period as defined in the Employment Standards Act for pregnancy and parental leave.

ARTICLE 23 - PAYMENT OF WAGES, ALLOWANCES & FEES

23.1 PAYMENT OF WAGES AND SALARIES

Effective the 1st day of April, 2001, the salary and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position set forth in the attached Schedules annexed hereto and forming part of this Agreement. Annual rates are to be used only for the purpose of annual estimates by the various departments of The Regional Municipality of York.

23.2 PAY DAY

Pay days shall be on alternate Thursdays.

23.3 a) INCREMENTS

Employees shall progress through the increment levels as set out in the attached Schedules 1 and 2.

b) EFFECT OF PAID LEAVE ON INCREMENTS

All time that an employee is absent on paid leave, sick pay or paid holidays shall be considered service for purposes of pay increments.

c) EFFECTIVE DATE FOR INCREMENTAL ADJUSTMENTS

Increments and salary adjustments for permanent full-time employees shall be effected at the beginning of the pay period following the employee's anniversary or position date, as the case may be, or for all other employees, following completion of the required paid hours in accordance with the table in Article 12.3, except when the anniversary or position date falls on the first day of the pay period, in which case the increments or salary adjustment shall be effective on the anniversary or position date as the case may be.

d) EFFECTIVE DATE FOR GENERAL WAGE ADJUSTMENTS

General wage adjustments for all employees shall be retroactive to the beginning of the first full pay period that includes the effective date of the adjustment.

e) WAGE INCREMENT LEVELS FOR PART-TIME EMPLOYEES

For permanent part-time, temporary part-time and casual employees, movement along the wage grid shall be based on full-time equivalent paid hours in accordance with Article 12.3.

23.4 a) **MILEAGE ALLOWANCE**

When an employee uses his privately owned motor vehicle on Regional business, he/she will be paid at the rate of 37¢ per kilometre for all distances so travelled. Each employee compensated shall be required to submit a statement indicating the origin and destination of each trip and the purpose of the trip.

b) **OTHER TRANSPORTATION EXPENSES**

Parking and/or alternate transportation charges necessarily incurred by an employee while on Regional business shall be reimbursed, upon submission of receipts, along with mileage allowance.

23.5 ASSIGNMENT TO HIGHER CLASSIFICATION

a) When an employee is required to perform the regular duties of a higher paid classification, whether inside or outside the bargaining unit, for the majority of the shift, he/she shall be paid at the next step on the grid of the higher paid classification which represents an increase of at least 35 cents per hour, up to the maximum rate for the higher paid classification for the entire shift. A "higher paid classification" is a classification whose maximum hourly rate exceeds the current maximum hourly rate of the employee's regular classification.

b) The foregoing provisions shall apply to periods during which the employee is absent on paid leave, on sick pay or paid holidays or on annual vacation, provided that such employee has been continuously paid at such alternate rate for at least three (3) months and such qualifying period has not been interrupted by aggregate of absences on paid leave, sick pay account, paid holidays or vacation in excess of twenty (20) working days prior to such absence on paid leave.

c) These provisions shall apply only when the three (3) continuous months service requirement has been fulfilled and such employee is still being paid such alternate rate at the commencement of such absence and such alternate rate will be paid only to the extent that it would have been paid if the employee had remained at work.

d) Where an employee is assigned to perform the regular duties of a higher paid classification and actually works sufficient aggregate time to qualify for an increment, he/she shall be granted such increment effective the pay period following the date on which he/she qualifies for such increment. In addition to actual time worked, and pursuant to Article 23.5(a) all time that an employee is absent on paid leave, sick pay, paid holidays, or annual vacation shall apply toward the employee's aggregate time in qualifying for an increment.

e) An employee may qualify for any subsequent increments in the same manner as set out above and will begin to accumulate such aggregate qualifying time immediately following the effective date of the initial increment.

23.6 ENTITLEMENT TO BENEFITS WHILE ON LONG TERM DISABILITY

An employee, on qualifying for long term disability, will be entitled, in accordance with the terms of the applicable insurance policy, to the following benefits from the commencement of LTD for a period of two (2) years or until he/she is no longer considered by the carrier to be totally disabled, whichever period is shorter:

OMERS	-	Waiver of employee contributions
DENTAL	-	Paid by Employer during the first year and paid by the employee during the second year
LIFE INSURANCE	-	Waiver of premium
EXTENDED HEALTH CARE (includes drugs and vision care)	-	Paid by Employer

Extended health and dental benefits will be continued for a permanent part-time employee, as outlined above, provided he/she continues to contribute his/her pro-rated share of the premium, based on his/her regular scheduled hours at the time the disability began.

23.7 IMPLEMENTATION OF NEW WAGE RATES

Following Union ratification of a Memorandum of Agreement for a new or renewed Collective Agreement, the Employer shall endeavour to implement any new wage rates pursuant to that Memorandum of Agreement in the pay period immediately following ratification by Regional Council. The Employer shall endeavour to implement retroactive adjustments in the pay period subsequent to the pay period in which new wage rates are implemented.

23.8 a) MEAL ALLOWANCE WHILE ON EMPLOYERS BUSINESS

An employee who is required to be away from the workplace over the meal period in attendance at meetings on the Employer's behalf shall be paid a meal allowance of \$7.50 unless a meal is provided.

b) MEAL ALLOWANCE FOR ADJUVANTS

Except when meals are provided, adjuvants who are required to supervise and eat lunch with residents away from the workplace shall be paid a meal allowance in accordance with Article 23.10(a).

23.9 CPR TRAINING

CPR training will be provided twice a year for Registered staff in order to assist them in maintaining their professional licencing requirements. It is agreed that the provision of CPR training is not an Employer requested course within the meaning of Article 31.1.

ARTICLE 24 – RETROACTIVITY

24.1 RETROACTIVITY

The wage adjustments for each job classification as a result of the Compensation Review 2000 are effective August 1, 2000.

The salary increases are:

- 2.1% effective April 1, 2001
- 2.2% effective April 1, 2002
- 2.9% effective April 1, 2003

24.2 INSURABLE BENEFITS

Insurable benefits as specified in Article 25 shall not be retroactive, but shall be implemented as soon as reasonably feasible after Regional Council's ratification of the Memorandum of Settlement. The Employer undertakes to notify the carrier of any revisions to the benefit package immediately following Council's approval and to request the carrier to implement such revisions as expeditiously as possible.

24.3 DISPUTES

Any grievance or any other matters in dispute between the parties that arise in the period between the date of ratification, by both parties, of the Memorandum of Agreement renewing the previous collective agreement and the signing of the new collective agreement shall be governed by the terms of the previous collective agreement, except where the Memorandum of Agreement provides specific dates that any provision takes effect.

24.4 RETROACTIVITY FOR FORMER EMPLOYEES

The Employer shall notify in writing, by registered mail, to the last known address, all eligible members of the Union who have terminated their service, on or after the coming into force of this Collective Agreement of any entitlement to retroactive pay adjustments. Those notified will be informed that they have six (6) weeks in which to advise the Employer of their intent to claim any applicable retroactive adjustments. Upon notification, the Employer shall then remit cheques in the appropriate amount forthwith. Those eligible members who fail to respond within six (6) weeks thereafter forfeit any right to retroactive adjustments.

24.5 IMPLEMENTATION OF RETROACTIVE ADJUSTMENTS

Following Union ratification of a Memorandum of Agreement for a new or renewed Collective Agreement, the Employer shall endeavour to implement any new wage rates pursuant to that Memorandum of Agreement in the pay period immediately following ratification by Regional Council. The Employer shall endeavour to implement retroactive

adjustments in the pay period subsequent to the pay period in which new wage rates are implemented.

ARTICLE 25 – BENEFITS

25.1 BENEFITS- GENERAL

Particulars of the Employer's current employee benefits program are set out in Article 25.3. The Employer agrees to make available during the term of this agreement the benefits and level of coverage as set out herein.

25.2 a) **ROLE OF EMPLOYER IN PROVIDING BENEFITS**

It is understood and agreed that the Employer is not an insurer as to any insurable benefits (Long Term Disability, Life, Dental, Extended Health, Accidental Death and Dismemberment) available, and that the exact coverage and payment of such benefits is governed by the terms of the Employer's particular policies of insurance in effect from time to time with the Carrier. Such policies of insurance may be viewed upon reasonable notice at Human Resources.

b) **CHOICE OF CARRIER**

The Employer maintains the right to select the carrier for the insurable benefits program, provided that the level of benefits conferred thereby is not decreased as a result of such selection.

25.3 BENEFIT COVERAGE

Permanent full-time employees, and permanent part-time employees on a pro-rata co-insured basis based on normally scheduled hours, are entitled to participate in the Employee Benefit Program as detailed below. It is understood by the parties that where a benefit entitlement refers to spouse, "spouse" means a person who is married to you except that a person of the opposite or same sex who is living and has been living with you in a conjugal relationship will be considered to be a spouse.

- | | | |
|----|--|---|
| a) | EMPLOYER HEALTH TAX | 100% Employer paid |
| b) | INSURED BENEFITS LIFE INSURANCE | 2 x annual salary to a maximum of \$100,000 paid 100% by Employer |

All eligible employees shall as a condition of employment participate in the Group Life Insurance provided hereunder.

LIFE INSURANCE FOR RETIREES (See Article 29.5)

- | | | |
|----|--------------------|---|
| c) | A D & D | 1.5 x annual salary to maximum of \$100,000 paid 100% by Employer |
|----|--------------------|---|

- d) **LONG TERM DISABILITY** 75% of monthly earnings to an "all source" maximum of \$4,000

The Long Term Disability Benefit shall be inclusive of any benefits paid under any pension plan (other than an employee's personal insurance purchased privately), Workplace Safety Insurance Benefits, or any other plan to which the Employer makes any contribution, such long-term disability benefits to be payable after six (6) continuous months absence from work on account of illness or injury; provided that all sick leave credits payable to an employee pursuant to Article 20 of this Agreement have been exhausted.

Where an employee continues on long term disability benefits beyond two years, and is considered by the LTD carrier to be totally disabled, the employee may continue extended health coverage and dental insurance coverage, until age 65 or until he/she is no longer deemed by the carrier to be totally disabled, by paying the existing monthly premium. Premiums are reviewed and revised annually in January.

- e) **EXTENDED HEALTH COVERAGE**

Drug Plan positive enrollment first payer
Drug Plan: adoption of 100% National Formulary; 80% Formulary84

Vision Care \$300 per person in a 24-month period

Eye examination by an optometrist limited to one examination in any twenty-four (24) month period, in addition to any government plan coverage, provided no portion of a charge for these services is payable under a government plan. (Effective January 1, 1999)

Semi-Private Hospital Cost of semi-private room

Supplementary Health Includes: Psychologist, Speech Pathologist, Chiropractor, Podiatrist, etc. - Reasonable and customary charge per visit covered, annual maximum of \$250 per person after OHIP maximum is reached

- Massage Therapy – Reasonable and customary charge per visit covered, 20 visits per calendar year per person

- Hearing Aids - \$500 per person in 5 year period

(See group benefit booklet issued by Mutual Life for details of further coverage.)

f) DENTAL PLAN

- Basic Preventative - 100% of current ODA fee schedule
- No deductible, No maximum

Note: Routine dental visits for check-ups and cleaning are covered once every nine (9) months, effective the date of this Collective Agreement.

- Major Restorative - 50% co-insured at current ODA fee schedule
- No deductible, No maximum

- Orthodontics - 50% co-insured at current ODA fee schedule
- No deductible, \$2,000 lifetime maximum per person

- Dentures - 50% co-insured at current ODA fee schedule
- No deductible, No maximum

Coverage for overaged dependants 25 years of age and under provided they are in full-time attendance at a recognized university or college.

25.4 BENEFITS

In consideration of the Employer's contributions to the employee benefits program, the Employer shall retain the employees' share of any Unemployment Insurance Premium reduction for which the Employer qualifies under the Employment Insurance Act.

25.5 PRO-RATED BENEFITS FOR PERMANENT PART-TIME EMPLOYEES

- a) All employees working up to and including 17.5 hours bi-weekly would pay 75% of the benefit premiums, they would receive 25% sick leave and vacation entitlement.
- b) All employees working in excess of 17.5 hours bi-weekly up to and including 35 hours bi-weekly would pay 50% of benefit premiums and would receive 50% sick leave and vacation entitlement.
- c) All employees working in excess of 35 hours bi-weekly up to and including 52.5 hours bi-weekly would pay 25% of benefit premiums and would receive 75% sick leave and vacation entitlement.
- d) All employees working in excess of 52.5 hours bi-weekly would pay 0 benefit premiums and would receive 100% of sick leave and vacation entitlement.

25.6 **INSURABLE BENEFITS FOR TEMPORARY AND CASUAL EMPLOYEES**

Temporary and casual employees shall be paid 10% of their regular straight time hourly rate in lieu of insurable benefits and sick leave.

25.7 **GENERAL LIABILITY INSURANCE**

The Employer agrees to maintain General Liability Insurance for the protection of Regional employees.

25.8 **BENEFITS BOOKLETS**

Booklets containing further details as to all benefits are available from Human Resources.

25.9 **REPORTING BENEFIT CHANGE INFORMATION**

Each employee shall report any changes in marital status or increase or decrease in dependants without delay.

25.10 **PERMANENT EMPLOYEES FILLING TEMPORARY POSITIONS (PFT, PPT)**

When a permanent employee fills a temporary position, the employee remains a permanent employee with all rights and benefits of a permanent employee.

**ARTICLE 26 - SAFETY & PROTECTIVE CLOTHING,
EQUIPMENT & UNIFORMS**

26.1 a) **GENERAL - CLOTHING & EQUIPMENT**

The Employer will provide safety equipment and protective clothing sufficient to protect the employee from injury to all employees who are required to perform duties where hazards exist. Where the Employer provides such equipment or clothing, it must be used or worn by the employee, provided however that it is recognized that there may be Occasions during an employee's working hours when the use or wear of such equipment or clothing may be unnecessary to the employee's safety or well-being.

b) **UNIFORMS AND PROTECTIVE CLOTHING**

Such equipment or clothing will be provided on the following basis:

- i) **Safety Helmets, Safety Glasses** (non-prescription), and **Safety Masks** will be provided to all employees as required by the nature of the work.
- ii) **First-Aid Kits** - The Employer shall supply first-aid kits in accordance with regulations under the Workplace Safety Insurance Act, in all work locations and Regional vehicles as well as any other areas as may be required under the Workplace Safety Insurance Act.

- iii) Coveralls (with reflective striping where needed) will be provided to engineers and maintenance at the Long Term Care Facilities, and will be maintained by the Employer.
 - iv) **Winterized** Coveralls with Reflective **Striping** - all Engineering and Maintenance staff in the Long Term Care Facilities who are required to work outside will be provided by the Employer with a pair of washable, winterized insulated coveralls to be replaced as required.
 - v) protective Gloves Protective gloves will be available as required to provide appropriate protection from dangerous materials, chemicals, paint or excessive moisture. Disposable gloves appropriate to protect against bio-hazardous infection will be provided as needed to nursing staff.

Employees requiring winter protective gloves will be supplied with 'Winter Lineman Gloves' by the Employer. New gloves will be issued on surrender of **worn** gloves.
 - vi) Footwear - An allowance of \$60.00 per year will be granted to all employees, including new employees, required by the Employer to wear special footwear, other than safety boots, appropriate to their duties. Payment will be in February of each year.
 - vii) **Safety Boots/Shoes/Rubber Boots** - An employee who is required to wear CSA approved safety footwear during the course of his/her duties shall be reimbursed for the purchase of safety footwear to a maximum of one hundred and thirty (\$130) upon submission of an original receipt. No more than two (2) pairs of safety footwear shall be approved for reimbursement in any twelve (12) month period.
 - viii) **Rainwear** - Each employee who is required to work in the rain will be provided with the following rainwear: pants, jacket, and hip-waders (where required).
 - ix) Parkas - The Employer will also make available and maintain Regional Parkas for employees who are required as part of their job to be out of doors during the winter months.
- c) UNIFORMS
- The Employer will make an annual payment of \$75.00 towards the purchase of uniforms and/or clothing each April to each Employee, including a new employee.
- d) PROPER **SIZING/GENDER** CORRECTNESS
- Uniforms which are Employer supplied shall fit and meet gender needs.

26.2 SUPPLY OF TOOLS

The Employer shall supply, and maintain in safe working order, tools and equipment required by the Employer to be used by employees in the performance of their duties.

ARTICLE 27 - WORKERS' COMPENSATION

27.1 ELIGIBILITY FOR WORKERS COMPENSATION

An employee who sustains an injury, occupational disease, or contagious disease arising out of and in the course of his/her duties is covered by the Workplace Safety Insurance Act.

27.2 THIRD-PARTY DAMAGE RECOVERY

Where in an action, or by settlement of a claim arising out of an injury to an employee who in respect of such injury has elected to claim compensation under the Workplace Safety Insurance Act, the Employer recovers damages from a third person, the Employer may in its discretion pay such damages or any portion thereof to such employee or in the event of his/her death to one or more of his/her dependents.

27.3 PAY WHILE AWAITING WSIB RULING

An employee who is injured on duty and who is unable to work as a result of such injury, shall, provided he/she has passed his/her probationary period, be paid an amount equal to his/her full net pay while the employee is off work which will be deducted from the employee's sick leave credits, until such time as a ruling has been made by the Workplace Safety Insurance Board upon the employee's claim including all appeals resulting from the claim. Such payment shall continue until "100% day" sick leave credits are exhausted, at which time the employee will have the option to have unused vacation and/or lieu time deducted; or to use their accumulated sick leave bank; or to take an unpaid leave of absence. "Net pay" is straight time regular wages, less legally required deductions.

If a WSIB claim is subsequently approved, payment will continue from the "100% day" sick leave credits, and the Employer will apply the employee's entitlement from the Workplace Safety Insurance Board to the employee's "100% day" sick leave credits to replenish those credits on a pro-rata basis.

Such payment shall continue until "100% day" sick leave credits are exhausted, at which time the employee will have the option to have unused vacation and/or lieu time and/or accumulated sick leave bank time deducted and replenished on the same pro-rata basis as sick leave credits.

Where sick leave credits and/or, where the employee has opted to use vacation, lieu time and/or accumulated sick leave bank time, and these sources are depleted, the employee will receive his/her benefit directly from the Workplace Safety Insurance Board.

27.4 WHEN CLAIM IS NOT APPROVED

Where the claim is subsequently not approved, there will be no replenishment of the employee's sick leave credits, vacation, lieu time and/or accumulated sick leave bank.

27.5 EMPLOYEES ON PROBATION

Employees who have not passed their probationary period, will, if their claim for Workplace Safety Insurance benefit is approved, receive their benefit directly from the Worker's Compensation Board.

27.6 WSIB RECIPIENTS' SENIORITY (PPT, TFT, TPT, C)

For a permanent part-time, temporary or casual employee, seniority credits shall be calculated on the basis of the employee's average number of paid hours per pay period during the eight full pay periods immediately preceding the date of the accident. For the purposes of clarity, a full pay period missed as a result of the injury will be credited with the average pay period as calculated above. Where less than a full pay period is missed as a result of the injury, seniority shall be credited for days scheduled and not worked.

27.7 PAYMENT FOR FIRST DAY OF INJURY

An employee who sustains a compensable injury and as a result must leave work before the end of his/her shift, shall be paid to the end of the shift.

27.8 RETURN TO WORK OF WSIB CLAIMANTS

An employee on a Workplace Safety Insurance leave who is no longer deemed disabled by his/her physician or by the Workplace Safety Insurance Board, shall be placed in his/her former or an equivalent position with the Employer.

27.9 UNION REVIEW OF FORM 7

If requested by the employee, the Employer agrees to supply the Union with a copy of the Workplace Safety Insurance Board Form 7 (Employer's Report of Accidental Injury or Industrial Disease) as soon as reasonably possible following the request. The Union shall be given the opportunity to meet with the Employer to discuss any perceived errors or omissions found on the Form 7.

ARTICLE 28 - LONG TERM DISABILITY ENTITLEMENT

28.1 LTD 100% EMPLOYER PAID

The premiums for the Long Term Disability Plan are one hundred percent (100%) Employer paid. The Long Term Disability Benefit shall be inclusive of any benefits paid under any pension plan, insurance plan (other than an employee's personal insurance

purchased privately), Workplace Safety Insurance, or any other plan to which the Employer makes any contribution.

28.2 LONG TERM DISABILITY ELIGIBILITY

Employees covered under the LTD plan become eligible to receive LTD benefits following absence from work for six (6) continuous months due to illness or injury. It is understood that during the eligibility period if an employee returns to work and absents himself/herself within thirty (30) days of the return date due to the same disability or a related cause, there is no requirement to serve an additional six month eligibility period. However, the initial six (6) month eligibility period will be extended by the number of days the employee returned to work.

28.3 ENTITLEMENT TO OTHER BENEFITS WHILE AWAITING LTD

An employee who is eligible to receive Long Term Disability benefits, who has completed his/her probationary period and who is on extended illness or injury and who uses all accumulated sick leave prior to the commencement of long term disability, will continue to be covered, in accordance with the terms of the applicable insurance policy, for the following benefits:

Dental Plan	Paid by Employer
Extended Health Care (including drugs and vision care)	Paid by Employer
Employer's Health Tax	Paid by Employer
Life Insurance	Paid by Employer
Long Term Disability	Paid by Employer
OMERS – Waiver of employee contributions on the first day of the fifth month of illness or injury	

Employees receiving the above benefits pro-rata are entitled to have those benefits maintained so long as the employee contributions are maintained.

28.4 LONG TERM DISABILITY ENTITLEMENT

The Employer will provide a long term disability benefit of seventy-five percent (75%) of monthly earnings to an "all source" maximum of \$4,000.

28.5 RETURNING LTD CLAIMANTS TO WORK

An employee who is no longer deemed disabled under the provisions of the Long Term Disability benefit shall be placed in his/her former or an equivalent position with the Employer.

In the event that returning an employee to his/her pre-disability position results in the layoff of another employee, the returning employee will not be reinstated until the affected employee has sufficient notice as set out in Article 14 of this collective agreement.

ARTICLE 29 - PENSION AND RETIREMENT BENEFITS

29.1 PENSION ENROLLMENT

Employees eligible pursuant to the Ontario Municipal Employees Retirement System Act shall be enrolled in the pension from the date of eligible employment.

29.2 NORMAL RETIREMENT DATE

Notwithstanding Article 10.1 each employee shall be retired upon attaining the age of sixty-five (65) years, such retirement to be effective upon the last day of the month in which the sixty-fifth (65th) birthday of such employee occurs.

29.3 SICK CREDITS

An employee who would otherwise be entitled to receive the cash equivalent of one half (½) of his/her accumulated sick leave credits upon retirement (up to a maximum of six (6) months salary) may, in lieu of receiving such payment, elect to take paid leave of absence equal to his/her payout entitlement prior to the anticipated date of retirement.

Sick and vacation credits will not accumulate during the period an employee is using up sick credit prior to retirement. Vacation pay will be paid bi-weekly at a rate of 4% during the period.

29.4 BENEFITS FOR EARLY RETIREES

Employees who qualify for an OMERS pension and who have twenty (20) years of service or more, shall have their Dental and Extended Health Care benefits paid between the time of retirement, which shall not be earlier than the age of fifty (50) years, until they attain the age of sixty-five (65) years.

29.5 PAID-UP LIFE INSURANCE

The Employer shall provide a paid-up life insurance policy for \$2,500.00 to all employees who retire at the normal retirement age of sixty-five (65) years, provided that the employee has at least ten (10) years of service with the Region.

ARTICLE 30 - DISCHARGE, SUSPENSION & DISCIPLINE

30.1 RIGHT OF UNION REPRESENTATION

Where a member of Management intends to interview an employee for the purpose of discipline, suspension, or to terminate an employee for cause, the member of management shall notify such employee within a reasonable time prior to imposing the discipline or discharge so that the employee may arrange to have his/her Steward, or in the case of a Steward or local union officer, a CUPE staff representative, present at the meeting. When an employee is discharged, suspended, or disciplined, he/she shall be

given the reason in the presence of his/her Steward. In all matters of discipline, suspension, or discharge the employer shall state in writing the reason for such discipline, suspension, or discharge and a copy shall be remitted to the Union. Any reply by the employee or the Union shall become part of his/her record.

30.2 DISCHARGE/SUSPENSION

In the case of an employee, other than a probationary employee, considered by the Union and the employee to have been discharged or suspended without just cause, the matter may be initiated at Step 4 of the grievance procedure.

30.3 NOTIFICATION TO UNION OF DISCHARGE/SUSPENSION

When an employee who has satisfactorily completed his/her probationary period of employment is discharged or suspended, both he/she and the Union shall be given written reasons for such discharge or suspension within five (5) working days of such discharge or suspension.

30.4 REINSTATEMENT

Should it be found that an employee has been suspended or discharged without cause, such employee shall be immediately reinstated to his/her former position, without loss of seniority, and shall be compensated for all time lost, including pension and other benefits, during such discharge or suspension, or by any other arrangement as to compensation which is acceptable to the parties, or which is set by an Arbitrator if the matter is referred to Arbitration failing agreement by the parties, except where statutorily prohibited. Any monies earned by an employee during the period of suspension or discharge shall not be deducted from any award made under this Article.

30.5 PROBATIONARY EMPLOYEE DISCHARGE

A probationary employee may be discharged without recourse to the grievance procedure. The Employer will advise the Union when a probationary employee is discharged. The Employer will discuss such discharge with the Union if requested.

ARTICLE 31 - EDUCATIONAL PROGRAMS

31.1 EMPLOYER REQUESTED COURSES

Where the Department Head or his/her designate requests an employee to attend an education or training course in the interest of the Employer, and where such course is related to the activities within the department in which the employee is engaged, attendance at such course shall involve no expense to the employee concerned for tuition fees, books, transportation according to Regional policy, meals and out-of-pocket expenses directly related to the course and his/her salary while on course shall continue. The same shall apply when the course is taken through correspondence, and shall involve no absence from the employee's regular duties.

31.2 EMPLOYEE REQUESTED COURSES

Where an employee requests permission from the head of a department to attend an educational or training course related to the activities of his/her employment, involving no absence from his/her regular duties, and the head of the department feels that the employee's attendance at such a course would be of benefit to the employee and Employer, the attendance at such course shall involve no expense to the employee concerned, subject to the employee providing the Department Head with satisfactory proof that he/she successfully passed such course or in cases where no examinations are held, that he/she had attended at least seventy-five (75%) percent of the total lectures given. Where the examination is held during the employee's regularly scheduled shift, the employee shall be granted sufficient paid leave to attend and write the examinations.

31.3 COURSES INVOLVING ABSENCES FROM WORK

Where the attendance of an employee at an educational or training course in which the whole or any part of the tuition fees are being paid by the Employer, involves absence from his/her regular duties for a period of five (5) days or more, approval must be obtained from Chief Administrative Officer prior to the commencement of such course. The Department Head shall initiate such approval.

31.4 BOOKS

Where the employee is reimbursed for expenses that include textual material supplied with the course, or where the employee is required to supply books in connection with the course, the Employer shall reimburse the employee for such books as required, and the books shall be the property of the Employer. Where textual material is supplied as part of the course and included in the registration fee, the texts shall remain the property of the employee.

31.5 EMPLOYEE SERVICE COMMITMENT

Where an employee attends an educational or training course at his/her own request, and is reimbursed for expenses which exceed \$750.00 per course excluding salary, the employee shall agree to remain with the Employer as an employee for a period of one (1) year following the completion of the course. Should an employee not fulfill this requirement, he/she shall reimburse the Employer for one hundred (100%) percent of the cost incurred. Should the employee cease to fulfill the requirement anytime within the year period, he/she shall reimburse the Employer at the rate of eight (8%) percent of the cost incurred for each full month of the year for which the requirement is not fulfilled.

31.6 APPLICATIONS

- a) Applications pursuant to Article 31.2 above will be submitted to the Department Head two (2) months prior to the commencement of the course applied for, indicating the type of course, institution and approximate cost.
- b) Prior to starting the course, the following information will be forwarded to the Department Head:
 - i) the name and summary of course content:

- ii) name and location of institution providing the course;
 - iii) dates and times of attendance; and
 - iv) tuition fees, cost of textual materials and accommodation and transportation costs.
- c) Applications made under Article 31.2 above will be submitted to the Branch Head who will comment on the proposed course and forward the application and comment to the Department Head for a decision and necessary action.

31.7 FIRST-AID AND CPR

Where the Employer requires staff members to be certified in First-Aid and CPR, the time required for certification or recertification shall be deemed to be time worked and the fees shall be paid by the Employer.

31.8 TIME-OFF-IN-LIEU OR PAY OPTIONS

Where an employee attends an educational or training course requested by the Employer, such time will be considered to be time worked. The employee shall have the option of either receiving pay for such time or equivalent time off. Time off accumulated will not be taken in amounts greater than three (3) days and cannot be taken in conjunction with vacation or holidays with pay unless mutually agreed by the Employer and the employee. Lieu time off will be taken at a time mutually agreed upon by the Employer and the employee.

31.9 UNION SPONSORED PROGRAMS

The Union may sponsor educational functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during employees' meal periods or following the regular working day. Conditional upon the Employer receiving reasonable notice of such seminars, etc. and providing the requested facilities are available, any expenses involved in such educational programs will be at the Union's expense.

ARTICLE 32 • CORRESPONDENCE

32.1 CORRESPONDENCE BETWEEN PARTIES

Unless mutually agreed otherwise, all correspondence between the parties arising out of this agreement shall if originating from the Union be addressed to:

Chief Administrative Officer (or Commissioner of Human Resource Services)
The Regional Municipality of York
17250 Yonge Street
Newmarket, Ontario L3Y 6Z1

and if originating from the Employer shall be addressed to the:

Unit Chair or Secretary
Canadian Union of Public Employees Local 905
Yonge Mulock Centre
16775 Yonge Street, Suite 216, Box 36
Newmarket, Ontario L3Y 8J4

or: Inter-office to the Local 905 mailbox

32.2 CORRESPONDENCE BETWEEN EMPLOYER AND EMPLOYEES

A copy of any correspondence between the Employer or his/her designate and any employee in the bargaining unit pertaining to a dispute as to the interpretation, administration or application of any part of this agreement, shall be forwarded to the Secretary of the Union.

ARTICLE 33 – POSITIONS AND CLASSIFICATIONS

33.1 NEW CLASSIFICATIONS- NOTICE

The Employer shall give written notice to the Union before it establishes a new classification either inside or outside the bargaining unit.

33.2 POSITION DESCRIPTIONS

The Employer shall, upon reasonable notice, make available to any Union representative for review, the complete set of existing Regional Position Descriptions in Human Resources. The Employer shall also forward all newly created or modified position descriptions to the Union as they arise. The Union representative shall be permitted to photocopy any position descriptions which are not in the possession of the Union or which do not correspond to Union copies.

ARTICLE 34 – JOB EVALUATION

34.1 JOB EVALUATION MAINTENANCE

- a) New classifications and/or classifications with significant changes in the duties after the date of ratification will be subject to an evaluation process determined by the parties (See Letter of Intent Re: Job Evaluation Maintenance).
- b) Classifications, referred to in subsection (a) that are requested to be reviewed by the maintenance process agreed by the parties must be accompanied by a current signed position description reflecting the changes in duties.
- c) No re-evaluation for twelve (12) months following the decision.

- d) The entire position is subject to review which may result in a reclassification to a lower or higher or current level/pay grade.

34.2 RED-CIRCLING

- a) Red-circling occurs when the new pay grade for a classification is lower than the old pay grade.
- b) If the employee's hourly rate is greater than the new pay range maximum, the employee shall stay at their current hourly rate and remain at this rate until the pay range for the classification meets or exceeds the employee's hourly rate. The employee will not receive further economic increases until the pay range meets or exceeds his/her hourly.
- c) If the employee's pay rate falls within the new range, but the old pay range maximum is higher than the new pay range maximum, the employee shall be entitled to the normal progression within the new range until his/her pay rate.

ARTICLE 35 - PERSONNEL FILE

35.1 ACCESS TO PERSONNEL FILE

Subject to the Freedom of Information and Protection of Privacy Act, an employee shall have the right, upon giving two (2) days notice to the Commissioner of Human Resources Services, to have access to and review his/her personnel file in the presence of a member of the Human Resources staff, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the record along with the document to which his/her response pertains. Upon request, the employee will be given a copy of any document(s) from the personnel file.

35.2 REMOVAL OF DISCIPLINARY DOCUMENTS

Where the record of an employee has been clear of disciplinary notations for any twenty-four (24) month period of employment, said employee may request the removal of any written warning or reprimand previous to that twenty-four (24) month period included in such file (except relating to misuse of drugs or illegal activities related to employment) and the said warning or reprimand shall be removed from the file and stricken from the record. Regardless, the record of any disciplinary action or warning shall not be referred to or used against an employee at any time after twenty-four (24) months following such action, provided no other related disciplinary action has been taken against that employee within that twenty-four (24) month period.

ARTICLE 36 - 12 HOUR SHIFTS

36.1 GENERAL

It is understood and agreed by the parties that where twelve (12) hour shifts are currently in use or implemented at a future date, employees working such shifts should be in an equitable position vis-a-vis employees working shifts outlined in the attached Schedules I and 2 of this agreement, inasmuch as the terms and conditions of this agreement are concerned. Therefore, except as otherwise provided in this Article, the terms and conditions of this agreement apply to employees working twelve-hour (12) shifts. This Article applies only to employees working twelve-hour shifts.

36.2 NORMAL HOURS OF WORK

The normal hours of work shall consist of twelve (12) consecutive hours.

36.3 NORMAL START AND QUITTING TIMES

Start and quitting times are determined by the Employer in consultation with the Union.

36.4 i) NORMAL WORK WEEK (12 HOUR SHIFT ARTICLE)

The normal pay period shall be seventy-five (75) hours for employees working a twelve (12) hour shift in the Long Term Care Division, determined by averaging the hours of work over a twelve (12) week cycle or a sixteen (16) week cycle.

ii) Rotating Shift Schedule (ACLP)

For those working a rotating shift schedule in the Alternative Community Living Program (ACLP), the normal pay period shall be seventy-five (75) hours, determined by averaging the hours of work over a twelve (12) week cycle, or a sixteen (16) week cycle.

iii) Permanent Day Shift (ACLP)

For those working a permanent day shift schedule in the Alternative Community Living Program (ACLP), the normal pay period will be seventy-five (75) hours, determined by averaging the hours of working over a twelve (12), or a sixteen (16) week cycle.

iv) Maximum Regular Scheduled Hours

Employees will not be scheduled to work regular shifts averaging more than a total of four hundred and eighty (480) hours in the twelve (12) week cycle, or six hundred and forty (640) hours in the sixteen (16) week cycle.

36.5 REST AND MEAL PERIODS

Every employee shall be afforded one (1) rest period of twenty (20) minutes and two (2) meal periods of thirty (30) minutes each per shift. Such rest and meal periods are to be taken at such time and places as may be decided by the immediate Supervisor and are included within the twelve (12) hour shift, and as such are paid at regular hourly rates.

36.6 DEFINITION OF OVERTIME

Overtime shall be defined as work authorized by the Employer in excess of a shift of twelve (12) hours, or as work authorized by the Employer in excess of four hundred and eighty (480) hours in a twelve (12) week cycle or six hundred and forty (640) hours in a sixteen (16) week cycle.

36.7 OVERTIME PREMIUMS

The overtime premium for excess hours as defined in Article 35.6 above shall be one and one-half (1½) times the employee's regular straight time hourly rate. The same hours cannot be claimed for both daily and weekly overtime, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this collective agreement.

36.8 PAID HOLIDAYS

- i) An employee who is required to work on any paid holiday shall have the option of:
- a) being paid at the rate of time and one-half (1 1/2) for all hours so worked and receiving eight (8) hours time off in lieu, or
 - b) being paid for all hours worked at time and one-half (1 1/2) plus eight (8) hours regular pay.
- ii) Where an employee, other than a casual employee, is scheduled off on a paid holiday, he/she:
- a) shall be credited with eight (8) hours lieu time, or
 - b) will be paid for eight (8) hours, or
 - c) where the employee is a part-time employee, shall receive a pro-rated number of paid hours or lieu time.

Lieu time may be taken at a mutually acceptable time to a maximum at any time of two (2) twelve (12) hour shifts.

- iii) Each employee shall diminish his/her earned paid holiday entitlement at a rate of one point three seven five (1.375) for each such day taken.
- iv) Each employee shall have the option on an annual basis to:
 - a) take eleven (11) earned lieu days paid at eight (8) hours, or
 - b) take eight (8) earned lieu days paid at eleven (11) hours, [each employee exercising this option, shall diminish his/her earned paid holiday entitlement at a rate of one point three seven five (1.375) for each such day taken].

36.9 VACATION - (PFT,PPT)

Vacation is earned on a monthly basis, with each earned vacation day equalling eight (8) paid hours. Vacation days taken by an employee diminish the employee's vacation "bank" by one and one-half (1½) times for each such day taken. The earning and taking of vacation for permanent part-time employees is on a pro-rata basis.

36.10 SPECIAL OCCURRENCE LEAVE

Where an employee qualifies for and is granted special Occurrence leave pursuant to Article 21.4, the paid day or days granted shall be for **twelve** (12) paid hours each.

ARTICLE 37 - GENERAL

37.1 INTERPRETATION- GENDER OR PLURAL

Wherever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine had been used wherever the context so requires.

37.2 PRINTING AND DISTRIBUTION OF AGREEMENTS

Within forty-five (45) calendar days following the ratification of this agreement, the Employer shall cause to be printed in pocket-sized booklet form, or such other form as mutually agreed, sufficient copies of this agreement and distribute them to the employees affected. Newly hired employees engaged after distribution has taken place will be given a copy of the agreement by the Employer. An additional thirty-five (35) copies annually shall be forwarded to the Secretary of the Union.

37.3 MEAL AND CHANGE FACILITIES

The Employer will endeavour to provide adequate meal and changing facilities for employees.

37.4 CREDIT UNION DEDUCTIONS

The Employer will make credit union payroll deductions to those credit unions with which it does business for employees on the written request of the employee, such written request to be submitted on a form provided by the Region.

37.5 COUNCIL AND COMMITTEE AGENDAS AND MINUTES

The Employer will provide to the Secretary and to the Unit Chair of the Union, at no cost, prior to each Council and Committee meeting the Council or Committee agenda, agenda add-ons and, where applicable, attachments, and following each Council or Committee meeting the minutes, by-laws and "after Council" documents, as soon as possible prior to or following the meetings. It is hereby understood and agreed that the Union is not entitled to documentation of closed proceedings of Council or Committee.

37.6 LOCKERS

A locker will be provided to each employee whose position necessitates a change of clothing or the securing of personal effects.

37.7 EMPLOYEES PLACED ON DAY SHIFT

Employees involved in meetings or negotiations with the Employer, as well as employees on Union Leave, shall be placed on day shift for the purpose of attending the meetings or negotiations or taking Union Leave.

37.8 SCHEDULES

The schedules attached hereto form part of this agreement.

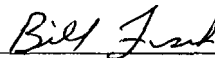
ARTICLE 38 - DURATION OF AGREEMENT

38.1 TERM OF AGREEMENT

This agreement shall become effective the date of ratification by both parties, and shall remain in force and effect until and including March 31, 2004. This agreement shall be automatically renewed, effective April 1, 2004 and from year to year thereafter, subject to such changes and alterations as may be negotiated from time to time. Notice may be given by either party to the other party, of intent to bargain, by hand or by registered mail, within 90 days of the expiration of this agreement or within 90 days of the end of any succeeding year. Negotiations shall begin within thirty (30) days following receipt of notification with the exchange of proposals, followed by meetings at such time as mutually agreed upon by the two (2) parties.

IN WITNESS WHEREOF the parties hereto have signed.

THE REGIONAL MUNICIPALITY OF YORK




Chairman

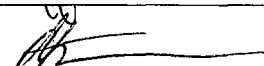


Chief Administrative Officer

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)**



Unit Chair



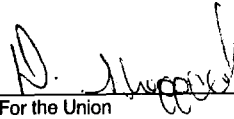
National Representative

LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)


RE: EMPLOYEE ASSISTANCE PROGRAM

The Employer agrees to continue the current Employee Assistance Program, conditional on the contract with the consultant being renewed by Regional Council for a further one year term.

Dated this 30th day of May, 2001.



For the Union



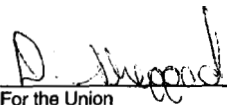
For the Employer

LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)


RE: ESTABLISHMENT REPORTS

The Employer agrees to provide quarterly staff complement summaries, and organization charts for Departments covered by **Local 905** as they become available.

Dated this *27th* day of May, 2001.



For the Union



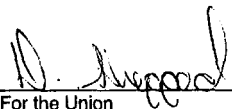
For the Employer

**LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)**


R E HOURS OF WORK AD HOC COMMITTEE

Where it is proposed that variable hours, flextime, staggered hours, or a compressed work week **be** established in an existing work unit, the parties shall, for the purpose of discussion, **set up** an ad hoc committee comprised of three (3) representatives of the Union, including at least one (1) from the section(s) concerned, and **up** to three (3) representatives from the Employer, including at least one from Human Resources, in each instance of such request being made. A recommendation will **be** achieved when a majority from each side of the committee are in agreement. The recommendation of the committee **will** be subject to ratification by a majority of the employees concerned. Once the recommendation is implemented a trial period of twelve (12) months will **be** established during which either the Employer or the Union may cancel the new arrangement by providing thirty (30) days written notice. Following the trial period, the new arrangement shall **be** considered as the established method of scheduling, and only subject to change through the mechanism as set out in this Letter of Intent.

Dated this ~~27th~~ day of May, 2001.



For the Union



For the Employer

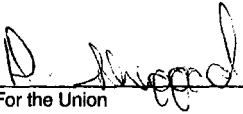
LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)


RE JOB SHARING

Job sharing means the division of a full-time position between two (2) permanent part-time employees, at the employee's request.

The Employer and the Union agree to maintain current job sharing arrangements. However, it is agreed that no new job sharing position will be created. In the event that one (1) of such employees terminates employment and no suitable replacement can be hired, the position will revert to the status of a full-time position.

Dated this 30th day of May, 2001.


For the Union


For the Employer

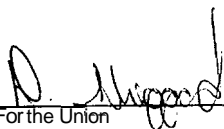
**LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)**

RE: MODIFIED WORK


The Employer and the Union shall strike an ad hoc committee to study and develop a Modified Work Program for temporarily injured or disabled employees on an individual basis. It being understood that a Modified Work Program is intended to provide a bridge by which the injured or disabled employee can fully assume his or her pre-injury job.

Apart from any Modified Work Program that is developed by the committee, it is further recognized by the Employer and the Union that in instances of permanent disability or handicap, the Employer and the Union have a duty pursuant to the Ontario Human Rights Code to accommodate such employees so that they may carry out the essential duties of their jobs. In instances where accommodation of the existing job proves impossible, the Employer undertakes to consider other existing positions that are more conducive to the abilities of the employee.

Dated this 26th day of May, 2001.



For the Union



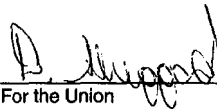
For the Employer

**LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)**


RE: TECHNOLOGICAL CHANGE

The Employer agrees to establish a joint Employer-Employee Committee representing management and all employee groups or unions to identify potential problem areas and to make recommendations to Council as to procedures for implementing technological change in order to minimize any adverse effect of such change on Regional employees and Regional jobs.

Dated this 30TH day of May, 2001.



For the Union



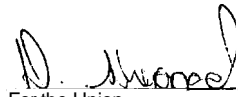
For the Employer

LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)

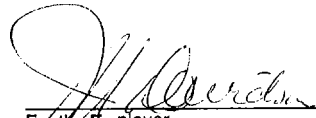
RE: VDT SCREENS

Upon request from a pregnant employee whose duties involve prolonged use of a video display terminal, the Employer shall endeavour to modify the duties or the work station temporarily in such a way as to reduce her exposure to the video display terminal. Nothing herein is to be construed as an admission by the Employer that there is any health risk associated with video display terminal radiation emissions.

Dated this 26th day of May, 2001.



For the Union



For the Employer

LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)

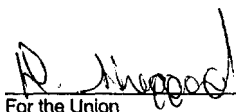
RE: TEMPORARY SECONDMENTS


The Employer and Union have agreed to allow the temporary secondment of employees for up to six (6) months to other work areas where mutually agreed upon between the Employer, Union and Employee.

The purpose of these secondments would be to assist with employee education, training and development.

Temporary secondments need not be posted and employees would remain in their existing classifications for the duration of the secondment.

Dated this 30th day of May, 2001.


For the Union


For the Employer

**LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)**

RE: LAYOFF RESULTING FROM CONTRACTING OUT

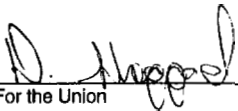
In the event of a layoff resulting from contracting out work presently performed by members of the Bargaining Unit, employees shall be laid off in accordance with the layoff provisions of the Collective Agreement.

With respect to the issue of contracting out by York Region, the Region will guarantee that until March 31, 2001, seventy-five percent (75%) of those employees who are permanent full-time as of April 1, 1998 will be provided with full-time employment.


This Agreement ~~does~~ not guarantee that employees will retain their present positions or positions they may hold at the time of layoff.

Further, this Agreement expires on March 31, 2004 and is not intended to set a precedent or prejudice future negotiations in any way.

Dated this 24 day of May, 2001.



For the Union



For the Employer

**LETTER OF AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)**

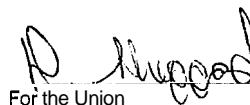
RE: DAYS OFF FOR OTHER THAN MONDAY TO FRIDAY


The parties agree to amend Article 15.14 (1993) as follows at the York Region Maple Health Centre and the York Region Newmarket Health Centre:

Days Off For Other Than Monday To Friday

- 15.14.1** Each employee who is required to work on any regular schedule other than Monday to Friday shall be given ~~two~~ (2) consecutive days off in each seven (7) day or other regularly scheduled shift period in lieu of Saturday and Sunday, provided that work schedules normally in effect at work locations which do not conform to the foregoing shall not be considered a violation of this Agreement.
- 15.14.2** Where schedules are implemented which provide for every other weekend off, the remaining days off may be scheduled as "split days off " or as otherwise agreed to between the Employer and the Union.

Dated ~~this~~ ^{30TH} day of May, 2001.


For the Union


For the Employer

LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL **905** (YORK REGION LONG TERM CARE UNIT)

RE: CASUAL EMPLOYEES

The parties agree as follows: where there is a conflict between the existing Collective Agreement and this letter, this letter shall govern.

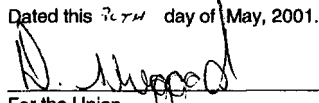
1. All casuals work all Units at a location.
2. Casuals shall be placed on a list in order of seniority. Casuals shall be called in order of seniority on a rotating basis during a pay period. A cap of **56.5** hours per pay period shall be placed on a casual employee.
3. Casuals will be available to work three (3) out of six (6) weekends, in a six (6) week timeframe. Employees not available for three (3) out of the six (6) weekends shall be deemed to have resigned.
4. A casual employee shall not refuse more than six (6) shifts within any six (6) week time frame for which he or she indicated his or her availability. Casual staff who fail to be available in accordance with this provision shall be deemed to have resigned.
5. Each refused shift shall be counted against the six (6) shift minimum referred to in paragraph 4.
6. Casual staff will make themselves available to work alternating Christmas and New Years as required by the employer. Casual staff who fail to be available in accordance with this provision shall be deemed to have resigned.
7.
 - a) When scheduling blocks of time, reference shall be made to Article 15.14 of the Collective Agreement. The senior casual must accept the majority of the block of time not to exceed cap hours to be eligible for the block. The remaining shifts not accepted by the senior casual will be allocated to the next senior casual until the entire block is covered.
 - b) Shifts offered within a given pay period and not accepted by Casual employees shall be counted toward the pay period cap.
 - c) Subsequent to all casuals being offered the block of time, or portion of the block; the block, or remainder of the block shall be offered to Permanent Part-Time staff in order of seniority. Not to exceed Permanent Part-Time hours.
8. Casuals will be booked in order of seniority not to exceed cap hours. Casuals must indicate non-availability or restrictions on the timesheets, two (2) weeks prior to the beginning of the next pay period. Casuals shall use identified codes to indicate

availability. Blank spaces on a timesheet with corresponding initials, indicate "available". When non-availability is indicated on the time sheet, casuals shall initial or authorise initials in the appropriate area. If no initials appear, the casual will be deemed unavailable and will not be offered shifts. Indicate shift and preference by employee name in appropriate area on timesheet.

9. Once a shift has been accepted by a casual he/she cannot cancel in order to accept greater hours/wages in another site/area.
10. All supervisors will plot all known vacations on a time sheet by in accordance with Article 19.12 to allow casuals in order of seniority to be pre-booked not to exceed cap hours to cover these absences.
11. When there is **less** than 24 hours notice of absence, a call will be placed to casuals. If no answer, leave a message and move Immediately down the list.

If greater than 24 hours notice, leave a message that you have **booked** the available casual in the shift and ask that they call back within 24 hours to confirm their attendance. If no confirming call is received within 24 hours, proceed down the list to the next available casual.
12. A casual employee who doesn't reply to a message will be deemed to have refused the shift. The inability to locate the employee will be deemed to be a refused shifts.
13. If availability changes, it is the responsibility of casual to alert all work sites of change immediately.
14. Hours worked will be indicated on top line of **the** timesheet by employee name.
15. Casual staff may choose to be available at two (2) work sites under the following criteria:
 - The casual will choose a primary work site and a secondary work site.
 - Casuals will be called in according to seniority at their primary work site. If that casual pool is exhausted, the employer will go to the **list** of employees on the secondary list and book relief staff by seniority.
 - The total number of casual hours shall not exceed **56.5** hours at all sites, and call in is on a rotating basis.

Dated this 26TH day of May, 2001.


For the Union


For the Employer

**LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
LOCAL 905 (YORK REGION LONG TERM CARE UNIT)**

RE: JOB EVALUATION MAINTENANCE

The parties agree to establish a job evaluation maintenance process that will review new classifications and/or classifications with significant changes in duties.

Preamble: The parties recognize that implementing the new Job Evaluation system will include procedures for maintenance of the system including the evaluation of newly created union positions. The duties, responsibilities and accountabilities of such positions may, in some cases, change significantly once the position has been staffed for a period of time. This letter of clarification shall outline maintenance procedures for the evaluation of new positions and clarify the scope of the Job Evaluation Committee.

The parties agree to the following:

New Positions

1. In order to commence recruitment of new positions, the Employer shall initially set the wage rates and advise the Union of the Pay Grade and Schedule.
2. The committee will review the evaluations of these new positions once the position has been occupied for a period of at least six (6) months and the probationary period is complete.
3. Should a re-evaluation determine that the job rating is at a higher grade level, the wages for the incumbent will be adjusted upward to the nearest salary rate closest to, but not lower than, the employee's current wage rate retroactive to hire date.
4. Should the re-evaluation determine that the job rating is lower than originally evaluated, the employee will receive "red-circle" salary protection, on the following basis:
 - a) Where the employee's wage rate is higher than the new grade level maximum, the employee shall retain his/her current salary. Economic adjustments shall not apply until the wage range of the new level meets or exceeds his/her wage level.
 - b) Where the employee's salary level falls within the range of the new level, he/she will be entitled to the normal salary progression within the new range until he/she meets the maximum of the new range.

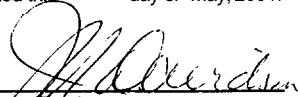
5. For clarity, this evaluation process as described above is applicable only to newly created union positions.

Changed Positions

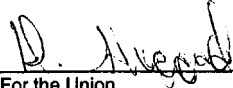
6. The Human Resource ~~Services~~ Commissioner and the Local 905 Unit Chairperson will determine if a review of a position by the Job Evaluation ~~Committee~~ is warranted.
7. Requests for evaluation review may be initiated by the appropriate Management and/or the incumbent provided that they include documented support of fifty percent plus one of the population for that position.
8. The classifications with significant changes to duties must be accompanied by a current signed position description reflecting the changes in the position.
9. The effective dates of any salary adjustments as a result of a classification review shall be the date of the request for evaluation review.
10. For purposes of clarity, the scope of the Job Evaluation Committee **shall** include the following:
 - a) To determine the appropriate and defensible **job** evaluation rating for each classification in the bargaining unit based on available information such as, but not limited, to job descriptions, job evaluation questionnaires, job postings and organization charts.
 - b) To ensure detailed records of job evaluation committee deliberations are maintained.
 - c) To discuss ways to improve/clarify the job evaluation process and/or methodology and to make recommendations.
11. For the purposes of clarity, the scope of the Job Evaluation Committee **shall not** include the following:
 - a) To determine weighting **factors** for the questions in the questionnaire; or
 - b) Compensation rates (**wage/salary** schedules) which are attached to classifications; or
 - c) Organizational design and structure issues; or
 - d) Job requirements and/or qualifications.

NB The parties will meet to review specific positions which may, in the opinion of the Union, be properly within the scope of the bargaining unit. Such meetings shall commence in October 2000 and during this time the Union agrees they will defer any challenges of management's placement of positions in the Non-Union Group. If there is no agreement at the conclusion of the round of discussions the Union may then act accordingly to challenge any of those decisions by the Employer to exclude positions.

Dated this 20TH day of May, 2001.



For the Employer



For the Union

**LETTER OF AGREEMENT
BETWEEN
M E REGIONAL MUNICIPALITY OF YORK
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS
LOCAL 905 (York Region Long Term Care)**

Re: Flex Time

The parties agree that the use of flex time can benefit both the operational needs and service of the employer and improve the quality of employment for the employees.

Definitions

Flex Time: The employee works the required full hours per week but with flexible start, stop and lunch times. The start and stop time must be **fixed** each day with core business observed.

Core Hours: Hours when all full-time employees must be present during their scheduled work day. These core hours may vary depending on the work schedule and demands of the business, but are generally from generally from 9:30 a.m. – 3:00 p.m.

Flexible

Hours: Hours within the workday in which the employee has the option to start and stop work. These flexible hours may vary depending on the work schedule, but are generally from 7:00 a.m. – 9:30 a.m. and 3:00 p.m. – 6:30 p.m.

The parties agree to the following:

1. Employees may voluntarily participate in flextime subject to conditions established by management.
2. Employee request for flextime shall not be unreasonable denied.
3. The employer has the sole discretion to authorize the implementation, Cancellation or revision of flex time schedules.
4. The employee, subject to management approval, selects a constant start and stop time which satisfies business requirements. Upon approval of the constant start and stop time, the employee must adhere to this work schedule. A copy of this work schedule is sent to the union and another copy to the employee's personnel file.
5. The employer shall provide reasonable notice to the employee when a flex time schedule is to be revised or cancelled.
6. Lateness and overtime shall be determined on the basis of the hours of work outlined in the flex time schedule.

7. There are positions that are deemed essential and as such are not subject to the flex time option.
8. Where there is a conflict between the existing collective agreement and this Letter of Agreement, this agreement shall govern.

Dated this 30TH day of May, 2001.



For the Union



For the Employer

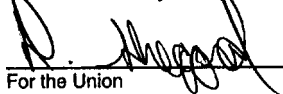
**LETTER OF AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS
LOCAL 905 (York Region Long Term Care)**

R E POSTING OF SENIORITY LISTS

The Parties to this Letter of Intent agree as follows:

1. When seniority lists are updated and posted, employees and management will be provided with a sixty day period to make any corrections necessary as a result of errors made subsequent to the last official posting. No revisions/corrections will be made prior to the previous official posting.
2. The last seniority list² posted by the Employer for all employees shall be used to determine layoffs, promotions, etc. In addition, the Employer shall retain a list of all employees hired into the Bargaining Unit subsequent to the last posting and these employees will be laid off in order of the most recent hires dates.
3. Once layoff notice has been served to an employee, the employee will have five (5) calendar days to notify the Employer in writing of his/her decision to accept the layoff or displace³ another employee. Should the employee fail to notify the Employer appropriately and within this time frame, it will be assumed that the employee has opted for layoff.
4. All temporary positions (excluding those created as a result of pregnancy and/or parental leave) shall be reposted after six months. The current incumbent of a temporary position may remain in the position beyond six months for a reasonable period during the posting and selection period.

Dated this 30th day of May, 2001.



For the Union



For the Employer

² Subject to corrections made during the sixty-day appeal period.

³ This is assuming the employee is eligible to displace another employee

**Schedule 1
Effective April 1, 2001**

Pay Grade	Job Title	Hours	Step	Hourly Rate	Progression
1	Housekeeper	37.5	1	14.09	Start
			2	14.70	735 hours
			3	15.32	18 months
2	Kitchen Worker	37.5	1	14.65	Start
			2	15.29	735 hours
			3	15.93	18 months
3	Support Services Worker Cleaner/Porter	37.5	1	15.21	Start
			2	15.88	735 hours
			3	16.54	18 months
4	Switchboard/Receptionist Outreach Program Worker	35	1	15.78	Start
			2	16.47	735 hours
			3	17.15	18 months
5	Activationist Health Care Aide Elderly Service Worker	37.5	1	16.34	Start
			2	17.05	735 hours
			3	17.77	18 months
6			1	16.91	Start
			2	17.64	735 hours
			3	18.38	18 months
7	Accounting Clerk Administrative Clerk Cook	35	1	17.47	Start
			2	18.23	735 hours
			3	18.99	18 months
8	Administrative Clerk-Intermediate	35	1	18.03	Start
			2	18.82	735 hours
			3	19.60	18 months
9	Administrative Clerk/Secretary	35	1	18.60	Start
			2	19.41	735 hours
			3	20.22	18 months
10	Accounting Clerk - Intermediate	35	1	19.35	Start
			2	20.20	735 hours
			3	21.03	18 months

Pay Grade	Job Title	Hours	Step	Hourly Rate	Progression
11	Registered Practical Nurse	37.5	1	19.73	Start
			2	20.58	735 hours
			3	21.44	18 months
12	Team Leader - Outreach Program	35	1	20.29	Start
	Team Leader, Houskeeping	37.5	2	21.17	735 hours
	Team Leader, Dietary	37.5	3	22.05	18 months
	4th Class Stationary Engineer	37.5			

**Schedule 2
Effective April 1, 2001**

Pay Grade	Job Title	Hours	Step	Hourly Rate	Progression
1	Social Worker (LTC)	35	1	26.30	Start
	Resource Coordinator, RPMHCS		2	27.44	735 hours
			3	28.59	18 months
2	Registered Nurse- (LTC)	37.5	1	26.95	Start
			2	27.87	735 hours
			3	28.79	18 months
			4	29.71	30 months
			5	30.63	42 months

**Schedule 1
Effective April 1, 2002**

Pay Grade	Job Title	Hours	Step	Hourly Rate	Progression
1	Housekeeper	37.5	1	14.40	Start
			2	15.03	735 hours
			3	15.65	18 months
2	Kitchen Worker	37.5	1	14.97	Start
			2	15.63	735 hours
			3	16.28	18 months
3	Support Services Worker	37.5	1	15.55	Start
	Cleaner/Porter	37.5	2	16.23	735 hours
			3	16.90	18 months
4	Switchboard/Receptionist	35	1	16.13	Start
	Outreach Program Worker	35	2	16.83	735 hours
			3	17.53	18 months
5	Activationist	37.5	1	16.70	Start
	Health Care Aide	37.5	2	17.43	735 hours
	Elderly Service Worker	37.5	3	18.16	18 months
6			1	17.28	Start
			2	18.03	735 hours
			3	18.78	18 months
7	Accounting Clerk	35	1	17.86	Start
	Administrative Clerk	35	2	18.63	735 hours
	Cook	37.5	3	19.41	18 months
8	Administrative Clerk-Intermediate	35	1	18.43	Start
			2	19.23	735 hours
			3	20.03	18 months
9	Administrative Clerk/Secretary	35	1	19.01	start
			2	19.83	735 hours
			3	20.66	18 months
10	Accounting Clerk - Intermediate	35	1	19.77	Start
			2	20.64	735 hours
			3	21.50	18 months

Schedule 1
Effective April 1, 2002

Pay Grade	Job Title	Hours	Step	Hourly Rate	Progression
11	Registered Practical Nurse	37.5	1	20.16	Start
			2	21.04	735 hours
			3	21.91	18 months
12	Team Leader - Outreach Program	35	1	20.74	Start
	Team Leader, Houskeeping	37.5	2	21.64	735 hours
	Team Leader, Dietary	37.5	3	22.54	18 months
	4th Class Stationary Engineer	37.5			

Pay Grade	Job Title	Hours	Step	Hourly Rate	Progression
1	Social Worker (LTC)	35	1	26.88	Start
	Resource Coordinator, RPMHCS		2	28.05	735 hours
			3	29.22	18 months
2	Registered Nurse - (LTC)	37.5	1	27.55	Start
			2	28.49	735 hours
			3	29.43	18 months
			4	30.36	30 months
			5	31.30	42 months

Pay Grade	Job Title	Hours	Pay Grade	Step	Hourly Rate	Progression
1	Housekeeper	37.5	1	1	14.82	Start
				2	15.46	735 hours
				3	16.11	18 months
2	Kitchen Worker	37.5	2	1	15.41	Start
				2	16.08	735 hours
				3	16.75	18 months
3	Support Services Worker	37.5	3	1	16.00	Start
	Cleaner/Porter	37.5		2	16.70	735 hours
				3	17.39	18 months
4	Switchboard/Receptionist	35	4	1	16.60	Start
	Outreach Program Worker	35		2	17.32	735 hours
				3	18.04	18 months
5	Activationist	37.5	5	1	17.19	Start
	Health Care Aide	37.5		2	17.94	735 hours
	Elderly Service Worker	37.5		3	18.68	18 months
6			6	1	17.78	Start
				2	18.55	735 hours
				3	19.33	18 months
7	Accounting Clerk	35	7	1	18.37	Start
	Administrative Clerk	35		2	19.17	735 hours
	Cook	37.5		3	19.97	18 months
8	Administrative Clerk-Intermediate	35	8	1	18.97	Start
				2	19.79	735 hours
				3	20.62	18 months
9	Administrative Clerk/Secretary	35	9	1	19.56	Start
				2	20.41	735 hours
				3	21.26	18 months
10	Accounting Clerk - Intermediate	35	10	1	20.35	Start
				2	21.24	735 hours
				3	22.12	18 months

**Schedule 1
Effective April 1, 2003**

Pay Grade	Job Title	Hours	Pay Grade	Step	Hourly Rate	Progression
11	Registered Practical Nurse	37.5	11	1	20.74	Start
				2	21.65	735 hours
				3	22.55	18 months
12	Team Leader- Outreach Program	35	12	1	21.34	Start
	Team Leader, Houskeeping	37.5		2	22.26	735 hours
	Team Leader, Dietary	37.5		3	23.19	18 months
	4th Class Stationary Engineer	37.5				

Schedule 2
Effective April 1, 2003

Pay Grade	Job Title	Hours	Step	Hourly Rate	Progression
1	Social Worker (LTC)	35	1	27.66	Start
	Resource Coordinator, RPMHCS		2	28.86	735 hours
			3	30.06	18 months
2	Registered Nurse - (LTC)	37.5	1	29.31	Start
			2	29.31	735 hours
			3	30.28	18 months
			4	31.25	30 months
			5	32.21	42 months

SCHEDULE "3"
WAGE RATES FOR STUDENT EMPLOYEES

The Employer will maintain the status quo on student wage rates which, for high school students, shall be the minimum wage or such higher wage as the Employer deems appropriate. For College and University students the following will apply:

Year One	75% of the Start Rate of the Classification in which they are hired
Year Two	80% of the Start Rate of the Classification in which they are hired
Year Three	85% of the Start Rate of the Classification in which they are hired.