

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, 2020 – MARCH 31, 2022

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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 Services; Environmental Services; Finance; Planning and Development Services; Community & Health Services; and Transportation Services.

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 twenty-four (24) 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. It is understood that employees whose current temporary assignment has exceeded twenty-four (24) months shall be a "permanent full-time" employee and will be credited with seniority to date of hire. It is further understood that a temporary assignment can only be posted for one twenty-four (24) month temporary period after which time the position shall be posted as permanent.

1.8 DEFINITION OF TEMPORARY PART-TIME EMPLOYEE

"Temporary Part-Time Employee" means an employee engaged for a period of up to twenty-four (24) months to fill a temporary part-time position or permanent part-time position for a period of twenty-four (24) months or less and regularly working less than thirty (30) hours per week. It is understood that employees whose current temporary assignment has exceeded twenty-four (24) months shall be a "permanent part-time" employee and will be credited with seniority to date of hire. It is further understood that a temporary assignment can only be posted for one twenty-four (24) month temporary period after which time the position shall be posted as permanent.

1.9 DEFINITION OF TEMPORARY POSITION

A "temporary position" means a position of up to twenty-four (24) months duration. A temporary position is a temporary assignment to cover pregnancy and/or parental leaves, LTD and any new positions/additions to staff. If a temporary employee is unable to complete their temporary assignment for any reason the employee will be deemed to have resigned.

1.10 DEFINITION OF CASUAL EMPLOYEE

"Casual Employee" means an employee engaged to work at irregular intervals on an "as needed" basis. 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 their employment.

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 twelve (12) consecutive months unless otherwise agreed by the Employer and Union.

- 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 13.9.

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, step child, step parent, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and former guardian; of an employee or their spouse. Spouse (including common-law spouse) is as defined in the Family Law Act, R.S.O. 1990, c.F.3, s.29, as amended 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.

1.23 DEFINITION OF SCHEDULED HOURS

In the case of Permanent Part-Time employees, for the purposes of pro-rating benefit entitlements and premium co-sharing, the scheduled hours are those hours for which they are hired to work. Where a part-time employee consistently works in excess of their regular scheduled hours over a period of six (6) months, this change will be reflected for pro-rating and premium co-sharing purposes.

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 and Seniors Services Division of the Community and 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 CUPE 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 CUPE 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. New employees shall be provided with a copy of the list of Stewards provided to the Employer by the Union as per Article 6.8.

3.4 UNION ORIENTATION OF NEW EMPLOYEES

A representative of the Union shall be given an opportunity to meet with 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 their responsibilities and obligations to the Employer and the Union. The Orientation shall be scheduled at a mutually agreeable time between the Union and the Employer having regard to the employee's duties and operational requirements.

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 Committee of the Whole/Regional 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, any personal email addresses provided by the employee, employment status, position, and work location and shall continue to supply the Union with its monthly hire and termination lists, for all employees in CUPE Local 905.

Where the Employer conducts confidential equity surveys or anonymously collects self-identified gender, race/ethnicity, disability, 2SLGBTQ+ data for the bargaining unit, it will provide this information in an aggregate format to the union.

3.7 VACANCY REPORTS (YORK REGION LONG TERM CARE UNIT)

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

3.8 PORTABILITY OF SERVICE

The Union and the Employer agree that when any person or persons from a CUPE Local 905 bargaining unit is required to be transferred, moved or realigned from another employer bargaining unit to this bargaining unit, any such claim shall be accompanied by verification of previous related experience and shall be applied upon completion of the employee's probationary period. The parties shall recognize the seniority and service of the 905 member, who following their work and recognize the service and seniority held in the previous bargaining unit.

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 CUPE 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 CUPE 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 CUPE 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 CUPE 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 SLIPS

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 CUPE Local 905 York Region Unit Chairperson will forward to the Employer a list of the names of members of CUPE 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 CUPE Local 905 York Region Long Term Care Bargaining Unit; the CUPE 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.

The parties may elect to have an equal number of Alternate members. In addition to the set numbers on the negotiation teams, the Employer or the Union may invite technical experts to assist the parties during negotiations.

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 their 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 representative 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 their 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 forty-five (45) 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 CUPE LOCAL 905 UNION OFFICE

Where an employee is elected or appointed to a full-time or part-time office within CUPE 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 their former position, or to a position comparable to that in which they were 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 two hundred and twenty-five (225) 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 CUPE 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 their 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 they are 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 or by means of electronic or facsimile transmission, as agreed upon by the Union and the Employer. 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 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 People, Equity & Culture Branch, and receipt will be acknowledged as described above. The Employer shall submit responses to the CUPE Local 905 York Region Unit Chairperson, Chief Steward or to the Grievor's Steward of CUPE 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, the grievance shall be filed at Step 2 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, the grievance shall be filed at Step 2 of the Grievance Procedure.

8.12 **GRIEVANCES RE: SEXUAL HARASSMENT**

Where an allegation of Sexual Harassment is made by an employee, the grievance shall be filed at Step 3 of the Grievance Procedure.

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 their 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 their Committee within five (5) working days, and who shall give their 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 or by means of electronic or facsimile transmission.

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, disability and membership or activity in the Union.

10.2 DEFINITION OF DISABILITY

In this Article, the term "disability" 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.

10.4 WORKPLACE HARASSMENT AND DISCRIMINATION

The Employer maintains a Workplace Harassment and Discrimination Policy which is posted online and available to all employees. This Policy will be reviewed and updated, including consultation with the Union, every two years or earlier as required. Employees will have a right to Union representation in initiating or responding to a complaint as set out under the Policy.

10.5 WORKPLACE VIOLENCE

The Employer maintains a Preventing and Managing Violence in the Workplace Policy which is posted online and available to all employees. This Policy will be reviewed and updated, including consultation with Joint Health and Safety Committee, and the Union

every two years or earlier as required. Employees will have a right to Union representation in initiating or responding to a complaint as set out under the Policy.

10.6 HARASSMENT AND DISCRIMINATION DATA

Every year (or two years if the data pool is too small) the Employer will provide to the Unit Chair aggregate data showing the number of complaints, the number of complainants, and respondents from within the bargaining unit, the nature of the complaint, and outcomes.

10.7 DOMESTIC OR SEXUAL VIOLENCE

The Parties acknowledge that domestic and sexual violence is a significant social problem that can affect the health and wellbeing of employees and that, in accordance with the Occupational Health and Safety Act, the workplace should be free of domestic or sexual violence. Employees experiencing such violence are encouraged to seek support in compliance with the Preventing and Managing Violence in the Workplace Policy and/or to discuss their right to leave(s).

10.8 GENDER NEUTRAL AND ACCESSIBLE WASHROOMS

In the event the Employer commits to build a new Regional facility or engages in an extensive retrofit of any of its existing owned facilities where bargaining unit members will be permanently located and washrooms are required, it will review at Labour-Management the arrangements for gender neutral and accessible washrooms having regard to building practices at the time.

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 their 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, TFT, TPT, 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, lay-off, and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

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 their 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. It is understood that time while on LTD or when on a graduated return to work program while still in receipt of LTD benefits is not considered paid hours.

12.3 SENIORITY CONVERSION TABLE

In the event that an employee changes their 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

Casual and part-time seniority at the time of conversion to full-time will not exceed 1715 hours annually.

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

12.4 SENIORITY LIST (PFT, PPT, TFT, TPT, 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.

1. When seniority lists are updated and posted, employees and management will be provided with a sixty (60) 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 list, subject to corrections during the sixty (60) day appeal period, posted by the Employer for all employees shall be used to determine job competitions, promotions, layoffs, etc. The last seniority list 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. All seniority credits accrued will be reflected on the next posted Seniority List.

12.5 **ACCUMULATION OF SENIORITY (PFT, PPT, TFT, TPT, 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 eighteen (18) months 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
- j) For up to nine (9) months while in a temporary non-union position.

12.6 RETENTION OF SENIORITY (PFT, PPT, TFT, TPT, 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/or parental leave, in excess of five (5) continuous work weeks in any calendar year; or
- 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.
- d) While in a temporary non-union position not more than twenty-four (24) months.

Remain in the Bargaining Unit

The employee must remain in the bargaining unit for a period of at least twelve (12) months before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer.

12.7 LOSS OF SENIORITY (PFT, PPT, TFT, TPT, 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 their resignation in writing within two (2) working days;
- c) Is absent without leave for more than two (2) 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 them of the notification by prepaid registered mail addressed to their 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 their current post office address;
- e) Following twenty-four (24) months lay-off for permanent employees;
- f) Retires;
- g) Following three (3) months in which a Casual employee does not work any shifts for reasons other than illness, injury or approved leave of absence; or
- h) They fail to return to work at the expiration of a leave of absence without a reasonable explanation.
- i) Subject to the provisions of the Ontario Human Rights Code if the employee is absent for thirty (30) consecutive months, unless the employee can provide

evidence that they will be able to return to work within a reasonable time period beyond such period.

ARTICLE 13 – HIRING, PROMOTIONS, TRANSFERS & STAFF CHANGES

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

- a) When vacancies occur, or a new job is created, the employer shall post such positions on the Employer's internal employee portal for a period of ten (10) working days, shall be Monday to Friday 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.

Employees may apply to such vacancies using the prescribed job posting application methods outlined on the job posting. Upon receipt of an e-mail application, the Employer will provide an electronic written response confirming receipt within two (2) business days.

b) **Eligibility List**

- i) An eligibility list will be created at least two (2) times per year to pre-qualify candidates for e-list positions defined in Article 13.1(b) (v).
- ii) An eligibility list shall be valid for the filling of future vacancies that may occur in the posted position during the six (6) month period that the eligibility list is in effect or until the list is depleted, whichever comes first. Eligibility lists become effective the date they are received by the Branch.
- iii) The selection of pre-qualified candidates shall be based on the criteria set out in Articles 13.1 (b), 13.7 and 13.8. Each selection decision for appointment and/or promotion shall be made on the basis of seniority.
- iv) Candidates on the eligibility list shall have the right to decline an offered vacancy once. In the event that a candidate on the eligibility list declines a second offered vacancy, their name shall be struck from the eligibility list and shall not be considered for any future vacancies in the position during the remainder of the period that the eligibility list is in effect.

v) **E-List Positions are:**

Personal Support Worker
Food Service Worker
Environmental Service Representatives
Cleaner/Porter
Registered Nurse
Registered Practical Nurse
Cook
Activationist

c) **Back Filled Positions**

When temporary vacancies are created by an employee filling a maternity and/or parental or LTD assignment, these vacancies shall be posted on a temporary basis up to the duration of twenty-four (24) months. It is understood that in such cases, Articles 1.7, 1.8 and 1.9 do not apply for the purpose of triggering permanent status. It is agreed that one (1) resulting backfill position shall be posted on a temporary basis up to the duration of twenty-four (24) months.

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, they 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 and the email and/or facsimile number to which an application may be sent. Such notices will also be sent to the Unit Chairperson of CUPE Local 905 (LTC) and will indicate the name of the employee being replaced.
- b) Notices posted for the positions of RN, Charge Nurse, RPN, and PSW, 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.

13.5 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.

13.6 JOB COMPETITION (PFT, PPT, TFT, TPT, C)

- a) In filling vacancies, new union positions or promotions, appointments for the following classifications:
 - i) Schedule 1 Pay Grade 11 (RPN) and above
 - a) Schedule 2 (all classifications)

The following factors shall govern:

- a) qualifications, experience, skills and ability, attendance, such criteria shall be bonafide; and
- b) seniority

Where the factors set out in (a) above are relatively equal amongst competing applicants, factor (b) shall govern.

- b) In filling vacancies, new union positions or promotions that are not covered in Article 13.7(a) above, the 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.

13.7 RESTRICTIONS

- a) A permanent employee (full-time and part-time) selected as a result of a permanent or temporary vacancy, and who accepts assignment to the position, will not be eligible to have their application considered for a further permanent or temporary vacancy for a period of up to twelve (12) months from the date of selection or length of the assignment, whichever is shorter, except as followings:
 - 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) A permanent employee who accepts a temporary position must return to their permanent position for at least twelve (12) months from the date of the return before accepting another temporary position, subject to Article 14.
- c) 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.
- d) Casual and temporary employees filling a temporary assignment need not be considered for a further temporary vacancy unless they are within six (6) weeks of completion of the current temporary assignment.

13.8 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 CUPE Local 905 once per month.

13.9 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 their 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, they shall be returned to their 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 their 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.

13.10 a) Pay for Promoted Employees

Where an employee is appointed to a higher paid classification as a result of a job posting competition, 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.

b) Pay for Reclassified Employees

When employees are reclassified, their new rate of pay will be determined based on a "step to step" progression. The reclassified employee will be placed on the same step in the new salary range and their salary review date will remain unchanged.

c) Pay for Accommodated Employees

When an employee is permanently accommodated into a new classification, their hourly rate of pay will be the step in the new grid that places them as close to their old hourly rate of pay as possible.

13.11 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.

13.12 **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, subject to Articles 12.5 and 12.6. The employee will return to their bargaining unit position within twenty-four (24) months in the acting position, unless the Union and the Employer otherwise agree.

13.13 **NO UNILATERAL TRANSFERS**

No employee shall be transferred to a position outside the bargaining unit without their consent.

13.14 **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 their duties.
- b) Such employee shall be on a probationary period, during which time they 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 their probationary period after twenty-four (24) months of employment.

13.15 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.

13.16 RELATED EXPERIENCE - REGISTERED NURSE, REGISTERED PRACTICAL NURSE & CHARGE NURSE

- a) With respect to new Registered Nurses and Charge Nurses, and their placement on the nursing wage grid, related experience above the minimum requirement in the job description, 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.

- b) With respect to new Registered Practical Nurses and their placement on the nursing wage grid, related experience above the minimum requirement in the job description, 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;

13.17 TEMPORARY SECONDMENTS

The Employer and Union have agreed to allow the temporary secondments of employees for up to twenty-four (24) months to other works areas, or other employers, 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.

It is understood that temporary secondments will not be used in cases where a permanent or temporary vacancy exists. In such cases, Article 13.1 applies.

13.18 INTERVIEW AND TESTING

The following principles will govern where employees engage in testing and/or interviews for vacancies:

- a) Employees will be informed that if they self-identify they shall be given reasonable accommodations for any protected grounds under the Ontario Human Rights Code.
- b) There will be at a minimum, two non-union staff on interview panels, one of which may be a representative of People, Equity & Culture.

- c) Testing for jobs will be administered through People, Equity & Culture or appropriate designate. The test / set interview questions correlating to a particular position will be the same test taken by all employees for that particular posting.
- d) The minimum percentage or mark required to pass a written test, will be determined by People, Equity & Culture prior to commencement of any testing. Employees will be notified of such minimum percentage prior to commencing the test.
- e) Names of test takers will be removed from all of the written tests for a position prior to marking.
- f) If an employee is unsuccessful in a permanent posting process, they may, no more than once per year, request a meeting with People, Equity & Culture to review their application, the interview and/or test results for an unsuccessful posting. This request must be made within a month of the applicant being notified of the decision with respect to a posting. It is understood that this discussion and review will take place in a manner which respects and maintains the ability to reuse interview questions and tests.

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 calender 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 their recall rights and thereby resigns, shall, provided they have 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 (PFT, PPT)**

In the event of a lay-off, employees within the classification in the location that the lay-off 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:

- a) the employee exercising this right meets the required qualifications for the position; and
- b) the employee they wish to displace has the same employment status.

If a vacancy exists (either temporary or permanent) an employee who elects to displace a more junior employee will be placed in the vacant position providing for (a) and (b) above. It is understood that if the displaced employee is placed in a temporary vacancy, at the completion of the temporary assignment, the employee continues to have rights under this Article.

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 their 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 their 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.

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

14.3 EMPLOYEES FACING LAY-OFF OBTAINING TEMPORARY POSITIONS

Notwithstanding Article 13.15(b) an employee who obtains a temporary position rather than being laid off shall, at the end of the temporary position, find themselves in the same situation they were in before accepting the temporary position (ie. 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, they 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 14.7.

14.7 RECALLS (PFT, PPT)

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 resident address. If a laid off employee fails to report, within eight (8) calendar days 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 and the laid off employee who failed to report will be deemed to have been resigned. An Employee's recall rights expire when they obtain through competition, a higher position within the same employment status from which they were 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 they are 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 CUPE 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 36, 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 36 - 12 Hour Shifts.

15.3 NO SPLIT SHIFTS

No employee will be required to work a split shift.

15.4 DURATION OF SHIFTS

No shifts will be less than four (4) consecutive hours. This is to include all hours in which the Employer is reimbursed for (i.e. escorts).

15.5 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 CUPE 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.

15.6 **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 the 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.

All changes to the schedule shall be updated daily. The previous four (4) week schedule reflecting actual shifts worked will be accessible to all staff via the LTC server.

15.7 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.

15.8 **MINIMUM REPORTING PAY**

An employee reporting for work on their regular shift, or who has been called in to work and reports to work, shall be paid their regular pay for the entire period worked, with a minimum of four (4) hours pay if they do not commence work because they are advised that no work is available, or for reasons beyond their control or not personal to their, and a minimum of four (4) hours pay if the employee does commence work.

15.9 **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 36 - 12 Hour Shifts.

15.10 **MAXIMUM LIMIT OF 13 HOURS**

No employee shall work more than thirteen (13) 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, they 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, they 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 a) **SCHEDULING OF PERMANENT PART-TIME EMPLOYEES**

Where it is known three (3) days in advance that an employee will be absent in the period covered by the current or ensuing schedule, the resulting work will be offered to permanent part-time employees in the location the work is required to be done in order of seniority. It is understood that the available work will be offered to permanent part-time employees on a rotational basis. Each work location will retain a list of permanent part-time employees in seniority order.

b) **SCHEDULING OF CASUAL EMPLOYEES**

- i) All casuals work all Units at a location.
- ii) Casuals shall be placed on a list in order of seniority (with availability identified). Casuals shall be called in order of seniority on a rotating basis. A cap of 59.5 hours per pay period shall be placed on a casual employee.
- iii) Casual will be available to work three (3) out of six (6) weekends, in a six (6) week time frame. Also a minimum requirement of 2 weekdays out of every pay period. Employees not available for the above criteria shall be deemed to have resigned.

- iv) Casuals will be available five (5) out of seven (7) holiday weekends based on mutual agreement. The holiday weekends are

- Family Day
- Easter
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving

- v) A casual employee shall not refuse more than six (6) shifts within any six (6) week time for which they indicated their availability. Casual staff who fail to be available in accordance with this provision shall be deemed to have resigned.
- vi) Each refused shift shall be counted against the six (6) shift minimum referred to in paragraph 4.
- vii) 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.
- viii) Shifts offered within a given pay period and not accepted by Casual employees shall be counted toward the pay period cap.
- ix) Subsequent to all Permanent Part-Time employees being offered the available work, the remainder of the block shall be offered to Casual staff in order of seniority providing it does not impact existing schedule, or incur overtime. Not to exceed Casual capped hours of 59.5.
- x) Casuals will be booked in order of seniority not to exceed cap hours. Casuals must indicate availability via the KIOSK.
- xi) Once a shift has been accepted by a Casual they cannot cancel in order to accept greater hours/wages.
- xii) A call will be placed to Casuals. If no answer, leave a message and move immediately down the list.
- xiii) 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.
- xiv) If availability changes, it is the responsibility of the Casual to alert all work sites of change immediately.

xv) 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 may choose 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 59.5 hours at all sites, and call in is on a rotating basis.

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.

15.16 NOTICE OF SHIFT SWITCH

Employees must give the Employer reasonable notice of intention to switch a shift and shall name the employee willing to exchange such shift in writing, subject to the approval of the Employer. In any event, it is understood that such switch in shift shall not result in any overtime payment, or happen on a regular recurring basis.

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 |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | National Day for Truth and Reconciliation |

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, as defined by the ESA calculations for statutory holidays, the average of the paid straight-time hours for all shifts worked in the two (2) 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 or pursuant to Article 19.7(ii). 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 WORKING CHRISTMAS AND/OR NEW YEAR'S DAY**

Employees who are required to work Christmas and/or New Year's Day shall receive payment at the rate of two (2) 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 or pursuant to Article 19.7(ii). Casual employees who are eligible for holiday pay shall be paid at the rate of two (2) times for all hours worked on the holiday plus holiday pay, but shall not have the lieu day option.

c) **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 their regular rate of pay for each holiday not so worked, provided:

- i) they have worked their scheduled shift before or after the holiday, subject to reasonable cause;
- ii) they are not in receipt of Workers' Compensation 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

Notwithstanding Article 1.22 all employees who work day shifts on Saturdays and/or Sundays will receive a premium of \$1.15 per hour for each hour of the shift. Employees who work evening and/or night shifts commencing on a Saturday or a Sunday will receive a premium of \$1.55 per hour for each hour of the shift.

17.2 SHIFT PREMIUMS

Employees who work a shift commencing on Monday to Friday, the majority of hours of which occur before 8 a.m. or after 4 p.m. will receive a shift premium of \$1.15 per hour for each hour of the shift.

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 shall be considered overtime if authorized in advance by the employee's Supervisor or designate. 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 (1½).

18.3 NO REDUCTION OF NORMAL HOURS

No employee shall be required to reduce their regular hours to compensate for overtime worked by them 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 their regular working day, shall be paid at their 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 \$13.00 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 their 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

- a) Each employee who has completed their regular day's work and who has left their 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 their 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. It is understood, however, that the appropriate minimum guarantee of three (3) hours shall be applicable only for one (1) separate call-back for any twenty-four (24) hour period and that for the second and subsequent call-back an employee shall be eligible only for the appropriate overtime rate of time and one-half (1½) for all hours actually worked once the assignment is accepted by the employee.
- b) Where an employee is required and authorized to respond to work related calls while at home the employee shall track the actual time spent on the telephone and be reimbursed for the actual time. An employee shall have the option to either receive overtime pay or equivalent time off for all overtime hours worked.
- c) There is no mandatory requirement for the employee to respond to the call back request, except for the employee who is scheduled for Standby pursuant to Article 18.11.

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 they shall receive a day in lieu of such holiday at a time designated by the employee and acceptable to the Employer or they 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 time off will not be taken in amounts greater than five (5) days subject to Article 19.7(ii). 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.

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**

- a) An employee assigned to standby will be paid two (2) hours pay at their regular straight time hourly rate for each day the employee is required to be on standby, except that on Saturdays, Sundays and paid holidays they will be paid three (3) hours pay at their regular straight-time hourly rate. Such standby pay shall not be included as part of regular working hours for the purpose of calculating overtime. It is understood, however, that the appropriate minimum guarantee of three (3) hours shall be applicable only for one (1) separate call in for any twenty-four (24) hour period and that for the second and subsequent call in an employee shall be eligible only for the appropriate overtime rate of time and one-half (1½) for all hours actually worked, starting from the time they leave for the call.
- b) Where an employee is required and authorized to respond to work related calls while at home the employee shall track the actual time spent on the telephone and be reimbursed for the actual time. An employee shall have the option to either receive overtime pay or equivalent time off for all overtime hours worked.
- c) When required to report to the location of the incident, the employee must do so within one (1) hour or as soon as is reasonably possible.

18.12 **PAGERS**

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

18.13 **STANDBY**

An employee assigned by their immediate Supervisor to be on standby, shall ensure that they are 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.

18.14 **DAYLIGHT SAVINGS TIME**

The Employer shall pay the employee who works daylight savings time all hours worked at straight time, and one (1) hour at overtime rates if the employee works an extra hour in their shift. The employee shall also receive full pay that they would have normally worked if the shift that is worked is moved one hour ahead.

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	Annual Vacation Entitlement in Days	Annual Vacation Entitlement in Hours for 7 hr Shifts	Annual Vacation Entitlement in Hours for 7.5 hr Shifts
1	10	70	75
2	15	105	113
3	16	112	120
4	17	119	128
5	20	140	150
6	20	140	150
7	20	140	150
8	20	140	150
9	21	147	158
10	22	154	165
11	23	161	173
12	23	161	173
13	24	168	180
14	24	168	180
15	25	175	188
16	25	175	188
17	26	182	195
18	26	182	195
19	27	189	203
20	27	189	203
21	28	196	210
22	28	196	210
23	29	203	218
24	29	203	218
25+	30	210	225

REGISTERED NURSES

During Year	Annual Vacation Entitlement in Days	Annual Vacation Entitlement in Hours for 7 hr Shifts	Annual Vacation Entitlement in Hours for 7.5 hr Shifts
1	15	105	113
2	15	105	113
3	15	105	113
4	20	140	150
5	20	140	150
6	20	140	150
7	20	140	150
8	20	140	150
9	21	147	157
10	22	154	165
11	23	161	173
12	23	161	173
13	24	168	180
14	24	168	180
15	25	175	188
16	25	175	188
17	26	182	195
18	26	182	195
19	27	189	203
20	27	189	203
21	28	196	210
22	28	196	210
23	29	203	218
24	29	203	218
25+	30	210	225

b) VACATION ELIGIBILITY (C)

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)

- i) An employee shall be entitled to receive their 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.
- ii) Lieu time banked pursuant to Articles 16.2 (a) and 18.9 shall be used before vacation credits when scheduling the maximum unbroken period.

19.8 APPROVED LEAVE DURING VACATION

Where an employee qualifies for sick leave, bereavement or any other approved leave during their vacation period, there shall be no deduction from vacation credits for such absence. For the employee to qualify for such sick leave, during their vacation period, the employee's scheduled vacation must be interrupted due to a serious illness or injury that would otherwise qualify them for sick leave. The employee must provide medical evidence

that supports their illness or injury during their vacation period. 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.

19.9 VACATION FOR EMPLOYEES CHANGING EMPLOYMENT STATUS

When an employee becomes a permanent full-time employee, the Employer shall calculate the employee's total paid hours from the date first employed in accordance with Article 12.3 and allow such employee the appropriate vacation allowance for such time in accordance with Article 19.1.

19.10 POSTPONING VACATION

- a) It is understood and agreed that as a general principle, employees are encouraged to take their annual vacation entitlement. At minimum, an employee must take an equivalent of at least two weeks vacation per year, which may or may not be consecutive.
- b) An employee may postpone part of their annual vacation entitlement, provided that decision is confirmed to their manager in writing and provided that the total vacation balance does not exceed forty (40) days or the equivalent in hours as outlined in Article 19.1(a).
- c) Any additional vacation days or hours beyond the cap of forty (40) days or the equivalent in hours as outlined in Article 19.1(a) shall be paid out in January of the following year at the employee's current regular rate of pay based on the balance over forty (40) days at end of calendar year.
- d) Where a manager requests, and the employee agrees, to the postponement of all or part of an employee's vacation, that period of time shall be in addition to the time specified in paragraph (a) above.

19.11 STATEMENT OF SICK LEAVE/VACATION

The Employer shall provide to each individual employee who qualifies, a detailed statement of their current accumulated sick leave and vacation credits.

19.12 SELECTION OF VACATION (PFT, PPT)

- a) Every employee shall give notice in writing to their Supervisor by the 15th of March in each year of their preferred vacation days. Upon receipt of such notice, vacation dates will be confirmed by the Supervisor by the 15th of April. Failure by the Supervisor to respond shall be deemed to be confirmation. Requests for vacation can be made again by September 15th with management approval on October 15th. When two (2) or more employees in the same section and within the same job status request the same or overlapping dates, vacation shall be assigned on the basis of bargaining unit seniority if necessary to maintain services.
- b) Employees who fail to give notice of vacation preference by the 15th of March or then again on September 15th shall be granted vacation, considering vacation dates confirmed by April 15th and October 15th respectively on a "first come first served"

basis, and such vacation will be confirmed or denied within two (2) weeks of application. Failure to respond to the vacation request within two (2) weeks shall be deemed to be confirmation.

- c) Employees intending to cancel approved vacation shall give two (2) weeks notice, in writing, to the supervisor. Failure to provide such notice will require the employee to take the vacation as approved.

19.13 VACATION ADVANCE

An employee wishing to take more vacation than they have earned within the first twelve (12) months of their employment may be granted such unearned vacation as a vacation advance at the sole discretion of their Manager.

19.14 TEMPORARY AND CASUAL - VACATION PAY (TFT, TPT, C, S)

In accordance with Article 19.1(b) casual employees will receive their vacation entitlement as part of their bi-weekly pay.

Temporary employees will receive their vacation entitlement in accordance with Article 25.6 (b).

19.15 USE OF PAID HOLIDAYS AND LIEU TIME PRIOR TO VACATION CREDITS

An employee must use their Paid Holiday lieu days as accumulated pursuant to Article 16.2(a) and/or lieu time pursuant to Article 18.9 before any vacation credits are used for taking time off work.

ARTICLE 20 - SICK LEAVE PLAN

20.1 SICK LEAVE (PFT, PPT)

- a) After three (3) months of service, as specified in Article 20.11, permanent full-time employees and, on a pro-rata basis, permanent part-time employees shall have the benefit of and be subject to the conditions contained in the Sick Leave Plan for employees of The Regional Municipality of York contained in this Article.
- b) An employee who accepts shifts in excess of their regularly scheduled hours will be paid for such shifts if they are worked. An employee who claims illness for such shifts will not be eligible for sick leave benefits and such shifts will be considered as cancelled.

20.2 CALCULATING SALARY OR WAGES

In calculating salary or wages for days of sick leave standing to the credit of any permanent full time employee, one (1) day's sick leave standing to the credit of an employee shall represent the equivalent of one (1) regular day of employment. Refer to Article 20.3 b) for actual sick hours entitlement for each schedule variation.

20.3 a) **SICK LEAVE CREDITS**

The purpose of the short-term sick leave plan is to provide benefits to an employee who is both eligible for the benefit and unable to work due to sickness and/or disability. The duration of the short-time sick benefits varies according to the terms outlined herein and covers the elimination period until long-term disability benefits are available for the eligible employee.

Short-term sick leave will apply to disabilities lasting up to one hundred and thirty (130) days and pay will be continued in accordance with the following schedule:

Length of Service	Amount Payable	
	<u>@ 100%</u> <u>Pay</u>	<u>@ 70%</u> <u>Pay</u>
From completion of three (3) consecutive calendar months of service to end of first year of service	--	75 days
After first full year of service as at anniversary date	10 days	plus 120 days
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

Length of Service	Amount Payable		
	@ 100% Pay		@ 70% Pay
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
After twenty-fifth full year of service	130 days		--

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

b) **SICK LEAVE CREDITS – IN HOURS**

The above schedule assumes a five (5) day work week. For individuals who work other than five days per week the sick entitlement is converted to hours. The chart below details the Sick Leave Credits in hours for each of the weekly hours variations which presently exist for CUPE members.

Sick Leave Credits – Conversion Chart Days to Hours

Equivalent Hours		
# "Days" per Article 20.3 (a)	35 hour work week	37.5 hour work week
5	35.0	37.5
10	70.0	75.0
15	105.0	112.5
20	140.0	150.0
25	175.0	187.5
30	210.0	225.0
35	245.0	262.5

Equivalent Hours		
# "Days" per Article 20.3 (a)	35 hour work week	37.5 hour work week
40	280.0	300.0
45	315.0	337.5
50	350.0	375.0
55	385.0	412.5
60	420.0	450.0
65	455.0	487.5
70	490.0	525.0
75	525.0	562.5
80	560.0	600.0
85	595.0	637.5
90	630.0	675.0
95	665.0	712.5
100	700.0	750.0
105	735.0	787.5
110	770.0	825.0
115	805.0	862.5
120	840.0	900.0
125	875.0	937.5
130	910.0	975.0

Deductions from these entitlements will be based on hours taken

c) 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 their usual rate of pay, or until sick leave credits are exhausted.

d) SICK CREDITS ENTITLEMENT

- i) Sick leave increments and re-accumulations occur only on January 1st (full entitlement) or July 1st (50% entitlement) each year, after the employee's individual anniversary date, according to the schedule outlined in Article 20.3, except for the sick leave entitlement during the first year of service.
- ii) Where an employee exhausts their full sick leave credits (130 days) they must return to work on full-time hours for at least twenty-eight (28) consecutive calendar days before the sick leave credits are restored, subject to Article 20.3 c (iii) and Article 20.5. It is further understood that approved bereavement leave from work will be included in the twenty-eight

(28) consecutive calendar days accumulation. Should an employee who is returning require standing appointments for ongoing treatment and these cannot be scheduled outside of their regular employment hours, medical documentation will need to be provided to the Employee Health Unit to support the treatment requirement and schedule. Absence for such treatments will not interrupt their accumulation however if they are absent for a full day for such appointment it is understood that day will also not count towards their accumulation.

- iii) Where an employee is not actively at work due to illness, leave of absence without pay, modified work program or lay-off as of January 1st or July 1st of each year, the sick leave credits will not be restored until the employee can work at least twenty-eight (28) consecutive calendar days.
- iv) Where the employee is actively at work for at twenty-eight (28) consecutive calendar days by June 30th, they will receive their full sick leave credit commensurate with their service date.
- v) Where the employee is actively at work for at least twenty-eight (28) consecutive calendar days on or after July 1st but before September 30th, they will receive fifty percent (50%) of each of their 100% and 70% sick leave credits.
- vi) Where the employee is actively at work for at least twenty-eight (28) consecutive calendar days on or after October 1st, they will receive twenty-five percent (25%) of each of their 100% and 70% sick leave credits.
- vii) Any remaining sick leave credits are not carried over to the New Year, except for under Article 20.6.

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, they 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.

20.6 SICK LEAVE CREDIT FOLLOWING PREGNANCY LEAVE

An employee who was on pregnancy leave and is not able to return to work due to illness shall have access to the sick leave credits that the employee had before her pregnancy leave and can be used during the sick leave that followed her pregnancy leave.

Sick leave increments and reaccumulations remain subject to the terms of the collective agreement in that the employee must return to full-time hours for at least twenty-eight (28) consecutive calendar days before receiving the entitlement under Article 20.5 of the agreement.

20.7 TERMINATION OF EMPLOYMENT

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

20.8 ILLNESS EXCEEDING SICK LEAVE CREDITS

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

20.9 TEMPORARY AND CASUAL EMPLOYEES

Temporary and casual employees shall not come within the provisions of the sick leave plan. Casual employees will not be granted sick leave with pay. Temporary employees will be granted sick leave with pay pursuant to Article 25.6 b).

20.10 DESIGNATED HOLIDAYS

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

20.11 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.

20.12 DOCTOR'S CERTIFICATE - FIFTH DAY

- a) Any employee whose illness extends to five (5) working days shall, on or before the fifth (5th) day, file a Doctor's certificate with the Department Head and/or supervisor.
- b) Notwithstanding the foregoing, the Employer may require an employee to provide a Doctor's certificate and/or a Fitness to Work Form for any absences of less than five (5) days where there is a demonstrated pattern of absences.

20.13 FITNESS TO WORK FORM – CONTINUED ILLNESS

A Fitness to Work Form completed by the employee's physician shall be filed with the Employee Health Unit by the employee when fifteen (15) days have elapsed and every thirty (30) days thereafter, since the commencement of the illness or, the date of the last Fitness to Work Form, for the duration of the illness.

The Fitness to Work Form shall provide information confirming the employee's inability to work and/or medical restrictions, treatment regime, prognosis for recovery, expected return to work date, and any limitation that would prevent the employee from doing their job. This Fitness to Work Form will be used to assist in developing a return to work plan, including temporary modified work and to accommodate any disability which creates a barrier to successful return to the employee's job, where such a plan and/or accommodation is possible.

The employee will give written consent on the Fitness to Work Form for the Employee Health Unit to seek clarification from the employee's treating health care professional regarding the current condition that is affecting the employee's ability to participate in an early return to work and/or modified work. The employee must co-operate with the Employee Health Unit's ability to seek clarification to ensure the continuation of their sick leave benefits.

20.14 ELIGIBILITY AND PAYMENT OF SICK LEAVE BENEFITS

- a) The employee must inform their immediate supervisor or designate of the employee's illness prior to the commencement of the work day unless such notice was not reasonably possible.
- b) A Fitness to Work Form is required within the specified time frames to ensure payment of short term sick leave benefits. Where the employee does not submit the Fitness to Work Form within the time frames, the days outside of the specified time frames will be without pay.
- c) No employee shall draw, during their active service with the Region, sick leave benefits if the absence from work is not due to their illness.

20.15 TEMPORARY MODIFIED DUTIES

- a) All modified duties and/or work assignments are temporary and intended to assist the employee's return to full duties. Such assignments shall be based on the employee's medical restrictions/abilities and on operational needs.
- b) The assignment of an employee to modified duties does not create a vacancy within the bargaining unit.
- c) Modified duties and/or work assignments can be implemented by the Employer for the employee's immediate return to work instead of the employee remaining on short term sick leave.

20.16 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.

20.17 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.

20.18 SICK LEAVE TRANSITION

- 1) All employees, except Paramedic Services 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 Paramedic Services 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 case of the death of the immediate family, as defined in Article 1.19. In the case of spouse, child, stepchild, parent, step parent, or sibling an additional two (2) days will be granted.

Where tradition dictates or where delayed services occur (interment or memorial) the bereavement leave days above may be used over two (2) separate occasions within six (6) months of the date of loss.

It is understood that bereavement leave is inclusive of Funeral Leave (Article 21.2).

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 unpaid 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 they are scheduled to work, the entitlement to bereavement leave will be the same as for permanent and temporary employees, as it pertains to scheduled days only.

21.2 FUNERAL LEAVE

An employee may, on application to the Branch Head or to a person designated by them, 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 their immediate Supervisor.
- b) The pay of an employee will be maintained in accordance with their scheduled hours for time spent on jury duty or for time spent in attendance under subpoena at court, provided such employee furnishes to their immediate Supervisor a written statement from a proper public official or the solicitor or counsel of the party on whose behalf they are subpoenaed, certifying as to the date and time of their 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 their 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 their 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 post-dated 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 in accordance with the provisions of the ESA and shall not fall below the entitlement as per the date of the signing of the Collective Agreement.

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 following the birth of their child or the coming into care and custody of an adopted child in accordance with the provisions of the ESA and shall not fall below the entitlement as per the date of the signing of this Collective Agreement.

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 their own.

c) Timing of Leave

i) Pregnancy Leave

Pregnancy leave shall be in accordance with the provision of the ESA and shall not fall below the entitlement as per the date of signing of this Collective Agreement.

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 be completed in accordance with the provision of the ESA and shall not fall below the entitlement as per the date of the signing of this CA.

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 their 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 their intention to discontinue their 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.

22.2 CREDITED SENIORITY FOR EMPLOYEES RETURNING FROM PREGNANCY AND 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 Canada Employment Insurance Commission (CEIC), 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 (EIA), shall be paid a Supplemental Employment Benefit (SUB) as follows:

- a) 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 EIA. All payments shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub.
- b) Employees in receipt of pregnancy benefits, will be eligible to receive SUB payments following the "waiting period" for a maximum period of fifteen (15) weeks. The Employer agrees to pay the equivalent of 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.

- c) Employees in receipt of parental benefits, will be eligible to receive SUB payments immediately following the expiry of pregnancy benefits or the waiting period for a maximum of ten (10) weeks.
 - i. Where an employee elects to take a standard parental leave, as defined by employment insurance provisions, the amount of the SUB payments will be equivalent to the difference between seventy-five (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance Benefits and any other earnings.
 - ii. Where an employee elects to take an extended parental leave, as defined by employment insurance provisions, the amount of the SUB payments will be equivalent to the total amount that would have been payable had the employee elected the standard leave option set out in paragraph i) above. For clarity, the total SUB (EI plus SUB plan) paid to the employee who elects the extended leave option will be no greater than the benefit paid under the standard leave option.
- d) Employees must advise the Employer of the leave option elected before the commencement of their parental leave.

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 CEIC.

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, 2010, 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 on 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.

Upon completion of their 735 hours, the applicable step progression will be retroactive to the beginning of the pay period in which the 735 hours were achieved.

d) **EFFECTIVE DATE FOR GENERAL WAGE ADJUSTMENTS**

General wage adjustments for all employees shall be effective the date of the negotiated adjustment in accordance with the attached Schedules.

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 their privately owned motor vehicle on Regional business, the mileage allowance shall be calculated at the prevailing per kilometre rate for all distances so travelled. Mileage shall be calculated from the employee's normal work location or their home, whichever is less.

b) **MILEAGE FORMULA**

The non-taxable cap kilometre rate established yearly by Canada Customs and Revenue Agency shall be maintained for the duration of this collective agreement. It is understood that any adjustment in the non-taxable cap during the term of this collective agreement shall be the new fixed mileage rate.

c) **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, they 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, they shall be granted such increment effective the pay period following the date on which they qualify 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 they are 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 two years
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 they continue to contribute their pro-rated share of the premium, based on their 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 EMPLOYER'S 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 \$13.00 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 23.8(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.

23.10 PAYMENT OF PROFESSIONAL FEES (PFT, PPT)

- a) When the Employer requires permanent full-time staff to have membership as a pre-requisite for employment as per the job description, such fee shall be fully reimbursed, subject to a satisfactory receipt. It is further understood that the employee must have a least one (1) years' service with the Employer;
- b) In the case of permanent part-time staff, the amount reimbursed shall be 50% of the fee, up to a maximum of \$500.00, subject to a satisfactory receipt. It is further understood that the employee must have a least one (1) years' service with the Employer;
- c) Temporary staff will not be eligible for any reimbursement however, if they convert to permanent status, their service as a temporary employee will be considered in calculating the service requirement;
- d) Casual staff will not be eligible for any reimbursement however, if they convert to permanent status, their service as a casual employee will be considered in calculating the service requirement. Such calculation will be based on actual hours worked as at the time of conversion;

- e) If the employee resigns/terminates from the Region within three (3) months of reimbursement of their professional fees, 50% of the reimbursed amount will be required to be repaid to the Employer by the employee;

ARTICLE 24 – RETROACTIVITY

24.1 RETROACTIVITY

- a) The annual wage increases are as follows:
 - i) 1.75% effective April 1, 2020
 - ii) 1.75% effective April 1, 2021

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 ELIGIBLE RETIREES UNDER OMERS

Former employees who retired in 2010 and qualified under OMERS shall be entitled to retroactive pay adjustments for 2010 only. The Employer shall notify in writing, by registered mail, to the last known address, all eligible retired members of the Union of their entitlement to pay adjustments in 2010 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 thirty (30) days 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 thirty (30) days 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 People, Equity & Culture.

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 **WAITING PERIOD FOR NEW HIRES**

After three (3) months of service, 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 conjugal relationship of at least twelve (12) consecutive months will be considered to be a spouse.

Following the completion of probation, the employee may submit receipts for the benefit coverage used during the waiting period. Payment shall be based on the date the service was received and the benefit entitlement pursuant to Article 25.3 (e) & (f).

- | | | | |
|----|--|---|---|
| a) | EMPLOYER HEALTH TAX | - | 100% Employer paid |
| b) | INSURED BENEFITS LIFE INSURANCE | | 2 x annual salary to a maximum of \$300,000 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 29.2)

- | | | |
|----|--------------------|---|
| c) | A D & D | 1.5 x annual salary to maximum of \$300,000 |
|----|--------------------|---|

paid 100% by Employer

- d) **LONG TERM DISABILITY** 75% of monthly earnings to an "all source" maximum of \$7,500

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 they are 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% Formulary 84
Prescription drug dispensing fee maximum \$10.00 per prescription
- The extended health benefits shall provide for mandatory generic prescription drug coverage in accordance with the insurance carrier's contract (effective May 1, 2017)

Vision Care

- \$475 per person in a 24-month period. Vision care benefit may be used toward laser eye surgery subject to the specified maximum (effective February 23, 2024).

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 | - Full semi-private hospital room coverage based on reasonable and customary charges (effective May 1, 2017) |
| Supplementary Health Includes: | <ul style="list-style-type: none"> - Speech Pathologist, Chiropractor, Podiatrist, Naturopath and Osteopath - Reasonable and customary charge per visit covered, annual maximum of \$500 per person after OHIP maximum is reached - Psychological benefits to include services of a Psychologist, Psychotherapist, or MSW, are provided to a combined maximum of \$2000 per person annually based on the reasonable and customary charges (effective February 23, 2024) <p style="margin-left: 40px;">Physiotherapy maximum of \$5,000 per person annually</p> <ul style="list-style-type: none"> - Massage Therapy to a maximum of \$1,000 per person annually - Hearing Aids - \$2,000 per person in 5 year period |

Extended Health Coverage benefits for a dependent child shall be on the basis of the following definition:

Dependent child means an unmarried natural, adopted or step child who is entirely dependent on the employee for maintenance and support and who is:

- a) under 21 years of age, or,
- b) under 25 years of age and attending a college or university full-time, or,
- c) physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on the employee for maintenance and support and while eligible under (a) or (b) above.

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

f) **DENTAL PLAN**

- | | |
|--------------------|---|
| Basic Preventative | - 100% of current ODA fee schedule
No deductible. Maximum of \$2,000 per person annually |
|--------------------|---|

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 | - 80% co-insured at current ODA fee schedule
No deductible, Maximum of \$2,500 per person annually |
| Orthodontics | - 50% co-insured at current ODA fee schedule
No deductible, \$2,500 lifetime maximum per person |
| Dentures | - 80% co-insured at current ODA fee schedule
No deductible, Maximum of \$3,000 per person annually |

Dental coverage benefits for a dependent child shall be on the basis of the following definition:

Dependent child means an unmarried natural, adopted or step child who is entirely dependent on the employee for maintenance and support and who is:

- a) under 21 years of age, or,
- b) under 25 years of age and attending a college or university full-time, or
- c) physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on the employee for maintenance and support and while eligible under (a) and (b) above.

g) **SURVIVOR BENEFITS**

In the event of the death of an employee while covered by this plan, coverage will continue for the employee's eligible dependents and employee's spouse until three (3) months after the date of the employee's death.

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 scheduled 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 scheduled 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 scheduled 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 scheduled in excess of 52.5 hours bi-weekly would pay 0 benefit premiums and would receive 100% of sick leave and vacation entitlement.
- e) Scheduled hours will be reviewed on a six (6) month basis.

25.6 a) **BENEFITS FOR PERMANENT FULL-TIME AND PERMANENT PART-TIME EMPLOYEES**

Benefit	Permanent Full-Time	Permanent Part-Time
Employer Health Tax	Legislated Health Tax paid by the Employer	Legislated Health Tax paid by the Employer
Group Insurance Plan LIFE & AD&D	All PFT are enrolled and premiums paid 100% by Employer	All PPT working at least 15 hours per week are enrolled and premiums paid 100% by Employer
Group Insurance Plan LTD	All PFT employees are enrolled and premiums paid 100% by Employer	All PPT employees working at least 15 hours per week are enrolled and premiums paid 100% by Employer
Group Insurance Plan Extended Health & Dental	All PFT employees are enrolled and premiums paid 100% by Employer	Participation is optional and premiums are shared pro-rata based on regularly scheduled hours
Short Term Disability Plan	Entitlement as provided in Article 20 of the Collective Agreement	Entitlement as provided in Article 20 of the Collective Agreement – Pro-rata based on regularly scheduled hours
Vacation	Entitlement as per Article 19.	Pro-rata (based on regularly scheduled hours) as per Article 19
Paid Holidays	Entitlement as provided by Article 16	Entitlement as provided by Article 16 Pro-rata based on scheduled hours
OMERS	Participation mandatory from date of employment	Participation optional based on the requirements of the plan

25.6 b) **BENEFITS FOR TEMPORARY EMPLOYEES (Effective May 1, 2017)**

Temporary full-time employees and temporary part-time employees on a pro-rata basis will be entitled to the employee benefit program as set out in the following chart:

Benefit	Temporary Full-Time	Temporary Part-Time
Life Insurance	2 X annual salary	2 X annual salary (eligibility requirement is minimum 15 scheduled hours per week)
Accidental Death & Dismemberment (AD&D)	1.5 X annual salary	1.5 X annual salary (eligibility requirement is minimum 15 scheduled hours per week)
Extended Health & Dental Coverage	All TFT hired from the date of ratification of this agreement will receive a Health Spending Account of \$1,750 per year, (pro-rated based on start date)	All TPT hired from the date of ratification of this agreement will receive a Health Spending Account (HSA) of \$1,750 per year, (prorated based on start date and scheduled hours)
Sick Days	3 non-cumulating sick days per year (maximum)	3 non-cumulating sick days per year pro-rated based on scheduled hours (maximum)
Vacation	10 days per year, accruing @ .8 days per month after one month of service	10 days per year, pro-rated based on scheduled hours and accruing after one month of service

c) **BENEFITS FOR CASUAL EMPLOYEES**

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

25.7 BENEFIT PLAN FOR POST 65 WORKERS

BENEFIT	POST-65PLAN (Payable to age 70)
Life Insurance	2 x annual salary
Accidental Death & Dismemberment (AD&D)	1.5 x annual salary
Extended Health & Dental	Same as pre 65 coverage <ul style="list-style-type: none"> • ODB first payer • Annual \$100 deductible in ODB Plan paid for member only
Long Term Disability (LTD)	No Coverage
Sick Days	60 sick days credited to the employee upon turning 65 and any entitlements to STD shall cease. No further sick days shall be earned or accrued. No payout gratuity.
Top up bank	Any entitlement i.e. 10% of existing top up bank will be paid out at age 65 based on the terms of the collective agreement

25.8 GENERAL LIABILITY INSURANCE

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

25.9 BENEFITS BOOKLETS

Booklets containing further details as to all benefits are available from People, Equity & Culture.

25.10 REPORTING BENEFIT CHANGE INFORMATION

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

25.11 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.

25.12 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Employer agrees to continue the current Employee and Family Assistance Program, conditional on the contract with the consultant being renewed by Regional Council for the term of the contract.

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 their duties shall be reimbursed for the purchase of safety footwear to a maximum of three hundred and twenty-five dollars (\$325.00) upon submission of an original receipt in a calendar year.
- 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.
- x) A summer student who is required to wear CSA approved safety footwear during the course of their duties shall be reimbursed for the purchase of the safety footwear to a maximum of seventy-five (\$75.00) dollars upon submission of an original receipt. The reimbursement shall be paid on the summer student's last pay cheque.

c) **UNIFORMS**

The Employer will make an annual payment towards the purchase of uniforms each April to each Employee required to wear a uniform, including a new employee on the following basis:

\$220.00 Permanent Full-Time
 \$170.00 Permanent Part-Time
 \$145.00 Casual/On Call

Those classifications deemed to be required to wear a uniform include:

Behaviour Support Resource Nurse
 Building Maintenance Worker
 Charge Nurse
 Cleaner/Porter
 Clinical Rehabilitation Nurse
 Cook
 Environmental Service Representative
 Food Service Worker
 Personal Support Worker
 Registered Practical Nurse
 Registered Nurse

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 their 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 their death to one or more of their 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 they have passed their probationary period, be paid an amount equal to their 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 their 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 their 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 their physician or by the Workplace Safety Insurance Board, shall be placed in their 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.

27.10 LEAVE FOR WSIB APPOINTMENTS

When an employee who has returned to work and is working full hours, is required to leave work for WSIB related appointments and/or treatment, such time shall be paid. It is understood that every effort will be made to schedule such appointments outside of scheduled work hours.

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 their 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 \$7,500.

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 their former or an equivalent position with the Employer.

For the purpose of this section the former position may not include the employee's work location prior to their sick leave and/or LTD.

In the event that returning an employee to their 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 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-five (55) years, until they attain the age of sixty-five (65) years.

29.3 HEALTH SPENDING ACCOUNT FOR RETIREES (PFT, PPT PRO-RATED)

Members who retire on or after April 1, 2010 and who qualify for an OMERS pension and have 20 consecutive years of recognized service with York Region, shall be eligible for a Health Spending Account (HSA) in the amount of \$2,000 per calendar year. The Account shall be available to the retired employee for the 10 years immediately following their 65th birthday. Eligibility for the HSA would cease at the end of the month in which the retiree turns 75, or at the date of their death, whichever ever occurs first.

The HSA shall be available to reimburse the retiree for health care expenses which are deemed allowable expenses by Revenue Canada. The retiree may also claim eligible expenses for their spouse and dependants against their Account. The retiree must submit original receipts in order to receive reimbursement from the Account.

It is understood that the Health Spending Account is not available to employees who remain actively at work beyond age 65; however, for those employees who retire after age 65, and meet the above noted entitlement criteria, the HSA would be available from their date of retirement up to the end of the month in which the retiree turns 75, or at the date of their death, whichever ever occurs first. It is further understood that for those employees who retire early and are entitled to continuation of benefits as per article 29, the HSA would be available as set out in paragraph one above.

29.4 SICK CREDITS

An employee who would otherwise be entitled to receive the cash equivalent of one half (½) of their 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 their payout entitlement prior to the anticipated date of retirement.

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 age sixty-five (65) years or older, provided that the employee has at least ten (10) years of service with York 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 their 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, they shall be given the reason in the presence of their 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 their 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 2 of the grievance procedure.

30.3 NOTIFICATION TO UNION OF DISCHARGE/SUSPENSION

When an employee who has satisfactorily completed their probationary period of employment is discharged or suspended, both they 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 their 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 their 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 their 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

- a) Where an employee requests permission from their Manager to attend an educational or training course related to the activities of their employment, involving no absence from their regular duties, and Management feels that the employee's attendance at such a course would be of benefit to the employee and the Employer approves such course, the attendance at such course shall involve reimbursement of tuition fees and course required textbooks to the employee concerned, subject to the employee providing their Manager receipts and satisfactory proof that they successfully passed such course or in cases where no examinations are held, that they 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.
- b) The employee requested courses are subject to Article 31.2 and are limited to the total of thirty (30) courses during the time period from January 1st to December 31st of each year. Eligibility for the thirty (30) courses will be based on equitable distribution to all full-time or part-time permanent employees and seniority.

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 their regular duties for a period of five (5) days or more, approval must be obtained from their Manager prior to the commencement of such course. The Manager 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 their 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, they 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, they 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
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 Designate
Canadian Union of Public Employees
Local 905 (York Region Unit)
165 Pony Drive
Newmarket, Ontario L3Y 7B5

or: Inter-office to the CUPE Local 905 mailbox.

32.2 **CORRESPONDENCE BETWEEN EMPLOYER AND EMPLOYEES**

A copy of any correspondence between the Employer or their 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.

32.3 **ACCEPTABLE FORMS OF CORRESPONDENCE**

Acceptable forms of correspondence include email and fax in reference to Article 32.2 above.

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 People, Equity & Culture. 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 their hourly pay rate.
- 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 their pay rate reaches the maximum.

ARTICLE 35 - EMPLOYEE FILE

35.1 ACCESS TO EMPLOYEE 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 People, Equity & Culture designate, to have access to and review their employee file in the presence of a member of the People, Equity & Culture 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 their response pertains. Upon request, the employee will be given a copy of any document(s) from the employee 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 1 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) **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 36.6 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, they:

- 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 their 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 their 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 - PLURAL

Wherever the singular, is used in this Agreement, it shall be considered as if the plural 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 one hundred (100) copies annually shall be forwarded to the Secretary of the Union. The cost of printing the collective agreements shall be cost-shared equally by the Union and the Employer.

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

- a) The Employer will provide 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.
- b) The Employer will provide to the Unit Vice Chair of the Long Term Care Unit, at no cost, prior to each Health Committee meeting the Committee agenda, agenda add-ons and, where applicable, attachments, and following each Health Committee meeting the minutes, 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 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.

37.9 DRIVER'S LICENCE

If any employee is required by the Region to drive their personal vehicle on Region business, or to operate Regional vehicles or equipment, the employee shall provide a copy of their driver's licence.

37.10 DRIVER'S LICENCE SUSPENSION

If an employee, who is required by the Region to drive their personal vehicle on Region business, or to operate Regional vehicles or equipment, loses their driver's licence, given a reduced classification and/or is otherwise prohibited from operating a vehicle, they must immediately advise their supervisor.

37.11 CRIMINAL REFERENCE CHECKS

- a) The Employer shall obtain from the police a criminal reference check for each employee hired after November 30, 2004 to ensure there is no record of criminal offences and/or criminal background that would be relevant to the duties and responsibilities to the position and/or services provided by the Employer.
- b) The criminal reference check shall be done before making the initial offer of employment and may be done every twelve (12) months thereafter. The employee shall fully cooperate with obtaining the criminal reference check.
- c) Criminal convictions that are relevant to the position and/or duties of the employee shall result in the termination of the employee.

37.12 QUARANTINE PAY

- a) Employees Under Quarantine
 - 1) Time lost by an employee because of job related circumstances with the Employer and as a result of being quarantined by a certified medical practitioner, or as a result of the operation of the provincial Designated Office Program, shall be treated as a leave of absence with pay for the period directed by the certified medical practitioner/Medical Officer of Health. In the event that an employee develops a related illness recognized by the WSIB, this absence shall be compensated as per WSIB policy and guidelines for the duration of the illness.
- b) Employees Under a Work Quarantine
 - 1) Employees required to work under a "work quarantine" because of job related circumstances with the Employer and as a result of being quarantined by a certified medical practitioner, or as a result of the operation of the provincial Designated Office Program, shall be paid at a rate of two (2) times their regular hourly rate of pay.
 - 2) Employees required to work above their normal hours of work under a "work quarantine" because of job related circumstances with the Employer and as a result of being quarantined by a certified medical practitioner, or as a result of the operation of the provincial Designated Office Program, shall be paid in accordance to B1 and an additional rate of pay of one and one-half (1½) for all hours worked above their normal hours of work.

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, 2022. This agreement shall be automatically renewed, effective April 1, 2022 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: ESTABLISHMENT REPORTS

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

DATED this 23 day of February, 2024



For the Union



For the Employer

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

RE: JOB EVALUATION MAINTENANCE

The parties agree to maintain a job evaluation maintenance process and Joint Job Evaluation Committee (JJEC) that will review new classifications and/or classifications with significant changes in duties.

The Parties have agreed upon Terms of Reference for the JJEC and these Terms of Reference may only be amended or changed with unanimous agreement of the voting Committee members and with the approval of the CUPE 905 York Region chair.

The 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 JJEC.

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 within six (6) months.
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 their current salary. Economic adjustments shall not apply until the wage range of the new level meets or exceeds their wage level.
 - b) Where the employee's salary level falls within the range of the new level, they will be entitled to the normal salary progression within the new range until they meet 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 Manager of Compensation and the CUPE Local 905 Unit Chairperson will determine if a review of a position by the JJEC 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 (50%) 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 JJEC 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 JJEC deliberations are maintained.
 - c) To discuss ways to improve/clarify the job evaluation process and/or methodology and to make recommendations.
11. For purposes of clarity, the scope of the JJEC ***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.

12. SETTLEMENT OF DISAGREEMENTS WITHIN THE JJEC

- a) In the event the JJEC is unable to reach agreement on the rating of a job or jobs, the co-chairpersons of the committee shall request, within ten (10) working days, that each party designate an advisor to meet with the committee and attempt to assist in reaching a decision.
- b) If, after meeting with the two (2) advisors appointed pursuant to 12(a) above, the committee remains unable to agree upon the matter in dispute within fifteen (15) working days, then either the Union or the Employer may refer the matter to the Job Evaluation Arbitration by stating this intention in accordance with Article 9.

- c) Either party may, by written notice to the other party, refer the dispute to a single arbitrator/mediator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- d) The Job Evaluation Arbitrator shall be governed by the Collective Agreement, the Terms of Reference and the Job Evaluation tool and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- e) The Job Evaluation Arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and may conduct the hearing in any manner which is procedurally fair including, without limitation, establishing a procedure for expediting the arbitration including requiring written briefs, or having the parties present will says or such other additional information as deemed necessary.
- f) The arbitrator's fees and expenses shall be borne equally between the parties.
- g) The time limits contained in this article may be extended by mutual agreement of the parties.


13. Reconsideration Process

The Parties agree that during the life of this Collective Agreement the JJEC, each with the support and participation of an advisor if they so wish, will discuss the establishment of a Reconsideration Process.


Reconsideration is a process where, following a job evaluation decision, any member of the JJEC becomes aware of significant new information about the position which might have amended the rating in a material way.

Within 90 days of the ratification of the Collective Agreement the Co-chairs of the JJEC will pre-set four meetings, separate and apart from Tuesday meetings, for this purpose and to discuss the experiences of such processes in other Municipal environments.

DATED this 23 day of February, 2024



For the Union



For the Employer

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

RE: ALTERNATE WORK ARRANGEMENTS

The parties agree that the use of alternate work arrangements 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.
Compressed Work Week:	An arrangement whereby the length of the work day is extended so the number of full-time hours per week are accomplished in less than the conventional 5 day work week and the remaining day or part day, depending on the cycle, is taken as paid time. The day or part day off is subject to approval to ensure customer service needs are met.
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 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.

1. The parties agree to the following:
2. Employees may voluntarily participate in alternate work arrangements subject to conditions established by management.
3. Employee request for participation in alternate work arrangements shall not be unreasonably denied.
4. The employer has the sole discretion to authorize the implementation, cancellation or revision of the alternate work arrangement schedules.
5. The employer shall provide reasonable notice to the employee when an alternate work arrangement 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 approved alternate work arrangement schedule.

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

DATED this 23 day of February, 2024



For the Union



For the Employer

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

RE: MINISTRY OF HEALTH LONG TERM CARE NEW GRADUATE NURSE INITIATIVE

The parties acknowledge a need to encourage recent nursing graduates to pursue careers in the Long Term Care field. Therefore the parties agree to facilitate the organizations' participation in this new MOHLTC Program.

Therefore, the parties agree to the following:

1. The rate of pay and benefits for a new graduate nurse position will be based on the funding provided by the Ministry for these positions;
2. The new graduate nurse shall work full-time hours for a period of 32 weeks. During the first 26 weeks the new graduate nurse will be scheduled to work above regular staff complement. During the next 6 weeks, the new graduate nurse will be scheduled to cover staff replacement and absences in the nursing department;
3. Long Term Care Branch will have no more than four (4) new graduate nurses on staff at any given time at each location (i.e. Newmarket and Maple);
4. The new graduate nurse will pay union dues;

DATED this 23 day of February , 2024



For the Union



For the Employer

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

RE: DEEMED TERMINATION FOR ABSENCES THIRTY (30) MONTHS OR GREATER

WHEREAS, the parties completed negotiations for the renewal of the collective agreement which expired on March 31, 2007;

AND WHEREAS, the parties resolved all issues through negotiations;


AND WHEREAS, the parties agreed on new language related to loss of seniority and deemed termination for absences thirty (30) months or greater;

AND WHEREAS, the Union requested a letter of undertaking from the Employer in such cases;

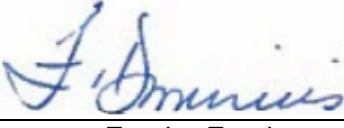
THEREFORE, the Employer commits to undertake the following:

1. In the situation where an Employee has been absent from work for 30 months or greater due to illness, injury or other absence, the Employer shall notify the Employee in writing that it is considering invoking the provisions of Article 12.7(i). The Union will be notified at the same time.
2. At such time, the Employer shall provide the Employee with the opportunity to submit information relating to future prognosis and ability to attend work.
3. Should the Employee fail to respond or provide additional information, the Employer will base their decision on information at hand.
4. The Employer shall consider any additional information the Employee provides prior to invoking the deemed termination. Unless the employee can provide evidence that they will be able to return to work within a reasonable time period, the Employer will terminate the employee and provide entitlements under Employment Standards Act and/or the Collective Agreement.
5. The termination of the Employee will not affect entitlement to approved wage replacement benefits (e.g. Long Term Disability, WSIB) and continuing eligibility will be judged on its own merits by the insurance carrier or WSIB.

DATED this 23 day of February, 2024



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: REPORTS FOR TEMPORARY VACANCIES

The Employer shall provide to the Union on a quarterly basis, a report(s) outlining the following in relation to Employees filling temporary vacancies. The report shall contain the following information:

A Listing of:

1. Permanent staff filling a temporary vacancy:

The Employee's name, their home position, job title of the vacancy being filled on a temporary basis and the length of time in the temporary position;

2. For Temporary staff:

Their name, the job title of the vacancy being filled on a temporary basis and the length of time in the temporary position.

DATED this 23 day of February , 2024



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 UNIT)**

**RE: LABOUR RELATIONS PILOT PROJECT PRESCHEDULED GRIEVANCE MEETINGS
AND EXPEDITED MED/ARB**

Within 90 days following the ratification of this Collective Agreement, the parties agree to meet and establish a working group of three persons from each Party, who may be supported by the CUPE National Representative and the Region's legal support, to develop and implement a Labour Relations (LR) Pilot Project for the 2022 and 2023 calendar years.

This Pilot will include working to establish some regularly scheduled branch Step 2 grievance meetings and Step 3 grievance meetings and a system for determining the grievances to be scheduled for hearing at these meetings in advance of the pre-scheduled dates.

This Pilot Project will also work to establish an expedited Mediation/Arbitration process which may be used for non-precedent setting cases where both Parties agree. This process is an informal and accelerated mechanism to facilitate a speedier resolution of the grievances arising out of the application of the Collective Agreement. The third-party Mediator/Arbitrator may establish a procedure including disclosure and/or written briefs and/or will says. The Parties will work to establish standing dates for the 2023 year for this expedited Pilot process.

In December of 2023, the parties will revisit both aspects of the LR Pilot Project to determine if there is mutual agreement to continue the process(es) for the duration of the Collective Agreement. Failing mutual agreement, the process(es) will end.

DATED this 23 day of February, 2024



For the Union



For the Employer

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

RE: LEVEL OF CARE / STAFFING

The Employer and the Union recognize that having the appropriate staffing level in Long Term Care directly effects the well being and health and safety of both employees and residents.

The Employer remains committed to making reasonable efforts to maintaining staffing levels at an appropriate level; which level will be set in accordance with its operational requirements and Article 2.3.

In the event an employee on shift is concerned that the staffing level for that shift may not be appropriate, the following should occur:

- a. the employee should inform the charge nurse and/or applicable supervisor of their concern and, where possible, should identify any factors (staffing or resident) which have given rise to the concern;
- b. should the charge nurse and/or applicable supervisor, consider it necessary or appropriate, they will attempt to call in another employee, extend shift duration and/or call in another employee early, reassign tasks, or reassign resources from other areas, where feasible.

Quarterly, at Labour Management meetings, there will be a Staffing / Level of Care standing agenda item to review any unresolved concerns noted above and to identify possible operational means of resolution, if applicable.

DATED this 23 day of February , 2024



For the Union



For the Employer

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

Re: LEAVE FOR LEAD STEWARD (YORK REGION UNIT & LONG TERM CARE UNIT)

As part of reaching this renewal Collective Agreement, the Employer and the Union will pilot a full time leave of absence for a Lead Steward in addition to the two (2) leaves under Article 7.2 in the York Region Unit Collective Agreement. During the life of the Collective Agreement, it is therefore agreed that subject to operational requirements and the ability to replace the employee, a temporary full time leave of absence shall be granted to one (1) employee who is elected or appointed to the Lead Steward position.

This pilot is being established to allow the parties to assess and determine whether having such a full-time leave will both ensure the availability of a steward to represent employees while also minimizing the disruption of local Stewards being withdrawn from the workplace during the workday. It is agreed and understood that the Lead Steward will primarily act as a steward while using other leave time for training of other stewards and administration.

The Employer will maintain existing wages and benefits for the employee on this leave. The Employer will invoice the Union and the Union shall reimburse the Employer for the cost of maintaining such employee's wages and benefits during the said leave of absence.

DATED this 23 day of February , 2024



For the Union



For the Employer

York Region - Schedule 1 - LTC CUPE 905, Long Term Care Unit									
Job Code	Job Title	Salary Plan	Hours	Pay Grade	Step	Progression	April 1, 2020 1.75%	April 1, 2021 1.75%	April 21, 2022 PSW PWE
		L1B	37.5	01	1	Start	22.96	23.37	
					2	735 hours	23.96	24.38	
					3	18 months	24.96	25.40	
2160	Food Service Worker	L1B	37.5	02	1	Start	23.57	23.98	
					2	735 hours	24.59	25.02	
					3	18 months	25.61	26.06	
2220	Cleaner/Porter	L1B	37.5	03	1	Start	24.64	25.07	
2225	Environmental Services Rep				2	735 hours	25.71	26.16	
2330	Support Services Worker				3	18 months	26.79	27.25	
3460	Adult Day Program Worker	L1A	35	04	1	Start	25.07	25.51	
					2	735 hours	26.16	26.62	
					3	18 months	27.25	27.73	
5095	Building Maintenance Worker	L1B	37.5	05	1	Start	26.08	26.54	
					2	735 hours	27.22	27.69	
					3	18 months	28.35	28.85	
2200	Personal Support Worker	L1B	37.5	06	1	Start	27.09	27.56	30.56
					2	735 hours	28.26	28.76	31.76
					3	18 months	29.44	29.96	32.96
2230	Activanist	L1B	37.5	07	1	Start	28.09	28.58	
2090	Cook				2	735 hours	29.31	29.82	
					3	18 months	30.53	31.06	
		L1B	37.5	08	1	Start	29.12	29.63	
					2	735 hours	30.38	30.91	
					3	18 months	31.65	32.20	
		L1B	37.5	09	1	Start	30.16	30.68	
					2	735 hours	31.47	32.02	
					3	18 months	32.78	33.35	
		L1B	37.5	10	1	Start	31.18	31.73	
		L1B	37.5	10	2	735 hours	32.56	33.13	
		L1B	37.5	10	3	18 months	33.91	34.51	
		L1B	37.5	11	1	Start	32.87	33.45	
					2	735 hours	34.30	34.90	
					3	18 months	35.73	36.35	
2010	Building Services Engineer	L1B	37.5	12	1	Start	35.09	35.71	
4385	Business Services Support Co-ordinator	L1A	35		2	735 hours	36.63	37.27	
2210	RAI-MDS Co-ordinator	L1B	37.5		3	18 months	38.15	38.82	
2190	Registered Practical Nurse	L1B	37.5						
2280	Team Leader, Environmental Services	L1B	37.5						
3470	Team Leader, Outreach Program	L1A	35						
4053	Volunteer Co-ordinator	L1A	35	13	1	Start	36.86	37.51	
					2	735 hours	38.46	39.14	
					3	18 months	40.07	40.77	
2295	Team Lead Mechanical	L1B	37.5	14	1	Start	38.33	39.00	
					2	735 hours	40.00	40.70	
					3	18 months	41.66	42.39	

York Region - Schedule 2 - LTC CUPE 905, Long Term Care Unit									
Job Code	Job Title	Salary Plan	Hours	Pay Grade	Step	Progression	April 1, 2020 1.75%	April 1, 2021 1.75%	
3420	Administrative Clerk	L2A	35	1A	1	Start	27.34	27.82	
					2	735 hours	28.54	29.03	
					3	18 months	29.72	30.24	
5440	Administrative Clerk-Intermediate	L2A	35	1B	1	Start	28.51	29.01	
					2	735 hours	29.75	30.28	
					3	18 months	30.98	31.52	
5450	Administrative Clerk/Secretary	L2A	35	1C	1	Start	29.98	30.51	
					2	735 hours	31.28	31.83	
					3	18 months	32.59	33.16	
2130	Scheduling Clerk	L2A	35	1D	1	Start	31.19	31.73	
					2	735 hours	32.56	33.13	
					3	18 months	33.91	34.51	
3005	Service Representative	L2A	35	1E	1	Start	32.87	33.45	
					2	735 hours	34.30	34.90	
					3	18 months	35.72	36.34	
9535	Statistical Data Co-ordinator	L2A	35	01	1	Start	35.09	35.70	
					2	735 hours	36.62	37.26	
					3	18 months	38.14	38.81	
3173	Admissions Co-ordinator - LTC				2	735 hours			
					3	18 months			
5053	Scheduling System Specialist	L2A	35	02	1	Start	38.08	38.75	
					2	735 hours	39.73	40.43	
					3	18 months	41.38	42.11	
5073	Social Service Worker - LTC				2	735 hours			
					3	18 months			
5013	Training Officer - LTC	L2B	37.5	2A	1	Start	41.31	42.03	
					2	735 hours	43.10	43.86	
					3	18 months	44.89	45.68	
5680	Resource Coordinator, RPMHCS	L2A	35	03	1	Start	42.34	43.08	
					2	735 hours	44.16	44.93	
					3	18 months	46.01	46.81	
0810	Social Worker (LTC)	L2A	35	04	1	Start	44.94	45.72	
					2	735 hours	46.90	47.72	
					3	18 months	48.85	49.71	
4525	Quality and Compliance Advisor	L2A	35	4B	1	Start	45.41	46.21	
					2	735 hours	47.39	48.22	
					3	18 months	49.36	50.23	
4660	Behaviour Support Resource Nurse	L2J	30	4B	1	Start	45.41	46.21	
					2	735 hours	47.39	48.22	
					3	18 months	49.36	50.23	
		L2A	35	05	1	Start	46.01	46.82	
					2	735 hours	48.01	48.85	
					3	18 months	50.02	50.89	
		L2B	37.5	06	1	Start	47.93	48.77	
					2	735 hours	50.01	50.89	
					3	18 months	52.08	52.99	
3083	Infection Prevention and Control Practitioner (LTC)	L2A	35	07	1	Start	50.71	51.60	
					2	735 hours	52.91	53.84	
		L2B	37.5		3	18 months	55.12	56.08	
2865	Senior Program Analyst	L2A	35	08	1	Start	55.01	55.98	
					2	735 hours	57.41	58.41	
					3	18 months	59.80	60.85	
0510	Clinical Rehabilitation Nurse - (LTC)	L2B	37.5	03	1	Start	45.52	46.32	
					2	735 hours	47.07	47.90	
					3	18 months	48.63	49.48	
0410	Registered Nurse - (LTC)				4	30 months	50.17	51.05	
					5	42 months	51.74	52.65	
0440	Charge Nurse - (LTC)	L2B	37.5	04	1	Start	47.05	47.87	
					2	735 hours	48.60	49.45	
					3	18 months	50.16	51.04	
					4	30 months	51.69	52.60	
					5	42 months	53.27	54.20	

Competition Clause

York Region
CUPE 905 LTC SALARY SCHEDULE

Summer Students					Effective April 1, 2020 1.75%			Effective April 1, 2021 1.75%				
Job Code	Classification	Year of Post Secondary Education *	Hours	Range (select horizontally according to stream)			Range (select horizontally according to stream)			Range (select horizontally according to stream)		
				Admin	↔	Prof/Tech	Admin	↔	Prof/Tech	Admin	↔	Prof/Tech
see below	Co-op / Summer Student	1	35	17.24	18.10	18.90	17.54	18.42	19.23	17.85	18.74	19.57
see below	Co-op / Summer Student	2	35	19.90	20.89	21.88	20.24	21.26	22.26	20.60	21.63	22.65
see below	Co-op / Summer Student	3	35	22.55	23.55	24.54	22.95	23.96	24.97	23.35	24.38	25.41
see below	Co-op / Summer Student	4	35	25.20	26.33	27.52	25.65	26.79	28.00	26.09	27.26	28.49

*For Co-op Students, year corresponds to the year in the program in which the co-op placement occurs

*For Summer Students, year corresponds to completed years of post secondary education

Ontario High School student minimum wage

		Effective date	
see below	High School Student Under 18 as per Ontario.ca	01/Jan/2018	\$13.15
		01/Oct/2020	\$13.40
		01/Oct/2021	\$13.50
		01/Jan/2022	\$14.10
		01/Oct/2022	\$14.60
		01/Oct/2023	\$15.60
		01/Oct/2024	\$16.20

Job Code	Title	Salary Plan	Hours
2340	Summer Student - LTC 35	L1A	35 hours
2350	Summer Student - LTC 37.5	L1B	37.5 hours

