



Nithview Community

A Division of

Tri-County Mennonite Homes

Leadership in Service

Employee Handbook

April 2009

Nithview Community Employee Handbook

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Nithview Community staff may print updated versions of the
Employee Handbook for their own personal use, but may not
distribute them in any form outside of TCMH.**

Introduction

The Nithview Community Employee Handbook has been created at the suggestion of staff.

It is not intended to replace Nithview Community's divisional policies but rather to be used as a quick reference to review the employment items that most frequently affect the staff of Nithview Community.

Each employee will receive a copy of the Employee Handbook at orientation.

Updated versions of the Employee Handbook will be available on-line in the "Staff" section of Tri-County Mennonite Homes' website www.tcmhomes.com

Printed versions of the Employee Handbook may be requested from the administration.

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1. Statement Of Purpose

- a) TCMH is committed to the delivery of quality care for the residents of Nithview Community. The delivery of that care is dependent on the skills, abilities, enthusiasm and commitment of the employees in our division. In recognition of these qualities, TCMH wants to ensure that employees are treated in a fair and equitable manner.
- b) This handbook has not been designed to be a comprehensive set of personnel policies. It is intended to be a handbook for staff to make easy reference to the employment issues that are typically encountered and to communicate certain employment items.
- c) This employment handbook applies to all full-time, part-time and casual non-management staff at Nithview.

2. Definitions

- a) The term "division" shall refer to Aldaview Services, Greenwood Court, and Nithview Community.
- b) The term "TCMH" shall refer to the corporate offices of Tri-County Mennonite Homes.
- c) The term "ESA" shall refer to the current Employment Standards Act.
- d) The term "manager" shall include department or program managers or coordinators in the divisions.
- e) The term "supervisor" shall include individuals who have a supervisory responsibility for other staff.
- f) The term "Executive Director" shall refer to the Executive Director of any division.
- g) The term "employee" shall mean all persons employed at the homes or residences of Tri-County Mennonite Homes.
- h) The term "alternate" shall mean any person who is elected or appointed to fill-in for the regularly elected or appointed person in the event that that person is not able to attend meetings.
- i) The term "Chief Executive Officer (CEO)" shall mean the Chief Executive Officer of Tri-County Mennonite Homes.
- j) The term "probationary employee" shall mean an employee who has not completed ninety(90) consecutive calendar days of employment.
- k) The term "full-time employee" is one who has a regular schedule of shifts that is over 56 hours in a bi-weekly pay period.
- l) The term "part-time employee" is one who has a regular schedule of shifts that is less than 56 hours in a bi-weekly pay period.

- m) The term “casual employee” shall mean an employee who does not have a regular schedule of shifts.
- n) The term "temporary employee" shall mean an employee who has a position where it is:
 - i. a job established for a specific period of time;
 - ii. for the duration of a specific project or group assignment;
 - iii. to replace an employee who is absent due to illness, vacation or approved leave of absence for a specified period of time
 - iv. if an individual is temporarily hired, and then offered regular employment without a break in employment, they will receive full service and seniority based on the original date of hire as a temporary employee
- o) The term “hourly employee” is one who is paid wages based on the number of hours worked.
- p) The term "vacancy" shall be defined as any full-time or part-time job opening.
- q) The term "skill" shall be defined as job knowledge, qualifications and competence.
- r) The term "abilities" means the individual’s abilities and capabilities to efficiently perform the work in question.
- s) The term “week” shall be considered to be seven consecutive calendar days.
- t) The term “group benefit plan” or “benefit plan(s)” refers to the Tri-County Mennonite Homes Employee Group Benefit Plan. This includes life insurance, short term disability, dental and extended health benefits.
- u) The term “pension plan” refers to the Tri-County Mennonite Homes Employee Pension Plan.
- v) The term “CMI” refers to the Case Mix Index which determines Ministry of Health and Long-Term Care funding levels.

3. Joint Staff Management Committee

Joint Staff Management Committees are in place at each division of Tri-County Mennonite Homes and serve the following purposes.

- i. To keep open and constructive communication between employees, managers, and Executive Directors.
- ii. To consider concerns regarding staff and personnel issues, develop solutions and propose changes to policies and procedures.
- iii. To provide feedback on items brought before the committee by management prior to implementation.

The composition of this committee may vary from division to division but shall generally be comprised of representatives from a cross section of departments. Management representation on the committee shall always be less than fifty percent of the committee’s members.

4. Scheduling of Work

- a) Hours of work refer to the number of hours during which the employee is actually engaged in duties assigned.
- b) The employer shall post the work schedule at least two (2) weeks in advance of the effective date of the schedule. Posted schedules will cover a period of at least four (4) weeks duration.
- c) The posting of the schedule affecting the Christmas holiday season will be posted 6 (six) weeks in advance of Christmas Day.
- d) All hourly paid employees are responsible to ensure that their time worked is accurate and recorded in compliance with the policies of the division.
- e) All shifts start and end at the times posted on the schedule. It is expected that employees will allow appropriate time before and after their shift to communicate necessary information to preceding and/or subsequent shifts. Completing time sheets and preparation for leaving the workplace shall not take place until after the end of the shift.
- f) Shift exchanges are permitted provided the following procedure is followed:
 - i. Shift exchanges shall be arranged with appropriately qualified employees.
 - ii. A written request signed by both employees shall be submitted to their manager for approval prior to the shifts being worked.
 - iii. All shift exchange approvals are at the discretion of the employee's manager.
 - iv. Each employee will have a "home" department. However, an employee may work different classifications within that department/program when appropriately trained.
- g) Any trained employee can be on-call for another department but may only be called in to work in that department after the regular call in list for that department has been exhausted. Department managers shall ensure that call-ins from other departments do not result in an employee incurring overtime hours without proper authorization.
- h) Any employee may be required to work on weekends. The final decision concerning scheduling is determined by the department/program manager provided there is a fair distribution among those individuals who work an approximately equal number of shifts.
- i) Employees are entitled to meal periods and breaks depending on the length of their shift:
 - i. For a shift of 5 hours or less in length, employees are entitled to one 15 minute break period.
 - ii. For a shift greater than 5 and not more than 10 hours, employees are entitled to a 30 minute unpaid eating period and one 15 minute break.
 - iii. For a shift greater than 10 hours, employees are entitled to two 30 minute unpaid eating periods and one 15 minute break.
 - iv. The eating periods and breaks shall be at times designated by the department managers.

- j) All requests for time off are to be presented in writing at least 7 days prior to the posting of time schedule. Exceptions may be made for bereavement, sick and compassionate leave.
- k) Scheduling shall be conducted in a manner that overtime hours are not incurred. Employee requests for changes to the posted schedule shall only be authorized if shifts can be re-scheduled in a manner where overtime is not incurred.
- l) Tri-County Mennonite Homes has obtained approval from the Ministry of Labour to enter into hour averaging agreements with employees. Employees wishing to have more flexibility in hours worked may sign an hour averaging agreement to receive this benefit. Hour averaging agreements will average time worked over a four-week period such that any time worked in excess of one hundred seventy six (176) hours in a four-week period, shall be paid overtime at the rate of time and one half for hours worked.

5. Dress Code

Each division shall have a policy to ensure that staff are dressed safely and neatly, and in a manner that promotes a professional image that represents the goals and philosophy of Nithview.

6. Smoking

Nithview's buildings and vehicles are all designated as non-smoking. Employees who smoke may do so only on their designated breaks and in their personal vehicle or at smoking area designated by Nithview.

7. Acceptable Conduct

It is imperative that employees on duty conduct themselves in a professional manner that exemplifies the highest degree of concern for the welfare and dignity of individuals.

Employees are asked to keep in mind the following:

- Personal phone calls, both outgoing and incoming, should be restricted to scheduled break periods, emergencies excepted.
- Personal cell phones are not to be used during work time.
- All employees are requested to perform their duties in a manner that promotes good housekeeping and eliminates hazards for residents, visitors, and fellow employees. Potentially hazardous situations and/or accidents must be reported to a department manager or Executive Director.
- All on the job injuries must be reported immediately and follow up procedures followed.

8. Criminal Reference Checks

All newly hired employees of Nithview shall provide a criminal reference check that is current. The reference checks shall be given to the department manager within four weeks of the first day of work, and shall be placed in the employee's personnel file. Employees are responsible for any expenses incurred in obtaining a criminal reference check. It is understood that employees are initially hired on the basis that a satisfactory criminal reference check will be provided to the employer in accordance with Nithview's policy.

9. Flu Shots and Tuberculosis Testing

- a) Nithview follows the recommendations of the Public Health Units of the various constituencies in which Nithview operates. As such, it is the expectation of Nithview that every employee will receive an annual influenza immunization in accordance with the divisional guidelines established, or provide proof that they are physically unable to receive the immunization. A condition of employment for newly hired staff shall be their agreement to receive the annual immunization.
- b) Upon employment, staff are required to have a Tuberculosis test completed and documented with their department manager.

10. Job Sharing

Because Nithview offers many part time employment opportunities, job sharing arrangements will not normally be considered.

11. Seniority

- a) The following guidelines apply to all shift work positions:
 - i. Seniority will be calculated based on hours worked commencing on the first day of employment.
 - ii. An employee's seniority may be used to differentiate employees in job postings, make vacation time allocations, and to determine the order for call-in shifts.
 - iii. When an employee transfers from one department to another (e.g. Dietary to Nursing) or from one Tri-County division to another (e.g. Greenwood to Nithview) they will retain their seniority hours.
 - iv. If the employee stays within the same job class (e.g. aide level) the employee will maintain their place on the pay scale. However, if an employee changes job class, they will start at the bottom of the pay scale.
 - v. If an employee transfers to a job class with:
 - higher wage rates, then the employee will start at the greater of the starting rate of the job class and their current wage rate. Any advancement through the wage grid shall be based on hours worked after transferring to their new job class.
 - lower wage rates, then the employee will start at the lesser of their current wage rate and the highest wage rate of the job class. Any advancement through the wage grid shall be based on hours worked after transferring to their new job class.
 - vi. Provided there is continuous employment at any TCMH division, the date of hire at the first TCMH division will determine an employee's length of service awards, retirement recognition and vacation entitlement.
 - vii. If the employer/employee relationship is severed, then resumed at a later date, seniority and date of hire will restart at the last date of hire. Where there is a gap between an employee's employment at a TCMH division, previous employment at TCMH will not count toward employee service awards.
 - viii. During a maternity leave, seniority will accrue in compliance with the Employment Standards Act.
 - ix. Seniority will be calculated at least semi-annually for the purpose of updating call-in lists.

- b) An employee will be required to serve a probationary period of three months from the first day of employment. Upon successful completion of such time, the employee shall establish seniority by hours accumulated from the first day of employment.
- c) The employer will confirm in writing to the employee that they have successfully completed the probationary period, and thereby established seniority.
- d) Except as noted above, employees will progress through the wage grid based on hours worked.
- e) If a part-time employee transfers into a full-time position, or vice versa, the employee will maintain all seniority earned to the time of transfer.
- f) The seniority of an employee shall end upon retirement, resignation or termination.

12. Termination of Employment

The employment of an employee shall terminate if:

- a) the employee resigns, or retires.
- b) the employee's actions constitute just cause for discharge, and the employee is discharged.
- c) the employee is laid off more than twelve (12) consecutive months.
- d) the employee is absent from work for two (2) working days without notification or valid reason.
- e) the employee fails to return to work as scheduled at the end of a leave of absence, vacation, or suspension, without notifying the employer and/or providing a valid reason.
- f) an employee who is recalled from lay-off fails to make him/herself available within fourteen (14) calendar days of the recall.
- g) an employee is absent from work for more than twenty-four (24) months, and the absence is caused by disability, whether compensable or not, and at the end of the twenty-four (24) month period, there is no prognosis for a return to work within a reasonable period of time.
- h) an employee has not worked for Nithview for 3 continuous months, unless off on an approved absence.

13. Job Classification And Rates Of Pay

- a) Employees shall be classified and paid in accordance with the established wage rate for their classification. Employees may request a copy of the wage grid for any job classification in which they are employed. Except in the case of an employee employed in a trial capacity, as specified in Section 6, employees shall be placed on the wage grid based on their seniority.
- b) Wages shall normally be paid every other Friday. The employee's wages shall be deposited to the employee's credit at a financial institution of his/her choice, and such deposit shall normally be made not later than Friday of every second week in accordance with the established schedule.

A detailed summary of the wages paid shall be provided to the employee. Where a statutory holiday falls on a Friday, which is a pay day, wages shall normally be paid on the preceding Thursday, when it is possible for the employer to do so.

- c) Notwithstanding any other provision of this handbook, during the orientation period, non-registered staff will be paid at the orientation wage rate established by Tri-County Mennonite Homes.
- d) For employees working at Greenwood or Nithview, a shift premium of \$0.20 per hour will be paid for all night shifts hours. Night shifts are those shifts where the majority of hours of the shift fall between 12:00 am and 6:00 am.

14. Job Postings and Vacancies

a) Vacancies and Postings

- i. The employer will, before filling such a vacancy, post it internally for a period of at least seven (7) calendar days, setting forth the parameters of the position. Any employee may then make written application using the appropriate form.
- ii. Applications from employees will be considered based on their skills, abilities, qualifications, and organizational suitability relevant to the job. Where such merits are considered to be relatively equal, then the seniority of the employee shall be the deciding factor.

b) Temporary Vacancies

Temporary vacancies may occur when a full-time or part-time employee is temporarily absent from work for whatever reason. At the discretion of the Executive Director, such temporary vacancies may be posted. If they are posted, the procedure detailed in Section 14a) i will be followed.

15. Lay-Off/Recall

- a) Recognizing the mutual objective of quality care, the Executive Director of the long-term care home will share the impact of the CMI results with the Joint Staff Management Committee at the next regularly scheduled meeting after the receipt of the annual CMI results.

The Executive Director will provide the committee with the staffing levels, the impact of related payroll costs on staffing levels and notice of the CMI results for the home.

The nature of this discussion is to share the impact of the CMI changes on the staffing of the home and to provide the Joint Staff Management Committee with an opportunity to make representation in this regard.

- b) If it becomes necessary to reduce the amount of work available to employees, such a reduction will be done on an equitable basis between employees, where possible. If equitable distribution of work reduction cannot be accomplished, employees will be laid off in accordance with the following procedure:

The employee with the least seniority will be the first employee to be laid off, provided that the other employees remaining at work are capable and available to perform the work remaining.

If employees are then to be recalled, they will be recalled in order of seniority among the laid off employees, the most senior employee capable and qualified of performing the work available shall be the first to be recalled.

Employees who are recalled must make themselves available within fourteen (14) calendar days of the recall, and failing that, their right to be recalled, and their employment, will be terminated.

- c) In the event of permanent layoff or if the lay-off is more than twelve (12) consecutive months, employment shall be terminated and affected employees will be provided with notice and

severance pay in accordance with the Employment Standards Act.

16. Complaint Procedure

To ensure good communication between employees, supervisors, managers, Executive Directors and the CEO, and to protect the rights of individual employees, the following procedures regarding complaints, discipline, and employee appeals shall be established.

a) Complaint procedure

It is recognized that concerns or complaints related to the employment relationship may arise from time to time. The concerns or complaints may be raised by individual employees, members of the Joint Staff Management Committee or by the Executive Director. This procedure provides for an orderly handling of such matters.

b) Employee initiated complaints

- i. An individual employee shall first discuss a concern or complaint with their manager. An employee is encouraged to bring a concern or complaint to the manager's attention as soon as the employee becomes aware of it. The manager shall review the matter, and respond to the employee within one week.
- ii. If the employee is not satisfied with the manager's response, or if the concern or complaint is between the manager and the employee, the employee may bring the matter in writing to the Executive Director's attention.
- iii. After receiving the written concern or complaint, the Executive Director will arrange a meeting with the employee within one week. The employee may choose to be accompanied at the meeting by an advocate of the employee's choice to assist the employee with presenting her/his concern or complaint. Depending on the nature of the complaint, the Executive Director may choose to invite the manager of the employee, another manager or the Chief Executive Officer. The Executive Director shall review the matter and respond to the employee within one week after the meeting.
- iv. If the employee is not satisfied with the response of the Executive Director, the employee may bring the matter to the attention of the Chief Executive Officer of Tri-County Mennonite Homes.
- v. After receiving the written concern or complaint, the Chief Executive Officer will arrange a meeting with the employee within one week. The employee may choose to be accompanied at the meeting by an advocate of the employee's choice to assist the employee with presenting her/his concern or complaint. The Chief Executive Officer may choose to invite an Executive Director or Director of the Board to the meeting. The Chief Executive Officer shall review the matter and respond to the employee within two weeks after the meeting.

Note: All concerns or complaints that progress beyond the department/program shall be in written form and shall be accompanied by all previous written information related to the concern or complaint.

17. Discipline/Discharge Procedure

Managers, the Executive Director and the Chief Executive Officer of TCMH have authority to discipline employees under their supervision. Disciplinary action shall only be taken for cause.

Disciplinary action may include but is not limited to the following:

- Verbal warnings

- Written warnings
- Suspensions with pay
- Suspensions without pay
- Discharge

Where the unacceptable behaviour of an employee comes to the attention of management, the appropriate manager shall meet with the employee in question to discuss the situation as well as any other individuals involved (where appropriate). After a complete investigation the manager will determine the degree of discipline, if necessary, and inform the employee of his/her decision.

Depending on the nature of the unacceptable behaviour, the employee may be instructed to stay away from work pending a decision.

The manager may choose to have another person attend a disciplinary meeting.

If the employee in question is not satisfied with the manager's decision, he/she may request a review of the decision by the Executive Director. All requests for review of disciplinary action shall be in written form and shall be accompanied by all previous written information related to the disciplinary action.

18. Group Benefit Plan

- a) Where a full-time employee has completed probation and has been employed as a full-time employee for six months, the employer will enroll the employee in the Nithview group benefit plan.
- b) Where an employee is enrolled in the group benefit plan and is absent from work for any reason except for pregnancy or parental leave, then the employer shall continue to pay the premiums for the group benefit plan for the first twenty-eight (28) calendar days of absence. For an authorized leave of absence that is unrelated to work, it is understood that the employer will not pay the premiums for the group benefit plan for the full duration of the leave of absence.

If the absence continues beyond twenty-eight (28) days or the employee is on an authorized leave of absence unrelated to work, the employee may continue to participate in the group benefit plan provided the employee pays the entire premium. The arrangements for the payment of the premium will be made directly with the TCMH finance department. If the employee fails to make payment for the benefit premium, the benefit coverage will cease.

- c) Part-time employees will receive fifty cents (.50) per hour in lieu of such benefits. Such payment begins upon the completion of six month's of employment.
- d) Temporary Appointments and Benefit Entitlement
 - i. Where an existing full-time employee temporarily assumes another full-time job, there will be no change in their entitlement to the group benefit plan.
 - ii. Where an existing part-time employee temporarily assumes a full-time position, they will continue to receive payment in lieu of such benefits based on all hours worked.
 - iii. If an existing full-time employee takes a temporary part-time position, the employee may choose to maintain their participation in the group benefit plan by paying 100% of the premium for such plans or suspend their coverage. In either case, the employee will receive the payment in lieu of such benefits for as long as they continue in the temporary part-time position.

19. Pension Plan

- a) A pension plan has been established as a retirement benefit for Nithview employees.
- b) Both full and part-time employees are eligible to join the pension plan after two years of consecutive employment in which they have worked a minimum of 700 hours per year.
- c) Employees can choose their level of contribution, over the minimum level of 2% of earnings, as defined in the pension agreement.
- d) Pension plan contributions are calculated on gross pay, exclusive of any in-lieu payments.
- e) The employer shall contribute an amount equal to 3% of the employee's gross pay less any in-lieu payments, provided the employee contributes the minimum level of 2%.

20. Vacation and Vacation Pay

Employees shall be entitled to annual vacation time and vacation pay calculated as a percentage of regular gross earnings.

- a) Employees are entitled to vacation time based on their length of continuous service, since date of last hire, without regard to their seniority, and with that length of continuous service calculated as of April 1st of each year. Vacation entitlement is pro-rated based on time worked as a percentage of a full-time equivalent.

	Time Off Entitlement	Vacation Pay Percentage
Less than 1 year	1 day per month to a maximum of 10 working days (prorated)	4%
More than 1 full year	2 weeks	4%
More than 3 full years	3 weeks	6%
More than 10 full years	4 weeks	8%
More than 17 full years	5 weeks	10%

- b) According to the Employment Standards Act, the employer must ensure an employee takes the minimum standard of vacation which is:
 - at least two weeks of vacation time after 12 months of employment to be given not later than 10 months after the date the employee becomes entitled to it.
 - the employee must take their annual vacation either in one unbroken period of two weeks or in two periods of one week each.
 - Employers are required to schedule vacation time earned in the vacation entitlement year in a block of two weeks or in two one-week blocks, unless the employee makes a written request, and the employer agrees in writing, to schedule the vacation in shorter periods.
- c) Annual vacation is granted from the period of April 1 to March 31 (fiscal year). Employees are encouraged to take all of their vacation entitlement within the vacation year. Unused vacation time may not be carried over to another vacation year.

- d) In February/March of each year coordinators will invite staff to submit requests for vacation leave using the Vacation Request Form. Vacation requests submitted by March 31st will be granted based on a seniority basis. Vacation requests received after March 31st will be assigned by order of receipt of the requests and without regard for seniority. Requested vacation times should indicate “last day of work” and “first day available” for work. This form may be updated during the vacation year as required.
- e) Vacation requests must be submitted 1 week (7 days) prior to the posting of a schedule.
- f) Vacation leave should be taken in blocks of time, whenever possible, up to 2 consecutive weeks. Requests for a longer period may be granted at the sole discretion of the employee’s manager and provided that it can be accommodated in the department.
- g) Vacation leave will not be granted during Christmas/New Year holiday period (i.e., December 20 - January 4). In exceptional circumstances, requests for vacation during this period may be granted at the sole discretion of the employee’s manager and provided that it can be accommodated in the department.
- h) When an employee takes a block of vacation, the number of regularly scheduled shifts within that period of time shall be deducted from their total vacation entitlement.
- i) In order to accommodate vacation requests, an employee’s regular shift rotation may not always be followed.
- j) Vacation pay is calculated at the applicable percentage of the employee’s eligible earnings for the twelve months ending March 31st. Increases in vacation entitlement and pay will commence on the first full pay period following the employee’s anniversary date of employment.
- k) Vacation pay accumulated in the employee’s vacation pay bank will be paid to him/her on the last regular pay of the calendar year unless the employee requests for it not to be paid out.

21. Statutory Holidays

- a) The following shall be observed as statutory holidays for eligible employees:

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

- b) An employee shall not qualify for a statutory holiday and shall receive no pay if the employee:
 - i. is absent for all or part of his/her scheduled shift immediately preceding or following the holiday, unless such absence is excused by the employee’s manager;
 - ii. has been scheduled to work or agreed to work on a statutory holiday, and fails to report and perform such work, unless such absence is excused by the employee’s manager;
- c) An employee required to work on a statutory holiday shall be paid one and one-half (1-1/2) times the employee’s hourly rate for hours actually worked, in addition to the statutory holiday, provided the employee qualifies under paragraph 12 (b).
- d) For the purpose of calculating statutory holiday pay, vacation time and bereavement leave, will automatically be considered to be days worked according to their normal shift rotation.
- e) Where the employee qualifies for statutory holiday pay, the amount of pay will be the total hours worked during the two pay periods immediately preceding the statutory holiday, divided by 20.

- f) A lieu day may be granted for an employee:
 - i. who works on the statutory holiday, or
 - ii. whose regularly scheduled day off is on the statutory holiday
- g) Lieu days must be taken within 30 days following the statutory holiday.
- h) Requests for taking a lieu day shall be made in writing to the employee's manager at least seven (7) days prior to the requested day off.
- i) The scheduling of statutory holidays shall be administered by Nithview in a manner that distributes the holidays among employees, so that every employee has an opportunity to benefit from statutory holidays.

22. Sick Pay

- a) Sick pay shall be paid to employees commencing on the second day of illness.
- b) Sick pay shall accrue in an employee's sick bank at a rate of 4% of hours worked to a cumulative maximum of 200 hours.

23. Leave Of Absence

- a) Employees may request a leave of absence by submitting a written request to their manager. The manager, in consultation with the Executive Director, shall consider the request and respond to the employee with a decision as soon as possible. An approved leave of absence shall not accrue seniority and shall be unpaid.
- b) Employees, approved for a leave of absence, shall sign an agreement stating that they will not engage in gainful employment while on such leave. Reimbursement for reasonable travel and accommodation while on leave will not be considered gainful employment. If the employee breaches the leave of absence agreement and becomes gainfully employed during the leave, the employee will be deemed to have resigned his/her employment at Nithview. Any exceptions to this paragraph must be approved by the Executive Director.

24. Pregnancy And Parental Leave

- a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the expected date of delivery, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration.

The employee shall give written notice at least two (2) weeks prior to the date upon which the employee intends to commence the pregnancy leave. If special circumstances determine that the employee can no longer work, they shall notify the employer immediately. The employee may be asked to provide a letter from a legally qualified medical practitioner stating the expected birth date and/or any other changes to the agreed upon plans between the employee and the employer.

- b) An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of identifiable permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within fifty-two (52) weeks following the day the child was born, or comes into custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time.

An employee must give at least two (2) weeks notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and the employee shall notify the employer immediately.

Parental leave ends thirty five (35) weeks after it began, if the employee also took pregnancy leave. Otherwise parental leave ends 37 weeks after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.

- c) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks notice.
- d) Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks notice.
- e) Eligible employees will continue to be enrolled in the benefit plans per Section 18 of the handbook.
- f) Eligible employees may either begin or continue participation in the pension plan during any leave. Voluntary payments by the employee to the pension plan may be arranged through the TCMH finance department.
- g) Employees participating in the pension plan have the right to vary the level of contribution during the leave.
- h) An employee will continue to accumulate seniority during pregnancy and/or parental leave. Where seniority is calculated based on hours worked, then the calculation will be based on the average of hours worked during a normal four-week pay period within the last 26 weeks.
- i) Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if the position still exists, or to a comparable position, if the position does not exist. The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater.
- j) In addition to pregnancy and parental leave, an additional 52 weeks parental leave may be granted at the sole discretion of the Executive Director. The employee's original position will not be guaranteed. The employee will not accrue seniority through any additional parental leave.

25. Bereavement Leave

- a) Nithview will grant leave of absence with pay for:
 - i. up to four (4) consecutive calendar days in the event of the death of the employee's spouse or child,
 - ii. up to three (3) consecutive calendar days in the event of the death of the employee's parent, parent-in-law, brother, or sister.
 - iii. up to one (1) calendar day in the event of the death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, or grandchild
 - iv. up to one-half (1/2) calendar day in the event of the death of the employee's uncle, aunt,

nephew or niece.

- b) It is agreed that the paid bereavement leave is to apply when the employee is in attendance or involved in the preparation of the funeral. One of the allotted bereavement days must be the day of the funeral. In all circumstances, paid bereavement leave shall be limited to the scheduled hours actually missed from work, and does not include pay for scheduled time off. For bereavement leave purposes, any shift beginning or ending on a day may be considered that day's shift.
- c) Upon request, unpaid bereavement leave may be granted at the discretion of an employee's manager.

26. Emergency Leave

- a) The employee is entitled to a leave of absence without pay under the following circumstances:
 - i. A personal illness, injury or medical emergency.
 - ii. The death, illness, injury or medical emergency of an individual described in Section 26b).
 - iii. An urgent matter that concerns an individual described in Section 26b).
- b) The leave of absence described in Section 26a) applies with respect to the following individuals:
 - i. The employee's spouse.
 - ii. A parent, step-parent or foster parent of the employee or the employee's spouse.
 - iii. A child, step-child or foster child of the employee or the employee's spouse.
 - iv. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
 - v. The spouse of a child of the employee.
 - vi. The employee's brother or sister.
 - vii. A relative of the employee who is dependent on the employee for care or assistance.
- c) The employee who wishes to take leave under this section shall advise his or her employer that he or she will be doing so. If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave as soon as possible after beginning it.
- d) The employee is entitled to take a total of 10 days' leave under this section in each calendar year. If the employee takes any part of a day as leave under this provision, the employee is deemed to have taken one day's leave on that day.
- e) The employer may require the employee who takes leave under this provision to provide reasonable evidence that the employee is entitled to the leave.
- f) Where an employee receives a greater right or benefit by taking leave in accordance with sick pay benefits and bereavement leave, these days shall count as part of the emergency leave entitlement and therefore reduce the number of days available for emergency leave during the calendar year, by the corresponding amount.

27. Jury And Witness Duty Leave

An employee who is required to serve jury duty or is called as a witness shall notify his/her supervisor as soon as possible after receipt of notice. Employees shall submit a copy of the

subpoena. The employee will come to work during those regularly scheduled hours that she is not required to attend court or is dismissed early. Those employees working the night shift shall be advised by the employee's manager as to the days to be worked during the said period. Employees will not be reimbursed for court appearances on scheduled days off.

28. Personal Unpaid Time (PUT) Guidelines:

- a) Employees may request to have personal unpaid time off of scheduled work in accordance with the following guidelines.

<u>Status</u>	<u>Total Time Allotment</u>	<u>Criteria</u>
Full-time (37.5 hrs/wk)	3 days/quarter year	1 weekend day only
Full-time (<37.5 hrs/wk)	2 days/quarter year	1 weekend day only
Part-time (<28 hrs/wk)	1 day/quarter year	1 weekend day only

(quarter year = 3 month period: Jan to Mar, Apr to Jun, Jul to Sep, Oct to Dec)
 Time allotment is per quarter of calendar year. Unused Personal Unpaid Time (PUT) **may not** be carried over.

- b) Employees shall arrange for their own replacement as the scheduled shift is their responsibility – if no one is available the staff person is expected to work.
- c) After an employee has made arrangements with a co-worker to cover the scheduled shift(s), a request shall be made through the department scheduler and approval received before enacting the PUT day(s)
- d) PUT days will be limited to 2 persons per working unit/department/job class at a time on a first come basis.
- e) PUT may not be used to extend vacation time or Statutory Holiday Long Weekends.

29. Employee Parking

Nithview provides parking to its employees at no charge. Employees shall park their vehicles in the designated spaces as determined by management. Nithview is not responsible for any damage willful, accidental or otherwise that occurs to vehicles parked in its parking lots.

It is recognized by Nithview that some employees who have a disability, permanent or temporary, may require alternate parking arrangements. Employees who require alternate parking arrangements should discuss their needs with their divisional Executive Director.

30. Home and Auto Insurance

TCMH has negotiated a group insurance rate for employees who wish to purchase their home and/or auto insurance through Josslin Insurance Brokers. Employees wishing to take advantage of these discounted rates should speak to an insurance agent at Josslin Insurance and inform them that you are employed at Nithview Community.

Notes: