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No. OF EMPLOYEES	119		
NOMBRE D'EMPLOYÉS	88		

# COLLECTIVE AGREEMENT

Between

**THE REGIONAL MUNICIPALITY OF YORK**

And

**ONTARIO NURSES' ASSOCIATION**

EXPIRY: March 31, 1996

JUN 21 1995

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**THIS AGREEMENT** dated this 14th day of April, 1994.

BETWEEN:

**THE REGIONAL MUNICIPALITY OF YORK**  
(hereinafter called the "Employer")

AND:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

The Parties hereto agree as follows:

**ARTICLE 1 - PURPOSE AND RECOGNITION**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established under this Agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.02 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed by the Employer in its Public Health Branch, including such nurses employed in the Home Care Divisions, except nurses holding the position of Supervisor in the Community Health Nursing or Home Care Divisions and nurses holding any positions above such positions.
- 1.03 All references to officers, representatives and Committee members of the Association, in this Agreement shall be deemed to mean officers, representatives and Committee members of the Association's duly chartered local, namely, Local 16 - Ontario Nurses' Association. All correspondence sent by the Employer to the Association should be sent to such chartered local.
- 1.04 The following provisions shall apply to Child-birth Educators:
- (a) A Child-birth Educator shall pay such Association dues as are determined by the Association, and the Employer shall deduct and remit such dues once each month on the same day that the dues are deducted and remitted pursuant to Article 2.05.
  - (b) A Child-birth Educator shall be paid vacation pay in the amount of eight percent (8%) of earnings received from the Employer from July 1st of one year to June 30th of the succeeding year. Upon termination of employment, a Child-birth Educator will be paid vacation pay immediately.

- (c) Articles **2, 5.01, 5.04(d), 7.01, 12, 13, 14, 22**, and Appendix "A" as they apply to the Articles listed in this provision, and Article **21**, apply to a Child-birth Educator and a Child-birth Educator may grieve and/or arbitrate an alleged discharge after employment of **six (6)** weeks.
- (d) A Child-birth Educator shall be responsible for contacting the Supervisor to confirm that the series is being taught, twenty-four (24) hours prior to the commencement of the **first** class of the series.  
  
If **a** class is cancelled **subsequent to** confirmation **having been given** and **a** Child-birth Educator has reported to conduct the class, **she** will be paid her regular stipend as if the class had been conducted.
- (e) A Child-birth Educator shall not be covered by any other provisions of this Agreement.

## **ARTICLE 2 REPRESENTATION AND ASSOCIATION SECURITY**

- 2.01 (a) The Employer recognizes a Grievance Committee hereinafter referred to, **consisting of three (3)** Association representatives and a representative of **the Ontario Nurses' Association**.

(b) **Professional Committee**

A Professional Committee consisting of three **(3)** representatives from the Association and three (3) representatives from Management shall be instituted to discuss matters of mutual concern related to public health nursing and home care.

This Committee should meet at mutually satisfactory times. In the event that the parties cannot agree on a time when the Professional Committee shall meet, either party **shall** have the right to give to the other party fifteen (15) days' notice (**calendar** days) of such meeting. Notice to the Employer shall be given to its Medical **Officer** of Health or her designate. Notice to the Association shall be given **to the** President of the Association. Notice of such meeting shall be given by **pre-paid** registered mail and shall be deemed to have been given on the date on which the said notice is mailed. The Chairmanship of **such** meetings will be rotated, and a written record will be maintained of matters discussed by **this** Committee and the disposition as to these items.

A representative of the Ontario Nurses' Association may attend **such** meeting if requested by either party.

The Employer further agrees that committee representatives shall suffer no reduction in regular earnings **as** a result of these meetings with management.

(c) Negotiating Committee

The Employer shall recognize a Negotiating Committee of four (4) representatives from the Association, whose functions shall be to negotiate renewal Collective Agreements with the Employer.

A representative of the Ontario Nurses' Association may attend if requested by the Association.

The **Employer** further **agrees** that Committee representatives **shall suffer** no reduction in regular earnings as a result of these **meetings** with management.

2.02 For the purpose of meeting with the Employer, members of the Grievance Committee are permitted to be absent from work without loss of *salary* on the following conditions:

- (a) Such business must be between the Association and the Employer. Nurses having grievances cannot discuss these with the representatives in working hours except in the case of a discharged nurse.
- (b) The time shall be devoted to the prompt handling of the said business.
- (c) The member concerned shall obtain the permission of her immediate supervisor before leaving her work; such permission shall not be unreasonably withheld.
- (d) The time away from productive work shall be reported in accordance with the timekeeping methods of the Employer.
- (e) The Employer reserves the right to limit such time if the time so taken is unreasonable.

2.03 The Association will not engage in Association activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Medical Officer of Health.

2.04 The Employer and the Association agree that there shall be no discrimination on account of race, ancestry, place of **origin**, colour, ethnic origin, creed, citizenship, sex, sexual orientation, age, marital status, family status, or handicap, or membership or non-membership, or activities on behalf of the Association, or by reason of the member exercising her rights under the Collective Agreement, practised against any nurse.

2.05 (a) The Employer **will** deduct each month from pay due to each nurse who is covered by this Agreement, a sum equal to regular monthly Association dues of each such nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will

send to the Ontario Nurses' Association each month its cheque for the dues deducted under this clause, accompanied by a list of those **from** whom the dues have been deducted. When a new employee is hired, the Employer shall advise the Association of the new employee's **social** insurance number within two (2) weeks.

The Association shall indemnify and save the Employer harmless with respect to **all** dues **so** deducted and remitted.

(b) The Employer **will** include the amount of **annual union** dues paid on the income **tax** (T4) form for each **union** member.

2.06 A bulletin board will be made available for the sole use of the Association at each office of the Health Branch.

2.07 The Employer agrees that a representative of the Association shall be allowed a period of up to twenty (20) minutes during regular working hours to interview newly hired nurses within the first month of their employment. At such interviews, membership forms may be provided.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Association acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer and suspend nurses, and **also** the right of the Employer to discipline or discharge any nurse for just cause, provided that a claim by a nurse who has acquired seniority that she has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.

3.02 The Association further recognizes the right of the Employer to operate and manage the Public Health Branch in **all** respects in accordance with its commitment and its obligations and responsibilities. The right to decide on the number of nurses **needed** by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over **all** of its offices in The Regional Municipality of **York**, are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the nurses, but before altering any such rules the Employer will discuss same with the Association Executive Committee and give them an opportunity of making representations with regard to such proposed alterations. The Employer **agrees** that any such rules shall not conflict with the provisions of this Agreement.



**ARTICLE 4 - DEFINITIONS AND HOURS OF WORK**

- 4.01 (a) Full-time nurse - is a nurse who normally works seven (7) hours a day and five (5) days a week, Monday to Friday, and also includes nurses who work on this basis during the regular school year.
- (b) Regular part-time nurse - is a nurse who works a predetermined work schedule of two (2) days per week or more.
- (c) Casual part-time nurse - is a nurse who works on an interim replacement basis and is paid on a per diem basis.
- (d) Full-time temporary nurse - is a nurse engaged to fill a temporary requirement for a definite period of time. A temporary nurse will work a normal work week in accordance with Article 4.01 (a).

4.02 Nurses shall be entitled to compensation for work necessarily performed outside of regular hours of work. Supervisors and Team Leaders shall plan overtime commitments so that the work load and resulting compensating time is distributed as evenly as possible among the Association members. Compensation for overtime will be in money at time and one-half (1-1/2) of the pro rata hourly rate. Compensating time off at time and one-half (1-1/2) in lieu of overtime pay may be requested by a member and shall be granted provided:

- (a) The exigencies of the service enable time off to be granted.
- (b) Compensating time off can be accumulated up to a maximum of three (3) days which may be taken consecutively providing such time off is not taken in conjunction with annual vacation.

**ARTICLE 5 - TRANSFER, PROMOTION, LAYOFF AND RECALL**

5.01 Prior to making an appointment to a vacant or a new position within the bargaining unit, the Employer shall post notice of such a vacancy or new position on bulletin boards at all of its offices for a period of at least seven (7) working days during which time employees will have the opportunity to apply and be considered for the position before the position is advertised outside the service of the Employer. Once the job is filled, the Employer shall post the name of the successful applicant for a period of at least three (3) working days.

The Employer may advertise simultaneously when posting, where it believes no current nurse has the qualifications for the position advertised. In the event current employees with the required qualifications do apply, they shall be appointed. External applications will only be considered when no qualified applicant applies.

5.02 In all cases of transfer and promotion, the following factors shall be considered:

- (a) ability, qualifications and performance; and
- (b) seniority.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

5.03 A promotion or transfer of nurses to positions outside the **bargaining** unit is not covered by **this** Agreement, except **that** such **nurses** will retain **their** seniority **after** promotion or transfer. If demoted or **transferred** for any reason to a position which is subject to this Agreement, such nurse shall not be given credit for seniority purposes for the time spent in the position not subject to **this** Agreement, but shall retain any accumulated seniority credits for **any** time spent in the bargaining unit.

5.04 (a) In **all** cases where there is a reduction of the workload, such that there is a surplus of nurses actively employed in the bargaining unit, the Employer shall lay **off** nurses on the basis of seniority, provided that probationary nurses shall be laid **off** first and the most junior nurses shall be laid **off** thereafter. The nurses remaining **after** such layoff shall be **willing**, capable and qualified to perform the available work.

(b) Nurses shall be recalled to positions in the bargaining unit in the reverse order of layoff.

(c) All nurses who are on layoff will be given job opportunities in the bargaining unit before any new nurse is hired in the bargaining unit.

(d) In the event of a proposed layoff at the Health Branch of a permanent or long term nature, the Employer will:

- (1) provide the Association with no less than thirty (30) days notice of such layoff; and
- (2) meet with the Association to review the following:
  - i) the reasons causing the layoff;
  - ii) the service which the Health Branch will undertake after the layoff; and
  - iii) the method of implementation including the areas of cutback and the nurses to be laid **off**.

5.05 Related experience in nursing or related job experience, which in the opinion of the Employer adds **to** the value **of** the nurse's service, such opinion shall not be exercised in an arbitrary manner, will be recognized by the Employer on the following basis:

- 2 years **for** one (1) increment
- 3 years for two (2) increments
- 4 years for three (3) increments
- 5 years for **four** (4) increments
- 6 years **for** five (5) increments
- 7 years **for** six (6) increments
- 8 years **for** seven (7) increments
- 9 years for 8 increments
- 10 years for 9 increments

#### **ARTICLE 6 - SENIORITY**

6.01 For **all** provisions of this Agreement, seniority shall commence and accumulate from the date on which a nurse was **first** employed continuously by the Employer or the Oshawa Department of Health, the York County Health Unit, the York County District Health Unit or the York-Oshawa District Health Unit, **or** the York Regional Health Unit. "Service" shall be all periods **of** active employment since the commencement of employment with the Employer including paid sick leave, but shall exclude any unpaid leave **of** absence, except maternity leave or parental leave, in excess of thirty days. In the case of maternity leave **or** parental leave, service shall accumulate as set out in Article 6.07. Service shall determine a nurse's entitlement to pay increments, vacation and sick benefits.

6.02 A seniority list showing each nurse's name and professional category shall be posted on bulletin boards in conspicuous places on the Employer's premises and shall be revised every **six** (6) months. Complaints concerning the accuracy of such list shall be a proper subject **for** filing of a grievance hereunder provided that if no complaint is filed as a grievance in accordance with the time limits set out herein such list shall be presumed to be accurate. A copy of such list will be made available to the Association at the time of posting.

6.03 A newly employed nurse hired on a permanent basis shall be considered a probationary nurse until she has completed 455 hours worked, after which her name shall be placed on the seniority list, and her seniority shall date **from** the date of employment. During the probationary period, service may be terminated by the Employer **for** any cause upon one (1) week's written notice, or payment in lieu thereof, notwithstanding any other provisions contained herein. The discharge of a probationary employee shall not be the subject of a grievance pursuant to this agreement.

**6.04** Seniority shall be retained and accumulated when a nurse is absent from work under the **following** circumstances:

- approved leave of absence with pay;
- approved leave of absence without pay for a period of up to five (5) continuous work weeks, in **any** calendar **year**;
- when in receipt of Workers' Compensation benefits, **as** a result of an **injury** incurred while on duty with the Employer;
- when in receipt of illness allowance up to a period of **six** (6) months in any calendar year;
- when on an approved educational leave **of** absence of not more than two (2) years' duration.
- when on maternity/adoption leave.

**6.05** Seniority shall be retained but shall not accumulate when a nurse is absent from work under the **following** circumstances:

- approved leave of absence with or without pay;
- when in receipt of Workers' Compensation;
- when **offsick** and having complied with the Employer's sick leave policies, until the nurses' sick leave credits are exhausted;
- when in receipt of **long** term disability payments, pursuant to Article 18.07.

**6.06** Seniority shall terminate and a nurse shall cease to be employed by the Employer when she:

- resigns for any reason, and does not withdraw her resignation within two (2) days;
- is discharged for just cause and is not **reinstated**;
- is absent for a period of one (1) year after illness credit has been used or such further period as may be agreed to in **writing** by the Association, the Employer and the nurse concerned;
- is absent for a period of **six** (6) months for any reason;

- if a nurse fails to return to **work following** a lay-off within **fourteen (14)** calendar days **after** the **mailing** to her of notification by prepaid registered mail, addressed to her last **known** address, unless failure is occasioned by sickness or other reasonable cause. It will be the responsibility of the nurse to keep the Employer informed of her current postal address.

**6.07** If a nurse is absent without pay, for a period in excess of thirty (30) continuous calendar days, she will not accumulate seniority or service during the period of the leave in excess of thirty (30) days. It is understood, however, that **all** seniority or service up to thirty (30) days following the commencement of the leave of absence shall be retained by the nurse. In the case of maternity leave, seniority **and** service shall be retained and accumulated during the first seventeen (17) weeks, but shall not accumulate thereafter. Similarly in the case of a parental leave, seniority or service shall be retained and accumulate for up to eighteen (18) weeks of such leave.

#### **ARTICLE 7 - SALARIES AND PROFESSIONAL CLASSIFICATIONS**

- 7.01** The salaries and professional classifications shall be as set forth in Appendix "A" and shall remain in effect for the duration of this Agreement. The bi-weekly salary indicated is the official salary rate. Annualized and hourly rates are for information and administrative purposes only.
- 7.02** The Employer agrees that the establishment of any new classification shall be on the basis of fairness and equity and will apply to only newly created positions or the revision of present positions where there has been a significant change in responsibilities. The salary for such new classifications shall be negotiated with the Association. If the parties are unable to agree, such dispute would be submitted to Arbitration in accordance with Article 13.
- 7.03** On promotion to a higher classification, a nurse shall receive a salary according to the first step in the higher classification which is greater than the salary she was receiving immediately prior to her promotion. Thereafter, for purposes of progression to the next higher step within the new classification, the nurse's date of last hire will be used.
- 7.04** All nurses shall be paid earned salaries on a bi-weekly basis. The Employer shall determine the method of payment (by cheque or by direct deposit) but any changes in the current method of payment shall be discussed with the Association at least sixty (60) days in advance of any such change, and the Employer shall give due consideration to any concerns raised by the Association during discussions.

## ARTICLE 8 - PAID HOLIDAYS

8.01 (a) The following will be recognized as paid holidays under this Agreement:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	<b>Thanksgiving</b> Day
Victoria Day	Remembrance Day
Canada Day (July 1st)	<b>Christmas</b> Day
Float Holiday	<b>Boxing</b> Day

and any other day proclaimed as a public holiday by the Government of Canada, or Ontario, or by Council of The Regional Municipality of York.

- (b) If the Government of Canada proclaims any other day as a public holiday on a continuing basis, such proclaimed day will replace the Float Holiday.
- (c) The Float Holiday shall not be cumulative and will be taken on a date mutually acceptable to the Employer and the Employee.

8.02 A nurse, other than a casual part-time nurse, who is not required to work on any of the above holidays shall receive holiday pay for each holiday not worked equal to one normal **day's** pay. A nurse who is required to work on any of the above holidays shall be paid at the rate of time and **one-half (1-1/2)** and shall receive a day off in lieu of such holiday, or shall be paid for such holiday at the rate of time and one-half (1-1/2) plus regular time.

8.03 When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday, whichever is selected by the Employer, shall be recognized as a day off with pay.

8.04 A paid holiday 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.

## ARTICLE 9 - VACATIONS

9.01 Vacation periods and calculation of vacation pay will be based on a vacation year which shall be from **July 1st** to June 30th. Vacations with pay will be granted in accordance with the following:

- (a) Nurses who have not completed a **full** year of employment by June 30th in any year will be given a vacation with pay based on one and two-thirds (1-2/3) days for each completed calendar month of service since the date of **starting** employment to a maximum of twenty (20) days, and after the completion of one (1) additional year of service shall receive four (4) weeks of vacation with pay (twenty (20) working days) with respect to each year of employment.

- (b) Vacation pay will not be less than eight percent (8%) of total pay earned during the period July 1st to June **30th** in any year.
- (c) All normal deductions made from a nurse's pay will be made from vacation **pay**.
- (d) Regular part-time nurses will be entitled **to similar** vacations on a **pro rata** basis, based on the number of hours per week worked by the **full-time** nurse.
- (e) When a nurse's employment is terminated for any reason, she **shall** be entitled to a terminal vacation allowance covering vacation earned but not taken.
- (f) Nurses who have completed *six* (6) years of service with the Employer by June 30th of any year will be given twenty-one (21) **working** days vacation with pay.

Nurses who have completed eight (8) years of service with the Employer by June 30th of any year will be given twenty-two (22) **working** days vacation with pay.

Nurses who have completed ten (10) or eleven (11) years of service with the Employer by June 30th of any year will be given twenty-three (23) **working** days vacation with pay.

Nurses who have completed twelve (12) or thirteen (13) years of service with the Employer by June 30th of any year will be given twenty-four (24) **working** days vacation with pay.

Nurses who have completed fourteen (14) or fifteen (15) years of service with the Employer by June 30th of any year will be given twenty-five (25) **working** days vacation with pay.

Nurses who have completed sixteen (16) or seventeen (17) years of service with the Employer by June 30th of any year will be given twenty-six (26) **working** days vacation with pay.

Nurses who have completed eighteen (18) or nineteen (19) years of service with the Employer by June 30th **of** any year will be given twenty-seven (27) **working** days vacation with pay.

Nurses who have completed twenty (20) or twenty-one (21) years of service with the Employer by June 30th of any year will be given twenty-eight (28) **working** days vacation with pay.

Nurses who have completed twenty-two (22) or twenty-three (23) or twenty-four (24) years of service with the Employer by June 30th of any year will be given twenty-nine (29) working days vacation with pay.

Nurses who have completed twenty-five (25) years of service with the Employer by June 30th of any year will be given thirty (30) working days vacation with pay.

**Note:** Any additional earned vacation in 1992 as a result of these adjustments are to be accrued into 1993 rather than paid out.

- 9.02 A nurse shall have an additional day's vacation for each paid holiday falling within the nurse's vacation period.
- 9.03 Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 9.04 Vacations may be requested at any time of the year and the Director of Community Health Nursing or Home Care will grant requests where possible provided that vacation quotas shall not be unduly restrictive to the operations of the Health Branch and vacations shall not be unreasonably withheld. Requests for vacation time in June, July or August shall be made in writing to the Employer not later than April 30th in that year.
- 9.05 Sick leave may be substituted for vacation in the case of any employee who establishes by medical certificate that she was qualified for sick leave while on vacation. The period of vacation so displaced shall, upon mutual agreement, either be added to the vacation period or reinstated for use at a later date.
- 9.06 An employee who qualifies for bereavement leave or any other approved leave during her vacation, shall not suffer any deduction from vacation credits for such absence. The period of vacation so displaced, shall upon mutual agreement, either be added to the vacation period or reinstated for use at a later date.

#### **ARTICLE 10 - SICK LEAVE PLAN**

- 10.01 The Sick Leave Plan, attached as Appendix "B" to this Agreement, is adopted by the Association and the Employer and is deemed to be part of this Agreement.

#### **ARTICLE 11 - CAR ALLOWANCE**

- 11.01 Full-time nurses who are required to provide cars for use in connection with their duties with the Employer shall be compensated as follows:
- (a) At the rate of \$100.00 per month.



- (b) 23¢ per kilometre or 36.8¢ per mile for all distances driven in any month. (Effective January 1, 1992)
- (c) Regular part-time and casual part-time nurses who are required to use their privately owned motor vehicles on Regional business, shall be compensated at the rate of 35¢ per kilometre or 56¢ per mile as of January 1, 1992.

This travel rate will be varied by 0.26 cents per kilometre or 1.0 cent per mile for each 1.1 cent per litre variation in the tank wagon price of gasoline delivered to the Employer.

Gasoline price variance shall be reviewed every six (6) months unless drastic changes are noted by the Employer or the Union.

This section shall cease to apply if the Employer provides vehicles for the use of the nurses.

- 11.02 Nurses receiving mileage allowance shall disclose to their insurers that they are using their motor vehicles for business purposes and shall obtain third party liability insurance coverage in the minimum amount of \$500,000.00 inclusive coverage and shall file a certificate of such insurance coverage with the Employer.
- 11.03 The Employer shall provide for non-owned motor vehicle insurance coverage with respect to motor vehicles used by nurses employed by the Employer in the carrying out of their duties.

**ARTICLE 12 - GRIEVANCE PROCEDURE**

- 12.01 The parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any nurse and/or Association may present a complaint at any time without recourse to the formal written procedure described herein.
- 12.02 A grievance shall be defined as a complaint regarding the interpretation or alleged violation of this Agreement, or, in the case of a nurse who has acquired seniority under this Agreement, a complaint that she has been discharged or disciplined without just cause.
- 12.03 No grievance shall be considered:
  - (a) which usurps the function of the Employer as set out in this Agreement, or

- (b) where the circumstances **giving** rise to it occurred or originated more than ten (10) **full working** days before the **filing** of the grievance; in the case of a grievance involving computation of pay, the grievance may be filed within ten (10) days after receipt of pay.

12.04 The following shall be the procedure in processing and **handling** grievances:

Complaint Stage

Prior to the **submission** of a grievance, **the nurse affected shall discuss** the **subject** matter of her complaint with her immediate Supervisor, in order to give the Supervisor an opportunity of adjusting the complaint.

Step No. 1

The aggrieved nurse may submit her grievance to the Director of Community Health Nursing or Director of Home Care who shall consider it in the presence of the person or persons presenting same **and** render her decision in writing. The aggrieved nurse may have the assistance of a member of the Grievance Committee if she so desires. Should no settlement satisfactory to the nurse concerned be reached within ten (10) **working** days, the next step in the Grievance Procedure may be taken within five (5) days thereafter.

Step No. 2

The aggrieved nurse may submit her grievance in writing to the Medical Officer of Health, and she may have the assistance of a member of the Grievance Committee if she so desires. Should no settlement satisfactory to the nurse concerned be reached within five (5) **working** days, the next step in the Grievance Procedure may be taken within five (5) **working** days thereafter.

Step No. 3

The aggrieved nurse may submit her grievance in writing to the Chief Administrative Officer, who shall meet or direct his designate to meet with the Association Grievance Committee at a mutually agreeable time. Should no settlement satisfactory to the nurse and the Association concerned be reached within five (5) **working** days, the next step in the Grievance Procedure may be taken within five (5) **working** days thereafter.

12.05 If a final settlement of the grievance is not completed within ten (10) **working** days after the grievance has been submitted in writing at Step No. 3 of the Grievance Procedure, and if the grievance is one concerning the interpretation or alleged violation of this Agreement, or is a claim by a nurse that she has been discharged or disciplined without just cause, the grievance may be referred by either party to a Board of Arbitration as provided in Article 14 at any time within ten (10) days thereafter, but not later.

- NOTE:
- i) Any of the time allowances provided above may be extended by mutual agreement between the parties.
  - ii) Saturdays, Sundays and Paid Holidays shall not be counted in determining the time in which any action is to be taken or completed in any step of the Grievance and/or Arbitration Procedure.

**ARTICLE 13 - DISCHARGE AND SUSPENSION CASES**

- 13.01 In the event of an employee who has attained seniority being discharged or suspended from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 13.02 A claim by a nurse who has attained seniority and is covered by this Agreement, that she has been discharged or suspended, without just cause, shall be treated as a grievance, if a written statement of such grievance is lodged at Step No. 3 of the Grievance Procedure within ten (10) days after the occurrence of such discharge or suspension. The Employer shall notify the nurse of her right to have an Association representative present at any meeting to be held with the Employer where a discussion of her discharge or suspension takes place. **If** the nurse is to be discharged or suspended, a copy of the letter of discharge or suspension shall be forwarded to the Association. The Employer agrees to provide written reasons within a reasonable period of time to the affected nurse in the case of a discharge or suspension.
- 13.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

**ARTICLE 14 - ARBITRATION**

- 14.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through **all** the steps of the Grievance Procedure outlined in Article 12 and which has not been settled, **will** be referred to a Board of Arbitration at the request in writing of either of the parties hereto.
- 14.02 The Board of Arbitration **will** be composed of one person appointed by the Employer, one person appointed by the Association, and a third person to act as Chairperson chosen by the other two members of the Board of Arbitration.

- 14.03 Within five (5) days of the request by either party for a Board of Arbitration each party shall notify the other of the name of its appointee. Should the recipient of the above request fail to appoint an appointee within the five (5) days, the Minister of Labour of the Province of Ontario will be asked to make the appointment.
- 14.04 Should the persons chosen by the Employer and the Association to act on the Board of Arbitration fail to **agree** on a third person within seven (7) days of the notification mentioned in Section 14.03, the **Minister of Labour** of the Province of **Ontario** will be asked to appoint a person to **act as Chairperson**.
- 14.05 The decision of a **Board of Arbitration**, or a majority **thereof**, constituted in the above manner, shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 14.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to **substitute** any new provisions for any existing provisions, nor to give any decision **inconsistent** with the **terms** and provisions of this Agreement.
- 14.07 Each of the parties to this Agreement will **bear** the expenses of the arbitrator appointed by it and of its **own** witnesses, and the parties will jointly bear the expenses, if any, of the Chairperson.
- 14.08 No person shall be selected as arbitrator who has been directly involved in attempts to **negotiate** or settle the grievance.

#### **ARTICLE 15 - MANAGEMENT AND ASSOCIATION GRIEVANCES**

- 15.01 It is understood that the Employer may submit to the Association any complaint with respect to the conduct of the Association, its officers or members, or any complaint that a **contractual** obligation undertaken by the Association in this Agreement has been **violated**. **Such** complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to the Chairperson or other officer of the **Association**, whereupon it shall be discussed at Step No. 3 of the Grievance Procedure. **Failing** a satisfactory settlement within ten (10) days after the **filing** of such grievance, the Employer may refer it to Arbitration in accordance with the provisions of Article 14.
- 15.02 The Association may file a grievance as defined in this Agreement which involves all or a substantial number of the **nurses** covered by this Agreement. Such grievance shall be submitted at Step No. 3 of the Grievance Procedure.

15.03      Group Grievance

Where a number of nurses have a similar grievance and each nurse would be entitled to grieve separately, they may present a group grievance in writing identifying each nurse who is grieving to the Director of Community Health Nursing or Home Care or her designate, within seven (7) calendar days after the circumstances **giving** rise to the grievance have occurred or ought reasonably to have come to the attention of the nurses. The grievance shall then be treated as being initiated at Step **No. 2** and the applicable provisions of this Article shall then apply with respect to the proper assessing of such grievance.

**ARTICLE 16 - NO STRIKES - NO LOCKOUTS**

16.01      There shall be no strikes or lockouts **during** the term of this Agreement. The term "strikes" and "lockouts" shall be as defined in the Labour Relations Act of the Province of Ontario and amendments thereto.

16.02      The Association further agrees that it will not involve any nurse of the Employer during working hours, or the Employer itself, in any dispute which may arise between any other Employer and the nurses of such other Employer.

**ARTICLE 17 - LEAVE OF ABSENCE**

- 17.01      (a)      When a death occurs in the immediate family of a permanently employed nurse, she shall be granted not more than three (3) working days' leave of absence with pay.
- (b)      Where the funeral in respect of the death referred to in sub-paragraph (a) takes place outside Ontario, a nurse shall be granted, in addition to the leave of absence referred to in sub-paragraph (a), reasonable leave of absence for travelling time not to exceed four (4) days for the purpose of attending the funeral.
- (c)      All leaves of absence pursuant to this Article, except those listed in sub-paragraph (a) above, shall be deducted **from** the nurse's sick pay credits, and to the extent that the nurse does not possess any or **sufficient** sick pay credits, such leave of absence shall be without pay.
- (d)      For the purposes of this Article, immediate family is defined as: parents, spouse, child, brother, sister, grandparents, grandchildren, parents of the spouse, sister-in-law, brother-in-law, son-in-law, and daughter-in-law, or any of them, of a nurse.

- (e) For the purposes of this Article, "parent" shall mean a person who has demonstrated a settled intention to treat the employee as a child of his or her family.

17.02 Leave to Attend a Funeral

An Employee may, on application to the Medical Officer of Health, or to a person delegated by him, be granted one (1) day's leave with pay to attend a **funeral**.

17.03 Educational Leave

- (a) As it is recognized that substantial contributions can be made to the total public health **program** through the dissemination of information obtained during **educational** leave and short courses, each nurse should be given equal opportunity to participate in courses which the Employer decides to participate in.

Information concerning such courses and/or workshops pertaining to any aspect of nursing shall be posted as far as possible in advance so that nurses may make application for leave. During attendance at such courses the Employer will continue the nurse's **salary** and shall pay at its sole discretion such further amounts on account of pay, travel and reasonable living expenses as it deems advisable.

- (b) The Employer, upon request, may grant a two (2) year leave of absence without loss of seniority, to a nurse making such a request for the purpose of furthering her education.

17.04 When a nurse **has** completed a course relevant to her duties she **shall** be granted leave of absence with pay to write the required examination.

17.05 Leave of absence with pay to attend professional meetings (e.g. OPHA, RNAO) of up to five (5) days per year shall be granted at the discretion of the Employer.

17.06 (a) Personal Reasons

Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Director of Community Health **Nursing** or **Director** of Home Care. Such requests **are to be made as far as** possible in advance, and the said Director will reply in writing except in cases of emergency.

- (b) A nurse may use up to a maximum of **six (6)** earned days of her sick leave credits per calendar year to attend to her sick spouse or dependants. The Employer is entitled to require proof of illness of the **said** spouse or dependants before authorizing payment.

17.07

Professional Leaves

- (a) Leave of absence without pay to attend Association business will be granted at the discretion of the Medical Officer of Health, provided that such leaves will not be unreasonably withheld. During the leaves of absence as set out in 17.07 (a) the nurse's **salary** and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the **full** cost of such **salary** and applicable benefits.
- (b) A nurse who is elected to the office of President of the Ontario Nurses' Association, shall be granted, upon request, leave(s) of absence without loss of seniority and benefits up to one (1) year. During such leave(s) of absence salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits. The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.
- (c) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted leave of absence without pay up to a total of twenty (20) days annually. There shall be no loss of seniority or credits for the purposes of **salary** advancement or vacation entitlements or other benefits during such leave of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in Article 17.07 (a).
- (d) Professional leave with pay up to eight (8) days annually, will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

17.07

(e) ONA Provincial Committee

A nurse who is elected to a provincial committee of the Ontario Nurses' Association, may, subject to the efficient operations of the Employer, be granted a leave of absence to fulfil the duties of **her** position. Reasonable notice shall be given to the Employer for such leave of absence. Such leave shall not be unreasonably denied. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this agreement. **During** such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to re-imburse the Employer in the amount of the **full** cost of such salary and applicable benefits.

17.08 Parenting Leave (Maternity, Paternity and Adoption)

Parental Pregnancy Leave will be granted in accordance with the Employment Standards Act (E.S.A.), as amended from time to time as follows:

- (a) The service requirement for eligibility for parental or pregnancy leave shall be thirteen (13) weeks. Nurses possessing the service requirement will be eligible for pregnancy leave of up to seventeen (17) weeks and a subsequent parental leave of up to eighteen (18) weeks immediately following the pregnancy leave.
- (b) The nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and four (4) weeks notice of the expected date of return. **This** notice **shall** be waived in the event of pregnancy complications, premature birth or the sudden **coming** into care of an adoptive child.
- (c) The nurse has the right to extend the combined pregnancy and parental leave of up to thirty-five (35) weeks by a further leave of absence of seventeen (17) weeks, bringing the total parenting leave to one (1) year. Written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. **This** notice requirement will be shortened in circumstances where medical complications occur in the **four (4)** weeks prior to the termination of the initially approved leave. The nurse **shall** be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Parental leave of up to eighteen (18) weeks is available to each parent in the bargaining unit who possesses the service requirement of thirteen (13) weeks. Natural mothers who wish to take parental leave must do so immediately following the expiration of their pregnancy leave. All other eligible parents may take this leave within thirty-five (35) weeks of the **child being born** or coming into care.
- (e) **A nurse shall be** allowed to commence her pregnancy leave at any time up to **seventeen (17)** weeks before the expected date of delivery.
- (f) **A nurse shall** continue to accumulate seniority and service and **shall** continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the nurse were actively at **work, for the period** of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of eighteen (18) weeks. Seniority shall continue to accumulate throughout the period of any extension of the leave of absence beyond thirty-five (35) weeks, but service and benefit/pension participation will cease after thirty-five (35) weeks leave.



- (g) Parents **shall** be defined to include adoptive parents and common-law spouses as defined in the **Family Law Reform Act of Ontario** as amended from time to time.
- (h) Nurses newly hired to replace nurses who are on pregnancy, parental or extended leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the nurse shall be credited with seniority **from** date of hire subject to successfully completing her probationary **period** as per Article **6.03**.
- (i) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Unemployment Insurance parental/pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy five percent (75%) of her regular weekly earnings and the **sum** of her weekly Unemployment Insurance benefits and any other earnings. Such payment **shall** commence **following** completion of the two week Unemployment Insurance **waiting** period, and receipt by the Employer of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental/pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twenty-five (25) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The benefits provided herein are subject to the terms and conditions of the SUB Plan registered with the Unemployment Insurance Commission.

17.09

Reinstatement

A nurse returning to work on the expiration of the leave of absence provided herein shall be reinstated in the position held prior to the commencement of such leave **or** in a comparable position.

17.10

Jury Duty and Court Attendance

- (a) A nurse served with a **jury** notice or with a subpoena requiring attendance at court shall forthwith notify her immediate supervisor.
- (b) A nurse shall be paid for time actually spent on **jury** duty or **for** time spent in attendance under subpoena at court provided such nurse furnishes to her immediate supervisor a written statement from a proper public official **or** the solicitor or counsel of the party on whose behalf she

is subpoenaed, certifying as to the **date** and time of her **court** attendance and the **amount** of remuneration received and provided that the nurse pays to the Employer the amount of such remuneration other than mileage and meal allowances.

- (c) A nurse called for **jury** duty or subpoenaed for attendance at **court** and who is temporarily excused from such duty or attendance must report for work if a reasonable period of time remains to be worked in her shift.

**17.11** **Nurses** will be granted **special** leave of absence with **pay** and **without loss** of seniority or service for the following reasons provided that the nurse provides verification of the occurrence of the event upon request by her immediate supervisor:

<u>Reason</u>	<u>Leave with Pay</u>
Major fire or flood of nurse's principal residence or principal recreation property ) ) ) )	up to three (3) days, at discretion of immediate supervisor
For moving a nurse's principal residence	one (1) day per year
Nurse's attendance at Canadian Citizenship Court to take oath of citizenship	one (1) day
The placement of a child with the nurse for adoption	one (1) day

The above special leave of absence is not available to **casual** nursing staff.

**ARTICLE 18 - BENEFIT PLANS**

**18.01** (a) The Employer **will** continue to pay the following benefits:

1. Employer Health **Tax**;
2. Mutual Life Extended Health Care; Vision Care • **maximum** \$300.00 every 24 months;
3. Group Life Insurance, the Mutual **Life** Insurance Company Policy;
4. Long Term Disability Insurance, the Mutual Life Insurance Company Policy;

5. Dental Insurance - Mutual Life Coverage, covering one hundred (100%) reimbursement by the Employer for preventive treatment, eighty percent (80%) for restorative treatment and fifty percent (50%) (to a \$1,500 lifetime limit) for orthodontic treatment, (treatment as defined in insurance policy) to be effective by October 21st, 1986.

(b) Employees **will** be eligible for benefits in accordance with Article 18.05.

18.02

It is understood and agreed that the only obligation of the Employer under Article 18.01 is to pay the appropriate premium for the particular coverage listed therein. It is **further** understood and agreed that the Employer **is** not an **insurer** as to any benefits available, and the exact **terms of** coverage must be ascertained from the provisions of the particular policies of insurance listed therein.

18.03

Pension benefits will be provided in accordance with the basic pension under the Ontario Municipal Employees' Retirement System Act integrated with the Canada Pension Plan.

Effective January 1, 1982, the pension benefits will be provided in accordance with the basic Supplemental **Plan #1** and Supplemental **Plan #3** (service only) under the Ontario Municipal Employees' Retirement System Act integrated with the Canada Pension Plan.

18.04

Payment of Benefits for Early Retir

The Employer agrees that employees with twenty-five (25) years of service or more, may apply to Council to have their benefits paid between the time of retirement (which shall not be earlier than the age of fifty-five (55) to when they attain the age of sixty-five (65). Such applications shall only be through the office of the Chief Administrative Officer and with his consent, which consent shall not be unreasonably withheld.

18.05

Classification of Nurses

<u>Benefit</u>	<u>Full-Time Nurse</u>	<u>Regular Part-Time</u>	<u>Full-Time Temporary</u>	<u>Casual Part-Time</u>
EMPLOYER HEALTH TAX	Participating obligatory unless otherwise covered. Premium paid by Employer.	Participation obligatory unless otherwise covered. Payment of premium shared between Employer and Employee.	Participation obligatory unless otherwise covered. Premium paid by Employer.	N/A
<b>GROUP INSURANCE PLAN</b> - underwritten by Mutual Life Assurance Co. of Canada	Participation optional. Premium paid by Employer.	Participation optional. Payment of premium shared between Employer and Employee pro rata*.	Participation optional. Premium paid by Employer.	N/A
DENTAL PLAN - Mutual Life Assurance Co. of Canada	Participation optional. Premium paid 100% by Employer from date of employment.	Participation optional. Payment of premium shared between Employer and Employee pro rata*.	Participation optional. Premium paid 100% by Employer.	N/A
SICK LEAVE	Entitlement as provided in Appendix "B".	Pro rata* entitlement as provided by Appendix "B" may be used for sick leave after six (6) calendar months of employment.	N/A	N/A
VACATION	Entitlement as provided by Article 9.	Pro rata* entitlement as provided by Article 9.	Entitlement as provided by Article 9.	Pro rata* entitlement as provided by Article 9.
PAID HOLIDAYS	Entitlement as provided by Article 8.	Pro rata* entitlement as provided by Article 8.	Entitled to paid holidays that occur during period of employment.	Entitlement as provided by the Employment Standards Act Part VII
OMERS Basic Plus Supp. I Supp. III (service option only)	Participation obligatory from date of employment.	N/A	N/A	N/A

\*based on the percentage of a non al shift worked.

18.06

The Employer may substitute another Carrier for any plan provided that the benefits conferred thereby are **not** decreased. Such substitution **will** not occur unless there is sixty (60) days' notice to the Association.

18.07 **An employee who has completed his 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 for the following benefits:**

- |  |  |
|--|--|
| Dental Plan  | • Paid by Employer   |
| Extended Health Care<br>(includes drugs & vision care) | • Paid by Employer   |
| Employer Health Tax                                    | • Paid by Employer   |
| Life Insurance   | • Paid by Employer   |
| Long Term Disability                                   | • Paid by Employer   |
| O.M.E.R.S.   | • Waiver of employee contributions<br>after fourth month of illness or<br><b>injury.</b> |

**An employee on qualifying for Long Term Disability will be entitled to the following benefits from the commencement of L.T.D. for a period of two (2) years or until he is no longer considered by the carrier to be totally disabled, whichever period is shorter:**

- |  |  |
|--|--|
| Employer Health Tax                                    | • Paid by the employee                             |
| O.M.E.R.S.   | • Waiver of employee contributions                 |
| Dental   | • Paid by the employee                             |
| Life Insurance   | • Waiver of premium                                |
| Extended Health Care<br>(includes drugs & vision care) | • Mutual arrangement with<br>Employer and carrier. |

18.08 Errors and Omission Insurance

The Employer agrees to maintain malpractice and professional liability insurance coverage for nurses covered by this agreement.

18.09 **An employee who has worked continuously for three (3) full continuous months as a temporary full-time employee, and who subsequently transfers to permanent full-time without a break in service, will be credited upon such transfer with sick leave on a pro rata basis in accordance with Appendix B, and the employee shall be permitted immediate access to the sick leave plan upon transfer.**

**ARTICLE 19 - MISCELLANEOUS**

19.01 A physical examination shall be required within thirty (30) days of employment. The Employer shall skin test all new employees and shall be responsible for the **cost** of the testing. A chest x-ray will be required unless the employee can provide proof of a chest x-ray within the preceding twelve (12) months or has skin-tested tuberculin negative. Subsequent chest x-rays for those testing positive may be required, if so requested by the employee's physician.

- 19.02 Where laboratory coats are required in any area, they **shall** be provided and laundered by the Employer.
- 19.03 If a nurse wishes to **resign**, she must submit a written resignation to the Director of Community Health Nursing or Director of Home Care at least thirty (30) days **in advance of the date of termination** of service.
- 19.04 The Employer **shall undertake to supply all nurses with** a copy of the Collective Agreement, and the cost of doing so will be shared equally by the Association and the Employer.
- 19.05 The parties agree that a joint Health and Safety Committee shall be established and shall function in accordance with the applicable legislation and regulations.
- 19.06 The parties **agree that** any written notice provided for this agreement shall be effectively given by:

As to ONA - delivery by hand or prepaid registered post to an ONA representative or the ONA office at:

85 Grenville Street,  
Suite 600,  
Toronto, Ontario.  
M5S 3A2

As to the Employer - delivery by hand or prepaid registered post to the Employer at:

**17250 Yonge Street,**  
**Newmarket, Ontario.**  
**L3Y 6Z1**

and every such notice shall be deemed to be given on the day it was so mailed or delivered.

- 19.07 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 19.08 The Employer and the Association agree that a direct deposit method of payment of salaries may be implemented provided the nurse's salary is deposited in her account at her bank, trust company or credit union of her choice every second Thursday. Pay stubs shall be available and/or mailed on pay day.

- 19.09 The Employer shall endeavour to obtain parking at York Central Hospital, York County Hospital and Markham-Stouffville Hospital for nurses permanently assigned to the Health Unit at any of the aforesaid hospitals. The Association recognizes that parking space allotment is solely within the discretion of the Hospitals.

**ARTICLE 20 - PERFORMANCE, REVIEW AND FILES**

- 20.01 A nurse shall be given an opportunity to **sign all** evaluations of reviews of her performance and shall also be given an opportunity to **sign all** adverse reports pertaining to the performance of her duties in her current position, which are placed on her personal file. Such nurse shall be provided with a copy of her evaluation upon request.
- 20.02 Upon request, a nurse may review her personal file once a year in the presence of her Supervisor.

**ARTICLE 21 - ORIENTATION, PROFESSIONAL DEVELOPMENT AND  
PROFESSIONAL RESPONSIBILITY**

- 21.01 All nurses, including Child-birth Educators, shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include:
- (a) An orientation program;
  - (b) Staff education program for all nurses including part-time nurses;
  - (c) An employee shall suffer no loss of regular pay or car allowance by reason of her participation in such programs;
  - (d) The above programs shall be offered at least five (5) times a year.
  - (e) Childbirth Educators shall receive their regular straight time hourly rate for in-service, where attendance is mandatory.
- 21.02 In the event that the Employer assigns a number of patients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:
- i) Complain in **writing** to the Professional Committee within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Professional Committee shall convene a meeting of the committee within ten (10) calendar days of the filing of the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- ii) **Failing resolution** of the complaint within **fifteen (15)** calendar days of the **meeting of the Professional Committee**, the complaint shall be forwarded to the **Medical Officer of Health and/or the Chief Administrative Officer**, where a meeting shall be scheduled within **fifteen (15)** calendar days in an effort to resolve the complaint.

**ARTICLE 22 - EARLY DISCHARGE POST PARTUM PROGRAM**

- 22.01 **Nurses who are interested in the early discharge post partum program** may apply for work in this program, following the posting of these positions in accordance with **Article 5** of the Collective Agreement;
- 22.02 Successful candidates for the early discharge post partum program will be chosen in accordance with **Article 5** of the Collective Agreement;
- 22.03 The Employer will **not** assign nurses, except those nurses chosen in accordance with **Paragraphs 1 and 2**, herein, to the early discharge post partum program which involves shift work and weekend work;
- 22.04 That if the Employer is unable to **staff** the above program in whole or part from its own **staff**, it shall be free to staff from outside the **Bargaining Unit**;
- 22.05 Nurses involved in **this** program who are required to work outside the normal scheduled work **week** will be paid at the rate of **\$17.94** per hour or their regular straight time **hourly rate** whichever is greater;
- 22.06 (a) Nurses involved in this program may be required to standby and to be **available for work** on Saturdays, and Sundays between the hours of **10:00 a.m. and 8:00 p.m.**, and shall be paid five dollars (**\$5.00**) for each hour of standby.
- In the event a nurse is called in to work, she shall be paid in accordance with Article 22.05 above. **During** the period of call-in, standby pay shall cease.
- (b) Effective **January 1, 1991**, nurses who are required to standby and be **available for work** on a paid holiday shall be paid seven and one-half dollars (**\$7.50**) for all hours between **10:00 a.m. and 8:00 p.m.**
- In the event a nurse is called in to work on a paid holiday, she shall be paid in accordance with Article **22.05** above. **During** the period of call-in, standby pay shall cease.
- 22.07 Nurses involved in the early discharge post partum program who will be assigned to standby outside their regular working hours, and who shall be scheduled to work on weekends, shall have their schedule of work posted **four (4)** weeks in advance for a **six (6)** week period;



- 22.08 Nurses involved in this program shall be provided with long range beepers by the Employer at its cost;
- 22.09 Nurses who are required to use their cars while on standby or when involved in evening or weekend **work**, shall be paid the current Regional mileage rate on submission of vouchers and particulars as to the mileage driven;
- 22.10 The **term of this** Agreement shall be one (1) year from **January 1, 1993**, to **March 31, 1996**, **at which** time it shall be reviewed by the Parties; and
- 22.11 Nurses involved in this program who **are** called in to work on a **Statutory** Holiday from standby or who are called in to work on a Statutory Holiday, shall be paid at time and one-half (1½) their regular straight time hourly rate or \$17.94 per hour whichever is greater, for all hours worked.

### **ARTICLE 23 - JOB SHARING**

- 23.01 The Region and the Association agree with the principal of job sharing, which involves two staff nurses sharing one full-time designated position. The parties agree that job sharing, as to current and future job shared positions shall be in accordance with the **following terms**:
- (a) Nurse(s) may request at any time that a full-time position be shared. The Employer may consent *to* such a request and such consent shall not be unreasonably withheld. If consent is granted by the Employer, the position(s) shall be posted and nurses will have the opportunity to apply.
  - (b) Either of the nurses involved in a job sharing arrangement, having worked together for a minimum of three (3) months, unless prevented from doing so by accident, illness, death or any irreconcilable differences may terminate the job sharing arrangement by giving one (1) month's notice to the Employer.
  - (c) The Employer may, after the expiration of a three month trial period for any newly established job sharing arrangement terminate the arrangement by giving one (1) month's written notice to the nurses involved and return such nurses to their former positions. If any nurses have been hired to facilitate **such** arrangement, they shall be laid **off** until suitable vacancies occur;
  - (d) Should one partner transfer or terminate employment, the remaining partner shall continue to **work** her **own** schedule for thirty (30) days. **If** no replacement partner is recruited she must decide either to return to her former position or continue as a full-time nurse in the designated position.

- (e) Nurses involved in the job sharing arrangement shall be covered by the provisions of the Collective Agreement between the Employer and the Association, but subject to the following modifications reflecting the job sharing arrangement:

23.02 Representation and Association Security

The Employer will deduct each month from the pay due to each nurse who is covered by this Agreement a sum or sums equal to the regular monthly Association dues of a part-time member.

23.03 Definition and Hours of Work

The regular work week for the two nurses combined shall be thirty-five (35) hours and in a two week period it will be thirty-five (35) hours for each nurse.

Overtime shall be computed in accordance with the Collective Agreement.

23.04 Transfer, Promotion, Layoff and Recall

Both nurses involved in this project will have the opportunity to apply and be considered for any job posting, subject to Article 5 of the Collective Agreement.

**All** seniority, illness, vacation and other credits obtained under the Collective Agreement shall be retained and transferred with the nurse if she is reclassified from full-time employment or part-time employment to job sharing employment and vice versa.

23.05 Seniority

- (a) Each nurse involved will accumulate seniority on the basis of one (1) year for each 1600 hours of paid time.
- (b) None of the nurses involved in this project shall serve a probationary period, unless such nurses are new hires.

23.06 Salaries and Professional Classifications

Each nurse in this project will advance to the next incremental increase after 1600 hours of paid time from the time of her last incremental increase. Each nurse will be paid one-half (½) bi-weekly salary rate at her appropriate level, inclusive of all or any education allowance she is entitled to.

23.07 Paid Holidays

When a paid holiday occurs within a pay period, each nurse will be paid one-half (½) day's pay plus pay for the number of days actually worked in the pay period at her appropriate rate.

23.08 Vacation

Each nurse shall receive 0.83 days for each month of participation in this project, calculated to the nearest half (½) day. Job sharers shall not be responsible for working their partner's time while their partner is on vacation or while their partner is sick, unless mutually agreed otherwise.

23.09 Car Allowance

Each **nurse** will be paid **\$50 (fifty dollars)** per month basic *car* allowance **plus** the appropriate cents per mile.

23.10 Discharge and Suspension Grievances

Each nurse will be treated individually for matters such as discipline.

23.11 Leave of Absence

- (a) Paid leaves of absence will be pro-rated according to time worked.
- (b) Each nurse involved in this project shall be granted up to 2.5 days to attend professional meetings at the discretion of the Employer.
- (c) Each nurse shall be entitled to maternity leave according to the Collective Agreement.

23.12 Benefits

Each nurse currently participating in OMERS will be required to continue participation. The benefit package or any **part** thereof shall be available to each nurse on a pro-rated basis according to time worked.

23.13 Orientation and Professional Development

- (a) **An** orientation program will be developed with nurses for this project.
- (b) Each nurse will be entitled to one half (½) the staff education program for full-time nurses.
- (c) Each nurse shall participate in a written assessment of the project at the end of three (3) months of continuous involvement.

Each nurse shall receive a written evaluation in accordance with Article 20 of the Collective Agreement.



**APPENDIX A**  
**1992 SALARY SCALE**

**CLASSIFICATION**

	<b>500 Registered Nurse</b>			<b>501 Community Health Nurse</b>			<b>502 CHN with B. Sc.N.</b>		
	<b>Annual</b>	<b>Biweekly</b>	<b>Hourly</b>	<b>Annual</b>	<b>Biweekly</b>	<b>Hourly</b>	<b>Annual</b>	<b>Biweekly</b>	<b>Hourly</b>
Start	31,784	1218.28	17.40	34,295	1314.54	18.78	35,673	1367.36	19.53
1 Year	32,562	1248.09	17.83	35,074	1344.37	19.21	36,451	1397.18	19.96
2 Years	33,340	1277.91	18.26	35,829	1373.34	19.62	37,229	1427.00	20.39
3 Years	34,096	1306.88	18.67	36,607	1403.15	20.05	37,985	1455.96	20.80
4 Years	34,873	1336.69	19.10	37,385	1432.96	20.47	38,763	1485.79	21.23
5 Years	35,651	1366.51	19.52	38,163	1462.78	20.90	39,541	1515.61	21.65
6 Years	36,474	1398.03	19.97	38,985	1494.30	21.35	40,364	1547.14	22.10
7 Years	37,318	1430.41	20.43	39,808	1525.83	21.80	41,208	1579.50	22.56
8 Years	38,065	1459.02	20.84	40,604	1556.35	22.23	42,032	1611.09	23.02
9 Years	38,826	1488.20	21.26	41,416	1587.47	22.68	43,083	1651.37	23.59

Prenatal Lecturer \$69.90 per 2 hour lecture and 1 hour set-up.

Effective upon ratification, Child-birth Educators shall be paid \$23.30 per hour for a period of three (3) hours per lecture, representing one (1) hour of set-up and dismantling time, and two (2) hours of class-delivery time. Where a Child-birth Educator is required to work in excess of the three hour period, she shall subsequently notify her immediate supervisor, and shall be paid the excess time at the aforementioned hourly rate, but, in any event, the maximum total paid hours will not exceed four (4) per lecture.

**APPENDIX A**  
**1995 SALARY SCALE**

**Pay Equity Adjusted Rates**  
**Effective January 1, 1995**

**CLASSIFICATION**

	<b>Registered Nurse</b>			<b>Community Health Nurse</b>		
	<b>Annual</b>	<b>Biweekly</b>	<b>Hourly</b>	<b>Annual</b>	<b>Biweekly</b>	<b>Hourly</b>
Start	38,497	1475.60	21.08	43,118	1652.70	23.61
1 Year	39,283	1505.70	21.51	43,903	1682.80	24.04
2 Years	40,068	1535.80	21.94	44,688	1712.90	24.47
3 Years	40,817	1564.50	22.35	45,437	1741.60	24.88
4 Years	41,602	1594.60	22.78	46,222	1771.70	25.31
5 Years	42,369	1624.00	23.20	46,989	1801.10	25.73
6 Years	43,191	1655.50	23.65	47,811	1832.60	26.18
7 Years	44,031	1687.70	24.11	48,651	1864.80	26.64
8 Years	44,780	1716.40	24.52	49,491	1897.00	27.10
9 Years	45,547	1745.80	24.94	50,532	1936.90	27.67

Prenatal Lecturer \$81.99 per 2 hour lecture and 1 hour set-up.

Child-birth Educators shall be paid \$27.33 per hour for a period of three (3) hours per lecture, representing one (1) hour of set-up and dismantling time, and two (2) hours of class-delivery time. Where a Child-birth Educator is required to work in excess of the three hour period, she shall subsequently notify her immediate supervisor, and shall be paid the excess time at the aforementioned hourly rate, but, in any event, the maximum total paid hours will not exceed four (4) per lecture.

A.01 Retroactivity

- (a) The effective date for retroactive purposes shall be January 1, 1993, the day following the expiry date of the previous Agreement.
- (b) Full retroactivity shall apply to both wages and to all monetary provisions namely, car allowance, unless otherwise stated.
- (c) Retroactivity **shall** be applied to **both** present employees **and** to employees who have left the employment of the Employer **after January 1, 1993**, but before any new rate of pay is implemented.
- (d) The Employer shall write to these employees by registered mail to the last address on file with the Employer. The letter shall explain that they are entitled to retroactive benefits provided they respond in person or in writing within sixty (60) days from the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive benefits to these employees.

A.02 Casual part-time nurses will be placed on the salary **grid** effective January 1, 1990. Casual part-time nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with seniority calculation as set out in Article 6.

Casual part-time nurses will be advanced on the **salary** grid after each sixteen hundred (1600) hours worked.

A.03 Yearly increments shall apply on the anniversary date of the commencement of employment. Where a nurse is absent on a leave of absence without pay for a period in excess of thirty (30) continuous days, there shall be a delay in the entitlement to such increment for the period in excess of thirty (30) continuous days, except as otherwise provided in the case of pregnancy or parental leave.

**APPENDIX "B"**  
**SICK LEAVE PLAN**

1. The benefits provided by this **Plan** are not vested in the employee and may be varied as to any employee for cause by resolution of the Employer, except for sums received by the Employer pursuant to Section 20(b) hereof.
2. In calculating **salary or wages for days of sick leave standing** to the credit of any employee, five **(5) days' sick leave shall represent the equivalent of one (1) week** of employment.
3.
  - (a) Each employee shall receive a gross credit of one and one-half (1½) days for each month of service, (i.e. **eighteen (18) days per annum**) such credit to be cumulative and combined with the **employee's credit, if any**, in respect to previous Service as defined in **Clauses 18 and 19 of this Plan**.
  - (b) Sick leave thus accumulated shall be diminished by one (1) day for each day that -an employee remains on the payroll through absence **by** reasons of sickness, and the employee shall remain on the payroll at the **usual** rate of pay, or until sick leave credits are exhausted.
  - (c) Absence on account of illness for less than one **half (½) a day shall** not be deducted from cumulative credit.
  - (d) Absence on account of illness for one-half (½) a day or more, and less than a **full** day, shall be deducted as one-half (½) day from cumulative credit.
4.
  - (a) 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 Workers' Compensation Board **will** then be credited to the employee's sick leave credits.
  - (b) 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, she shall not receive credits for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or layoff.
  - (c) **Sick** leave credit accumulation ceases on termination of employment for any reason.
5. An employee who is absent from employment due to pregnancy or childbirth is not eligible for sick leave credit. However, providing such absence is in accordance with the terms of the Employment Standards Act, as modified by Article 17.08 of this Agreement, the employee shall resume work without loss of benefits accrued to the commencement of maternity leave.



6. Whenever an employee's days of illness exceed her cumulative sick leave credit, the excess days of illness shall not be carried forward but shall be regarded as days without pay.
7. Temporary employees shall not come within the provisions of the sick leave plan nor will they be granted sick leave with pay, except as provided for in Article 18.09.
8. Statutory and special holidays shall not form part of the illness period **or** be chargeable against the accumulated sick leave..
9. When an employee **has** been absent on account of illness **for a sufficient period to exhaust** her accumulated sick leave, **said** employee **shall** not receive a monthly credit towards sick leave for the remainder of the time she may be absent on account of such illness.
10. Sick leave credits may be taken for reasons of sickness **as** earned. However, the Employer is authorized to deduct from the **final** pay cheque any sick leave payments made to a probationary employee released **from** employment during the probationary period.
11. No salaried employee hired after the plan is implemented shall be placed permanently on staff until the employee concerned shall have filed with the Director of Community Health Nursing or Director of Home Care a medical certificate from a duly qualified practitioner, stating that the employee is in good health and is not suffering from any ailment **which** might be expected to cause absence from work
12. Any employee whose illness extends to the fifth working day shall, on **or** before the fifth working day, file a doctor's certificate with the Director of Community Health Nursing or Director of Home Care.
13. A medical certificate shall be filed with the Director of Community Health Nursing **or** Director of Home Care by the employee when twenty-eight (28) days have elapsed and every twenty-eight (28) days thereafter, since the commencement of the illness, or the date of the last medical certificate, for the duration of the illness.
14. In the event that employment is terminated by death, the employee's estate **or** beneficiary shall be entitled to an amount equal to her salary, wages **or** other remuneration **for** one-half (%) of the number of days standing to her credit **for** her accumulated unused **sick** leave, but in any event not in excess of the amount she would have earned in **six** (6) months, at the rate received by her immediately prior to the termination of employment.
15. **An** employee who leaves the employment **of** the Employer shall be entitled **to** receive her salary, wages, or other remuneration for one-half (½) of the number of days standing to her credit in accumulated unused sick leave, but in any event not in excess of the amount she would receive in **six** (6) months, **at** the rate received by her immediately prior to her termination of employment.

16. **An** employee upon termination of employment by retirement on pension shall be entitled to receive her salary or wages in **full** for **one-half** ( $\frac{1}{2}$ ) of the days standing to her credit, immediately following her retirement, but in any event not in excess of the amount she would have earned in **six** (6) months at the rate received by her immediately prior to her retirement.
17. **An** employee who, on the thirty-first day of December, 1970 was employed by the County of York or a local board thereof or a roads **commission**, or **by a** local municipality or a local board thereof **within the regional** area, shall have placed to her credit **as of the date of the inception of this plan the sick leave credits standing** to her credit in the plan of her former employer, and shall **henceforth** be governed by the provisions of **this** plan relating to **sick** leave credits.
18. When the Regional Corporation hires an employee who, prior to hire, is an employee of another municipality, the Regional Corporation shall honour such employee's accumulated sick leave with her former Employer, conditional on **such Employer** paying to the Regional Corporation an amount equal to such employee's **accumulated** sick leave, up to the maximum severance benefit payable under this plan. Upon the above payment being received, such employee's accumulated sick leave with her former Employer shall be deemed to have been earned to a maximum of six months with the Regional Corporation and available pursuant to the terms of this plan.
19. There shall be a Board of Review consisting of the Chairman of the Employer, one member of the Employer, and the Medical Officer of Health. This Board shall review the case of a nurse persistently claiming sick leave and also **all** other matters touching sick leave referred to it by any nurse.
20. All sick leave credits for each nurse in the former Sick Leave Plan will remain to the credit of each nurse in the bargaining unit and will be considered as having been accumulated under this Plan.

LETTER OF UNDERSTANDING  
BETWEEN  
THE REGIONAL MUNICIPALITY OF YORK  
AND  
THE ONTARIO NURSES ' ASSOCIATION

RE: Sick Leave Plan and Full-time Temporary Staff

The Employer agrees during the life of this Agreement to examine the feasibility of full-time temporary nurses being covered by its sick leave plan and to meet with the Association to discuss its findings.

Dated at Newmarket this 13<sup>th</sup> day of Sept, 1994.

**FOR THE EMPLOYER**

*[Signature]*  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE ASSOCIATION**

*Sueley Medica ONA*  
*Mcatherine Pepper*  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING  
BETWEEN  
THE REGIONAL MUNICIPALITY OF YORK  
AND  
THE ONTARIO NURSES' ASSOCIATION

RE: Temporary Full-time and Part-time Employees

The Employer agrees that during the next round of bargaining they will undertake to look at all aspects of employment for temporary full-time employees and part-time employees with a view to applying all provisions of the Collective Agreement to them.

Dated at Newmarket this 13<sup>th</sup> day of Sept, 1994.

FOR THE EMPLOYER

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF INTENT  
BETWEEN  
THE REGIONAL MUNICIPALITY OF YORK  
AND  
THE ONTARIO NURSES ' ASSOCIATION

RE: Benefit Continuation

Whereas the parties hereto wish to enter into an understanding regarding the continuation of extended health and dental benefits coverage for **bargaining** unit employees retiring at or after age 55, at cost to said retirees, therefore the following conditions shall apply:

1. The cost to the retiree shall be as follows:
  - Extended Health - \$75.00 per month (Family)
  - \$38.00 per month (Single)
  - Dental - \$57.00 per month (Family)
  - \$29.00 per month (Single)

The above rates are reviewed annually and are subject to adjustment.

2. At age 65, all coverage ceases.
3. Eligible employees must provide in advance monthly post-dated cheques for twelve months of coverage. Failure to do so will result in termination of coverage. Cheques returned "NSF" (not sufficient funds) may result in termination of coverage.

DATED at Newmarket, this <sup>Ontario</sup> 13<sup>th</sup> day of Sept, 1994.

FOR THE EMPLOYER

FOR THE ASSOCIATION

[Signature]  
Dorothy Kelly

[Signature] Shirley Medina OWA  
Katharine Pepper

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 \_\_\_\_\_

\_\_\_\_\_  
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LETTER OF UNDERSTANDING  
BETWEEN  
THE REGIONAL MUNICIPALITY OF YORK  
AND  
THE ONTARIO NURSES' ASSOCIATION

RE: Standby and Call-back

The parties hereby agree to constitute a joint committee consisting of equal numbers of management and Association members to meet within thirty (30) days of Council ratification of the **1991-1992** Collective Agreement between the parties. The committee shall attempt to reach agreement on all aspects of a stand-by and call-back clause for inclusion into the **1992** Collective Agreement.

In the event that agreement cannot be reached, or, in the event that any agreement is reached but not ratified by the bargaining unit membership, by February **19, 1993**, the Region may refer the dispute to interest arbitration pursuant to section 38 of the Labour Relations Act of Ontario. In such **an** event, the Region **shall** provide the Association with written notice of its intent to refer the matter to arbitration, and the Region and the Association **shall** attempt to agree on the name of a sole arbitrator to hear the dispute within fifteen (15) days of the date on which the Region provided notice to the Association. If agreement cannot be reached on the sole arbitrator within fifteen (15) days, the Region may refer the selection of the arbitrator to the Ministry of Labour,

The arbitrator shall have jurisdiction to add to or alter the Collective Agreement between the parties in any way deemed necessary to incorporate provisions respecting stand by or call-back, if any such provisions are awarded. The decision of the arbitrator shall be **final** and binding.

Dated at Newmarket, this <sup>Ontario</sup> (3<sup>rd</sup>) day of Sept, 1994.

**FOR THE REGION**

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE ASSOCIATION**

[Signature]  
[Signature]  
\_\_\_\_\_  
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