

THIS AGREEMENT made this 16th day of June, 1993

B E T W E E N:

THE CORPORATION OF THE CITY OF NORTH YORK

Hereinafter called the "Employer"

OF THE FIRST PART

- and -

ONTARIO NURSES' ASSOCIATION (FULL-TIME UNIT)

Hereinafter called the "Association"

OF THE SECOND PART

SOURCE	City	
EFF.	93	01/01
TERM.	94	12/31
No. OF EMPLOYEES	107	
NOMBRE D'EMPLOYES	50	

1. RECOGNITION

The Employer recognizes the Association as the sole collective bargaining agent in accordance with the Certification of November 19th, 1968, for all registered and graduate Nurses employed in the City of North York Health Department save and except (a) supervisors, (b) persons above the rank of supervisor and (c) Nurses regularly employed for not more than 24 hours per week.

2. DEFINITIONS

For the purpose of this Agreement: -

2.1 "Employer" shall mean The Corporation of the City of North York.

2.2 "Employee" shall mean a person hired and placed on the permanent staff and who is on the active payroll of the Employer as a registered and graduate Nurse in the City of North York Health Department who has completed the probationary period and placed on the seniority list and whose normal work week consists of thirty-five (35) hours per week to be worked in five consecutive days save and except those employees who are on the "Compressed Work Week Program" outlined in Article 10.3 of this Agreement.

2.3 "Temporary Employee" shall mean a person not on the permanent staff and such Employee shall not be employed continuously for more than a six month period except as outlined below. At the discretion of the Employer "Temporary Employees" may be used to cover off any Pregnancy/ Parental Leaves, Union Leaves, or Educational Leaves, which extend beyond six months. If a "Temporary Employee" is employed for more than six months, except as outlined above, the Employee is to be made permanent, or separated at the discretion of the Medical Officer of Health.

2.4 "Casual Employee" shall mean a person not on the permanent or temporary staff and employed on an hourly basis.

2.5 "Pension Plan" shall mean the Municipality of Metropolitan Toronto Pension Plan, to which the Employer subscribes, the Canada Pension Plan, and after the first day of July, 1968, insofar as those Employees as are required to subscribe thereto, the Ontario Municipal Employees Retirement System Plan.

2.6 "Service" shall mean, in calculating the length of service for any benefit herein, that the same is contingent upon an Employee being in actual receipt of salary or wages from the Employer and shall be pro-rated as to the period of time actually worked to the nearest full pay period, or for which the Employee was actually in receipt of salary or wages from the Employer. This shall apply to any and all benefit provisions contained herein except that leave of absence, without pay, pursuant to Article 19.5 shall not be considered a break in service.

2.7 All reference to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the duly chartered Local - Ontario Nurses' Association, Local 41. All such officers, representatives and/or committee members shall be Employees of the City of North York.

3. **MANAGEMENT RIGHTS**

3.1 The Association recognizes that the Employer has the exclusive right to manage the affairs and operations of the Employer. This, in part, includes, without restricting the generality of the foregoing, the choice of methods, systems and procedures, types of programmes, the right to hire, discharge, direct, classify, transfer, promote, demote, suspend, decide on the number and classification of Employees needed, the selection of equipment and how such equipment is to be used. Provided that a claim of discriminatory promotion, demotion or claim that any such Employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as provided herein.

3.2 The Employer agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of the Agreement.

4. **RELATIONSHIP**

4.1 The Employer and the Association agree that there shall be no discrimination, interference or coercion exercised or practised with respect to any Employee by reason of age, race, creed, colour, sex, national origin, political or religious affiliation, sexual orientation or as defined by the Ontario Human Rights Code. In addition, there will be no discrimination by reason of an Employee's activity in the Union.

4.2 The Association shall not solicit membership or hold meetings during the working hours of Nurses.

5. **SECTION DUES**

5.1 All Nurses covered by this Agreement shall pay a monthly fee to the Association equal to the Association's dues, such payment to be made by payroll deduction. The Association shall notify the Employer of the amount of such dues in writing from time to time. The Employer agrees to deduct such dues from the pay of every Nurse and to transmit the total amount of such deductions to the O.N.A. office on a monthly basis accompanied by a list.

5.2 The Association shall save the Employer harmless from any and all claims for amounts deducted from Employee's pay in accordance with the terms of this Article.

6. REPRESENTATION

6.1 The Employer will recognize one (1) Association representative for the purpose of discussing grievances and three (3) Association representatives for negotiating amendments to the Collective Agreement pursuant to the procedures set forth in this Agreement. The representatives referred to herein shall be Employees.

6.2 Committee Members shall not, during working hours, conduct any business on behalf of the Association, or in connection with this Agreement, without first obtaining the permission of the Medical Officer of Health or designate.

6.3 The Employer shall have the sole right to determine to what extent, if any, it will maintain wages or salaries for Association representatives attending meetings arising out of the Grievance Procedure or negotiations for the renewal of this Agreement.

6.4 The Professional Nurses Committee shall have three members of Local 41, two of which must be full-time staff who are members of Local 41's Executive Board. The total number of Management Representatives excluding the ex-officio members mentioned below, shall not exceed three members at any one meeting, except by mutual consent. The O.N.A. Employment Relations Officer shall be an ex-officio member of the Committee, and shall receive a copy of all agendas and minutes of meetings. The Management Representatives shall be as designated by the Medical Officer of Health. The Medical Officer of Health and the Deputy Medical Officer of Health shall be ex-officio members of the Committee, and they shall receive a copy of all agendas, and minutes of meetings. The Committee may meet monthly, however at least **six** meetings per year must take place. Nurses shall not suffer any loss of pay if such meetings are held during normal working hours. If discussions are scheduled to take place on items related to the Collective Agreement the Medical Officer of Health or the Deputy Medical Officer of Health; and an official of the Human Resources Department must be in attendance. The Human Resources Department shall receive a copy of all meeting agendas, and of the minutes of all meetings. Nothing in Article 6.4 shall be construed so as to infringe upon any rights of the Employer, or the Union as set forth in this Agreement.

6.5 OCCUPATIONAL HEALTH AND SAFETY

The Employer will appoint a Health and Safety Committee for the Employees covered by the terms of the Collective Agreement pursuant to the Occupational Health and Safety Act.

6.6 All accidents shall be reported immediately.

7. BULLETIN BOARDS

7.1 The Association shall be allowed to use the bulletin boards at locations authorized by the Medical Officer of Health for the posting of desired literature, provided such material has first been authorized by the Medical Officer of Health or designate.

7.2 Notwithstanding the above, notices of Association meetings dealing only with the time and location of such meetings may be placed on bulletin boards without prior approval.

8. **SALARIES**

8.1 The salaries as set out on Schedule 1, shall remain in effect for the duration of this Agreement and retroactive to January 1st, 1991 for those Employees on staff at the date of the signing of a Memorandum of Settlement retroactive to January 1, 1991 plus all employees who retired on pension and to the estate of deceased Employees who died on or subsequent to January 1st, 1991.

Wage increases for 1993 and 1994 are: 1993 - 0%
1994 - 0%

8.2 Increases to the next level in the salary range will be given on the anniversary date of the Employee's employment with the Employer provided, however, the Employer may defer any such increase for **six (6)** months. In this event, the Employer will advise the Association of the reason for postponing the increase if so requested by the Association. If the Association institutes a grievance thereon, it shall be treated as commencing at Step #2 of the Grievance Procedure.

8.3 A Public Health Nurse who, on the authority of the Medical Officer of Health, has been designated as Acting Nursing Supervisor, shall, in addition to her regular rate of pay, be paid an additional allowance of \$3.00 per day effective the first full pay period after June 5th, 1974, for each completed day so worked.

8.4 Effective thirty (30) days after the signing of a Memorandum of Settlement, all employees shall receive their salaries every two (2) weeks by direct deposit to banks, trust companies and credit unions as designated by the Employer. The Corporation will provide a facsimile showing a breakdown of salary and all deductions therefrom.

9. **TEMPORARY AND CASUAL EMPLOYEES**

9.1 When a Temporary Employee is appointed to the permanent service within the Department in which he/she was employed as a Temporary Employee and without a break in service, such Employee shall for the purpose of seniority for vacation and sick pay accrual, have the seniority date made effective from the date of commencement of employment, provided such seniority shall not exceed six months prior to the date of appointment to the permanent service.

9.2 It is understood that only Article 8.1; 8.2; 9.1; 10.1; 10.2; 10.3; 12.1; 12.2 and 13.8 shall apply to Temporary Employees.

9.3 It is understood that only Article 8.1 and 13.8 shall apply to Casual Employees.

10. **HOURS OF WORK**

10.1 The Employer does not guarantee any hours of work.

10.2 The normal hours of work will consist of thirty-five (35) hours per week and be of seven (7) consecutive hours per day with not more than one (1) hour unpaid lunch. Such hours shall not commence earlier than 8:00 a.m. and shall end not later than 10:00 p.m. Monday to Thursday and 8:00 a.m. to 6:00 p.m. on Fridays.

Nurses will schedule their hours of work between 8:00 a.m. and 10:00 p.m. subject to operational requirements and service needs as determined by the Medical Officer of Health. Nurses shall be given at least one (1) week notice of evening work to be scheduled after 6:00 p.m. In the event a Nurse is assigned to evening work, the Nurse may find a volunteer to substitute in an emergency, provided that the substitute is qualified to do the work. The Employer reserves the right to schedule mandatory overtime under the call-back provisions of this Agreement.

10.3 At the Employer's discretion a Nurse may participate in the following Compressed Work Week Schedule. The Employer reserves the right to determine the number of Nurses who participate in the Compressed Work Week Schedule. A request from a Nurse to participate shall not be unreasonably denied.

(a) The Nurse works an additional one hour per day at her regular pay for seven days out of fourteen days and gets every third Friday off with pay. Any other schedule shall be subject to approval by the Medical Officer of Health.

Once a Nurse opts to participate in the compressed work week program the Nurse shall remain on the schedule for a period of no less than six (6) months unless the Employer agrees; to a change in schedule. The Corporation shall develop an Administrative Policy for the assigning of hours, vacation, lieu time, sick time, etc., and a copy of the policy shall be attached to this Agreement for information purposes only.

10.4 A shift bonus of one dollar (\$1.00) per hour for all regularly scheduled evening hours worked after 6:00 p.m. shall be payable to a Nurse once every six (6) months. There shall be no shift bonus; paid if a Nurse is on overtime after 6:00 p.m.

11. OVERTIME

11.1 Overtime for the purpose of this Article shall mean:

(a) All time worked in excess of his or her scheduled working hours.

(b) On any day in any calendar week other than on his or her working days for such week.

11.2 Overtime, when authorized by the Medical Officer of Health shall be compensated in the following manner:

(a) time off on the basis of one half hour for each completed half hour worked to be arranged at a time mutually satisfactory to the Employee and the Medical Officer of Health;

or

(b) payment at the rate of time and one-half the basic rate for each completed half hour unit worked.

11.3 When an Employee is called in or back and is required to work outside her regular working hours, such Employee shall be paid for two (2) hours worked at the rate of time and one-half (1-1/2) or for the hours worked whichever is the greater or at compensating time off as set out in Article 11.2.

12. **PAID HOLIDAYS**

12.1 The following shall be recognized as holidays and paid for at the regular salary rates. It is understood that if any statutory holiday falls on a Saturday or Sunday during any year, the holiday shall be observed either on the preceding or following working day as determined by the Employer.

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

12.2 (i) Payment for these holiday;; will be made providing the nurse has completed her scheduled shift on each of the working days preceding and following the holiday concerned unless excused by the Employer or the nurse was absent due to:

- (a) legitimate illness or accident;
- (b) vacation granted by the Employer;
- (c) nurses regular day off;
- (d) an approved paid, or unpaid leave of absence provided the nurse is not otherwise compensated for the holiday,

(ii) Where a holiday fall;; during a nurses' scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Employer agree to schedule a different day off with pay.

12.3 In each calendar year a permanent Employee who has been employed for a period of three consecutive months shall be entitled to receive one additional day holiday with pay to be taken with the approval of the Medical Officer of Health.

12.4 Employees who are required to work on a statutory holiday shall be paid at the rate of time and one-half for all hours worked and in addition, shall be entitled to receive equivalent time off at a time mutually agreeable to the Employee and the Medical Officer of Health provided that such time off does not exceed more than the equivalent of a normal work day.

13. **VACATIONS**

13.1 The accrual period for accumulation of annual vacation entitlement for a calendar year is September the 1st of the previous year to August the 31st of the current year.

13.2 A permanent Employee who has less than one year of continuous service by the end of the accumulation period shall be entitled to a vacation in the calendar year in which the vacation accumulation period ends of two (2) days for each full calendar month of employment during the accumulation period from onset of employment including the probationary period up to but not exceeding twenty (20) working days. Such vacation may be taken prior to the completion of six (6) months continuous service with the approval of the Medical Officer of Health but in no event prior to the completion of three (3) months continuous service. Such approval shall not be unreasonably withheld.

13.3 Following the completion of the number of years of continuous service set forth in Column 1 hereunder, each Employee shall be entitled to vacation annually with pay as set out in Column 2 hereunder.

<u>Column 1</u>	<u>Column 2</u>
1 year	4 weeks
17 years	5 weeks
At. 23 years only	1 extra week in the 23rd year of employment only, on a one time only basis

13.4 Where a permanent Employee fails to complete by August 31st the years of service necessary to earn an extra week of vacation, she shall nevertheless be entitled to the extra week subsequent to August 31st of that year upon completion of the required number of years of service.

13.5 Vacation shall be scheduled, in accordance with the approval by the Medical Officer of Health, of requests of permanent Employees. Such approval shall not be unreasonably withheld.

13.6 Subject to Article 13.4 a request to use annual vacation entitlement under Article 13.3 during the period January 1st of any year to August 31st of that year shall not be refused merely on the basis that the accumulation period for that year's vacation has not yet been completed.

13.7 Permanent Employees terminating their services shall be granted vacations with pay in accordance with Article 13.3 on the basis of the schedule contained in that Article on a proportionate scale to time worked.

13.8 Casual Employees and temporary Employees; shall be paid vacation pay in accordance with the Employment Standards Act, 1970 and regulations made thereunder by the Province of Ontario.

13.9 Vacations must be taken within the calendar year to which they relate, Employees shall not omit vacations and be paid in lieu thereof. In the event that an employee is unable to use up all or part of their vacation prior to the end of the calendar year, because of illness, being off work due to a Workers' Compensation claim, the Employer will upon written request from the Employee, fold the unused portion into the Employee's sick bank. If the Employee fails to use up the vacation it shall be lost.

13.10 Notwithstanding any of the foregoing permanent Employees terminating their services prior to completing twelve (12) months of continuous service shall receive payment as set out in Article 13.8.

14. CUMULATIVE SICK PAY CREDIT

14.1 Each full time Employee shall receive a gross credit of one and one-half days for each "unbroken" month of service with the Employer, such credit to be cumulative.

14.2 Sick Pay Credits shall be cumulative as from the beginning of the first complete calendar month after the commencement of employment and such credits can be used if available, after one month of service, including the probationary period.

14.3 A month of unbroken service shall be one where the Employee is employed on all her scheduled working days in the month. The following absences from work during the month will not constitute a break in service for the purpose of Sick Pay Credits:

- (i) annual vacation;
 - (ii) statutory and special holidays;
 - (iii) leave of absence with pay;
 - (iv) leave of absence without pay for ten (10) days or less;
 - (v) illness where sick pay credits are available;
 - (vi) lost time due to injuries suffered while on duty and is adjudged a Workers' Compensation case and where Sick Pay Credits are available;
 - (vii) leave of absence without pay for the purpose as set out in Article 19.5 (Union Business Leave) for up to five (5) working days.
- 14.4 Where an Employee is absent on account of illness and her cumulative Sick Pay Credit has been exhausted, the Employee shall not receive Sick Pay Credit for the month in which she was so absent.
- 14.5 Statutory and special holidays and regular "days off" shall not form part of the illness period.
- 14.6 An Employee shall not be entitled to Sick Pay in advance of any credit she may earn in the current month, such credit becomes available only on and after the first day of the following month.
- 14.7 Whenever in any month an Employee's days of illness exceed her Cumulative Sick Pay Credit at the end of such month, the excess days of illness shall not be charged against credit becoming available in the future, but shall be regarded as days of illness without pay.
- 14.8 When an Employee is given leave of absence without pay for more than two (2) days for any reason, or is laid off on account of lack of work and returns to the service of the Employer, upon expiration of such leave of absence, etc., she shall not receive credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave.
- 14.9 The number of days or parts of days for which an Employee received "Sick Pay" shall be deducted from her Cumulative Sick Pay Credit.
- 14.10 Sick leave means the period of time an Employee is permitted to be absent from work by virtue of being sick, or disabled, or because of an accident for which compensation is not payable under Workers' Compensation.
- 14.11 (i) An Employee absent for more than five (5) consecutive working days shall furnish a doctor's certificate covering the nature and duration of such illness. An Employee absent from work due to illness on the day preceding or following a statutory holiday may be asked to furnish a doctor's certificate covering the nature and duration of the illness. The aforementioned medical certificate will not be deemed a proper certificate unless it contains the nature and duration of the illness.
- (ii) The Employer reserves the right in any case of absence on account of illness, to request such of its officials as it deems proper to attend at the residence of the Employee and confirm such illness or request the Employee concerned to furnish a medical certificate to confirm such illness.

(iii) If the medical certificate outlined in subsection (i) above, is not submitted within seven working days when required as set out in 14.11 (i) and 14.11 (ii) above, appropriate deduction will be made to recover from the Employee such monies paid for the period of illness concerned.

14.12 Any or all of the unused portion of Sick Pay Credit shall be accumulated to the benefit of the Nurse from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days.

14.13 An Employee in receipt of compensation insurance monies under Sick Leave regulations and is to receive wages or salary in addition to insurance monies up to the amount of regular pay so long as she has any unused Cumulative Sick Pay Credit.

14.14 Upon termination of employment with the Employer there shall be paid to:

- (1) An Employee who retires or is retired on pension;
- (2) An Employee who resigns;
- (3) One or more dependents who have been designated in writing by the Employee to the Employer, or failing the designation of any dependent by the Employee, the estate of the Employee, the whole or part of such an amount as is equal to one-half of the Cumulative Sick Pay Credit of the Employee but in no case shall such amount exceed the aggregate amount of her salary or other remuneration for the period set forth in Column 2 of the schedule contained herein corresponding to the service requirement set forth in Column 1 thereof.

14.15 The following is the schedule hereinbefore mentioned:

<u>Column 1</u>	<u>Column 2</u>
At least 10 years but: less than 15 years	3 calendar months
At least 15 years but: less than 20 years	4 calendar months
At least 20 years but less than 25 years;	5 calendar months
At least 25 years	6 calendar months

provided that any Employee employed as of December 31st, 1958, shall be entitled to have set aside such credit in days (hereinafter referred to as reserve days) as she would have received if she had terminated her employment on that date (December 31st, 1958), provided that such reserve days may be used for Sick Pay purposes if required and provided further that any amount an Employee is entitled to receive on separation shall be the aggregate amount of Sick Pay Credit which has been accumulated since January 1st, 1959, and credit for reserve days (if any), and provided further that in any event, no Employee shall be entitled to receive a grant in excess of six months' pay at the time of separation. It is understood between the Parties hereto that in the calculation of the aggregate amount to be paid to an Employee on separation as aforesaid, the number of days to the credit of the Employee as of December 31, 1958, other than reserve days, shall not be used.

14.16 Employees separated for failure to report for work or discharged for cause are not eligible for payment on account of Sick Pay Credits as set out above.

15. **TRANSPORTATION**

- 15.1 Whenever a permanent Employee is required and authorized by the Employer to use her automobile on the business of the Employer on a regular, on-going basis, the Employer shall pay such Employee a monthly car allowance of \$158.00 together with 10 cents per kilometre for each actual kilometre travelled on Employer's business, effective January 1st, 1990. Effective January 1st, 1991 the monthly car allowance shall be \$165.00 together with eleven (11) cents per kilometre. Effective January 1st, 1992 the monthly car allowance shall be \$173.00 together with eleven (11) cents per kilometre.
- 15.2 Whenever during any calendar year an Employee is authorized to use his or her automobile on a casual basis on business of the Employer the Employer shall pay to the Employee kilometerage at the rate of thirty-two (32) cents per kilometre travelled on said business of the Employer, effective January 1st, 1990. Effective January 1st, 1991 increase from thirty-two (32) cents per kilometre to thirty-six (36c) cents per kilometre. Effective January 1st, 1992 increase from thirty-six (36c) cents per kilometre to thirty-seven (37c) cents per kilometre.
- 15.3 All Employees claiming payment of car allowance as herein provided, shall submit such claims on forms provided by the Employer giving particulars of such kilometerage travelled.
- 15.4 All Employees who are eligible for the Car Allowance as set out in Article 15.1 above shall receive pro rated Car Allowance payments when the following situations occur:
- (a) absence due to illness in excess of one (1) calendar month;
 - (b) leave of absence without pay in excess of one (1) calendar month;
 - (c) absence without approval for each day thereof.

16. **ADJUSTMENT OF GRIEVANCES**

16.1 If an Employee has a complaint involving any matter within the terms of this Agreement the Employee shall first take the matter up with her Nurse Manager, and such Employee, at her option may be accompanied by a representative of the Association. It is recognized that an Employee has no grievance until she has given her Nurse Manager an opportunity to consider the complaint. In the event that the verbal discussion with the Nurse Manager is not satisfactory to the Employee concerned, she then has recourse to the formal grievance procedure as follows:

16.2 **Step 1**

The grievance shall be submitted to the Medical Officer of Health, in writing, and shall contain a statement giving reason for the grievance, article or articles of the Agreement alleged to have been violated, and the redress sought. The Medical Officer of Health shall render a decision in writing within ten (10) working days of receipt of the written grievance.

16.3 Step 2

If the grievance is not settled at Step 1 the Employee may within ten (10) working days of the date of receipt of the answer from the Medical Officer of Health, or if no answer is received, then within ten (10) working days after such answer ought to have been received, refer the grievance to the Commissioner of Human Resources who shall render a decision in writing within ten (10) working days of the receipt of the grievance. The Commissioner of Human Resources may refuse to consider any grievance, the alleged circumstances of which originated or occurred more than ten (10) working days prior to its presentation in writing to the Medical Officer of Health at Step 1 of the Grievance Procedure.

16.4 Step 3

If the grievance is not settled at Step 2 then the Association may refer the grievance to arbitration. If arbitration is invoked then this procedure must be initiated, and the Commissioner of Human Resources so advised, within five (5) working days of receipt of the reply at Step 2.

16.5 A grievance involving discharge of an Employee is to be taken up at the Step 2 stage of the grievance procedure. Such grievance must be presented in writing to the Commissioner of Human Resources within three (3) working days from the date of discharge.

16.6 It is understood that the Employee may be accompanied by another member of the Association, if she so desires, at any step of this Grievance Procedure.

17. ARBITRATION

17.1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated either of the Parties may after exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the Notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the Notice shall within ten (10) working days advise the other Party of the name of its appointee to the Arbitration Board.

17.2 The two appointees so selected shall within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the Notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either Party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the Parties and upon any Employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is not a majority the decision of the Chairman shall govern.

17.3 It is understood that no person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.

- 17.4 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairman.
18. **SENIORITY**
- 18.1 Seniority shall be the length of service of an Employee in the North York Health Department, dating from the Employee's last date of employment.
- 18.2 A seniority list showing the individual Employees' seniority will be supplied to the Association in January of each year.
- 18.3 (i) In all cases of promotion and demotion, the following factors shall be considered:
- (a) Ability, skill and qualifications;
 - (b) Seniority.
- Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.
- (ii) A lay-off of nurses shall be made on the basis of seniority provided that nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses, casual nurses, and contract (temporary) nurses shall be laid off first. Nurses shall be recalled in order of seniority.
- (iii) Employees; not in the bargaining unit shall not perform any work of the bargaining unit.
- 18.4 Seniority previously accumulated shall be lost and the Employee ceases to be an Employee of The Corporation when the Employee:
- (a) quits her employment;
 - (b) is retired or retires;
 - (c) is discharged and not reinstated;
 - (d) is absent from work for three (3) consecutive days without a satisfactory explanation;
 - (e) is off work for any reason for a period of one (1) year, save and except an employee off on an approved Workers' Compensation claim.
 - (f) overstays any leave of absence granted by the Employer without an explanation satisfactory to the Medical Officer of Health.
- 18.5 A newly employed Employee shall be considered as probationary until she/he has completed three (3) months continuous service and the release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement.
- 18.6 On completion of this probationary period an Employee's seniority will date back to the Employee's last date of hiring and she shall be placed on the seniority list.

18.7 If and when the Employer determines that a vacancy or new position will be filled, the following procedure will be followed:

- (i) The position will be posted in all area offices for a period of ten (10) working days. All internal applications and resumes shall be forwarded to the Human Resources Department. Applications shall be accepted from any full-time, part-time, casual or temporary employee covered by the various Nurses Collective Agreements. In the event that no satisfactory application is received from within the Bargaining Unit, such vacancy may be advertised elsewhere as determined by the Commissioner of Human Resources.
- (ii) The Department will maintain an ongoing list of Nurses who are interested in lateral transfers to another Focus Group or to another Area Office. Requests for lateral transfer shall be dealt with strictly on the basis of a request. Employees interested in a lateral transfer must make their request in writing. Prior to filling vacancies or new positions the Employer will review the transfer request list, to determine whether an employee will be re-assigned or whether the vacancy will be posted in the normal manner. The Employer's decision on whether a lateral transfer is granted, shall not be subject to a grievance from the Union.
- (iii) All posted vacancies or new positions shall be filled in accordance with Article 18.3 of the Full-time Collective Agreement.

19. LEAVE OF ABSENCE

19.1 Leave of absence with pay will be granted to an Employee on account of death in the family. Such compassionate leave of absence shall not constitute a break in service for purpose of cumulative sick pay credits.

Leave of absence, with regular pay will be granted to an Employee for three consecutive days excluding weekends, in the case of a death in her/his immediate family; and two days in the case of his/her other relatives.

Immediate family means mother, father-, sister, brother, spouse, children, stepfather, stepmother, stepbrother, stepsister, stapdaughter, stepson, grandmother, grandfather and grandchild.

Other relative means the Employee's aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

In the event an Employee is required to travel more than 350 kilometres (one way) to attend a funeral, one additional day of bereavement leave shall be granted. The Employee shall provide verification of such attendance satisfactory to the Medical Officer of Health within five (5) working days after returning to work.

There shall be no pyramiding of Bereavement Leave with annual vacation, statutory holidays, sick leaves, leaves associated with Workers' Compensation claims and Long Term Disability claims. This shall not preclude taking vacation time either immediately before or immediately after a period of bereavement leave, but bereavement leave may not be taken while on vacation.

- 19.2
- (i) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
 - (ii) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and 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 adopted child.
 - (iii) The extension of Pregnancy/Parental Leave beyond the said provisions outlined in the U.I.C. Act (specifically 15 weeks paid Pregnancy Leave and 10 weeks paid Parental Leave or combined 25 weeks paid) shall be governed by the terms of the Employment Standards Act.. Written notice by the Nurse to extend the leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.
 - (iv) A nurse shall be granted eighteen (18) weeks of unpaid parental leave for each parent: who has worked for the same Employer for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave.
 - (v) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
 - (vi) A nurse shall continue to accumulate seniority rights and the following benefits: pension plan, life insurance plan, accidental death plan, extended health plan, dependant insurance and dental plan. All employees shall be afforded L.T.D. Benefit Coverage for the first seventeen (17) weeks of Pregnancy Leave. All employees who request parental leave may elect to continue L.T.D. coverage provided that they pay the full cost of the monthly premium during their approved leave.
 - (vii) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
 - (viii) There shall be no deduction of vacation entitlement of an employee during approved pregnancy or parental leave, provided that the total time off does not exceed 35 weeks.
- 19.3
- Employees who are required to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose. Such leave of absence shall not constitute a break in service for the purpose of any and all benefits contained in this Agreement. If the Employee agrees in writing to deposit with the Employer the total amount received for such services as juror or witness, excluding kilometrage or travelling expense, the Commissioner of Human Resources shall authorize payment of salary on the usual pay day for the period that; the Employee is absent for this purpose. The Employee on returning to duty following service as a juror or witness, shall present a certificate showing the period of service and the amount of compensation received to the said Commissioner and shall pay such monies to the Employer. If any Employee does not agree as aforesaid or

refuses to pay to the Employer the monies received for the period of service she shall forfeit that part of her salary or wage for the period she was absent from duty and such absence for the purpose of sick credits be considered as broken service.

- 19.4 Upon written application from an Employee, leave of absence with or without pay may be granted at the discretion of the Medical Officer of Health and Commissioner of Human Resources to allow Employees time to write examinations to improve qualifications in the service of the Employer.
- 19.5 Upon written application from the Association two (2) weeks in advance to the Medical Officer of Health and Commissioner of Human Resources, leave of absence without pay to attend to Association business will be granted to a maximum of fifty (50) days per year. Such leave will be limited to four (4) employees per occasion, and shall be for a maximum of five (5) days per person on any one occasion. No person shall proceed on such leave of absence until the application has been properly processed. Such leave shall not constitute a break in service for the purpose of cumulative sick pay credits. The Employer also agrees to keep the pay whole for all Nurses on Association Leave, and will bill the Association for salary and benefit costs.
- 19.6 Provided that an Employee who is required to attend a sitting of the Citizenship Court during her normal working hours for the purpose of obtaining her Canadian Citizenship shall, on one occasion only, be granted one (1) day leave of absence with pay.
- 19.7 If an Employee is elected or appointed to a full-time position with the Association or any recognized body or association with which the Association is affiliated, the Employer, upon receipt of an application from the Employee, which is to be processed initially through the Commissioner of Human Resources, and must be supported by evidence or documents from the Association or its affiliate as to the position to be occupied by such Employee, will consider the request for leave of absence as follows:
- (i) Leave of Absence without pay shall be granted to one Employee for one (1) two (2) year term, when that Employee is appointed or elected to a position outside of Local 41. Upon completion of the two year term the Employee shall be returned to her former position and work location. There shall be no extensions beyond the two year term. The Employee shall retain her seniority during the absence however she shall not accrue seniority. The Employee shall be responsible to contact the Pay Office, to arrange the payment of her benefits.
- 19.8 Educational Leave of Absence without pay for the purposes of attending courses related to nursing in public health may be granted to an Employee under the following conditions.
- (a) The Employee has been with the City for a minimum of three (3) years as a full-time Employee.
 - (b) Educational Leave of Absence shall not exceed one (1) year save and except it shall not exceed two (2) years for those seeking to complete a Masters Degree in Nursing. All such leave is subject to the approval of the Medical Officer of Health.

- (c) All requests must be forwarded through the Department Head to the Commissioner of Human Resources; at least two (2) months in advance of the requested leave period. The Employee shall be responsible for making arrangements with the Pay Office for the payment of their employee benefits prior to proceeding on leave. Employees shall not accrue seniority, vacation, or sick pay credits during their absence. Employees shall be entitled to such leave on one occasion only.
- (d) The total number of employees off on such leave shall not exceed five (5) at any one given time.

20. **PENSION PLAN**

- 20.1 As a condition of employment, all full time Employees commencing after January 1st, 1957, must be eligible for and participate in the Pension Plan, and submit to the Commissioner of Human Resources within a period of five (5) months from the commencement date, a proof of age document satisfactory to the Employer.

21. **RETIREMENT**

- 21.1 Compulsory retirement age and extension of service shall be as determined by Council from time to time.

22. **HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND LONG TERM DISABILITY.**

All eligible Employees must subscribe to the Ontario Hospital Insurance Plan and all Employees may, if they so desire, subscribe to the Supplementary and Extended Health presently being provided by Confederation Life or equivalent plans as approved by Council. The Employer agrees to pay 100% of the premiums for the above plans for each Employee who subscribes to such plans. Effective October 1, 1987, the eyeglass benefit will increase to \$100.00 for each member of the family once per two year period. Effective January 1, 1990 the Employer agrees to increase the eyeglass benefit to \$150.00 per two year period for each member of the family.

- 22.2 The Employer agrees to pay 100% of the premium for a Long Term Disability Plan selected by the Employer for the Employees covered by this Agreement. The benefit level of the Plan to be 75% of basic salary to a maximum of \$3,500.00 per month for disability claims arising on or after January 1, 1988.

23. **GROUP LIFE INSURANCE**

- 23.1 Full time Employees may participate in the Group Life Insurance Plan to which the Employer subscribes on behalf of its other organized employee groups.
- 23.2 The Employer agrees to contribute fifty per cent (50%) of the total premium part for each Employee who subscribes to said plan or any amendment thereof.

24. DENTAL PLAN

24.1 The Employer will provide for 100% of the premiums of the Confederation Life Standard Basic Plan or an equivalent plan for which the Employer will determine the carrier. Effective January 1st, 1986, a 50% co-insurance Orthodontia Rider to cover eligible expenses for a lifetime maximum of \$2,000.00 per family member shall be provided. In addition, effective January 1st, 1988, the Employer will provide the Confederation Life Major Services Plan on an 80% co-insurance basis. Effective March 31, 1993 the 1993 O.D.A. Rate; shall apply. Effective April 1st, 1994 the 1994 O.D.A. Rates shall apply. The Employees' portion of the U.I.C. Premium Reduction shall be applied on a continuing basis to partially offset the cost of improvements to the Dental Plan and of updates of the applicable O.D.A. Schedule of Fees.

25. STRIKE, ETC. AND LOCKOUT

25.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Association agrees that during the life of this Agreement, there will be no strike, picketing, slow down or stoppage of work, either complete or partial, and the Employer agree; that there will be no lockout.

26. GENERAL

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

26.2 It is the duty of each Employee to notify Payroll Services promptly of any change in address. Any notice required to be given by the Employer under this Agreement shall be deemed to have been given if forwarded to the Employee at the last address according to the records of Payroll Services.

27. EARNED DEFERRED LEAVE

27.1 The Parties agree in principle to the concept of an Earned Deferred Leave Plan. The Corporation agrees that within 120 days from the signing of the Collective Agreement it will commence consultations with the Union with regard to the specifics of such a plan.

In agreeing to discuss such a plan the parties agree that the plan will embrace the following principles:

- (i) only permanent full-time employees with a minimum of two (2) years service will be eligible to apply for enrolment in the plan;
- (ii) the plan shall result in no additional costs to the Corporation and shall be employee-funded leave;
- (iii) the plan shall be subject to and conditional upon compliance with all applicable government regulations including the approval of Revenue Canada;
- (iv) enrolment in the plan will be conditional upon the approval of the Medical Officer of Health who will consider the application in the light of the department's operational requirements;

- (v) self-funded leave shall be limited to one time in a ten year period for any employee and the maximum self-funded leave period shall be twelve consecutive months;
- (vi) the Corporation has the right to determine the maximum number of employees both within the Corporation as a whole and within a specific department who shall be permitted on self-funded leave at the same time;
- (vii) the Employer shall have the right to utilize casual, part-time or temporary employees in accordance with all the provisions of the current Collective Agreements, to cover for an employee on self-funded leave or for any resulting vacancy for the full term of the leave;
- (viii) all rights and benefits provided for employees utilizing the self-funded leave, shall be determined by the parties during discussions establishing the plan;
- (ix) any discussions prior to a final resolution on this item shall be without prejudice.

28. TERMINATION AND AMENDMENT

28.1 ~~This Agreement shall be effective from January 1st, 1993, and shall continue in full force and effect until December 31st, 1994 and it shall automatically renew itself on January 1st of each year unless terminated or amended by a written notice by either Party given at least thirty (30) days before the termination date.~~

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals by the hands of the respective Officers in that behalf.

Authorized and approved by
By-Law Number 32060
Enacted and Passed this
28th of June, 1993

THE CORPORATION OF THE
CITY OF NORTH YORK

ONTARIO NURSES' ASSOCIATION
(FULL-TIMIS UNIT)

[Signature]

TREASURER

[Signature]

CLERK

[Signature]

Pres.

[Signature]

VP

[Signature]

[Signature]

ERO

CITY OF NORTH YORK	
APPROVED	
DEPARTMENT HEAD AS TO TERMS AND AUTHORITY	
By	<i>[Signature]</i>
Dept	171K
LEGAL DEPARTMENT AS TO FORM	
By	<i>[Signature]</i>
Date	
CLERK'S DEPARTMENT	
By-Law	32060
Date	June 28, 93

SCHEDULE I

To an Agreement between the Corporation of the City of North York
and the Ontario Nurses, Association, Local 41 (Full-Time Unit).

SALARIES

PUBLIC HEALTH NURSE

	<u>JANUARY 1ST, 1991</u>		<u>JANUARY 1ST, 1992</u>	
	<u>Weekly</u>	<u>Annually</u>	<u>Weekly</u>	<u>Annually</u>
Step 1	\$717.20	\$37,294.40	\$750.19	\$39,009.88
Step 2	\$751.33	\$39,069.16	\$785.89	\$40,866.28
Step 3	\$783.38	\$40,735.76	\$819.42	\$42,609.84
Step 4	\$815.04	\$42,382.08	\$852.53	\$44,331.56
Step 5	\$853.23	\$44,367.96	\$892.48	\$46,408.96

REGISTERED NURSES

	<u>JANUARY 1ST, 1991</u>		<u>JANUARY 1ST, 1992</u>	
	<u>Weekly</u>	<u>Annually</u>	<u>Weekly</u>	<u>Annually</u>
Step 1	\$628.75	\$32,695.00	\$657.67	\$34,198.84
Step 2	\$654.38	\$34,027.76	\$684.48	\$35,592.96
Step 3	\$681.35	\$35,430.20	\$712.69	\$37,059.88
Step 4	\$707.96	\$36,813.92	\$740.53	\$38,507.56
Step 5	\$741.00	\$38,532.00	\$775.09	\$40,304.68

REGISTERED NURSE - TEN MONTHS

	<u>JANUARY 1ST, 1991</u>		<u>JANUARY 1ST, 1992</u>	
	<u>Weekly</u>		<u>Weekly</u>	
Step 1	\$628.75		\$657.67	
Step 2	\$654.38		\$684.48	
Step 3	\$681.35		\$712.69	
step 4	\$707.96		\$740.53	
step 5	\$741.00		\$775.09	

June 16, 1993



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CITY OF
North York
HUMAN RESOURCES DEPARTMENT

June 16, 1993

Ms. Sheila Brown
President
ONTARIO NURSES' ASSOCIATION
Local 41

Dear Ms. Brown:

RE: LETTER OF INTENT - USE OF SICK TIME - FAMILY RESPONSIBILITIES

An Employee may request to use her sick time in the event that: an illness of the Employee's spouse, child or parents occurs which prevents the Employee from reporting to work or requires that the Employee leave early or arrive for work late, provided:

- (a) The employee has completed the probationary period as specified in the Agreement; and
- (b) the Employee has sick time available; and
- (c) except in emergency situations, the Employee notifies his or her department at least twenty-four (24) hours in advance of the required time off.

The Employee must specify that her request is for Family Responsibilities and may be required to produce evidence that is satisfactory to the Corporation justifying her request. Leave for Family Responsibilities shall be limited to a maximum of three (3) working days per calendar year, non-cumulative.

Yours truly,

R.B. Yarwood
COMMISSIONER OF HUMAN RESOURCES



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CITY OF
North York
HUMAN RESOURCES DEPARTMENT

June 16, 1993

Ms. Sheila Brown
President
ONTARIO NURSES' ASSOCIATION
Local 41

Dear Ms. Brown:

~~RE: LETTER OF INTENT - TEN MONTH REGISTERED NURSES~~

A Registered Nurse, employed for ten months of the year, or the school term, will be employed on the basis of a 35 hour work week from September to June each year.

These Nurses are considered to be permanent employees.

Seniority during the months of July and August will be maintained but shall not accumulate.

Increases to the next level in the salary range will be given following each twelve completed months of employment, provided however, the Employer may defer any such increases for six months pursuant to Article 8.2.

Sick Pay Credits shall not accumulate during the months of July and August. The months of September and June shall be considered unbroken months of service if the employee works all the school days in such months other than when on authorized leave of absence with pay.

Statutory holidays shall not include Canada Day or the August Civic Holiday or any other holiday falling outside the school year.

Vacation Entitlement shall be 10/12ths of this entitlement provided for in Article 13 of the Collective Agreement.

Car Allowance payment will be on the basis of a ten month year, from September to June.

All other employee benefits shall be on the same basis as for those employees working a twelve month year.

Yours truly,

R.B. Yarwood
COMMISSIONER OF HUMAN RESOURCES



CITY OF
North York
HUMAN RESOURCES DEPARTMENT

June 16, 1993

Ms. Sheila Brown
President
ONTARIO NURSES' ASSOCIATION
Local 41

Dear Ms. Brown:

RE: MEMORANDUM OF UNDERSTANDING

1. JOB SHARING

Due to the current shortage of Public Health Nurses and also to recognize that some employees desire a more flexible working arrangement than is currently provided for in the Collective Agreement between the City of North York and the Ontario Nurses' Association, Local 41, the parties agree to take part in an experiment on job (work) sharing.

The project will run for twenty-four (24) months commencing on January 1st, 1993.

Effective September 1, 1993 up to ten (10) Public Health Nursing positions and two (2) Registered Nurses may be involved in this project.

Should the nurses who take part in this experiment, after three months trial period, wish to return to their former status they may do so upon written notification to the Employer.

The employer or the Association must give 60 days written notification to terminate this experiment and the nurses shall be returned to their former positions.

It is understood that the Employer will not incur any increased costs except as outlined below.

- (a) -- two salary cheques instead of one
- two personnel files instead of one
- two performance reviews instead of one
- counselling and dealing with two employees instead of one

- (b) The cost benefit package for the two nurses involved in this project will not exceed the cost of benefits for one fulltime nurse. The job sharer!; may choose to share the benefits, or one nurse may take full benefits. Job Sharers can elect to share the following benefits only: O.H.I.P., Dental, Extended Health, and Vision Care. Job Sharers must maintain as a condition of employment membership in the Employer's L.T.D. Plan, and O.M.E.R.S. Pension Plan under the Employers current cost provisions. Job Sharers may continue membership in the Employer's Life Insurance Plan under the Employers current cost provisions.

The terms and conditions of the benefit coverage will be subject to any governing master benefit carrier policy or statutory requirement.

THE NURSES INVOLVED IN THIS PROJECT WILL BE ENTITLED TO ALL PROVISIONS OF THE COLLECTIVE AGREEMENT AS PROVIDED FOR A REGULAR FULL TIME NURSE EXCEPT AS DETAILED BELOW...

Representation & Association Dues

Each nurse will pay monthly Association dues.

Seniority

Each nurse involved will accumulate seniority prorated on the basis of one-half (1/2) year for each calendar year worked.

Each nurse shall be given a written assessment of her performance, ability, etc. at the end of three months of continuous involvement in the project.

Salaries and Professional Classifications

Each nurse will be paid at one-half the annual salary rate at which level she is presently being paid.

Statutory Holidays

Each nurse will receive one-half the holiday entitlement of a regular full time nurse.

Vacations

Each nurse will receive one-half of their normal vacation entitlement.

Sick leave

Each nurse will be entitled to one-half the sick leave benefits of a regular full time nurse.

Vehicle Allowance

The flat rate mileage shall be shared on a 50/50 basis. All other payments for mileage shall be based on kilometres driven.

Termination of Employment

Each nurse will be treated individually for matters such as discipline. If one nurse is discharged or leaves the employ of the employer for any reasons the nurse remaining may work full time for thirty (30) days or until a new partner is recruited. After thirty (30) days the nurse must decide either to return to her former position or continue as a permanent full time nurse.

Eligibility

To participate in "Job Sharing" a Nurse must have been a full-time employee for at least one year prior to commencing in the program.

2. BENEFIT BOOKLETS

The Corporation shall provide to the Association "Benefit Booklets" for distribution to its members. In addition a "Summary of Benefits" outline, shall be provided to the Executive of the Association.

3. LIST OF THOSE ON WORKERS' COMPENSATION

The Corporation agrees to forward a copy of all Form 7's involving Nurses to the Co-Chairs of the Nurses' Health and Safety Committee. This will commence thirty (30) days after the signing of a Memorandum of Settlement.

4. HEALTH AND SAFETY COMMITTEE

The following items will be referred to the Nurses' Health and Safety Committee for their review and subsequent recommendations. The Health and Safety Committee's recommendations; must be brought forward no later than October 31st, 1991 and the recommendations which are subsequently approved by the Employer shall be put in place by January 1st, 1992.

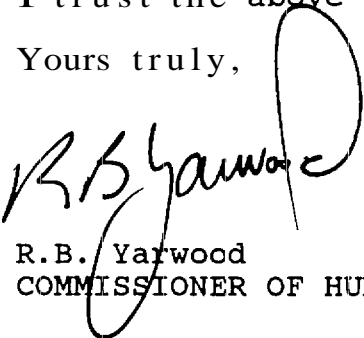
- (a) Review and make recommendations on training for existing and new Nurses by the Community Relations Division of the Police Department.
- (b) Review and make recommendations on the purchase or rental of, Pagers, Alarms, or Cellular Phones, for use by Nurses who are required to work after 4:30 p.m. in high risk areas.
- (c) Review and make recommendations on the present signs used by Nurses in their vehicles. Examine purchasing larger signs with fluorescent letters, so the signs can be seen at night.
- (d) Review all after hours safety procedures which presently exist. Finalize the process for allocation of keys to offices, for Nurses working after 4:30 p.m.
- (e) Review and report on the feasibility of establishing temporary offices in high needs areas, where Nurses can conduct interviews etc; without necessarily always having to go to the client's home.

5. WAIVER FORM FOR NEW HIRES

Effective thirty (30) days after the signing of a Memorandum of Settlement the Corporation shall commence providing two monthly lists of new hires, one to Local 41 and one to O.N.A.'s Head Office. The Corporation shall develop a "Waiver Form for New Hires", requesting the new employees permission to provide O.N.A.'s Head Office with the Employee's Social Insurance Number. The Social Insurance Number will be forwarded to O.N.A.'s Head Office on a monthly basis, as new employees are hired.

I trust the above information is satisfactory.

Yours truly,



R.B. Yarwood
COMMISSIONER OF HUMAN RESOURCES



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CITY OF
North York
HUMAN RESOURCES DEPARTMENT

June 16, 1993

Ms. Sheila Brown
President
ONTARIO NURSES' ASSOCIATION
Local 41

Dear Ms. Brown::

RE: LETTER OF INTENT - TEN MONTH PUBLIC HEALTH NURSES

Due to the current shortage of Public Health Nurses and also to recognize that employees desire a more flexible working arrangement than that is currently provided for in the Collective Agreement between the City of North York and the Ontario Nurses Association Local 41, the parties agree to take part in an experiment on ten (1.0) month Public Health Nurses.

The project will run for twenty-four (24) months commencing on January 1st, 1993 and will end on December 31st, 1994. Up to three (3) Public Health Nurses, (only one (1) per office) will be permitted to participate in this project. The Employer will evaluate the program two months before it is scheduled to end in 1994 prior to rendering its decision on continuing the program for an additional twelve (12) months. The matter will then be reviewed with the Association in November of 1994.

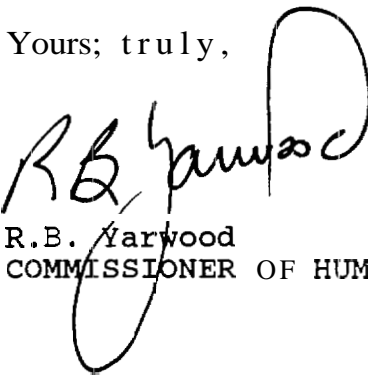
A Public Health Nurse shall be permitted to become a ten (10) month Public Health Nurse on one (1) occasion only. Where there is more than one request from an area office (to become a 10 month Public Health Nurse) seniority shall be the governing factor'.

The Following Procedure will apply:

1. In order to qualify a Nurse must have a minimum of five (5) years seniority as a full-time Public Health Nurse with the City of North York.
2. A ten month Public Health Nurse shall be considered a full-time employee. All other benefits except those mentioned here shall be on the same basis; as for those employees working a twelve month year.
3. Public Health Nurses who qualify to apply for consideration, must make her request in writing to the Medical Officer of Health by October 31st, 1993 for the period between January 1st, 1994 and December 31st, 1994.
4. The Nurse will be required to work ten months out of the next twelve months. The two months off must be consecutive, be without pay, and must be approved by the Medical Officer of Health.
5. Sick Pay Credits and Vacation shall not accumulate during the two consecutive months off. The Employee shall not be paid for any Statutory Holidays; which occur during their two consecutive months off. Seniority during the two consecutive months off will be maintained, but shall not accrue.

6. Vacation Entitlement shall be based on a ten (10) month accrual period only. Vacation time may not be combined with the two consecutive months off unless the Medical Officer of Health approves such vacation leave.
7. Car allowance payment will be for a ten month year only.
- a. The Employee's pension contributions may be interrupted during the two consecutive months off. The Employer agrees to maintain its contributions provided that the Employee maintains her's, and provided that Metro and OMERS approve this procedure.
9. All increases to the next level in the salary range which occur during the two consecutive months off, may be granted as scheduled.
10. The Employee shall be responsible to contact the Pay Office to arrange the payment for her remaining benefits.

Yours; truly,



R.B. Yarwood
COMMISSIONER OF HUMAN RESOURCES



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- 27 -

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CITY OF
North York
HUMAN RESOURCES DEPARTMENT

June 16, 1993

Ms. Sheila Brown
President
ONTARIO NURSES' ASSOCIATION
Local 41

Dear Ms. Brown:

RE: LETTER OF UNDERSTANDING - COMPRESSED WORK WEEK

The revised procedures for the Compressed Work Week shall be forwarded to the O.N.A. Professional Committee by Department staff in early September of 1993. The new program referred to in Article 10.3 (a) shall commence the week of October 4th, 1993.

In the event that the Social Contract Provisions lead to further cuts in program services, the parties agree to renegotiate the terms of the Compressed Work Week Program at the earliest opportunity

Yours truly,

R.B. Yarwood
COMMISSIONER OF HUMAN RESOURCES

POLICY REGARDING HOURS OF WORK

The following policy related to the "Hours of Work" is brought forward as an attachment to the Collective Agreement, **for information purposes only.**

1. When a Nurse's assignment includes evening work the Nurse Manager and the Nurse shall meet to finalize the work schedule. Nurses shall be given at least one week notice of evening work to be scheduled after 6:00 p.m. Work shall be allocated pursuant to Article 10.2 of the Collective Agreement. In the interval between notice to alter ones work schedule, and the commencement of the new evening assignment the Nurse and the Nurse Manager will determine whether previously scheduled commitments can be met by the Nurse, or re-assigned elsewhere.
2. Overtime shall be paid for all hours worked as noted below. This overtime provision is listed in the Collective Agreement under Article 11.1.
 - (a) For all time worked in excess of seven (7) hours per day save and except for those participating in the Compressed Work Week Program, and
 - (b) For all time worked in excess of thirty-five (35) hours per week, and
 - (c) For all time worked outside the hours of 8:00 a.m. and 10:00 p.m. Monday thru Thursday and outside the hours of 8:00 a.m. to 6:00 p.m. on Fridays.
3. No Nurse shall be permitted to carry over in excess of twenty-one (21) hours of compensating time off from one calendar month to another. All excess time must be used prior to the end of the month.. Extenuating circumstances shall be subject to review by the Medical Officer of Health.

This policy shall become effective on January 1st, 1993. Additional information regarding the new "Hours of Work" provisions in the Collective Agreement shall be brought forward as required.

Renewed and revised June 16, 1993.

**ONTARIO NURSES' ASSOCIATION
LOCAL 41 (FULL-TIME UNIT)**

EFFECTIVE OCTOBER 11, 1993
(PAY EQUITY ADJUSTED RATES)

SALARY GRADE	POSITION DESCRIPTION	TITLE CODE	STEP	WEEKLY SALARY	ANNUAL SALARY
NF001	PUBLIC HEALTH NURSE	PNF001	1	846.09	43,996.68
			2	881.79	45,853.08
			3	915.32	47,596.64
			4	948.43	49,318.36
			5	988.38	51,395.76
NF002	REGISTERED NURSE	PNF002	1	753.57	39,185.64
			2	780.38	40,579.76
			3	808.59	42,046.68
			4	836.43	43,494.36
			5	870.99	45,291.48
NF002	REGISTERED NURSE (10 MONTHS)	PNF003	1	753.57	
			2	780.38	
			3	808.59	
			4	836.43	
			5	870.99	

**ONTARIO NURSES' ASSOCIATION
LOCAL 41 (PART-TIME UNIT)**

EFFECTIVE OCTOBER 11, 1993
(PAY EQUITY ADJUSTED RATES)

SALARY GRADE	POSITION DESCRIPTION	TITLE CODE	STEP	HOURLY SALARY
NP002	<u>FAMILY PLANNING NURSES - P.H.N.</u>		1	23.39
	COUNSELLOR, P.H.N.	PNP005		
	CO-ORDINATOR	PNP003		
	PRENATAL EDUCATOR	PNP004		
	<u>REGISTERED NURSES</u>			
NP001	R.N. - AUDIOMETRIC/IMMUNIZATION	PNP001	1	21.39
NP003	FAMILY PLANNING NURSE - COUNSELLOR	PNP002	1	20.76

