

SOURCE	Municipality		
EFF.	96	04	01
TERM.	99	03	31
No. OF EMPLOYEES	170		
NOMBRE D'EMPLOYÉS	JPC		

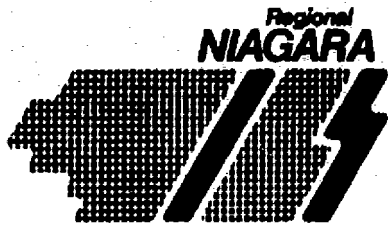
# Collective Agreement

between



the Ontario Nurses' Association  
Local 39

and



the Regional Municipality of Niagara

*April 1, 1996 to March 31, 1999*

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**COLLECTIVE AGREEMENT**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**AND**

**THE ONTARIO NURSES' ASSOCIATION**

**(LOCAL 39)**

**APRIL 1, 1996 TO MARCH 31, 1999**

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THIS AGREEMENT MADE THIS *20TH* DAY OF MARCH *1997*, BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter called the "EMPLOYER")

and

ONTARIO NURSES' ASSOCIATION

(hereinafter called the "ASSOCIATION")

**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 by mutual agreement. It is recognized that nurses wish to work cooperatively with the Employer to provide the best possible community health services.

The Employer recognizes the Association as the exclusive bargaining agent for all registered nurses and graduate nurses employed by the Employer, save and except Program Managers and persons above the rank of Program Manager.

**ARTICLE 2 - REPRESENTATION AND ASSOCIATION SECURITY**

2.01 The Employer agrees to recognize the following representatives of the Association:

- (a) A Negotiating Committee which shall be composed of not more than three (3) Association members;
- (b) A Grievance Committee which shall be composed of not more than three (3) Association members;
- (c) Ten (10) Nurse Representatives in the Employers' employ to assist nurses in the presentation of any complaints or grievances that may arise, if the Nurse Representative's assistance is required by the aggrieved nurse.

ARTICLE 2 - REPRESENTATION AND ASSOCIATION SECURITY (continued)

2.01 The representatives shall be as follows:

Niagara Falls	1 Representative
Fort Erie	1 Representative
Welland	2 Representatives
St. Catharines	3 Representatives
Home Care	2 Representatives
Family Planning	1 Representative

- (d) A Nurse Management Committee composed of three (3) representatives of each of the parties. The function of this committee will be to promote and provide effective and meaningful communication of information and ideas on matters of mutual concern. The Committee shall meet at mutually satisfactory times, but not less than once every three (3) months. Agendas will be exchanged five (5) working days in advance of the meeting. It is agreed that grievances will not be discussed at these meetings. The duties of the Chairperson and Recording Secretary shall be rotated through the members of the Committee.

2.02 The Association shall have the right at any time to have the assistance of a representative or consultant of the Ontario Nurses' Association.

2.03 The Association will provide the Employer with the names of its officers, committee members and nurse representatives and shall keep such list up to date at all times.

2.04 The Association acknowledges that the nurse representatives and the committee members from among the nurses will be required to efficiently perform their regular duties on behalf of the Employer and that such nurses will not leave their regular duties without first obtaining permission from their Program Manager or her designate to leave such regular duties and will report back to their Program Manager or her designate upon resuming their regular duties.

2.05 Nurse representatives and committee members as provided for in Article 2.01 will be paid their respective salaries for all time spent during regular working hours attending meetings with the Employer. For the Grievance Committee, pay will be kept whole up to, but not including Arbitration and for negotiations, up to Conciliation and any other Negotiating meetings agreed to between the parties.



ARTICLE 2 - REPRESENTATION AND ASSOCIATION SECURITY (continued)

2.06 The Employer and the Association agree that there shall be no discrimination on account of race, creed, colour, gender, marital status, or residence practised against any nurse.

2.07 (a) The Employer will deduct from the pay of each nurse covered by this Agreement such monthly dues as may be adopted and designated by the Association. The Employer will send to the Association once each month, its cheque for the dues deducted under this clause, together with notification of additions or deletions to the list of nursing staff from whom payroll deductions are being made, including Social Insurance Numbers for each nurse.

(b) The Association shall notify the Board of any change in the amount of such dues.

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

2.08 All references to officers, representatives and committee members in this Agreement shall be deemed to mean employees of the Employer and who are officers, representatives and committee members of Local 39, Ontario Nurses' Association.

2.09 The Employer agrees to acquaint new nurses with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles.

2.10 The Employer shall notify the President or her designate of a new nurse(s)' commencement date of employment. The President or her designate shall be given a reasonable period of time to meet the new nurse(s) and provide her with a copy of the Collective Agreement. The Employer will notify the President who will arrange for a mutually agreeable date and time for them to meet.

2.11 The Employer and the Association shall establish an Occupational Health and Safety Committee in accordance with the provisions of the Ontario Health and Safety Act. The Committee shall hold meetings as required and all unsafe, hazardous or dangerous conditions affecting staff shall be taken up and dealt with at such meetings. Meetings shall take place at times mutually agreeable to all parties except in the case of an emergency.

All time spent by nurses fulfilling their responsibilities on this committee shall be considered time worked and paid for in accordance with this Agreement.

### **ARTICLE 3 - MANAGEMENT'S RIGHTS**

- 3.01** The Association acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline and efficiency; and to establish and enforce reasonable rules and regulations governing the conduct of nurses, which rules and regulations are primarily designed to safeguard the interests of the Employer;
  - (b) hire, transfer, promote, demote, discipline, suspend or discharge nurses, provided that a claim of discriminatory promotion, demotion or transfer or a claim that a nurse has been disciplined, suspended or discharged without reasonable cause may be subject to a grievance and may be dealt with as hereinafter provided;
  - (c) generally, to operate the Public Health Department in an efficient manner consistent with the obligations of the Department to the general public in the community served; it being understood and agreed that the **Employer** will retain all functions of management inherent in it as an employer, save and except only such functions as are specifically modified or abridged by this Agreement;
  - (d) The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement shall be the subject of-a grievance.

### **ARTICLE 4 - GRIEVANCE PROCEDURES**

- 4.01** To promote harmonious relationships and equitable adjustments of problems in grievances arising from terms of employment in this Agreement, the following grievance procedure is to be used in such cases. It is understood that a nurse has no grievance until she has first discussed her complaint with her Program Manager or designate.
- 4.02** **STEP I** - If a complaint is not settled satisfactorily, the grievance may be presented in writing **by** a nurse accompanied by her Nurse Representative to the **appropriate Director or designate** within eight **(8)** working days of the event upon which the grievance is based. No grievance shall be considered that occurred more than eight **(8)** days before presentation of same. The **appropriate Director or designate** will give her decision in writing within six **(6)** working days of its receipt.

**ARTICLE 4 - GRIEVANCE PROCEDURES** (continued)

- .03** **STEP II** - If not settled satisfactorily in Step I, the grievance may, within three (3) working days of receipt of the reply of Step I sent to the employee and Chairperson of the Grievance Committee, be submitted in writing by the nurse concerned to the Director of Human Resources or his designate to be dealt with at a meeting between the Director of Human Resources or his designate and the nurse, accompanied by the Grievance Committee within ten (10) working days of the date of submission or such longer period as is mutually agreed upon. The decision of the Director of Human Resources or his designate shall be in writing, sent to the nurse and the Chairperson of the Grievance Committee within ten (10) working days after the meeting at which it was discussed. A representative or consultant from the Ontario Nurses' Association may be in attendance, at the request of either party.
- .04** If not then settled satisfactorily, the grievance may within ten (10) calendar days of receipt of the reply of Step II, be referred to a Board of Arbitration.
- .05** No grievance shall be considered in any step unless it has been properly carried through all previous steps of the Grievance Procedure as specified except that, if at any step, the Employer does not give its answer within the allotted time limit, the grievance may be carried to the next step within the appropriate time allowed.
- .06** A Board of Arbitration shall be composed of one nominee of the Association, one nominee of the Employer and a third person who shall act as Chairperson on the joint recommendation of the two nominees. In the event of failure to agree upon a Chairperson, an application shall be made to the Minister of Labour for Ontario. Each party will bear the expense of its own arbitrator and the parties will jointly share the expenses, if any, of the Chairperson. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. It is agreed that the decision of the Board of Arbitration shall be final and binding upon the Employer and the Association.
- .07** It is agreed that the Board of Arbitration shall not have any authority or jurisdiction to alter this Agreement, or to deal with any matter not covered by this Agreement.
- .08** A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step II within ten (10) working days following the circumstances giving rise to the complaint or grievance.

**ARTICLE 6 - LEAVE OF ABSENCE** (continued)

That benefit will be equivalent to the difference between seventy-five (75%) of her regular weekly earnings, ***provided that the nurse has had such earnings from the Employer within a twelve-month period***, and the sum of her regular weekly unemployment insurance benefits and any other earnings.

The fifteen (15) week entitlement under Unemployment Insurance shall be topped by the Employer so that the nurse receives seventy-five per cent (75%) of her current earnings.

The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day prior to the commencement of the leave, times her normal weekly hours. (Regular hourly rate shall include all premiums and in the case of part-time nurses, the percentage in lieu).

(b) Parental Leave

- (i) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, R.S.O. 1990, except where amended in this provision.

A nurse is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave may extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of regulating authorities. In cases of the coming of a child into the custody, care and control of a nurse for the first time, the nurse shall advise the Employer as far in advance as possible with respect to a prospective parental leave and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the coming of a child into the custody, care and control of a nurse for the first time, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

## ARTICLE 6 - LEAVE OF ABSENCE

- (ii) Nurses shall continue to accumulate seniority and service benefits during said Parental Leave. The Employer shall continue to pay the premium for all applicable benefits unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.
  - (iii) The employer may temporarily fill the position during such leave. Upon return from such leave, the employee shall be reinstated to her former position in the program and/or office to which she was assigned.
- (c) The nurse, on request, will be permitted to extend the above leaves to a maximum of twelve **(12)** months, it being understood that such additional leave shall be without pay.

### i.03 Education Leave

- (a) Information concerning professional meetings, educational courses, and/or workshops pertaining to any aspect of Public Health Nursing shall be posted on bulletin boards in all offices by the Employer as far as possible in advance so that the nurses may apply for leave of absence for the course.

~~At the time~~ of the posting, the Employer will indicate the number of nurses that shall be considered under Article 6.03 (b).

When the number of positions posted by the Employer has been filled, the Employer may make whatever arrangements he deems necessary **by** mutual consent, with any other nurses who have expressed interest in the posting.

- (b) The Employer shall continue the nurse's salary and shall pay registration expenses, reasonable travel and living expenses for all approved educational meetings, courses, workshops, etc. Such leave shall, where reasonably possible, be rotated amongst the staff on an equitable basis.
- (c) 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.
- (d) Leave of absence with pay to attend Association meetings shall be granted if requested, but the Employer may limit this to two (2)

**ARTICLE 6 - LEAVE OF ABSENCE** (continued)

nurses and not exceed twenty (20) days per year. If the Association finds it necessary, they may request an additional ten (10) days unpaid leave per year.

- (e) 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 of absence, salary and benefits will be kept whole by the Employer, and the Association agrees to reimburse the Employer on a monthly basis 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 the termination of office.

Should the term of office for President of the Ontario Nurses' Association be extended to two (2) years, upon written application, leave of absence shall be extended as above.

- (f) 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 fifty (50) days annually. 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 in Article 6.03 (d) above. During such leave of absence, 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 on a monthly basis.

- (g) Upon mutual agreement between the supervisor and the nurse, hours of work may be altered in order to permit attendance at educational courses.

**6.04 Jury Duty**

If a nurse is required to serve as a juror in any court of law or required by subpoena to attend a court of law, she shall not lose her regular pay because of such attendance provided that she:

- (a) notifies the Employer immediately upon her notification that she will be required to attend court;
- (b) presents proof of service requiring her attendance;

**ARTICLE 6 - LEAVE OF ABSENCE** (continued)

- (c) promptly repays the amount (other than expenses) paid to her for such service of attendance, to the Employer,

Should a regular part-time nurse be scheduled to work, she shall be paid in accordance with this Article for those hours she was scheduled to work.

**ARTICLE 7 - COMPASSIONATE LEAVE**

7.01 A nurse will be granted five (5) working days leave of absence without loss of normal salary on the death of a spouse, child, or parent.

7.02 A nurse will be granted three (3) working days leave of absence without loss of normal salary in the death of an immediate relative. Immediate relative shall mean:

- (a) the nurse's sister; brother; mother-in-law; father-in-law; grandparent; grandchild; brother-in-law, sister-in-law.
- (b) a person who is a blood relative of the nurse or her spouse, and is normally a resident in the nurse's household and has been dependent upon the nurse.

7.03 Should a regular part-time nurse be scheduled to work, she shall be paid in accordance with the Article for those hours she was scheduled to work.

7.04 In case where travel time is required, additional leave of absence without pay **shall** be granted by **the** Employer.

**ARTICLE 8 - CLASSIFICATION AND SALARIES**

8.01 Positions shall be classified according to Appendices "A", "B", and "C" attached and salaries shall be paid according to the rates applicable for the periods specified therein.

8.02 Regular part-time nurses shall advance up the grid as outlined in Appendix "B" after each **one thousand, four hundred (1,400) hours worked.**

**ARTICLE 9 - HOURS OF WORK**

- 9.01** The normal hours of work for full-time nurses covered by this agreement shall be between 0830 hours and 1630 hours, exclusive of a one-hour (1) meal break, Monday to Friday inclusive.
- 9.02** Each nurse will be entitled to two **(2)** fifteen-minute rest periods per day.
- 9.03** Time worked in excess of thirty-five (35) hours per week shall be compensated by time off at a mutually agreeable time or payment in lieu at a rate of time and one half (1.5). Full-time nurses shall not be required to take time off her regular scheduled work week as a direct consequence of **pre-authorized** overtime hours worked during the same work week.
- 9.04** Hours of work shall not be changed except by mutual consent.
- 9.05** Nurses shall not suffer any loss of her regular daily salary in strictly those instances where the nurse has reported to work, commenced her normal duties and the Regional Chair subsequently declares all regional buildings closed due to adverse weather conditions.

**ARTICLE 10 - SENIORITY**

- 10.01** (a) **Probationary Period:**
- Newly-hired nurses shall be subject to a probationary period of six (6) months for full-time and ***nine hundred and ten (910) hours worked*** for regular part-time and casual nurses. During the probationary period, nurses shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such nurses may be terminated at any time during the probationary period without recourse to the grievance procedure unless the Association claims discrimination as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.
- (b) **All** nurses shall receive salary for orientation required by the Employer. Consideration shall be given by the Employer to any request by a nurse for additional orientation.
- 10.02** In all cases of transfer or promotion in the bargaining unit, the following factors shall be considered:
- (a) ability, experience and performance;  
(b) seniority



**ARTICLE 10 - SENIORITY** (continued)

Where the qualifications of factor (a) are relatively equal, in the opinion of the Employer, factor (b) shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing.

**0.03 Layoff:**

*In the event that a reduction of the nurse force is required of a permanent or long-term nature, the Employer will:*

- (a) provide the Local Association with no less than sixty (60) days notice of layoff, and*
- (b) meet with the Local Association and an ERO to review the following:*
  - (i) reason causing the layoff*
  - (ii) the service which the Employer will undertake after the layoff, and*
  - (iii) the method of implementation include area of cutback and the nurses to be laid off.*

*Subject to the Letter of Understanding, the Employer will lay off nurses provided that probationary nurses shall be laid off first, and the most junior nurses shall be laid off thereafter, provided that the nurses who are entitled to remain on the basis of seniority, are qualified to perform the work available.*

*The Employer will not hire any new nurse to **fill** a vacancy where there is a nurse on layoff who is willing and qualified to fulfil the requirements of the job.*

**Recall:**

*Subject to the Letter of Understanding, nurses shall be recalled to positions in the bargaining unit in reverse order of layoff. Laid off nurses **will** be provided with recall rights to any vacant position she is qualified to perform.*

- 0.04** (a) For all provisions of this Agreement, seniority shall commence and accumulate from the date on which a nurse was first employed by the present Employer or the former employers; namely, the St. Catharines-Lincoln Health Unit, Welland District Health Unit, or any other Health Department which existed in the former Counties

**ARTICLE 10 - SENIORITY** (continued)

of Lincoln and Welland, less extended periods of absence when they were not on the payroll of any of the above employers.

- (b) A seniority list showing each nurse's name, professional category and length of service shall be posted by January 15th of each year, on all bulletin boards in conspicuous places and shall be revised once a year. A copy of such list will be provided for the Association at the time of posting. The initial seniority list is to be prepared by the Employer and the Association before such list is posted.
- (c) Regular part-time and casual nurses shall accumulate seniority since last date of hire on the basis of **one thousand, four hundred (7,400) hours of work**, equalling one (1) year of seniority.
- (d) A nurse who transfers from full-time to part-time shall retain her seniority and shall be placed on the salary grid recognizing her seniority.

**10.05** Seniority shall be retained and accumulated:

- (a) during active employment with the **Public Health Department**;
- (b) while absent on paid sick leave;
- (c) while in receipt of Workers' Compensation;
- (d) while on approved leave of absence without pay up to a maximum of three (3) months in any calendar year;
- (e) when on leave of absence due to pregnancy or adoption up to a maximum of twelve (12) months from commencement of the pregnancy or adoption leave.

**10.06** Seniority shall be retained but not accumulated:

- (a) when absent on sick leave to a maximum of one (1) year;
- (b) when laid off due to reduction in staff up to a maximum of eighteen (18) months from date of layoff;
- (c) when on leave of absence for educational purposes;
- (d) approved leave of absence without pay in excess of thirty (30) calendar days other than (c) above.

**ARTICLE 10 - SENIORITY** (continued)

**10.07** Seniority shall be lost and employment terminated:

- (a) on resignation;
- (b) on discharge for just cause;
- (c) on layoff for a period of eighteen (18) months;
- (d) on the expiration of period stated in Article 10.06 above. However, when it is established that a nurse who is absent on sick leave may be able to return to active employment within three (3) months of the expiration of eighteen (18) months continuing sick absence, seniority may be extended accordingly;
- (e) a nurse who is proven to have been employed elsewhere during an unauthorized absence from work shall be considered as having terminated her employment.

**10.08** *Any qualified regular part-time or full-time employee within the Employer who becomes a member of ONA Local 39 as the result of a permanent workplace accommodation due to a disability, shall transfer all accumulated seniority and/or credited service with the Employer to ONA Local 39.*

*Any accrued frozen sick leave credits remaining from their employment with the Employer in another employee group may be utilized for health disability income replacement or health disability top-up supplement to 100% base salary on the basis that one (1) hour credit will be charged to the sick leave bank for every hour used by the employee, to the nearest quarter hour.*

**10.09** *Nurses who transfer outside of the Bargaining Unit for a period of less than six (6) months shall accumulate seniority for such period. If the position continues past the six (6) month period, the accumulation of seniority will cease and seniority will be frozen.*

**10.10** Effective date of signing of this agreement, registered nurses on staff shall not be terminated by the Employer for failing to obtain a university degree.

Registered nurses without a degree may be allowed to transfer from full-time to part-time and vice-versa, and a degree alone shall not be sufficient reason to deny a request to transfer.

ARTICLE 10 - SENIORITY (continued)

It is understood that if the Employer posts a position requiring a degree as a basic requirement, full-time and part-time registered nurses currently on staff shall not be denied the right to apply and her application will receive reasonable consideration.

ARTICLE 11 - JOB POSTINGS AND VACANCIES

11.01 A nurse will be able to apply in writing to the employer indicating her interest in working elsewhere in the **Public Health Department**, and her application will be retained for a period of twelve (12) months and will be considered .when a vacancy occurs.

11.02 Nurses shall be given first opportunity to fill temporary vacancies. The Employer will outline to the nurse selected to fill a temporary vacancy, the conditions and duration of such vacancy. In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. **Upon completion of the temporary vacancy, the nurse will be returned to her former position. Vacancies expected to last three or more months shall be posted in accordance with Article 11.02 (a).** A nurse who is absent due to illness or leave of absence shall have the right to return to her former position. **The right to return to one's former position is contingent on that position still existing. Otherwise, the nurse may exercise her rights in accordance with Article 10.**

- (a) All vacancies, new positions and promotions either full-time or part-time shall be posted by the Employer on the bulletin boards of all offices stating the area of same, for a period of seven (7) working days prior to making a permanent appointment to any such position in order that any interested nurse may apply.

If such position or positions are not to be posted by the Employer, he will notify the Association in writing of his intent, including reasons for not posting, within a reasonable length of time.

- (b) Copies of all postings shall be sent to the Association. If no qualified nurse applies, the Employer may then hire a new nurse.
- (c) The name(s) of the successful applicant(s) shall be posted by the Employer within two (2) weeks following the closing date of the posting and the Association shall be informed in writing of the successful applicant(s).

**ARTICLE 11 - JOB POSTINGS AND VACANCIES** (continued)

- 11.02 (d) Successful candidates shall commence their duties within thirty (30) calendar days of the closing date of the posting.
- 11.03 (a) A position not occupied by reason of an extended illness or leave of absence of over one (1) month's duration, may be temporarily filled by the Employer, but shall be subject to Article 10.07 (d).
- (b) When one (1) month's notice of intention not to return to work has been received by the Employer from a nurse on leave of absence for pregnancy or adoption, a vacancy shall be deemed to have been created.
- (c) The Employer will advise the Association of any changes of nursing positions regardless of whether or not these changes require posting.
- 11.04 The Employer shall have the right to fill any permanent vacancy, on a temporary basis, until the posting procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- 11.05 A nurse will not be transferred from one office or responsibility to another within the **Public Health Department** without prior discussion between the Employer and nurse. The nurse will be given at least one (1) month's notice in advance of such transfer, except on a temporary basis or in the event of an emergency.

**ARTICLE 12 - PAID HOLIDAYS**

**12.01** Each nurse shall be entitled to a holiday with pay on each of the following days or a day declared in lieu thereof, at the discretion of the Medical Officer of Health:

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

Heritage Day (if and when proclaimed as a holiday by the Dominion Government).

A nurse will be granted two (2) hours off with pay, subject to the approval of her Supervisor, to a maximum of two hours, to attend a Remembrance Day Services whenever Remembrance day falls on a regular work day.

**12.02** A nurse who works on a recognized holiday shall receive one and one-half (1.5) times her normal salary for hours worked and will be given a lieu day with pay at a mutually agreeable time.

**12.03** A nurse scheduled to work on the day of observance of one of the above holidays and who fails to work shall forfeit the pay for the day, unless excused in writing by the Employer.

**12.04** If the holiday is observed on a normal working day during a nurse's vacation, the nurse shall receive another day's vacation with pay.

**12.05** A part-time nurse shall not be entitled to a paid holiday as outlined in this Agreement if she:

- (a) is employed for less than three (3) months;
- (b) has not earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding a paid holiday;
- (c) fails to work her scheduled regular work day of work preceding or her scheduled regular day of work following a paid holiday;
- (d) has agreed to work on a paid holiday and who, without reasonable cause, fails to report for and perform the work.

**12.06** A nurse shall be entitled to paid holidays which occur during a leave of absence without pay of four (4) weeks or less. Nurses on approved leave of absence without pay in excess of four (4) weeks shall not receive paid holidays during the leave of absence.

## **ARTICLE 13 - VACATIONS**

- 13.01** (a) A **full-time** nurse who has been employed for less than one (1) year on the 30th of June of the current year will receive vacation with pay on a pro-rata basis of 1-2/3 days per month, calculated to the nearest day.
- (b) A **full-time** nurse who has been employed for one (1) year or more as of June 30 of the current year will receive twenty (20) working days vacation with pay annually.
- (c) A **full-time** nurse who has been employed for seventeen (17) years or more as of June 30 of the current year will receive twenty-five (25) working days vacation with pay annually, effective first year of agreement,
- (d) A **full-time** nurse who has been employed for twenty-seven (27) years or more as of June 30 of the current year will receive thirty (30) working days vacation with pay annually.
- (e) A **full-time** nurse who has been employed for thirty (30) years or more as of June 30 of the current year will receive one day paid vacation for each year after 30 years.
- (f) No vacation will be taken before six (6) months employment.
- (g) Upon termination of employment, a nurse will receive termination pay for holidays and/or vacation earned, but not taken.
- (h) Part-time and Casual nurses who change to full-time shall have their vacation pro-rated for the vacation year as per above.***

**13.02** By February 15 of each year, a **seniority** list will be posted in each office. Nurses will indicate **vacation preference** by March 15. The Employer shall then set the vacation period taking into account the preference indicated by the nurses on the basis of length of continuous service insofar as the Employer considers consistent with the efficient functioning of the Department. The Employer will post the approved vacation and approved leaves of absence for July and August by April 15.

**13.03** No changes shall be made to the vacation period except by the mutual consent of the employee and the manager.

**13.04** Unused vacation may not be accumulated without the prior approval in writing of the Employer and in any case, may not be accumulated for more than one (1) year. Each nurse shall receive vacation pay for the pay period following the starting date of her vacation.

**ARTICLE 13 - VACATIONS** (continued)

**13.05** Vacations shall be arranged in such a manner that the workload will be adequately covered as calculated by the Employer. Requests for vacation shall not be unreasonably denied.

*Vacation requests over the Christmas period will be determined on a seniority basis. The Employer will allow as many nurses to use vacation during this period, and in such a manner that the workload will be adequately covered, notwithstanding the vacation quota - Home Care Letter of Understanding. Such request will be submitted by September 15 and the Employer will post the approved vacation and approved leaves by October 15.*

**13.06** A nurse who has been absent without pay in excess of *thirty (30)* consecutive calendar days, save and except school team nurses who *accept a temporary layoff for July and August*, shall receive vacation on a *pro-rata* basis.

**13.07** Nurses assigned to school teams shall be permitted to take up to five (5) days of earned vacation *when schools are in session, plus any of the applicable Board of Education Professional Development days.*

More than one (1) nurse may be on vacation during that period or at the same time.

Requests for vacation time shall not be unreasonably denied.

**ARTICLE 14 - INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN**

**14.01** *The Employer will provide an "Integrated Health Disability Income Insurance Plan" for full-time nurses with three months' service or more and absent from the workplace due to disability as detailed in the attached Schedule "B".*

**14.02** A nurse must report illness or absence to her Program Manager of her home office on the first day of absence and shall indicate the expected duration of the absence. Any variation from the expected duration of the absence will necessitate the nurse calling in the change.

Immediately upon her return to duty, the nurse will advise the Program Manager of her return and the duration of her absence.



**ARTICLE 14 - INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN**

**14.03** Nurses shall receive sick leave benefits in accordance with Article **14.01** for time lost owing to (1) illness; (2) injury; (3) exposure to a contagious disease for which the nurse has been quarantined by the Medical Officer of Health, except where an award is made under the Workers' Compensation Act; and (4) to attend medical and other health-related appointments.

**14.04** The Employer shall have the right at any time to require that a nurse who is absent on account of illness, be examined and reported upon by a legally qualified physician.

**14.05** If a nurse suffers a compensable injury while on duty:

- (a) she shall report same to the Program Manager's office as soon as possible;
- (b) the Employer will pay her for the balance of the work day;
- (c) Nurses who are entitled to receive Workers' Compensation, may choose to turn over to the Employer all monies received for such compensation in which case the Employer will continue to pay such nurses full salary, taking the difference between compensation payment and full salary from the nurse's accumulated illness allowance credit on the basis of three-quarters (3/4) of an hour for each day until such credit is exhausted, after which time nurses will receive only compensation payments.

**4.06** It is agreed that whenever a nurse shall recover from a third party, (save and except any self-insured benefits) any amount claimed for loss of wages or sick leave in accordance with Article **14.01**, she shall repay to the Employer forthwith, the amount of all monies paid to her by the Employer, in respect of the period for which such amount is recovered from the third party as aforesaid, provided that the amount to be repaid to the Employer shall not exceed the amount recovered as aforesaid, and upon such repayment to the Employer, the equivalent amount of any sick leave which may be deducted, shall be restored to such nurse.

**4.07** Sick leave credits shall be substituted for vacation where it is satisfied that a nurse has become incapacitated by sickness or accident prior to her vacation.

**4.08** *A nurse who transfers to the bargaining unit, who has previously frozen, vested and capped sick leave credits shall on termination of employment receive a sick leave gratuity amounting to one-half (0.5) of the sick leave credits to a maximum of six (6) months' earnings.*

**ARTICLE 14 - INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN**

**14.09** Credits will be based on information available from existing records as of December 31, 1968, which have been calculated according to the formula included in the previous Personnel Policies of the former St. Catharines-Lincoln Health Unit, Section 12, Subsections I to IV.

**ARTICLE 15 - EMPLOYEE BENEFITS**

**15.01** *The general employee benefit program for full-time nurses shall be subject to coordination of benefit payments where a nurse or spouse has coverage under more than one plan. The general employee benefit plan will consist of:*

- Item I            Ontario Hospital Insurance Plan (OHIP)
- Item II           *Liberty Health* or equivalent Semi-Private Hospital Supplement,
- Item III           *Effective April 1, 1997, Liberty Health, provider-paid, extended health care Formulary 3, mandatory generic plan or equivalent, with an annual employee deductible adjusted every January 1, and representing 90% of the average total prescription fee paid by the Employer for one prescription drug claim of the bargaining unit experience for the previous 72-month period, with a cap of \$30 single/\$60 family. Employee reimbursement for prescription dispensing fees is capped at \$5.00 per prescription. Enrolled employees will have the option to utilize mail order pharmaceutical services. In addition, hearing aid entitlement is \$400 annually, and vision care \$150 every 12 consecutive months with 10% deductible. Where authorized by attending physician, registered masseur is \$15 per visit, maximum of 12 visits per calendar year.*

*The Employer agrees to contribute 90% of the billed claims towards coverage of eligible nurses in the active employ of the Employer under the Liberty Health extended health care plan, with the balance of monthly claims paid by the nurse through payroll deduction. The employer will determine the employee-paid portion of estimated claims experience of the employee group each year. Any subsequent need by the employer to provide an interim deduction rate adjustment based on claims experience of the group within the same 12-month period, shall be restricted to an increase of no greater than 10 per cent.*

**ARTICLE 15 - EMPLOYEE BENEFITS** (continued)

Item IV The Employer agrees to purchase and administer a **100%** *employee premium-paid group life insurance plan* and an employer premium-paid Accidental Death & Dismemberment plan, each providing one and one-half (1.5) times a nurse's annual salary, equal to the nearest \$1,000 *and effective the first of the month following completion of probationary period. Employee premium payments will be paid through payroll deduction.* It is recognized that the indemnification is provided by an insurance company, not the Employer. Retired full-time nurses up to the age of seventy (70) shall have group life coverage of \$3,000.

Item V *Liberty Health* or equivalent Dental Plan #9 based on the previous year's O.D.A. Fee Schedule as amended from time to time, *with nine-month oral recall examination and preventative recall package, other than children 12 years of age or under, who shall have a six month oral recall examination and preventative recall package.*

*The Employer agrees to contribute 75% of the billed claims towards coverage of eligible nurses in the active employ of the Employer under the Liberty Health dental plan No. 9, with the balance of monthly claims paid by the nurse through payroll deduction, and subject to coordination of benefit payment where a nurse or spouse has coverage under more than one plan. The employer will determine the employee-paid portion of estimated claims experience of the employee group each year. Any subsequent need by the employer to provide an interim deduction rate adjustment based on claims experience of the group within the same 72-month period, shall be restricted to an increase of no greater than 10 per cent (10%).*

The above Plan will provide additional coverage to a lifetime maximum of \$1,500, 50/50 co-insured as follows:

- Year I - Crowns
- Year II - Orthodontal services

The above items are mandatory as a condition of employment unless a nurse is able to furnish proof of enrolment with spouse on Items I, II, III, IV and V.

ARTICLE 15 - EMPLOYEE BENEFITS (continued)

15.02 In case of absence for illness or layoff, the Employer will continue to pay its share of the premiums for the above plans and the Group Life plan to a maximum of three (3) months from commencement of absence or layoff. *The nurse shall pay her share of such premiums during the above period by post-dated cheques. Thereafter the nurse may submit to the Human Resources Department written application for continual enrolment in specified and eligible employee benefit plans at 100% her cost. The Employer shall approve such requests unless precluded otherwise by the policy carrier. The employee shall submit post-dated cheques from the first business day of the **fourth** month of illness or layoff. The Employer shall discontinue benefit coverage should the nurse become one month in arrears of payment, or should the employment *relationship* be rescinded.*

15.03 Every full-time nurse shall join the Ontario Municipal Employees Retirement Scheme. The Employer and the nurse shall make contributions in accordance with the provisions of the plan.

Part-time nurses may elect to join OMERS in accordance with the provisions of the plan.

15.04 The Employer and the nurse shall make contributions to the Canada Pension Plan and Unemployment Insurance as required by legislation.

15.05 *The Employer agrees to administer a 100% employee premium paid Long Term Disability Plan as described in Schedule "B", it being understood that representatives of the Association will be included in the annual review of Long Term Disability premium adjustments affecting the Association and the selection of the carrier of the plan. Employee premium payments will be paid through payroll deduction.*

15.06 The Employer will continue its share of payment for the above plans during any period of paid leave including any period when a nurse is in receipt of Workers' Compensation benefits or any LTD benefits under this Agreement.

15.07 It is understood that the Employer is not the insurer as to any benefits contained in this Agreement and will not, under any circumstances, be liable for any claim declined by the insurer. The Employer undertakes to assist any nurse in resolving any claim disputed by the insurer.

15.08 *It is understood that all benefits presently covered by this collective agreement apply to those eligible persons under 65 years of age, except for retired full-time nurses noted otherwise under item IV of this article.*

**ARTICLE 16 - RETIREMENT**

**16.01** The last day of the month following the nurse's sixty-fifth (65) birthday will be the normal retirement date.

**ARTICLE 17 - CAR ALLOWANCE**

**17.01** A nurse required to operate her automobile in the course of her duties shall be entitled to reimbursement as follows:

1990:	\$0.30 per km for the first 500 km per month \$0.24 per km thereafter per month
January 1, 1992:	\$0.31 per km for the first 500 km per month \$0.25 per km thereafter per month

**ARTICLE 18 - RESIGNATIONS**

**18.01** A period of not less than twenty-eight (28) consecutive days notice is required by the Employer.

**ARTICLE 19 - HEALTH**

**19.01** A written report on recent physical examination shall be provided by a new nurse within thirty (30) days of employment.

**ARTICLE 20 - NEW EMPLOYEES**

**20.01** Starting salaries of nurses hired after the signing of this Agreement shall include recognition of related experience in full-time nursing service at the rate of one increment for each completed two (2) years of continuous service, provided that:

- (a) such service is documented to the satisfaction of the Employer, and
- (b) a period of not more than two (2) years has elapsed since the nurse has occupied a full-time nursing position. If more than two (2) years has elapsed, the number of increments to be paid, if any, shall be at the discretion of the Employer.

Increments for years of service are to be payable on each nurse's anniversary date.

When a Public Health Nurse is appointed to the position of Senior Public Health Nurse, the nurse will be placed on the salary grid in such a way as to ensure that no loss in wages shall occur.

**ARTICLE 21 - TEMPORARY TEAM LEADER**

21.01 When a nurse covered by this Agreement is assigned as Team Leader in the absence of the regular Team Leader for one (1) week or more, she will receive on a pro-rata basis, the allowance for Team Leader responsibilities for the whole period. The Employer will choose the temporary team leader.

**ARTICLE 22 - DURATION**

22.01 This Agreement shall be for a period of thirty-six (36) months commencing on **April 1, 1996** and ending on **March 31, 1999**.

22.02 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement.

22.03 Negotiations with respect to renewal of this Agreement shall commence within fifteen (15) days of such notice.

**ARTICLE 23 - REGULAR PART-TIME AND CASUAL NURSES**

23.01 (a) A regular part-time nurse is one who has made a commitment to the Employer to work on a predetermined schedule of less than thirty-five (35) hours per week on a regular basis.

(b) A casual nurse is one who works on a temporary or replacement basis and may have some predetermined schedule of the program she is working in. A casual nurse may decline the request to work.

23.02 (a) A regular part-time or casual nurse will receive four (4) calendar weeks vacation leave without pay annually.

- (b) The following articles shall not apply to casual nurses:
1. Article 7          Compassionate Leave
  2. Article 6.04      Jury Duty

**ARTICLE 23 - REGULAR PART-TIME AND CASUAL NURSES** (continued)

3. Article 14 ***integrated Health Disability Income Insurance Plan***

4. Article 15 ***Employee*** Benefits:  
- Semi-private Hospital Supplement  
- Extended Care  
- Vision and Hearing  
- Group Life Insurance  
- OMERS  
- Dental Plan  
- Long Term Disability Insurance

(c) The following articles shall not apply to regular part-time nurses:

1. Article 14 ***Integrated Health Disability Income insurance Plan***

2. Article 15 ***Employee*** Benefits:  
- Semi-private Hospital Supplement  
- Extended Care  
- Vision and Hearing  
- Group Life Insurance  
- OMERS  
- Dental Plan  
- Long Term Disability Insurance

(d) In lieu of Article 23.02 (b) and (c), the regular part-time and casual nurse shall receive salary at a rate of **12.5%** in excess of her position on the salary grid as outlined in Appendices "B" and "C". It is understood that this **12.5%** allowance will include **6%** in lieu of vacation pay and **6.5%** in lieu of benefits as outlined in Article 23.02 (b). The percentage in lieu shall be calculated on a daily basis.

**ARTICLE 24 - COMMUNICATIONS CLAUSE**

**24.01** All communications between the parties to this Agreement shall be addressed to:

(a) Director of Human Resources  
The Regional Municipality of Niagara  
Human Resources Department  
2201 St. David's Road, P.O. Box 1042  
Thorold, Ontario, L2V 4T7

**ARTICLE 24 - COMMUNICATIONS CLAUSE** (continued)

- (b) The President and Secretary of Local 39 of the Ontario Nurses' Association.
- (c) Employment Relations Officer  
393 Rymal Road West  
Suite 205  
Hamilton, Ontario, L9B 1V2

**ARTICLE 25 - GENERAL**

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

**25.02** The Employer agrees to designate an area on the existing bulletin board in each office for the use of the Association.

**25.03 Pay Day**

*All nurses shall receive their pay by direct deposit.*

*Following agreement by all employee groups, the employer will provide two (2) month's notice of change from weekly to bi-weekly pay periods, it being understood that the parties will discuss and mutually develop implementation terms.*

**25.04** *Both Parties agree to pay fifty (50) per cent of the cost of printing the collective agreement.*

**ARTICLE 26 - PROGRESS EVALUATIONS**

- 26.01**
- (a) A copy of the nurse's written progress evaluation will be given to the employee at the time of her evaluation. The nurse will acknowledge receipt of this evaluation in writing.
  - (b) The nurse at the time of her evaluation will review her work performance file.
  - (c) Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse twelve (12) months following the receipt of such letter, suspension or any other sanction provided that the nurse's record has been discipline-free for such twelve (12) month period.



## ARTICLE 27 - PROFESSIONAL RESPONSIBILITY

27.01 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:

- (a) (i) Complain in writing to the Nurse Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Nurse Management Committee shall convene a meeting of the Nurse Management 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 five (5) calendar days of the meeting of the Nurse Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen **by** the Association; one chosen by the Regional **Employer** and one chosen **by** the other two from a panel of four (**4**) independent registered nurses who are well-respected within the profession. The member of the Committee chosen from the panel shall act **as** Chairperson.
  - (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (**14**) calendar days of its appointment and shall be empowered to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b) (i) The List of Chairpersons - Assessment Committee is attached **to** and forms part of this Agreement.
- ("See Schedule "A")
- (ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

**ARTICLE 28 - RETROACTIVITY**

**28.01** All monetary items shall be effective ***April 1, 1997***



**SCHEDULE "A"**

**Article 27.01 (b) - Professional Responsibility**

Panel of Chairpersons:

Mrs. Eleanor Graham  
Director, Public Health Nursing  
Middlesex-London District  
Health Unit  
346 South Street  
London, Ontario

Ms. Shirley Smale  
Associate Professor  
School of Nursing  
Queen's University  
Kingston, Ontario

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE ONTARIO NURSES' ASSOCIATION  
and its LOCAL 39

DELIVERY OF SERVICE

The Employer will maintain for the duration of the Collective Agreement, bargaining unit nurses on staff as of January 2, 1997 and their respective bargaining unit hours of work each week. This undertaking does not guarantee that employees will retain their position or positions. Should a nurse on staff as of January 2, 1997 terminate her employment on or before December 31, 1997, the Employer will fill the vacancy pursuant to the collective agreement.

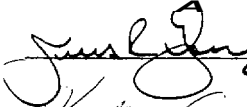
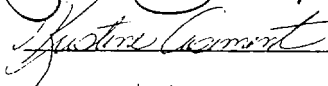
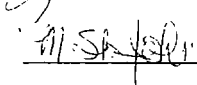
Work done by members of the bargaining unit will not be reassigned to persons outside the bargaining unit.

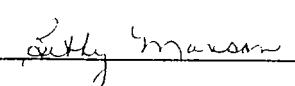
The Union agrees that if any program is divested after March 6, 1997, or discontinued from the Region after December 31, 1997, the Nurses and hours that the Region is to maintain as described above will be reduced by the said Nurses and hours transferred. Said Nurses and hours transferred to the new operator will be maintained at the same levels as March 6, 1997.

Signed at Niagara Falls, Ontario, this 27 day of March, 1997.

For THE REGIONAL MUNICIPALITY  
OF NIAGARA

For ONTARIO NURSES  
ASSOCIATION

  
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LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE ONTARIO NURSES ASSOCIATION  
and its Local 39

FLEX TIME FOR FULL-TIME EMPLOYEES

The parties agree to the following:

1. The normal hours of work for full-time employees are **defined in** Article 9.01.
2. By mutual consent between the employee and immediate **Program Manager**, the hours of work between 0730 and 2300 hours may be flexed to meet the needs of the program or for personal reasons.
3. When employees work in excess of seven hours in a day, they must flex their hours, such that the hours of work will not exceed 35 hours per week. It is further understood that all flex hours within the work week are compensated at straight time. Work week is defined as Monday to Sunday.
4. Overtime will be compensated in accordance with Article 9.03
5. The parties reserve the right to rescind agreement after notifying the other party within 60 days of desire to rescind.
6. This letter of understanding is subject to ratification of the local bargaining unit.

Signed at 144 West, Ontario, this 27 day of March, 1997

For THE ONTARIO NURSES' ASSOCIATION  
and its Local 39

For THE REGIONAL MUNICIPALITY OF  
NIAGARA

[Signature]  
97/03/27  
[Signature]  
[Signature]

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[Signature]  
[Signature]  
[Signature]



LETTER OF UNDERSTANDING

Between

THE REGIONAL MUNICIPALITY OF NIAGARA

And

THE ONTARIO NURSES' ASSOCIATION  
and its Local 39

School Team Nurses - Temporary Layoff

Nurses assigned to school teams may elect to accept a temporary lay-off during the months of July and August. The last day of work for those nurses who elect to accept temporary layoff shall be the last Friday in June.

Should the workload decrease to the point where the Employer has to lay off nurses in school programs on a temporary basis, such nurses can only exercise their seniority rights within the school teams or any other program for which they are qualified.

It is understood and agreed that these rules apply only to temporary lay-offs during summer school breaks and that all nurses laid off will be returned to their former positions on September 1.

Signed at Stouffville, Ontario, this 27 day of March, 1997

For THE REGIONAL MUNICIPALITY  
OF NIAGARA

[Signature]  
9-7/103/27  
[Signature]  
[Signature]  
\_\_\_\_\_

For THE ONTARIO NURSES  
ASSOCIATION and its Local 39

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

MEMORANDUM OF UNDERSTANDING

BETWEEN: ONTARIO NURSES' ASSOCIATION  
and its Local 39  
(Hereinafter called the Association)

- and -

THE REGIONAL MUNICIPALITY OF NIAGARA  
(Hereinafter called the Employer)

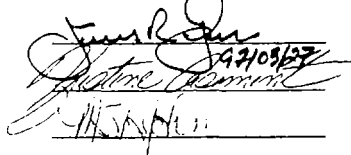
Paid Holidays - Part-Time Nurses

In compliance with the Employment Standards Act and the Collective Agreement, the parties agree to the following method for calculating Holiday Pay for Part-Time Nurses:

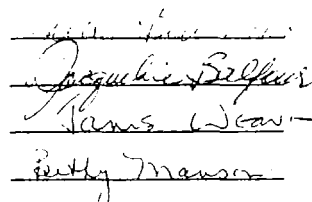
1. The Paid Holidays to which this agreement applies are those listed in Article 12.01 of the Collective Agreement.
2. The provisions of Article 12 as they apply to Part-Time Nurses shall continue to apply.
3. The period of time to be used for the calculation will be the thirteen (13) week period immediately prior to the actual holiday.
4. Nurses who regularly work seven (7) hours per day shall receive seven (7) hours holiday pay.
5. Nurses who regularly work less than seven (7) hours or who regularly work a mixture of hours including up to seven (7) hours shall be paid in accordance with the formula set out in #6 below.
6. The total number of hours worked in the thirteen (13) week period prior to the actual holiday shall be divided by the number of days worked in the same period (rounded up to the nearest quarter). This will determine the number of hours the Part-Time Nurses will be paid for the holiday.
7. Part-Time Nurses who have vacation scheduled within the thirteen (13) week period prior to the holiday will be credited with the hours and days they would normally have worked, for the purpose of calculating holiday pay as in #4 and #6 above.

Signed at Hamilton, Ontario, this 27 day of April, 1997.

FOR THE EMPLOYER

  
\_\_\_\_\_  
1997/05/27

FOR THE ASSOCIATION

  
\_\_\_\_\_  
\_\_\_\_\_  
Betty Mason

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LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

ONTARIO NURSES' ASSOCIATION  
and its LOCAL 39

Benefits, **Seniority** and Vacation  
Entitlement to Laid Off Nurses

(a) Part-Time Laid **Off** Nurses

When a part-time nurse is laid off and subsequently **works** replacement hours, the nurse shall continue to receive a percentage **in lieu of** benefits **in** accordance with the part-time employee provisions of the collective agreement.

The laid **off** nurse **will** also receive seniority and vacation credit for any hours worked in accordance with the provisions of the collective agreement.

(b) Full-Time Laid **Off** Nurses

Any full-time nurse who elects **not to work** during her layoff period will continue to have her benefits maintained **in** accordance **with** the collective agreement.

The nurse's seniority and vacation credits will be adjusted in accordance with the provisions of the collective agreement.

(c) Full-Time Laid **Off** Nurses - **Working** Full-Time

If a full-time nurse **is** laid off and subsequently **works** full-time replacement hours, the nurse shall be entitled to full-time benefits, seniority and vacation entitlement in accordance with the provisions of the collective agreement.

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(d) **Full-Time Laid Off Nurses - Working Part-Time**

Any full-time laid **off** nurse who subsequently works less than full-time hours, will continue to have their benefits maintained in accordance with the collective agreement, and subsequent to the expiration of maintaining such benefits in accordance with the collective agreement, shall receive a percent in lieu of benefits in accordance with the part-time employee provisions of the collective agreement. The individual must also contribute to the OMERS Pension Plan in accordance with OMERS policy/regulations.

A full-time nurse on layoff who works part-time shall receive seniority and vacation entitlement for such part-time hours worked **in** accordance with part-time nurse provisions of the collective agreement.

Dated at Thorold, Ontario, this 27 day of March, 1997.

For THE REGIONAL  
MUNICIPALITY OF NIAGARA

*James Jones*  
97/03/27  
*Patricia Casavant*  
*M. Stephen*  
\_\_\_\_\_

For ONTARIO NURSES'  
ASSOCIATION, Local 39

*Judy Burns ERU*  
*Regina Balfour*  
*Janis Weaver*  
*Betty Mason*  
\_\_\_\_\_

November 15, 1996

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MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE ONTARIO NURSES' ASSOCIATION  
and its LOCAL 39

TRAVEL TIME

The Patties agree to the following:

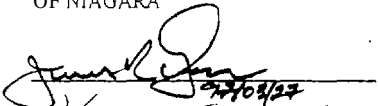
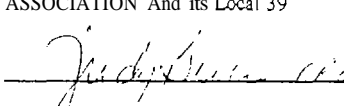

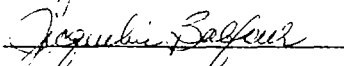
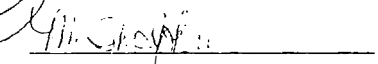
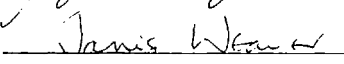
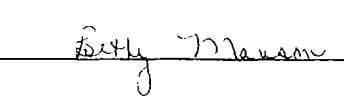
**When** a Nurse **is** given a work assignment that is in a geographic area which **is** outside of **both** her normal work area and normal work hours, then Article 9.03 (Overtime) will apply for such time required to travel back to their base of operations, or their home, whichever is closest. Such time shall be rounded to the nearest 15 minutes. **This** assignment must be pre-authorized by the Nurse's **Program Manager**, and the appropriate overtime sheets must be submitted the following day after the assignment has **been** completed.

It is understood that any flex time arrangement is not affected by this Letter

Signed at Wheatley, Ontario, this 27 day of March, 1997

For **THE REGIONAL MUNICIPALITY**  
OF NIAGARA

For THE ONTARIO NURSES'  
ASSOCIATION And its Local 39

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LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE ONTARIO NURSES' ASSOCIATION  
And Its Local 39

Identical Seniority Dates

The procedure for breaking identical seniority dates for full-time or part-time Nurses is a three tier process whereby one only proceeds to the next step if the previous step does not break the tie in seniority dates, or such information is not available:

- Step 1: date of hire with the Corporation;
- Step 2: date of letter of employment with the Corporation. This is the date on the letter in which the Corporation offered a position to the individual;
- Step 3: alphabetical by the person's last name first, followed by the person's first name.

It is further understood that with respect to date of hire or date of letter of employment, it is with the Corporation and not with the bargaining unit. In other words, if an individual was hired by the Corporation for a position that was not with ONA Local 39 and then subsequently obtained a position with ONA Local 39, it is the individual's hire date with the Corporation, not the hire date with the Local that is being referred to in the above proposal. The same holds true for the date of letter of employment.

Signed at Thorold this 27 day of March, 1997.

For THE REGIONAL MUNICIPALITY  
OF NIAGARA

[Signature]  
[Signature]  
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For THE ONTARIO NURSES  
ASSOCIATION And its Local 39

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LETTER OF UNDERSTANDING

BETWEEN

THE ONTARIO NURSES ASSOCIATION  
and its LOCAL 39

AND

THE REGIONAL MUNICIPALITY OF NIAGARA

Home Care - Vacation Quota

The Parties agree that the Home Care Case Managers will have a quota of nurses allowed off on vacation at any one time.

This quota will be as follows:

- Effective December 1, 1993     • 20% or six (6) full-time staff
- Effective July 1, 1994         • 25% of full-time staff complement as of the date the vacation list is posted

Those assigned to Schools will continue at 50%.

It is understood that these quotas will be rounded down to the nearest whole number; however it is further understood that the points/hours in addition to the whole number may be utilized throughout the year to grant individual days off requested, by mutual agreement.

Individual days will not be posted with the regular vacation list.

Furthermore, replacement will be subject to availability of casual staff.

Signed at Windsor, Ontario, this 27 day of March, 1997.

For THE REGIONAL MUNICIPALITY OF NIAGARA

For THE ONTARIO NURSES ASSOCIATION (Local 39)

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 97/03/27  
  
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LETTER OF UNDERSTANDING

BETWEEN

ONTARIO NURSES ASSOCIATION  
and its LOCAL 39

AND

THE REGIONAL MUNICIPALITY OF NIAGARA

**ON-CALL HOME CARE**

A Home Care Case Manager will be scheduled to **take** on-call on an optional rotation **basis**. If the program needs cannot be met with a voluntary schedule, on-call duty will be assigned by management and **will** be distributed by reverse **seniority** amongst all the staff. **The** Case Manager will **be** available and responsible for **on-call** during the following times:

- i) Saturday and/or Sunday, holidays from **9:30 a.m. to 7:30 p.m.**
- ii) Weeknights, Monday through Friday, **4:30 p.m. to 7:30 p.m.**
- iii) Weeknights, Monday through Friday, **July 1 to August 31, 4:00 p.m. to 7:30 p.m.**

The expectation is that the Case Manager will be able to **organize** services by phone, primarily:

- a) for consumers being **sent** home from emergency departments,
- b) to address urgent needs of consumers **on** the caseload.

The goal is to prevent unnecessary hospital admissions.

- 1. Any Case Manager (full-time or part-time) who is scheduled to be "on-call" should be paid two dollars and fifty cents (**\$2.50**) for each hour of on-call duty.
- 2. **A** Case Manager who **performs** work while on-call should **be** paid as follows:
  - Saturdays, Sundays and paid holidays are to be paid at the rate of time and one-half (1-1/2) the regular hourly rate for each hour worked with a minimum guarantee of two (2) hours pay at time and one-half (1-1/2).

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- Weeknights from 4:30 p.m. to 7:30 p.m. are to be paid at the rate of time and one-half (1-1/2) the regular hourly rate for each hour worked with a minimum guarantee of one (1) hour pay at time one and one-half (1-1/2).
- Part hours in excess of the minimum shall be paid on a pro-rated basis, calculated to the closest quarter of the hour.
- There will be no pyramiding of on-call pays.

Case Managers who receive calls on paid holidays shall be paid as above, and in addition, shall receive the equivalent number of hours worked in paid lieu time or lieu time at straight time.

The Case Manager will be provided, at the employer's expense, with an appropriate communication device for responding to calls.

The Case Manager may use his/her discretion as to the appropriateness or necessity of making a home visit during on-call hours. If a Case Manager travels to a hospital or home to assess the eligibility for admission to the Home Care Program, she will be reimbursed for the mileage and travel time associated with the assessment as per the collective agreement.

After completion of probationary period, a part-time or casual Case Manager may submit a request to their manager for consideration to be placed on the on-call list.

The program will be reassessed by the Association and Region from time to time as requested by either party.

Signed at Thorold this 27 day of March, 1997.

For THE REGIONAL MUNICIPALITY  
OF NIAGARA

[Signature]  
[Signature] 97/04/27  
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For THE ONTARIO NURSES  
ASSOCIATION and its Local 39

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LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE ONTARIO NURSES ASSOCIATION  
and its LOCAL 39

**Flexible Hours For  
Full-Time Employees**

The Parties agree that the substitution of regularly scheduled hours of work, as identified in Article 9.01, may occur from time to time. The extent to which they may be altered is to allow for the scheduling of hours of work so that they will not fall between Monday and Friday inclusive, or between the hours of 0830 and 1630. By mutual agreement, and on a case by case basis, the parties may allow for the reassignment or substitution of regular hours or days of work. This will be achieved through the implementation of a flexible hours of work schedule to deliver these special one day programs.

It is further agreed that the Local will be informed of this special arrangement with the purpose of scheduling flexible hours, and given the specific reason for this reassignment of hours.

Signed at Hamilton, Ontario, this 27 day of March, 1997.

For THE REGIONAL MUNICIPALITY  
OF NIAGARA:

For ONTARIO NURSES  
ASSOCIATION and its Local 39:

97/03/27  
Justin Carmichael  
Alli Skelton

Regina Balfour  
Kelly Mason  
Janis Weaver

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LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

THE ONTARIO NURSES ASSOCIATION  
and Its Local 39

**Article 10.03 -**  
Layoff and Recall Procedures

In an attempt to streamline and expedite the layoff and recall procedures, as they relate to Article 10.03 of the Collective Agreement, both Parties agree to the following:

1. **Notice of Layoff**

In the event a reduction of the nurse force is required, the employer shall layoff, where possible, the most appropriate junior employee within the specific program and office to meet the required staffing needs at that given location, provided that probationary nurses shall be laid off first within the identified program.

Where feasible, prior discussion with representatives of the Corporation and the union executive should occur regarding the proposed layoff and the name(s) of the nurse(s) who may be affected. Following such discussion, a meeting with representatives of Corporation, the union and the affected nurse(s) shall be held to advise the employee(s) of the impending layoff and her (their) rights in accordance with this Letter of Understanding and the collective agreement.

Once an employee has been issued Notice of Layoff, which will include an up-to-date copy of the ONA 39 seniority list from the Human Resources Department, it is expected that the employee(s) will advise the Human Resources Department of her (their) decision in writing with respect to exercising her (their) seniority rights within five working days and will return the "Exercising of Seniority" form to the Human Resources Department within the time limits.

The Corporation will attempt to administer the bumping chain as expeditiously as possible and, where feasible, will retain an affected employee(s) at her existing work location until the bumping chain is completed. The Corporation reserves the right to impose a layoff date; however, in no case will a senior employee be laid off while a junior employee is at work.

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For purposes of Article 10.03, the word "days" shall exclude Saturdays, Sundays and paid holidays **unless** otherwise noted.

2. **Exercising of Seniority Rights - Bump**

When an individual elects to exercise her seniority rights, the employee must do **so** by displacing a **less** senior employee provided the employee has the necessary qualifications in accordance with Article 10.03(a).

For purposes of bumping:

- (i) a senior nurse may bump **any** junior nurse regardless of **guaranteed weekly** hours; for example, a full-time nurse can bump a part-time nurse and vice versa;
- (ii) the senior nurse will assume the location, hours of work, and assignment originally held by **the** junior employee.

Should the Corporation deem an individual qualified to bump into a particular position, the individual will be advised by the Human Resources Department with an effective transfer date duly noted.

3. **Recall Provisions**

An employee who **has been** displaced from her position and is unable to bump another employee, since she is **the** most junior nurse, will **be** laid off (temporary termination as per the Employment Standards Act).

In this instance, the junior nurse will be provided with recall **rights** to any vacant position she is qualified to perform prior to the external recruitment process. In other words, upon completion of the job posting process, the nurse **will** be recalled to the vacancy by the Human Resources Department prior to external recruitment.

Recall provisions will be provided for 18 months from the date the layoff became effective (i.e. last day worked).

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4. Distribution of Extra Hours to Laid Off Nurses

Distribution of extra hours to full-time and part-time nurses will be distributed on the basis of seniority, and qualifications, skills, and ability to perform the duties of the position which the available hours are for.

It is further understood that the assignment of such hours are to be distributed to laid off full-time and part-time nurses prior to casual nurses receiving such hours. An integrated list of full-time and part-time nurses based on seniority, in accordance with the provisions of the collective agreement, shall be maintained in order for the extra hours to be distributed. A full-time or part-time laid off nurse shall be offered the number of hours they held prior to being laid off.

The Parties agree that a nurse must be able to perform the work assignment with no orientation required and that the manager has the flexibility of assigning work placements in order to ensure continuity of care.

It is agreed that the above amendments to Article 10.03 of the ONA Local 39 Collective Agreement, Guidelines for Layoff and Recall Procedures, will be effective, without retroactivity, upon signing of this Letter of Understanding.

Dated at Thornhill, Ontario, this 27 day of March 1997.

REGIONAL MUNICIPALITY OF NIAGARA

ONA LOCAL 39

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July 20, 1994  
Revised April 1, 1996  
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SCHEDULE "B"

The Regional Municipality of Niagara

and

ONA 39

INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN

Introduction

The Regional Municipality of Niagara provides two integrated periods of health disability income protection for full time employees: short term and long term disability benefits.

Plan Highlights

During the first five (5) working days of absence due to disability, per calendar year based on 35.00 hours per week as per your respective collective agreement, the employer pays 100% of base salary, regardless of the number of absences due to disability in the calendar year.

As of the sixth (6) working day and extending to the seventy-fifth (75) working day of absence due to disability (week 2 to week 15), the employer pays the base salary as per the sliding scale under Schedule "B" of the collective agreement and the employee shall use existing sick credits, if available, to top up to an upset maximum of 100% of base salary with offsetting charges to the employee's sick leave bank.

After the seventy-fifth (75) working day of absence due to disability (15th week) of absence, the employee shall:

- access existing sick credits at 100% base salary regular earnings until exhaustion;
- access sick pay benefits provided by the Employment Insurance Commission, if required, to a maximum number of weeks determined by the Employment Insurance Commission.

After the one hundred and fiftieth (150) working day of absence due to disability (30 weeks), the employee may be eligible to qualify for Long Term Disability (LTD) benefits as per Schedule "B" of the collective agreement.

**Eligibility for Disability Benefits**

If you are disabled as a result of illness or injury, excluding compensable accidents such as those covered by Workers' Compensation, you will receive disability benefits that are paid by your employer. You are eligible for sick pay benefits upon completion of your probationary period.

**Restoration of Disability**

If you return from an absence due to disability for three (3) continuous weeks and perform your regular duties, your benefit period of fourteen (14) weeks of base salary as per the sliding scale will be reinstated in full. However, if within three (3) regular work weeks of performing your regular duties following your return to work, you are disabled from the same or a related disease, only the remainder of the fourteen (14) calendar week benefit period will apply.

If within three (3) regular work weeks following your return to active work, you become disabled from an unrelated cause of illness or injury, your benefit period of fourteen (14) calendar weeks of base salary as per the sliding scale will be reinstated in full.

If you are absent from regular work and a new disability occurs, your benefits of fourteen (14) calendar weeks of base salary as per the sliding scale will continue until expiration.

**GLOSSARY OF DEFINITIONS**

**Absence due to Disability**

When an illness/accident has occurred which is not WCB compensable which prevents an employee from attending and performing his regular duties.

**Absence/Authorized**

An absence where the employee is away from work as entitled by law or under the terms of the collective agreement.

These absences are defined as: **vacations/holidays**, floating days, lieu time, overtime days, **compassionate leave**, **witness/jury** duty, authorized leave without pay (ALWOP), maternity or parental leave, suspension, union business, or temporary layoff,

**Absence/Unauthorized**

An absence where the employee fails to report for work and fails to notify her manager or delegate according to her collective agreement and/or established procedures. These absences may be subject to disciplinary action.

**Actively at Work/  
Active Work**

Where an employee attends at her regular occupation and is able to perform all the regular duties of her occupation.

**Base Salary**

Hourly rate as per the collective agreement times full-time hours per week.

(e.g. 35.00 hours per week  
x 52 weeks =  
1,820 hours per year x  
hourly rate)

**Calendar Year**

January 1 - December 31 inclusive.

**Continuous Service**

A period of unbroken employment with the Region of Niagara, plus any additional eligible service as a result of transfer from another participating employer including:

- vacation days and holidays granted
- temporary layoffs

	<ul style="list-style-type: none"> <li>• interruptions of services as approved by the LTD carrier where applicable</li> <li>• authorized absences</li> </ul>
ability	When an employee has a medically determinable physical or mental impairment due to injury or disease which prevents her from performing the duties of her occupation.
ings	Base salary as previously defined, excluding overtime, premiums, or any other compensation.
ing Sick Credits	Those earned sick day credits accumulated through the course of employment up to and including the effective date of ratification of the collective agreement.
s	When an employee becomes disabled due to non-occupational illness/injury and is unable to perform the essential duties of her regular work.
Term Disability	An absence resulting from non-occupational or occupational illness/injury as determined by a qualified health care provider which renders an employee totally disabled and unable to attend regular work. An employee may qualify for Long Term Disability (LTD) benefits defined by the LTD carrier after the one hundred and fiftieth (150) working day of absence due to disability (30 weeks) and expiration of existing sick leave credits, whichever is greater.

**Modified Work**

Any job, task, function or combination thereof that an employee with temporary or permanent partial disability may perform safely without unreasonable risk re-injury or unreasonable risk to others. Modified work may be either temporary or permanent in nature.

Modified work may be available where an employee can perform:

- her regular duties for shorter or alternate hours;
- part of her regular duties for regular, shorter or alternate hours;
- alternate duties for regular, shorter or alternate hours.

**Regular Duties**

Where an employee is able to perform the essential duties of her regular occupation.

**Short Term Disability**

An absence where the employee notifies her manager or delegate that she **is** unable to work due to non-occupational **illness/injury** on the first day of absence and extending no longer than the seventy-fifth (75) **day** (15 weeks). Payment of short term disability (STD) benefits will be authorized by the manager.

**Working Day**

Regularly scheduled shift.



**SCHEDULE "B"**  
**INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN**  
**ONA LOCAL 39**

100%	Employee receives 100% of salary	Employee can Top up with sick leave credits at 25% of salary	Access UIC	THEN 100% Employee Paid LTD at 60% Basic Salary
%		Employee receives 75% - 100% of salary based on sliding scale		
%				
Working days	0 - 5 days	6 - 75 days	76 - 150 days	151st day
Working weeks	1 working	14 weeks	15 weeks or expiration of sick leave credits	31st week or expiration of sick leave credits

**TIME**

<b>LENGTH OF SERVICE</b>	<b>100% PAY</b>	<b>75% PAY</b>
less than 3 months	0 weeks	0 weeks
3 months but less than 3 years	1 week	13 weeks
3 years but less than 5 years	3 weeks	11 weeks
5 years but less than 7 years	6 weeks	8 weeks
7 years but less than 9 years	9 weeks	5 weeks
9 years but less than 10 years	12 weeks	2 weeks
10 years or more	14 weeks	0 weeks

**APPENDIX "A"**  
**SALARY SCHEDULE**

**REGULAR FULL-TIME NURSES**

April 1, 1996 - December 31, 1996

CLASSIFICATION	STARTING	1 YR.	2 YRS.	3 YRS.	4 YRS.	5 YRS.	6 YRS.	7 YRS.	8 YRS.	9 YRS.
REGISTERED NURSE	36,145 19.86	36,964 20.31	37,801 20.77	38,620 21.22	39,439 21.67	40,258 22.12	41,259 22.67	41,896 23.02	42,661 23.44	43,425 23.86
PUBLIC HEALTH NURSE	39,694 21.81	40,568 22.29	41,441 22.77	42,333 23.26	43,207 23.74	44,080 24.22	44,972 24.71	45,846 25.19	46,701 25.66	47,557 26.13
B.Sc.N.	40,531 22.27	41,423 22.76	42,297 23.24	43,189 23.73	44,062 24.21	44,936 24.69	45,809 25.17	46,701 25.66	47,557 26.13	48,448 26.62
R.N. + 25% (SUPPLEMENT)	37,237 20.46	38,074 20.92	38,930 21.39	39,767 21.85	40,604 22.31	41,423 22.76	42,406 23.30	43,098 23.68	43,880 24.11	44,681 24.55
R.N. + 50% (SUPPLEMENT)	38,347 21.07	39,203 21.54	40,058 22.01	40,914 22.48	41,751 22.94	42,606 23.41	43,534 23.92	44,299 24.34	45,118 24.79	45,937 25.24
R.N. + 75% (SUPPLEMENT)	39,439 21.67	40,313 22.15	41,168 22.62	42,042 23.10	42,916 23.58	43,771 24.05	44,681 24.55	45,500 25.00	46,337 25.46	47,193 25.93

\*\$600 per annum to be paid for Team Leader responsibilities.

**SALARY SCHEDULE**  
**REGULAR FULL-TIME NURSES**

January 1, 1997 - March 31, 1999 (includes final Pay Equity adjustments)

CLASSIFICATION	STARTING	1 YR.	2 YRS.	3 YRS.	4 YRS.	5 YRS.	6 YRS.	7 YRS.	8 YRS.	9 YRS.
REGISTERED NURSE	36,855 20.25	37,674 20.70	38,511 21.16	39,330 21.61	40,149 22.06	40,968 22.51	41,969 23.06	42,606 23.41	43,371 23.83	44,135 24.25
PUBLIC HEALTH NURSE	41,569 22.84	42,442 23.32	43,316 23.80	44,208 24.29	45,081 24.77	45,955 25.25	46,847 25.74	47,720 26.22	48,576 26.69	49,431 27.16
B.Sc.N.	42,461 23.33	43,352 23.82	44,226 24.30	45,118 24.79	45,991 25.27	46,865 25.75	47,739 26.23	48,630 26.72	49,486 27.19	50,378 27.68
R.N. + 25% (SUPPLEMENT)	38,256 21.02	39,094 21.48	39,949 21.95	40,786 22.41	41,623 22.87	42,442 23.32	43,425 23.86	44,117 24.24	44,899 24.67	45,700 25.11
R.N. + 50% (SUPPLEMENT)	39,676 21.80	40,531 22.27	41,389 22.74	42,242 23.21	43,079 23.67	43,935 24.14	44,863 24.65	45,627 25.07	46,446 25.52	47,265 25.97
R.N. + 75% (SUPPLEMENT)	41,059 22.56	41,933 23.04	42,788 23.51	43,662 23.99	44,535 24.47	45,391 24.94	46,300 25.44	47,120 25.89	47,957 26.35	48,812 26.82

\*\$600 per annum to be paid for Team Leader responsibilities.

**APPENDIX "B"**  
**SALARY SCHEDULE**

**REGULAR PART-TIME & CASUAL NURSES**

April 1, 1996 - December 31, 1996

CLASSIFICATION	STARTING	1 YR. (200 days worked)	2 YRS. (400 days worked)	3 YRS. (600 days worked)	4 YRS. (800 days worked)	5 YRS. (1000 days worked)	6 YRS. (1200 days worked)	7 YRS. (1400 days worked)	8 YRS. (1600 days worked)	9 YRS. (1800 days worked)
REGISTERED NURSE	158.48 22.64	162.05 23.15	165.76 23.68	169.33 24.19	172.90 24.70	176.54 25.22	180.88 25.84	183.68 26.24	187.04 26.72	190.40 27.20
PUBLIC HEALTH NURSE	174.02 24.86	175.70 25.10	181.72 25.96	185.64 26.52	189.42 27.06	193.27 27.61	197.19 28.17	201.04 28.72	204.75 29.25	208.53 29.79
B.Sc.N.	177.73 25.39	181.65 25.95	185.43 26.49	189.35 27.05	193.20 27.60	197.05 28.15	200.83 28.69	204.75 29.25	208.53 29.79	212.45 30.35

**REGULAR PART-TIME & CASUAL NURSES**

**SALARY SCHEDULE**

January 1, 1997 - March 31, 1997

(includes final Pay Equity adjustments)

CLASSIFICATION	STARTING	1 YR. (200 days worked)	2 YRS. (400 days worked)	3 YRS. (600 days worked)	4 YRS. (800 days worked)	5 YRS. (1000 days worked)	6 YRS. (1200 days worked)	7 YRS. (1400 days worked)	8 YRS. (1600 days worked)	9 YRS. (1800 days worked)
REGISTERED NURSE	161.63	165.20	168.91	172.48	176.05	179.69	184.03	186.83	190.19	193.55
PUBLIC HEALTH NURSE	182.21	183.89	189.91	193.83	197.61	201.46	205.38	209.23	212.94	216.72
B.Sc.N.	186.20	190.12	193.90	197.82	201.67	205.52	209.30	213.22	217.00	220.92

**APPENDIX "B"**  
**SALARY SCHEDULE**

**REGULAR PART-TIME & CASUAL NURSES**

April 1, 1997 - March 31, 1999

CLASSIFICATION	STARTING	1 YR. (200 days worked)	2 YRS. (400 days worked)	3 YRS. (600 days worked)	4 YRS. (800 days worked)	5 YRS. (1000 days worked)	6 YRS. (1200 days worked)	7 YRS. (1400 days worked)	8 YRS. (1600 days worked)	9 YRS. (1800 days worked)
REGISTERED NURSE	159.46 22.78	163.03 23.29	166.67 23.81	170.17 24.31	173.74 24.82	177.24 25.32	181.58 25.94	184.38 26.34	187.67 26.81	190.96 27.28
PUBLIC HEALTH NURSE	<b>179.90</b> 25.70	181.51 25.93	187.46 26.78	191.31 27.33	195.09 27.87	198.87 28.41	202.72 28.96	206.50 29.50	210.21 <b>30.03</b>	213.92 30.56
<b>B.Sc.N.</b>	183.75 26.25	187.60 26.80	191.38 27.34	195.23 27.89	199.01 28.43	202.79 28.97	206.57 29.51	210.42 30.06	214.13 <b>30.59</b>	217.98 31.14

The above rates include 6.5% in lieu of employee benefits and 6.0% in lieu of vacation.

APPENDIX "C"

SALARY SCHEDULE

REGULAR PART-TIME & CASUAL NURSES

part-time nurses (regular and casual) shall receive the same hourly rate as full-time nurses at each step on the salary grid for each classification.

Each part-time nurse (regular and casual) shall be placed on the salary grid in accordance with their service and seniority and **will advance** up the salary grid on the completion of two hundred (200) tours, or equivalent hours, worked.

Salary rates on the grid for part-time nurses (regular and casual) shall include **12.5% wance which includes 6% in lieu of vacation pay and 6.5% in lieu of employee efits.**

