

COLLECTIVE AGREEMENT

between



**THE
ONTARIO
NURSES'
ASSOCIATION**

**LOCAL 9
PUBLIC HEALTH**

and

**THE
REGIONAL
MUNICIPALITY
OF
NIAGARA**



APRIL 1, 2002 TO MARCH 31, 2005

COLLECTIVE AGREEMENT

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

ONTARIO NURSES' ASSOCIATION

LOCAL 9

PUBLIC HEALTH

APRIL 1, 2002 TO MARCH 31, 2005

THIS AGREEMENT MADE THIS *20th* DAY OF March, *2003*,

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

(hereinafter called the "CORPORATION")

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 Corporation 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 Corporation to provide the best possible community health services.

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

1.02 The words "employee(s) and/or nurse" when used throughout this Agreement shall mean Registered Nurses, or Graduate Nurses

ARTICLE 2 - REPRESENTATION AND ASSOCIATION SECURITY

2.01 All references to Officers, Representatives, Committee Members in this Agreement shall be deemed to mean employees of the Corporation who are Officers, Representatives and Committee Members of Local 9 – Public Health, Ontario Nurses' Association.

2.02 The Corporation agrees to recognize the following representatives of the Association:

- (a) A Negotiating Committee which shall be composed of a total of four representatives from each of the parties, one of whom shall be the Commissioner of Human Resources or designate, and one whom shall be the Staff Association Representative.

- (b) A Grievance Committee which shall be composed of not more than three (3) Association members;
- (c) Eight (8) Nurse Representatives in the Corporation's 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. The representatives shall be as follows:

Niagara Falls 1 Representative
 Fort Erie 1 Representative
 Welland 2 Representatives
 St. Catharines 3 Representatives
Sexual Health 1 Representative

- (d) A Nurse Management Committee composed of four (4) representatives of each of the parties, one of whom shall be the Commissioner of Human Resources or designate and one of whom shall be the Bargaining Unit President or designate. 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 **and/or negotiations** will not be discussed at these meetings. The duties of the Chairperson and Recording Secretary shall be rotated through the members of the Committee.
- (e) An Occupational Health and Safety Committee which shall be established in accordance with the provisions of the Occupational 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 case of an emergency. All time spent by Nurses fulfilling their responsibilities on this Committee shall be considered time worked and paid in accordance with this Agreement.

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

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

2.05 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 Corporation and that such nurses will not leave their regular duties without first obtaining permission from their Program Manager or her/his designate to leave such regular duties and will report back to their Program Manager or her/his designate upon resuming their regular duties.

2.06 (a) 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 Corporation. For those attending Grievances, pay will be kept whole up to, but not including Grievance Mediation and Arbitration. The parties have the right to decline grievance mediation on a without prejudice basis for reasons of financial constraints. For negotiations, the negotiating committee shall have their pay kept whole up to but not including Conciliation and any other Negotiating meetings agreed to between the parties.

(b) If either party submits a dispute to arbitration, that party remains responsible to ensure the proper notice of cancellation is provided to the arbitrator(s), in writing, with a copy to the other party. Failing which, said party will be solely responsible for any costs incurred.

2.07 The parties agree that there shall be no discrimination practiced against any nurse, in accordance with the Ontario Human Rights Code.

2.08 (a) The Corporation 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 Corporation will send to the Association once each month, its cheque for the dues deducted under this clause, ***accompanied by a report listing*** nursing staff from whom payroll deductions are being made, including Social Insurance Numbers for each nurse, ***and will also list additions or deletions to the list.***

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

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

2.09 The Corporation 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 Corporation shall notify the President or her/his designate of a new nurse(s) commencement date of employment. The President or her/his designate shall be given a reasonable period of time to meet the new nurse(s) and provide her/him with a copy of the Collective Agreement.

The Corporation will notify the President who will arrange for a mutually agreeable date and time for them to meet.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 The Association acknowledges that it is the function of the Corporation 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 Corporation;
- (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 Corporation will retain all functions of management inherent in it as a Corporation, save and except only such functions as are specifically modified or abridged by this Agreement;
- (d) The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Corporation 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 (s)he has first discussed her/his complaint with her/his 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/his 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/his decision in writing within six (6) working days of its receipt.
- 4.03 **STEP II**
- (i) 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 Commissioner of Human Resources or 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 Commissioner of Human Resources or 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.
 - (ii) Failing mutually satisfactory settlement of grievances at the appropriate step in the grievance procedure, the parties may, by mutual agreement, arrange the services of a Grievance Mediator whose objective is to assist the parties in reaching a solution. The parties will jointly share the expenses of the Grievance Mediator. It is understood the time limits of the complaint will be held in abeyance until the Grievance Mediation meeting has been held.
- 4.04 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.
- 4.05 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 Corporation does not give its answer within the allotted time limit, the grievance may be carried to the next step within the appropriate time allowed.

- 4.06 A Board of Arbitration shall be composed of one nominee of the Association, one nominee of the Corporation 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 Corporation and the Association.
- 4.07 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.
- 4.08 A complaint or grievance arising directly between the Corporation 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.
- 4.09 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing identifying each nurse who is grieving to the appropriate Director or designate within ten (10) working days after the circumstances, giving rise to the grievance, have occurred. The grievance shall be treated as being initiated at Step I and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 4.10 Nothing in this Article shall prevent the parties from agreeing to the appointment of a single Arbitrator that is mutually agreeable to both parties.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

- 5.01 (a) A claim by a nurse that (s)he has been discharged or disciplined without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step II within five (5) working days after the discharge or discipline or within five (5) working days after the Association has been notified, whichever is later.
- (b) Such grievance may be settled by confirming the Corporation's action or by reinstating the nurse, or by any other arrangement which is just and equitable in the opinion of the conferring parties or by an Arbitration Board.
- 5.02 In the event of a discharge or discipline, the Corporation will notify the Association and the nurse in writing as soon as possible and not later than two (2) working days after the discharge or discipline, giving the reason(s) for the discharge or discipline.

5.03 At any time discipline is to be imposed, a nurse is entitled to be represented by her/his nurse representative and the Corporation shall advise the nurse of this right in advance.

ARTICLE 6 - LEAVE OF ABSENCE

- 6.01 (a) The Corporation may grant to nurses, leave of absence with or without pay. Requests for leave of absence shall be in writing and shall be submitted reasonably in advance of the commencement of the leave, unless the circumstances make it impossible to do so. A reply in writing will be given within two (2) weeks except in the case of an emergency. Leave of absence shall not normally be granted in order for a nurse to be employed elsewhere.
- (b) A nurse who wishes to request a leave of absence without pay for reasons satisfactory to the Corporation during the months of July and August, shall submit this request in writing prior to March 15th.
- (c) Leaves of absence shall be arranged in such a manner that the workload, as calculated by the Corporation, will be adequately covered. Requests for such leave of absence shall not be unreasonably denied.

6:02 Pregnancy and Parental Leave

- (a) Pregnancy Leave
- (i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, 2000, except where amended in this provision.
- (ii) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (iii) Nurses shall continue to accumulate seniority and service benefits during said pregnancy leave. The Corporation shall continue to pay the premium for all applicable benefits unless the employee gives the Corporation a written notice that the employee does not intend to pay the employee's contribution, if any.
- (iv) The Corporation may temporarily fill the position during such leave. Upon return from such leave, the employee shall be reinstated to her/his former permanent position. If her/his position no longer exists, the employee may exercise her/his seniority rights in accordance with Article 10.
- (v) ***A nurse who is on pregnancy leave as provided under this agreement who is in receipt of Employment Insurance shall be paid a supplemental unemployment benefit.***

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

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

The nurse's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day prior to the commencement of the leave, times her/his 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, 2000***, except where amended in this provision.

A nurse is eligible to be granted a parental leave of up to ***thirty five (35)*** 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 Corporation 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.

- (ii) Nurses shall continue to accumulate seniority and service benefits during said Parental Leave. The Corporation shall continue to pay the premium for all applicable benefits unless the employee gives the Corporation a written notice that the employee does not intend to pay the employee's contributions, if any.
- (iii) The Corporation may temporarily fill the position during such leave. Upon return from such leave, the employee shall be reinstated to her/his former position in the program and/or office to which (s)he 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.

6.03 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 Corporation 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 Corporation will indicate the number of nurses that shall be considered under Article 6.03 (b).

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

- b) The Corporation 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/his duties, (s)he 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 Corporation may limit this to two 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, a leave of absence without loss of seniority and benefits up to two (2) years. During such leave of absence, salary and benefits will be kept whole by the Corporation, and the Association agrees to reimburse the Corporation on a monthly basis for such salary and the Corporation contributions to benefits. The nurse agrees to notify the Corporation of her/his intention to return to work within two (2) weeks following the termination of office.
- 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 Corporation and the Association agrees to reimburse the Corporation in the amount of the full cost of such salary and applicable benefits on a monthly basis.

- g) Upon mutual agreement between the Program Manager 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, (s)he shall not lose her/his regular pay because of such attendance provided that (s)he:

- a) notifies the Corporation immediately upon her/his notification that (s)he will be required to attend court;
- b) presents proof of service requiring her/his attendance;
- c) promptly repays the amount (other than expenses) paid to her/him for such service of attendance, to the Corporation.

Should a regular part-time nurse be scheduled to work, (s)he shall be paid in accordance with this Article for those hours (s)he 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/his 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, (s)he shall be paid in accordance with the Article for those hours (s)he was scheduled to work.

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

7.05 Where an employee does not qualify under Articles 7.01 and 7.02, the employee may request a leave without pay.

ARTICLE 8 - CLASSIFICATION AND SALARIES

- 8.01 Positions shall be classified according to Appendices "A" and "B" 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 "A" after each one-thousand and four hundred (1,400) hours worked to a maximum of one (1) increment on the grid per twelve (12) month interval.***
- 8.03 Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of employees within her/his Team; and/or assigned overall responsibility for client management in the Team; and/or assigned the responsibilities of a higher classification (whether or not such classification is included in the bargaining unit); the employee shall be called the Team Leader and be paid One Thousand Dollars (\$1,000) annually in addition to her/his regular salary and applicable premiums.
- 8.04 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, (s)he will receive on a pro-rata basis, the allowance for Team Leader responsibilities for the whole period. The Corporation will choose the temporary team leader.

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 ***Save and except mutually agreed flex time arrangements, pre-approved time worked by full-time nurses in excess of thirty-five (35) hours per week or seven (7) hours per day in a scheduled seven (7) hour day tour, shall be compensated by time off at a rate of time and one half (1.5x) or payment in lieu at a rate of time and one half (1.5x). Full-time nurses shall not be required to take time off his/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, save and except emergency situations when declared by the Medical Officer of Health. For clarification see proposed Letter of Understanding, Definition of Emergency.***

9.05 Nurses shall not suffer any loss of her/his regular daily salary in strictly those instances where the nurse has reported to work, commenced her/his normal duties and the Regional Chair subsequently declares all regional buildings closed due to adverse conditions.

9.06 The Corporation and the Association 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 to 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 hour of work schedule to deliver these special one-day programs.

- 9.07
1. The normal hours of work for full time employees are defined in Article 9.01
 2. By mutual agreement between the nurse and the immediate Program Manager, the hours of work between 0730 and 2300 may be flexed to meet the needs of the program, or for personal reasons.
 3. (a) Where possible, nurses working in excess of seven (7) hours per day must flex their hours such that the total hours of work will not exceed seventy (70) hours in a two (2) week period. It is further understood that all flex hours within the work week are compensated at straight time. The work week is defined as Monday to Sunday for the purposes of this Article.

(b) When the above 3(a) is not possible, nurse(s) may choose equivalent straight time off that will be scheduled at a mutually agreeable time within sixty (60) days of the date of occurrence.
 4. Notwithstanding Article 9.03, any pre-authorized hours, in excess of (70) hours as described above in Article 9.03 (3) (a) will be compensated at an overtime rate of time and one-half (1.5).

9.08 When a Nurse is directed by a Program Manager to attend an assignment that is in a geographic area which is outside her/his normal work area and normal work hours, then Article 9.03 (Overtime) will apply for such time required to travel to and from the base of operations, or the Nurse's 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 scheduled work day after the assignment, conference, seminar, or workshop has been completed. It is understood that any flex time arrangement is not affected by this clause.

9.09 *For the purposes of payroll calculations, the parties agree that the standard pay period week will be defined as being Sunday through Saturday inclusive. Any nurse who experiences a reduction in regular pay as a result of this one time conversion will be reimbursed for such loss of regular income. Any adjustments to shift schedules necessitated by this change will be in consultation with affected nurses.*

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 Corporation. Consideration shall be given by the Corporation to any request by a nurse for additional orientation.

10.02 (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 Corporation or the former Corporations; namely, the St. Catharines-Lincoln Health Unit, Welland District Health Unit, or any other Health Department which existed in the former Counties of Lincoln and Welland, less extended periods of absence when they were not on the payroll of any of the above Corporations.

(b) A seniority list showing each nurse's name, professional category and length of service shall be **revised and** posted **twice a year on April 1st and October 1st of each year, on all Ontario Nurses' Association** bulletin boards **in each office**. At the time of the posting, a copy of such list will be provided to the Association. It shall be the responsibility of each nurse to review and then inform the Corporation and the Association of any discrepancy **within thirty (30) days** following the posting of the **bi-annual** seniority lists.

(c) 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 and middle name if both have the same 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 9 - Public Health, and then subsequently obtained a position with ONA Local 9 – Public Health, 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.

- (d) Regular part-time and casual nurses shall accumulate seniority since last date of hire on the basis of one thousand, four hundred (1,400) hours of work, equaling one (1) year of seniority.
- (e) A nurse who transfers from full-time to part-time shall retain her/his seniority and shall be placed on the salary grid recognizing her/his seniority.

10.03 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 benefits from the Workplace Safety and Insurance Board;
- (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.
- (f) When a nurse transfers out of the bargaining unit for a period of twelve (12) months or less.

10.04 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.

(e) when a nurse transfers out of the bargaining unit for a period of twelve (12) months but not more than thirty-six (36) months.

10.05 Seniority shall be lost when a nurse transfers out of the bargaining unit for a period exceeding thirty-six (36) months. If the nurse returns to the bargaining unit, the nurse's seniority will accrue from the date of return to the bargaining unit.

10.06 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) **consecutive** months;

(d) on the expiration of period stated in Article 10.04 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/his employment.

(f) *The last day of the month in which a nurse retires.*

10.07 Any qualified regular part-time or full-time employee with the Corporation who becomes a member of ONA Local 9 – Public Health as the result of a permanent workplace accommodation due to a disability, shall transfer all accumulated seniority and/or credited service with the Corporation to ONA Local 9 – Public Health.

Any accrued frozen sick leave credits remaining from their employment with the Corporation 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.

10.08 Layoff:

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

(a) provide the Local Association with no less than sixty (60) days notice of layoff, and

- (b) meet with the Local Association and Labour Relations Officer to review the following:
 - (i) reason causing the layoff
 - (ii) the service which the Corporation will undertake after the layoff, and
 - (iii) the method of implementation including the area of cutback and the nurses to be laid off.

In the event of a layoff, the Corporation shall lay off probationary nurses 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 Corporation will not hire any new nurse to fill a vacancy where there is a nurse on layoff who is willing and qualified to fulfill the requirements of the job.

10.09 Recall:

Nurses shall be recalled to positions in the bargaining unit in reverse order of layoff. The laid off nurse(s) will be provided with recall rights to any vacant position (s)he is qualified to perform.

10.10 Effective the date of signing of this agreement, registered nurses on staff shall not be terminated by the Corporation 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.

It is understood that if the Corporation 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 their applications will receive reasonable consideration.

ARTICLE 11 - JOB POSTINGS AND VACANCIES

11.01 In all cases of transfer or promotion in the bargaining unit, the following factors shall be considered:

- (a) ability, experience and performance;
- (b) seniority

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

Save and except forced transfers, a nurse selected as the result of a posted vacancy or a request to transfer which she/he voluntarily accepted need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her/his selection.

11.02 A Nurse may advise the applicable Public Health Department Director in writing of her/his employment interest in a particular bargaining unit position should such a position become vacant during the Nurse's vacation or approved leave period. Her/his letter of interest will be retained for the length of her/his vacation or leave period and considered by the Corporation in accordance with 11.01 should the bargaining unit position so referenced be posted during the same period.

11.03 (a) All vacancies, new positions and promotions either full-time or part-time shall be posted by the Corporation 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 Corporation, (s)he will notify the Association in writing of this 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 Corporation may then hire a new nurse.
- (c) The name(s) of the successful applicant(s) shall be posted by the Corporation within two (2) weeks following the ***last interview of the competition*** for the posting and the Association shall be informed in writing of the successful applicant(s). ***The Corporation will notify the Association of the date of the last interview.***
- (d) Successful candidates shall commence their duties within thirty (30) calendar days of the closing date of the posting.

Nurses shall be given first opportunity to fill temporary vacancies. The Corporation 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/his former position. Vacancies expected to last three or more months shall be posted in accordance with Article 11.03 (a). A nurse who is absent due to illness or leave of absence shall have the right to return to her/his former position. The right to return to one's former position is contingent on that position still existing. Otherwise, the nurse may exercise her/his seniority rights in accordance with Article 10.

11.04 (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 Corporation, but shall be subject to Article 10.06 (d).

(b) When one (1) month's notice of intention not to return to work has been received by the Corporation from a nurse on leave of absence for pregnancy or adoption, a vacancy shall be deemed to have been created.

(c) The Corporation will advise the Association of any changes of nursing positions regardless of whether or not these changes require posting.

11.05 The Corporation 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.

11.06 A nurse will not be transferred from one office or responsibility to another within the Public Health Department without prior discussion between the Corporation 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 *Regular full-time and regular part-time nurses* 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/his Supervisor, to a maximum of two hours, to attend 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/his 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 Corporation.

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 (1) A part-time nurse shall not be entitled to a paid holiday as outlined in this Agreement if (s)he:

- (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/his scheduled regular day of work preceding or her/his 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.

(2) Part-Time nurses who have vacation scheduled within the four (4) 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.
* Refer to Appendix "C" for an Example

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

Effective January 1, 2000

- 13.01
- (a) A full-time nurse who has been employed for less than one (1) year on January 1st of the current year will receive vacation with pay on a pro-rata basis of one and two-thirds (1 $\frac{2}{3}$) 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 January 1st of the current year will receive twenty (20) working days vacation with pay annually.
 - (c) ***Effective January 1, 2003***, a full-time nurse who has been employed for ***fifteen (15)*** years or more will receive twenty-five (25) working days vacation with pay annually.
 - (d) A full-time nurse who has been employed for twenty-seven (27) years or more as of January 1st 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 January 1st 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 ***For the vacation period January 1st to December 31st, the Public Health Department shall post a vacation entitlement list by October 15th and the nurses shall indicate by November 1st the vacation they wish.***
- The Public Health Department shall post this list of the approved vacation periods by November 15th. After this date, the Corporation or the nurse shall not alter the vacation periods, unless by mutual consent.***
- 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 Corporation 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/his vacation.

13.05 *Vacations may be taken at any time of the year and shall be scheduled by seniority on a program basis. Requests for vacation will not be unreasonably denied. Vacations shall be arranged in such a manner that the workload will be adequately covered as determined by the Corporation.*

Nurses shall be given their choice of vacation according to their seniority. Any nurse who fails to submit her/his vacation requests at the designated times will have to select vacation days around vacation days already approved for nurses who have submitted their requests as per Article 13.02.

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

13.07 Nurses assigned to the Child/Youth Program 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 Corporation 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/his Program Manager of her/his 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/his return to duty, the nurse will advise the Program Manager of her/his return and the duration of her/his absence.

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 Workplace Safety and Insurance Act; and (4) to attend medical and other health-related appointments.

14.04 The Corporation 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) (s)he shall report same to the Program Manager's office as soon as possible;
- (b) the Corporation will pay her/his for the balance of the work day;
- (c) ***It is agreed that a nurse who is absent from work as a result of an illness or injury sustained at work, and who is waiting for approval from the WSIB for his/her current absence, will be advanced a base wage continuance in the amount equivalent to that provided for in the nurse's sick leave plan, until the time of approval or denial by the WSIB.***

The wage continuance is subject to the nurse's agreement to provide medical certification in accordance with Article 14.04.

Should such application be denied by the WSIB, any monies advanced by the Corporation during the adjudication period and appeal procedure, if applicable, will be charged to the nurse's sick leave plan in accordance with Article 14.

14.06 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, (s)he shall repay to the Corporation forthwith, the amount of all monies paid to her/his by the Corporation, 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 Corporation shall not exceed the amount recovered as aforesaid, and upon such repayment to the Corporation, the equivalent amount of any sick leave which may be deducted, shall be restored to such nurse.

14.07 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/his vacation.

14.08 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

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. ***It is the employee's responsibility to ensure (s)he is knowledgeable and up to date with respect to the employee benefit program and the provisions contained therein. The Corporation is not responsible for claim incurred by the employee that do not fall under the employee benefit program provisions or policy coverage of the carrier.*** 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
effective April 1st 2003 semi-private coverage is eliminated.

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 Corporation for one prescription drug claim of the bargaining unit experience for the previous 12 month period, with a cap of \$30 single/\$60 family. Employee reimbursement for prescription dispensing fees is capped at \$7.00 per prescription. Enrolled employees will have the option to utilize mail order pharmaceutical services. In addition, hearing aid entitlement is \$600 annually, and vision care \$250 every 24 consecutive months for Adults and \$125 per year for children 12 years of age and under. Where authorized by an attending physician, the service of a registered masseur at \$15 per visit, to a maximum of 12 visits per calendar year.

The Corporation agrees to contribute 90% of the billed claims towards coverage of eligible nurses in the active employ of the Corporation under the Liberty Health extended health care plan, with the balance of monthly claims paid by the nurse through payroll deduction. The Corporation will determine the employee paid portion of estimated claims experience of the employee group each year. Any subsequent need by the Corporation 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.

Effective April 1, 2003, the Corporation agrees to contribute 100% of the billed claims towards coverage of eligible nurses in the active employ of the Corporation under the Liberty Health extended health care plan as per Minutes of Settlement entered into between the Parties.

Item IV The Corporation agrees to purchase and administer a 100% employee premium paid group life insurance plan and an Corporation 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 Corporation. 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 Corporation agrees to contribute 75% of the billed claims towards coverage of eligible nurses in the active employ of the Corporation 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 Corporation will determine the employee paid portion of estimated claims experience of the employee group each year. Any subsequent need by the Corporation 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 (10%).

Effective April 1st, 2003 the above plan will be 100% Corporate Paid

The above Plan will provide additional coverage to a lifetime maximum of \$2,000, 50/50 co-insured as follows:

- Year I - Crowns
- Year II - Orthodontal services

Item VI Overage Rider

Dependent children under the guardianship of an enrolled employee is covered if he or she meets all of the following requirements:

- (a) unmarried
- (b) not living in a cohabitive state
- (c) not employed on a full-time basis

- (d) an eligible dependent (as defined by the Income Tax Act) of an enrolled person; and either;
 - (i) 21 years of age; or
 - (ii) 21 to 25 years of age and enrolled in full-time attendance at an accredited college or university.

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, V and VI.

- 15.02 In case of absence for illness or layoff, the Corporation 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/his 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/his cost. The Corporation 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 Corporation 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 Corporation 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 Corporation and the nurse shall make contributions to the Canada Pension Plan and Employment Insurance as required by legislation.
- 15.05 The Corporation 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 Corporation 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 Workplace Safety and Insurance benefits or any LTD benefits under this Agreement.
- 15.07 It is understood that the Corporation 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 Corporation 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 *Effective April 1, 2003, nurses shall be reimbursed for kilometers driven using their own personal automobiles for the Corporation's business use at the Corporation's request at a rate of \$0.389 cents per kilometer, and thereafter, as established and approved each year by Regional Council. The allowance shall not be below \$0.389 cents per kilometer for the term of this collective agreement.*

(In the event that Regional Council approves mileage allowance retroactive to a date before April 1st, 2003, it is understood and agreed such retroactivity will apply).

ARTICLE 18 - RESIGNATIONS

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

ARTICLE 19 - NEW EMPLOYEES

19.01 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 Corporation, 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 Corporation. 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 20 – EDUCATIONAL ALLOWANCE

20.01 The Corporation agrees to pay up to a maximum of one thousand, two hundred dollars (\$1,200) per year, including tuition and required text, toward the cost of any academic or technical course of study approved by the Corporation. Application for approval shall be made by the employee as required by the Corporation which shall have the exclusive right to determine whether or not such course is appropriate for the employee involved. A response from the Corporation to the employee shall be within one (1) month of the date of application. If the course is not deemed appropriate, the reason shall be given in writing to the employee. The Corporation shall also determine from time to time the conditions under which such payment shall be made and shall advise the Association immediately of any change of policy.

ARTICLE 21- REGULAR PART-TIME AND CASUAL NURSES

21.01 (a) A regular part-time nurse is one who has made a commitment to the Corporation 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 (s)he is working in. A casual nurse may decline the request to work.

21.02 (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:

- I. Article 7 Compassionate Leave
2. Article 6.04 Jury Duty
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 21.02 (b) and (c), the regular part-time and casual nurse shall receive salary at a rate of 12.75% in excess of her/his position on the salary grid as outlined in Appendices "A" and "B". It is understood that this 12.75% allowance will include 6% in lieu of vacation pay and 6.75% in lieu of benefits as outlined in Article 21.02 (b). The percentage in lieu shall be calculated on a daily basis.

ARTICLE 22 - COMMUNICATIONS CLAUSE

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

- (a) Commissioner of Human Resources
The Regional Municipality of Niagara
Human Resources Department
2201 St. David's Road, P.O. Box 1042
Thorold, Ontario, L2V 4T7
- (b) Bargaining Unit President(s) of the Ontario Nurses' Association
Regional Municipality of Niagara Public Health Department***
- (c) Labour Relations Officer
393 Rymal Road West
Suite 205
Hamilton, Ontario, L9B 1V2
- (d) All communication regarding grievances shall be sent by the Corporation to the Grievance Chair, Labour Relations Officer and Bargaining Unit President.***

ARTICLE 23 - DURATION

23.01 This Agreement shall be for a period of thirty-six (36) months commencing on April 1, **2002** and ending on March 31, **2005**.

23.02 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.

23.03 Negotiations with respect to renewal of this Agreement shall commence within fifteen (15) days of such notice unless mutually agreed otherwise between the parties.

ARTICLE 24 - GENERAL

24.01 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.

24.02 The Corporation agrees to designate an area on the existing bulletin board in each office for the use of the Association.

24.03 Pay Day

All nurses shall receive their pay by direct deposit.

Following agreement by all employee groups, the Corporation 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.

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

ARTICLE 25 - PROGRESS EVALUATIONS

- 25.01** (a) *A copy of the nurse's performance appraisal will be given to the nurse at the completion of his/her performance appraisal consultation. The nurse will acknowledge receipt of this performance appraisal consultation by signing the document following such discussion with the respective Program Manager. The nurse's signature will be strictly confirmation of receipt of the performance appraisal document and discussion of the information contained within the document. Should any differences of opinion arise concerning the content or comments contained in the performance appraisal, the nurse will identify those differences in the comment section of the performance appraisal form, or by appending a written response if applicable.*
- (b) The nurse at the time of her/his evaluation will review her/his 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 26 - PROFESSIONAL RESPONSIBILITY

- 26.01** In the event that the Corporation assigns a number of patients or a workload to an individual nurse or group of nurses such that (s)he or they have cause to believe that (s)he or they are being asked to perform more work than is consistent with proper patient care, (s)he 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 Corporation 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 27 - RETROACTIVITY

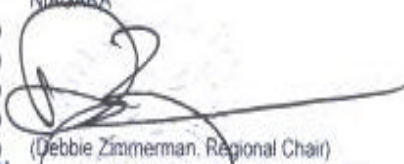
27.01 *All monetary items shall be effective April 1, 2002.*

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their respective corporate seals under the hands of their signing officers duly authorized in that behalf, as of this _____ day of _____.

SIGNED, SEALED AND DELIVERED

in the presence of

) THE REGIONAL MUNICIPALITY OF
NIAGARA

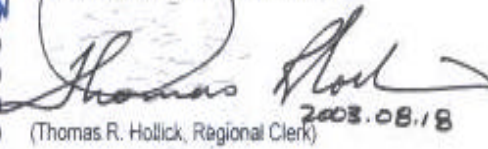


(Debbie Zimmerman, Regional Chair)

APPROVED FOR EXECUTION

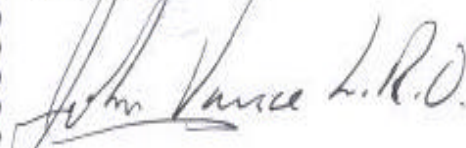
BWB

LEGAL SERVICES



(Thomas R. Hollick, Regional Clerk) 2003.08.18

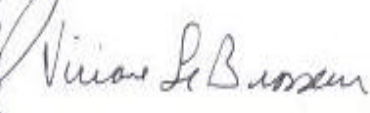
) ONTARIO NURSES' ASSOCIATION
Public Health



John Vance L.R.O.



Janet Gurr.



Vivian LeBosser

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF NIAGARA
AND
ONTARIO NURSE'S ASSOCIATION
PUBLIC HEALTH

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 Corporation 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 9 (Public Health) 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.

For the 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 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).

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 9 (Public Health) Collective Agreement, Guidelines for Layoff and Recall Procedures, will be effective, without retroactivity, upon signing of the Letter of Understanding.

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF NIAGARA
AND
ONTARIO NURSE'S ASSOCIATION
PUBLIC HEALTH

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/his layoff period will continue to have her/his 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.

(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.

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA

AND

ONTARIO NURSE'S ASSOCIATION
PUBLIC HEALTH

Without Prejudice or Precedent

**Community Support Worker – Team Leader
– Community Mental Health Program**

The Parties agree that the terms and conditions of the collective agreement shall be in force, and through this Letter of Understanding, provide a system of compensation for standby/on-call for the Community Support Worker – Team Leader in the Community Mental Health Program. The Parties have agreed to a standby/on-call system, which is detailed below and shall remain in effect for the duration of this agreement. It is understood this is program specific to the Letter of Understanding and does not imply modification of the collective agreement.

New Classification

The Parties have agreed to establish a new position for the provision of services under an enhanced Community Mental Health Program. The Parties agree the new position shall be:

Community Support Worker – Team Leader

A rate of pay shall be established for the position of Community Support Worker – Team Leader by the Human Resources Department's Salary & Classification's Coordinator in accordance with the collective agreement. Additional compensation will be provided in recognition of the Team Leader responsibilities by allowing \$1000 per annum to be paid (Appendix "A").

Standby/On-Call Duty

The position of Community Support Worker – Team Leader will be scheduled to take on-call on a rotational basis amongst the staff employed in this service.

The affected employees will be available and responsible for standby/on-call up to a maximum of 24 hours on call for a seven-day period during the following times:

- 1) Saturday, Sunday or paid Holidays standby coverage (to a maximum of 24 hours)
- 2) Weeknights, Monday through Friday (4:30 p.m. to a maximum of 8:30 a.m.)

Any Community Support Worker – Team Leader (full-time or part-time) who is scheduled to be “on-call” and responsible to provide service as detailed above shall be credited up to 21 hours of lieu time for each week of standby/on-call. It is understood by the parties that in the event the on-call service provided is reduced, the resulting lieu time credits shall be prorated proportionally. The lieu time will be taken during the week following the scheduled on-call. Upon mutual agreement between the Program Manager and Nurse the arrangement may be altered. It is preferred that all lieu time be used by December 31st. No more than 10 days of lieu time can be accumulated at any given time. Lieu time earned in December may be carried forward to the following year by mutual agreement.

Overtime and Time Off in Lieu

A Community Support Worker – Team Leader who performs work while on-call shall be credited with lieu time as follows:

Saturdays, Sundays and paid Holidays are to be credited with lieu time at the rate of time and one-half (1½) the regular hourly rate for each hour worked, calculated to the closest quarter hour.

Weeknights from 4:30 p.m. to a maximum of 8:30 a.m. are to be credited with lieu time at the rate of time and one-half (1½) the regular hourly rate for each hour worked, calculated to the closest quarter hour.

There will be no pyramiding of on-call pays.

The Community Support Worker – Team Leader who receives calls on paid holidays shall receive the equivalent number of hours worked in lieu time. The lieu time shall be taken during the week following the scheduled on-call. Upon mutual agreement between the Program Manager and the Nurse the arrangement may be altered. No more than 10 days of lieu time can be accumulated at any given time. All lieu time will be used before December 31st unless mutually agreeable arrangements have been determined between the Nurse and the Program Manager. Lieu time earned in December may be carried forward to the following year by mutual consent.

It is understood that for the purposes of telephone contact with clients, the Nurse would be subject to the applicable overtime rates as detailed above after fifteen (15) minutes of telephone contact dealing with a client’s need for service. If the conversation exceeds fifteen (15) minutes, it would be permissible for the Nurse to be compensated for this work by being credited with lieu time for the duration of the telephone call, calculated to the closest quarter hour.

The Community Support Worker – Team Leader will be provided, at the Corporation's expense with a communication device for responding to calls.

The Nurse scheduled for stand/by on-call may use his/her discretion as to the appropriateness or necessity of making a home visit or traveling to a hospital in the delivery of service to the client, he/she will be reimbursed for mileage and travel time as per the collective agreement.

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF NIAGARA
AND
ONTARIO NURSE'S ASSOCIATION
PUBLIC HEALTH

Postpartum Enhancement Program Follow-up Telephone Call Duty

- Purpose:** To meet the mandate of the Healthy Babies/Healthy Children Postpartum Enhancement Program within the jurisdiction of the Regional Municipality of Niagara – Public Health Department, as dictated by the Ontario Ministry of Health.
- Expectation:** To provide support and organize services by telephone as necessary for mothers and newborns released from hospital on postpartum discharge.
- Goal:** To comply with the Ontario Ministry of Health's mandatory requirements for a telephone follow-up within forty-eight (48) hours of postpartum discharge.

The Corporation and the Association agree as follows:

- The current normal hours of work for nurses covered by the Collective Agreement are between 0830 hours and 1630 hours, exclusive of one (1) hour meal break, Monday to Friday, defined in Clause 9.01;
- A weekend is defined, for the purposes of this Letter of Understanding, as hours between 1630 hours Friday to 0830 hours Monday;
- Weekend premium begins at 0001 Saturday until 2400 hours Sunday;
- The parties agree to the following terms of Postpartum Enhancement Follow-up Telephone Call Duty on weekends and holidays.
- This Letter of Understanding outlining Postpartum Enhancement Follow-up Telephone Call Duty forms part of the Collective Agreement.
- The Collective Agreement shall remain in effect except as modified below:

Telephone Duty on Weekends and Paid Holidays

1. a) Current full-time and/or part-time employees who wish to participate in the Postpartum Enhancement Telephone Duty will be allowed to participate. Such participation will be contingent on a mutually agreeable assignment to the shift schedule implemented to provide this service. Consideration shall be done on the basis of seniority.

b) The Corporation agrees to hire regular part-time or full time Public Health nurses to supplement the work scheduled for weekend days and paid holidays whose primary function may be to work the weekend days and paid holidays. Such nurses shall be part of the Parent/Child team working scheduled days within a normal work week of 0830 to 1630 hours Monday to Friday.
2. Such staff will be scheduled to work 0830 hours to 1630 hours on Saturday and/or Sunday and/or paid holidays, exclusive of one (1) fifteen (15) minute rest period per four (4) hour period of work, and a one (1) hour meal break per eight (8) hour period of work.
3. Such nurses will be paid their regular straight time hourly rate of pay for all hours scheduled to work on the Saturday and/or the Sunday.
4. Such nurses will be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours scheduled to work on a paid holiday, plus another day off with pay or a day's pay in lieu of, whichever is mutually agreeable between the nurse and the Corporation.
5. Time worked in excess of the regularly scheduled hours of work for such nurses who deliver the Postpartum Enhancement Program on Saturday and/or Sundays shall be compensated in accordance with Article 9.03 of the Collective Agreement.
6. Time worked in excess of the regularly scheduled hours of work for such nurses who deliver the Postpartum Enhancement Program on paid holidays shall be compensated at double time.
7. Such nurse(s) who are required to work Saturday and/or Sunday shall be paid a weekend premium of seventy-five cents (\$0.75) per each hour worked on a Saturday and/or a Sunday.
8. A weekend schedule shall commence with the day tour on Saturday at 0830 hours and shall end with the day tour on Sunday at 1630 hours. A paid holiday schedule shall commence with the day tour on the holiday at 0830 hours and end on the same day at 1630 hours. Scheduled Telephone Duty shall not be changed except by mutual consent.

9. Any request to change weekend and/or paid holiday scheduled work between two nurses, shall be made by mutual consent of the nurses involved and submitted in writing to the appropriate Program Manager at least one (1) week in advance of the requested change. No request shall be unreasonably denied. It is understood that such a request will not result in premium payments to the nurses concerned.
10. Such nurse(s) shall be scheduled at least every second weekend off. Should this limitation not be adhered to, the nurse(s) shall be paid one and one half (1½) times the nurses' regular straight time hourly rate of pay for the third and subsequent weekends and, this rate shall continue until the nurse(s) is scheduled off.
11. Where a nurse is scheduled off on a weekend, the nurse shall be scheduled off for a period of not less than sixty-four (64) consecutive hours between 1630 hours Friday and 0830 hours Monday.
12. In the event that a Public Health Nurse is required to make a home or hospital visit on Saturday/Sunday or a paid holiday (s)he shall include in her/his working time the time required to travel to and from her/his destination. Reimbursement for the mileage to travel to and from her/his destination will be compensated in accordance with Article 17.01 of the Collective Agreement.
13. The nurse scheduled for the Postpartum Enhancement Telephone Duty shall be provided, at the Corporation's expense, with an appropriate communication device.
14. At the request of either party, this Letter of Understanding will be reviewed within six (6) months of implementation.

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF NIAGARA
AND
ONTARIO NURSE'S ASSOCIATION
PUBLIC HEALTH

Child/Youth Program – Temporary Layoff

- (a) Nurses assigned to Child/Youth programs 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 a temporary layoff shall be the last Friday in June
- (b) The nurses who elect not to accept the July/August layoff shall be entitled to express their interest in accepting occasional or temporary assignments which arise for which they are qualified to perform said available work, and when such work is available during the layoff period. Such notification of interest shall state any restrictions on the type of assignment which the nurse is willing to accept, and shall remain valid for the layoff period. In the event the nurse declines an occasional or temporary assignment, the Corporation shall not be obliged to call upon the nurse again during the balance of the layoff period. These nurses will be returned to their former positions on September 1st.
- (c) Nurses who elect to accept the July/August layoff shall be returned to their former positions on September 1st.
- (d) In the event the workload decreases to the point where the Corporation is unable to offer occasional or temporary assignments to laid off nurses in the Child/Youth program, said nurses may exercise their seniority rights within the Child/Youth program or any other program which they are qualified to perform.

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF NIAGARA
AND
ONTARIO NURSE'S ASSOCIATION
PUBLIC HEALTH

Letter of Understanding - Job Sharing Arrangement(s)

Purpose: To respond to the request of the Regional Municipality of Niagara Public Health staff to improve their working conditions and quality of life.

The Parties recognize and agree to the following:

- That job sharing position(s) will only be permitted on a team if the Association and the Corporation agree to such position(s).
 - That the job sharing arrangement will commence upon signing this Letter of Understanding.
 - That the schedule to be worked by the job sharers shall equal one (1) Full Time position.
 - That this Letter, outlining the Job Sharing arrangement(s), forms part of the Collective Agreement.
 - That the Parties have agreed to the following terms for job sharing at the Regional Municipality of Niagara – Public Health Department.
 - That the Collective Agreement shall be in effect except as modified below:
- A. The Corporation and the Association agree to implement up to three (3) job sharing positions.

B. Job Sharing is defined as an arrangement where the following conditions apply:

(a) Job Sharing shall be considered on a job by job basis and shall be initiated through a written application by the incumbent in a permanent full-time position to the Program Manager and forwarded to the Human Resources Department. The incumbent in a permanent full-time position. Fills one part of the job sharing arrangement.

(b) Upon approval by the Human Resources Department, the job sharing partner opportunity will be posted and filled according to the Collective Agreement.

All employees being considered for job sharing shall have satisfactorily completed their probationary period in accordance with Article 10.01 (a) of the Collective Agreement.

(d) The duties performed, or responsibilities of other staff members, shall not be altered or changed to accommodate the job sharing arrangements.

(e) Upon entering a job sharing partnership, each job sharer shall become a part-time employee subject to the relevant terms of the Collective Agreement.

(f) Total hours worked by one pair of job sharing partners shall equal one (1) full-time position with the expectation that each partner will work at least thirty percent (30%) of the available time (i.e. 3 days/2 days; 6 days per month). The division of hours of work shall be determined by mutual agreement between the two (2) employees and their Manager. Schedules must be submitted monthly in writing at least one (1) month in advance. The Manager shall be notified in writing at least two (2) weeks in advance regarding any changes to prescheduled shifts.

(g) Each job sharer shall endeavour to cover their partner's vacation, planned leaves of absence and incidental leaves, including illness. These arrangements will be made in consultation with the Program Manager to ensure reasonable notice to all parties. This coverage shall occur without a change in employment status. Job sharers shall not be expected to cover for their partner in cases of temporary absence exceeding six (6) weeks.

- (h) If one (1) of the job sharers voluntarily leaves a partnership, the remaining partner has the option to:
- Return to her/his former status if the appropriate position still exists;
 - Vacate her/his position and accept a casual status position if such a position exists
 - Request the Corporation re-post the vacated job sharing position

If requested, and with mutual agreement to re-post the job sharing position, the Corporation will post and fill the vacated job sharing position as per the Collective Agreement.

- (i) It shall be the responsibility of each job sharer to communicate all pertinent information to each other and to keep informed of current workplace communications and activities.
- (j) Successful job sharing candidates shall commence their duties as per the job sharing arrangement within thirty (30) calendar days of the closing of the posting.
- (k) The Association and the Corporation may meet, within a six (6) month period, in order to review the *Job Sharing Arrangement(s)*. Such review may be requested in writing by either Party.
- (l) The Association or the Corporation either Party may discontinue the *Job Sharing Arrangement(s)* with sixty (60) days written notice. Any reason for discontinuing the *Job Sharing Arrangement(s)* will be given at that time.

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF NIAGARA
AND
ONTARIO NURSE'S ASSOCIATION
PUBLIC HEALTH

Letter of Understanding – Standby

- Purpose:** To support the Public Health Department in meeting the mandate of the twenty-four (24) hour response for Infectious Disease services as dictated by the Ontario Ministry of Health.
- Expectation:** Infectious Disease Program staff nurses will rotate weekend and paid holidays as per Article 12 on standby to respond by telephone and/or in person to calls received from the Regional Dispatch.
- Goal:** To provide service excellence in relation to Infectious Disease case management, surveillance and outbreak management from 0830 to 1630 hours on Saturdays, Sundays and Paid Holidays as per Article 12.

The terms of the present Collective Agreement are in effect, except as amended below:

1. Standby will be scheduled from 0830 to 1630 hours on Saturday, Sunday and Paid Holidays as per Article 12.
2. ID nurses will self-schedule to take standby duty on an optional rotation basis by seniority. If the program needs cannot be met with a voluntary schedule, standby duty will be assigned by the Manager, equitably by reverse seniority amongst all the ID nurses currently engaged in the ID Program.
3. ID nurses required and scheduled to be on standby duty shall be provided with a cellular telephone by the Corporation for the period of standby duty. The ID nurse on standby will remain available to be contacted on this cellular telephone through Regional Dispatch, or Manager as necessary.
4. An ID nurse scheduled for standby duty, as defined in this Letter of Understanding, shall be credited with three and one-half (3 ½) hours in payment or in lieu time for each eight (8) hours scheduled.

5. If an ID nurse, while on standby duty, is required to leave his/her residence to make a service call, the ID nurse shall be compensated at the rate of time and one-half (1½) for all hours worked during the service call, including travel time to and from the Health Department and/or emergency site, in payment, or in lieu time.
6. Telephone call work done while on standby shall be compensated in lieu time off or payment at the rate of time and one-half (1½). For clarity, time spent on the telephone responding to calls shall be recorded and totalled for each daily period of standby duty. Such total time for telephone calls each day as reported will be rounded to the next fifteen (15) minutes.
7. ID nurses who accumulate lieu time while on standby duty shall receive time off at a mutually agreeable time. Accumulated lieu time shall be used or paid out by December 31st annually. Subject to approval by the Division Director, a nurse may be allowed to carry over up to thirty-five (35) hours of lieu time if the nurse requests approval in writing no later than November 30th. Such requests shall not be unreasonably denied.
8. This Letter of Understanding will be reviewed in six (6) months and at any time at the request of either party. Changes to this Letter of Understanding require the consent of both parties.

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF NIAGARA
AND
ONTARIO NURSE'S ASSOCIATION
PUBLIC HEALTH

Letter of Understanding – New

The parties agree to meet and discuss criteria required which constitutes an emergency situation, as it applies to the scheduling of work hours.

Criteria for definition of emergency include, but not limited to, the following:

- Pandemic
- Bioterrorism attack
- Water contamination
- Environmental disaster
- Transportation disaster
- Outbreak of Infectious diseases

Or any other emergency as declared by the Medical Officer of Health.

MEMORANDUM OF AGREEMENT

Between:
THE REGIONAL MUNICIPALITY OF NIAGARA
(hereinafter referred to as “the **Corporation**”)

and:

ONTARIO NURSES' ASSOCIATION
and its LOCAL 9 - PUBLIC HEALTH

RE: Pay Equity for Public Health and Homes Registered Nurses

Whereas the parties received two decisions from Pay Equity Review Officer Nichola Martin dated October 22, 2001 and there is a dispute as to whether these decisions cover retroactivity from January 1, 2000 to October 21, 2001, and if not, whether any retroactivity other than that from January 1, 1999 to March 31, 1999 is owed;

And whereas the parties are desirous of fully and finally settling all matters in dispute between them regard these issues;

The parties agree as follows:

1. The Region will provide full retroactivity for both the Homes and Public Health Registered Nurses, this includes the R.N., P.H.N., the BScN, and the Nurse Practitioners, for the period February 1, 2001 to October 21, 2001. In addition, the Region will provide full retroactivity for the Registered Nurses in the Homes from November 22, 2000 to January 31, 2001. The calculations for these payments will be in accordance with the formulas set out in the Pay Equity Plans dated February 1995 (Homes, with multiplier 1.0622) and December 1994 (Public Health, with multiplier 1.0014). The retroactivity payments will be paid in separate cheques by January 30, 2003, and sooner if possible.
2. The parties agree that all future wage increases agreed or awarded are global in nature, such that they include economic and pay equity obligations. Negotiated increases shall set a minimum upon which any further increases required to maintain pay equity shall be applied. That is, the cumulative wage increases in any Collective Agreement will be the minimum the Registered Nurses will receive over the course of the Collective Agreement and the times they are set to receive them will be the latest that they will in fact receive them.

For further clarity, any future pay equity increases as a result of the male comparator receiving a wage increase will count towards any economic increases agreed or awarded in the Collective Agreement. As an example, if the parties agree or are awarded in their Collective Agreement 3% wage increases in 2003, 2004 and 2005, and their male comparators are given wage increases of 2% in those years, the employees will receive 2% in pay equity each year, and 1% additional to reach the 3% in the Collective Agreement. As a further example, if the parties agree or are awarded in their Collective Agreement 3% wage increases in 2003, 2004 and 2005, and their male comparators are given wage increases of 5% in those years, the employees will receive 5% in pay equity each year and nothing additional.

If the nurses negotiate a 3% increase for each of 2003, 2004 and 2005, and the male comparator receives a wage adjustment of 3% in 2003 and 4% in 2004 and 2% in 2005, the nurses will receive 3% to maintain pay equity for 2003, they will receive 4% to maintain pay equity in 2004, and they will receive 2% in 2005. As a further example, if the male comparator receives multiple wage adjustments in any year, the nurses shall receive the same adjustments at the same time, i.e., if the nurses negotiate a 3% increase for each 2003, 2004, and 2005, and the male comparator receives a wage adjustment of 3% in 2003, 4% in January 2004 and a further 1% in April 2004, and 2% in 2005, the nurses will receive 3% to maintain pay equity for 2003, they will receive 4% to maintain pay equity in January 2004, and a further 1% in April 2004, and they will receive 2% in 2005.

As a further example, if the parties agree or are awarded in their Collective Agreement a 3% wage increase in April 2003 and their male comparators are given a wage increase of 1% in January 2003, the employees will receive 1% in pay equity in January 2003 and 2% in April 2003 to complete their economic increase.

As a further example, if the parties agree or are awarded in their Collective Agreement 3% wage increases in April 2003 and 2004, and their male comparators are given wage increases of 1% in 2003 and 6% in January 2004, the employees will receive 3% in April 2003, 3% in January 2004, and 0% in April 2004.

As a further example, if the parties agree or are awarded in their Collective Agreement a 2% wage increase in April 2003 and a 3% wage increase in April 2004, and their male comparators are given wage increases of 4% in January 2003 and 0% in 2004, the employees will receive a 4% increase in January 2003, no increase in April 2003 and a 1% increase in April 2004.

As a further example, if the parties agree or are awarded in their Collective Agreement a 10% wage increase in April 2003 and no increases for 2004 and 2005, and their male comparators are given wage increases of 3% in 2003, 2004, and 2005, the employees will receive 10% in April 2003 and no other increases.

The above examples are non-exhaustive; rather, they are examples of the application of the overall principles.

3. The Employer will advise the Union, in writing, within two weeks of any decision by the Regional Council to increase the rates for the male comparators. These increases shall be implemented for the nurses at the same time as they are for the comparators, and confirmation with comparative calculations shall be sent to the Union within two weeks of implementation.
4. The Employer's pay equity plan for the Homes and for the Health Unit shall be the original pay equity plan with the following male comparators; Supervisor, Water Operations; Supervisor, Forestry and Road Operations; Supervisor, Roads and Bridges Operations; Supervisor, Roads Operations; Supervisor, Signs and Pavement Operations; Planner, Current; Planner, Policy; Supervisor, Traffic Signal Operations.
5. This Memorandum of Agreement may be relied upon by either party in any future or ongoing negotiations, interest arbitration or Pay Equity proceeding.
6. ONA agrees to withdraw its outstanding Pay Equity Appeal and Review Officer application.

SCHEDULE "A"

Article 26.01 (b) (l) - Professional Responsibility

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SCHEDULE "B"

The Regional Municipality of Niagara

and

**ONTARIO NURSES' ASSOCIATION
PUBLIC HEALTH**

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 Corporation 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 Corporation 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 the Workers' Safety & Insurance Board, you will receive disability benefits that are paid by your Corporation. You are eligible for sick pay benefits upon completion of your probationary period.

Recurrence of Disability

When 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 cause, 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 period 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 WSIB 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/his manager or delegate according to her/his 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/his regular occupation and is able to perform all the regular duties of her/his 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 Corporation including:

- vacation days and holidays granted
- temporary layoffs
- interruptions of services as approved by the LTD carrier where applicable
- authorized absences

| | |
|------------------------------|--|
| Disability | When an employee has a medically determinable physical or mental impairment due to injury or disease which prevents her/his from performing the duties of her/his occupation. |
| Earnings | Base salary as previously defined, excluding overtime, premiums, or any other compensation. |
| Existing 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. |
| Illness | When an employee becomes disabled due to non-occupational illness/injury and is unable to perform the essential duties of her/his regular work. |
| Long 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 | <p>Any job, task, function or combination thereof that an employee with temporary or permanent partial disability may perform safely without unreasonable risk of 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:</p> <ul style="list-style-type: none"> · her/his regular duties for shorter or alternate hours; · part of her/his 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/his regular occupation. |

Short Term Disability

An absence where the employee notifies her/his manager or delegate that (s)he 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
ONTARIO NURSES' ASSOCIATION
PUBLIC HEALTH

| | | | | | | | | | |
|--------------------------|----------------------------------|--|---|---------------|---------------|---------------|---------------|---------------|---------------|
| 100% | Employee receives 100% of salary | Employee can top up with sick leave credits at 25% of salary | <p align="center">Appendix "A" Salary Schedule ONA Local 9 - Public Health April 1, 2003</p> | | | | | | |
| | | | | | | | | | |
| Regular Full-Time | | | | | | | | | |
| | Position | Grade | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year | 6 Year |
| Working Days | R.N. | A30 | \$26.4451 | \$26.9211 | \$27.4057 | \$27.8990 | \$28.4012 | \$28.9124 | \$29.4329 |
| Working Days | R.N. + 50% | A38 | \$27.3394 | \$27.8315 | \$28.3325 | \$28.8425 | \$29.3616 | \$29.8901 | \$30.4282 |
| Working Days | R.N. + 75% | A35 | \$28.2337 | \$28.7500 | \$29.2693 | \$29.7915 | \$30.3151 | \$30.8409 | \$31.3679 |
| Working Weeks | Team Leader | A30A | \$26.1004 | \$26.5603 | \$27.0285 | \$27.5051 | \$27.9903 | \$28.4842 | \$28.9870 |
| Working Weeks | R.N. + 75% Team Leader | A39A | \$28.7832 | \$29.2914 | \$29.8088 | \$30.3354 | \$30.8716 | \$31.4174 | \$31.9730 |
| | Public Health Nurse | A31 | \$28.5849 | \$29.0994 | \$29.6232 | \$30.1564 | \$30.6992 | \$31.2518 | \$31.8143 |
| | BScN | A32 | \$29.1280 | \$29.6523 | \$30.1860 | \$30.7294 | \$31.2825 | \$31.8456 | \$32.4188 |
| | BScN Team Leader | A32A | \$29.6775 | \$30.2018 | \$30.7355 | \$31.2789 | \$31.8320 | \$32.3951 | \$32.9683 |
| | Nurse Practitioner | A33A | \$37.8664 | \$38.5480 | \$39.2418 | \$39.9482 | \$40.6672 | \$41.3992 | \$42.1444 |
| | Nurse Practitioner Team Leader | A34A | \$38.4159 | \$39.0975 | \$39.7913 | \$40.4977 | \$41.2167 | \$41.9487 | \$42.6939 |

| | | | | | | | | | |
|---------------------------------------|---------------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Regular Part-Time & Casual | | | | | | | | | |
| | Position | Grade | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year | 6 Year |
| | Registered Nurse | A40 | \$29.8169 | \$30.3536 | \$30.9000 | \$31.4562 | \$32.0224 | \$32.5988 | \$33.1855 |
| | Public Health Nurse | A41 | \$32.2294 | \$32.8096 | \$33.4001 | \$34.0013 | \$34.6134 | \$35.2364 | \$35.8707 |
| | BScN | A42 | \$32.8418 | \$33.4329 | \$34.0347 | \$34.6474 | \$35.2710 | \$35.9059 | \$36.5522 |
| | Nurse Practitioner | A43A | \$42.6943 | \$43.4628 | \$44.2452 | \$45.0416 | \$45.8523 | \$46.6777 | \$47.5179 |

Part-Time and Casual rates include 6.75% in lieu of employee benefits and 6.0% in lieu of vacation

**Appendix "A" Salary Schedule ONA Local 9 - Public Health (continued)
April 1, 2004**

| Regular Full-Time | | | | | | | | | | | |
|--------------------------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Position | Grade | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year | 6 Year | 7 Year | 8 Year | 9 Year |
| RN | A30 | \$27.8862 | \$28.3881 | \$28.8991 | \$29.4193 | \$29.9489 | \$30.4879 | \$31.0367 | \$31.5954 | \$32.1641 | \$32.7431 |
| R.N. + 75% | A39 | \$28.7984 | \$29.3167 | \$29.8444 | \$30.3816 | \$30.9285 | \$31.4852 | \$32.0519 | \$32.6289 | \$33.2162 | \$33.8141 |
| RN Team Leader | A30A | \$26.6114 | \$27.0805 | \$27.5580 | \$28.0442 | \$28.5391 | \$29.0429 | \$29.5558 | \$30.0779 | \$30.6094 | \$33.2926 |
| R.N. + 75% Team Leader | A39A | \$29.3479 | \$29.8662 | \$30.3939 | \$30.9311 | \$31.4780 | \$32.0347 | \$32.6014 | \$33.1784 | \$33.7657 | \$34.3636 |
| Public Health Nurse | A31 | \$29.1565 | \$29.6814 | \$30.2156 | \$30.7595 | \$31.3132 | \$31.8768 | \$32.4506 | \$33.0347 | \$33.6293 | \$34.2347 |
| BScN | A32 | \$29.7105 | \$30.2453 | \$30.7897 | \$31.3439 | \$31.9081 | \$32.4825 | \$33.0672 | \$33.6624 | \$34.2683 | \$34.8851 |
| BScN Team Leader | A32A | \$30.2600 | \$30.7948 | \$31.3392 | \$31.8934 | \$32.4576 | \$33.0320 | \$33.6167 | \$34.2119 | \$34.8178 | \$35.4346 |
| Nurse Practitioner | A33A | \$38.6237 | \$39.3189 | \$40.0266 | \$40.7471 | \$41.4806 | \$42.2272 | \$42.9873 | \$43.7611 | \$44.5488 | \$45.3507 |
| Nurse Practitioner Team Leader | A34A | \$39.1732 | \$39.8684 | \$40.5761 | \$41.2966 | \$42.0301 | \$42.7767 | \$43.5368 | \$44.3106 | \$45.0983 | \$45.9002 |

| Regular Part-Time & Casual | | | | | | | | | | | |
|---------------------------------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Position | Grade | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year | 6 Year | 7 Year | 8 Year | 9 Year |
| Registered Nurse | A40 | \$31.4417 | \$32.0076 | \$32.5838 | \$33.1703 | \$33.7673 | \$34.3752 | \$34.9939 | \$35.6238 | \$36.2650 | \$36.9178 |
| Public Health Nurse | A41 | \$32.8740 | \$33.4657 | \$34.0681 | \$34.6813 | \$35.3056 | \$35.9411 | \$36.5881 | \$37.2466 | \$37.9171 | \$38.5996 |
| BScN | A42 | \$33.4986 | \$34.1016 | \$34.7154 | \$35.3403 | \$35.9764 | \$36.6240 | \$37.2832 | \$37.9543 | \$38.6375 | \$39.3330 |
| Nurse Practitioner | A43A | \$43.5482 | \$44.3321 | \$45.1300 | \$45.9424 | \$46.7693 | \$47.6112 | \$48.4682 | \$49.3406 | \$50.2288 | \$51.1329 |

Part-Time and Casual rates include 6.75% in lieu of employee benefits and 6.0% in lieu of vacation

APPENDIX "B"

SALARY SCHEDULE

REGULAR PART-TIME & CASUAL NURSES

All 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 each two hundred (200) tours, or equivalent hours, worked.

The salary rates on the grid for part-time nurses (regular and casual) shall include 12.75% allowance which includes 6% in lieu of vacation pay and 6.75% in lieu of employee benefits.

* Effective the 1st Day of the Month following Ratification

APPENDIX "C"

Part-time nurses will be paid 7 hours for the identified paid holidays (12.01) which shall be deducted from their normally scheduled standard hours of work for that week, as per their assigned position. For Example:

Nurse A – assigned to 17.5 hours per week would be paid 7 hours for the holiday and work 10.5 hours for the remainder of that week as scheduled by the Manager.

Additional hours may be approved upon mutual agreement between the Manager and the nurse.

NOTE: THE BOLD AND ITALICS PRINT REPRESENTS NEW CLAUSES OR CHANGES FROM THE PAST COLLECTIVE AGREEMENT.

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