

COLLECTIVE AGREEMENT

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA  
PUBLIC HEALTH  
(hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION  
(hereinafter referred to as the "Association")

Expiry Date: March 31, 2017

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE AND RECOGNITION .....	1
ARTICLE 2 – REPRESENTATION AND ASSOCIATION SECURITY .....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	4
ARTICLE 4 – GRIEVANCE PROCEDURES .....	4
ARTICLE 5 – DISCIPLINE AND DISCHARGE.....	6
ARTICLE 6 – LEAVE OF ABSENCE.....	7
ARTICLE 7 – COMPASSIONATE LEAVE.....	11
ARTICLE 8 – CLASSIFICATION AND SALARIES .....	12
ARTICLE 9 – HOURS OF WORK .....	13
ARTICLE 10 - SENIORITY.....	16
ARTICLE 11 - LAYOFF AND RECALL.....	18
ARTICLE 12 – JOB POSTINGS AND VACANCIES .....	22
ARTICLE 13 – PAID HOLIDAYS.....	24
ARTICLE 14 - VACATIONS .....	26
ARTICLE 15 – INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN .....	28
ARTICLE 16 – EMPLOYEE BENEFITS .....	29
ARTICLE 17 – RETIREMENT .....	32
ARTICLE 18 – CAR ALLOWANCE .....	33
ARTICLE 19 – RESIGNATIONS .....	33
ARTICLE 20 – EDUCATIONAL ALLOWANCE.....	33
ARTICLE 21 – REGULAR PART-TIME AND CASUAL NURSES .....	33
ARTICLE 22 – COMMUNICATIONS CLAUSE.....	35
ARTICLE 23 – DURATION .....	35
ARTICLE 24 – GENERAL.....	35
ARTICLE 25 – PROGRESS EVALUATIONS .....	36
ARTICLE 26 – PROFESSIONAL RESPONSIBILITY .....	36
ARTICLE 27 – RETROACTIVITY.....	37
LETTER OF UNDERSTANDING # 1 .....	40
Re: Postpartum Enhancement Program to Follow-Up Telephone Call Duty .....	40
LETTER OF UNDERSTANDING # 2 .....	43
RE: School Health Elementary/School Health Secondary Programs – Temporary Layoff .....	43
LETTER OF UNDERSTANDING #3 .....	44
Re: Job Sharing Arrangement(s) .....	44
LETTER OF UNDERSTANDING # 4 .....	47
Re: Standby .....	47
LETTER OF UNDERSTANDING # 5 .....	49
Re: Pay Equity for Public Health and Homes Registered Nurses .....	49
LETTER OF UNDERSTANDING #6 .....	52
Re: Assertive Community Treatment Team (ACTT) .....	52
LETTER OF UNDERSTANDING # 7 .....	56
Re: Corporate Benefit Strategy.....	56
SCHEDULE A – ONA LOCAL 9 – PUBLIC HEALTH .....	57
SCHEDULE “B” .....	60
Re: Integrated Health Disability Income Insurance Plan .....	60
GLOSSARY OF DEFINITIONS.....	62
SCHEDULE “C” .....	65
ONA Public Health Layoff and Bumping Process .....	65
APPENDIX “A”.....	67
Re: Article 26.01 (b) (i) – Independent Assessment Committee Chairpersons .....	67
APPENDIX “B” .....	68
Employee Financed Leave.....	68

THIS AGREEMENT MADE THIS 28<sup>th</sup> DAY OF APRIL, 2015

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(Hereinafter called to as the "Corporation")

And

ONTARIO NURSES' ASSOCIATION

(Hereinafter called to as 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, graduate nurses and Nurse Practitioners employed by the Corporation within the Public Health Department 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, or Nurse Practitioners.

1.03 Gender neutral pronouns will be included in this Agreement.

**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 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 (4) representatives from each of the parties, one of whom shall be Director Human Resources or designate, and one whom shall be the ONA Labour Relations Officer.

(b) A Grievance Committee which shall be composed of not more than three (3) Association members;

- (c) Two (2) representatives at each of the Corporation's various worksites where members of the Association are employed to assist nurses in the representation of any complaints or grievances that may arise, if the Nurse Representative's assistance is required by the aggrieved nurse.

The parties agree and recognize that only one (1) representative at a site at any given time shall be allowed to leave her/his work to represent an employee or group of employees when assistance for representation has been requested by an aggrieved nurse or a group of aggrieved nurses.

- (d) A Nurse Management Committee composed of four (4) representatives of each of the parties, one of whom shall be Manager Employee Relations 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 unless mutually agreed to by the parties. Agendas will be exchanged within 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 Corporation and the Union will alternate in filling the position of Chair from meeting to meeting. The Corporation shall provide the Recording Secretary.
- (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 monthly 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 or harassment practiced against any nurse, in accordance with the *Ontario Human Rights Code*, the *Ontario Labour Relations Act*, the Corporate Harassment in the Workplace Policy or the Corporate Respectful Workplace Conduct Policy as may be amended from time to time. The Parties further agree that it is in their mutual interest to ensure the workplace environment is respectful and free of inappropriate behaviour or other offensive conduct.
- 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 **corresponding electronic** 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 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; and,
  - (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, or electronically, 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 or electronically 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 or electronically to Director Human Resources or designate within ten (10) working days of the date of submission or such longer period as is mutually agreed upon. **A meeting will then be held between the Director Human Resources or designate, the Chairperson of the Grievance Committee**

**and the ONA Labour Relations Officer. It is understood that such meeting shall occur within ten (10) days of the receipt of the grievance at Step II or such longer period as is mutually agreed upon. It is further understood that the grievor may be present at the meeting.**

The decision of the Director Human Resources or designate shall be in writing or electronically, sent to the Chairperson of the Grievance Committee and the Labour Relations Officer 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) working 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 (1) nominee of the Association, one (1) nominee of the Corporation and a third person who shall act as Chairperson on the joint recommendation of the two (2) 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 **Policy Grievance**

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 **Group Grievance**

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.

4.11 In this Article the word “days” shall exclude Saturdays, Sundays and paid holidays.

**ARTICLE 5 – DISCIPLINE AND DISCHARGE**

5.01 (a) A claim by a nurse that (s)he has been discharged or suspended 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 suspension or within five (5) working days after the Association has been notified, whichever is later. It is understood that grievances for any other form of discipline shall be initiated at Step I of the grievance procedure.

(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 three (3) 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, **and notify an ONA Office Representative that a meeting will be taking place.**

5.04 Any letter of expectation, or coaching/counseling, will be removed from the record of a nurse twelve (12) months following receipt of such letter.

Any letter of reprimand, suspension, or other disciplinary sanction, will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or any other disciplinary sanction provided that the nurse's record has been discipline-free for such eighteen (18) month period.



## 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.
  - (d) The parties recognize the entitlement of nurses to **Leaves of Absence, including but not limited to** Emergency Leave and Family Medical Leave as contemplated by the Employment Standards Act 2000 of Ontario (ESA). The parties agree that nurses shall be entitled to such leaves in accordance with the ESA as amended from time-to-time.

### 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 11.

- (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 provided the nurse submits proof to the corporation initially at the onset of her leave that she is in receipt of EI maternity benefits. It is understood that submission of proof can be provided by the nurse by either one of the following: electronically via scan copy into e-mail; facsimile; hard copy; or any other form acceptable to the corporation.

That benefit will be equivalent to the difference between eighty-four percent (84%) 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 eighty-four percent (84%) 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.
- (ii) 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, 2000*. A nurse who is eligible for a parental leave may extend the parental leave of 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.
- (iii) 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.

- (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 position in the program and/or office to which (s)he was assigned.
- (v) A nurse who is on parental leave as provided under this agreement who is in receipt of Employment Insurance shall be paid a supplemental unemployment benefit provided the nurse submits proof to the corporation, on a bi-weekly basis, that s/he is in receipt of EI parental benefits. It is understood that submission of proof can be provided by the nurse by either one of the following: electronically via scan copy into e-mail; facsimile; hard copy; or any other form acceptable to the corporation.

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 thirty-five (35) week entitlement under Employment Insurance shall be topped by the Corporation for a period of **eight (8)** weeks so that the nurse receives seventy-five percent (75%) of her/his current earnings.

The nurse's regular weekly earnings shall be determined by multiplying her/his regularly 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).

- (c) The nurse, on written request of at least one (1) month in advance of intended commencement of extension of such leave, will not be unreasonably denied to extend such leaves to an additional twelve (12) months, it being understood that such additional leave shall be without pay.

### 6.03

#### Professional Development

- (a) Information concerning professional development, educational courses, and/or workshops pertaining to any aspect of Public Health Nursing practice shall be communicated to nurses by the Corporation, as far in advance as possible, so that the nurses may express an interest in the developmental opportunity.
- (b) The Corporation shall continue the nurse's salary, pay registration expenses, and reasonable travel expenses for all approved developmental opportunities in accordance with policy, resources, and operational requirements.
- (c) For the CNO Quality Assurance Program (s)he shall be granted leave of absence with pay to write the required examination as prescribed by the CNO in accordance with policy, resources, and operational requirements.

- (d) Upon mutual agreement between the Program Manager and the nurse, hours of work may be altered in order to permit attendance at developmental opportunities, or other mutually agreeable arrangements to facilitate participation.

#### 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.

#### 6.05 Association Business Leave

- (a) Leave of absence with pay to attend Ontario Nurses' Association meetings shall be granted if requested, but the Corporation may limit this to two nurses and not exceed twenty (20) days per year. **A nurse may take one half (1/2) day's leave and the Corporation shall deem the nurse to have taken one half (1/2) of a day's leave for the purposes of this section.**

If the Association finds it necessary, they may request an additional twenty (20) days unpaid leave per year.

It is understood that leave of absence pursuant to this article shall not apply to activities within the scope of Article 2.

- (b) A nurse who is elected to the office of the President of the Ontario Nurses' Association shall be granted, upon request, a leave of absence without loss of seniority and benefits for 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 four (4) weeks prior to the termination of office. Notwithstanding the above, an extension of an additional two (2) year term may be granted on written application to the respective Director and copied to the Director Human Resources. Further, a nurse on leave of absence under this clause shall be entitled to return to her/**his** former position at the expiration of the leave, or will exercise her/his seniority rights in accordance with Article 11 if her/his former position is no longer available.

- (c) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than the office of President or is elected to the position of Local Coordinator, shall be granted leave of absence without pay up to a total of ninety (90) calendar 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 for in Article 6.05 (a) 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.

#### 6.06 Prepaid Leave Plan

Nurses who wish to avail themselves of a prepaid leave from employment shall be allowed to do so in accordance with the requirements of Appendix "B" to this agreement.

### **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, parent, brother, sister and grandchild.
- 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 **step child, step parent**, mother-in-law, father-in-law; grandparent, brother-in-law, sister-in-law, **son-in-law, daughter-in-law**; or,
  - (b) person who is a blood relative of the nurse of her/his spouse, and is normally a resident in the nurse's household and has been dependent upon the nurse.
- 7.03 A nurse will be granted **one (1)** working day leave of absence without loss of normal salary in the death of a **grandparent-in-law**.
- 7.04 Should a regular part-time nurse be scheduled to work, (s)he shall be paid in accordance with the Article for those hour (s)he was scheduled to work.
- 7.05 In cases where travel time is required, additional leave of absence without pay shall be granted by the Corporation.
- 7.06 Where an employee does not qualify under Articles 7.01 and 7.02, the employee may request a leave without pay.
- 7.07 Where **compassionate** leave is required during a nurse's approved vacation, the nurse shall be permitted to reschedule those vacation days at a later time.

## **ARTICLE 8 – CLASSIFICATION AND SALARIES**

8.01 Positions shall be classified according to **Schedule "A"** and salaries shall be paid according to the rates applicable for the periods specified therein.

8.02 (a) Regular part-time nurses shall advance up the grid as outlined in **Schedule "A"** after each one-thousand and four hundred (1400) hours paid to a maximum of one (1) increment in the grid per twelve (12) month interval.

(b) Regular full-time nurses shall advance up the grid as outlined in **Schedule "A"** after each one-thousand eight hundred and twenty (1820) hours worked or deemed 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 Five Hundred Dollars (\$1,500) 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.

### 8.05 New Employees

Starting salaries of nurses hired after the signing of this Agreement shall include recognition of related experience in 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 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; and,
- (c) any increments approved shall be retroactive to the date of hire.

When a nurse is appointed to another position in the bargaining unit, the nurse will be placed on the salary grid in such a way as to ensure that no loss in wages shall occur. The movement from part-time to full-time does not constitute a loss of wages with respect to the loss of payments for in lieu of benefits and vacation.

For greater clarity the nurse shall no longer be entitled to payment for in lieu of benefits and vacation.

The voluntary movement from a higher paid classification to a lesser paid classification shall result in the nurse being placed on the salary grid of the new classification based on her/his total seniority plus her/his credit for previous experience as contemplated by this article. Movement from the position of Public Health Nurse to Nurse Practitioner shall only be recognized for previous experience as a Nurse Practitioner.

## **ARTICLE 9 – HOURS OF WORK**

9.01 The standard hours of work for full-time nurses covered by this agreement shall be thirty-five (35) hours per week.

The work week is defined as Monday to Saturday for the purposes of this Article.

9.02 (a) Nurses will normally work seven (7) hours between the hours of 8:00 a.m. to 5:00 p.m. daily, Monday to Friday, exclusive of a one (1) hour unpaid lunch break and will be entitled to two (2) fifteen-minute paid rest periods per day.

Nurses who are scheduled to work less than a five (5) hour shift will receive one (1) fifteen minute paid rest period.

(b) It is understood that scheduled hours of work may vary from time- to-time within respective Program areas. These may include hours of work after 5:00 p.m and no later than **10:00** p.m. unless mutually agreed between the nurse and their Manager to work later than **10:00** p.m.

(c) It is further understood that scheduled hours of work may include hours of work on Saturdays. As such, employees scheduled to work on Saturday shall have 2 consecutive days off unless mutually agreed between the nurse and their Manager. Such nurses will be paid their regular straight time hourly rate of pay for all hours scheduled to work on Saturday plus the applicable premium.

9.03 (a) The method for scheduling nurses will be determined by the Manager in each respective Program, including the utilization of self-scheduling.

The Manager will maintain a master schedule of no less than four (4) weeks posted in advance. Any changes to the master schedule will be subject to operational needs and communicated, where possible, at least seventy-two (72) hours in advance to the affected nurses.

Hours of work will not exceed seventy (70) hours in a two (2) week pay period except in accordance with 9.03 (c) below, with Manager approval based upon the work assigned to the team which, depending on the nature of the work, may include hours after 5:00 p.m. or on Saturday. Nurses may be scheduled two (2) evenings and one (1) Saturday per month, unless mutually agreed to between the Manager and the nurse to work greater than that. **Where any work is not covered by voluntary scheduling, qualified nurses will be scheduled by the Manager equitably by reverse seniority within the program to a maximum of four (4) evening shifts and one (1) Saturday per month.**

**Notwithstanding the above, the Employer may require the same nurse to facilitate time limited evening and/or Saturday group sessions/series to provide continuity of care for the duration of the session/series. Where these group sessions/series cannot be staffed by a nurse by voluntary scheduling, qualified nurses will be scheduled by the Manager equitably by reverse seniority within the program.**

A nurse may request a change to their work schedule subject to operational requirements and Manager approval.

Work normally assigned after 5:00 p.m. on weeknights shall be paid at straight time plus the applicable premium. These hours shall not attract overtime pay except in accordance with 9.05 where the employee has worked more than seventy (70) hours in a two (2) week pay period.

- (b) The Manager, on the basis of reverse seniority within a Program, will assign any work beyond 5:00 p.m. and/or on Saturdays that is not covered by normal, self-scheduling or on a voluntary basis.
- (c) It is expected that the majority of nurses will work between the hours of 8:00 a.m. to 5:00 p.m. except as required above. However, nurses will be allowed to work additional hours per day, with Manager approval, provided that the operational requirements of the program are met. Nurses shall accrue such additional time as flex time to be taken off at straight time at a later date.
- (d) Nurses by mutual consent may request in writing/email to exchange hours of work between them, subject to Manager approval. It is understood that such exchange will not result in overtime payment to any nurse.

#### 9.04

- (a) Where the work week includes evening and/or Saturday work, such hours shall be paid at straight time plus applicable premium. Any evening or Saturday work shall not attract overtime pay except where the Nurse has worked more than seventy (70) hours in a two (2) week pay period.
- (b) The nurse shall receive a premium of \$1.60 for each hour worked after 5:00 p.m., Monday to Friday inclusive in accordance with approved evening scheduling.
- (c) The nurse shall receive a premium of \$1.65 for each hour worked on Saturday in accordance with approved Saturday scheduling.
- (d) It is understood that there shall be no pyramiding of overtime and premiums. These premiums are not payable to a nurse who is earning wages at overtime rates.



- 9.05 Save and except mutually agreed flex time arrangements, pre-approved time worked by full-time, part-time, and casual nurses in excess of seventy (70) hours in a two (2) week period 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 two (2) week period.
- 9.06 In the event an emergency is declared by the Medical Officer of Health (MOH), or the Associate MOH, notwithstanding seniority, nurses will be required to work according to operational needs. All staff may be contacted and requested to work, including those nurses on vacation, leave, flex, etc... Requests to work during emergencies may be refused only in extenuating circumstances.
- 9.07 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 or designate subsequently declares all regional buildings closed due to adverse conditions.
- 9.08
- (a) Where possible, nurses working in excess of seven (7) hours per shift 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.
  - (b) When (a) above is not possible, nurse(s) may, with Manager approval accrue flex time and choose equivalent straight time off that will be scheduled at a mutually agreeable time within four (4) months of the date of occurrence.
  - (c) Notwithstanding Article 9.05, any pre-authorized hours, in excess of (70) hours as described above in Article 9.05 will be compensated at an overtime rate of time and one-half (1.5).
- 9.09 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 9.05 (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.
- 9.10 Additional hours that become available in a program will be offered first to regular part-time nurses in the affected program in accordance with seniority, then to casual nurses within the affected program.
- When additional hours are offered outside the affected program, these hours shall be offered in accordance with seniority to regular part-time nurses, then to casual nurses within the affected Division who respectively have received program specific training to perform said work. Additional hours may be offered outside the affected Division in accordance with seniority provided the nurses have received program specific training to perform said work.

It is understood efforts reasonable in the circumstance will be made to offer additional hours in accordance with seniority. However, from time-to-time operational exigencies, including but not limited to, infectious disease outbreak, may require immediate staffing as available through telephone by the on-standby Manager or designate.

## **ARTICLE 10 - SENIORITY**

### 10.01 (a) Probationary Period

Newly hired nurses shall be subject to a probationary period of eight hundred (800) hours worked for full-time, 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, save and except where the termination is arbitrary, discriminatory, or in bad faith. 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.

(b) A seniority list showing each nurse's name, professional category and length of service in full-time and/or part-time hours recognized for seniority purposes shall be brought up-to-date following each pay period and a copy shall be posted to the Corporation's intranet system and a copy sent to the Union. Accordingly, at any time during working hours, up-to-date seniority information shall be available to the Union and its members. It shall be the responsibility of each nurse to review and then inform the Corporation and the Association of any discrepancy within sixty (60) days following the most recent update of the seniority lists.

The list shall reflect all hours paid or hours credited under various leave provisions in the Collective Agreement and recognized for purposes of seniority. The hours for full-time and part-time status shall be shown as separate totals.

Full-time and part-time nurses including casual nurses shall accumulate seniority for all hours paid including the straight time portion of overtime hours worked. For the purposes of job posting competitions and approving vacation conflicts, seniority shall not predate the nurse's date of hire.

Total lifetime seniority shall be the resultant of the calculation by adding full-time and part-time seniority.

## (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 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 his/her 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 sick leave including the period of disability covered by Employment Insurance as outlined in Schedule 'B', or while in receipt of Long Term Disability benefits;
- (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 thirty (30) consecutive calendar days;
- (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; and,
- (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 laid off due to reduction in staff up to a maximum of eighteen (18) months from date of layoff;
  - (b) when on leave of absence for educational purposes;
  - (c) for an approved leave of absence without pay in excess of thirty (30) consecutive calendar days other than 10.03 (b), (c) and (e); and,
  - (d) when a nurse transfers out of the bargaining unit for a period of twelve (12) months but not more than **eighteen (18) months**.
- 10.05 Seniority shall be lost when a nurse transfers out of the bargaining unit for a period exceeding **eighteen (18) 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)** 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 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 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.

## **ARTICLE 11 - LAYOFF AND RECALL**

It is understood that wherever it states "nurse" it is implied/understood to mean any member of the bargaining unit.

### 11.01 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 ONA's 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, the number of nurses to be laid off, and the name(s) of the nurse(s) who may be affected. Following such discussion, a meeting with representatives of the Corporation, the Association and the affected nurse(s) shall be held to advise the nurse(s) of the impending layoff and her/his (their) rights in accordance with the Collective Agreement.

In the event of a layoff, the Corporation shall lay off all probationary nurses within the specific program first, and the most junior nurses within the specific program and office to meet the required staffing needs at that given location, 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, with appropriate orientation if necessary.

A nurse who has been notified of a layoff may:

1. accept the layoff, or;
2. opt to retire if eligible under the terms of the collective agreement and OMERS legislation, or;
3. elect to transfer to a vacant position, as outlined and defined in Article 11.02, or;
4. displace a junior nurse, as outlined and defined in Article 11.02

The Corporation will provide the Association with an up-to-date seniority list, dated at the end of the pay period previous to the original date of notification as required by Article 11.01 (a). This will be the 'official' layoff seniority list for all layoff notification(s) issued subject to the said layoffs identified during the discussions between the parties in Article 11.01 (b). Any new nurse who is hired into any program after the 'official' layoff seniority list is created shall be added to this list for the duration of said layoffs.

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

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 fulfil the requirements of the job, with appropriate orientation if necessary.

For the purposes of Article 11, the word "days" shall be working days.

## 11.02 Exercising of Seniority Rights – Bump

When an individual elects to exercise her/his seniority rights, the nurse must do so by displacing a less senior nurse or vacant position provided the nurse has the necessary qualifications. It is understood that a vacant position shall be defined as a position for which the internal posting process has been completed and no successful applicant has been appointed.

For purposes of bumping:

- (a) a senior nurse may bump any junior nurse or vacant position regardless of guaranteed weekly hours; for example, a full-time nurse can bump a part-time nurse or part-time vacant position and vice versa.
- (b) the senior nurse will assume the location, hours of work, and assignment originally held by the junior nurse or vacant position.
- (c) the Corporation will attempt to administer the bumping chain as expeditiously as possible and, where feasible, will retain an affected nurse(s) at her/his 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 nurse be laid off while a junior nurse is at work.
- (d) An individual, who bumps into a particular position, will be advised in writing by the Human Resources Division with an effective date duly noted.
- (e) The parties agree to administer the Layoff and Bumping Process, as may be amended from time to time, as outlined in the attached Schedule “C”.

## 11.03 Recall Provisions

- (a) 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, with appropriate orientation.
- (b) A nurse who has been displaced from her position and is unable to bump another nurse, since (s)he is the most junior nurse, will be laid off (temporary termination as per the Employment Standards Act).
- (c) In this instance, the junior nurse will be provided with recall rights to any vacant position (s)he 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 Division prior to external recruitment.
- (d) Recall provisions will be provided for eighteen (18) months from the date the layoff became effective (i.e. last day worked).

#### 11.04 Distribution of Extra Hours to Laid Off Nurses

Distribution of extra hours will be offered to full-time and part-time laid off nurses on the basis of seniority, subject to the nurse in question having the 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 is 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 extra hours in order of seniority up to 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.

#### 11.05 Benefits, Seniority and Vacation Entitlement to Laid Off Nurses

A nurse shall be entitled to paid holidays, which occur during the first (4) weeks of any layoff, or for any layoff of four (4) weeks or less duration.

The foregoing applies to any affected nurse provided (s)he has worked on her/his last scheduled shift prior to the start of the layoff and that the nurse returns when recalled and works on her/his first scheduled day of work after recall. Further, the date of recall must fall within thirteen (13) calendar weeks of the date of layoff.

##### (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 in the Collective Agreement.

The laid off nurse will also receive seniority and vacation credit as per Article 10.04 (a) and 10.06 (c) 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 Article 16.02.

The nurse's seniority and vacation credits will be adjusted in accordance with the provisions of the Collective Agreement, article 10.04 (a), 10.06 (c) and 14.06.

## (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 article 16.02 of 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 and the Corporation shall also maintain its contributions 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.

11.06 Layoff – Less than 12 Month Positions

Nurses who apply for and accept full-time positions, which are subject to annual periods of layoff, shall not have the right to exercise the bumping provisions provided to laid off nurses within this Collective Agreement. For greater clarity the parties agree that nurses who post into positions which are full-time but where the work is for less than twelve (12) months per year these nurses shall be seen as accepting the shortened work year as a condition of the employment and as such they may not displace another nurse during the subject period(s) of layoff. In addition nurses who have accepted such positions shall be subject to the following conditions:

- (a) Seniority shall be calculated in accordance with Article 10.04 (c) and,
- (b) Annual vacation entitlement shall be prorated in accordance with Article 14.06; and,
- (c) Benefits shall be maintained during any annual layoff period in accordance with the requirements of Article 11; and,
- (d) Contributions to the pension plan shall be in accordance with the OMERS policy/regulations.

**ARTICLE 12 – JOB POSTINGS AND VACANCIES**

- 12.01 In all cases of vacancies, whether new positions, transfers or promotions 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 (s)he voluntarily accepted need not be considered for a further temporary vacancy for a period of up to six (6) months from the date of her/his selection.

12.02 A Nurse may advise the applicable Staffing Specialist in writing/email 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 12.01 should the bargaining unit position so referenced be posted during the same period.

12.03 (a) All vacancies, new positions and promotions either full-time or part-time shall be posted by the Corporation electronically through the Corporation's intranet and/or internet systems, for a period of seven (7) calendar 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, the Corporation will notify the Association in writing of this intent, including reasons for not posting, within a reasonable length of time.

Should a successful candidate to any posting vacate the position within **eight (8)** weeks of the appointment date, the Corporation shall have the option of revisiting the posting file prior to reposting.

- (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 electronically by the Corporation on a monthly basis capturing all successful applicants from within the previous calendar month. The Association shall be informed in writing of the successful applicant(s).
- (d) Successful candidates shall commence their duties within thirty (30) calendar days of the date of acceptance of the position.
- (e) Bargaining Unit Nurses shall be given first opportunity to fill temporary vacancies. Vacancies expected to last three or more months shall be posted in accordance with Article 12.03 (a). 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 normally exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. However, should such temporary vacancy require to be extended, it may be extended for a maximum of six (6) months without the requirement to post the extension period. If there is a requirement to extend a temporary vacancy as outlined above, the

Corporation shall notify the Association of this intent, including the reasons for doing so, within a reasonable amount of time. Upon completion of the temporary vacancy, the nurse will be returned to her/his former position. 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 11.

- 12.04 (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.
- 12.05 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.
- 12.06 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 13 – PAID HOLIDAYS**

- 13.01 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
Family Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Eve Day
Civic Holiday	

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

- 13.02 (a) A nurse who is scheduled to work and who works on a day which is designated by the Corporation to be recognized as a holiday or works the actual day of the 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. It is understood that nurses shall only receive a lieu day with pay for working on either a recognized holiday or the actual holiday and not both.

- (b) Hours worked in excess of a nurse's regularly scheduled seven (7) hours on a paid holiday shall be compensated at double time (2x) the nurse's straight-time hourly rate of pay, subject to the nurse having prior manager approval for working the aforementioned excess hours.

13.03 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.

13.04 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.

13.05 (1) Regular part-time nurses will be paid seven (7) hours for the identified paid holidays found at (13.01) of this article which shall be deducted from their normally scheduled standard hours of work for that week, as per their assigned position.

For example:

A nurse who is assigned to work seventeen and one-half (17.5) hours per week would be paid seven (7) hours for the holiday and work ten and one-half (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.

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

- (a) fails to work her/his scheduled regular day of work preceding or her/his scheduled regular day of work following a paid holiday;
- (b) has agreed to work on a paid holiday and who, without reasonable cause, fails to report for and perform the work.

13.06 Casual Nurses – Paid Holiday Entitlement

A casual nurse shall be entitled to a paid holiday as outlined in this Agreement and shall receive a regular days pay of seven (7) hours pay as paid holiday pay if (s)he:

- (a) Earns wages on at least twelve (12) days of one-half day or more in the four (4) weeks preceding a paid holiday; and,
- (b) Works her/his scheduled hours on her/his last scheduled day preceding the holiday; and,
- (c) Works her/his scheduled hours on her/his first scheduled day following the holiday, unless excused by the employer and/or is absent for legitimate reasons; and,
- (d) Reports to work on the holiday, as agreed and scheduled.

In the event that a casual nurse has not earned wages on at least twelve(12) days in the four (4) weeks preceding a paid holiday, the default entitlement shall be in accordance with the Employment Standards Act (2000).

- 13.07 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 14 - VACATIONS**

- 14.01
- (a) A full-time nurse who has been employed for less than one (1) year on January 1<sup>st</sup> 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 1<sup>st</sup> of the current year will receive twenty (20) working days vacation with pay annually.
  - (c) 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-four (24) years or more as of January 1<sup>st</sup> 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 1<sup>st</sup> of the current year will receive one (1) 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.
  - (i) Full-time nurses who transfer to a permanent part-time or casual position, or transfer out of the bargaining unit, shall have any accrued outstanding vacation, holiday, flex, etc...banks paid out upon the transfer, at the next available pay date.
- 14.02 For the vacation period January 1<sup>st</sup> to December 31<sup>st</sup>, the Public Health Department shall post a vacation entitlement list by October 15<sup>th</sup> and the nurses shall indicate by November 1<sup>st</sup> the vacation they wish.

The Public Health Department shall post this list of the approved vacation periods by November 15<sup>th</sup>. After this date, the Corporation or the nurse shall not alter the vacation periods, unless by mutual consent.

- 14.03 No changes shall be made to the vacation period except by the mutual consent of the employee and the Manager.
- 14.04 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.
- 14.05 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 14.02.
- 14.06 A nurse who has been absent without pay in excess of thirty (30) consecutive calendar days, save and except **School Health Elementary/School Health Secondary Program** nurses who accept a temporary layoff for July and August, shall receive vacation on a pro-rata basis.
- 14.07 Nurses assigned to the **School Health Elementary/School Health Secondary 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.
- 14.08 Progression on the part-time vacation grid shall be based on date of hire.
- Part-time vacation pay entitlement shall be in accordance with the vacation progression grid herein:
- |                        |     |
|------------------------|-----|
| Upon hire              | 6%  |
| At 10 Years of Service | 8%  |
| At 17 Years of Service | 10% |
| At 28 Years of Service | 12% |
- Effective January 1, 2010, part-time vacation pay entitlement shall be in accordance with the vacation progression grid herein:
- |                        |     |
|------------------------|-----|
| Upon hire              | 6%  |
| At 10 Years of Service | 8%  |
| At 17 Years of Service | 10% |
| At 24 Years of Service | 12% |
- (See Schedule "A")

Nurses who have vacation entitlement of 6% shall be required to take three (3) weeks off for vacation in each year but are entitled to take up to four (4) weeks of vacation leave.

Nurses who move to 8%, 10% or 12% on the vacation grid shall be required to take four (4), five (5), or six (6) weeks off work respectively for vacation in each year.

Notwithstanding the foregoing, a regular part-time or casual nurse will receive entitlement to not less than four (4) calendar weeks' vacation leave without pay annually.

## **ARTICLE 15 – INTEGRATED HEALTH DISABILITY INCOME INSURANCE PLAN**

15.01 The Corporation will provide an "Integrated Health Disability Income Insurance Plan" for full-time nurses with three (3) months' service or more and absent from the workplace due to disability as detailed in the attached Schedule "B".

In any event, a nurse's eligibility to receive benefits under the Integrated Health Disability Income Insurance Plan agreed to in this Agreement shall receive an amount which shall not be less than the amount required to meet the employment Insurance Premium Reduction Criteria.

15.02 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.

15.03 Nurses shall receive sick leave benefits in accordance with Article 15.01 for time lost to (1) illness; (2) injury; or (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*.

Nurses shall be entitled to have fifteen (15) hours of paid leave each twenty-four (24) months in order to attend their own medical/health related appointments. Travel time may be included in this paid leave. It is understood that for newly hired nurses or for nurses who transfer to a full-time position, medical appointment time will be pro-rated for the remaining duration of the 24 month period.

There shall be no carryover of unused medical/health related time and medical/health related time shall be reset at the expiry of each twenty-four (24) month period.

15.04 The Corporation may require a nurse to produce a Treatment Memorandum Form completed by a qualified medical practitioner for any illness, certifying that such nurse is unable to carry out her/his duties due to illness or injury. Should there be a cost to the nurse for the completion of the Treatment Memorandum Form such cost shall be reimbursed by the Corporation to a maximum of \$75.00 dollars should the receipt be provided within ten (10) working days of the employer receiving the Treatment Memorandum Form.

- 15.05 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 amount equivalent to that paid under an approved WSIB benefit, 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 15.04.
- Should such application be approved by WSIB, any monies advanced by the Corporation during the adjudication period and appeal procedure, if applicable, will be immediately repaid by the nurse to the Corporation once the nurse is in receipt of monies from WSIB.
- 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 15.
- 15.06 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 15.01, (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.
- 15.07 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.
- 15.08 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.
- 15.09 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 16 – EMPLOYEE BENEFITS**

- 16.01 The general employee benefit program for full-time nurses shall be subject to coordination of benefit payments where a nurse and her/his 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 The Corporation agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible nurses in the active employ of the Corporation under the current carrier or equivalent. Extended health care plan for said benefits commencing the first day of the month following the completion of sixty (60) calendar days after the date of hire as follows:

The current carrier or equivalent, provider-paid, extended health care Formulary 3, mandatory generic plan or equivalent, with an annual employee deductible representing ten percent (10%) of the total prescription fee up to a maximum of \$40.00 single and \$100.00 family per calendar year.

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
- Vision care **\$400** every 24 consecutive months for adults, with benefits being assignable to laser eye surgery at the employee's option once in a lifetime, and \$125 per year for children 12 years of age and under.
- Included in the above **\$400** vision care, **\$80** for an eye exam every 24 consecutive months.
- Services from registered or certified practitioners for chiropractic, massage therapy, physiotherapy, naturopath, podiatrist to a combined maximum of **five hundred dollars (\$500)** annual entitlement per enrolled subscriber per calendar year.
- Services from Speech Therapist (Physician recommendation required) \$200 per calendar year
- Services from Psychologist \$200 per calendar year
- Carrier Deluxe Travel Plan

Item III Effective April 1, 2012, the Corporation agrees to purchase, administer and contribute 50% of the billed premiums toward a group life insurance plan and agrees to purchase and administer a 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 sixty (60) calendar days after the date of hire up to age seventy (70) or as prescribed by the carrier. Full-time employees age seventy (70) or greater are subject to life insurance volume reductions as prescribed by the insurance carrier. 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 insurance coverage of \$3,000.

Item IV The current carrier 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 include bridges in the major restorative coverage as provided by the Plan.

The Corporation agrees to contribute 100% of the billed claims towards coverage of eligible nurses in the active employ of the Corporation under the current carrier or equivalent 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%).

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

Crowns, and Orthodontal services

Item V Overage Rider

Dependent children under the guardianship of an enrolled employee is covered if her/his or (s)he meets all of the following requirements:

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

16.02

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 **Division** 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 (1) month in arrears of payment, or should the employment relationship be rescinded.

- 16.03 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.
- 16.04 The Corporation and the nurse shall make contributions to the Canada Pension Plan and Employment Insurance as required by legislation.
- 16.05 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.
- 16.06 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.
- 16.07 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.
- 16.08 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 and in Article 16.09.
- 16.09 The Corporation shall provide the OMERS 90 Factor retiree life-time Dental and Extended Health benefit coverage with a combined maximum \$10,000 for the retiree, or until the retired employee attains 65 years of age, whichever the earlier.

## **ARTICLE 17 – RETIREMENT**

- 17.01 It is understood that once a nurse has determined a date of retirement, (s)he is responsible to advise her/his Manager in writing of her/his intent to retire and specify the retirement date. It is preferred that the Nurse provide written notice of retirement no less than three (3) months in advance of the retirement date as a reasonable notice period to process the retirement. It is understood that should reasonable notice not be provided as outlined above, it may cause a delay in the processing of OMERS benefits.

## **ARTICLE 18 – CAR ALLOWANCE**

- 18.01 When requested by the Corporation to use their personal automobile for Corporation business, nurses who do so shall be reimbursed at the rate established annually by the CCRA and approved by Regional Council. Such expenses shall be authorized by the Program Manager or her/his designate in accordance with policy. Nurses who accept to use their personal vehicle for Corporation business warrant that they are appropriately licensed.

## **ARTICLE 19 – RESIGNATIONS**

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

## **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 two (2) weeks 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) (i) 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.
- (ii) Terms concerning hours of work and scheduling are outlined in Article 9.
- (b) (i) 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.
- For casual nurses in the Prenatal Program, such nurses may only decline the request to work when the work is over and above the predetermined schedule of work.**
- (ii) Terms concerning hours of work and scheduling are outlined in Article 9, save and except entitlement to premium pay and flex time.

- 21.02 (a) The following articles shall not apply to casual nurses:
1. Article 7 Compassionate Leave

2. Article 6.04 Jury Duty
3. Article 15 Integrated Health Disability Income Insurance Plan
4. Article 16 Employee Benefits:
  - Semi-Private Hospital Supplement
  - Extended Care
  - Vision and Hearing
  - Group Life Insurance
  - OMERS
  - Dental Plan
  - Long Term Disability Insurance

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

1. Article 15 Integrated Health Disability Income Insurance Plan
2. Article 16 Employee Benefits:
  - Semi-Private Hospital Supplement
  - Extended Care
  - Vision and Hearing
  - Group Life Insurance
  - OMERS
  - Dental Plan
  - Long Term Disability Insurance

(c) In lieu of benefits and in accordance with Article 21.02 (a) and (b), regular part-time and casual nurse(s) shall receive salary at a rate of **7.00%** in addition to her/his hourly rate on the salary grid as outlined in **Schedule "A"**. The percentage in lieu shall be calculated and paid on a pay period basis commencing the first day of the month following the completion of sixty (60) calendar days after the date of hire.

**ARTICLE 22 – COMMUNICATIONS CLAUSE**

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

- (a) Human Resources  
The Regional Municipality of Niagara  
Human Resources Division  
2201 St. David's Road, P.O. Box 1042  
Thorold, ON L2V 4T7
- (b) Bargaining Unit President(s) of the Ontario Nurses' Association Regional  
Municipality of Niagara Public Health Department
- (c) Labour Relations Officer  
2 King Street West, Unit 2R  
Dundas, ON L9H 6Z1
- (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, 2014 and ending on March 31, 2017.

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 bi-weekly by direct deposit.

24.04 Both parties agree to pay fifty (50) per cent of the cost of printing the Collective Agreement. The Association will prepare the draft and final collective agreement documents for proofing and signing purposes. It is understood by the Parties that all documents will be prepared in a timely manner and be provided in signed off hard copy to the Corporation as well as an electronic copy for record keeping purposes.

24.05 Certificate of Registration

It is each nurse's responsibility pursuant to the College of Nurses of Ontario to ensure that their certificate of registration is kept current and valid. In the event confirmation of registration is not received by the Corporation from the College, nurses shall provide copies of the renewal of their certificate of registration to the Corporation not later than February 15<sup>th</sup> of each year. Failure to provide confirmation of the renewal of their qualifications shall result in the nurse being placed on an unpaid non-disciplinary leave of absence for a period not to exceed three (3) months. In the event any nurse fails to provide their certificate of registration renewal within the aforementioned three (3) month period, without providing reasonable explanation satisfactory to the Corporation, the nurse shall be deemed to be no longer qualified and the nurse shall be terminated. Such termination shall not be the subject of a grievance or arbitration.

## **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.

## **ARTICLE 26 – PROFESSIONAL RESPONSIBILITY**

- 26.01 In the event that the Corporation assigns a number of clients 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 client 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 (2) 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 Appendix "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 Once ratified by the respective parties the retroactivity of any entitlements which are subject of the negotiations between the parties shall be retroactive to the renewal date of the Collective Agreement unless items are specifically agreed to otherwise by the parties. The parties further agree that the Corporation shall be limited in its obligation to employees who have left the employ of the Corporation save and except retirees. This limitation shall require the Corporation to make reasonable efforts to contact all affected past employees. Having made such efforts the Corporation shall have no further liability regarding retroactivity to any past employees who fail to contact the Corporation to request the payment of any retroactive entitlements within six (6) months of the date of the letter sent to the employee by some form of verifiable mail.

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 1<sup>st</sup> day of December, 2015.

SIGNED, SEALED AND DELIVERED  
In the Presence of )

THE REGIONAL MUNICIPALITY OF  
NIAGARA

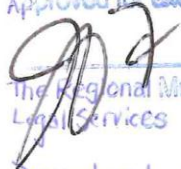


Alan Caslin  
(Alan Caslin, Regional Chair)



Ralph Walton  
(Ralph Walton, Regional Clerk)

Approved for execution



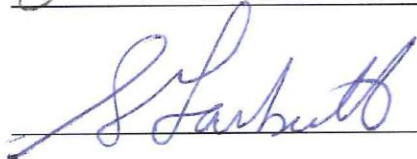
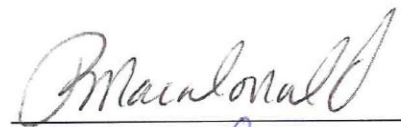
The Regional Municipality of Niagara  
Legal Services

December 1, 2015

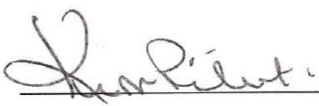
*We have authority to bind the corporation.*

ONTARIO NURSES' ASSOCIATION  
Public Health

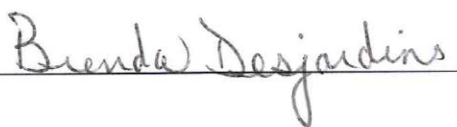
Susan Garbutt  
Local 09 PHT Bargaining Unit  
Co President



Kim Pilot



Brenda Desjardins





Dated at Thorold, Ontario, this <sup>39</sup>1<sup>st</sup> day of December, 2015.

FOR THE CORPORATION

[Signature]

[Signature]

[Signature]

[Signature]

Garen Cousin

FOR THE UNION

[Signature]  
Labour Relations Officer

[Signature]

[Signature]

Brenda Desjardins

LETTER OF UNDERSTANDING # 1

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

"the Corporation"

And:

ONTARIO NURSES' ASSOCIATION  
PUBLIC HEALTH

"the Union"

Re: Postpartum Enhancement Program to 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) Full-time and/or part-time employees shall participate in the Postpartum Enhancement Telephone Duty save and except those "grandparented" nurses captured in the Employer's December 20, 2010 letter agreed to by the parties.

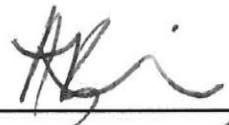
- (b) The Corporation agrees to hire regular part-time or full-time Public Health nurses to supplement the work scheduled for weekend days and paid holidays whose primary function may be to work the weekend days and paid holidays. Such nurses shall be part of the Parent/Child team working scheduled days 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, including any premium payment in Article 9.04, ensuring that the Saturday premium applies to Sunday.
  4. A nurse who is scheduled to work and who works on a day which is designated by the Corporation to be recognized as a holiday or works the actual day of the 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. It is understood nurses shall only receive a lieu day with pay for working on either a recognized holiday or the actual holiday and not both.
  5. Hours worked in excess of a nurse's regularly scheduled seven (7) hours on a paid holiday shall be compensated at double time (2x) the nurse's straight-time hourly rate of pay, subject to the nurse having prior manager approval for working the aforementioned excess hours.
  6. 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.
  7. Time worked in excess of the regularly scheduled hours of work for such nurses who deliver the Postpartum Enhancement Program on either an actual or designated paid holiday shall be compensated at double time.
  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.

Amended and Renewed at Thorold, Ontario, this 9 day of March, 2015

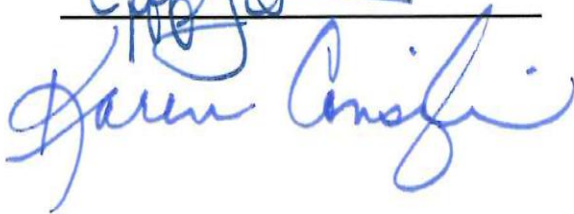
FOR THE CORPORATION

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_


  
\_\_\_\_\_




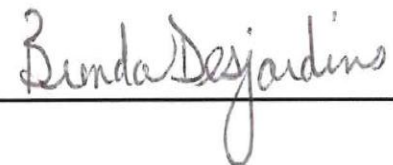
FOR THE UNION

  
\_\_\_\_\_

Labour Relations Officer

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

LETTER OF UNDERSTANDING # 2

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

"the Corporation"

And:

ONTARIO NURSES' ASSOCIATION  
PUBLIC HEALTH

"the Union"

Re: School Health Elementary/School Health Secondary Programs – Temporary Layoff

- (a) Nurses assigned to **School Health Elementary/School Health Secondary 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 1<sup>st</sup>.
- (c) Nurses who elect to accept the July/August layoff shall be returned to their former positions on September 1<sup>st</sup>.
- (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 **School Health Elementary/School Health Secondary Program**, said nurses may exercise their seniority rights within the **School Health Elementary/School Health Secondary Program** or any other program which they are qualified to perform.

Renewed at Thorold, Ontario, this 12 day of March, 2015.

FOR THE CORPORATION

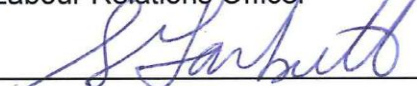
FOR THE UNION

  
\_\_\_\_\_

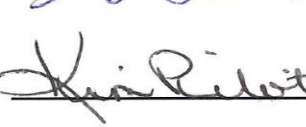
  
\_\_\_\_\_

Labour Relations Officer

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_





LETTER OF UNDERSTANDING #3

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

“the Corporation”

And:

ONTARIO NURSES' ASSOCIATION  
PUBLIC HEALTH

“the Union”

Re: 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.

A. The Parties recognize and agree to the following:

- That job sharing position(s) will be permitted on a team if the Association and the Corporation agree to such position(s).
- That the job sharing arrangement will commence upon the signing of this Letter of Understanding.
- That the schedule to be worked by the job sharers shall equal no less and no greater than 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:

B. General Conditions

- (a) The Corporation and the Association agree to implement up to three (3) job sharing positions within ONA's bargaining unit in the whole of the Public Health Department.
- (b) Job Sharing is defined as an arrangement where the following conditions apply:
  - (i) 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 Division Director and the Human Resources Division. The incumbent in a permanent full-time position must fill one part of the job sharing arrangement.
  - (ii) Upon approval by the Association, the Public Health Department and the Human Resources Division, the job sharing partner opportunity will be

posted and filled according to the job posting requirements of the Collective Agreement.

- (iii) Only employees who have satisfactorily completed their probationary period in accordance with Article 10.01 (a) of the Collective Agreement shall be considered as eligible to request the creation of a job sharing position and the same restriction shall apply for employees wishing to apply to fill any half of a job sharing position.
- (iv) The duties performed, or responsibilities of other staff members, shall not be altered or changed to accommodate the job sharing arrangements.
- (v) Upon entering a job-sharing partnership, each job sharer shall become a part-time employee subject to the relevant terms of the Collective Agreement.
- (vi) 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 are subject to the approval of the Manager and must be submitted monthly in writing at least one (1) month in advance. In the event short notice changes to the prescheduled shifts may be needed the Manager shall be notified in writing at least two (2) weeks in advance regarding any changes to the prescheduled shifts. The change in prescheduled shifts except in an emergency shall be subject to the approval of the Manager and such approval shall not be unreasonably withheld.
- (vii) 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.

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.

#### C. Leave Coverage

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.

#### D. Termination of Job Share

1. In the event one (1) of the job sharers voluntarily leaves a partnership, the remaining partner has the option to:
  - (a) Return to her/his former status of regular full-time if (s)he was the original owner of the job shared position; or,
  - (b) Vacate her/his position and accept a casual status position if such a position exists or,

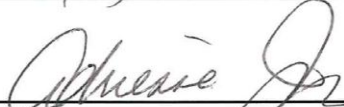
- (c) Request the Corporation re-post the vacated job sharing position; or,
  - (d) Apply to a posted vacancy.
2. In the event both of the job sharers voluntarily leave a partnership, the job sharers shall have the option to:
- (a) Accept a casual position if such a position exists; or,
  - (b) Apply to a posted vacancy.
3. In the event the Employer terminates the job share arrangement with sixty (60) days written notice to the Association, the job sharer(s) shall have the option to:
- (a) Transfer to a casual position; or,
  - (b) Apply to a posted vacancy; or,
  - (c) Exercise a bump in accordance with article 11, Layoff and Recall.

Renewed at Thorold, Ontario, this 9 day of March, 2015.

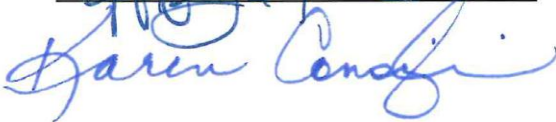
FOR THE CORPORATION

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_


FOR THE UNION

  
\_\_\_\_\_

Labour Relations Officer

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_



LETTER OF UNDERSTANDING # 4

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

"the Corporation"

And:

ONTARIO NURSES' ASSOCIATION  
PUBLIC HEALTH

"the Union"

Re: 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 13 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 13.

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

1. One nurse will be scheduled standby from 0830 to 1630 hours on Saturday, Sunday and Paid Holidays as per Article 13.

Should the Corporation require a second nurse to be scheduled standby, and the nurse is subsequently cancelled, the nurse shall receive three and one-half (3.5) hours of lieu time or payment for a period of standby in the event the Corporation has not provided a minimum of forty-eight (48) hours cancellation notice prior to the commencement of the entire standby period.



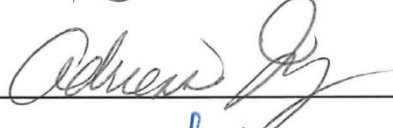
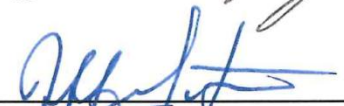
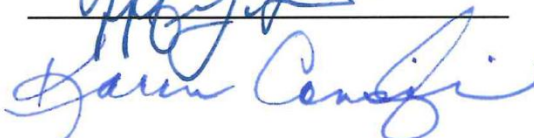
2. ID nurses will self-schedule to take standby duty on ~~an optional~~ a rotation basis by seniority. If the program needs cannot be met with a voluntary schedule, standby duty will be assigned by the Manager, equitably by reverse seniority amongst all the ID nurses currently engaged in the ID Program.
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. The Manager on call will be available to be contacted by telephone and will respond within forty-five (45) minutes of initial call.
9. 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.

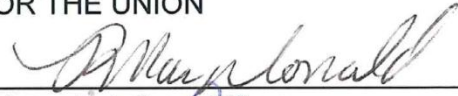

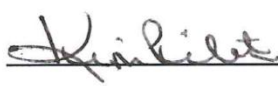
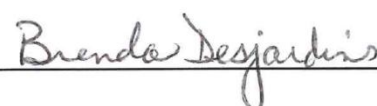
The above forms the entire Agreement between the parties as relates to the subject matter of this Letter of Understanding and should not be construed as amending any of the subject Collective Agreement in any manner other than that specifically contemplated by these agreements between the parties.

Renewed at Thorold, Ontario, this 28 day of April, 2015.

FOR THE CORPORATION

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

FOR THE UNION

  
 \_\_\_\_\_  
 Labour Relations Officer  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

LETTER OF UNDERSTANDING # 5

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

"the Corporation"

And:

ONTARIO NURSES' ASSOCIATION  
PUBLIC HEALTH

"the Union"

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.

Renewed at Thorold, Ontario, this 28 day of April, 2015.

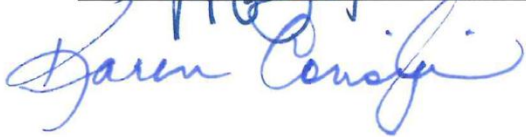
FOR THE CORPORATION

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

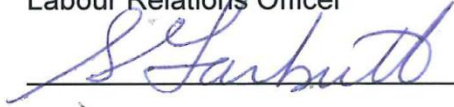
  
\_\_\_\_\_

  
Garen Conroy


FOR THE UNION

  
\_\_\_\_\_

Labour Relations Officer

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Brenda Desjardins

LETTER OF UNDERSTANDING #6

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

"the Corporation"

And:

ONTARIO NURSES' ASSOCIATION  
PUBLIC HEALTH

"the Union"

Re: Assertive Community Treatment Team (ACTT)

Whereas the Employer is desirous of establishing a new work team known as the Assertive Community Treatment Team (ACTT) within the Community Mental Health Program; and,

Whereas the parties recognize the need to alter certain provisions contained within the Collective Agreement between them in order to facilitate the delivery of the program's objectives, the parties agree as follows:

That employees who are members of the Association and are employed within the ACTT may be subject to a work schedule outside of the normal work week of Monday to Friday and may also be subject to hours of work outside the standard hours of 8:30 a.m. to 4:30 p.m. and,

That the work schedule is anticipated to be based on two (2) shifts one being 8:30 a.m. to 4:30 p.m. and the other being 12:00 p.m. to 8:00 p.m. and,

That the work schedule shall be comprised of a work week wherein Saturdays and/or Sundays will form part of the normal work week and as such employees scheduled to work Saturday and/or Sunday shall have two consecutive days off other than Saturday and/or Sunday and,

That members of the team who are represented by the Association shall not be required to work more than one weekend in a month except by mutual agreement and,

That should an employee be required to work more than one weekend in a month other than by mutual agreement between the employee and the Manager, (s)he shall receive premium payment (overtime) for all hours worked on such additional weekend(s) and,

1. That in recognition of the wish of the parties to be supportive of the quality of work life of employees the parties agree that an opportunity shall be provided for employees to create an acceptable schedule once the ACTT is fully functional and staffed and,
2. That the parties agree the staff shall consider self-scheduling regarding the establishment of a schedule as it applies to hours of work per day, per week and for purposes of standby duty and such schedules shall be posted not less than six weeks in advance. At a time when staff have developed the schedules intended by this section a copy shall be forwarded to ONA for review and the parties shall meet to discuss the established schedules as necessary and,
3. That employees shall not be scheduled for split days off unless mutually agreed to otherwise between the employee and the Manager and,

4. That nurses shall not be scheduled to work greater than seven (7) consecutive days unless mutually agreed between the Manager and the employee and,
5. That for purposes of overtime hours which may be worked from time-to-time in excess of weekly and daily hours as described in Article 9 any such hours shall be treated in accordance with that Article. The parties further recognize that the two consecutive days of rest described in section three of this agreement shall be treated by recognizing the first day of rest as Saturday and by recognizing the second day of rest as Sunday and,
6. That in event the employer institutes a Standby program, all employees who are part of the ACTT and who are members of ONA Public Health may be scheduled to take standby duty on a rotational basis. Employees shall as per the intention of section 5 of this Agreement consider self-scheduling as applies to the institution of a Standby program. As such the affected employees may be required to be available and responsible for standby duty as follows:
  - (a) from 8:00 p.m. to 8:30 a.m. on each day Monday thru Saturday and,
  - (b) from 4:30 p.m. on Saturday to 8:30 a.m. Sunday and,
  - (c) from 4:30 p.m. on Sunday to 8:30 a.m. on Monday and,
  - (d) from 4:30 p.m. on an actual statutory holiday to 8:30 a.m. the following day.

A rotation shall be weekly with employees beginning a rotation at 8:00 p.m. on Monday and completing the rotation at 8:30 a.m. the following Monday, or as may be required for a portion of the above schedule as determined by the needs of the program.

Any ACTT employee scheduled to be "on-call"/"on-standby" and responsible to provide service as detailed above shall be credited with three (3) hours of lieu time for each week day tour of on-standby and five (5) hours of lieu time for each weekend or holiday (statutory holiday) tour of on-standby. It is understood by the parties that in the event the on-call service required is less than a full rotation, the resulting lieu time credits shall be prorated proportionally.

Employees while on "on-standby" who perform telephone work or who must leave their residence to make a service call shall be entitled to compensation in accordance with the following:

- (a) As applies to telephone work while on-standby the employee shall be compensated in lieu time off or payment at the rate of time and one-half off or payment at the rate of time and one-half. For greater clarity, time spent on the telephone responding to calls shall be recorded and totaled 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.
- (b) As applies to work which would require the employee to leave her/his home while on standby duty to make a service call(s), the employee shall be compensated at the rate of time and one-half (1 ½) for all hours actually worked during the service call(s), including travel time to and from the employee's work location and/or the site in the community where the work is to be performed. The employee shall be compensated for such work in time or in payment. The employee's time spent on such service call(s) shall be compensated by rounding up the actual time spent on the call(s) to the nearest fifteen (15) minutes after totaling the actual time spent on such calls performed for each day.

It is understood by the parties that in the event a nurse who performs work while on-standby, subsequently must work her/his regular shift the next day and **(s)he** finds that they are not capable of completing the days work in a safe and/or predictable manner because of fatigue the nurse shall be allowed to declare to her/his supervisor that they are unable to continue working. In such a circumstance the nurse shall be granted a leave of absence without pay for the balance of the day.

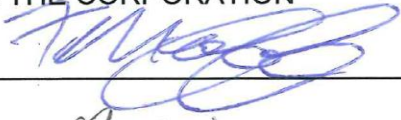
7. That a shift premium of one dollar and sixty cents (\$1.60) shall be paid to any employee performing work which flows from this Agreement for each hour of work performed between the hours 4:30 p.m. and 8:30 a.m. on any day and, it is further understood,
8. That a weekend premium of dollar and sixty five cents (\$1.65) shall be paid to employees working in accordance with the approved weekend schedules and,
9. That for the purposes of this Agreement the premiums identified at sections 7, and 8 of this Agreement are not payable to an employee who is earning wages at overtime rates.
10. That the parties agree employees shall be provided with appropriate communication devices to ensure that Corporation business shall be conducted by making use of its equipment and that as such the privacy of the employees shall be reasonably protected and,
11. That in the event that the employer determines that part-time employees will be required the parties shall meet to discuss any specific issues not addressed in this letter or within the Collective Agreement between the parties and,
12. That either party to this Agreement shall have the right to advise the other that they wish to reopen discussions regarding any of the particulars of this Agreement at any time after a period of six (6) months has elapsed from the date the parties have executed this Agreement between them.


The parties agree that the forgoing forms the entire Agreement between them as it affects treatment of the employees employed within the ACTT as relates to the specific conditions of employment outlined herein. For all other conditions of employment the parties recognize that the Collective Agreement remains in force and that all rights and entitlements contained within the Collective Agreement between the parties shall prevail save and accept as those conditions are amended herein.

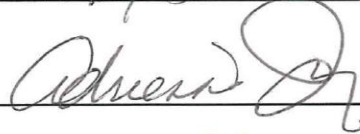



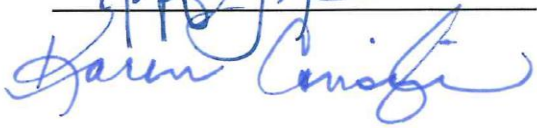
Amended and Renewed at Thorold, Ontario, this 9 day of March, 2015.

FOR THE CORPORATION

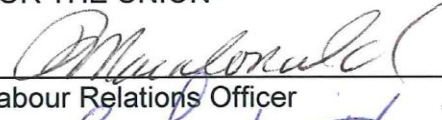
  
\_\_\_\_\_

  
\_\_\_\_\_

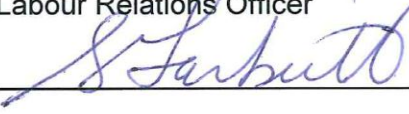
  
\_\_\_\_\_

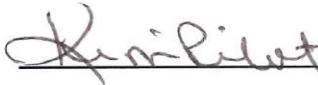
  
  
\_\_\_\_\_

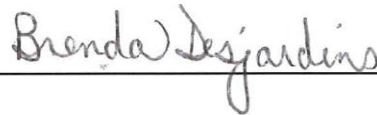
FOR THE UNION

  
\_\_\_\_\_

Labour Relations Officer

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

LETTER OF UNDERSTANDING # 7

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

"the Corporation"

And:

ONTARIO NURSES' ASSOCIATION  
PUBLIC HEALTH

"the Union"


Re: Corporate Benefit Strategy

The Corporation agrees that ONA – and its Local 9 - Public Health shall be included in any discussions which may occur between the Corporation and its various bargaining units as regards a Corporate Benefits Strategy.

Renewed at Thorold, Ontario, this 9 day of March, 2015.

FOR THE CORPORATION

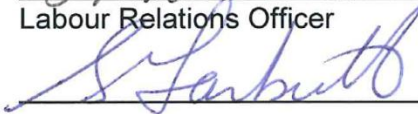
FOR THE UNION

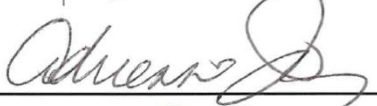
  
\_\_\_\_\_

  
\_\_\_\_\_

Labour Relations Officer

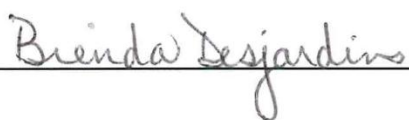
  
\_\_\_\_\_

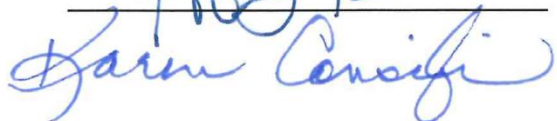
  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_



SCHEDULE A – ONA LOCAL 9 – PUBLIC HEALTH

**ONA Local 9 – Public Health**

**April 1, 2014**

**Negotiated Adjustment**

<b>Regular Full-Time</b>											
<b>Position</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Public Health Nurse	A31	\$36.0127	\$36.6610	\$37.3209	\$37.9927	\$38.6765	\$39.3726	\$40.0814	\$40.8029	\$41.5373	\$42.2850
BScN	A32	\$36.6970	\$37.3575	\$38.0300	\$38.7145	\$39.4113	\$40.1207	\$40.8429	\$41.5781	\$42.3265	<b>\$43.0884</b>
BScN Team Leader	A32A	\$37.5212	\$38.1817	\$38.8542	\$39.5387	\$40.2355	\$40.9449	\$41.6671	\$42.4023	\$43.1507	\$43.9126
Nurse Practitioner	A33A	\$47.7061	\$48.5648	\$49.4390	\$50.3289	\$51.2348	\$52.1570	\$53.0959	\$54.0516	\$55.0245	\$56.0150
Nurse Practitioner Team Leader	A34A	\$48.5303	\$49.3890	\$50.2632	\$51.1531	\$52.0590	\$52.9812	\$53.9201	\$54.8758	\$55.8487	\$56.8392
Registered Nurse	A39	\$36.0127	\$36.6610	\$37.3209	\$37.9927	\$38.6765	\$39.3726	\$40.0814	\$40.8029	\$41.5373	\$42.2850
RN Team Leader	A39A	\$36.8369	\$37.4852	\$38.1451	\$38.8169	\$39.5007	\$40.1968	\$40.9056	\$41.6271	\$42.3615	\$43.1092

Pay Equity Notes:

The Job Rate for the BScN job class will be maintained at a rate of 100.14% of the 100% compa-ratio of Non Union Grade 5 salary range.

Team Lead Positions

The Team Lead positions receives an annual premium of \$1,500. This annual premium is expressed as an hourly rate of 0.8242

Part-time & Casual Employees

In addition to the hourly rate of pay part-time and casual employees will receive the following:

- 1) Vacation Pay - a graduated vacation % allowance which is based on date of hire with the Region. The percentages are as follows:
  - a) 6.00% of the hourly rate upon hire
  - b) 8.00% of the hourly rate at 10 years
  - c) 10.00% of the hourly at 17 years
  - d) 12.00% of the hourly rate at 24 years
- 2) In lieu of Employee Benefits - additional 6.75% of the current hourly rate in lieu of employee benefits.

These hourly rate adjustments for both the vacation % entitlement and the 6.75% in lieu of benefits will be reflected by two separate lines on the individual pay receipt:

Examples:

a)	BScN	\$43.0884	c)	BScN	\$43.0884
6.00%	Vac	2.5853	10.00%	Vac	4.3088
6.75%	Benefits	2.9085	6.75%	Benefits	2.9085
		<u>48.58222</u>			<u>50.30572</u>
b)	BScN	\$43.0884	d)	BScN	\$43.0884
8.00%	Vac	3.4471	12.00%	Vac	5.1706
6.75%	Benefits	2.9085	6.75%	Benefits	2.9085
		<u>49.44402</u>			<u>51.1675</u>

## ONA Local 9 - Public Health

April 1, 2015

## Negotiated Adjustment

Regular Full-Time											
Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Public Health Nurse	A31	\$36.4629	\$37.1193	\$37.7874	\$38.4676	\$39.1600	\$39.8648	\$40.5824	\$41.3129	\$42.0565	\$42.8136
BScN	A32	\$37.1557	\$37.8245	\$38.5054	\$39.1984	\$39.9039	\$40.6222	\$41.3534	\$42.0978	\$42.8556	<b>\$43.6270</b>
BScN Team Leader	A32A	\$37.9799	\$38.6487	\$39.3296	\$40.0226	\$40.7281	\$41.4464	\$42.1776	\$42.9220	\$43.6798	\$44.4512
Nurse Practitioner	A33A	\$48.3024	\$49.1719	\$50.0570	\$50.9580	\$51.8752	\$52.8090	\$53.7596	\$54.7272	\$55.7123	\$56.7152
Nurse Practitioner Team Leader	A34A	\$49.1266	\$49.9961	\$50.8812	\$51.7822	\$52.6994	\$53.6332	\$54.5838	\$55.5514	\$56.5365	\$57.5394
Registered Nurse	A39	\$36.4629	\$37.1193	\$37.7874	\$38.4676	\$39.1600	\$39.8648	\$40.5824	\$41.3129	\$42.0565	\$42.8136
RN Team Leader	A39A	\$37.2871	\$37.9435	\$38.6116	\$39.2918	\$39.9842	\$40.6890	\$41.4066	\$42.1371	\$42.8807	\$43.6378

Pay Equity Notes:

The Job Rate for the BScN job class will be maintained at a rate of 100.14% of the 100% compa-ratio of Non-Union Grade 5 salary range.

Team Lead Positions

The Team Lead positions receives an annual premium of \$1,500. This annual premium is expressed as an hourly rate of 0.8242

Part-time & Casual Employees

In addition to the hourly rate of pay part-time and casual employees will receive the following:

1) Vacation Pay - a graduated vacation % allowance which is based on date of hire with the Region. The percentages are as follows:

- a) 6.00% of the hourly rate upon hire
- b) 8.00% of the hourly rate at 10 years
- c) 10.00% of the hourly at 17 years
- d) 12.00% of the hourly rate at 24 years

2) In lieu of Employee Benefits - additional 7.00% of the current hourly rate in lieu of employee benefits.

These hourly rate adjustments for both the vacation % entitlement and the 7.00% in lieu of benefits will be reflected by two separate lines on the individual pay receipt:

## Examples:

a)	BScN	\$43.6270	c)	BScN	\$43.6270
6.00%	Vac	2.6176	10.00%	Vac	4.3627
7.00%	Benefits	3.0539	7.00%	Benefits	3.0539
		<u>49.29852</u>			<u>51.04362</u>
b)	BScN	\$43.6270	d)	BScN	\$43.6270
8.00%	Vac	3.4902	12.00%	Vac	5.2352
7.00%	Benefits	3.0539	7.00%	Benefits	3.0539
		<u>50.17112</u>			<u>51.9161</u>

NOTE: In lieu of Benefits % increased from 6.75% to 7% effective July 5, 2015

## ONA Local 9 - Public Health

April 1, 2016

## Negotiated Adjustment

Regular Full-Time											
Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Public Health Nurse	A31	\$37.0098	\$37.6761	\$38.3542	\$39.0446	\$39.7474	\$40.4628	\$41.1911	\$41.9326	\$42.6873	\$43.4558
BScN	A32	\$37.7130	\$38.3919	\$39.0830	\$39.7864	\$40.5025	\$41.2315	\$41.9737	\$42.7293	\$43.4984	<b>\$44.2814</b>
BScN Team Leader	A32A	\$38.5372	\$39.2161	\$39.9072	\$40.6106	\$41.3267	\$42.0557	\$42.7979	\$43.5535	\$44.3226	\$45.1056
Nurse Practitioner	A33A	\$49.0269	\$49.9095	\$50.8079	\$51.7224	\$52.6533	\$53.6011	\$54.5660	\$55.5481	\$56.5480	\$57.5659
Nurse Practitioner Team Leader	A34A	\$49.8511	\$50.7337	\$51.6321	\$52.5466	\$53.4775	\$54.4253	\$55.3902	\$56.3723	\$57.3722	\$58.3901
Registered Nurse	A39	\$37.0098	\$37.6761	\$38.3542	\$39.0446	\$39.7474	\$40.4628	\$41.1911	\$41.9326	\$42.6873	\$43.4558
RN Team Leader	A39A	\$37.8340	\$38.5003	\$39.1784	\$39.8688	\$40.5716	\$41.2870	\$42.0153	\$42.7568	\$43.5115	\$44.2800

Pay Equity Notes:

The Job Rate for the BScN job class will be maintained at a rate of 100.14% of the 100% compa-ratio of Non Union Grade 5 salary range.

Team Lead Positions

The Team Lead positions receives an annual premium of \$1,500. This annual premium is expressed as an hourly rate of 0.8242

Part-time & Casual Employees

In addition to the hourly rate of pay part-time and casual employees will receive the following:

1) Vacation Pay - a graduated vacation % allowance which is based on date of hire with the Region. The percentages are as follows:

- a) 6.00% of the hourly rate upon hire
- b) 8.00% of the hourly rate at 10 years
- c) 10.00% of the hourly at 17 years
- d) 12.00% of the hourly rate at 24 years

2) In lieu of Employee Benefits - additional 7.00% of the current hourly rate in lieu of employee benefits.

These hourly rate adjustments for both the vacation % entitlement and the 7.00% in lieu of benefits will be reflected by two separate lines on the individual pay receipt:

## Examples:

a)	BScN	\$44.2814	c)	BScN	\$44.2814
6.00%	Vac	2.6569	10.00%	Vac	4.4281
7.00%	Benefits	3.0997	7.00%	Benefits	3.0997
		<u>50.03803</u>			<u>51.80923</u>
b)	BScN	\$44.2814	d)	BScN	\$44.2814
8.00%	Vac	3.5425	12.00%	Vac	5.3138
7.00%	Benefits	3.0997	7.00%	Benefits	3.0997
		<u>50.92363</u>			<u>52.6949</u>

SCHEDULE "B"

Between:

THE REGIONAL MUNICIPALITY OF NIAGARA

"the Corporation"

And:

ONTARIO NURSES' ASSOCIATION  
PUBLIC HEALTH

"the Union"

Re: 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 thirty-five (35) 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 as outlined in the corresponding "Schedule B Chart", upon completion of 60 calendar days.

It is understood that upon completion of 60 calendar days, the Nurse shall be entitled the corresponding sick leave benefits commencing at the minimum benefit level provided in the '*60 calendar days but less than 3 years*' step until eligible to progress to the next step when years of service is calculated at January 1<sup>st</sup> of each calendar year.

#### 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

<b>Absence due to Disability</b>	When an illness/accident has occurred which is not WSIB compensable which prevents an employee from attending and performing his regular duties.
<b>Absence/Authorized</b>	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.
<b>Absence/Unauthorized</b>	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.
<b>Actively at Work/Active Work</b>	Where an employee attends at her/his regular occupation and is able to perform all the regular duties of her/his occupation.
<b>Base Salary</b>	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)
<b>Calendar Year</b>	January 1 – December 31 inclusive.
<b>Continuous Service</b>	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: <ul style="list-style-type: none"> <li>- vacation days and holidays granted</li> <li>- temporary layoffs</li> <li>- interruptions of services as approved by the LTD carrier where applicable</li> <li>- authorized absences</li> </ul>
<b>Disability</b>	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.
<b>Earnings</b>	Base salary as previously defined, excluding overtime, premiums, or any other compensation.
<b>Existing Sick Credits</b>	Those earned sick day credits accumulated through the course of employment up to and including the effective date of ratification of the Collective Agreement.
<b>Illness</b>	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**

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:

- 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.

64  
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	Access EI	THEN 100% Employee Paid LTD at 60% basic salary
75 %		Employee receives 75% - 100% of salary based on sliding scale		
50%				
0 %				
Working Days	0 – 5	6 – 75 days	76 – 150 days	151 <sup>st</sup> day
Working Weeks	1 working week	14 weeks	15 weeks or expiration of sick leave credits	31 <sup>st</sup> week or expiration of sick leave credits

LENGTH OF SERVICE AS OF JANUARY 1 <sup>ST</sup> EACH YEAR	100% PAY	75% PAY
	Less than 60 calendar days	0 weeks
60 calendar days but less than 3 years	1 week	13 weeks
3 years but less than 5 years	3 weeks	11 weeks
5 years but less than 7 years	6 weeks	8 weeks
7 years but less than 9 years	9 weeks	5 weeks
9 years but less than 10 years	12 weeks	2 weeks
10 years or more	14 weeks	0 weeks

65  
SCHEDULE "C"

ONA Public Health Layoff and Bumping Process

Layoff

1. In accordance with Article 11.01, the Staffing Specialist and/or Manager identify that a reduction of the Nurse force is required that is of a permanent or long term nature; ONA is provided a minimum 60 days notice of layoff.
2. The Staffing Specialist and/or Manager will convene a meeting with the ONA Local Representative, ONA LRO, and the affected laid off Nurse(s) to discuss those items and provisions outlined in Article 11.01(b). The Bargaining Unit President(s) will inform the membership of the impending layoff including the reasons for the layoff.

Bumping

3. In accordance with Article 11.02, should the affected Nurse(s) elect to exercise their seniority rights and bump, the following shall apply:
4. The Manager notifies any other affected now bumped Nurse(s), providing any details as appropriate, and inquires on what would be a good date/time/phone number for the Staffing Specialist to contact and speak to them more about the process and next steps. Where possible, contact is made in person, where not, contact is made via telephone or email in the odd occasion. Further, the Nurse is reminded that they can contact an ONA Local Representative at any mutually agreeable time to the parties during this process.
5. The Staffing Specialist will attempt to contact each individual Nurse at the preferred date/time/phone number to explain the process and informs the Nurse that they will be receiving correspondence (i.e. letter form) confirming the layoff/bump; including the timeline in which the Nurse has to respond.
6. The Staffing Specialist speaks to the Nurse about the timing and the selection process and advises the Nurse that if they have any questions related to which Nurse they intend to elect to bump (i.e. the Nurses position, location, whether position is Permanent or Temporary, etc...) or any questions in general to call the Staffing Specialist for such information.
7. In addition to the above, the Staffing Specialist advises the Nurse to be sure to look at the requirements of any position they are considering when bumping into another Division to ensure that they have all of the qualifications and experiences (i.e. review the job description). The Nurse is advised not to approach another Nurse they may be considering to bump, rather if the Nurse is looking to find out more about a specific position or Program that

they contact the appropriate Manager; if they are unable to reach the Manager, they can contact the Staffing Specialist.

8. In accordance with the points outlined above, the Staffing Specialist also discusses the importance of confidentiality during the bump selection process. Specifically, the affected Nurse may herself/himself be experiencing difficulty, stress, etc. from being bumped themselves, the Staffing Specialist highlights the need to ensure that other Nurse(s) are not put under any additional undue stress as they may not be affected by this bump.
9. The Staffing Specialist also advises that at times a bump interview is required. The Staffing Specialist contacts the responsible Manager to determine if a bump is approved or a bump interview is required. In any event, the Nurse is notified by the Staffing Specialist after the selection process of next steps. If the bump is approved, the process proceeds to Step 11.
10. The Staffing Specialist advises the Nurse when a bump interview is required. It is then scheduled between the Manager and the Nurse. The Staffing Specialist may attend. Following the bump interview, the Nurse is advised if the election to bump was approved or denied. If approved, see #11 below.  
  
If the bump is denied, the Nurse is provided correspondence advising reason(s) for denial. The Nurse is then afforded two working days to elect to bump another Nurse. If this occurs, #3 – #10 outlined above is followed again.
11. The Staffing Specialist advises the Nurse if the Manager approves the bump they will receive additional correspondence confirming the bump has been approved and the transfer date will be a date to be determined. The Nurse is also advised that the bump transfer will not take place until the bump chain is complete, including that there may be significant time that may elapse.
12. Once the bump chain is complete, the transfer date is determined between affected Programs. At that time, the Nurse(s) receives final correspondence confirming the transfer date.
13. When the Nurse transfers to their new bumped position, the Nurse will be provided by the Manager or designate with sufficient information and familiarization on the work duties and responsibilities, policies, and the work location with reasonable and appropriate orientation.

67  
APPENDIX "A"

Re: Article 26.01 (b) (i) – Independent Assessment Committee Chairpersons

1. Laralie Stalkie  
1146 Harmony Road  
Corbyville, ON K0K 1V0
2. Gayle Mackay  
56 Deerfoot Trail  
R.R. #4  
Huntsville, ON P1H 2J6
3. Dr. Jo-Anne Lee Tober  
Executive Director  
Brant County Health Unit  
194 Terrace Hill Street  
Brantford, ON N3R 1G7  
(519) 753-7377, Ext. 256
4. Ms. Lynne Beath  
Director, Chief Nursing Officer  
Wellington-Dufferin-Guelph Public Health  
5906 Wellington County Road #29  
R.R. 5  
Rockwood, ON N0B 2K0  
(519) 823-9129

### Employee Financed Leave

The following terms and conditions shall apply to a plan for employee financed leaves to be instituted by agreement between the parties and to commence no earlier than January 01, 2006.

1. An employee and the Corporation may enter into an agreement whereby the employee may request and the employer shall grant a leave of absence during which the employee would be paid from accumulated funds deducted from his/her pay plus accrued interest on the following options.
  - (a) Two for Three Plan: Employee receives two thirds salary in 1<sup>st</sup> and 2<sup>nd</sup> year. One third (1/3) salary is deducted in each of 1<sup>st</sup> and 2<sup>nd</sup> years and placed in trust for leave in third year.
  - (b) Three for Four Plan: Employee receives three quarters (3/4) salary in 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> years. One quarter (1/4) salary is deducted in each of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> years and placed in trust for leave in the 4<sup>th</sup> year.
  - (c) Four for Five Plan: Employee receives four fifths (4/5) salary in 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years. One fifth (1/5) salary is deducted in each of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> year and placed in trust for the leave in the 5<sup>th</sup> year.
2. The granting of such leaves shall be at the sole discretion of the Corporation having due regard for work requirements and shall not result in an increase in cost to the Corporation.

Applications from employees wishing to enter into an agreement with the Corporation on such leave must be in writing not less than 30 working days in advance of the intended commencement of the wage deferral program.
3. Monies deducted under any of the options in (1) above shall be deposited on behalf of the employee with the employer's financial institution and shall accrue interest at prevailing rates as allocated by receiving agency.
4. Deduction in accordance with the selected option shall be made from the prevailing salary in each year of the option agreement. The accumulated amount including accrued interest shall then be paid out to the employee in biweekly installments in the year of the leave. Payments will be made on the normal pay dates of the pay schedule for that year.
5. Salaries in each year of the option plan except the year of the leave shall be subject to the full deductions for income tax and OMERS with full service being credited for each year. The year of the leaves does not constitute a year of service but may be purchased by an employee on his/her return from the leave as a year of broken service. Purchase of broken service shall be in accordance with the rules and regulations of OMERS at the time of purchase and shall be at the total expense of the employee.
6. The employee's seniority shall continue to accumulate during the year of the leave.
7. Where the leave has been granted the Corporation shall post the vacated position as a temporary one and the vacancy shall be filled in accordance with the posting requirements of the Collective Agreement. The Corporation shall reinstate the person on

leave to the same position if it exists or a similar position to the one they left in accordance with the employees rights under the layoff provisions. The employee taking the leave shall be advised of his/her position status at the beginning of his/her leave and advised to consult with the Union. The replacement employee shall be advised of the temporary nature of his/her position upon his/her appointment to that position.

8. In the event that the position of the person on leave ceases to exist by reasons of staff reduction or organizational changes requiring layoff, then the leave plan ceases and the funds accumulated together with accrued interest shall be paid out to the employee concerned in a manner agreed to by both parties.
9. In the event of death of the employee, all remaining funds plus accrued interest shall be payable to the employee's estate or designated beneficiary as the case may be.
10. Should the employee requesting the leave resign his/her position before taking the leave, all accumulated funds and accrued interest shall be paid to him/her in a manner agreed to by the parties at the time of his/her termination and the Corporation shall be relieved of any and all obligation to the employee at that time.
11. An employee on an employee financed leave who decides that he/she will not be returning to employment with the Corporation shall notify the employer as soon as possible of his/her decision and in any event no later than two (2) weeks prior to the scheduled date of his/her return.

On such termination all rights, benefits and seniority shall cease at the end of the month in which the termination occurs.

12. Employee benefits to which the employee had entitlement prior to taking leave as held by the employee in the year prior to the leave may be continued subject to the approval of the carriers concerned. The cost of premiums for such benefits while on an employee financed leave shall be the responsibility of the employee.