

THIS AGREEMENT MADE THIS 5TH DAY OF NOVEMBER 1998

EFF.	18/07/01
TERM.	00/00
No. OF EMPLOYEES	100
NOMBRE D'EMPLOYÉS	JP

BETWEEN:

THE REGIONAL MUNICIPALITY OF HALTON

(Hereinafter called the EMPLOYER)

OF THE FIRST PART AND

ONTARIO NURSES' ASSOCIATION Local 1

(Hereinafter called the ASSOCIATION)

OF THE SECOND PART

WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE 1 - BARGAINING UNIT RECOGNITION

- 1:01 The Employer recognizes the Association as the sole agent and exclusive collective bargaining agency for all its Graduate and Registered Nurses in the Health Department and Children's Services Division of the Social and Community Services Department of the Employer, save and except the Nursing Supervisors, persons above the rank of Nursing Supervisors, and office staff. In this Agreement the word Nurse(s) means Graduate and/or Registered Nurse(s).
- 1:02 The terms and conditions set forth in this Agreement shall have full force and effect for **all** Nurses in the bargaining unit as described in the preceding paragraph.

ARTICLE II - MANAGEMENT RIGHTS

- 2:01 The Association acknowledges that it is the function of the Employer to manage its business and direct its operations in all matters which are not specifically restricted by the terms of this agreement and that it is the function of the Employer to:
 - a) maintain order, discipline, efficiency and suspend, discharge or otherwise discipline a Nurse for just cause;
 - b) hire, transfer, classify, assign, select, promote, demote, retire, lay-off and recall Nurses;
 - c) make and enforce from time to time such reasonable rules and regulations as the Employer considers necessary or advisable for the efficient and orderly conduct of its business and require Nurses to observe such reasonable rules and regulations provided they are not inconsistent with the provisions of this agreement;

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- d) direct its working forces; plan, direct and control the operation of its facilities; introduce new and improved methods, equipment and facilities; determine the amount of supervision necessary; set work schedules; establish standards and quality of care; determine programs, complement, organization and the number and location and classification of Nurses required from time to time; and curtailment or cessation of operation in whole or in part.

2:02 Before any new or changed rule or regulation is put into effect, except where urgency otherwise requires, the Employer shall meet with and discuss such new or changed rule or regulation with the President of the Local Association and a member at large. The Employer will provide a copy of the new or changed rule or regulation to the President of the Local Association.

ARTICLE III - RELATIONSHIP

3:01 Neither party to this Agreement will discriminate against, coerce, restrain or influence any Nurse because of her membership or nonmembership, her activity or lack of activity in the Association or any labour organization.

3:02 The parties to the Collective Agreement agree that there shall be no discrimination exercised by either **party** in matters governed by the Human Rights Code.

3:03 The Association further agrees there will be no Association activities including solicitation of membership and collection of dues during working hours or on the Employer's premises except as specifically permitted by this Agreement or in writing by the Employer.

ARTICLE IV - NO STRIKES OR LOCKOUTS

4:01 During the term of this Agreement, the Employer shall not lock out Nurses and the Association shall not declare, authorize, support, counsel, encourage or condone a strike or other slow down or stoppage of work.

ARTICLE V - CHECK-OFF' OF ASSOCIATION DUES

5:01 a) The Employer shall, during the term of this Agreement, deduct once each month from a pay of every Nurse covered by this agreement a sum equal to the regular monthly Association dues.

b) In the case of new Nurses, such deductions shall commence in the month following their date of hire.

5:02 The Association shall notify the Employer, in writing, of the amount of such dues, and from time to time as changes occur.

5:03 The Employer shall remit to the Provincial Secretary of the Association once each month the dues so deducted together with a list showing the names of the Nurses from whom dues have been so deducted. In the month in which a Nurse is first deducted, the list shall state the Social Insurance Number and the address of the

Nurse. The Association shall hold the Employer harmless with respect to all dues so deducted and-remitted, and with respect to any liability which the Regional Corporation might incur as a result of such deduction.

- 5:04 By January 31st, of each year, the Employer will provide the Association with a list showing total dues deductions made from the salary of each Nurse employed during the preceding calendar year.
- 5:05 The Employer also agrees to inform the Association, copied to the Local Association, of those Nurses who have terminated or who are on unpaid leave of absence when such absence affects the deduction of Association dues.

ARTICLE VI - ASSOCIATION REPRESENTATION

- 6:01 a) The Employer recognizes the following representatives and committee members of Association's duly chartered Local namely Local 1, Ontario Nurses' Association, all of whom are Nurses of the Employer and who have completed their probationary term of employment:
- (i) A negotiating committee of four (~~4~~) Nurses who shall act on behalf of the Association in the negotiating of this agreement.
 - (ii) A Grievance committee of three (3) Nurses who shall assist any Nurse in the presentation of a grievance.
 - (iii) Five (5) Nurse Representatives.
- b) The parties agree to form an Association-Management Committee consisting of six (6) members appointed by the Employer and six (6) members appointed by the local Association to discuss matters of mutual interest. Meetings between the Association and Employer Representatives may be held at mutually convenient times. A representative or consultant of both the Ontario Nurse's Association and the Employer may attend such meeting if requested to be present by either party.
- 6:02 The Association shall have the right at any time to have the assistance of a representative of the Ontario Nurses' Association.
- 6:03 The Association will provide the employer with the names of its officers, committee members and Nurse representatives and shall keep such list up to date at all times.
- 6:04 Committee members or Nurse representatives shall not leave their regular duties for the purposes of conducting business on behalf of the Association or in connection with this Agreement without first obtaining the permission of their immediate Manager/Supervisor or his/her designate, nor shall the Association or any Nurse engage in Association activities during working hours or hold meetings at any time on the premises of the Regional Corporation without permission in writing from the designated Director for use of such premises.
- 6:05 Nurses who are members of the negotiating committee shall suffer no loss of pay while attending negotiating meetings with the Employer up to, but not including, arbitration.

- 6:06 A representative of the Local Association shall be allowed fifteen (15) minutes within the Department's orientation program to discuss with newly hired Nurse(s) the benefits and duties of Association Membership and responsibility to the Association and to the Employer.
- 6:07 The Association and the Employer shall establish an Occupational Health and Safety Committee in accordance with the provisions of the Ontario Health and Safety Act. Meetings shall take place at times mutually agreeable to both parties except in the case of emergencies.

ARTICLE VII - GRIEVANCE PROCEDURE

- 7:01 Where a difference arises between the Nurse and the Employer relating to the interpretation, application or administration of this Agreement, the Nurse may file a grievance against the Employer. Grievances shall be in writing and shall contain a statement giving rise to the grievance and specifying the clause of this Agreement alleged to have been violated.
- 7:02 a) The Nurse shall have the right, if she so requests, to the assistance of a Nurse Representative at any step of the grievance procedure.
- b) A Nurse has no grievance until she submits a verbal complaint to her immediate Manager/Supervisor. The Manager/Supervisor shall advise the Nurse of her decision within five (5) working days of the day on which the complaint is raised to her and if the reply is not satisfactory to the Nurse, she may resort to the formal grievance procedure as follows: In any case, no grievance shall be considered where the circumstances giving rise to it occur thirty (30) calendar days immediately prior to it being brought to the attention of the immediate Manager/Supervisor.
- 7:03 Step One
A Nurse having a grievance may submit her grievance in writing to the designated Director or designate stating the Article and the Clause of the Agreement to which the grievance applies. The designated Director or designate shall review the grievance and reply in writing to the Nurse within five (5) working days of receipt of the grievance.
- 7:04 Step Two
If the grievance is not settled at Step 1, the Nurse may within five (5) working days of the date of receipt of the answer from the designated Director or designate, or if no answer is received, then within five (5) working days after such answer ought to have been received, submit the written grievance from Step 1 to the Medical Officer of Health, Commissioner of Social and Community Services or designate. The Medical Officer of Health, Commissioner of Social and Community Services or designate shall render a decision in writing within ten (10) working days of receipt of the grievance under Step Two.
- 7:05 Step Three
If the grievance is not settled at Step 2, then the Nurse may, within five (5) working days of the date of receiving the Step 2 reply (or if no answer is received under Step

2, then within five (5) working days after such answer ought to have been received) submit the written grievance from Step 2 to the Director of Human Resource Services. The parties shall meet to discuss the grievance. The Director of Human Resource Services shall render a decision in writing within five (5) working days following the date of the meeting to the President of the Local Association with a copy to the Employment Relations Officer. If the grievance is not settled in Step 3, then the Association may, within a period of five (5) working days refer the grievance to arbitration as provided for in Clause 9:01 in the Agreement.

7:06 (a) A claim by a Nurse that she has been suspended or discharged without just cause shall be treated as a grievance, if a written statement of such grievance is lodged at Step 2 of the grievance procedure with the Medical Officer of Health, Commissioner of Social & Community Services or designate within five (5) working days after notification has been received by the Nurse.

b) In cases of allegations of unjust discipline which do not involve suspension or discharge, the grievance will begin as provided in Article 7:02(b).

7:07 Any of the time allowances provided may be extended by mutual agreement between the parties.

7:08 The Association may file a grievance concerning the general application or interpretation of this Agreement, commencing at Step two of the Grievance Procedure.

7:09 For the purpose of this article, Saturday, Sunday, holidays, and vacation of the aggrieved Nurse are not to be considered working days up to a maximum of thirty (30) working days.

ARTICLE VIII • MANAGEMENT GRIEVANCE

8:01 It is understood that the Employer may bring forward any complaint with respect to the conduct of the Association, its officers or members, or with respect to any other matter related to the interpretation, application or administration of this Agreement, and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of the Nurse.

ARTICLE IX - ARBITRATION

9:01 Both parties to this Agreement agree that any alleged misinterpretation or violation of the provisions of this Agreement, including any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Article VII and which has not been settled, may be referred to a Board of Arbitration as provided by the Ontario Labour Relations Act, at the request of either of the parties hereto, provided that such request must be received not later than ten (10) days after a decision has been rendered.

- 9:02 Each of the parties hereto will bear the expense of the nominee appointed to represent it and the parties will jointly, in equal shares, bear the expense, if any, of the Chairman of the Arbitration Board and any other costs arising out of the arbitration proceedings.
- 9:03 No person may be appointed as an arbitrator, who has been involved in any attempt to negotiate or settle the grievance.
- 9:04 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the Employer or the Nurse concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have all the necessary information.
- 9:05 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement or in any way modify, add to or detract from any provision of this Agreement.

ARTICLE X - SENIORITY AND JOB POSTING

- 10:01 a) Subject to Article 10:08 and 10:09, seniority for the full-time Nurse shall be the length of service dating from her last date of hire as a Nurse in the bargaining unit.
b) Subject to Articles 10:08 and 10:09, seniority for the part-time Nurse shall be the actual hours worked as a part-time Nurse in the bargaining unit.
c) A Nurse's name shall be added to the appropriate seniority list upon completion of the probationary period.
- 10:02 The probationary period for a full-time Nurse shall be six (6) months of service and for a part-time Nurse shall be 910 hours of service and the probationary Nurse shall not have recourse to the grievance procedure in this agreement, save and except in matters of *salary*. *Salary* shall mean any direct and indirect remuneration.
- 10:03 In all cases of transfer or promotion the following factors shall be considered:
a) Ability, experience and performance;
b) Seniority.
**c) Employees who *are* the successful applicant for a temporary position will fulfil the term of such position and will not apply for another temporary position until they have completed nine (9) months of the initial temporary posting or until the term of the initial temporary posting is fulfilled, whichever comes first.
This does not restrict or prevent the employee from applying for any permanent full time or permanent part time position that may be posted.**

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern. If a senior applicant is refused the position she shall be notified verbally.

- 10:04 a) In the event of a lay-off, probationary Nurses shall be laid off first. Thereafter, seniority shall determine order of lay-off commencing with the Nurse with the shortest seniority, provided that the Nurses affected are of relatively equal skill, ability and experience for the work to be performed.
- b) In a recall situation Nurses shall be recalled in reverse order of lay-off. If the Nurse fails to return from lay-off within five (5) days of receipt of notice to do so sent by registered mail she shall lose all rights to her seniority.
- c) The Employer will notify the Local Association forty-five (45) calendar days in advance of a layoff. If requested, the Employer will meet with the Local Association to discuss the reasons for the layoff.
- d) In the event of a layoff, the Region and the Association will meet to discuss the circumstances of the layoff. An updated seniority list will be provided to the Association at the time of a layoff notice.
- 10:05 If a Nurse's absence without pay from the Employer exceeds thirty (30) continuous calendar days, she will not accumulate seniority for the period of absence in excess of thirty (30) continuous calendar days unless otherwise provided for in the Collective Agreement or by legislation.
- 10:06 The Seniority lists will be prepared by January 31st and July 31st of each year. A copy of the Seniority List shall be forwarded to the Association.
- 10:07 Whenever a position becomes vacant or a new position is created, the Employer will post an appropriate notice on all bulletin boards for five (5) working days in order that Nurses who wish to apply may do so in writing. The notice will contain a general outline of the duties, the salary range and qualifications required to satisfactorily fill the position. A copy of such notice will be forwarded to the President of the Local Association on the date it is posted by FAX or internal mail, depending on the facility at which the President works. The provisions of Clause 10:03 apply in determining the successful applicant.
- 10:08 When a full-time Nurse transfers to part-time or vice versa, she shall maintain her position on the *salary* grid and her seniority shall be calculated on the basis of one (1) year full-time service equivalent to 1,500 hours of part-time service. Any hours worked in excess of the equivalent shall be carried over by the Nurse at the time of transfer, and she shall continue to accumulate seniority in this manner until she reaches the next equivalent. It is understood that, in making the transfer calculation, a Nurse's seniority date can never predate her most recent date of hire.
- 10:09 A Nurse forfeits and loses all seniority:
- a) on termination by resignation, retirement, or discharge for just cause;
 - b) on lay-off extending continuously for more than **fifteen (15) months**;
 - c) on failure to report for work within twenty-one (21) calendar days of receipt of notice to return to work when on lay-off;
 - d) is absent from work without satisfactory explanation in excess of two (2) working days of the Nurse.
- 10.10 (a) A Nurse who is transferred to a temporary or permanent position outside of the bargaining unit for a period of not more than one (1) year shall retain, but not accumulate, her seniority held at the time of the transfer. In the event the Nurse

is returned to a position in the bargaining unit, she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

- (b) In the event that a Nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she will lose all seniority held at the time of transfer. In the event the Nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her return to the bargaining unit.

ARTICLE XI - LEAVE OF ABSENCE

Bereavement

11:01 a) A Nurse who notifies the Medical Officer of Health, Commissioner of Social and Community Services or designate as soon as possible following a bereavement shall be granted up to three consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of her immediate family. "Immediate family" means:

- a) parent, or any person who acted in place of a parent; in locus parentis;
- b) brother or sister;
- c) spouse (will include a partner of the same sex);
- d) child;
- e) mother-in-law or father-in-law;
- f) brother-in-law or sister-in-law;
- g) grandparent;
- h) grandchild.

b) In addition to the leave of absence granted under Article 11:01(a), a further two days leave of absence will be granted immediately thereafter for the bereavement of a Nurse's spouse and/or child and those days which are normal working days will be paid at the Nurse's normal daily rate.

c) If, during a period of paid vacation leave, a Nurse is bereaved in circumstances under which the Nurse would have otherwise been eligible for bereavement leave under Articles 11:01 a) or 11:01 b), the Nurse shall either have the vacation leave extended or have the bereavement day(s) rescheduled as vacation day(s) with the approval of the Nurse's Manager/Supervisor to the extent of the paid bereavement day(s) of Article 11:01 a) or 11:01 b).

Crown Witness

11:02 A Nurse who is subpoenaed as a crown witness shall be granted a leave of absence of up to two (2) working days. The Nurse shall be paid one (1) normal day's pay for the loss of each working day of such service provided she reports for work when not actually required for witness duty and provided she deposits with the Regional Treasurer the amount of fees, if any, other than expenses received for such service. The Nurse on returning to work shall present a certificate showing the period of such service and the amount of compensation received. Notwithstanding the foregoing, a Nurse shall receive one (1) normal day's pay for each day of service as a witness in any matter arising out of her employment.

Jury Duty

- 11:03 A Nurse who is required to serve as a juror shall be granted leave of absence therefore. The Nurse shall be paid one normal day's pay for the loss of each working day of such service provided she reports for work when not actually required for jury duty and provided the Nurse deposits with the Regional Treasurer the total fees, if any, other than expenses received for service. The Nurse, on returning to work shall present a certificate showing the period of such jury service and the amount of compensation received.

Pregnancy and Parental

- 11:04 a) Pregnancy and Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- b) The service requirement for eligibility for maternity leave shall be thirteen (13) weeks of continuous service.
- c) 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.
- d) The Nurse has the right to extend the maternity leave to twelve (12) months in total, provided such extension is for a period of at least three (3) months. Written notice by the Nurse to extend the maternity leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.
- e) The Nurse shall re-confirm her intention to return to work on the date originally approved in subsection (c) or (d) above by written notification received by the Director of the appropriate division at least four (4) weeks in advance. The Nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- f) Effective April 1, 1990 on confirmation by the employment Insurance Commission of the appropriateness of the Region's Supplemental Unemployment Benefit (SUB) Plan, a Nurse who is on pregnancy leave as provided under this Agreement who is in receipt of employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Region of the Nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- g) Nurses newly hired to replace Nurses who are on approved pregnancy and/or parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the Nurse shall be credited with seniority from date of hire subject to successfully completing her probation period. The employer will outline to Nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- h) Where a Nurse with at least thirteen (13) weeks of continuous service legally adopts a child, such Nurse shall be entitled to a leave of absence, without pay, for a period of up to eight (8) months duration, consideration being given to any requirements of adoption authorities. The Nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, to the Director of the appropriate Division upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Nurse finds it impossible to request the leave of absence in writing, the request may be made verbally to the Director of the appropriate Division and subsequently verified in writing to the Director of the appropriate Division.
- i) The Nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- j) On confirmation by the employment Insurance Commissioner of the appropriateness of the Region's Supplemental employment Benefit (SUB) Plan, a Nurse who is on parental leave as provided under this Agreement who is in receipt of employment Insurance adoption benefits pursuant to Section 20 of the employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week employment Insurance waiting period, and receipt by the Region of the Nurse's employment Insurance cheque stub as proof that she is in receipt of employment Insurance adoption benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate of her last day worked prior to the commencement of the leave times her normal weekly hours.

Educational

- 11:05 Nurses may be granted leave of absence up to one (1) year without pay or accumulation of seniority to attend University for further job related education. Seniority shall be retained and not accumulated during such leave.

Association Leave

- 11:06 a) Leave of absence without pay or loss of seniority will be granted to not more than three (3) Nurses who have completed their probationary period at a time to attend Association conventions, seminars and Provincial Committee Meetings. The maximum time off in any calendar year shall not exceed fifty (50) working

days aggregate for the bargaining unit. During such leaves of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contribution to benefits. Request for such leave of absence will be submitted in writing to the appropriate Director, two (2) weeks prior to commencement of such leave and approval of such request shall not be unreasonably withheld.

- b) A Nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, will be granted leave of absence without pay up to a total of fifty (50) days annually. There shall be no loss of seniority for the purpose of salary advancement during such leave of absence. Leave of absence for Board Members of the Ontario Nurses' Association will be separate from the Association's leave provided in Article 11:06 (a) of this Agreement. During such leave of absence salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits.
- c) A Nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leaves of absence salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits.

The Nurse agrees to notify the Employer of her intention to return to work within four (4) weeks following termination of office.

Employment-Related Seminars

- 11:07 Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending courses, workshops, or seminars directly related to the Nurse's employment may be granted at the discretion of the appropriate Director. Nurses attending will do so without loss of pay, and registration fees and expenses will be paid by the Employer and/or Nurse. It is understood that should the Nurse be directed by the Employer to attend, registration fees and expenses will be paid by the Employer.

With Pay

- 11:08 The Medical Officer of Health or the Commissioner of Social & Community Services may grant, on application, leave of absence with pay to a maximum of three (3) working days to a Nurse, if in the opinion of the Medical Officer of Health or the Commissioner of Social and Community Services the reasons for the request are justified and the granting of the same will not interfere with the efficient operation of the Department. **The intent of this leave is to assist an employee in coping with unforeseen personal contingencies or emergencies for which preplanning would not be possible.**

Personal

- 11:09 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Medical Officer of Health, Commissioner of Social and Community Services or designate. Such requests are to be given as far in advance

as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. The granting of the request will not interfere with the efficient operation of the department. When a personal leave of absence is granted, a Nurse will not be required to first use her vacation entitlements.

ARTICLE XII - LEAVE FOR SICKNESS

12:01 a) Commencing January 1, 1975, By-law no. 68-74 of the Regional Municipality of Halton as amended from time to time shall apply to Nurses covered by this agreement. For the purposes of this agreement, the dates of December 31, 1973 and December 31, 1974 wherever they appear in Paragraph 12 of By-law No. 68-74 as amended shall be replaced by the dates of December 31, 1974 and December 31, 1975 respectively

b) By-law No. 68-74 is further amended by this agreement by:

- i) Changing Schedule "A" to provide a maximum benefit of 15 weeks.
- ii) Paying benefits when a Nurse is absent for sickness on the basis of service of:
 - at least 3 months - 66-2/3 of salary
 - at least 1 year - 70% of salary
 - at least 2 years - 80% of salary
 - at least 3 years - 90% of salary
 - at least 4 years - 100% of salary
- iii) Deleting Paragraph 8
- iv) Deleting Paragraph 13
- v) Deleting Paragraph 15

ARTICLE XIII - HOLIDAYS

13:01 No full-time Nurse shall have her *salary* reduced by reason of the observance of the following holidays:

½ Day New Year's Eve	Civic Holiday
New Year's Day	Labour Day
Good Friday	Thanksgiving Day
½ Day of Christmas Eve	Victoria Day
Christmas Day	Canada Day
Boxing Day	

In addition to these days, **two additional days shall be allowed as floating holidays** to be taken at a time convenient to the Nurse and her respective Manager/Supervisor. The floating holiday will be granted commencing with the calendar year in which the Nurse completes six (6) months of employment.

13:02 If any of the above days fall on a Saturday or on a Sunday, the Friday preceding or the Monday following shall be deemed to be a paid holiday and shall be observed as a day in lieu thereof, The alternative day (Friday or Monday) will be determined by the Employer and the Association shall be so advised.

- 13:03 In order to qualify for such holiday a Nurse must work her last scheduled working day before and her first scheduled working day after such holiday except if absent through verified illness and must work on the holiday if she is scheduled to work, except when excused from so doing by the Medical Officer of Health, Commissioner of Social and Community Services, or designate.
- 13:04 When any of the holidays listed in Clause 13:01 occur during a Nurse's vacation with pay period, an extra day's vacation is allowed subject to clauses 13:01 and 13:02 above.
- 13:05 Whenever a Nurse is required to work and works on any of the above holidays, she shall either be paid for working at the rate of time and one half (1-1/2) her normal hourly rate for all hours so worked in addition to her normal pay for the day or by mutual agreement with her Manager/Supervisor, she shall receive premium pay at the rate of time and one half (1-1/2) her hourly rate for all hours worked on such holiday and shall receive another day off with pay.

ARTICLE XIV - VACATIONS

- 14:01 Vacations with pay shall be granted as follows:
- (a) Nurses with less than one year of continuous service as of June 30th, one and one-quarter (1-1/4) days with pay for each completed month of service.
 - (b) Nurses who have completed one year and less than three years continuous service as of June 30th, three weeks.
 - (c) Nurses who have completed three years and less than fifteen years of continuous service as of June 30th, four weeks.
 - (d) Nurses with fifteen years and more of continuous service, five weeks.
 - (e) Nurses with twenty-four (24) years and more of continuous service, *six* (6) weeks.
- 14:02 When a Nurse's employment is terminated for any reason she shall be entitled to vacation pay in proportion to the time worked during the vacation year.

ARTICLE XV - HOURS OF WORK

- 15:01(a) The Employer does not guarantee any hours of work. The regular work week shall consist of thirty-seven and one-half (37.5) hours per week to be worked in not more than five (5) days of regular daily working hours of seven and one-half (7.5) hours each. The regular days of work shall be Monday to Friday inclusive.

(b) Effective April 1, 1997, the hours of work for the Board of Health Nurses will be thirty-six and one-quarter (36.25) hours per week to be worked in not more than five (5) days of regular daily working hours of seven and one-quarter (7.25) hours each. Newly hired employees will commence employment at thirty-five (35) hours per week to be worked in not more than five (5) days of seven (7) hours each.

(c) On the ratification of this agreement, employees within 60 months of normal retirement will have the option of working at 37.5 hours per week.

15:02 If a Nurse is authorized by the Medical Officer of Health, Commissioner of Social & Community Services or designate, to work in excess of the normal hours in the day as found in Article 15:01, **with the agreement of management** such Nurse shall have the option of electing payment at the rate of time and one-half (1-1/2) her normal hourly rate for all hours so worked or time off at the rate of time and one-half (1-1/2) for all the hours so worked. Such time off shall be at a mutually agreeable time.

15:03 On each working day there shall be an unpaid meal break of at least one-half (1/2) hour and two fifteen (15) minute paid rest periods, one in each half of the work day.

15:04 **If a Nurse is required** by the Medical Officer of Health, Commissioner of Social & Community Services or designate to work overtime she will be paid time and one-half (1½) for all hours worked on such days or **may chose to be** granted time off in lieu of overtime at the rate of one and one-half (1-1/2) hour for every hour of overtime worked, at a time mutually agreeable to the Manager/Supervisor and Nurse.

15:05 A Nurse assigned the responsibilities of Team Leader on a two-year rotational basis will receive, while assigned, a semi-annual lump sum payment of two hundred and fifty dollars (\$250.00) payable January 1st and July 1st. Nurses who do not complete their term as Team Leader will receive a pro-rated amount.

15:06 **Flex Time**

1. **The normal hours of work for full time employees are defined in article 15:01.**
2. **The adjusted work day allows employees to work the standard number of hours on a daily basis, with flexible start and finish times within limits established by management. The Regions normal office hours are from 8:30 a.m. to 4:30 p.m., Monday to Friday.**
3. **Overtime will be compensated in accordance with Article 15:04 and 15:02.**

ARTICLE XVI - RATES OF PAY AND CLASSIFICATION

16:01 Salary scales are set out in Appendix "A" which forms part of the Collective Agreement.

ARTICLE XVII - CAR ALLOWANCE

- 17:01 A Nurse who, in the course of her normal duties, is required to operate a privately owned automobile, shall be required to carry One Million (\$1,000,000.00) Dollars inclusive liability insurance coverage.
- 17:02 Nurses required by the Employer to use their personal vehicle on Regional business as a condition of employment shall receive the Employer's prevailing kilometre rate for all kilometres driven on the employer's behalf.
- 17:03 If a Nurse is transferred for a temporary period of up to forty (40) working days from her home office to another office the extra miles driven from and to her home office each day will be considered miles driven on duty.

ARTICLE XVIII - EMPLOYEE BENEFITS

- 18:01 The Ontario Municipal Employees' Retirement System Act, 1961-62, as amended from time to time, shall apply to full-time and eligible part-time Nurses covered by this Agreement, The Employer and the Nurse shall contribute equally to the Pension Plan.
- 18:02 The Employer agrees to contribute towards the premium coverage of participating eligible Nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirement.
- (a) Hospital/Medical - The Ontario Health Insurance Plan for hospitalization and medical care. This is currently covered by the Employer Health Tax.
- (b) Extended Health - The Extended Health Plan, with a deductible of \$15 single and \$25 family, including semi-private hospital, prescription drugs and other medical expenses and vision care providing up to \$200.00 for prescribed eye glasses or contact lenses to each insured family member **every 24 months effective December 1st, 1998** as detailed in the Master Policy on file with the Employer. The Employer will pay seventy-five (75) percent of the premium.
Drug Dispensing Fees - Cap of \$8.50 on dispensing fees for prescription drugs effective December 1, 1998.
- (c) Life Insurance - A Plan for Group Insurance to provide life insurance plus accidental death and dismemberment benefits in the amount of two times annual salary. The Employer will pay one hundred (100) percent of the premium.
- (d) Dental Plan - A plan to provide dental care equivalent to Blue Cross #9 with covered expenses to be paid at the current Ontario Dental Association fee schedule, as detailed in the Master Policy on file with the Employer. The Employer will pay seventy-five (75) percent of the premium. **Routine dental check-ups for "Adults Only" will be once every (9) nine months.**
Rider # 2
Dentures - Work done is subject to 50% co-payment and employees reimbursement is subject to yearly \$1000. Limit of the basic dental plan.

Rider # 3

Orthodontic Services - Life time maximum of \$1500. 50% life time co-payment.

Rider # 4

Restorative - Subject to 50% co-payment and employees reimbursement is subject to the yearly \$1000. Limit of the basic dental plan.

- (e) Long Term Disability Plan - A plan to provide a benefit of 66-2/3's of base monthly salary commencing the 31st week of disability as provided by the Master Insurance Policy. The Employer will pay seventy-five (75) percent of the premium.

The balance of the monthly premiums (i.e. 25% in b), 25% in d) and 25% in e)) will be paid by the Nurse by deduction of the appropriate amounts from her pay cheque. The Employer will retain the Nurse's share of reduced employment insurance premium in consideration of the cost of benefit premiums paid on behalf of the Nurse.

- 18:03 If a Nurse dies while in the service of the Employer or is permanently disabled, thus facing her early retirement, the Employer, will pay or cause to be paid to the Nurse or to the Nurse's estate the following:

- (a) The balance of salary owing to date of demise or date of early retirement.
- (b) Payment for unused vacation allowance.
- (c) Death and/or pension benefits due under the Worker's Compensation Act.
- (d) Death and/or pension benefits due under O.M.E.R.S.

- 18:04 Regular part-time Nurses shall be paid a percentage in lieu of fringe benefits in accordance with the following formula:

- a) for those Nurses who do not participate in OMERS: applicable straight time hourly rate plus thirteen percent (13%).
- b) for those Nurses who participate in OMERS: applicable straight time hourly rate plus (thirteen percent (13%) minus pension contribution).

The percentage paid to a regular part-time Nurse in addition to her straight time hourly rate shall be in lieu of all fringe benefits (being those benefits paid in whole or in part by the Employer as part of direct compensation or otherwise, inclusive of payment for the statutory and declared holidays enumerated in Article 13, save and except salary, vacation pay, jury and crown witness duty and bereavement pay).

It is understood that the regular part-time Nurse's straight time hourly rate does not include the additional percentage in lieu of fringe benefits which shall not be included for the purpose of computing any premium or overtime payments.

- 18:05 During a Nurse's pregnancy and/or parental leave, the Employer shall continue to make the Employer's contribution for the benefits provided in 18:02 for a maximum of thirty-five (35) weeks for maternity leave and eighteen (18) weeks for parental leave, unless the Nurse gives the employer written notice that she does not intend to pay her contribution, if any, of the appropriate premium. Premium costs for the balance of the leave(s) shall be the responsibility of the Nurse as set out in Article 22.

18:06 The Employer shall continue to pay the premiums for the benefits provided in 18:02 for a maximum of twelve (12) weeks for a Nurse on Employment Insurance sickness benefit and a maximum of twenty four (24) months from the last date actively at work for a Nurse on LTD.

ARTICLE XIX • MEAL ALLOWANCE

19:01 When a Nurse is scheduled by her Manager/Supervisor to work more than two (2) hours overtime in one day and it is not possible for her to return home for dinner she shall be paid a meal allowance of Eight Dollars and Fifty Cents (\$8.50).

ARTICLE XX • RETIREMENT POLICY

20:01 In accordance with the retirement policy of the Regional Corporation, Nurses shall retire on the first day of the month following the 65th birthday.

ARTICLE XXI • REGULAR PART-TIME AND CASUAL NURSES

21:01 a) A regular part-time Nurse is a Nurse who works a regular and continuous **part-time** work week.

b) A casual Nurse is a Nurse who works full time or part time hours on an interim or replacement basis.

21:02 All articles of the collective agreement apply to a regular part-time Nurse except where specifically excluded or amended in this article:

- 1) Separate seniority list;
- 2) Article XII - leave for sickness does not apply;
- 3) Article XIV - vacations apply on a pro-rata basis;
- 4) Hourly rate as per Appendix "A".

5) Article 13 (Holidays) does not apply except should a Nurse be required by the employer to work on any of the holidays listed in 13:01 (excluding a Floating Holiday), she shall be paid for working at the rate of time and one half (1.5) her normal hourly rate for all hours worked.

21:03 The term "pro-rata basis" means the equivalent percentage that the number of days worked bears to the regular full-time work week.

21:04 All articles of the Collective Agreement apply to a casual Nurse except where specifically excluded or amended in this article:

- 1) Separate seniority list;
- 2) Article XII - leave for sickness does not apply;
- 3) Article XIII (Holidays) does not apply except should a Nurse be required by the employer to work on any of the holidays listed in 13:01 (excluding a Floating Holiday), she shall be paid for working at the rate of time and one half (1.5) her

- normal hourly rate for all hours worked;
- 4) Article XIV - Eight (8%) percent of gross earnings paid on each pay;
- 5) Article XVIII - Employee benefits - does not apply;
- 6) Hourly rate as per Appendix "A".

- 21:05 (a) A casual Nurse who is required to remain available for standby duty on weekends (from 4:15 p.m. on Friday to 8:30 a.m. on Monday) and/or paid holidays shall receive standby pay in the amount of \$2.25 per hour for the period of standby scheduled by the Region. Such employee will receive time and one-half her regular pay rate for time worked during the period of standby.
- (b) When any Nurse is required to standby, the Regional Corporation will pay a standby allowance of \$2.25 per hour.

ARTICLE XXII - APPLICATION OF AGREEMENT

- 22:01 The provisions of this Agreement shall apply only to those Nurses on the payroll of the Employer at the date of the signing of the Memorandum of Settlement and to those persons who become Nurses after the signing of the Memorandum of Settlement.
- 22:02 Any benefit contained in the Agreement shall be contingent upon the Nurse being in actual receipt of salary from the Employer and shall be pro-rated as to the period of time actually worked to the nearest full pay period or for which the Nurse was actually in receipt of salary from the Employer. When the Nurse requests, the benefits in which she is enrolled under Article XVIII will be continued during the time that she is not in receipt of salary provided she pays the full premium cost therefore. Benefit premium payment for Nurses on pregnancy and/or parental leave shall be as set out in Article 18:05.

ARTICLE XXIII - PROFESSIONAL RESPONSIBILITY

- 23:01 In the event that the Employer assigns a number of clients or a workload to an individual Nurse or group of Nurses such that she or they have cause to believe that she or they *are* being asked to perform more work than is consistent with proper client care she or they shall:
- (a)(i) complain in writing to the Association Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Association Management Committee shall convene a meeting of the Association 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 Association Management Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered Nurses; one chosen by the Regional Corporation and one chosen by the other two from a panel of four 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 day 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. During the term of this Agreement, the parties shall meet as necessary to review and amend by agreement the List of Chairpersons of the Professional Responsibility Assessment Committee.

(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.

23:02 Only those employees directly involved in the complaint shall be involved in any meetings to hear the complaint.

ARTICLE XXIV - PERSONNEL FILE

24:01 Any letter of reprimand, suspension or other sanction will be removed from the personnel file of a Nurse 18 months following the receipt of such letter, suspension or other sanction, provided that the Nurse's personnel file has been discipline free for such 18-month period, and a request in writing to remove such letter or letters, suspensions or other sanctions is received by the Employer.

24:02 When a formal performance appraisal is completed, the Nurse will be given a copy of the document and the opportunity to sign it. She will also be able to identify any areas of disagreement, and to respond in writing, with a copy of such reply to be included in her personnel file. Upon at least 24 hours notice, a Nurse may review her personnel file in the presence of a Human Resources Officer.

ARTICLE XXV - MISCELLANEOUS

25:01 On April 1, 1997, full-time Nurses will receive a lump sum payment of 65 hours. Part-time Nurses will receive a lump sum payment that is pro-rated.

25:02 The parties to the Collective Agreement agree to share the costs of printing the Collective Agreements in a format agreeable to the parties.

ARTICLE XXVI - DURATION OF AGREEMENT

26:01 **This agreement shall be for a period of two (2) years commencing on April 1, 1998 and ending on March 31, 2000.**

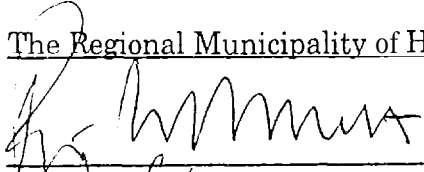
26:02 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter, unless either party notifies the

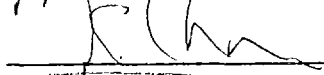
other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made within the period of ninety (90) days prior to the termination date of this Agreement or any subsequent anniversary of termination.

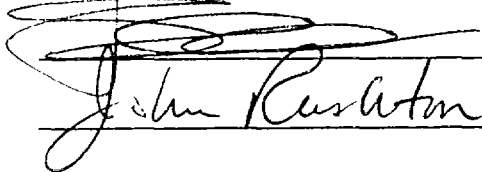
26:03 Negotiations with respect to the renewal of the Agreement shall commence within fifteen (15) days of such notice, or such other time as may be agreed upon by the parties.

Dated at Oakville, Ontario, this ____ day of _____, 199__.

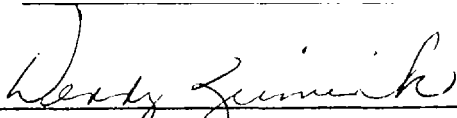
The Regional Municipality of Halton



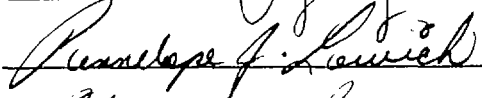



John Rushton

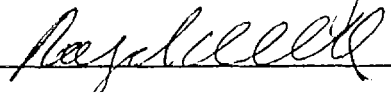
The Ontario Nurses' Association



Linda Doherty



Florence Bonnyon



RN's			Existing Emp		Existing Emp	
New Hires			hired prior		New Hires	
LOCAL 1	after 4/1/1997		to 4/1/1997		after 4/1/1997	
	35 hr/wk		36.25 hr /wk		35 hr/wk	
	1-Apr-98	.827	1892.25		1-Apr-99	.827
START	20.16	36,823.55	38,138.68		20.52	37,486.37
ONE	21.07	38,500.74	39,875.76		21.45	39,193.75
TWO	21.78	39,786.58	41,207.53		22.17	40,502.74
THREE	22.66	41,407.86	42,886.71		23.07	42,153.20
FOUR	23.43	42,805.51	44,334.28		23.85	43,576.01
FIVE	24.01	43,867.73	45,434.44		24.44	44,657.35
SIX	24.62	44,985.86	46,592.49		25.07	45,795.60
SEVEN	25.37	46,346.24	48,001.46		25.82	47,180.47
EIGHT	26.25	47,967.52	49,680.65		26.73	48,830.93
NINE	26.93	49,197.46	50,954.51		27.41	50,083.01
LOCAL 1						
	1-Apr-98	35 hr/wk	36.25 hr /wk		1-Apr-99	35 hr/wk
		.827	1892.25			.827
START	20.50	37,457.15	38,794.91		20.87	38,131.38
ONE	21.44	39,171.61	40,570.60		21.83	39,876.70
TWO	22.12	40,420.18	41,863.76		22.52	41,147.75
THREE	23.04	42,097.37	43,600.85		23.46	42,855.12
FOUR	23.53	42,991.87	44,527.29		23.95	43,765.72
FIVE	24.58	44,911.31	46,515.29		25.02	45,719.72
SIX	25.30	46,215.79	47,866.36		25.75	47,047.68
SEVEN	26.32	48,079.33	49,796.45		26.79	48,944.76
EIGHT	27.34	49,942.87	51,726.55		27.83	50,841.84
NINE	28.36	51,806.41	53,656.64		28.87	52,738.93

2. Public Health Nurses shall proceed from the minimum of a classification to the maximum at annual increments as outlined above until the maximum is reached.
3. Registered Nurses shall proceed from the minimum of a classification to the maximum at annual increments as outlined above until the maximum is reached.
4. The annual increments are to be effective on the individual full-time Nurse's anniversary date of employment in the classification with the Employer. If a full-time Nurse's leave of absence without pay exceeds thirty (30) continuous calendar days during such twelve (12) month period, her anniversary date will be extended by the length of such absence over and above such thirty (30) days. Association leave shall not be considered absence without pay for the purpose of this clause.
5. All part-time Nurses shall maintain their present position on the salary grid. A Part-time Nurse shall move along the salary grid after each 1500 hours worked.
6. Previous pertinent experience acceptable to the employer shall **be** recognized to the degree of one (1) increment for each two years of previous experience to the maximum of the salary range.

Wage Rates

Effective March 31, 1998, all classifications in the collective agreement will receive a 2% increase.

Effective March 31, 1999, all classifications in the collective agreement will receive a 1.8 % increase.

THE REGIONAL MUNICIPALITY OF HALTON

BY-LAW NO. 68-74

A BY-LAW TO PROVIDE SICK LEAVE CREDIT PLAN

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HALTON HEREBY ENACTS AS FOLLOWS :

1. A sick leave plan is established for all persons who are employed, on a full-time basis, by the Regional Municipality of Halton. Employees who:

(1) Are employed on a fixed-term contract for a period of less than one year are not eligible to participate in this Plan.

(2) Are required to work regularly for not more than 30 hours per week regardless of the contract term, are not eligible to participate in this Plan, or

(3) Are part of a bargaining unit certified by the Labour Relations Board under the Labour Relations Act, R.S.O. 1980, Chapter 228, as amended are not eligible to participate in this Plan unless the collective agreement governing said employees both provides otherwise and is in full force and effect.

2. The plan shall be deemed to have been established on January 1, 1974 and any benefits heretofore received in 1974 by an employee of the Regional Corporation shall be deemed to have been benefits derived from this plan.

3. (1) An employee may claim the benefits of this plan when absent from his place of employment because of illness.

(2) The benefits are set forth in Schedule "A" hereto.

(3) When benefits are received under this plan and the employee returns to work as provided herein, the employee's total weeks of benefit shall be reinstated only after he completed four weeks of work without further absence.

4. In this By-law, illness means:

(1) A physical or mental disability which in the discretion of the employee or employer renders the employee unable to fulfil, reasonably or capably, the requirements of his job for a period of more than three hours in a working day and not more than two working days: herein call a Class I illness).

(2) A Physical or mental disability the result of which is such that the employee is incapable of returning to work after an absence therefrom for more than two consecutive working days (whether or not one or both are holidays are recognized by the Regional Corporation) herein called a Class II illness.

5. (1) The benefits of this plan are available to eligible employees and are based on the length of service of the employee in the employment of the Regional Corporation, which time period shall be known as "credited service".
- (2) Notwithstanding paragraph 5 (1) hereof persons employed prior to January 1, 1974 by local municipalities or local boards but not including Police Commissions, as defined in the Region of Halton Act, 1973, or by the County of Halton or any of its boards or Committees, shall be deemed to have "credited service", equivalent to the length of service as employees of the aforementioned bodies.

Provided however, (a) that as employees of the said bodies, they would have been "eligible" as defined in paragraph 1 hereof and, (b) that the length of time of employment at no time was interrupted by voluntary termination of employment in excess of three months. If either of the foregoing provisions is applicable, then in the case of (a), the length of service shall not include the time period when the employee was not "eligible" and, in the case of (b) the length of service calculation is to commence at the most recent time of return to employment.

This paragraph is applicable only during the year 1974 and not to any person who commence employment thereafter.

6. If an employees claims entitlement to the benefits of the Sick Leave Plan by virtue of a Class II illness, then the following conditions must be fulfilled by the employee:
 - (1) Evidence of disability shall, (unless the need for it is waived by the Head of the Department to which the employee is responsible) be in writing and signed by a medical physician who has examined the employee during this period of disability and attests to the disability in his opinion.
 - (2) Evidence must be provided every subsequent 20 days of continuous absence, in a form similar to that required by paragraph 6(1) and, in addition, it shall include a statement as to when in the physician's opinion, the employee is able to return to work.
 - (3) If required by the Director of Human Resource Services, a release and direction to allow the employee's medical records to be delivered to a physician of the Regional Corporation's choice for an independent opinion will be provided.
 - (4) Notwithstanding any other provisions of this By-law before any person is eligible to receive any benefits in this plan, he shall have an examination by a qualified medical practitioner approved by the Director of Human Resource Services and the medical report shall confirm that the person is free from any ailment or disease which might cause absence from work and that the employee is capable of the work to be performed. The Director of Human Resource Services may allow a person to commence employment, conditional upon a satisfactory report being submitted as required herein, within two weeks, but in no case shall the person be paid until the report is received.
7. An employee who is unable to report to work because of illness shall notify his immediate superior or Department Head, at the commencement of his normal work day.
8. Does not apply.

9. An employee persistently claiming leave for illness shall be subject to investigation by a Board of Review, consisting of the Medical Officer of Health or designate, the Director of Human Resource Services, and the Head of the Department concerned. The Board of Review shall consider all relevant matters pertaining to the employee's leave for illness and shall take such action as may be necessary in regard to the employee's continued employment.
10. An employee shall not be paid for any time when absent from work resulting from an illness or injury arising out of the performance of work for gain for a employer or person, other than the Regional Corporation and the provisions of the By-law, shall not apply thereto.
11. When an employee is absent from work because of illness and exhausts the benefits of the provisions of this By-law the continuance of his employment shall be subject to review by the Regional Corporation. When the employee returns to work he shall submit a statement from his personal physician confirming that he is capable of performing his duties, and if deemed necessary, the Director of Human Resource Services may require the employee to be examined by any other qualified medical practitioner.
12. (1) Subject to paragraph 13 of By-law 68-74, an employee who, prior to becoming an eligible employee of the Regional Corporation, participated in a sick leave benefit plan that provided for accumulation of sick leave credits, which were eligible under that plan to be convertible into a cash equivalent on termination of employment shall, on termination of employment with the Regional Corporation, be paid the cash equivalent available to him as of December 31, 1974. Unless waiver as provided under Section 13 (2) is exercised by the employee, interest shall be paid annually commencing December 31, 1974, on the cash equivalent based on the rate paid by the Regional Corporation on July 1, preceding the payment due.

(2) When an eligible employee has credited service, as defined herein in paragraph 5 (2), in excess of one calendar year, and, when such credited service was accumulated under the Sick Leave Credit Plan with an employer described in paragraph 5 (2) hereof, which provided for vesting of Sick Leave Credits, and, when not less than 60% of the total number of days to which he would have been entitled under the previous plan, still remained to the credit of the respective employee as of December 31, 1973, then, notwithstanding any other clause herein contained, if the employee would have been entitled to the vesting of these accumulated credits had he continued in the service of his former employer, he shall be entitled to the cash equivalent of these credits accumulated as a full-time employee of the Regional Municipality of Halton and completes the balance of service time required under the former plan for the non-vesting credits to "vest" and provided he was an employee of the Regional Municipality of Halton as of January 1, 1975.
13. Does not apply.
14. Where an employee is entitled to benefits under this plan for an absence which falls on a holiday recognized by the Regional Corporation, she shall not be entitled to, nor be paid for both sick leave benefits and the designated holiday, on the day in question. But this paragraph shall not be construed so as to affect the provisions and requirements of paragraph 6.

15. Does not apply.

N.B. This document is an office consolidation of By-law No. 68-74 as amended by By-laws No. 137-74, 44-74 and 63-75, and 24-82.

SCHEDULE "A"

Total Credited Service	Amount of Sick Pay	Work Weeks of Benefits
At least 3 Months	66-2/3%	15
At least 1 Year	70%	15
At least 2 Years	80%	15
At least 3 Years	90%	15
At least 4 Years	100%	15

Appendix "C"

MEMORANDUM OF AGREEMENT

Between

**THE REGIONAL MUNICIPALITY OF HALTON
and
LOCAL ONE (1) OF THE ONTARIO NURSES ASSOCIATION**

COMPRESSED WORK WEEK PROGRAM

I. OBJECTIVES

- (1) To maintain job efficiency.
- (2) To increase the accessibility of Community Health Services, Home Care Services and Health Protection Services to the Community.
- (3) To maintain the current level of service to the Community.
- (4) To maintain job satisfaction and positive morale amongst nurses.

Note: Any concerns arising from this program shall be discussed at an Association - Management meeting.

II. SELECTION OF PERSONNEL

- (1) The following categories of nurses with the Regional Municipality of Halton's Health Department, upon successful completion of their probationary period, shall indicate their intention in writing to their appropriate Manager/Supervisor to be considered for the compressed work week program:
 - (a) full-time nurses;
 - (b) casual part-time nurses who work seventy-five (75) hours per pay period.
- (2) Selection of the participants will be made in accordance with the Collective Agreement Article 10. The participating nurses(s) shall continue to have all rights and privileges of the Collective Agreement between the parties.
- (3) Thirty days notice in writing is required to opt out of this program.
- (4) Thirty (30) days notice in writing is required to opt into the program.

III. THE COMPRESSED WORK WEEK AND HOURS OF WORK

(1) Compressed Work Week Hours of Work

In Two - "Two Week" Pay Periods:

15 days @ 8.0 Hours	=	120.00 Hours
4 days @ 7.5 Hours	=	30.00 Hours
1 day off @ 7.5 Hours	=	7.50 Hours
Total Paid Hours	=	150 Hours

With one-half (1/2) hour unpaid meal break per day.

- (2) For those nurses who do not wish to participate in the compressed work week, hours of work shall be as outlined in the Collective Agreement.
- (3) Time schedules shall be prepared on an annual basis by the Nurses and submitted to Management for approval by no later than January 31st. Management will post the schedule by March 1st.
- (4) For the two (2), "two(2) week" pay periods at Christmas and New Year's the participating Nurses' hours of work will revert to 7.5 hours.
- (5) On the eight (8) hour working day the hours of work shall be 0815 - 1645 hours and on the seven point five (7.5) hour working day the hours of work shall be 0830 - 1630 hours,

IV. SICK LEAVE, PAID HOLIDAYS, VACATION & PERSONAL APPOINTMENTS

- (1) It is understood that any nurse(s) who is absent from work for any reason including sick leave shall be deemed to be absent from work for the number of hours scheduled for that day, unless defined otherwise in Article 12 and the accompanying by-law 68-74.
- (2)(a) A paid holiday falling on a nurse's day off will result in the nurse receiving a seven point five (7.5) hour day off with pay in either the week before or the week after the holiday within the posted two (2) "two week" pay period rotation.

(b) If a paid holiday falls on any scheduled eight (8) hour day, the nurse will be paid 7.5 hours for such day and the eight (8) hour day will be rescheduled on any 7.5 hour scheduled day within the posted two (2) "two week" pay period rotation.
- (3) Vacation time off is to be recorded in actual hours, e.g:

20 vacation days x 7.5 hours per day = 150 vacation hours
- (4) Personal appointments are to be arranged on the participating nurse's time off (except under exceptional circumstances in accordance with the present practice).

V. TERMINATION

This program shall be interrupted by the end of June and resumed in early September as determined by the Association-Management Committee, During this interruption, participating nurses hours will revert to 7.5 hours.

The parties agree that the terms and conditions of the compressed work week program will terminate with the termination of the current Collective Agreement dated **April 9, 1992**.

LETTER OF UNDERSTANDING FOR JOB SHARING

Between

THE REGIONAL MUNICIPALITY OF HALTON

and

LOCAL ONE (1) OF THE ONTARIO NURSES ASSOCIATION

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

- (a) Job sharing shall be considered on an individual basis and shall be initiated through a written application by a permanent full-time nurse who wishes to job share her position. Applications shall be made to the nurses Director or designate. The Employer may, at its discretion limit the number of job sharing positions.
- b) Only a full-time position in the bargaining unit may be job shared. Accordingly, upon the termination of a job sharing arrangement, the job shared position will revert to a full-time position.
- (c) If two (2) full-time nurses wish to job share and the Employer agrees, the full-time position being shared need not be posted. The vacant full-time position will be posted in accordance with this Collective Agreement.
- (d) An incumbent full-time nurse wishing to share his/her position may do so if agreed by her Director or designate. The other half of his/her full-time position will be posted and selection will be made in accordance with the criteria set out in this Collective Agreement.
- (e) If one of the job sharers leaves the arrangement his/her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The position must be posted in accordance with the Collective Agreement. If the remaining nurse was a full-time nurse prior to job sharing, then she shall be given first priority to the full-time position.
- (f) It is understood that the concept of Job Sharing will not cost the Regional Municipality of Halton more by having two nurses share one job than one full-time nurse working full-time.
- (g) The Employer, the Union and the nurses involved reserve the right to assess the suitability of the job sharing arrangement after six and eleven months of the trial period.
- (h) Either party may discontinue the job sharing arrangement with sixty (60) days notice. Upon receipt of such notice a meeting shall be held between parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

- (i) Nurses sharing a job shall be subject to all the terms and conditions of this Collective Agreement between the Employer and the Association as provided for regular full-time nurses except as follows:
- (1) Each nurse shall pay regular monthly Association dues;
 - (2) Each job sharer shall accumulate a pro-rated amount of seniority normally accumulated by a regular full-time nurse;
 - (3) The total number of hours of the full-time position will be divided (i.e. 50/50 or 60/40) by the two (2) job sharers so as to equal one (1) full-time position. The division of hours of work of the full-time position between the two (2) Job Sharers shall be determined by mutual agreement between the two (2) Job Sharers and their Manager/Supervisor. The ultimate schedules shall be subject to the approval of the nurses' supervisors;
 - (4) Vacation pay shall be pro-rated as per regular part-time Nurses;
 - (5) Each job sharer shall be paid a percentage in lieu of benefits as per a regular part-time nurse, as per the Collective Agreement;
 - (6) It will be the responsibility of the job sharers to keep abreast of necessary workplace communications and activities;
 - (7) Job sharers will be paid for all hours worked, at the rate of pay that reflects their classification and level, in the salary schedule of the Collective Agreement;
 - (8) Job sharers shall be placed on the part-time seniority list;
 - (9) Where required, both job sharers will cover each others' vacations, and short term illnesses not exceeding two days. Job sharers will not be required to cover for their partner in cases of absence exceeding 30 days. If because of unavoidable circumstances one cannot cover the other, the Manager/Supervisor must be notified to arrange coverage.

EVALUATION OF JOB SHARING PROGRAM

Representatives from the Association and Management will meet as necessary for the purpose of evaluating the program.

The following aspects of service delivery activities will be taken into consideration: There may be others.,

1. Delivery of services to clients and the community.
2. Employer and employee satisfaction.
3. Opportunity to attend professional courses offered in the community.
4. Sick time and absenteeism.
5. Shared attendance at team meetings by each participant.
6. Shared attendance at in-services for professional development.
7. Shared participation of committees and/or special assignments.
8. Communication between job sharers, supervisors and other department staff members.
9. Opting in and opting out by members of the Job Sharing Program.

APPENDIX "B"

CORPORATE SERVICES DEPARTMENT
HUMAN RESOURCE SERVICES
TEL: (905) 825-6000 PAX: (905) 827-4032

January 14, 1999

Mr. Ralph Mills
Labour Relations Officer
Ontario Nurses Association

Dear Mr. Mills:

Re: **Organization Efficiencies Program (O.E.P.) Plan**

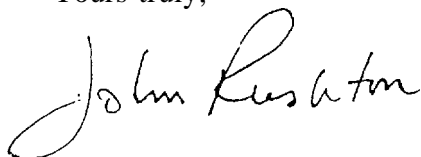
This will confirm the Regions intent that during the second year of ~~this~~ upcoming collective agreement the ONA Local (1) one bargaining unit will be given an opportunity to be included in a trial version of an ONA Local 1 Organizational Performance Pay Plan.

This ONA Local 1 version of the Regions O.P.P. Plan will include only ONA Local 1 members. The Gains will be developed from work within the sphere of their responsibility only. This plan will run for a trial of one year and will be renewed at the mutual consent of the Region and ONA.

All of the terms and conditions of the ONA Local 1 plan will be consistent with terms and conditions of the Regional O.P.P. Plan. These terms must be acceptable to both the Region and ONA Local 1 and should an issue rise which the parties cannot resolve, it will be referred to the Regional O.P.P. Plan Committee for resolution.

All submissions must flow through local executive. All savings achieved - this information will be shared with local executive.

Yours truly,



John Rushton
Staff Relations Specialist

JR:sa

APPENDIX "C"

CORPORATE SERVICES DEPARTMENT
HUMAN RESOURCE SERVICES
TEL: (905) 825-6000 FAX: (905) 827-4032

January 14, 1999

Mr. Ralph Mills
Labour Relations Officer
Ontario Nurses' Association

Dear Mr. Mills:

Re: Letter of Agreement Re: Educators

1. The Region agrees that any Nurse who is currently an Educator or in future any Nurse who is successful in applying for the position of Educator will fall within the scope of the ONA Bargaining Unit; for as long as the Nurse remains in the position.
2. The Rate of pay for the position of Educator will be as listed in the Regional job posting.
3. Should a position for Educator become vacant in the future the posting for vacancy will not be restricted to the ONA Bargaining Unit, nor will it be posted in a manner that will exclude members of the ONA Bargaining Unit.

Yours truly,

John Rushton
Staff Relations Specialist

JR:sa

APPENDIX "D"

CORPORATE SERVICES DEPARTMENT
HUMAN RESOURCE SERVICES
TEL: 905 825 6123 FAX: 905 825 4032

January 14, 1999

Mr. Ralph Mills
Labour Relations Officer
Ontario Nurses Association

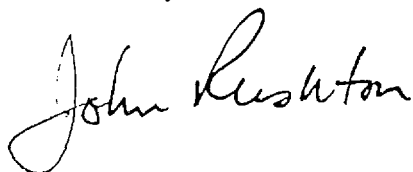
Dear Mr. Mills

Re: Part-time nurses and casual contracts

When regular full time and regular part-time nurses apply and are accepted for a casual contract position they will retain their existing benefit coverage or percentage in lieu of benefits while in that position. This letter is not intended for permanent changes in employment status.

It is further agreed that the nurse's position will be held for the term of the contract position.

Yours truly,



John Rushton
Staff Relations Specialist