

HALTON Reg. H. Dept.

H. U.   
 Y. W. W. W.

THIS AGREEMENT MADE THIS 5<sup>TH</sup> DAY OF May, 2000

BETWEEN:

**THE REGIONAL MUNICIPALITY OF HALTON**

(Hereinafter called the EMPLOYER)

**OF THE FIRST PART AND**

**ONTARIO NURSES ASSOCIATION Local 1**

**Halton Health Programs Bargaining Unit**

(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;

RECEIVED  
NOV 14 2000

HAL 000 07209(06)

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;

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 **Bargaining Unit** 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 31<sup>st</sup>, 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 the Association's duly chartered Local namely **Halton Health Programs Bargaining Unit**, 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** 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 **and a written** complaint to her immediate **Manager with a copy to the Union**. The **Manager** 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**. **The intent of the written notification is only to formalize the verbal stage of the grievance.**

#### 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 **Labour** 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 **mediation or** arbitration as provided for in **Articles 9 & 10** 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 Any grievance initiated by Management will be referred in writing to the Union Staff Representative **within thirty (30)** calendar days of the occurrence of the circumstances giving rise to the grievance, and the Union Executive shall meet within ten (10) working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within ten (10) working days of such meeting, either party may refer the grievance, to a Board of Arbitration as provided in Article X. **Management will first attempt to resolve the matter in accordance with the process outlined in 7.02 (b).**

## **ARTICLE IX – GRIEVANCE MEDIATION**

9.01 At the request of either party the following mediation process will be used before any grievance is referred to arbitration. The intent of this process is to provide a neutral 3<sup>rd</sup> party who will attempt to resolve **the** grievance in a timely manner, to the satisfaction of both parties.

9.02 The parties will establish a list of three persons who will be asked to act, on a rotating basis, **as** a grievance mediator. The parties shall equally share the fees of the mediator.

9.03 The mediation session will **be** attended by a **maximum** of four (4) representatives ~~from~~ the Union (including the grievor) and a maximum of four (4) **from** Regional Management. The persons attending should be familiar with the content of the grievance and have the authority to enact a resolution.

- 9.04 Once written notice is given, to mediate a grievance the session shall commence within 60 calendar days. If the appointed mediator is unavailable within 60 days of the appointment then the appointment will be given to the next mediator in turn. In addition, should **any** of the applicable parties be unavailable within this 60-day period then they shall appoint a substitute to attend.
- 9.05 Provided the parties agree there shall be no limit to the number of grievances submitted for mediation at a single session. There shall be no use of legal counsel or witnesses for this mediation process. Any evidence which either party wishes to submit will be given to the other **party** at least three (3) calendar days prior to the mediation session.
- 9.06 **Any** concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
- 9.07 The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Should the mediation process occur during an employee's scheduled hours of work they will be paid their normal rate of pay.
- 9.08 Any resolution for grievances submitted to **this** mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may be submitted to arbitration or withdrawn.

## **ARTICLE X - ARBITRATION**

- 10:01 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 **either mediation as outlined in Article 9 or 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.
- 10:02 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.
- 10:03 No person may be appointed **as an** arbitrator, who **has** been involved in any attempt to negotiate or settle the grievance.
- 10:04 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.

10:05 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 XI - SENIORITY AND JOB POSTING

11:01 a) Subject to Article 11:08 and 11:09, 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 11:08 and 11:09, 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.

11:02 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.

11:03 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.



- 11:04 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.
- 11:05 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.
- 11:06 The Seniority lists will be prepared by **January 31<sup>st</sup>** and **July 31<sup>st</sup>** of each year. **A** copy of the **Seniority** List shall be forwarded to the Association.
- 11:07 Whenever a position becomes vacant or a new position is created, the Employer will post an appropriate notice on all bulletin boards for **seven** (7) 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 **Bargaining Unit** on the date it is posted by FAX or internal mail, depending on the facility at which the President works. The provisions of Clause 11:03 apply in determining the successful applicant.
- 11:08 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.

- 11:09 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.
- 11.10 (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 XII- LEAVE OF ABSENCE

### Bereavement

- 12:01 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 12:01(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 12:01 a) or 12:01 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 12:01 a) or 12:01 b).

**Crown Witness**

- 12:02 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**

- 12:03 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**

- 12:04 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** lured 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 check 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

- 12:05 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

- 12:06 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 12:06 (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.

### **Educational Leave**

12:07 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**

12:08 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**

12:09 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 XIII - LEAVE FOR SICKNESS

- 13:01 ) 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 XIV - HOLIDAYS

14:01 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 <del>Christmas</del> 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**. The floating holiday will be granted commencing with the calendar year in which the Nurse completes six (**6**) months of employment.

- )
- 14:02** 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.
- 14:03** 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.
- 14:04** When any of the holidays listed in Clause **14:01** occur during a Nurse's vacation with pay period, an extra day's vacation is allowed subject to clauses **14:01** and **14:02** above.
- 14:05** 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**, 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 XV - VACATIONS**

- 15:01** Vacations ~~with~~ pay shall be granted **as** follows:
- (a) Nurses with less ~~than~~ one year of continuous service **as** of June 30<sup>th</sup>, 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 30<sup>th</sup>**, three weeks.
  - (c) Nurses who have completed three years and less than fifteen years of continuous service **as** of June 30<sup>th</sup>, 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.

**15:02** 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 XVI - HOURS OF WORK**

**16:01** (a) The Employer does not guarantee any hours of work. The regular workweek shall consist of thirty-six and one-quarter **(36.25)** or thirty-five 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 or **seven (7.0) hours each**. The regular days of work shall be Monday to **Friday** inclusive.

(b) Effective April 1, 1997, the hours of work for the **Public** 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.

**16:02** 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 16:01, 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.

**16:03** 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.

**16:04** If a Nurse is required by the Medical Officer of Health, Commissioner of Social & Community Services or designate to work overtime on a Saturday, or Sunday or any of the holidays listed in Article 14:01, she will be paid time and one-half **(1 ½)** 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.

**16:05** 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 1<sup>st</sup> and July 1<sup>st</sup>. Nurses who do not complete their term as Team Leader will receive a pro-rated amount.

16:06 Flex Time

1. The normal hours of work for full time employees are defined in article 16:01.
2. The adjusted workday 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 16:04 and 16:02.

**16.07 Healthy Babies/Healthy Children Program Weekend Premium**

1. Work performed on Saturdays & Sundays for the above noted program will compensate the employees at their straight hourly rate plus a weekend premium of \$1.50.
2. There will be no requirement for an incumbent employee (hired prior to Sept. 1/99) to perform weekend work under the conditions described in this clause.
3. With the mutual consent of both the Manager and employee, full-time Nurses in this program **may** choose **to** flex their workweek over seven (7) days. Compensation for weekend work will be as per #1 above.

ARTICLE XVII- RATES OF PAY AND CLASSIFICATION

17:01 Salary scales are set out in Appendix "A" which forms part of **the** Collective Agreement.

ARTICLE XVIII - CAR ALLOWANCE

18:01 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.

18:02 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.

- 18:03 ) 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 XIX - EMPLOYEE BENEFITS

- 19:01 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.
- 19:02 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 **as** detailed in the Master Policy on file ~~with~~ the Employer. The Employer will pay seventy-five **(75)** percent of the premium.  
**Hearing Aid provision will be increased to \$300.00 every 3 years.**  
Drug Dispensing Fees - Cap of \$8.50 on dispensing fees for prescription drugs.  
Private Duty Nursing – Cap of \$25,000.00 during any 3 year period.
  - (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 \$1500.00. 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 31<sup>st</sup> 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.

19:03 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 OMERS.

19:04 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 14, 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.

)

**19:05** **During** a Nurse's pregnancy and/or parental leave, the Employer shall continue to make the Employer's contribution for the benefits provided in 19:02 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 23.

**19:06** The Employer shall continue to pay the premiums for the benefits provided in 19:02 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 XX - MEAL ALLOWANCE**

**20:01** When a Nurse is scheduled by her **Manager** 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 XXI - RETIREMENT POLICY**

**21:01** In accordance with the retirement policy of the Regional Corporation, Nurses shall retire on the first **day** of the **month** following the **65<sup>th</sup>** birthday.

## **ARTICLE XXII - REGULAR PART-TIME AND CASUAL NURSES**

**22:01** 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.

**22:02** 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 XIII - leave for sickness does not apply;
- 3) Article XV - vacations apply on a pro-rata basis;
- 4) Hourly rate **as** per Appendix "A".
- 5) Article 14 (Holidays) does not apply except should a Nurse be required by the employer *to* work on any of the holidays listed in 14:01 (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.

22:03 The term "pro-rata basis" means the equivalent percentage that the number of days worked bears to the regular full-time work week.

22:04 **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 XIII - leave for sickness does not apply;
- 3) Article XIV (Holidays) does not apply except should a Nurse be required by the employer to work on **any** of the holidays listed in 14:01 (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 XV - Eight (8%) percent of gross earnings paid on each pay;
- 5) Article XIX - Employee benefits - does not apply;
- 6) Hourly rate **as** per Appendix "A".

- 22:05
- (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 XXIII - APPLICATION OF AGREEMENT

- 23:01 ) 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.
- 23:02 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 XIX 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 19:05.

## ARTICLE XXIV - PROFESSIONAL RESPONSIBILITY

- 24:01 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.

24:02 Only those employees directly involved in the complaint shall be involved in **any** meetings to hear the complaint.

## ARTICLE XXV - PERSONNEL FILE

25:01 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.

25:02 When **the annual** 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 XXVI - MISCELLANEOUS

26:01 The parties to the Collective Agreement agree to share the costs of printing the Collective Agreements in a format agreeable to the parties.

26.02 **The term Manager used in this Agreement also includes the Supervisor classification and vice versa where the context so requires.**

26.03 **Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.**



**ARTICLE XXVII - DURATION OF AGREEMENT**

)

**27:01 This agreement shall be for a period of three (3) years commencing on April 1, 2000 and ending on March 31, 2003.**

**27:02 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.

**27:03** 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 \_\_\_\_\_, 2000.

The Regional Municipality of Halton

The Ontario Nurses' Association

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

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

## APPENDIX "A"

1. a) The Employer will classify nurses within the following classifications and pay the corresponding rates of pay:

### ONA LOCAL 1 – Halton Health Programs Bargaining Unit RATES/SALARIES

#### 2000 Wage Grid

LOCAL 1	RN's			PHN's, Nurse Therapists		
		New Hires after 4/1/1997 35 hr/wk	Existing Employees hired prior to 4/1/1997 36.25 hr /wk		New Hires after 4/1/1997 35 hr/wk	Existing Employees hired prior to 4/1/1997 36.25 hr /wk
	<b>1-Apr-00</b>	<b>1827.00</b>	<b>1892.25</b>	<b>1-Apr-00</b>	<b>1827.00</b>	<b>1892.25</b>
<b>START</b>	\$21.14	\$38,614.74	\$39,993.84	\$21.50	\$39,273.37	\$40,676.00
<b>ONE</b>	\$22.09	\$40,364.82	\$41,806.43	\$22.48	\$41,079.91	\$42,547.05
<b>TWO</b>	\$22.84	\$41,719.73	\$43,209.72	\$23.20	\$42,378.36	\$43,891.87
<b>THREE</b>	\$23.76	\$43,413.36	\$44,963.83	\$24.16	\$44,147.26	\$45,723.95
<b>FOUR</b>	\$24.57	\$44,881.17	\$46,484.07	\$24.67	\$45,069.35	\$46,678.97
<b>FIVE</b>	\$25.17	\$45,991.44	\$47,633.99	\$25.77	\$47,082.89	\$48,764.42
<b>SIX</b>	\$25.82	\$47,176.98	\$48,861.87	\$26.52	\$48,456.61	\$50,187.20
<b>SEVEN</b>	\$26.59	\$48,588.33	\$50,323.63	\$27.59	\$50,413.69	\$52,214.18
<b>EIGHT</b>	\$27.53	\$50,300.78	\$52,097.24	\$28.66	\$52,370.77	\$54,241.16
<b>NINE</b>	\$28.23	\$51,580.41	\$53,422.57	\$29.74	\$54,327.85	\$56,268.14

## 2001 Wage Grid

LOCAL	RN's			PHN's, Nurse Therapists		
		New Hires after 4/1/1997	Existing Employees hired prior to 4/1/1997		New Hires after 4/1/1997	Existing Employees hired prior to 4/1/1997
		35 hr/wk	36.25 hr /wk		35 hr/wk	36.25 hr /wk
	<b>1-Apr-01</b>	<b>1827.00</b>	<b>1892.25</b>	<b>1-Apr-01</b>	<b>1827.00</b>	<b>1892.25</b>
<b>START</b>	\$21.77	\$39,773.18	\$41,193.65	\$22.14	\$40,451.58	\$41,896.28
<b>ONE</b>	\$22.76	\$41,575.77	\$43,060.62	\$23.16	\$42,312.31	\$43,823.46
<b>TWO</b>	\$23.52	\$42,971.32	\$44,506.01	\$23.89	\$43,649.71	\$45,208.63
<b>THREE</b>	\$24.47	\$44,715.76	\$46,312.75	\$24.89	\$45,471.68	\$47,095.67
<b>FOUR</b>	\$25.30	\$46,227.60	\$47,878.59	\$25.41	\$46,421.43	\$48,079.34
<b>FIVE</b>	\$25.93	\$47,371.18	\$49,063.01	\$26.54	\$48,495.37	\$50,227.35
<b>SIX</b>	\$26.60	\$48,592.29	\$50,327.72	\$27.32	\$49,910.31	\$51,692.82
<b>SEVEN</b>	\$27.39	\$50,045.98	\$51,833.34	\$28.42	\$51,926.10	\$53,780.60
<b>EIGHT</b>	\$28.36	\$51,809.80	\$53,660.15	\$29.52	\$53,941.90	\$55,868.39
<b>NINE</b>	\$29.08	\$53,127.82	\$55,025.25	\$30.63	\$55,957.69	\$57,956.18

## 2002 Wage Grid

LOCAL 1	RN's			PHN's, Nurse Therapists		
		New Hires after 4/1/1997	Existing Employees hired prior to 4/1/1997		New Hires after 4/1/1997	Existing Employees hired prior to 4/1/1997
		35 hr/wk	36.25 hr /wk		35 hr/wk	36.25 hr /wk
	<b>1-Apr-02</b>	<b>1827.00</b>	<b>1892.25</b>	<b>1-Apr-02</b>	<b>1827.00</b>	<b>1892.25</b>
<b>START</b>	\$22.21	\$40,568.65	\$42,017.53	\$22.58	\$41,260.61	\$42,734.20
<b>ONE</b>	\$23.21	\$42,407.28	\$43,921.83	\$23.62	\$43,158.56	\$44,699.93
<b>TWO</b>	\$23.99	\$43,830.75	\$45,396.13	\$24.37	\$44,522.71	\$46,112.80
<b>THREE</b>	\$24.96	\$45,610.07	\$47,239.00	\$25.39	\$46,381.11	\$48,037.58
<b>FOUR</b>	\$25.81	\$47,152.16	\$48,836.16	\$25.92	\$47,349.86	\$49,040.92
<b>FIVE</b>	\$26.45	\$48,318.60	\$50,044.27	\$27.07	\$49,465.28	\$51,231.90
<b>SIX</b>	\$27.13	\$49,564.13	\$51,334.28	\$27.86	\$50,908.51	\$52,726.67
<b>SEVEN</b>	\$27.94	\$51,046.90	\$52,870.01	\$28.99	\$52,964.62	\$54,856.22
<b>EIGHT</b>	\$28.93	\$52,846.00	\$54,733.36	\$30.12	\$55,020.73	\$56,985.76
<b>NINE</b>	\$29.66	\$54,190.38	\$56,125.75	\$31.24	\$57,076.84	\$59,115.30

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 year of previous experience to the maximum of **level 6 on the salary range and thereafter, one (1) increment for each two (2) years of previous experience to the maximum of** the salary range.

### Wage Rates

Effective **April** , 2000, all classifications in the collective agreement will receive a 3% increase.

Effective April , 2001, all classifications in the collective agreement will receive a 3% increase.

Effective April , 2002, all classifications in the collective agreement will receive a 2% 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~~ 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"

<b>Total Credited Service</b>	<b>Amount of Sick Pay</b>	<b>Work Weeks of Benefits</b>
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**

*.COMPRESSEDWORK WEEK PROGRAM*

#### **I. OBJECTIVES**

- (1) To maintain job efficiency.
- (2) To increase the accessibility of Community Health Services, **Community and Social 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 **and Social and Community Services**, upon successful completion of their probationary period, **shall** indicate their intention in writing to their appropriate **Manager** to be considered for the compressed **work** week program:
  - (a) full-time nurses;
  - (b) casual part-time nurses who **work** seventy-two **point five (72.5) or seventy (70)** hours per pay period.

- (2) Selection of the participants will be made in accordance with the Collective Agreement Article 11. 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:**

For Nurses who work a **36.25** hour week:

**16 days @ 7.75 Hours = 124 Hours**  
**3 days @ 7.5 Hours = 21 Hours**  
**1 day off @ 7.5 Hours = 7 Hours**  
**Total Paid Hours = 145 Hours**

For Nurses who work a **35** hour week:

**14 days @ 7.5 Hours = 105 Hours**  
**5 days @ 7 Hours = 35 Hours**  
**1 day off @ 7.5 Hours = 7 Hours**  
**Total Paid Hours = 140 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 workweek, 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 31<sup>st</sup>**. Management will post the schedule by **March 1<sup>st</sup>**.
- (4) At the sole discretion of management, consideration will be given to: two **(2)** week compressed workweek proposals submitted by employees. Such proposals will have **no** more than one day off in a two **(2)** week cycle and if accepted shall be subject to **a** periodical review by management for feasibility.

#### **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 **13** 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 two five (7.25) or seven (7) 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 seven point seven five (7.75) or seven point five (7.5) hour day, the nurse will be paid .5 hours for such day and the seven point seven five (7.75) or seven point five (7.5) hour day will be rescheduled on any 7.25 or 7.0 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 7.25 hours per day = 145 vacation hours  
**or**  
20 vacation days x 7.0 hours per day = 140 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 7.25 or 7.0 hours.

## ***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. 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 other's 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 **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'

### EARLY RETIREE BENEFITS

#### ONA Local 1 - Halton Health Programs Bargaining Unit

##### WHO IS ELIGIBLE?

If you are a full-time or part-time employee who retires on or after January 1, 2000 you are eligible, provided you are enrolled in the active employee benefits (extended health care, dental) package prior to retirement.

You must retire from the Region prior to age 65 and elect to receive an OMERS pension on retirement. Your benefits class (i.e. Single, Family) at retirement shall be the same as when you were active. If you do not choose to take the benefits on retirement, you cannot apply for them at a later date. Benefits continue until the end of the month in which you **turn** age **65.**

Premiums for extended health care and dental coverage are fully paid by the employer.

##### WHAT ARE THE BENEFITS?

###### Extended Health Care

Vision Care - \$150 every 24 months.

No semi-private hospital coverage (ward only).

Diagnostic Services - laboratory and x-ray services performed in a hospital are covered.

Medical services - ambulance, medical equipment and dressings will be covered.

Drugs based on the Ontario Drug Benefit Plan will be eligible, plus Life Sustaining Drugs with no overall maximum. The co-insurance on the drugs is 80% to \$2,000, then 100%.

Prescription Drug Dispensing Fee will be capped at \$5.00 and any amount over that will be the responsibility of the employee.

Private duty nursing is covered, to a maximum of \$5,000 per year.

###### Dental

No deductible.

Basic services covered at 100%, Major services covered at 50%.

Maximum per calendar year - \$1,000.

Coverage is based on a two-year lag in the O.D.A.



### Dental benefits include:

Examinations – includes complete oral examinations once every 3 years and recall oral examinations once every **12** months.

Consultations – with patient (maximum **2** units every **12** months) or with a member of the profession.

Radiographs - includes complete series intra oral films once every 3 years, panoramic films once every 3 years, bitewing films once every **12** months.

Diagnostic Services - includes bacteriologic tests, biopsy and cytological tests.

Preventive Services - includes polishing (one unit of time once every **12** months), scaling, preventive recall packages once every **12** months, fluoride treatment, oral hygiene instruction and reinstruction once every **12** months.

### Fillings

Endodontic Services - includes root canal therapy, surgical and emergency services.

Periodontic Services - includes periodontal surgery, root planing and occlusal equilibration (8 units of time every **12** months)

Surgical Services - includes extractions, surgical incision/excision and frenectomy

### Anesthesia

In-office and Commercial Laboratory Charges - when applicable to the covered benefits.

### Deluxe Travel (Out of Country Medical)

This benefit is available optionally at the employee's expense. The premiums (at October 1999) are **\$10.42** single per month and **\$20.84** family per month, and will be paid in advance for six-month periods. This benefit is only available to employees who have extended health care benefits prior to retirement. If not elected at retirement, this benefit cannot be elected or re-elected at a later date.

**APPENDIX 'D'**

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 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  
**Senior** Staff Relations Specialist

## APPENDIX 'E'

### fit mprovement Review

During the first year of this agreement the Region and the Union agree to review the contents of the Benefit Plan with an intent to find cost efficiencies which will be used first to offset the cost of any potential benefit improvements, in particular the hearing aid improvement. There will be no change to existing insured coverage, for Halton employees covered by ONA Local 1 Halton Health Programs Bargaining Unit, without the agreement of the Union. This process will be completed by the end of July 2000.

LETTER OF UNDERSTANDING #1

Mr. Ralph Mills  
Labour Relations Officer  
Ontario Nurses' Association  
85 Grenville Street, Ste. 400  
Toronto, Ontario  
**M5S 3A2**

Dear Mr. Mills:

Re: Benefit Waiting Period for Transfers from Part-time to Full-time status

---

A part-time employee who transfers to full-time status shall have immediate benefit coverage, provided they have 910 hours worked prior to the transfer. This will be prorated.

Should the employee have worked less than 910 hours at the time of transfer, their hours will continue to accumulate to 910 at which time they will have benefit coverage.

**Yours truly,**

John Rushton  
Senior Staff Relations Consultant

## LETTER OF UNDERSTANDING #2

Mr. Ralph Mills  
Labour Relations Officer  
Ontario Nurses' Association  
85 Grenville Street, Ste. 400  
Toronto, Ontario  
M5S 3A2

Dear Mr. Mills:

Re: Benefit Coverage for Part-time Nurses

---

The Region agrees that during the term of this new collective agreement the parties **will** meet to discuss the feasibility of benefit coverage for part-time nurses. The Region will establish a committee of Union and Employer representation to begin discussion on this issue by October 1, 2000.

Yours truly,

John Rushton  
Senior Staff Relations Consultant