



THE COLLECTIVE AGREEMENT BETWEEN

**THE REGIONAL MUNICIPALITY
OF HALTON**

AND

THE ONTARIO NURSES' ASSOCIATION

EFFECTIVE FROM

April 1, 2009 to March 31, 2010

07209 (09)

HALTON HEALTH PROGRAMS

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THIS AGREEMENT MADE

BETWEEN

THE REGIONAL MUNICIPALITY OF HALTON
(Hereinafter called the REGION)

OF THE FIRST PART

AND

THE ONTARIO NURSES' ASSOCIATION
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 Region 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 Region, 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 2 - MANAGEMENT RIGHTS

2:01 The Association acknowledges that it is the function of the Region 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 Region 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 Region 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 Region 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 Region will provide a copy of the new or changed rule or regulation to the President of the Local Association.

ARTICLE 3 - RELATIONSHIP

3:01 The parties agree that a workplace free of violence and harassment (as defined in the Region's Harassment and Discrimination policy), is a fundamental principle of a safe and healthy workplace. This requires a high degree of cooperation between the Region, the Association and nurses. The parties recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

- (a) The Region, the Association and nurses agree to abide by the provisions of the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Labour Relations Act*, and the *Occupational Health and Safety Act*.

(b) No nurse shall be subjected to reprisal for having exercised her or his rights under this article, Regional policy, or the Ontario *Human Rights Code* for reporting concerns to her/his supervisor, manager or director.

3:02 The Association agrees there will be no Association activity, solicitation for membership, or collection of membership dues during work hours except with the written permission of the Region or as specifically provided for in this Agreement.

3:03 The Region and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her or his rights under the collective agreement.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4:01 During the term of this Agreement, the Region 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 5 - CHECK-OFF OF ASSOCIATION DUES

5:01 (a) The Region shall, during the term of this Agreement, deduct once (1 time) 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 Region, in writing, of the amount of such dues, and from time to time as changes occur.

- 5:03 The Region 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 Region 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 Region 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 Region 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 6 - ASSOCIATION REPRESENTATION

- 6:01 (a) The Region 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 Region 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) Nine (9) nurse representatives.
- (b) The parties agree to form an Association-Management Committee consisting of seven (7) members appointed by the Region and seven (7) members appointed by the Local Association to discuss matters of mutual interest. Meetings between the Association and Region Representatives may be held at mutually convenient times. A representative or

consultant of both the Ontario Nurses' Association and the Region 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 Region 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 Region up to and including conciliation.
- 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 Region.
- 6:07 The Association and the Region shall establish a Joint Occupational Health and Safety Committee in accordance with the provisions of the *Occupational Health and Safety Act*. Meetings shall take place at times mutually agreeable to both parties except in the case of emergencies.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7:01 Where a difference arises between the nurse and the Region relating to the interpretation, application or administration of this Agreement, the nurse may file a grievance against the Region. 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/he so requests, to the assistance of a nurse representative at any step of the grievance procedure.
- (b) A nurse has no grievance until she/he submits a verbal and a written complaint to her/his immediate manager with a copy to the Association. The manager shall advise the nurse of her/his decision within five (5) working days of the day on which the complaint is raised to her/him and if the reply is not satisfactory to the nurse, she/he 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/his grievance in writing to her/his Director or designate stating the article and the clause of the Agreement to which the grievance applies. The 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 One, the nurse may within five (5) working days of the date of receipt of the answer from her/his 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 One 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 Two, then the nurse may, within five (5) working days of the date of receiving the Step Two

reply (or if no answer is received under Step Two, then within five (5) working days after such answer ought to have been received) submit the written grievance from Step Two 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 Three, 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 (Grievance Mediation) and 10 (Arbitration) in the Agreement.

- 7:06 (a) A claim by a nurse that she/he 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 Two of the grievance procedure with the Medical Officer of Health, Commissioner of Social and 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) (Grievance Procedure).
- 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 8 - MANAGEMENT GRIEVANCE

- 8:01 Any grievance initiated by Management will be referred in writing to the Grievance Chair or designate within thirty (30) calendar days of

the occurrence of the circumstances giving rise to the grievance, and the Association 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 10 (Arbitration). Management will first attempt to resolve the matter in accordance with the process outlined in article 7:02 (b) (Grievance Procedure).

ARTICLE 9 – 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 third (3rd) 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 (3) 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 Association (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 sixty (60) calendar days. If the appointed mediator is unavailable within sixty (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 sixty (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 a nurse'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 10 - 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 7 (Grievance Procedure) and which has not been settled, may be referred to either mediation as outlined in article 9 (Grievance Mediation) 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 Chair 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 Region 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 11 - SENIORITY AND JOB POSTING

- 11:01 (a) Subject to articles 11:08 and 11:09 (Seniority and Job Posting), seniority for the full-time nurse shall be the length of service dating from her/his last date of hire as a nurse in the bargaining unit.
- (b) Subject to articles 11:08 and 11:09 (Seniority and Job Posting), 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 nine hundred and ten (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.

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

11:04 Nurses 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 seventy-five percent (75%) of the term of initial temporary posting or until the term of the initial temporary posting is fulfilled, whichever comes first. This does

not restrict or prevent the nurse from applying for any permanent full-time or permanent part-time position that may be posted.

- 11:05 (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/he shall lose all rights to her/his seniority.
- (c) The Region will notify the Local Association forty-five (45) calendar days in advance of a layoff. If requested, the Region 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.
- 11:06 If a nurse's absence without pay from the Region exceeds thirty (30) continuous calendar days, she/he 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.
- 11:07 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.
- 11:08 (a) Whenever a position becomes vacant or a new position is created and the duration of the position is greater than four (4) months, the Region 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 (Seniority and Job Posting) apply in determining the successful applicant.

The President of the Bargaining Unit shall be advised of the filling of vacancies with a duration of less than four (4) months.

(b) Resulting Vacancies

With respect to incumbent nurses who apply for or are accepted for internal postings, if the Region elects to fill his/her vacant position/s, it will be posted once as per article 11:08 (a) (Seniority and Job Posting). Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive working days.

11:09 When a full-time nurse transfers to part-time or vice versa, she/he shall maintain her/his position on the salary grid and her/his seniority shall be calculated on the basis of one (1) year full-time service equivalent to one thousand five hundred (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/he shall continue to accumulate seniority in this manner until she/he reaches the next equivalent. It is understood that, in making the transfer calculation, a nurse's seniority date can never predate her/his most recent date of hire.

11:10 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.

11:11 (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/his

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

11:12 A nurse who is released from employment with the Region at the end of a temporary/term assignment, shall be eligible to apply for posted vacancies for a period of twelve (12) months from the date of release and if successful in any such application shall be credited with seniority which had accrued at the time of release. Following expiry of the twelve (12) month period all seniority shall be lost.

ARTICLE 12- LEAVES OF ABSENCE

12:01 Bereavement Leave

- (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 (3) consecutive working days off without loss of her/his regular pay for her/his scheduled hours, in conjunction with the day of the funeral of her/his immediate family. "Immediate family" means:

- (i) spouse (including common-law partner and/or same sex partner);
- (ii) parent, or any person who acted in place of a parent; in locus parentis;
- (iii) brother or sister;

- (iv) son or daughter;
 - (v) grandparent;
 - (vi) grandchild;
 - (vii) the relatives listed in (ii) through (vi) of the nurse's current spouse and including son in-law and daughter in-law.
- (b) In addition to the leave of absence granted under article 12:01 (a) (Leaves of Absence), a further two (2) 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) In special circumstances, the Director may grant up to two (2) consecutive paid bereavement leave days for persons other than those listed in article 12.01(a).
- (d) 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), (b) and (c) (Leaves of Absence), 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) (Leaves of Absence).

12:02 Crown Witness

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/he reports for work when not actually required for witness duty and provided she/he 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/his employment.

12:03 Jury Duty

A nurse who is required to serve as a juror shall be granted leave of absence. The nurse shall be paid one (1) normal day's pay for the loss of each working day of such service provided she/he 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.

12:04 Pregnancy and Parental Leave

(a) Pregnancy Leave

(i) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, except where amended in this provision.

(ii) Supplemental Employment Benefit (SEB) Plan

A nurse who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to the *Employment Insurance Act* and its regulations thereto shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following 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 normal 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 plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave

- (iii) The Region shall continue to make the Region's contribution to benefit premium costs for the nurse's existing benefit coverage under article 19.02 (Employee Benefits) for a maximum of seventeen (17) weeks for pregnancy leave, unless the nurse gives the Region 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 (Application of Agreement).

Any coverage shall be in accordance with the policies of the Plan carrier(s).

Prior to the Leave, the nurse who is an eligible member of OMERS will indicate in writing if she wishes to purchase her OMERS service for the duration of the pregnancy leave. The nurse's cost will be calculated upon her return to work, and the nurse has until the end of the year following her return to work to purchase this. The Region will match the nurse's OMERS contributions.

(b) Parental Leave

- (i) Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, except where amended in this provision.
- (ii) Supplemental Employment Benefit (SEB) Plan

A nurse who is on parental leave as provided under this Agreement who is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act* and its regulations thereto shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her/his normal weekly earnings and the sum of her/his weekly employment insurance benefits and any other earnings. Such payment shall commence following receipt by the Region of the nurse's Employment Insurance cheque stub as proof that she/he is in receipt of Employment Insurance parental benefits, and shall

continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks.

The nurse's normal weekly earnings shall be determined by multiplying her regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours plus any wage increase or salary increment that she/he would be entitled to receive if she/he were not on parental leave.

- (iii) The Region shall continue to make the Region's contribution to benefit premium costs for the nurse's existing benefit coverage under article 19.02 (Employee Benefits) for a maximum of thirty-five (35) weeks for parental leave, unless the nurse gives the Region written notice that she/he does not intend to pay her/his 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 (Application of Agreement).

Any coverage shall be in accordance with the policies of the Plan carrier(s).

Prior to the Leave, the nurse who is an eligible member of OMERS will indicate in writing if she/he wishes to purchase her OMERS service for the duration of the pregnancy leave. The nurse's cost will be calculated upon her/his return to work, and the nurse has until the end of the year following her/his return to work to purchase this. The Region will match the nurse's OMERS contributions.

- (c) To be eligible for the Supplemental Employment Benefits provided in this article, the nurse will sign an agreement with the Region that she/he will return to work and remain with the Region for a period of at least one (1) year after her/his return. Should she/he fail to return, or to remain in the employ of the Region for one year, she/he will repay the full amount of the Supplemental Employment Benefits provided.

A Nurse who returns for six (6) months or less will be required to pay back the full amount of the Supplemental Employment benefits received. A nurse who returns for between six (6)

months and one (1) year will repay a prorated amount of the benefits received.

- (d) The nurse shall be reinstated to her/his former position, unless her/his former position has been discontinued, in which case she shall be given a comparable job.
- (e) Nurses shall continue to accumulate seniority and service benefits during said pregnancy and/or parental leave.

12:05 Education Leave

- (a) A regular full-time or regular part-time nurse may be granted leave of absence up to two (2) years without pay or accumulation of seniority to attend university for further job related education. Seniority shall be retained and not accumulated during such leave.

Where the Region approves a reimbursement to the nurse for tuition and/or other costs associated with the education leave, the nurse must continue employment with the Region for a minimum period equal to the length of the leave or the nurse must reimburse the Region accordingly.

- (b) A full-time nurse may be granted a part-time leave of absence without pay to pursue post graduate education. Seniority shall accrue during such leave.
- (c) All education leaves and tuition reimbursements are subject to management approval.

12:06 Association Leave

- (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 Region and the Association agrees to reimburse the Region for such salary and Region 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) (Leave of Absence) of this Agreement. During such leave of absence salary and benefits will be kept whole by the Region and the Association agrees to reimburse the Region for such salary and Region 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 Region and the Association agrees to reimburse the Region for such salary and Region contributions to benefits.

The nurse agrees to notify the Region of her/his intention to return to work within four (4) weeks following termination of office.

12:07 Professional Development Leave

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 Region and/or nurse. It is understood that should the nurse be directed by the Region to attend, registration fees and expenses will be paid by the Region.

12:08 Personal Leave with Pay

The Medical Officer of Health or the Commissioner of Social and 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.

12:09 Personal Leave without Pay

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/his vacation entitlements.

ARTICLE 13 - LEAVE FOR SICKNESS

13:01 The Short Term Disability Plan shall be set out in Appendix E.

ARTICLE 14 - HOLIDAYS

14:01 A full-time nurse who otherwise qualifies under article 14.03 (Paid Holidays) shall receive the paid holidays as set out below:

▪ New Year's Day	▪ Labour Day
▪ Family Day	▪ Thanksgiving Day
▪ Good Friday	▪ Half (1/2) Day before Christmas Day
▪ Victoria Day	▪ Christmas Day
▪ Canada Day	▪ Boxing Day
▪ Civic Holiday	▪ Half (1/2) Day before New Year's Day

In addition to these days, two (2) additional days shall be allowed as floating holidays to be taken at a time convenient to the nurse and her/his 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 Region and the Association shall be so advised.
- 14:03 In order to qualify for such holiday a nurse must work her/his last scheduled working day before and her/his first scheduled working day after such holiday except if absent through verified illness and must work on the holiday if she/he 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 (Holidays) occur during a nurse's vacation with pay period, an extra day's vacation is allowed subject to Clauses 14:01 and 14:02 (Holidays) above.
- 14:05 Whenever a nurse is required to work and works on any of the above holidays, she/he shall either be paid for working at the rate of time and one half (1-1/2) her/his normal hourly rate for all hours so worked in addition to her/his normal pay for the day or by mutual agreement with her/his manager, she/he shall receive premium pay at the rate of time and one half (1-1/2) her/his hourly rate for all hours worked on such holiday and shall receive another day off with pay.

ARTICLE 15 - VACATIONS

- 15:01 Vacations with pay shall be granted as follows:
- (a) Nurses with less than one (1) year of continuous service shall accumulate one and one-quarter (1-1/4) days with pay for each completed month of service, up to December 31st in the year in which they were hired.

- (b) Nurses who have completed one (1) year and less than three (3) years continuous service shall receive three (3) weeks.
- (c) Nurses who have completed three years (3) and less than fifteen (15) years of continuous service shall receive four (4) weeks.
- (d) Nurses who have completed fifteen (15) years of service and less than twenty-four (24) years of continuous service, shall receive five (5) weeks.
- (e) Nurses who have completed twenty-four (24) years of continuous service shall receive six (6) weeks.

15:02 When a nurse's employment is terminated for any reason she/he shall be entitled to vacation pay in proportion to the time worked during the vacation year.

ARTICLE 16 - HOURS OF WORK

- 16:01 (a) The Region does not guarantee any hours of work. The regular workweek shall consist of thirty-five (35) hours per week to be worked in not more than five (5) days of regular daily working hours of seven (7) hours each. The regular days of work shall be Monday to Friday inclusive.
- (b) With the consent of management, a part-time employee may consolidate their normal work hours within a pay period during the months of July and August.
- 16:02 (a) If a nurse is authorized by the Medical Officer of Health, Commissioner of Social and Community Services or designate, to work in excess of the normal hours in the day as found in article 16:01 (Hours of Work), 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/his 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. Accumulated time off in lieu of overtime must be taken by December 31st in the year following the year in which the overtime was earned, or it will be paid out. Such request to bank or use lieu time will not be unreasonably denied.

- (b) Subject to daily and weekly maximum hours specified in article 16.01, if a regular part-time nurse is authorized by her/his supervisor, to work in excess of her/his regularly scheduled hours in the work week, with the agreement of management such nurse shall have the option of electing payment at her/his normal hourly rate for all hours so worked or time off in lieu at straight time for all the hours so worked. Such time off shall be at a mutually agreeable time. Accumulated time off must be taken by the end of the calendar year in which it is earned. Such request to bank or use lieu time will not be unreasonably denied.

16:03 On each working day there shall be an unpaid meal break of thirty (30) minutes and two (2) fifteen (15) minute paid rest periods, one (1) in each half of the work day. A nurse may be required to take up to a sixty (60) minute meal break to meet program needs.

16:04 If a nurse is required by the Medical Officer of Health, Commissioner of Social and Community Services or designate to work overtime on a Saturday, or Sunday or any of the holidays listed in article 14:01 (Holidays), she/he 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 ½) hour for every hour of overtime worked, at a time mutually agreeable to the manager/supervisor and nurse.

16:05 Flex Time

- (a) The normal hours of work for full-time employees are defined in article 16:01 (Hours of Work).
- (b) 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.
- (c) Overtime will be compensated in accordance with article 16:02 and 16:04 (Hours of Work).

16.06 Healthy Babies/Healthy Children Program Weekend Premium

- (a) For work performed on Saturdays and Sundays for the above noted program nurses will be compensated at their straight hourly rate plus a weekend premium of:
Four dollars and fifty cents (\$4.50) per hour effective April 1, 2009.
- (b) There will be no requirement for an incumbent nurse (hired prior to September 1, 1999) to perform weekend work under the conditions described in this Clause.
- (c) With the mutual consent of both the manager and the nurse, full-time nurses in this program may choose to flex their workweek over seven (7) days. Compensation for weekend work will be as per 16:05 (a) (Hours of Work) above.

ARTICLE 17- RATES OF PAY AND CLASSIFICATION

17:01 Hourly wage rates are set out in Appendix A (Wages – Hourly Rates and Notes) which forms part of the Collective Agreement.

17:02 Temporary Class Registrants

Nurses who are temporary class registrants shall receive fifty cents (\$0.50) per hour less than the start rate, until they receive their Certificate of Registration.

17:03 A nurse assigned the responsibilities of Team Leader on a two-year (2) rotational basis will receive, while assigned, a semi-annual lump sum payment of three hundred and fifty dollars (\$350.00) payable January 1st and July 1st. Nurses who do not complete their term as Team Leader will receive a pro-rated amount.

ARTICLE 18 - MILEAGE ALLOWANCE

18:01 A nurse who, in the course of her/his normal duties, is required to operate a privately owned automobile, shall be required to carry one million dollars (\$1,000,000.00) inclusive liability insurance coverage.

- 18:02 Nurses required by the Region to use their personal vehicle on Regional business as a condition of employment shall receive the Region's prevailing kilometre rate for all kilometres driven on the Region's behalf.
- 18:03 If a nurse is transferred for a temporary period of up to forty (40) working days from her/his home office to another office the extra miles driven from and to her/his home office each day will be considered miles driven on duty.

ARTICLE 19 - 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 Region and the nurse shall contribute equally to the Pension Plan.
- 19:02 The Region agrees to contribute towards the premium coverage of participating eligible full-time nurses in the active employ of the Region 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 hospitalisation and medical care. This is currently covered by the Employer Health Tax. The parties acknowledge and agree that this article does not obligate the Region to pay the Ontario Health Premium as introduced by the *Budget Measures Act, 2004* (Bill 106).
- (b) Extended Health - The Extended Health Plan, with a deductible of fifteen dollars (\$15) single and twenty-five dollars (\$25) family, including semi-private hospital, prescription drugs and other medical expenses and vision care providing up to two hundred and fifty dollars (\$250.00) for prescribed eye glasses, contact lenses or laser eye surgery to each insured family member every twenty-four (24) months as detailed in the Master Policy on file with the Region. The Region will pay seventy-five (75%) percent of the premium.
- Hearing Aid provision will be increased to three hundred dollars (\$300.00) every three (3) years.

Drug Dispensing Fees - Cap of eight dollars and fifty cents (\$8.50) on dispensing fees for prescription drugs.

Private Duty Nursing - Cap of twenty-five thousand dollars (\$25,000.00) during any three (3) year period.

Paramedical Services: Services of the following licensed, certified or registered practitioners are covered, combined maximum of four hundred dollars (\$400.00) per individual and family member per year. Combined maximum means eligibility for any of the following paramedical services up to four hundred dollars (\$400.00). For example, if a nurse chooses massage therapy and claims one hundred and fifty dollars (\$150.00), then uses a chiropractor and claims two hundred and fifty dollars (\$250.00), the nurse will have used up the four hundred dollars (\$400.00) for the year. This applies to full-time nurses only.

Acupuncturist

Chiropractor

Clinical Psychologist

Massage Therapist

Naturopath

Optometrist

Physiotherapist

Speech Pathologist (Authorization by a physician or dentist)

- (c) Life Insurance - A Plan for Group Insurance to provide life insurance plus accidental death and dismemberment benefits in the amount of two (2) times annual salary. The Region 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 on a one (1) year lag on Ontario Dental Association rates as detailed in the Master Policy on file with the Region. The Region will pay seventy-five percent (75%) of the premium. Routine dental check-ups for adults only will be once every nine (9) months.

Rider # 2: Dentures - Work done is subject to fifty percent (50%) co-payment and employees' reimbursement is subject to yearly one thousand dollars (\$1000). Limit of the basic dental plan.

Rider # 3: Orthodontic Services - Life time maximum of two thousand dollars (\$2000.00). Fifty percent (50%) life time co-payment.

Rider # 4: Restorative - Subject to fifty percent (50%) co-payment and employees' reimbursement is subject to the yearly one thousand five hundred dollars (\$1500). 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 27th week of disability as provided by the Master Insurance Policy. The Region will pay seventy-five percent (75%) of the premium.
- (f) The balance of the monthly premiums [i.e. twenty-five percent (25%) in (b), twenty-five percent (25%) in (d) and twenty-five percent (25%) in (e)] will be paid by the nurse by deduction of the appropriate amounts from her/his pay cheque. The Region 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 Region or is permanently disabled, thus facing her/his early retirement, the Region, 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 *Workplace Safety and Insurance Act*.
- (d) Death and/or pension benefits due under OMERS.

- 19:04 (a) Regular part-time nurses shall receive seven percent (7.25%) in addition to their regular hourly rate in lieu of the employee benefits provided in article 19:02 (Employee Benefits). In addition, part-time nurses shall participate in OMERS in accordance with article 19:01 (Employee Benefits).

It is understood that the percentage in lieu of employee benefits shall not be included for the purpose of computing any premium or overtime payment.

- (b) Regular part-time nurses are not eligible to participate in the Short Term Disability Plan referenced in this agreement. Regular part-time nurses who work 0.5 FTE or greater and have successfully completed their probationary period shall be entitled to one (1) paid sick day for personal illness for each completed month of service to a maximum of five (5) days per calendar year. When claiming an absence due to personal illness, part-time nurses will be paid at their regular hourly rate of pay for scheduled work hours to a maximum of seven (7) hours per day. Sick days are non-cumulative and cannot be carried forward for use in subsequent years.

The percentage paid to a regular part-time nurse in addition to her/his straight time hourly rate shall be in lieu of all fringe benefits [being those benefits paid in whole or in part by the Region as part of direct compensation or otherwise, save and except salary, vacation pay, sick day pay, jury and crown witness duty and bereavement pay], and any time the nurse is subpoenaed to act as a witness for an event which arises from her/his employment with the Region.

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 Region shall continue to make the Region's contribution for the benefits provided in 19:02 (Employee Benefits) for a maximum of thirty-five (35) weeks for maternity leave and eighteen (18) weeks for parental leave, unless the

nurse gives the Region written notice that she/he does not intend to pay her/his 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 (Application of Agreement).

19:06 The Region shall continue to pay the premiums for the benefits provided in 19:02 (Employee Benefits) 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 Long Term Disability.

19:07 Pay While Awaiting WSIB Ruling

Any full-time nurse who is injured as a direct result of her employment and who is unable to work as a result of such injury shall, provided she/he has completed his/her probationary period, be paid an amount equal to one hundred percent (100%) of his/her full gross pay while the nurse is off work. These payments will continue for a period of one (1) full year or until such time as a ruling has been made by the Workplace Safety and Insurance Board which denies the nurse's claim.

If at any time the claim is denied by the WSIB then all lost time incurred in the claim will revert to Sick Time. If the nurse is not eligible for sick time, then repayment may be required.

At no time shall a nurse receive remuneration from both the Region's Sick leave plan and the WSIB.

Subsequent to the year mentioned above, if the nurse's claim is approved by the WSIB and the WSIB decrees that the nurse is still not able to attend work then further payment will be as per WSIB Statute.

19:08 All applicable benefits become effective in the first (1st) of the month following completion of six (6) months continuous service.

(a) When a nurse transfers from regular part-time to regular full-time status and has worked 910 hours or more, the nurse will qualify for benefit coverage on the first (1st) of the month following transfer. If the nurse has completed less than 910

hours, the waiting period for benefit coverage will be pro-rated to reflect their accumulated hours.

19:09 Retirement Benefits

Nurses with credited service who retire from the Region and elect to receive their OMERS pension are entitled to:

- (a) a fully-paid life insurance policy equal to \$200 per year for each year of credited service up to a maximum amount of \$2,000; and
- (b) a retiring allowance based on years of credited service as follows:
 - (i) 10 year or less than 15 years - four week's pay
 - (ii) 15 years or less than 20 years - six week's pay
 - (iii) 20 years and more - eight week's pay

ARTICLE 20 - MEAL ALLOWANCE

20:01 When a nurse is scheduled by her/his manager to work more than two (2) hours overtime in one day and it is not possible for her/him to return home for dinner she/he shall be paid a meal allowance of eighteen dollars (\$18.00).

ARTICLE 21 - 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:
- (a) Separate seniority list;

- (b) Article 13 (Leave for Sickness) - leave for sickness does not apply (except for Retirement Allowance).
- (c) Article 15 (Vacations) - vacations apply on a pro-rata basis;
- (d) Hourly rate as per Appendix A (Wages – Hourly Rates and Notes).
- (e) Article 14 (Holidays) does not apply except part-time nurses shall receive holiday pay in accordance with the *Employment Standards Act* for the holidays specified in article 14 (Holidays) (except floating holidays) effective October 1, 2007 and shall be paid time and one half (1.5) their normal hourly rate for all hours worked on a holiday (excluding a floating holiday).
- (f) Retiree Benefit for Part-time Nurses:
Effective on ratification, regular part-time nurses will be eligible for a pro-rated version of the retirement allowance (minus the paid-up life insurance policy). The nurse's year of hire will be used for the calculation of the retirement allowance.

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:

- (a) Separate seniority list;
- (b) Article 13 (Leave for Sickness) - leave for sickness does not apply.
- (c) Article 14 (Holidays) does not apply except should a nurse be required by the Region to work on any of the holidays listed in 14:01 (Holidays) (excluding a Floating Holiday), she/he shall be paid for working at the rate of time and one half (1.5) her/his normal hourly rate for all hours worked;
- (d) Article 15 (Vacations) - Eight percent (8%) of gross earnings paid on each pay;
- (e) Article 19 (Employee Benefits) - Employee benefits does not apply;

- (f) Hourly rate as per Appendix A (Wages – Hourly Rates and Notes).
- 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 four dollars and fifty cents (\$4.50) per hour for the period of standby scheduled by the Region. Such employee will receive time and one-half (1.5) her/his 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 four dollars and fifty cents (\$4.50) per hour.

ARTICLE 22 - APPLICATION OF AGREEMENT

- 22:01 The provisions of this Agreement shall apply only to those nurses on the payroll of the Region 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 Region 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 Region. When the nurse requests, the benefits in which she/he is enrolled under article 19 (Employee Benefits) will be continued during the time that she/he is not in receipt of salary provided she/he pays the full premium cost thereof. Benefit premium payment for nurses on pregnancy and/or parental leave shall be as set out in article 19:05 (Employee Benefits).

ARTICLE 23 - PROFESSIONAL RESPONSIBILITY

- 23:01 In the event that the Region assigns a number of clients or a workload to an individual nurse or group of nurses such that she/he or they have cause to believe that she/he or they are being asked to

perform more work than is consistent with proper client care she/he 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 (2) from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel shall act as Chairperson.
 - (iii) The Assessment Committee shall set a 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 nurses directly involved in the complaint shall be involved in any meetings to hear the complaint.

ARTICLE 24 - EMPLOYEE FILE

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

24:02 When the annual performance appraisal is completed, the nurse will be given a copy of the document and the opportunity to sign it. She/he 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/his employee file. Upon at least twenty-four (24) hours' notice, a nurse may review her/his personnel file in the presence of a Human Resources Officer.

ARTICLE 25 - MISCELLANEOUS

25:01 The parties to the Collective Agreement agree to share the costs of printing the Collective Agreements in a format agreeable to the parties.

25:02 The term manager used in this Agreement also includes the supervisor classification and vice versa where the context so requires.

25:03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

25:04 It is each nurse's responsibility pursuant to the College of Nurses to ensure that their qualifications are kept current and valid, including immunization certificates or medical proof of contraindication.

Copies of all renewals as noted above must be submitted prior to individual expiry dates. Failure to provide proof in a timely manner may result in temporary or permanent layoff without pay.

All nurses shall be required to begin receiving annual influenza vaccinations or provide certification from a certified physician that it is contraindicated as per Health Department Policy.

25:05 Whenever a nurse is assigned additional responsibilities precepting students, the employee shall be paid a premium of one dollar (\$1.00) per hour in addition to her/his regular salary.

25:06 Association Representation Bulletin Boards

- (i) A bulletin board will be made available for the sole use of the Association at each of the three (3) levels at Regional headquarters, and one each at Dorval, Georgetown, Milton and Lakeside. Prior to posting, the Association will have the materials approved by a Director.
- (ii) The Region shall post a copy of this agreement on the Region's intranet site.

25:07 Emergencies

In the event of a Declared Emergency, nurses will be requested to work according to operational needs. Exemptions may be considered in extenuating circumstances.

ARTICLE 26 - DURATION OF AGREEMENT

26:01 This agreement shall be for a period of one (1) year commencing on April 1, 2009 and ending on March 31, 2010.

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 , 2009.

THE REGIONAL MUNICIPALITY
OF HALTON

THE ONTARIO NURSES'
ASSOCIATION

As per the executed and ratified memorandum of settlement dated February 11, 2009 and signed by the following;

"Mary Killeavy"

Mary Killeavy

"Mark Miller"

Mark Miller

"Joyce See"

Joyce See

"Diane Roberts"

Diane Roberts

"Mary Anne Carson"

Mary Anne Carson

"Lee Jewell"

Lee Jewell

"Patricia Hewitt"

Patricia Hewitt

"Joan Joyner"

Joan Joyner

"Mary Beth Jonz"

Mary Beth Jonz

"Nicholle Russell"

Nicholle Russell

"Lorri Peever"

Lorri Peever

"Daniela Verna"

Daniela Verna

APPENDIX A

Halton Health Programs HOURLY RATES

Classification	Level	Effective April 1, 2009
Registered Nurse	Start	\$ 32.66
	1	\$ 33.76
	2	\$ 34.60
	3	\$ 35.50
	4	\$ 36.57
	5	\$ 37.86
	6	\$ 38.82
CD RN Specialist	Start	\$ 33.16
	1	\$ 34.26
	2	\$ 35.10
	3	\$ 36.00
	4	\$ 37.07
	5	\$ 38.36
	6	\$ 39.32
Public Health Nurse Nurse Therapist	Start	\$ 33.23
	1	\$ 33.93
	2	\$ 35.43
	3	\$ 36.46
	4	\$ 37.96
	5	\$ 39.41
	6	\$ 40.88
Nurse Practitioner	Start	\$ 41.53
	1	\$ 42.39
	2	\$ 44.30
	3	\$ 45.58
	4	\$ 47.42
	5	\$ 49.29
	6	\$ 51.09

WAGES – NOTES

1. The Region will classify nurses within the classifications as set out in Appendix A (Wages – Hourly Rates and Notes) and pay the corresponding rates of pay.
2. Nurses shall proceed from the minimum of a classification to the maximum at annual increments as outlined above until the maximum is reached.
3. The annual increments are to be effective on the individual full-time nurse's anniversary date of employment in the classification with the Region. If a full-time nurse's leave of absence without pay exceeds thirty (30) continuous calendar days during such twelve (12) month period, her/his 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.
4. A Part-time nurse shall move along the wage grid after each fifteen hundred (1500) hours worked.
5. Previous pertinent experience acceptable to the Region shall be recognized to the degree of one (1) increment for each year of previous experience.

APPENDIX B

EARLY RETIREE BENEFITS

HALTON HEALTH PROGRAM

WHO IS ELIGIBLE?

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

You must retire from the Region prior to age sixty-five (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 benefits on retirement, you can not apply for them at a later date. Benefits continue until the end of the month in which you turn age sixty-five (65).

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

WHAT ARE THE BENEFITS?

Extended Health Care

- Vision Care One hundred and fifty dollars (\$150) every twenty-four (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 eighty percent (80%) to two thousand dollars (\$2,000), then one hundred percent (100%).
- Prescription Drug Dispensing Fee will be capped at five dollars (\$5.00) and any amount over that will be the responsibility of the employee.
- Private duty nursing is covered, to a maximum of five thousand dollars (\$5,000) per year.

Dental

- No deductible.
- Basic services covered at one hundred percent (100%), Major services covered at fifty percent (50%).
- Maximum per calendar year is one thousand dollars (\$1,000).
- Coverage is based on a two (2) year lag in the O.D.A.

Dental Benefits include:

- Examinations Includes complete oral examination once every three (3) years and recall oral examinations once every twelve (12) months.
- Consultations with patient [maximum two (2) units every twelve (12) months] or with a member of the profession.
- Radiographs Includes complete series intra oral films once every three (3) years, panoramic films once every three (3) years, bitewing films once every twelve (12) months.
- Diagnostic Services Includes bacteriologic tests, biopsy and cytological tests.
- Preventative Services Includes polishing [once unit of time every twelve (12) months], scaling, preventative recall packages once every twelve (12) months, fluoride treatment, oral hygiene instruction and reinstruction once every twelve (12) months.

Fillings

- Endodontic Services Includes root canal therapy, surgical and emergency services
- Periodontic Services Includes periodontal surgery, root planning and occlusal equilibration [eight (8) units of time every twelve (12) months]
- Surgical Services Includes extractions, surgical incision/excision and frenectomy

Anaesthesia

- 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 nurse's expense. The premiums (at October 1999) are ten dollars and forty-two cents (\$10.42) single per month and twenty dollars and eighty-four cents (\$20.84) family per month, and will be paid in advance for six (6) month periods. This benefit is only available to nurse 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 C

MEMORANDUM OF AGREEMENT

THE REGIONAL MUNICIPALITY OF HALTON – HALTON HEALTH PROGRAMS

COMPRESSED WORK WEEK PROGRAM

1. OBJECTIVES

- (a) To maintain job efficiency.
- (b) To increase the accessibility of Community Health Services, Community and Social Services and Health Protection Services to the Community.
- (c) To maintain the current level of service to the Community.
- (d) To maintain job satisfaction and positive morale amongst nurses.

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

2. SELECTION OF PERSONNEL

- (a) 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:
 - (i) Full-time nurses;
 - (ii) Casual part-time nurses who work seventy (70) hours per pay period.

- (b) Selection of the participants will be made in accordance with the Collective Agreement article 11 (Seniority and Job Posting). The participating nurse(s) shall continue to have all rights and privileges of the Collective Agreement between the parties.
- (c) Thirty (30) days notice in writing is required to opt out of this program.
- (d) Thirty (30) days notice in writing is required to opt into the program.

3. THE COMPRESSED WORK WEEK AND HOURS OF WORK

(a) Compressed Work Week Hours of Work

In Two - "Two Week" Pay Periods

For nurses who work a thirty-five (35) hour week:

- 14 days at 7.5 Hours = 105 Hours
- 5 days at 7 Hours = 35 Hours
- 1 day off at 7 Hours = 7 Hours
- Total Paid Hours = 140 Hours

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

- (b) For those nurses who do not wish to participate in the compressed workweek, hours of work shall be as outlined in the Collective Agreement.
- (c) 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.
- (d) 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.

4. SICK LEAVE, PAID HOLIDAYS, VACATION AND PERSONAL APPOINTMENTS

- (a) 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 (Leave for Sickness) and the accompanying Appendix E (Short Term Disability Plan).
- (b) A paid holiday falling on a nurse's day off will result in the nurse receiving a 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.
- (c) Vacation time off is to be recorded in actual hours, for example, twenty (20) vacation days x seven (7) hours per day = one hundred and forty (140) vacation hours
- (d) Personal appointments are to be arranged on the participating nurse's time off (except under exceptional circumstances in accordance with the present practice).

5. 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 seven (7) hours.

APPENDIX D

LETTER OF AGREEMENT

HALTON REGION – HALTON HEALTH PROGRAMS

Re: Part-time Nurses and Casual Nurses

The intent of this letter of agreement is to ensure that no nurse will lose his or her benefit coverage or percentage in lieu by transferring to a casual position.

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

Notwithstanding the foregoing, regular part-time nurses who accept a casual position in addition to their regular part-time position will receive percentage in lieu as per their permanent part-time position. While working these interim or replacement hours, the nurse will not accrue any additional vacation time. Vacation pay will be paid for these hours on every pay period where these hours apply at the pro-rated percentage paid in her permanent position. This method of payment will apply where a nurse works assignments in two or more programs.

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

This Letter of Understanding shall form part of the Collective Agreement.

Dated at Oakville this day of , 2009.

For the Region

For the Association

APPENDIX E

SHORT TERM DISABILITY PLAN

1. The Short Term Disability Plan benefits as set forth in Schedule "A" hereto applies to nurses who are full-time and regularly employed for thirty (30) hours or more per week;
2. Disability is defined in two ways:
 - (a) Class One

Physical or mental illnesses which prevent nurses from performing their jobs for a period of more than three (3) hours in a working day and not more than two (2) working days;
 - (b) Class Two

Physical or mental illnesses which prevent nurses from performing their jobs for more than two (2) consecutive working days.
3. Nurses claiming benefits of the Short Term Disability Plan for Class Two disability must provide evidence of the disability using a form provided by the Region. Any fees charged by a medical practitioner to complete an evidence of disability form will be paid for by the nurse. The information on this form includes:
 - (a) Nurse's name
 - (b) Nature of disability
 - (c) Name of attending physician
 - (d) Expected date of return to work
 - (e) Permission to release medical information to the Region's physician if required by the Director of Human Resource Services.

The requirement for a nurse to complete the evidence of disability form may be waived by his or her supervisor.

4. The Director of Human Resource Services may require a nurse to have an examination by a physician practitioner approved by the Region prior to a nurse receiving benefits of the Short Term Disability Plan.
5. Nurses unable to report to work because of illness or disability must notify their supervisor at the beginning of their normal work day.
6. On a nurse's fifth (5th) occasion of disability in the calendar year, he/she will receive no short term disability benefits until the third (3rd) day of that absence. This will not apply if the nurse is confined to hospital, in which case short term disability pay will commence on the first working day of absence.
7. Nurses who repeatedly claim leave for disability will be investigated by a Board of Review, comprised of the Medical Officer of Health, the Director of Human Resource Services, and the Head of the Department concerned. The Board of Review will consider all matters relevant to the nurses' leave for disability, and will take whatever action it finds necessary with respect to the nurses' continued employment.
8. Nurses may not claim benefits under the Short Term Disability Plan if any of their absences result from illness or injury, for which the nurse is entitled to Workplace Safety and Insurance benefits, arising out of the performance of work for gain for any other Region.
9. Nurses who exhaust the benefits of the Short Term Disability Plan will have their continued employment reviewed by the Region. When nurses return to work after exhausting the benefits of the plan, they must bring a statement from their attending physician confirming that they are capable of performing the duties of their position. The Director of Human Resource Services may require the nurse to be examined by another physician.
10. Nurses who claim paid leave for disability under this Plan must return to work and provide at least four (4) consecutive weeks of uninterrupted attendance before the benefits of the plan are reinstated.
11. Nurses entitled to benefits of the Short Term Disability Plan on a day which is holiday, will receive holiday pay for the holiday.
12. A nurse cannot receive benefits from both the Short Term Disability Plan and Workplace Safety and Insurance for the same time.

SCHEDULE "A" TO APPENDIX E

Credited Full-time Service	Work Weeks at Full Pay	Work Weeks at 2/3 Pay	Total Weeks of Benefit
0-3 months	Nil	Nil	Nil
3 months	3	12	15
6 months	4	11	15
1 year	6	20	26
2 years	8	18	26
3 years	9	17	26
4 years	10	16	26
5 years	11	15	26
6 years	12	14	26
7 years	13	13	26
8 years	14	12	26
9 years	15	11	26
10 years	16	10	26
11 years	17	9	26
12 years	18	8	26
13 years	19	7	26
14 years	20	6	26
15 years	21	5	26
16 years	22	4	26
17 years	23	3	26
18 years	24	2	26
19 years	25	1	26
20 years	26	0	26

LETTER OF UNDERSTANDING #1

LETTER OF UNDERSTANDING FOR JOB SHARING

BETWEEN

THE REGIONAL MUNICIPALITY OF HALTON

AND

THE ONTARIO NURSES' ASSOCIATION

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

1. 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/his position. Applications shall be made to the nurses Director or designate. The Region may, at its discretion limit the number of job sharing positions.
2. 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.
3. If two (2) full-time nurses wish to job share and the Region 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.
4. An incumbent full-time nurse wishing to share his/her position may do so if agreed by her/his 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.
5. 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/he shall be given first priority to the full-time position.

6. 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.
7. The Region, the Association 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.
8. 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.
9. Nurses sharing a job shall be subject to all the terms and conditions of this Collective Agreement between the Region and the Association as provided for regular full-time nurses except as follows:
 - (a) Each nurse shall pay regular monthly Association dues;
 - (b) Each job sharer shall accumulate a pro-rated amount of seniority normally accumulated by a regular full-time nurse;
 - (c) 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;
 - (d) Vacation pay shall be pro-rated as per regular part-time nurses;
 - (e) Each job sharer shall be paid a percentage in lieu of benefits as per a regular part-time nurse, as per the Collective Agreement;
 - (f) It will be the responsibility of the job sharers to keep abreast of necessary workplace communications and activities;
 - (g) 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;

- (h) Job sharers shall be placed on the part-time seniority list;
- (i) 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 thirty (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. Region and nurse 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.

LETTER OF UNDERSTANDING #2

LETTER OF UNDERSTANDING FOR “ON CALL” ARRANGEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF HALTON

AND

THE ONTARIO NURSES ASSOCIATION

This arrangement applies to Registered Nurses and Public Health Nurses of the Communicable Disease Control Services (CD) of the Halton Region Health Department. The nurses of the CD Team will be required to provide “on call” coverage.

The on call arrangements are as follows:

1. Weekend on call will be from 4:30 p.m. on Friday to 8:30 a.m. on Monday. When a holiday falls on any weekend (i.e. Monday through Friday) on call will be from 4:30 p.m. on the workday preceding the holiday to 8:30 a.m. of the next regular workday. Nurses will self-schedule to ensure equitable distribution of on-call duty.
2. The on call nurse will receive compensation at the rate of four dollars and fifty-cents (\$4.50) per hour of on call duty. The standby rate shall be six dollars and fifty-cents (\$6.50) per hour on paid holidays designated in article 14:01 (Holidays), excluding floating holidays
3. If the on call nurse is called out for a situation that cannot be managed by telephone, overtime will be paid in accordance with article 16:02 (Hours of Work) of the Collective Agreement. The overtime begins when the nurse departs for the call and ends when the nurse returns from the call with a minimum payment of three (3) hours. The nurse will not receive the base hourly on call compensation rate of four dollars and fifty-cents (\$4.50) per hour while receiving overtime compensation.
4. The nurses will have the option of taking overtime as pay or equivalent lieu time. The time must be taken within the calendar year unless such time is accumulated in the month of December, then the time shall be allowed to be carried over into the next year.

5. Compensation for time spent responding to “at home” phone call(s) shall be compensated at overtime rates for the actual time of the call(s) to the next increment of thirty (30) minutes.
6. “At home” time worked includes receiving and making business telephone calls, research and documentation of such telephone calls.
7. Mileage compensation to respond to on site investigations will be calculated from the nurse’s home and return.
8. The Region will pay long distance phone charges incurred by the nurse for business telephone calls.
9. The nurse shall be provided with an on call kit which will include a cell phone and a pager.
10. The development of the on call schedule will be done with the participation of the nurses of the CD Team. The CD Team Nurses will have the option of trading their on call hours with another nurse on the on call schedule. The supervisor shall be advised of any changes in advance of the scheduled on call duty.
11. The schedule shall be posted a minimum of three (3) months in advance.
12. Nurses will have completed their probationary period and received orientation to on call responsibilities.

LETTER OF UNDERSTANDING #3

LETTER OF UNDERSTANDING FOR VACATION RENEWAL

Between

THE REGIONAL MUNICIPALITY OF HALTON

And

THE ONTARIO NURSES' ASSOCIATION

As of January 1, 2002, the vacation year at the Region was changed from July 1st to June 30th, to January 1st to December 31st. As such six (6) months of vacation time was accrued by nurses and may not have been taken.

Nurses who fall into this category upon leaving the Region will receive full compensation for the vacation owed to them.

Any nurse who was hired after January 1st 2002 does not fall into this category and this letter of understanding does not apply.

LETTER OF UNDERSTANDING #4

LETTER OF UNDERSTANDING FOR REGISTERED NURSES WHO ATTAIN PUBLIC HEALTH NURSING QUALIFICATIONS

Between

THE REGIONAL MUNICIPALITY OF HALTON

And

THE ONTARIO NURSES' ASSOCIATION

Whereas the following nurses are employed as registered nurses in Health Protection Services:

Lynn Doherty
Sonja Gallant
Jette Anesen
Lee Jewell
Carolyn Madill
Beatrix Morrallee
Debbie Moyer
Joanne Orr
Jane Power
Naomi Thulien
Frances Weatherley

The Region agrees to place the registered nurses who currently hold public health nursing qualifications at the same level in the Public Health Nurse classification effective upon ratification of this collective agreement. Such nurses must provide acceptable proof of their qualifications to the Region before the reclassification shall take effect.

The Region agrees to place the above referenced nurses in the CD Registered Nurse Specialist classification effective upon ratification of this collective agreement. Should a CD registered nurse specialist leave her/his position, it will be posted as a public health nurse position. The Region will notify the Association in writing as CD registered nurse specialist positions are lost through attrition.

The Region also agrees that should the remaining registered nurses attain public health nursing qualifications, they will be moved to the same level in the public health nurse classification. Such nurses must provide acceptable proof to the Region that the qualification has been attained. Any changes to the nurse's wage rate shall be effective the date the proof was received by the Region.

It is understood that registered nurses listed above who do not attain public health nursing qualifications shall continue to be paid in the CD registered nurse specialist classification.

Note: In accordance with the *Health Protection and Promotion Act*, "public health nursing qualifications" refers to a nursing degree that includes preparation in public health nursing or a certificate or diploma obtained after not less than one academic year in public health nursing.

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