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EFF.	91	01	01
TERM.	93	12	31
No. OF EMPLOYEES	124		
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1991-93

COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

ONTARIO NURSES' ASSOCIATION

MAR 10 1992

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THIS AGREEMENT dated the 23<sup>rd</sup> day of January, 1992  
BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

hereinafter called the "Employer"

OF THE FIRST PART

-and-

ONTARIO NURSES' ASSOCIATION

hereinafter called the "Association"

OF THE SECOND PART

The parties hereto agree **as** follows:

**ARTICLE 1 - PURPOSE AND RECOGNITION**

**1.01** The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established **under** this Agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services, in a cost efficient manner.

**1.02** The Employer recognizes the Association as the **exclusive** bargaining agent for all public health, registered and graduate nurses performing **as** nurses employed by the Employer in the Department of Health

Services **save and** except the **Supervisors of Nursing and** persons above the rank of Supervisor of Nursing.

**1.03** All **references** to officers, representatives **and** committee members of the Association in this Agreement shall be deemed to mean officers, representatives **and** committee members of the bargaining **unit**.

**ARTICLE 2 - REPRESENTATION AND ASSOCIATION DUES**

- 2.01** (a) The Employer **will** recognize a Negotiating Committee of four **(4)** nurses whose function shall be to negotiate the renewal of the Collective Agreement.
- (b) The Employer will recognize a committee of four **(4)** nurses as Association representatives who will constitute the Grievance ~~Committee~~ hereinafter referred to. The Employer will be notified **in** writing from time to time of the names of such nurses.
- (c) A representative of the Ontario Nurses' Association shall be recognized by the Employer to assist in (a) and (b) above.
- (d) One representative from the Association shall be nominated to sit on the Health and Safety Committee.
- 2.02** The privilege of such representatives to leave their work without loss of salary for the purpose **of**

meeting with **the** Employer shall be granted on the following conditions:

- (a) Such business must be between the Association and the Employer.
- (b) The time shall be devoted to the prompt handling of the said business.
- (c) **The** representative concerned shall obtain the permission of her immediate superior before leaving her work. Such permission shall not be unreasonably withheld.
- (d) **The** time away from work shall be reported in accordance with the timekeeping methods of the Department of Health Services.
- (e) The Employer reserves the right to limit such time if the time so taken is unreasonable. Incidental expenses incurred such as mileage, meals, etc. will be borne by the representative(s) concerned.

**2.03** The Employer will recognize a Nursing Committee of not less than four (4) nor more than seven (7) nurses, including representatives from general nursing and **Home** Care programs, which number may be increased by mutual agreement. The function of such Committee is the examination of professional matters, it being understood that the final decision on such matters rests with the Medical Officer of Health and

appropriate Division Heads. **Meetings of this Committee** and the Employer representatives may be held as mutually agreed.

The establishment of this Committee is in no **way** intended to inhibit regular staff or individual meetings that may be required relating to the nursing **program** in its entirety.

**2.04** The parties **hereto agree** that any nurse of the Employer covered by this Agreement may become a member of the Association if she wishes to do so, and may refrain from becoming a member of the Association if she so desires.

**2.05** The Association will not engage in Association activities during working hours or hold meetings at any time on the premises of the Employer without the **permission** of the Medical Officer of Health or his/her delegate.

**2.06** **The Employer and the Association agree that there shall** be no discrimination on account of race, creed, colour, gender, age, residence, ancestry, place of origin, ethnic origin, citizenship, handicap, marital status, family status, record of offenses, or membership or non-membership in the Association, or activities on behalf of the Association practised against any nurse.

**2.07** The Employer will deduct each month from the pay due

to each nurse who is covered by this Agreement, a sum equal to regular monthly Association dues of each such nurse. Such deductions will be made in the second **pay** period of each month and remitted to the Ontario Nurses' Association at the end of each month along with a list of nurses from whom deductions have been made. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Association shall indemnify and save the Employer harmless with respect to all dues **so** deducted and remitted.

- 2.08 The Employer will notify the Association representative of the names of nurses hired.
- 2.09 The Employer recognizes that the Association has the right to post Association literature at each office and sub-office. For this purpose, the Association will provide their own bulletin boards, and the location of such bulletin boards will be determined by mutual agreement of the parties. Prior approval is required for any such literature that relates to the business of the Employer.
- Such approval will not be unreasonably withheld.
- 2.10 A copy of this Agreement in mutually suitable form will be issued by the Employer to each nurse now employed and **as** employed. Costs will be shared by the Employer and the Association.



**ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** The Association acknowledges that **it is** the exclusive function of the Employer to hire, retire, promote, demote, transfer and suspend nurses and also the right of the Employer to discipline or discharge any nurse for just cause, **provided** that a claim by a **nurse** who has acquired seniority that she has **been** dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.

**3.02** The Association further recognizes the right of the Employer to operate and manage the Department of Health Services in all respects in accordance with **its commitments** and its obligations and responsibilities. The right to **decide** on the number and type of nurses needed by the Employer at any time; the number and location of offices, clinics, required at any time; the right to use modern methods, machinery and equipment; and jurisdiction over all its required offices are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the nurses, but before altering any such rules **the** Employer will discuss same with the Nursing Committee and give them an opportunity of making

representations with regard to such proposed alterations. The Employer agrees that any such **rules** shall not conflict with the provisions of this Agreement.

**Without** limiting the foregoing the Association recognizes **and** agrees that **the** Employer shall retain all rights to operate, control **and** manage the Department of Health Services except as specifically modified herein.

**ARTICLE 4 - DEFINITIONS AND HOURS OF WORK**

- 4.01 (a) Regular full-time nurse - is a nurse who normally works thirty-five (35) hours **per** week. This also includes nurses who **work** on this basis during the regular school year. Such nurses shall be entitled to **all** provisions of this Collective Agreement unless specifically provided otherwise.
- (b) Regular part-time nurse - is a nurse who **works less** than thirty-five (35) hours per week. Such nurses shall be entitled to all provisions of this Collective Agreement unless specifically provided otherwise.
- (c) Temporary nurse - is a nurse **who works on** short-term assignments to meet the operational needs of the Department of Health Services. Such nurses shall not be entitled to any provisions

of the Collective Agreement except as **noted**

**below:**

Article 1 - Purpose and Recognition  
 Article 2 - paragraphs 2.04, **2.05**, 2.06, 2.07, 2.09 and 2.10 only  
 Article 3 - Management Rights  
 Article 4 - Definitions and Hours of Work  
 Article 6 - paragraph 6.01 only  
 Article 7 - Holidays  
 Article 8 - paragraph 8.10 only  
**Article 10-** paragraphs 10.02 only  
 Article 11- except that no grievance **may** be **filed on** any Article in the Collective Agreement other than those contained in this paragraph  
 Article 13- Arbitration  
 Article 14- Management and Association Grievances  
 Article 15- No Strikes - No Lockouts  
 Article 16- paragraph **16.07** only  
 Article 18- Miscellaneous  
 Article 19- Duration of Agreement  
 Appendix "A"

- 4.02 (a) Overtime is defined as authorized work in excess of nine (9) hours per day or thirty-five (35) hours per week. Overtime will be compensated at the rate of one and one-half (1-1/2) hours off for each hour worked or one and one-half (1-1/2) **times** the straight time rate **at** the discretion **of** the nurse but any time off must be scheduled by mutual agreement.
- (b) Work performed before eight (8:00) a.m. or after ten (10:00) p.m. shall be compensated **as set out in paragraph 4.02 (a)**. **This** premium shall not apply to regularly scheduled hours of work which fall outside of **these** limits provided that **the**

Employer establishes **such hours only after consultation** with the Association.

- (c) All time worked on Saturday, Sunday, a paid holiday, or during a nurse's vacation shall be compensated at the rate of one and one-half (1-1/2) hours off.
- (d) **Any** nurse called to work on Saturday, Sunday, a paid holiday or during her vacation shall be compensated at the rate of one and one-half (1-1/2) hours off for each hour worked or four (4) hours off, whichever is greater. This shall not apply to planned overtime.

ARTICLE 5 - SENIORITY

- 5.01 (a) In cases where performance, ability, professional skill, qualifications, physical fitness, emotional stability, and the ability to work effectively with others and promote good public relations are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotion, transfer, lay-off or recall.
- (b) In the event of a proposed lay-off the Employer will provide the nurses affected and the Association with at least 15 working days of notice. During the period between the notice and the effective date of the lay-off the

Employer will meet with the Association. **Any** written agreement between the Employer and **the** Association which may result from this meeting concerning the method of implementation of the lay-off will take precedence over the terms of this Article.

- (c) **Any** nurse who has been in the bargaining unit and who has been transferred or promoted to a position with the Employer outside of the bargaining unit who subsequently returns to a position within the bargaining unit shall be credited with her previous seniority within the bargaining unit. Should the nurse return to the bargaining unit within three (3) months of the transfer or promotion she shall have no loss of seniority.

- 5.02 (a) For all provisions of this Agreement seniority shall commence and accumulate from the date on which a nurse was first employed by the Employer or, in the case of transfer of geographic jurisdiction to the Employer, from the date when the nurse was first employed by the former Employers responsible for such jurisdiction.
- (b) **A** seniority list showing each nurse's name and professional category shall be posted on bulletin boards in a conspicuous place on the

Employer's ~~premises~~ and shall be **revised** yearly,  
A copy of such list will be **sent** to the  
Association at the time of posting.

(c) A ~~part-time~~ nurse shall accumulate seniority on  
the basis of one-half ( $1/2$ ) year **for each**  
calendar year worked.

**5.03** A newly employed nurse shall be considered a  
probationary nurse until she has completed four (**4**)  
continuous months of service which period may be  
extended up to two (2) additional months upon written  
notification from **the** Division Head to the President  
of the Local Association after which her name shall  
be placed on the seniority list, and her seniority  
shall date from the date of her last hiring by the  
Employer. A written assessment of the nurse's  
performance, ability, etc., will be made by the  
Division Head at the end of two (**2**) months'  
employment and within ten (10) days prior to the  
expiration of the probationary period. The  
probationary nurse will meet with the Division Head  
to discuss **such** assessments. During the probationary  
period a nurse may be terminated, disciplined or  
laid-off at the sole discretion of the Employer whose  
decision shall be final.

**5.04** (a) When a position of Senior Public Health nurse  
becomes vacant and the Employer intends to fill

**the** vacancy, or **a** new position within the **scope** of this Agreement is created, the Employer will post up for a **period** of fourteen (14) calendar days on every office bulletin board notice of such vacancy. The notice will contain the nature of the position, remuneration and required qualifications. **A** nurse with at least one year's seniority who wishes to be considered for the position so posted shall submit to the Director of Nursing written application for the vacancy within and not after fourteen (14) calendar days from the date on which the notice of the **vacancy** was first posted up. Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive working days. Each application shall set forth the applicant's qualifications, training and related experience in the work in question.

- (b) All other regular full time and regular part-time **vacancies** will be posted for seven (7) calendar days and applications will be considered on an individual **basis, however,** the Employer shall have the right at its sole discretion to fill the vacancy from the applications or otherwise.

(c) In filling **any** vacancy under this Article the provisions of Article 5.01 shall **apply**.

5.05 (a) Seniority shall be retained **and** accumulate when a nurse is absent from work under the following circumstances:

- approved leave of absence with or without pay **up** to a period of four (4) months;
- when in receipt of Worker's Compensation up to a period of six (6) months;
- when in receipt of sick leave **up** to a period of six (6) months;
- when on maternity leave of absence without **pay**.

(b) Seniority shall be retained, subject to paragraph (a) hereof, only when a nurse is absent from work under the following circumstances:

- approved leave of absence with or without **pay**;
- **when** in receipt of Worker's Compensation;
- when in receipt of sick leave;

(c) Seniority shall terminate and a nurse shall cease to be employed by the Employer when she:

- resigns for any reason;
- is discharged for just cause and is not reinstated;
- is absent without **pay** for a period of one year by reason of illness or accident, provided that such period may be extended in an individual case by agreement between the Employer and the Association;



- is absent from work for more than two (2) consecutive scheduled working days without notifying the Employer except where an acceptable reason is **given**;
- is absent from work for more than three (3) consecutive working days without leave and without an acceptable reason;
- does not return to work after an approved leave of absence without giving an acceptable reason;
- is no longer registered under the Health Disciplines **Act**, 1974, or successor act;
- is laid off and not recalled to work within a period of one (1) year from the date of lay-off, or after having been laid off for less than one (1) year fails to return to work within five (5) days after notice of recall has been sent to her by the Employer by registered mail to the last address of the nurse of which the Employer has a record unless the nurse is unable to return because of a satisfactory reason which is given within the aforementioned period and provided she returns within a period of an additional five (5) **days** thereafter.

5.06 Related recent experience in Public Health Nursing which adds to the value of the nurse's service will be recognized as follows:

- for one (1) year's service but **less** than **two** (2) - one (1) increment;
- for two (2) year's service but less than three (3) - two (2) increments;
- for three (3) year's service or more - three (3) increments.

The assessment of other past professional experience will be the sole prerogative of the Division Head.

**ARTICLE 6 - SALARIES AND PROFESSIONAL CLASSIFICATIONS**

- 6.01 Salaries in present professional classifications are set forth in Appendix "A" and remain in effect for the duration of this Agreement.
- 6.02 The Employer agrees that the establishment of any new classifications shall be on the basis of fairness and equity and will apply to only newly created positions or the revision of present positions where there has been a significant change in responsibilities. The rates established for such new positions shall be based on the rate structure herein. Before implementing any new professional categories covered by this Agreement the Employer will inform the Association and allow the Association a reasonable opportunity to **make** representations to the Employer regarding the salary to be paid to employees in any such new categories. A grievance may be filed **alleging** that such new rates are not fair or equitable or based on the rate structure herein and if such grievance is referred to arbitration the Board of Arbitration shall have the power to order any rate change to be effective from the date the rates were first put into effect by the Employer.
- 6.03 It is understood that the duties of a Public Health nurse include Team Co-ordinator and group or program co-ordination in special settings such as school,

clinic, child health centre or place of employment.

6.04 A nurse who changes her category from Registered Nurse to **Public Health Nurse shall** not receive a reduction in salary as a result.

**ARTICLE 7 - HOLIDAYS**

7.01 (a) The following shall be recognized as holidays under this Agreement:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day
<b>Civic Holiday</b>	

And heritage Day if it is declared a holiday by the Federal Government or the Government of Ontario.

Time off with pay will be granted on the last working day preceding Christmas Day and New Year's Day effective from 12:00 o'clock noon.

(b) An "eligible nurse" as used in this Article is one who :

- (i) performs work during the payroll period in which the holiday is observed except when absent due to verified **illness** or other approved absence with pay;
- (ii) **works as** scheduled or assigned both on her last scheduled work day prior to **and** her first scheduled work day following the holiday, except when absent **due** to verified illness or other approved absence with pay.

(c) **An** "eligible nurse" who is not required to work on one of the **above** named holidays shall suffer no reduction in her salary by reason of the

occurrence of **the** said holiday.

- 7.02** A nurse who **is** scheduled to **work** on any **such** holiday and **works** on the said **holiday** shall be given time and one half for the day and another day off with pay and **such** time off shall, unless agreement is reached between the nurse concerned and the Division Head be **taken** on a day designated by the Division Head.

**ARTICLE 8 - VACATIONS**

- 8.01** All regular full-time nurses will receive vacation with pay according to **the** following schedule:
- (a) Less than one (1) year of service or employed on a ten (10) month basis **see** paragraph **8.03**.
  - (b) At **least** one (1) year of service but less than eighteen (18) years of service four (**4**) weeks.
  - (c) **At least** eighteen (18) years of service but less than twenty-six (26) years of service five (**5**) weeks.
  - (d) **At Least** twenty-six (**26**) **years** of service six (**6**) **weeks**.
- 8.02** All regular full-time nurses shall be entitled to vacation **with** pay in accordance with credited service. Vacations shall be taken in the calendar year based on the nurse's vacation entitlement as computed to **May** 31 of that same calendar year except that a nurse shall become entitled to increased vacation entitlement after January 1st in the

calendar year in which the eighteenth (18th) and **twenty-sixth** (26th) **anniversary of service falls.**

**8.03** Each full-time nurse who has **less than** one year's seniority **as** at May 31st or who is employed on a ten (10) month basis shall be entitled **to a** vacation of **one and two-thirds (1 2/3) working days** for **each full** calendar month of seniority. The entitlement to **such** vacation credits shall be based on the following:

If hired on the first day of the month - 1 2/3 day's credit.

If hired between **the** second and tenth days of the month of first month - 1 day's credit.

If hired between the eleventh and twentieth days of month of first month - 1/2 **day's** credit.

**If** hired between **the** twenty-first day to end of month - no **credit and** thereafter **on** the calendar month.

8.04 **Part-time**, temporary and casual nurses shall receive eight **(8)** percent of their annual earnings in lieu of paid vacation time off.

8.05 When a nurse's employment is terminated for any reason, she shall be entitled to a terminal vacation allowance covering vacation earned but not taken.

**8.06** Vacation **schedules** are subject to the approval of the Division Head and **the** contingencies of the Department of Health **Services' programs;** the Employer however

will give consideration **as** to the preference of the time nurses wish to **take their vacation.**

**8.07** Vacations may not be **accumulated** from one vacation year to another and must be taken during the **term** of the vacation year except under extenuating **circumstances** and approved by the Medical Officer of Health.

**8.08** Each full-time nurse who **is** absent in excess of twenty (20) working days without pay during any vacation year shall only be entitled to vacation with pay on the following basis:

Worked or received **full pay** for more than fifteen (15) days in **a** calendar month - one and two thirds - (1 2/3) days.

Worked or received **full pay** for more than ten (10) days but less than sixteen (16) days in **a** calendar month -**one** (1) **day.**

Worked or received full pay for more than five (5) days but less than eleven (11) **days** in a calendar month - one half (1/2) day,

**8.09** Application for annual vacation is to be made to the nurse's immediate supervisor at the earliest possible time on **the** appropriate **forms** provided.

**8.10** If a nurse **is ill** and in receipt of Worker's Compensation prior to going on vacation, she shall be credited with vacation to be scheduled as **such** at another time.

**ARTICLE 9 - SICK LEAVE**

**9.01** Sick leave shall be earned by nurses on the following basis:

Worked or received full pay for more than fifteen (15) days in a calendar month - one and one-half (1 1/2) days.

Worked or received full pay for **more** than ten (10) days but less than sixteen (16) days in a calendar month - one (1) day.

Worked or received full pay for more than five **(5) days** but less than eleven (11) days in a calendar month - one-half (1/2) day.

Statutory holidays and vacation time shall be credited as working days for the purposes of this Article. Sick leave credits shall commence and accumulate from the date on which a nurse was first employed by the Employer or, in the case of transfer of geographic jurisdiction to the Employer, from the date when the nurse was first employed by the former Employers responsible for such jurisdiction.

All Regular Part-time nurses shall be entitled to the same sick leave credits on a pro rata basis calculated in relation to days or hours worked to that of a full-time nurse except for nurses who are hired or become part-time after October 1, 1985, who shall not be entitled to sick leave.

9.02 Sick leave benefits shall be cumulative from year to year. If a nurse leaves the employment of the Employer for any reason after five (5) or more years of continuous service she shall be entitled to be paid at her regular rate for a period equal to 50% of the value of her accumulated sick leave credit up to a maximum of six month's salary, or in the alternative she may choose to take advantage of the portability provision provided under section 377, sub-section 60 of the Municipal Act, if applicable.

9.03 When a nurse is injured in the course of her employment and in receipt of Worker's Compensation in lieu of her regular pay, the Employer will, upon the request of a nurse make up the difference between such compensation and her regular pay to the extent of the maximum of the nurse's accumulated sick leave with pay credits or for a period of six (6) months whichever shall be the shorter of the two. The amount of such make-up pay shall be deducted from such accumulated credits and the nurse must submit proof of amount received from the Worker's Compensation Board.

9.04 Entitlement to a sick leave credit shall be based on the following:

If hired between 1st and 10th of month of first month - 1 1/2 day's credit.



If hired between 11th and 20th of month of **first** month - 1 day's credit,.

If hired between 21st and **end** of month of first month - 1/2 day's credit and thereafter on the calendar month.

**9.05** When a nurse has been on sick leave the Medical Officer of Health **and/or** Administrator, may require the nurse to obtain a doctor's certificate upon her return to work.

**9.06** Sick leave credits are granted to the nurse for her own illness and are **not to be** used for any other **purpose.**

**ARTICLE 10 - VEHICLE ALLOWANCE**

**10.01** Those nurses, who are required to use their automobile to perform their duties for the Department of Health Service and consequently must **have a car available at** all times and must provide for additional insurance coverage on their vehicle, shall be paid at a flat rate on the excess travel. **The** categories are as **follows:**

- (1) 1,000 kilometres to 5,000 kilometres annually  
\$140 per month effective January 1, 1991; \$146  
**per** month effective January 1, 1992; and **\$153**  
per month effective January 1, 1993.
- (2) **5,001 kilometres** to 8,000 kilometres annually  
\$202 per month effective January 1, 1991; \$211

- per month effective January 1, 1992; and **\$221** per month effective January 1, 1993.
- (3) 8,001 kilometres to 12,000 kilometres annually **\$308** per month effective January 1, 1991; **\$322 per** month effective January 1, 1992; and \$336 per month effective January 1, 1993.
- (4) 12,001 kilometres to 16,000 kilometres annually \$387 per month effective January 1, 1991; \$404 per month effective January 1, 1992; and \$422 per month effective January 1, 1993.
- (5) 16,001 kilometres to 20,000 kilometres annually \$493 per month effective January 1, 1991 and \$515 per month effective January 1, 1992; and \$538 per month effective January 1, 1993.
- (6) for travel over 20,000 kilometres annually \$493 per month plus 19.5¢ per kilometre effective January 1, 1991; and \$515 per month plus 20.4¢ per kilometre effective January 1, 1992; and \$538 per month plus **21.3¢** per kilometre effective January 1, 1993.

1 kilometre (km) = 0.6214 miles  
 1 mile = 1.6093 kilometres

Kilometres driven in **excess** of the number of kilometres assigned to categories 1 to 5 inclusive: 21.5¢ **per** kilometre effective January 1, 1991 and 22.5¢ effective January 1, 1992; **and** 23.5¢: effective January 1, 1993.

- 10.02 All other nurses who would not normally require a car to perform their duties, and those nurses who drive less than 1,000 km per year, shall be reimbursed for occasional travel at the rate of 30.9¢ per kilometre effective January 1, 1991 and 32.3¢ per kilometre effective January 1, 1992 and 33.7¢ per kilometre effective January 1, 1993.
- 10.03 Nurses **who** are required to use their automobile will be designated by their Department Head on a list which will indicate their appropriate vehicle allowance category.
- 10.04 A nurse who drives less mileage than the lower boundry of her category shall have the shortfall in kilometres multiplied by the casual rate recorded as a taxable benefit on the employee's annual T-4 slip.

**ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any nurse and/or Association may present a complaint at any time without recourse to the formal written procedure described herein.
- 11.02 A grievance shall be defined **as** a complaint regarding the interpretation or alleged violation of this Agreement, or, in the case of a nurse **who** has

acquired seniority under this Agreement, a complaint that she has been discharged or disciplined without **just** cause.

**11.03** No grievances shall be considered where the circumstances giving rise to it occurred or originated more than five **(5)** full working days before the filing of the grievance; in the case of a grievance involving computation of **pay**, the grievance may be filed within five **(5)** days after receipt of **pay**.

**11.04** The following shall be the procedure in processing and handling grievances and the Association acknowledges that the Employer may have present at any **step**, in addition to those members of management specifically mentioned below, any other staff or representatives which it feels may be of assistance in dealing with the grievance.

Step No. 1 - the aggrieved nurse shall present her grievance in writing to her immediate supervisor. She shall have the assistance of a member of the Grievance Committee if she so desires. If a settlement satisfactory to the nurse concerned is not reached within three **(3)** working days or any longer period which may be mutually agreed upon, the next step in the grievance procedure may be taken at any

time within three (3) working **days** thereafter.

Step No. 2 - the aggrieved nurse may submit her grievance to the Division Head who shall consider it in the presence of the person or persons presenting same and render her decision in writing. The aggrieved nurse shall have the assistance of a member of the Grievance Committee if she so desires. Should no settlement satisfactory to the nurse concerned be reached within three (3) working days, the next step in the grievance procedure maybe taken within three (3) working days thereafter.

Step No. 3 - the aggrieved nurse may submit her **grievance** in writing to the Medical Officer of Health or her delegate and she ~~may~~ have the assistance of a member of the Grievance Committee if she **so** desires. Should no settlement satisfactory to the nurse concerned be reached within three (3) working days, the next step in the grievance procedure may be taken within three (3) working days thereafter.

Step No. 4 - the aggrieved nurse may submit her grievance in writing to the Chief Administrative Officer of the Regional Municipality of Durham. **The** Grievance Committee as constituted under Article 2 may be present at this stage at the request of either party. The said Grievance Committee may have the assistance of a representative of the Ontario Nurses' Association (O.N.A.) if they so desire.

11.05 If a final settlement of the grievance is not completed within ten working days after the grievance has been submitted in writing at Step No. 4 of the grievance procedure, and if the grievance is one concerning **the** interpretation or alleged violation of this Agreement, or is a claim by a nurse that she has been discharged or disciplined without just cause, the grievance may be referred by either party to a Board of Arbitration as provided in Article 13 at any time within ten days thereafter, but not later.

NOTE: Any of the time allowances provided above may be extended by mutual agreement in writing between the parties.

#### ARTICLE 12 - SUSPENSION OR DISCHARGE CASES

12.01 A nurse who is to be suspended or discharged shall be entitled to a nurse representative at the time she is

told of her discipline.

- 12.02** A claim by a nurse who has attained seniority that she has been suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is filed with the Medical Officer of Health, within five (5) working days after the nurse is notified in writing of her discharge or suspension. All steps of the Grievance Procedure, prior to Step No. 3 shall be omitted in such cases. Such special grievances may be settled by confirming the Employer's action in dismissing or suspending the nurse or by reinstating the nurse with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

**ARTICLE 13 - ARBITRATION**

- 13.01** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article XI and which has not been settled, will be referred to a Board of Arbitration at the request in writing of either of the parties hereto.
- 13.02** The Board of Arbitration will be composed of one person appointed by the Employer, one person

appointed by **the** Association, **and** a third person to **act as Chairperson** chosen by the other two members of the **Board**.

13.03 Within five days of the request by either party for a Board, each party shall notify the other of the name of its appointee. Should the recipient of the above request fail to appoint an appointee within five **(5)** days, the Minister of Labour of the Province of Ontario will be asked to appoint one on its **behalf**.

13.04 Should the person chosen by the **Employer** to act on the **Board**, and the person chosen by the Association, fail to agree on a third person within seven days of the notification mentioned in section 13.03, the Minister of Labour of the Province of Ontario will be asked to appoint a person to act **as Chairperson**.

13.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

13.06 The **Board** of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.



**13.07** Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and of its own witnesses; and the parties will jointly bear the expenses, if any, of the Chairperson.

**13.08** No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

**ARTICLE 14 - MANAGEMENT AND ASSOCIATION GRIEVANCES**

**14.01** It is understood that the Management may submit to the Association any complaint with respect to the conduct of the Association, its officers or members, or any complaint that a contractual obligation undertaken by the Association in this Agreement has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to a representative of the Association, whereupon it shall be discussed at Step **No. 4** of the grievance procedure. Failing a satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer it to arbitration in accordance with the provisions of Article 13.

**14.02** The Association may file a grievance as defined in this Agreement which involves all or a substantial number of the nurses covered by this Agreement. Such grievance shall be submitted at Step No. 3 of the

grievance procedure.

**ARTICLE 15 - NO STRIKES - NO LOCKOUTS**

- 15.01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Association agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slowdown, or stoppage of work either complete or partial and the Employer agrees that there will be no lockout.
- 15.02** The Employer shall have the right to discharge or otherwise discipline nurses who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 11.
- 15.03** Should the Association claim that a cessation of work constitutes a lockout, it may take the matter **up** with the Employer as provided in Step No. **3** of Article **11**.
- 15.04** The Association further agrees that **it** will not involve any nurse of the Employer during working **hours**, or the Employer, itself, in any dispute which may arise between any other employer and the nurses of such other employer.

**ARTICLE 16 - LEAVE OF ABSENCE**

**16.01** Compassionate Leave

- (a) Leave of absence without loss of pay will be

granted to a maximum of seven **(7)** continuous calendar days in the event of death of spouse or child.

- (b) Leave of absence without loss of pay will be granted to a maximum of three **(3)** continuous calendar days in the event of death of mother, father, brother, sister, mother-in-law, father-in-law and grandparent.
- (c) Leave of absence without loss of pay will be granted to a maximum of one (1) working day in the event of death of a sister-in-law or brother-in-law or grandchild.
- (d) Such leave of absence is granted only for the purpose of arranging for or attending the funeral.

Where the funeral occurs outside of the Province, such leave may be increased by two **(2)** additional working days.

16.02 Maternity Leave of Absence

Pregnancy and Parental leave **shall** be granted in accordance with the terms of the Employment Standards Act as amended and as permitted under such terms; or, alternatively, a nurse who is pregnant may choose a leave of absence for a period of up to one (1) year if they have more than one (1) year's continuous service. If a nurse opts for the **up** to one (1) year

leave of absence, the employer may permanently fill the nurse's position during **such** leave. Seniority will accrue while on leave, Upon notice being given to the Employer that she is able to return from her leave, the nurse will be given the first opportunity to return to a position for which she is qualified and will be given the opportunity to return to her former position, if and when the position becomes open, Vacation and sick leave or other credits will not accrue during this period of leave of absence and the nurse's anniversary date for annual increments will be postponed for the length of her period of absence.

16.03 Adoption Leave of Absence

Leave of Absence for **adoption shall** be granted in accordance with the terms of the Employment Standards Act as amended and as permitted under such terms; or, alternatively, a nurse may choose a leave of absence, without **pay** for a period of up to one (1) year if **the** nurse has more than one (1) year's continuous service. If a nurse opts for a leave of absence without pay for a period of up to one (1) year, the employer **may** permanently fill the nurse's position during such leave. Seniority will accrue while on leave. Upon notice being given to the Employer that she is able to return from her leave, the nurse will

be given the first opportunity to return to a position for which she is qualified and will be given the opportunity to return to her former position, if and when the position becomes open. Vacation and sick leave or other credits will not accrue during this period of leave of absence and the nurse's anniversary date for annual increments will be postponed for the length of her period of absence.

16.04 Educational Leave

It is recognized that substantial contributions can be made to the total public health program through the dissemination of information obtained during educational leave and short courses. Each nurse should be given equal opportunity to participate in courses in which the Employer decides to participate. Any nurse may request a meeting to discuss such courses with the Division Head.

Information concerning such courses and/or workshops pertaining to any aspect of nursing shall be posted as far as possible in advance so that nurses may make application for leave. During attendance at such courses the Employer will continue the nurse's salary and shall pay at its sole discretion such further amounts on account of pay travel and reasonable living expenses as it **deems** advisable.

**16.05** When a nurse has completed a course relevant to her duties she shall be granted leave of absence with pay to write the required examination.

**16.06** (a) Leave of absence without loss of pay to attend professional meetings (OPHA, RNAO) shall be granted at the discretion of the Employer to nurses as designated by the Association of **up** to a collective total of twelve (12) working days per year. This maximum shall not apply to **O.N.A.** meetings which are covered in clause 16.06 (b). The Association will inform the Employer of the nurses the Association wishes to attend such professional meetings as far in advance as possible of such meetings but the attendance of any nurse so named by the Association will be contingent on the requirements of the Department of Health Services' programs.

(b) Leave of absence without pay to attend to Association business will be granted at the discretion of the Division Head.

Notwithstanding the above, permission for such leave shall not be unreasonably withheld.

(c) Leave of absence without **pay** for a period up to one (1) year may be granted to full-time and regular part-time nurses who **make** application to

attend university to further their educational qualifications. The Employer may permanently fill such nurse's position during this period. Upon notice being given to the Employer that *she* is available to return to work, the nurse will be given the first opportunity to return to a position for which she is qualified and will be given the opportunity to return to her former position, if and when the position becomes open.

- (d) A nurse shall be willing to honour her sponsorship but should she be employed in a lesser capacity than that for which she has qualified for more than six (6) months, her obligations to the Department of Health Services **may** be terminated.

16.07 Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Division Head, having due regard to the requirements of the Employer's programs. Such requests are to be made as far as possible in advance, on the forms provided, and the Division Head will **reply** in writing except in **cases** of emergency.

16.08 Nurses required to act as jurors or Crown witnesses shall be granted a leave of absence with pay and without **loss** of seniority or benefits, for this **purpose**. The Employer shall pay the nurse her full

basic wage **or** salary for the period of such service, provided that the nurse shall turn **over** to the Employer the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the nurse presents official proof of both service and payment thereof. The nurse shall give the Employer notice of her intention to be absent within twenty-four **(24)** hours of receipt of subpoena.

ARTICLE 17 - BENEFIT PLANS

The Employer will provide the following employee benefit program with premiums payable by the Employer, except as noted, to all **regular** full-time nurses. Enrolment in extended coverage group insurance, and dental coverage will take place after **(3)** three months of continuous employment.

17.01 Pensions

All full **time** nurses must as a condition of employment join the Ontario Municipal Employees Retirement System, as amended from time to time, on the basis of 50% of the required total contribution from each of the nurse and Employer.

17.02 Ontario Health Insurance Plan

17.03 Extended Coverage

All eligible nurses will Be enroled in the Extended Health Care Plan with family coverage at the nurses' option. The deductible for single coverage is the



first \$10 of eligible expenses incurred by the nurse and for family coverage is the first \$20 of eligible expenses incurred by the nurse and/or dependents during the calendar year. Extended Coverage provides:

- (a) Semi Private Hospital Coverage (not subject to the deductible).
- (b) Drug Plan.
- (c) Vision Care • \$130 maximum (\$160 maximum effective October 1, 1991 and \$175 maximum effective January 1, 1992) over each 2 year period.
- (d) Other Eligible Expenses • ambulance, nurses, etc.

#### 17.04 Group Insurance

- (a) Life Insurance - twice basic annual salary to a maximum insured amount of \$65,000; effective October 1, 1991 to a maximum of \$70,000; effective January 1, 1992 to a maximum of \$75,000; effective January 1, 1993 to a maximum of \$90,000.
- (b) Paid up Life Insurance Policy for retired employees at age 65 of \$1,800 and effective October 1, 1991 of \$2,000.
- (c) Accidental Death and Dismemberment insurance equal to employee's Life Insurance.
- (d) Long Term Disability Insurance payable at  $66 \frac{2}{3}\%$  of basic earnings to a maximum of \$1,800 per month; and effective October 1, 1991 to a

maximum of \$1,900 per month, and effective January 1, 1992 to a maximum of \$2,000 per month; and effective January 1, 1993 to a maximum of \$2,500 per month. Benefits to commence on 181st day of disability.

- 17.05** Dental Plan - Basic Plan - no co-insurance  
 - Endodontal - co-insurance with plan  
 paying **75%** and employee **25%**

Benefits in **1991** will be based on the **1989** O.D.A. fee schedule and effective October **1, 1991** on the **1990** O.D.A fee schedule.

Benefits in **1992** will be based **1991** O.D.A. fee schedule. Benefits in 1993 will be based on the 1992 O.D.A. fee schedule.

- 17.06** It is understood and agreed that **such** programs will be subject to **the terms** and conditions of any governing master policy or statutory requirements. **Any** dispute over payment of benefits shall be adjusted between the nurse and the insurer but the Employer will use its best efforts to assist the nurse in dealing with the insurer.

- 17.07** **Nurses** on approved **leaves** of absence or on lay-off will be allowed to continue the benefits outlined in clauses 17.02, 17.03 and 17.04 provided they pay the full cost in advance of the beginning of each month.

- 17.08** The normal retirement for all nurses shall take place at twelve o'clock midnight on the last day of the calendar month in which the nurses reaches sixty-five (**65**) years of age.

- 17.09 Part time employees are entitled to participate in O.H.I.P. **and** Extended Health Care on an optional basis after the same waiting period **as** regular employees.
- 17.10 The 5/12 employees' share of the Unemployment Insurance Canada premium reduction will be ceded to the Employer to provide partial funding for increased benefit costs.

**ARTICLE 18 - CELL**

18.01 Health Examination

The Employer may at any time require a nurse to undergo a physical examination. If the nurse's Ontario Health Insurance Plan does not cover such examination and required tests, the expense of such examination, tests, etc. will be borne by the Employer. **All newly hired** nurses will be required to undergo a tuberculin test and if found positive a large chest x-ray is mandatory. Nurses with a negative tuberculin skin test will be required to have a further skin test annually, and those nurses with a positive tuberculin skin test will be required to have a large chest x-ray carried out annually thereafter.

18.02 Where laboratory coats are required in any area they shall be provided and laundered by the Employer.

18.03 Whenever the feminine pronoun is used in this Agreement it includes the masculine pronoun where the content so requires. Whenever the singular is used

in **this** Agreement it includes the plural where the content so requires.

**18.04 Any** nurse who is transferred temporarily to another office will be reimbursed for any distance driven in excess of her normal home-work trip under the appropriate clause of Article 10 - Vehicle Allowance.

**ARTICLE 19 - JOB SHARING**

It is understood that the Employer will not incur any increased costs except costs directly related to two people on staff sharing a position normally filled by one person.

i.e. - two salary cheques instead of one  
- two personnel files instead of one  
- two performance reviews instead of one  
- counselling and dealing with two employees instead of one

The **nurses** involved in job sharing will be entitled to all provisions of the Collective Agreement as provided for a Regular full-time nurse except as detailed below.

Article 2 - Representation & Association Dues

Clause 2.07 Each nurse will pay monthly Association dues.

Article 5 - Seniority

Clause 5.02 Each nurse involved will accumulate seniority prorated on the basis of one-half (1/2) year for each calendar year worked.

Article 6 - Salaries and Professional Classifications

Clause 6.01 Each nurse will be paid at one-half the annual salary rate at which level **she** is **presently** being paid.

Article 7 - Holidays

Clause 7.01 Each nurse will receive one-half the holiday entitlement of a regular full time nurse.

Article 8 - Vacations

Clause 8.02 Each nurse will receive one-half the vacation entitlement of a regular full time nurse.

Article 9 - Sick Leave

Clause 9.01 Each nurse will be entitled to one-half the **sick** leave benefits of a regular full time nurse.

Article 10 - Vehicle Allowance

Clause 10.01 **Add** to Clause 10.01:

The annual mileage for each position shared by two nurses will be estimated and the appropriate Vehicle Allowance category for the position **determined**. Each **nurse will receive** one-half of the vehicle allowance assigned to the position she is job (work) sharing.

ARTICLE 12 - Suspension or Discharge Cases

Clause 12.01 Each nurse will be treated individually **for** matters such as discipline. If one nurse is discharged or leaves the employ of the employer for any reason the nurse remaining may work full time for a maximum of thirty (30) days or until a **new** partner is recruited. After thirty (30) days the nurse must decide either to return to her former position or continue as a permanent full time nurse.



Article 17 - Benefit Plans

The benefit **package** for **each pair of** nurses **will** not exceed the cost of benefits for one regular full time nurse.

Benefit coverage will be subject to the terms and conditions of any governing master policy or statutory requirements.

ARTICLE 20 - DURATION OF AGREEMENT

20.01 This Agreement shall remain in force and effect for a term commencing on the first day of January, 1991 and terminating on the 31st day of December, 1993 and thereafter from year to year unless either party gives notice in writing to the other within ninety (90) days prior to the expiry date thereof of that party's **intention to terminate this Agreement or to re-negotiate revisions thereof.**

Dated at Whitby, Ontario this 30<sup>th</sup> day of January 1992.

Signed on behalf of The  
Regional Municipality of Durham

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Co. W. Zundig*

Signed on behalf of the  
Ontario Nurses Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*James Farrell*  
*Dea McGray*

THE REGIONAL MUNICIPALITY OF DURHAM  
ONTARIO NURSES' ASSOCIATION  
1990-1993 WAGE SCALES

**PUBLIC HEALTH NURSE**

	<u>Jan. 1/91</u>	<u>July 1/91</u>	<u>Jan. 1/92</u>	<u>July 1/92</u>	<u>Jan. 1/93</u>	<u>July 1/93</u>
Start	\$30,700	\$30,700	\$30,700	\$30,700	\$30,700	\$30,700
1	\$32,344	\$32,344	\$32,344	\$32,344	\$32,344	\$32,344
2	\$33,403	\$33,476	\$33,531	\$33,586	\$33,659	\$33,713
3	\$34,280	\$34,554	\$34,809	\$35,065	\$35,339	\$35,595
4	\$35,175	\$35,631	\$36,088	\$36,544	\$37,001	\$37,457
5	\$36,051	\$36,709	\$37,366	\$38,024	\$38,681	\$39,339
6	\$37,019	\$37,951	\$38,882	\$39,813	\$40,745	\$41,676
7	\$38,316	\$39,448	\$40,599	\$41,731	\$42,882	\$44,014
8	\$39,320	\$40,726	\$42,133	\$43,539	\$44,945	\$46,351
9	\$39,722	\$41,512	\$43,320	\$45,110	\$46,918	\$48,707

**SR. PUBLIC HEALTH NURSE**

<u>Jan. 1/91</u>	<u>July 1/91</u>	<u>Jan. 1/92</u>	<u>July 1/92</u>	<u>Jan. 1/93</u>	<u>July 1/93</u>
\$42,105	\$44,003	\$45,919	\$47,817	\$49,733	\$51,629

**REGISTERED NURSE**

	<u>Jan. 1/91</u>	<u>July 1/91</u>	<u>Jan. 1/92</u>	<u>July 1/92</u>	<u>Jan. 1/93</u>	<u>July 1/93</u>
Start	\$29,221	\$29,221	\$29,221	\$29,221	\$29,221	\$29,221
1	\$30,700	\$30,700	\$30,700	\$30,700	\$30,700	\$30,700
2	\$31,595	\$31,650	\$31,704	\$31,759	\$31,814	\$31,887
3	\$32,417	\$32,654	\$32,892	\$33,147	\$33,385	\$33,622
4	\$33,239	\$33,659	\$34,079	\$34,517	\$34,937	\$35,357
5	\$34,061	\$34,663	\$35,284	\$35,887	\$36,508	\$37,110
6	\$34,955	\$35,814	\$36,690	\$37,549	\$38,425	\$39,284
7	\$36,142	\$37,220	\$38,279	\$39,339	\$40,398	\$41,457
8	\$37,092	\$38,407	\$39,704	\$41,019	\$42,334	\$43,630
9	\$37,457	\$39,138	\$40,800	\$42,480	\$44,142	\$45,822

1. Yearly increments shall apply on the anniversary date of commencement of employment.
2. The above rates other than Senior Public Health Nurse will be increased by five hundred and sixty-five dollars (\$565) annually for nurses with a Bachelor of Science in Nursing degree.
3. The rates to be paid for regular part-time and temporary nurses shall be calculated on the basis of the above salaries as per paragraph 5.06.
4. Pre-natal teachers shall receive \$60 per class in 1991 and effective October 1, 1991, \$75 per class.
5. Nurses shall be placed within the classification that reflects their educational preparation.

LETTER OF UNDERSTANDING

**BETWEEN:**

THE REGIONAL MUNICIPALITY OF DURHAM

- and -

ONTARIO NURSES' ASSOCIATION

Re: Monthly Dues Deduction Listing

The parties agree to continue the current practice of issuing a monthly dues deduction listing which shows the name of the **nurse**, her payroll number and the amount deducted, until such time as the Social **Insurance** Number for each nurse is **added** to the list. **The** Department of Health Services will request that this requirement be part of the specification for the proposed **revision** to the Payroll system.

DATED AT WHITBY, ONTARIO this 23<sup>rd</sup> day of January, 1992.

THE REGIONAL MUNICIPALITY OF DURHAM

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

ONTARIO NURSES' ASSOCIATION

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MEMORANDUM OF AGREEMENT

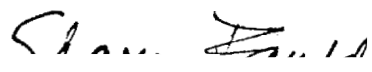
BETWEEN:

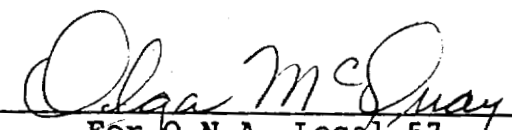
THE REGIONAL MUNICIPALITY OF DURHAM  
- and -  
THE ONTARIO NURSES' ASSOCIATION

The parties hereby agree that Sharon Elizabeth Dixon, R.N. who has been assigned the duties of Home Care Co-ordinator will be paid at the appropriate P.H.N. rate as long as she continues to be assigned to those duties.

Dated at Whitby, Ontario this 23<sup>rd</sup> day of January, 1992.

  
\_\_\_\_\_  
For The Regional Municipality  
of Durham

  
\_\_\_\_\_  
For The Ontario  
Nurses, Association

  
\_\_\_\_\_  
For O.N.A. Local 57

MEMORANDUM OF AGREEMENT

**BETWEEN:**

THE REGIONAL MUNICIPALITY OF DURHAM

- and -

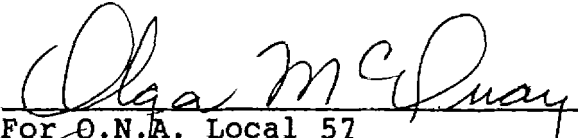
THE ONTARIO NURSES' ASSOCIATION

The parties hereby agree that during the life of the Collective Agreement a joint Committee will be formed with the mandate to investigate the issue of safety for nurses doing evening work. The Committee shall make an official report to the Occupational Health and Safety Committee. The existence of this study process shall not inhibit the introduction of any changes nor shall it commit either party to any findings, conclusions or recommendations.

Dated at Whitby, Ontario this 23<sup>rd</sup> day of January, 1992.

  
\_\_\_\_\_  
For The Regional Municipality  
of Durham

  
\_\_\_\_\_  
For The Ontario Nurses'  
Association

  
\_\_\_\_\_  
For O.N.A. Local 57  
For O.N.A. Local 57

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM


AND

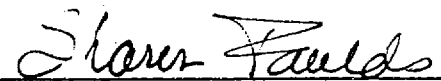
THE ONTARIO NURSES' ASSOCIATION

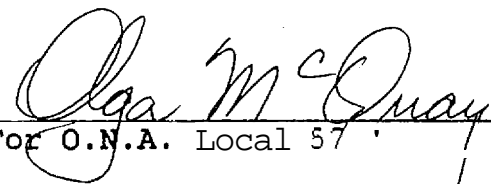
The parties agree that;

- ( i ) paragraph 4.02 (a) will be amended to permit 10.5 hours per day before overtime must be taken.
  
- ( ii ) paragraph 4.02 (a) will be amended to permit a nurse to use her "flex" time within a period of ten (10) working days before until ten (10) working days after the day she works the extra time.
  
- (iii) that either, or both, of these adjustments may be cancelled upon four (4) weeks notice by either party after which time the wording of 4.02 (a) in the Collective Agreement will apply.

Dated at Whitby, Ontario this 23<sup>rd</sup> day of January, 1992.

  
\_\_\_\_\_  
For The Regional Municipality  
of Durham

  
\_\_\_\_\_  
For The Ontario Nurses'  
Association

  
\_\_\_\_\_  
For O.N.A. Local 57