

COLLECTIVE AGREEMENT

Between:

THE REGIONAL MUNICIPALITY OF DURHAM

And:

ONTARIO NURSES' ASSOCIATION

Expiry Date: March 31, 2004

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THIS AGREEMENT dated the 24th day of October, 2001.

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 Health Department save and except the Managers of Public Health Nursing and Nutrition and persons above the rank of Manager of Public Health Nursing and Nutrition.
- 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 Health Department.
- (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, 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 Director, Public Health Nursing and Nutrition. 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. Where a new employee is hired and the employee agrees, the Employer shall advise the Association of the new employee's social insurance number as soon as possible. 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 HTS

- 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 Health Department 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 Health Department 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 Health Department. 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 20 - Duration of Agreement
Appendix "A"

- 4.02 (a) Overtime is defined as ~~pre-~~authorized work in excess of 10.5 hrs. per day. Overtime will be compensated at the rate of one and one half hours off for each hour worked ~~or~~ paid at one and one half times his/her straight time hourly rate for each hour worked at the discretion of the nurse but any time ~~off~~ must be scheduled by mutual agreement.
- (b) Work performed before 8 a.m. or after 10 p.m. shall be compensated as set out in 4.02 (a). This premium shall not apply to regularly scheduled hours which fall outside of these limits. The employer may establish normal hours of work outside of these limits only after consultation with the Association.
- (c) All time worked on a paid holiday, or during a nurse's vacation shall be compensated at the rate of one and one half times the nurse's regular rate of pay, or one and one half hours off for each hour worked. Any time off must be scheduled by mutual agreement.
- (d) Any nurse called to work on a Saturday or Sunday shall be compensated at the rate of one and one half times the nurse's regular rate of pay or one and one half hours off for each hour worked. This clause shall not apply to planned Saturday/ Sunday work or where a nurse flexes his/her hours.
- 4.03 (a) Where it is reasonably possible and meets the operational requirements of the Division, nurses shall have the opportunity to utilize flex time.
- (b) Flex time is defined as the time a nurse is able to adjust his/her daily hours of work to meet the operational requirements of the Division and his/her personal requirements. No nurse shall be permitted to retain in excess of 35 hours of flex time in his/her bank. A nurse is permitted to use flex time within a period of 10 working days before he/she works the extra time.

ARTICLE 5 – SENIORITY AND JOB POSTING

- 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 Employer 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 ($\frac{1}{2}$) year for each calendar year worked.

5.03

A newly employed nurse shall be considered a probationary nurse until she has completed six (6) months of service, 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 Director, Public Health Nursing and Nutrition at the end of three (3) months' employment and within ten (10) days prior to the expiration of the probationary period. The probationary nurse will meet with the Director, Public Health Nursing and Nutrition 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, Public Health Nursing and Nutrition 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 benefits under the Workplace Safety and Insurance Act 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.
- approved leave of absence without pay to a period of twelve (12) months to attend University or Community College for further education

- (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 benefits under the Workplace Safety and Insurance Act;
- 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 Regulated Health Professions Act, 1991 as amended from time to time, 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.

ARTICLE 6 - SALARIES AND PROFESSIONAL ~~ATION~~

- 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 and Community 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 Community Health Nurse to Public Health Nurse shall not receive a reduction in salary as a result.
- 6.05 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 Director, Public Health Nursing and Nutrition.

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 1 st)	Boxing Day
Civic Holiday	

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 Director, Public Health Nursing and Nutrition be taken on a day designated by the Director, Public Health Nursing and Nutrition.

7.03 The premium pay for working the holiday shall be the actual calendar day of the holiday and not the day observed by the Region.

ARTICLE 8 – VACATIONS

- 8.01 (a) All regular full-time nurses will receive vacation with pay according to the following schedule:
- i) Less than one (1) year of service or employed on a ten (10) month basis see paragraph 8.03.
 - ii) At least one (1) year of service but less than eighteen (18) years of service four (4) weeks.
 - iii) At least eighteen (18) years of service but less than twenty-six (26) years of service five (5) weeks.
 - iv) At least twenty-six (26) years of service six (6) weeks.

(b) Effective January 1st, 2002

All regular full-time nurses will receive vacation with pay according to the following schedule:

- i) Less than one (1) year of service or employed on a ten (10) month basis see paragraph 8.03.
- ii) At least one (1) year of service but less than sixteen (16) years of service four (4) weeks.
- iii) At least sixteen (16) years of service but less than twenty-five (25) years of service five (5) weeks.
- iv) At least twenty-five (25) 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. (Effective January 1, 2002, 16th and 25th anniversary of service.)

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 - ½ 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 Director, Public Health Nursing and Nutrition and the contingencies of the Health Department's 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 (½) 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 Workplace Safety & Insurance benefits prior to going on vacation, she shall be credited with vacation to be scheduled as such at another time.
- 8.11 When a nurse, who would otherwise be using sick leave or vacation suffers a death in the family which entitles him/her to paid time-off under clause 16.01, the compassionate leave will be allowed to replace either the on-going sick leave or vacation. The nurse will make every effort to advise his/her manager of the situation during the leave. The re-scheduling of any vacation will be at a time mutually agreed upon between the nurse and his/her manager.

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 (1½) 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 (½) day.

Effective January 1, 2002, the earned sick leave entitlement to 1.25; 0.75; and 0.25 days per month respectively.

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 Workplace Safety & Insurance benefits 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 Workplace Safety & Insurance 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 ½ 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 - ½ day's credit and thereafter on the calendar month.

Effective January 1, 2002 earned sick leave credits shall be reduced to 1.25; 0.75 and 0.25 days per month respectively.

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.

9.07 Where a nurse is absent due to illness, the nurse may be required to specify the nature of the illness to verify payment under the sick leave plan.

ARTICLE 10 - VEHICLE ALLOWANCE

10.01 (a) Those nurses who are required to use their automobile to perform their duties for the Health Department 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.

(b) The nurse will be assigned a vehicle allowance as follows based on the expected yearly kilometers to be driven:

i) Kilometer ranges are for the expected annual travel and advances are issued for the minimum kilometers in the category range.

ii) Payments are calculated at \$0.41/km for the first 5000 kilometers and \$0.35/km for each kilometer traveled beyond 5000 kilometers.

Category	Kilometer Range	Annual Advance	Monthly Advance
		\$	\$
1	1000 – 2000	408.00	34.00
2	2001 – 3000	816.00	68.00
3	3001 – 5000	1,224.00	102.00
4	5001 – 8000	2,040.00	170.00
5	8001 – 12,000	3,096.00	258.00
6	12,001 – 16,000	4,500.00	375.00
7	16,001 – 20,000	5,892.00	491.00
8	20,001 – Over	7,296.00	608.00

- (iii) A year end conciliation is required for every employee receiving an advance. The adjustment for additional kilometers traveled or recovery of an overpayment must be completed by the end of January of the following calendar year. If an employee terminates employment, or is removed from the vehicle advance system, the reconciliation is due at that time.
- (iv) If no travel records are received, the total amount of the advance will be recovered.
- (v) Advances shall be paid on the second pay period of the month.
- (vi) The reimbursement is for the use of personal vehicles only. Reimbursement for parking charges and other travel expenses shall be submitted on a separate expense claim.

- 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 at the rate of \$0.41/km for the first 5000 km and \$0.35/km for every kilometre travelled beyond 5000 km.
- 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 boundary 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.
- 10.05 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 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 Director, Public Health Nursing and Nutrition 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 may be 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.

RTI 4 - MANAGEMENT AND ASSOCIATION

- 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 working 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 working days in the event of death of mother, father, brother, sister, mother-in-law, father-in-law and grandparent, sister-in-law, brother-in-law or grandchild.
- (c) Where the nurse is required to travel with respect to the death referred to in sub-paragraph (a) or (b) more than 500 km from the nurse's residence, the nurse shall be granted in addition to the leave of absence referred to in the above sub-paragraphs, reasonable leave of absence for travelling time, not to exceed two **(2)** 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. 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.

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. An employee who is an adoptive parent may extend the parental leave to a maximum of twelve (12) months. 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.

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 Director, Public Health Nursing and Nutrition.

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 Health Department's programs.

(b) Leave of absence without pay to attend to Association business will be granted at the discretion of the Director, Public Health Nursing and Nutrition. 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.

16.07 Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Director, Public Health Nursing and Nutrition, 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 Director, Public Health Nursing and Nutrition 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.

16.09 Effective January 1, 2002 nurses shall be permitted three discretionary days off per year to deal with family matters.

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.

Where permitted by **OMERS**, an individual in receipt of an **OMERS** pension may:

- (1) Elect to have their pension suspended and **re-enrol** in **OMERS** while an employee of the Region or;
- (2) Continue to receive an **OMERS** pension and not enrol in **OMERS** while an employee of the Region

17.02 Ontario Health Insurance Plan

17.03 Extended Coverage

All eligible nurses will be enrolled 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 dependants during the calendar year. Extended Coverage provides:

- (a) Semi Private Hospital Coverage (not subject to the deductible).
- (b) Drug Plan.
- (c) Vision Care - Effective September 1, 2001, prescription glasses \$225 maximum over each 2 year period.
- (d) Other Eligible Expenses - ambulance, nurses, etc.
- (e) Effective September 1, 2001, Physiotherapy and Psychology to maximum of \$2000 per calendar year

17.04 Group Insurance

- (a) Life insurance - twice basic annual salary to a maximum insured amount of \$90,000.

- (b) Paid up Life Insurance Policy for retired employees at age 65 of \$2,000.
- (c) Accidental Death and Dismemberment insurance equal to employee's Life Insurance.
- (d) Long Term Disability Insurance— Effective September 1, 2001 payable at 66-2/3% of basic earnings to a maximum of \$3,000. 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 are based on the current year less one O.D.A. fee schedule.

Effective September 1, 2001, nine (9) month basic recall.

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 Employment Insurance Canada premium reduction will be ceded to the Employer to provide partial funding for increased benefit costs.

17.11 Extended Health Benefits (Article 17.03) and Dental Benefits (Article 17.05) are provided to age 65 for those employees who retire on an OMERS pension with a minimum of fifteen (15) years Regional service.

ARTICLE 18 – MISCELLANEOUS

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 the recommended tests for tuberculosis control.

18.02 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.**

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 4 – Definitions and Hours of Work

The provisions of Article 4.03 (b) shall not apply. A nurse may adjust his /her daily hours of work to meet the operational requirements of the Division and his /her personal requirements. Flex time may be taken 14 calendar days before or after it is earned. The average hours to be worked are equal to one-half that of a regular full-time nurse.

Article 5 - Seniority & Job Postings

Clause 5.02 Each nurse involved will accumulate seniority prorated on the basis ~~of~~ one-half (½) 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 April, 2001 and terminating on the 31st day of March, 2004 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 29 day of October, 2001.


Signed on behalf of
Regional Municipality of Durham


P. Madill, Regional Clerk


R. Anderson, Regional Chair

Signed on behalf of the
Ontario Nurses' Association


National Representative
Labour Relations Officer


President of Local 51

APPENDIX 'A'
SALARY SCHEDULE

PUBLIC HEALTH NURSE

	Effective <u>April 1st, 2001</u>	Effective <u>April 1, 2002</u>	Effective <u>April 1st, 2003</u>
Start	\$48,777	\$50,240	\$51,747
Step 1	\$51,112	\$52,645	\$54,224
Step 2	\$53,530	\$55,136	\$56,790
Step 3	\$55,866	\$57,542	\$59,268
Step 4	\$58,100	\$59,843	\$61,638
<u>SENIOR PUBLIC HEALTH NURSE</u>	\$60,677	\$62,497	\$64,372

COMMUNITY HEALTH NURSE

Start	\$45,757	\$47,130	\$48,544
Step 1	\$47,927	\$49,365	\$50,846
Step 2	\$50,161	\$51,666	\$53,216
Step 3	\$52,353	\$53,924	\$55,542
Step 4	\$54,403	\$56,035	\$57,716

1. Yearly increments shall apply on the anniversary of the salary review date or in the case of nurses hired after March 31, 1996 on the anniversary date of commencement of employment.
2. Effective April 1, 2001 the education premium of \$565 shall be incorporated into the wage rate for Public Health Nurses.
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:
 - 1) Effective April 1, 2001 - \$84.41 per class
 - 2) Effective April 1, 2002 - \$86.94 per class
 - 3) Effective April 2, 2003 - \$89.55 per class
5. Nurses shall be placed within the classification that reflects their educational preparation.
6. The above rates include all pay equity adjustments.
7. Effective September 1, 2001 nurses hired to work on a casual basis such as to work at Hepatitis B or Influenza clinics throughout the year will be paid at the rate of \$25.00 per hour.

MEMORANDUM OF AGREEMENT

Between:

THE REGIONAL MUNICIPALITY OF DURHAM

And

THE ONTARIO NURSES' ASSOCIATION

A salary review shall be completed, implemented and effective January 2003 but does not form part of the collective agreement.

A salary survey will be conducted using the following municipal comparitors: Regions of York, Peel, Halton, Waterloo and the City of Hamilton and a pay line will be established at the 75th percentile.

It is understood that any new rates of pay established as per the above study will replace the current rates in the collective agreement and become the base to which any subsequent general increases are added.

It is further agreed that the implementation of the salary results will be capped at of 8% of the salary costs of the ONA Local 51 payroll or \$475,000.

Following the study, ONA, by written letter, may request the Region not to proceed with the implementation of the study.

Dated at Whitby, Ontario this 29 day of October, 2001.

Signed on behalf of
Regional Municipality of Durham

[Signature]
[Signature]
[Signature] RN
[Signature]
[Signature]

Signed on behalf of the
Ontario Nurses' Association

[Signature]
[Signature]
[Signature]
[Signature]

MEMORANDUM OF AGREEMENT

Between

THE REGIONAL MUNICIPALITY OF DURHAM

And

THE ONTARIO NURSES' ASSOCIATION

Re: Standby and Dental Benefits:

The parties agree that,

1. Effective January 1, 2002 - Standby:

- (a) **A** nurse designated to standby duty will receive the standby rate of pay as approved by Regional Council.
- (b) A minimum of three hours of pay at the applicable overtime rate will be paid to a nurse who **is** on standby and who **is** called back to work after the completion of his/her regular shift, but if this period extends into the nurse's regular shift, the regular rate of pay will not be paid for the same hours but **will** commence only after the expiry of the **call** back minimum.
- (c) **A** nurse who **is** on standby and performs Regional business while on standby but **is** not called back to work after having **left** the premises will receive two times his/her normal hourly rate for all work performed. The nurse **is** required to formally **log** all work performed including telephone calls.
- (d) Prior to implementation, management will provide policies and procedures, orientation and ~~inservices~~ required. Formatting for scheduling will be developed in consultation with the Nursing Committee.

2. Effective September 1, 2001 - Dental Benefits:

- Increase annual maximum to \$1500
- Ortho (child) 50/50 – lifetime maximum of \$1500
- Major restorative 50/50 \$100 deductible

Dated at Whitby, Ontario this 14 day of October, 2001.

Signed on behalf of
Regional Municipality of Durham

Mae Simon

W. J. P.

Raymond R.N.

John

John M. J.

Signed on behalf of the
Ontario Nurses' Association

Entolced

Lesley

Mary Sue O'Connor

Olga McQuay

MEMORANDUM OF AGREEMENT

Between:

THE REGIONAL MUNICIPALITY OF DURHAM

And:

THE ONTARIO NURSES' ASSOCIATION

Re: Durham Health Connection Line – Hours of Work

The nurses working on the Durham Health Connection Line will be working up to a 10 hour shift. This requires certain modifications to be made to the nurse's entitlement to various working conditions under the collective agreement. In order to facilitate this longer shift, the parties agree as follows:

1. This agreement is without prejudice and shall not set a precedent for either party in any future case.
2. Sick Leave: A nurse who is ill and unable to work and must access her sick leave bank will be deducted sick leave for each day of illness based on the following schedule: shifts up to and including 8 hours in duration – one day; shifts over 8 hours and up to and including 10 hours duration – 1.25 days.
3. Statutory Holidays: A nurse who is not required to work on one of the statutory holidays outlined in the collective agreement will not have her salary reduced by reason of the occurrence of the holiday. In this regard, if a nurse was scheduled to work 10 hours, she will be paid for 10 hours for the statutory holiday or if a nurse was scheduled to work 7 hours, she will be paid for 7 hours.
4. Vacation: A nurse will be entitled to deduct from her vacation entitlement based on converted hourly basis. For example, a nurse entitled to 4 weeks of vacation will be credited with a 'vacation bank of 140 hours. If a nurse takes a 10 hour shift off for vacation, 10 hours would be deducted from the bank; or, if a nurse takes a 7 hour shift off for vacation, 7 hours would be deducted from the bank.
5. Compassionate Leave and Jury Duty: A nurse who is unable to work and is entitled to a leave of absence under clause 16.01 or 16.08 will be paid for the hours she would have worked if not for the said leave. In this regard, if a nurse was scheduled to work 10 hours, she will be paid for 10 hours; or, if a nurse was scheduled to work 7 hours, she will be paid for 7 hours.
6. It is understood that the shift hours referred to in this agreement are exclusive of a one hour unpaid meal break but include two 15 minute paid rest breaks.

Dated at Whitby, Ontario this 29 day of October, 2001.

Signed on behalf of
Regional Municipality of Durham

Macdonald

W. A.

E. J. B. R. A.

J. M. R. F.

J. M. R. F.

Signed on behalf of the
Ontario Nurses' Association

Emerson

Lesley Borchuk

Mary Sue Connor

Olga M. J. J.

LETTER OF

Between:

THE REGIONAL MUNICIPALITY OF DURHAM

And

THE ONTARIO NURSES' ASSOCIATION

Re: Job SharingEach nurse will receive one-half ($\frac{1}{2}$) the discretionary entitlement of a regular full-time nurse.Dated at Whitby, Ontario this 28 day of October, 2001.Signed on behalf of
Regional Municipality of DurhamSigned on behalf of the
Ontario Nurses' Association

M. A. D. M. M.
M. J. A.
F. J. B. R. N.
J. J. J.
J. M. J.

B. J. J.
Lesley Borichuk
Mary Sue O'Connor
Olga McQuay