

COLLECTIVE AGREEMENT

Between:

THE REGIONAL MUNICIPALITY OF DURHAM

And:

**ONTARIO NURSES' ASSOCIATION
HEALTH DEPARTMENT**

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THIS AGREEMENT dated the 11th day of August, 2005.

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) Under the **Occupation Health and Safety Act**, there is to be an Occupational Health and Safety Committee, to examine all health and safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment,

One representative from the Association shall be nominated to sit on the Health and Safety Committee. The Association representative shall become a certified Occupational Health and Safety Representative through the Workers Health and Safety Centre.

- (e) The parties agree to refer to the Joint Health and Safety Committee the matter of which nurses, if any, should be tested **for TB**.

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 **Association/Management Committee**

- (a) An **Association/Management Committee** shall be instituted for the purposes as set out in paragraph (b). The Committee shall consist of **four** nurses from the Association, including the President of the bargaining unit, and an equal number of representatives from the Employer, including the Director, Public Health Nursing and Nutrition. This Committee shall be co-chaired by the Bargaining Unit President and the Director, Public Health Nursing and Nutrition, or their designates.
- (b) The role of Chair shall be rotated between the Co-chairs and the role of the recorder of each meeting will be rotated between the Association and management. Written minutes **will** be maintained.

- (c) The purpose of the Committee includes:
- (i) promoting and providing effective and meaningful communication and exchange of ideas between management and the Association;
 - (ii) discussing labour relations matters of concern, except for matters that are subject of a specific, unresolved grievance or changes to the collective agreement while the parties are in negotiations;
 - (iii) making recommendations on matters of concern related to the quality and quantity of public health nursing, it being understood that issues regarding workload must first be raised with the applicable Program Manager and only brought to this Committee if not resolved by the affected program and respective Program Manager; and
 - (iv) discussing other issues which may be considered by mutual consent of the Committee.
- (d) The Committee shall meet a minimum of three (3) times per year in February, June and October, or at other mutually satisfactory times. All agenda items shall be exchanged ten (10) calendar days prior to the meeting date.
- (e) The party requesting an additional meeting shall make the request in writing. Every effort shall be made to meet within 30 days of receipt of the request, and all agenda items shall be exchanged ten calendar days prior to the meeting date.
- (f) A representative of the Ontario Nurses' Association may attend a meeting and shall endeavor to give the Director, Public Health Nursing and Nutrition five (5) calendar days advance notice.
- (g) The Employer shall have the right to have a representative or advisor attend a meeting and shall endeavor to give the Association five (5) calendar days advance notice.
- (h) The Employer further agrees the committee representatives shall suffer no reduction in regular earnings as a result of these meetings with management.

The establishment of this Committee is no way intended to inhibit or replace regular management meetings with programs and/or Individual staff.

- 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 Director, Public Health Nursing and Nutrition 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 (a) 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 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.
- (b) **The Employer will include the amount of annual union dues paid on the income tax (T4) form for each union member.**
- 2.08 (a) **The Employer will notify the bargaining unit in writing, monthly, of the names and classifications of all newly hired nurses during the previous month, as well as any change relating to a change in classification, change of status (full-time, part-time, job sharing), leaves of absence without pay, maternity or parental leaves of absences, WSIB, LTD, retirements, resignations and terminations.**
- (b) **The Employer agrees that a representative of the Association shall be allowed up to one (1) hour per month during regular working hours to meet with newly hired nurses. At such meetings, membership forms may be provided.**
- 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 - I A I E I 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 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 **Association/Management 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.
- 4.01 (c) **A temporary full-time or part-time nurse is a nurse who is hired for a specified period of time for the purpose of replacing employee vacancies such as, but not limited to: pregnancy/parental/adoption leave, WSIB, LTD, educational leave, in order to meet the operational needs of the Division.** Such nurses shall not be entitled to any provisions of the Collective Agreement except as noted below:

Article 1 - Purpose and Recognition

Article 2 - Clauses 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 - Clause 6.01 only

Article 7 - Holidays

Article 8 - Clause 8.01 (b) only

Article 10 - paragraph 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 - Clauses 16.07 only, 16.11(a), and 16.11(b) only

Article 18 - Miscellaneous

Article 20 - Duration of Agreement

Appendix "A"

- (d) Casual Nurse - is a nurse hired to work on a casual basis to assist with operational peaks and demands through the year and will be paid at the start rate of the appropriate grid. Such nurses shall not be entitled to any provisions of the collective agreement except as noted below:

Article 1 - Purpose and Recognition

Article 2 - Clauses **2.04, 2.05, 2.06, 2.07, 2.09** and **2.10** only

Article 3 - Management Rights

Article 4 - Definition **4.01 (d)** only

Article 6 - Clause **6.01** only

Article 8 - Clause **8.01 (b)** only

Article **10** - Clause **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 **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.

4.04 Standby

- (a) A nurse designated to standby duty will receive **twenty-two** dollars (**\$22**) effective the date of ratification of the Collective Agreement; and effective January 1, 2007, **twenty-five** dollars (**\$25**) per day.
- (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.

ARTICLE 5 – SENIORITY AND JOB POSTINGS

- 5.01 (a) In cases where performance, ability, professional skill, **and** qualifications, are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotion or transfer.
- (b) 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.
- (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 by September **30th** of each year.
- 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 or designate at the end of three (3) months' 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 or designate 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 **Pregnancy and/or Parental Leave** without pay.
 - approved leave of absence without pay to a period of **twenty-four (24)** months to attend University 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 twenty-four (24) months from the date of lay-off, or after having been laid off for less than twenty-four (24) months 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 Layoff and Recall

- (a) In the case of a layoff the Employer shall lay off nurses by classification on the basis of seniority, on a Bargaining Unit wide basis, provided that probationary nurses shall be laid off first and the most junior nurses shall be laid off thereafter.
- (b) No temporary nurses will continue to be employed while any permanent nurses are on layoff.
- (c) Casual part-time nurses will not be utilized while full-time and/or part-time nurses are on layoff.
- (d) Nurses shall be recalled to positions in the bargaining unit on the basis of seniority.
- (e) All nurses who are on layoff will be given job opportunities in the bargaining unit before any new nurse is hired in the bargaining unit.
- (f) In the event of a proposed layoff at the Health Department of a permanent or long term nature, the Employer will:
 - 1) provide the Association with no less than thirty (30) calendar days notice of such layoff .and
 - 2) meet with the Association to review the following:

- i) the reasons causing the layoff;
 - ii) the service which the Health Department will undertake after the layoff; and
 - iii) the method of implementation including the areas of cutback and the nurses to be laid off.
- (g) Any recall rights contained in Article 5 shall expire twenty-four (24) months from the date of layoff.

ICL 6 - SALARIES AND PR

- 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 **as designated by the Region** 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 **will be scheduled at a time which is agreeable between the nurse and the Director, Public Health Nursing and Nutrition or designate, and shall be taken within ninety (90) days of the designated holiday. Any request will not be unreasonably denied. Should agreement not be reached and the time not taken by the nurse within ninety (90) days of the designated holiday, the above time will be paid to the nurse.**

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 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.

(b) Vacation Pay Eligibility

Temporary full-time, temporary part-time and casual nurses shall be eligible for vacation pay at a rate of eight (**8%**) of all paid hours, paid bi-weekly.

- 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 **sixteenth (16th)** and **twenty-fifth (25th)** anniversary of service falls.
- 8.03 Each full-time nurse who has **less** than one year's seniority as at May 31st 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 **or designate** 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 **or designate**.
- 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 **bereavement** 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.
- 8.12 **I**f a nurse is absent due to illness/injury (i.e. **WSIB** or otherwise) prior to a scheduled vacation and wishes to cancel her scheduled vacation as a result of such illness/injury, her vacation may be re-scheduled at a time mutually convenient to the parties within the current vacation year provided that the nurse provides adequate medical substantiation from her doctor.

ARTICLE 9 - SICK LEAVE

- 9.01 Sick leave credits shall accrue on the basis of 1.25 days per month, with no pro ration for less than one (1) month.**

Sick leave credits shall commence and accumulate from the date on which a nurse was first employed by the Employer.

Statutory holidays and vacation time shall be credited as working days **for** the purposes of this Article.

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 of equal to 50% of the value of her accumulated sick leave credit up to a maximum of six month's salary.

- 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 When a nurse has been on sick leave, the **Director of Public Health Nursing and Nutrition or designate**, may require the nurse to obtain a doctor's certificate upon her return to work **to substantiate her absence and/or verify payment under the sick leave plan.**
- 9.05 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 (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 **\$0.42/km** for the first 5000 kilometers and **\$0.36/km** for each kilometer traveled beyond 5000 kilometers. The rates will be increased if the reasonable rates as determined by the Canada Customs and Revenue Agency are increased.

Category	Kilometer Range	Annual Advance	Monthly Advance
		\$	\$
1	1000 – 2000	420.00	35.00
2	2001 – 3000	840.00	70.00
3	3001 – 5000	1260.00	105.00
4	5001 – 8000	2100.00	175.00
5	8001 – 12,000	3180.00	265.00
6	12,001 – 16,000	4620.00	385.00
7	16,001 – 20,000	6060.00	505.00
8	20,001 – Over	7500.00	625.00

- (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 **\$0.42/km** for the first 5000 km and **\$0.36/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.
- 10.06 Subject to advising the Union, the employer may increase the rates of reimbursement.**

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 designate** 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 **or designate**. 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. Alternatively, the parties may agree to have a sole arbitrator appointed.

The parties agree that the arbitrator ~~or~~ the Chair of the Arbitration Board, as the case may be, **will** be chosen from a mutually approved list of arbitrators, which forms Appendix B of the Collective Agreement.

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.

TICL 1 - M/ AND ASSOCIATION /A

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 Bereavement 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 subparagraph (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 subparagraphs, reasonable leave of absence for travelling time, not to exceed two (2) working days.

16.02 Pregnancy Leave:

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time, she shall furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date

originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (d) Credits for service and seniority shall accumulate while an employee is on pregnancy leave except for the calculation of the probationary period.
- (e) Effective July 1, 2005 and upon confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Insurance Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplement unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-eight percent (78%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payments shall commence following completion of the two (2) week Employment Insurance waiting period. Receipt by the Employer of the employee's Employment Insurance cheque stubs shall constitute proof that she is in receipt of the Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. This rate is payable for all new claims arising after July 1, 2005.

16.03 re 1/1 d Leave:

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) The employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) ~~For~~ the purposes of this Article, parent shall be defined to include a person ~~with~~ whom a child is placed for adoption and a person who ~~is~~ in relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who ~~is~~ an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum of twelve (12) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Credits for service and seniority shall accumulate while an employee is on parental/adoption leave except for the calculation of the probationary period.

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 of up to a collective total of five (5) working days per year. This maximum shall not apply to O.N.A. meetings which are covered in clause 16.06 (b).

- (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 Nurses shall be permitted the equivalent of three discretionary days off per year (i.e. twenty-one [21] hours) to deal with family matters. Such time may be taken in hourly increments.

A nurse will be granted discretionary days on the following pro-rata basis for the calendar year in which she is hired:

- Nurses hired between January 1 and April 30 will be permitted the equivalent of three (3) discretionary days (i.e. 21 hours) to deal with family matters in the calendar year in which she is hired.
- Nurses hired between May 1 and August 31 will be permitted the equivalent of two (2) discretionary days (i.e. 14 hours) to deal with family matters in the calendar year in which she is hired.
- Nurses hired between September 1 and December 31 will be permitted the equivalent of one (1) discretionary day (i.e. 7 hours) to deal with family matters in the calendar year in which she is hired.

16.10 Professional Leaves

a) ONA Office of President

A nurse who is elected to the Office of President of the Ontario Nurses' Association, shall be granted, upon request, leave(s) of absence without loss of seniority and service up to two (2) years. The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to re-imburse the Employer in the amount of the full cost of such salary and applicable benefits.

b) Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the Office of President, shall be granted leave of absence without pay such leaves of absence as he/she may need to fulfill the duties of the position. There shall be no loss of seniority or credits for the purposes of salary advancement or vacation entitlements or other benefits during such leave of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in Article 16.06 (b).

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

Such leaves will be subject to approval of the Director, Public Health Nursing and Nutrition or Designate. Such leaves will not be unreasonably denied.

c) **ONA Provincial Committee**

A nurse who is elected to a provincial committee of the Ontario Nurses' Association, may, subject to the efficient operations of the Employer, be granted a leave of absence to fulfil the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. Such leave shall not be unreasonably denied. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this agreement.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

d) Professional leave with pay, will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

Such leaves will be subject to approval of the Director, Public Health Nursing and Nutrition or Designate. Such leaves will not be unreasonably denied.

16.11 **C** Care Leave

- (a) Compassionate care leave, without pay, will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period in accordance with the ***Employment Standards Act***.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service and the Region of Durham will continue to pay its share of the premiums of the subsidized employee benefits, including pension (according to **OMERS** regulations), in which the employee is participating during the leave.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, in the same program, and at the same rate of pay.

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; **effective July 1, 2005, \$250 maximum. This money may also be used to cover the cost of laser surgery. Effective July 1, 2005, one routine eye exam up to a maximum cost of \$80 during any two calendar year period.**
- (d) Other **Eligible** Expenses - ambulance, nurses, etc.
- (e) Physiotherapy and Psychology to maximum of \$2000 per calendar year.

Effective July 1, 2005:

Massage therapy \$20 per visit to a maximum of 20 visits per year.

Speech Therapy - Coverage for treatment of speech impairments by a qualified speech therapist to a maximum of \$5,000 per calendar year.

17.04 Group Insurance

- (a) Life Insurance- twice basic annual salary to a maximum insured amount of \$90,000; **effective July 1, 2005, \$200,000.**
- (b) Paid up Life Insurance Policy for retired employees at age 65 of \$2,000; **effective July 1, 2005, \$2,500.**
- (c) Accidental Death and Dismemberment insurance equal to employee's Life insurance.
- (d) Long Term Disability Insurance – Payable at 66-2/3% of basic earnings (**fully integrated with government benefits**) to a maximum of \$3,000 per month; **effective July 1, 2005, maximum of \$3,500 per month; effective July 1, 2006, maximum of \$4,000 per month.** Benefits to commence on 181st day of disability. **Coverage to commence from the sixth (6th) month of service.**

17.05 Dental Plan

- **Benefits are based on the current year O.D.A. fee schedule.**
- **Coverage to commence from the sixth (6th) month of service for all new employees hired on or after the date of ratification by both parties**
- Basic Plan - no co-insurance
- **Scaling and/or root planing to an annual maximum of eight (8) time units per year**
- Endodontal - co-insurance with plan paying 75% and employee 25%
- Increase annual maximum to **\$1850**
- Ortho (child) 50/50 – lifetime maximum of **\$1850**
- Major restorative 50/50, **no** deductible
- 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 nurse reaches sixty-five (65) years of age.

17.09 Parttime 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 (OHIP) does not cover such examination and required tests, the expense of such examinations, tests, etc. will be borne by the Employer.

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 nurses who work in a job sharing position are considered to be working as one position and 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 management reviews instead of one
 - counselling and dealing with two employees instead of one

Nurses who work in a job sharing position will jointly work **35** hours each week ensuring that the entire week is covered. Both job sharers will only work at the same time with the approval of their Program Manager, PHNN, except as provided for in Clause 7.01 below. Job sharers will not be required to work during their partner's paid absence (i.e. vacation, sick time, flex time).

A nurse working in a job sharing position is responsible to cover for his/her partner's program activities. Job sharing partners are responsible for developing a communication strategy to keep each other informed and up-to-date regarding program activities and **responsibilities**.

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 – Definition and Hours of Work

The provision of Article 4.03 (b) shall not apply. All job sharing partners are expected to develop a schedule ensuring that they are jointly sharing each work week. The master schedule, and any subsequent changes to it, must be approved by their Program Manager, PHNN. Their Program Manager, PHNN will be made aware of any incidental variations to their schedule. The hours to be worked are equal to one-half that of a regular full-time nurse.

A nurse may adjust his/her daily hours of work to meet operational requirements of the Division and his/her personal requirements. No job-sharer shall be permitted to retain in excess of 17.5 hours of flex time in his/her bank. Flex time may be taken 14 calendar days before or 28 calendar days after it is earned.

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 job sharing nurse will receive one half the pay entitlement of a regular full-time nurse for the statutory holiday designated by the Region. It is recognized that this may cause a variation in pay during the pay period in which the statutory holiday designated by the Region occurs.

Nurses may voluntarily maintain their regular pay by working additional or fewer hours, as the case may be, during the two (2) week pay period prior to the designated holiday, the pay period during which the designated holiday falls or during the two (2) week pay period following the designated holiday. A job sharing nurse who voluntarily chooses to make up or take off time, as the case may be, will have the flexibility to choose the most appropriate time to do so and is not required to balance this variance with her job sharing partner.

In the situation when a job share nurse either chooses to take time off or make time up related to a statutory holiday in order to keep her pay whole, the nurse will inform her Manager of when the time variance will take place. It is understood that while making up this time during the above-referenced pay periods a nurse may work at the same time as their job sharing partner.

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 ninety (90) days or until a new partner is recruited. After ninety (90) days, the nurse must decide either to return to her former position or continue as a permanent full-time nurse.

Article 16 - Leave of Absence

Clause 16.09 Each Job Share nurse will receive one-half (1/2) the discretionary entitlement of a regular full-time nurse.

Article 17 - Benefit Plans

The benefit package for each job sharing pair will not exceed the cost of benefits for one regular full-time nurse. A job sharing nurse may elect to purchase the benefits for which she is not already covered as part of the job share arrangement. The cost of the individual's additional benefit coverage will be paid by the nurse(s), who shall pay 100 percent of the premium cost of the benefit coverage purchased. Payment will be made by payroll deduction. The nurse will provide a minimum of fourteen (14) days written notice of her intent to purchase the optional benefits. Such optional coverage will commence on the first day of the month following the written notice. A nurse who wishes to terminate her participation in the optional coverage must do so in writing giving at least thirty (30) days notice. Benefit coverage will be subject to the terms and conditions of any governing master policy or statutory requirements.

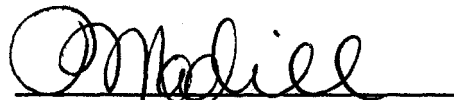
ARTICLE 20 - DURATION OF AGREEMENT

20.01 This Agreement shall remain in force and effect for a term commencing on the first day of April, 2004 and terminating on the 31st day of March, 2008 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 11th day of August, 2005.




Signed on behalf of
Regional Municipality of Durham

Signed on behalf of the
Ontario Nurses' Association


P. Madill, Regional Clerk


Labour Relations Officer


R. Anderson, Regional Chair


Bargaining Unit President
(Regional Municipality of Durham
Health Department Unit)



APPENDIX 'A'
SALARY SCHEDULE

CLASSIFICATION	<u>Apr 1/04</u>	<u>Apr 1/04</u>	<u>Apr 1/05</u>	<u>Apr 1/05</u>	<u>Apr 1/06</u>	<u>Apr 1/06</u>	<u>Apr 1/07</u>	<u>Apr 1/07</u>
	HOURLY	JOB RATE	HOURLY	JOB RATE	HOURLY	JOB RATE	HOURLY	JOB RATE
SR PUBLIC HEALTH NURSE	\$37.43	\$68,346	\$38.55	\$70,396	\$39.71	\$72,508	\$40.90	\$74,683
PUBLIC HEATH NURSE								
START	\$30.12	\$54,991	\$31.02	\$56,640	\$31.95	\$58,340	\$32.91	\$60,090
STEP 1	\$31.55	\$57,609	\$32.50	\$59,337	\$33.47	\$61,117	\$34.47	\$62,951
STEP 2	\$32.98	\$60,228	\$33.97	\$62,035	\$34.99	\$63,896	\$36.04	\$65,813
STEP 3	\$34.42	\$62,846	\$35.45	\$64,732	\$36.51	\$66,674	\$37.61	\$68,674
STEP 4	\$35.85	\$65,465	\$36.93	\$67,429	\$38.03	\$69,452	\$39.18	\$71,535
COMMUNITY HEALTH NURSE								
START	\$28.20	\$51,493	\$29.05	\$53,038	\$29.92	\$54,629	\$30.81	\$56,268
STEP 1	\$29.54	\$53,945	\$30.43	\$55,564	\$31.34	\$57,230	\$32.28	\$58,947
STEP 2	\$30.89	\$56,398	\$31.81	\$58,090	\$32.77	\$59,832	\$33.75	\$61,627
STEP 3	\$32.23	\$58,849	\$33.20	\$60,615	\$34.19	\$62,433	\$35.22	\$64,306
STEP 4	\$33.57	\$61,301	\$34.58	\$63,141	\$35.62	\$65,035	\$36.68	\$66,986

APPENDIX 'A'

SAI SCHEDULE

1. Yearly increments shall apply on the anniversary date of commencement of employment.
2. 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 6.05.
4. Pre-natal teachers shall receive **\$92.95** per class.
5. Nurses shall be placed within the classification that reflects their educational preparation.
6. The above rates include all **pay** equity adjustments.

APPENDIX 'B'
LIST OF ARBITRATORS

- Susan Stewart
- Pamela Chapman
- Owen Shime
- Kevin Burkett

MEMORANDUM OF AGREEMENT

Between:

THE REGIONAL MUNICIPALITY OF DURHAM

And

THE ONTARIO NURSES' ASSOCIATION

Re: Durham Health Connection Line **Program** – Hours of Work

The nurses working on the Durham Health Connection Line **Program** 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 hour of illness based on the nurse's schedule.
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. **Bereavement** 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 11th day of August, 2005.

Signed on behalf of
Regional Municipality of Durham

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

Signed on behalf of the
Ontario Nurses' Association

Britchell
[Signature]
MS O'Connor
Uborchuk

LETTER OF UNDERSTANDING

Between:

THE REGIONAL MUNICIPALITY OF DURHAM

And:

THE ONTARIO NURSES' ASSOCIATION

Re: Varied Daily Hours and Flex Time

1. Alternate Hours of Work

- (a) It is understood that, for the purposes of this paragraph, the regular hours of work are **8:30 am.** to **4:30 p.m.** A nurse may vary her daily hours of work for personal reasons, on an interim basis, by adjusting her start and/or finish times by a total of up to one and one-half (**1-1/2**) hours and/or reducing her meal break to thirty (**30**) minutes while maintaining her regular daily hours of work (7 hours). The nurse will obtain **pre-approval** from her Manager to work the varied daily hours of work.

2. Flex Time

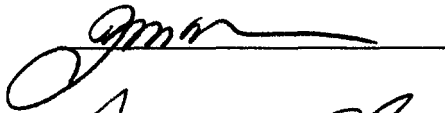
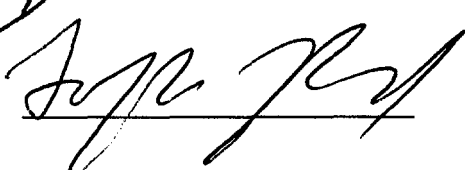
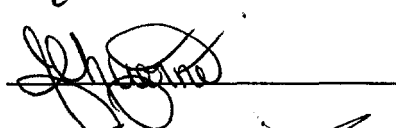

- (a) Every nurse shall have the ability to accumulate a maximum of seven (7) hours of flex time per month to meet his/her personal requirements. Such flex time hours must be worked between **8 am** and **10 pm**.
- (b) Where a nurse works extra daily hours (i.e. beyond 7 hours in a day) for both operational requirements of the Division and his/her personal requirements, such hours will be accumulated as flex hours.
- (c) A nurse can retain a maximum of **35** hours in her "flex bank". A nurse is permitted to use flex time within a period of **10** working days before he/she works the extra time. Accumulated flex hours together with regular work hours cannot exceed forty-four (**44**) in a week.
- (d) Prior to earning and utilizing flex time, the nurse shall ensure that operational requirements are met and that adequate program coverage is maintained. The earning and utilization of flex time will be logged on the Weekly Attendance Record and the nurse shall indicate whether it was paragraph **2(a)** personal requirements or **2(b)** operational requirements and personal requirements. As well, the nurse shall indicate the work performed and record the program activity.

3. The above paragraphs will be implemented on a trial basis for a period of one (1) year from the date of ratification of the Collective Agreement by both parties. Articles 4.03(a) and (b) shall not apply during the trial period. In the event of a conflict between this letter and any flex time policy, the terms of this letter shall prevail.


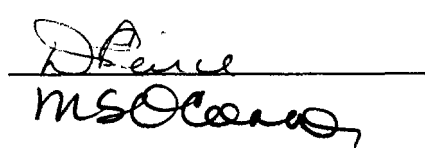

4. After six months have passed from date of ratification, the parties shall meet to evaluate and review implementation issues occurring during the trial period, with a view to problem solving. Following the evaluation, if implementation issues cannot be resolved either party wishing to cancel the terms of this letter, shall provide four (4) weeks' written notice to the other party at which point articles 4.03 (a) and (b) shall **apply**.

Dated at Whitby, Ontario, this 11th day of August, 2005.

For the Region of Durham

For the Union

LETTER OF UNDERSTANDING

Between:

THE REGIONAL MUNICIPALITY OF DURHAM

And:

THE ONTARIO NURSES' ASSOCIATION

Re: Sick Leave

The parties agree to establish a committee to study and discuss the feasibility of implementing a short-term disability program. It is understood and agreed that this process in no way binds the Union to any agreement that any other unions within the Regional Municipality of Durham agree to.

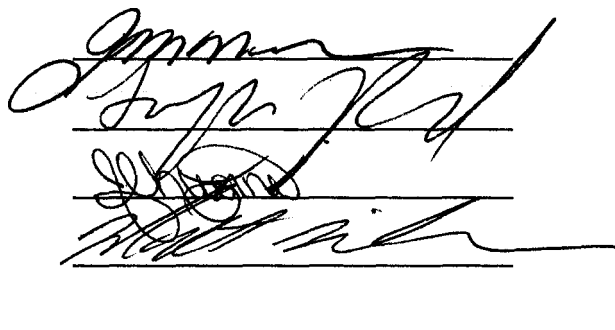
Such committee shall include two (2) ONA bargaining unit representatives and the ONA Labour Relations Officer.

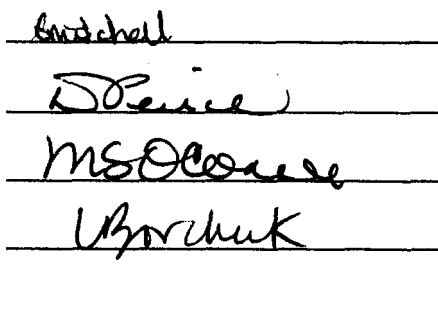
Without mutual agreement of the Employer and the Ontario Nurses' Association, the status quo will remain and all proposed changes will be tabled and negotiated for the next collective agreement.

Dated at Whitby, Ontario, this 11th day of August, 2005.

FOR THE EMPLOYER

FOR THE UNION

Three handwritten signatures for the Employer are written over three horizontal lines. The first signature is large and cursive, the second is smaller and more legible, and the third is also cursive.

Three handwritten signatures for the Union are written over three horizontal lines. The first signature is 'Switcheall', the second is 'D. Bence', and the third is 'U. Bruchuk'.

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