

COLLECTIVE AGREEMENT

Between:

**THE REGIONAL MUNICIPALITY OF HALTON
HALTON HEALTH PROGRAMS
(Hereinafter referred to as the “Employer”)**

And:

**ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as the “Union”)**

Expiry Date: March 31, 2020

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THIS AGREEMENT MADE
Between

THE REGIONAL MUNICIPALITY OF HALTON
(Hereinafter called the REGION)
OF THE FIRST PART

And
THE ONTARIO NURSES' ASSOCIATION
Halton Health Programs Bargaining Unit
(Hereinafter called the ASSOCIATION)

OF THE SECOND PART

WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE 1 - BARGAINING UNIT RECOGNITION

- 1.01 The Region recognizes the Association as the sole agent and exclusive collective bargaining agency for all its Graduate and Registered Nurses in the Health Department of the Region, save and except the Nursing Supervisors, persons above the rank of Nursing Supervisors, and office staff. In this Agreement the word nurse(s) means Graduate and/or Registered Nurse(s).
- 1.02 The terms and conditions set forth in this Agreement shall have full force and effect for all nurses in the bargaining unit as described in the preceding paragraph.
- 1.03 The Region shall not propose and/or enter into any agreement with a nurse that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.

ARTICLE 2- MANAGEMENT RIGHTS

- 2.01 The Association acknowledges that it is the function of the Region to manage its business and direct its operations in all matters which are not specifically restricted by the terms of this agreement and that it is the function of the Region to:
- (a) maintain order, discipline, efficiency and suspend, discharge or otherwise discipline a nurse for just cause;
 - (b) hire, transfer, classify, assign, select, promote, demote, retire, lay-off and recall nurses
 - (c) make and enforce from time to time such reasonable rules and regulations as the Region considers necessary or advisable for the efficient and orderly conduct of its business and require nurses to observe such reasonable rules and regulations provided they are not inconsistent with the provisions of this agreement;

- (d) direct its working forces; plan, direct and control the operation of its facilities; introduce new and improved methods, equipment and facilities; determine the amount of supervision necessary; set work schedules; establish standards and quality of care; determine programs, complement, organization and the number and location and classification of nurses required from time to time; and curtailment or cessation of operation in whole or in part.

2.02 Before any new or changed rule or regulation is put into effect, except where urgency otherwise requires, the Region shall meet with and discuss such new or changed rule or regulation with the President of the Bargaining Unit and a member at large. The Region will provide a copy of the new or changed rule or regulation to the President of the Local Association.

ARTICLE 3 - RELATIONSHIP

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

- (a) The Region, the Association and nurses agree to abide by the provisions of the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Labour Relations Act*, and the *Occupational Health and Safety Act*.
- (b) No nurse shall be subjected to reprisal for having exercised her or his rights under this article, Regional policy, or the *Ontario Human Rights Code* for reporting concerns to her/his supervisor, manager or director.

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

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

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 During the term of this Agreement, the Region shall not lock out nurses and the Association shall not declare, authorize, support, counsel, encourage or condone a strike or other slow down or stoppage of work.

ARTICLE 5 - CHECK-OFF OF ASSOCIATION DUES

- 5.01 (a) The Region shall, during the term of this Agreement, deduct once (1 time) each month from a pay of every nurse covered by this agreement a sum equal to the regular monthly Association dues.
- (b) In the case of new nurses, such deductions shall commence in the month following their date of hire.
- 5.02 The Association shall notify the Region, in writing, of the amount of such dues, and from time to time as changes occur.
- 5.03 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, their work site and the nurses' social insurance numbers, amount of dues deducted, job classification, and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent concurrently to the local Union.
- 5.04 By January 31st of each year, the Region will provide the Association with a list showing total dues deductions made from the salary of each nurse employed during the preceding calendar year.
- 5.05 The Region also agrees to inform the Association, copied to the Local Association, of those nurses who have terminated or who are on unpaid leave of absence when such absence affects the deduction of Association dues.

ARTICLE 6 - ASSOCIATION REPRESENTATION

- 6.01 (a) The Region recognizes the following representatives and committee members of the Association's duly chartered Local namely Halton Health Programs Bargaining Unit, Ontario Nurses' Association, all of whom are nurses of the Region and who have completed their probationary term of employment:
- (i) A negotiating committee of four (4) nurses who shall act on behalf of the Association in the negotiating of this agreement.
- (ii) A Grievance committee of three (3) nurses who shall assist any nurse in the presentation of a grievance.
- (iii) Nine (9) nurse representatives.
- (b) The parties agree to form an Association-Management Committee consisting of seven (7) members appointed by the Region and seven (7) members appointed by the Local Association to discuss matters of mutual interest.

Meetings between the Association and Region Representatives may be held at mutually convenient times. A representative or consultant of both the Ontario Nurses' Association and the Region may attend such meeting if requested to be present by either party.

- 6.02 The Association shall have the right at any time to have the assistance of a representative of the Ontario Nurses' Association.
- 6.03 The Association will provide the Region with the names of its officers, committee members and nurse representatives and shall keep such list up to date at all times.
- 6.04 Committee members or nurse representatives shall not leave their regular duties for the purposes of conducting business on behalf of the Association or in connection with this Agreement without first obtaining the permission of their immediate manager or his/her designate, nor shall the Association or any nurse engage in Association activities during working hours or hold meetings at any time on the premises of the Regional Corporation without permission in writing from the designated Director for use of such premises.
- 6.05 Nurses who are members of the negotiating committee shall suffer no loss of pay while attending negotiating meetings with the Region up to and including conciliation.
- 6.06 A representative of the Local Association shall be allowed fifteen (15) minutes within the Department's orientation program to discuss with newly hired nurse(s) the benefits and duties of Association Membership and responsibility to the Association and to the Region.
- 6.07 The Association and the Region shall establish a Joint Occupational Health and Safety Committee in accordance with the provisions of the *Occupational Health and Safety Act*. Meetings shall take place at times mutually agreeable to both parties except in the case of emergencies.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Where a difference arises between the nurse and the Region relating to the interpretation, application or administration of this Agreement, the nurse may file a grievance against the Region. Grievances shall be in writing and shall contain a statement giving rise to the grievance and specifying the Clause of this Agreement alleged to have been violated.
- 7.02 (a) The nurse shall have the right, if she/he so requests, to the assistance of a nurse representative at any step of the grievance procedure.
- (b) A nurse has no grievance until she/he submits a verbal and a written complaint to her/his immediate manager with a copy to the Association. The manager shall advise the nurse of her/his decision within five (5) working days of the day on which the complaint is raised to her/him and if the reply is not satisfactory to the nurse, she/he may resort to the formal grievance procedure as follows: In any case, no grievance shall be considered where the circumstances giving rise to it occur thirty (30) calendar days immediately

prior to it being brought to the attention of the immediate manager. The intent of the written notification is only to formalize the verbal stage of the grievance.

7.03 Step One

A nurse having a grievance may submit her/his grievance in writing to her/his Director or designate stating the article and the clause of the Agreement to which the grievance applies. The Director or designate shall review the grievance and reply in writing to the nurse within five (5) working days of receipt of the grievance.

7.04 Step Two

If the grievance is not settled at Step One, the nurse may within five (5) working days of the date of receipt of the answer from her/his Director or designate, or if no answer is received, then within five (5) working days after such answer ought to have been received, submit the written grievance from Step One to the Commissioner of Health or designate. The Commissioner of Health or designate shall render a decision in writing within ten (10) working days of receipt of the grievance under Step Two.

7.05 Step Three

If the grievance is not settled at Step Two, then the nurse may, within five (5) working days of the date of receiving the Step Two reply (or if no answer is received under Step Two, then within five (5) working days after such answer ought to have been received) submit the written grievance from Step Two to the Director of Human Resource Services. The parties shall meet to discuss the grievance. The Director of Human Resource Services shall render a decision in writing within **ten (10)** working days following the date of the meeting to the President of the Local Association with a copy to the Labour Relations Officer. If the grievance is not settled in Step Three, then the Association may, within a period of **ten (10)** working days refer the grievance to mediation or arbitration as provided for in articles 9 (Grievance Mediation) and 10 (Arbitration) in the Agreement.

- 7.06 (a) A claim by a nurse that she/he has been suspended or discharged without just cause shall be treated as a grievance, if a written statement of such grievance is lodged at Step Two of the grievance procedure with the Commissioner of Health or designate within five (5) working days after notification has been received by the nurse.
- (b) In cases of allegations of unjust discipline which do not involve suspension or discharge, the grievance will begin as provided in article 7.02 (b) (Grievance Procedure).

7.07 Any of the time allowances provided may be extended by mutual agreement between the parties.

7.08 The Association may file a union grievance concerning the general application or interpretation of this Agreement, commencing at Step Two of the Grievance Procedure.

- 7.09 The Association may file a group grievance alleging a violation affecting and identifying more than one (1) **nurse** in the bargaining unit, commencing at Step One of the Grievance Procedure.
- 7.10 For the purpose of this article, Saturday, Sunday, holidays, and vacation of the aggrieved nurse are not to be considered working days up to a maximum of thirty (30) working days.

ARTICLE 8 - MANAGEMENT GRIEVANCE

- 8.01 Any grievance initiated by Management will be referred in writing to the Grievance Chair or designate within thirty (30) calendar days of the occurrence of the circumstances giving rise to the grievance, and the Association Executive shall meet within ten (10) working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within ten (10) working days of such meeting, either party may refer the grievance, to a Board of Arbitration as provided in article 10 (Arbitration). Management will first attempt to resolve the matter in accordance with the process outlined in article 7.02 (b) (Grievance Procedure).

ARTICLE 9 – GRIEVANCE MEDIATION

- 9.01 At the request of either party the following mediation process will be used before any grievance is referred to arbitration. The intent of this process is to provide a neutral third (3rd) party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
- 9.02 The parties will establish a list of three (3) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fees of the mediator.
- 9.03 The mediation session will be attended by a maximum of four (4) representatives from the Association (including the grievor) and a maximum of four (4) from Regional Management. The persons attending should be familiar with the content of the grievance and have the authority to enact a resolution.
- 9.04 Once written notice is given, to mediate a grievance the session shall commence within sixty (60) calendar days. If the appointed mediator is unavailable within sixty (60) days of the appointment then the appointment will be given to the next mediator in turn. In addition, should any of the applicable parties be unavailable within this sixty (60) day period then they shall appoint a substitute to attend.
- 9.05 Provided the parties agree there shall be no limit to the number of grievances submitted for mediation at a single session. There shall be no use of legal counsel or witnesses for this mediation process. Any evidence which either party wishes to submit will be given to the other party at least three (3) calendar days prior to the mediation session.

- 9.06 Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
- 9.07 The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Should the mediation process occur during a nurse's scheduled hours of work they will be paid their normal rate of pay.
- 9.08 Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may be submitted to arbitration or withdrawn.

ARTICLE 10 - ARBITRATION

- 10.01 Both parties to this Agreement agree that any alleged misinterpretation or violation of the provisions of this Agreement, including any grievance which has been properly carried through all of the steps of the grievance procedure outlined in article 7 (Grievance Procedure) and which has not been settled, may be referred to either mediation as outlined in article 9 (Grievance Mediation) or to a Board of Arbitration as provided by the *Ontario Labour Relations Act*, at the request of either of the parties hereto, provided that such request must be received not later than ten (10) days after a decision has been rendered.
- 10.02 Each of the parties hereto will bear the expense of the nominee appointed to represent it and the parties will jointly, in equal shares, bear the expense, if any, of the Chair of the Arbitration Board and any other costs arising out of the arbitration proceedings.
- 10.03 No person may be appointed as an arbitrator, who has been involved in any attempt to negotiate or settle the grievance.
- 10.04 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the Region or the nurse concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have all the necessary information.
- 10.05 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement or in any way modify, add to or detract from any provision of this Agreement.

ARTICLE 11 - SENIORITY AND JOB POSTING

- 11.01 (a) Subject to articles 11.08 and 11.09 (Seniority and Job Posting), seniority for the full-time nurse shall be the length of service dating from her/his last date of hire as a nurse in the bargaining unit.

- (b) Subject to articles 11.08 and 11.09 (Seniority and Job Posting), seniority for the part-time nurse shall be the actual hours worked as a part-time nurse in the bargaining unit.
- (c) A nurse's name shall be added to the appropriate seniority list upon completion of the probationary period.

11.02 The probationary period for a full-time nurse shall be six (6) months of service and for a part-time nurse shall be nine hundred and ten (910) hours of service and the probationary nurse shall not have recourse to the grievance procedure in this agreement, save and except in matters of salary. Salary shall mean any direct and indirect remuneration.

11.03 In all cases of transfer or promotion the following factors shall be considered:

- (a) Ability, experience and performance;
- (b) Seniority.

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

11.04 Nurses who are the successful applicant for a temporary position will fulfil the term of such position and will not apply for another temporary position until they have completed seventy-five percent (75%) of the term of initial temporary posting or until the term of the initial temporary posting is fulfilled, whichever comes first. This does not restrict or prevent the nurse from applying for any permanent full-time or permanent part-time position that may be posted.

11.05 The provisions of this article apply to full-time and regular part-time nurses only.

- (a) i) In the event of a layoff, the Region shall provide the local Association and the affected nurses with no less than sixty (60) calendar days' written notice of the pending layoff.
- (ii) The Region shall meet with the local Association to review the following:
 1. the reasons causing the layoff;
 2. the service which the Region will undertake after the layoff;
 3. the method of implementation including the areas of cut-back and the nurses to be laid off; and
 4. alternatives to implementing the layoff, including the possibility of early retirement incentives or other voluntary separation strategies.

The unavailability of Association representation shall not delay any meeting regarding layoffs or staff reductions.

- (iii) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
- (b) Full-time and regular part-time nurse layoff and recall rights shall be separate. Casual nurses do not have layoff or recall rights.
- (c)
 - (i) In the event of a layoff, nurses shall be laid off in the reverse order of seniority provided that the remaining nurses are able to perform the work available. Subject to the foregoing, probationary nurses shall be first laid off.
 - (ii) A nurse who has been notified of a layoff may:
 1. accept the layoff; or
 2. opt to retire if eligible under the terms of the Region's pension plan; or
 3. transfer to a vacant position provided that she/he is able to perform the work available; or
 4. displace another nurse who has the least seniority in an equal or lower paid classification, provided the nurse is able to perform the work available within a maximum of five (5) days' orientation. In the application of these displacement rights, the process will be limited to a maximum of two (2) successive displacements.

A nurse will inform the Region of her/his decision regarding 1, 2, 3, 4 above within three (3) working days of receipt of notice of layoff.

- (iii) A nurse who has been laid off will advise the Region of her/his interest in working casual hours.
- (d) Nurses shall be recalled on the basis of classification and status, with the nurse with the most seniority recalled first, provided that she/he is qualified to perform the work available. Recalls shall be subject to the following provisions:
 - (i) A nurse will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall report for work within an additional twenty-one (21) calendar days.
 - (ii) A nurse will retain recall rights for a maximum period of eighteen (18) months. At any time during the recall period, she/he may opt to forego recall rights and, where entitled, receive severance pay in accordance with the *Employment Standards Act*.

- (iii) A nurse exercising her/his recall rights shall be entitled to an orientation of up to five (5) work days.
- 11.06 (a) **Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:**
- (i) **when on leave of absence with pay;**
 - (ii) **when on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;**
 - (iii) **when in receipt of short-term disability benefits (full-time only);**
 - (iv) **when in receipt of Workplace Safety and Insurance Board benefits or long-term disability benefits;**
 - (v) **when on pregnancy and/or parental leave, under the terms and conditions of the *Employment Standards Act*.**
- 11.07 The seniority lists will be prepared by January 31st and July 31st of each year. A copy of the seniority lists shall be forwarded to the Association.
- 11.08 (a) Whenever a position becomes vacant or a new position is created and the duration of the position is greater than four (4) months, the Region will post an appropriate notice on all bulletin boards for seven (7) working days in order that nurses who wish to apply may do so in writing. The notice will contain a general outline of the duties, the salary range and qualifications required to satisfactorily fill the position. A copy of such notice will be forwarded by email within the posting period to the Bargaining Unit President. The provisions of Clause 11.03 (Seniority and Job Posting) apply in determining the successful applicant.
- The Bargaining Unit President shall be advised of the filling of vacancies with a duration of less than four (4) months.
- (b) Resulting Vacancies
- With respect to an incumbent nurse who applies for and is accepted for an internal posting, if the Region elects to fill his/her vacant position, it will be posted once as per article 11.08 (a) (Seniority and Job Posting). Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive working days.
- 11.09 When a full-time nurse transfers to part-time or vice versa, she/he shall maintain her/his position on the salary grid and her/his seniority shall be calculated on the basis of one (1) year full-time service equivalent to one thousand five hundred (1,500) hours of part-time service. Any hours worked in excess of the equivalent shall be carried over by the nurse at the time of transfer, and she/he shall continue to accumulate seniority in this manner until she/he reaches the next equivalent. It is understood that, in making the transfer calculation, a nurse's seniority date can never predate her/his most recent date of hire.

- 11.10 A nurse forfeits and loses all seniority:
- (a) on termination by resignation, retirement, or discharge for just cause;
 - (b) on lay-off extending continuously for more than eighteen (18) months;
 - (c) on failure to report for work within twenty-one (21) calendar days of receipt of notice to return to work when on lay-off;
 - (d) is absent from work without satisfactory explanation in excess of two (2) working days of the nurse.
- 11.11
- (a) A nurse who is transferred to a temporary or permanent position outside of the bargaining unit for a period of not more than fifteen (15) months shall retain, but not accumulate, her/his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she/he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her/his return to the bargaining unit.
 - (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of fifteen (15) months, she/he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her/his return to the bargaining unit.
- 11.12 A nurse who is released from employment with the Region at the end of a temporary/term assignment, shall be eligible to apply for posted vacancies for a period of twelve (12) months from the date of release and if successful in any such application shall be credited with seniority which had accrued at the time of release. Following expiry of the twelve (12) month period all seniority shall be lost.

ARTICLE 12- LEAVES OF ABSENCE

12.01 Bereavement Leave

- (a) A nurse who notifies the **Director** or designate as soon as possible following a bereavement shall be granted up to three (3) working days off without loss of her/his regular pay for her/his scheduled hours, in conjunction with the day of the funeral of her/his immediate family. **Nurses may be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total.**
 "Immediate family" means:
 - (i) spouse (including common-law partner and/or same sex partner);
 - (ii) parent, or any person who acted in place of a parent; in locus parentis;

- (iii) brother or sister;
 - (iv) son or daughter;
 - (v) grandparent;
 - (vi) grandchild;
 - (vii) the relatives listed in (ii) through (vi) of the nurse's current spouse and including son in-law and daughter in-law.
- (b) In addition to the leave of absence granted under article 12.01 (a) (Leaves of Absence), a further two (2) days leave of absence will be granted immediately thereafter for the bereavement of a nurse's spouse and/or child and those days which are normal working days will be paid at the nurse's normal daily rate.
- (c) In special circumstances, the Director may grant up to two (2) consecutive paid bereavement leave days for persons other than those listed in article 12.01(a).
- (d) If, during a period of paid vacation leave, a nurse is bereaved in circumstances under which the nurse would have otherwise been eligible for bereavement leave under articles 12.01 (a), (b) and (c) (Leaves of Absence), the nurse shall either have the vacation leave extended or have the bereavement day(s) rescheduled as vacation day(s) with the approval of the nurse's manager/supervisor to the extent of the paid bereavement day(s) of article 12.01 (a) or 12.01 (b) (Leaves of Absence).

12.02

Crown Witness

A nurse who is subpoenaed as a crown witness shall be granted a leave of absence of up to two (2) working days. The nurse shall be paid one (1) normal day's pay for the loss of each working day of such service provided she/he reports for work when not actually required for witness duty and provided she/he deposits with the Regional Treasurer the amount of fees, if any, other than expenses received for such service. The nurse on returning to work shall present a certificate showing the period of such service and the amount of compensation received. Notwithstanding the foregoing, a nurse shall receive one (1) normal day's pay for each day of service as a witness in any matter arising out of her/his employment.

12.03

Jury Duty

A nurse who is required to serve as a juror shall be granted leave of absence. The nurse shall be paid one (1) normal day's pay for the loss of each working day of such service provided she/he reports for work when not actually required for jury duty and provided the nurse deposits with the Regional Treasurer the total fees, if any, other than expenses received for service. The nurse, on returning to work shall present a certificate showing the period of such jury service and the amount of compensation received.

12.04

Pregnancy and Parental Leave(a) Pregnancy Leave

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

(ii) Supplemental Employment Benefit (SEB) Plan

A nurse who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act and its regulations thereto shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following receipt by the Region of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks.

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

(iii) The Region shall continue to make the Region's contribution to benefit premium costs for the nurse's existing benefit coverage under article 19.02 (Employee Benefits) for a maximum of seventeen (17) weeks for pregnancy leave, unless the nurse gives the Region written notice that she does not intend to pay her contribution, if any, of the appropriate premium. Premium costs for the balance of the leave(s) shall be the responsibility of the nurse as set out in Article 22 (Application of Agreement).

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

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

(b) Parental Leave

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

(ii) Supplemental Employment Benefit (SEB) Plan

A nurse who is on parental leave as provided under this Agreement who is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act* and its regulations thereto shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her/his normal weekly earnings and the sum of her/his weekly employment insurance benefits and any other earnings. Such payment shall commence following receipt by the Region of the nurse's Employment Insurance cheque stub as proof that she/he is in receipt of Employment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks.

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

iii) The Region shall continue to make the Region's contribution to benefit premium costs for the nurse's existing benefit coverage under article 19.02 (Employee Benefits) for a maximum of thirty-seven (37) weeks for parental leave, unless the nurse gives the Region written notice that she/he does not intend to pay her/his contribution, if any, of the appropriate premium. Premium costs for the balance of the leave(s) shall be the responsibility of the nurse as set out in article 22 (Application of Agreement).

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

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

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

employ of the Region for one year, she/he will repay the full amount of the Supplemental Employment Benefits provided.

A nurse who returns for six (6) months or less will be required to pay back the full amount of the Supplemental Employment benefits received. A nurse who returns for between six (6) months and one (1) year will repay a prorated amount of the benefits received.

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

12.05

Education Leave

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

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

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

12.06

Association Leave

- (a) Leave of absence without pay or loss of seniority will be granted to not more than three (3) nurses who have completed their probationary period at a time to attend Association conventions, seminars and Provincial Committee Meetings. The maximum time off in any calendar year shall not exceed fifty (50) working days aggregate for the bargaining unit. During such leaves of absence, salary and benefits will be kept whole by the Region and the Association agrees to reimburse the Region for such salary and Region contribution to benefits. Request for such leave of absence will be submitted in writing to the appropriate Director, two (2) weeks prior to commencement of such leave and approval of such request shall not be unreasonably withheld.

- (b) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, will be granted leave of absence without pay up to a total of fifty (50) days annually. There shall be no loss of seniority for the purpose of salary advancement during such leave of absence. Leave of absence for Board Members of the Ontario Nurses' Association will be separate from the Association's leave provided in article 12.06 (a) (Leave of Absence) of this Agreement. During such leave of absence salary and benefits will be kept whole by the Region and the Association agrees to reimburse the Region for such salary and Region contributions to benefits.
- (c) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leaves of absence salary and benefits will be kept whole by the Region and the Association agrees to reimburse the Region for such salary and Region contributions to benefits.

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

12.07 Professional Development Leave

Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending courses, workshops, or seminars directly related to the nurse's employment may be granted at the discretion of the appropriate Director. Nurses attending will do so without loss of pay, and registration fees and expenses will be paid by the Region and/or nurse. It is understood that should the nurse be directed by the Region to attend, registration fees and expenses will be paid by the Region.

12.08 Personal Leave with Pay

The Commissioner of Health or designate may grant leave of absence with pay to a maximum of three (3) working days to a nurse. The intent of this leave is to assist **a nurse** in coping with unforeseen personal contingencies or emergencies for which preplanning would not be possible. Such leave shall not be unreasonably denied.

12.09 Personal Leave without Pay

- (a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the Commissioner of Health or designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. The granting of the request will not interfere with the efficient operation of the department.
- (b) When a personal leave of absence is granted, a nurse will not be required to first use her/his vacation entitlements.

12.10 **ONA Staff Leave**

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

ARTICLE 13 - LEAVE FOR SICKNESS

13.01 The Short Term Disability Plan shall be set out in Appendix E.

ARTICLE 14 - HOLIDAYS

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

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

In addition to these days, two (2) additional days shall be allowed as floating holidays to be taken at a time convenient to the nurse and her/his respective manager. The floating holiday will be granted commencing with the calendar year in which the nurse completes six (6) months of employment.

14.02 If any of the above days fall on a Saturday or on a Sunday, the Friday preceding or the Monday following shall be deemed to be a paid holiday and shall be observed as a day in lieu thereof. The alternative day (Friday or Monday) will be determined by the Region and the Association shall be so advised.

14.03 In order to qualify for such holiday a nurse must work her/his last scheduled working day before and her/his first scheduled working day after such holiday

except if absent through verified illness and must work on the holiday if she/he is scheduled to work, except when excused from so doing by the Commissioner of Health or designate.

- 14.04 When any of the holidays listed in Clause 14.01 (Holidays) occur during a nurse's vacation with pay period, an extra day's vacation is allowed subject to Clauses 14.01 and 14.02 (Holidays) above.
- 14.05 Whenever a nurse is required to work and works on any of the above holidays, she/he shall either be paid for working at the rate of time and one half (1-1/2) her/his normal hourly rate for all hours so worked in addition to her/his normal pay for the day or by mutual agreement with her/his manager, she/he shall receive premium pay at the rate of time and one half (1-1/2) her/his hourly rate for all hours worked on such holiday and shall receive another day off with pay.

ARTICLE 15 - VACATIONS

- 15.01 Vacations with pay shall be granted as follows:
- (a) Nurses with less than one (1) year of continuous service shall accumulate one and one-quarter (1-1/4) days with pay for each completed month of service, up to December 31st in the year in which they were hired.
 - (b) Nurses who have completed one (1) year and less than three (3) years continuous service shall receive three (3) weeks.
 - (c) Nurses who have completed three years (3) and less than fifteen (15) years of continuous service shall receive four (4) weeks.
 - (d) Nurses who have completed fifteen (15) years of service and less than twenty-four (24) years of continuous service, shall receive five (5) weeks.
 - (e) Nurses who have completed twenty-four (24) years of continuous service shall receive six (6) weeks.
- 15.02 When a nurse's employment is terminated for any reason she/he shall be entitled to vacation pay in proportion to the time worked during the vacation year.
- 15.03 A Nurse may be permitted to carry over up to five (5) vacation days into the next calendar year with the approval of the Director or designate.

ARTICLE 16 - HOURS OF WORK

- 16.01 (a) The Region does not guarantee any hours of work. The regular workweek shall consist of thirty-five (35) hours per week to be worked in not more than five (5) days of regular daily working hours of seven (7) hours each. The regular days of work shall be Monday to Friday inclusive.

- (b) With the consent of management, a part-time nurse may consolidate their normal work hours within a pay period during the months of July and August.
- 16.02 (a) If a nurse is authorized by the Commissioner of Health or designate, to work in excess of the normal hours in the day as found in article 16.01 (Hours of Work), with the agreement of management such nurse shall have the option of electing payment at the rate of time and one-half (1-1/2) her/his normal hourly rate for all hours so worked or time off at the rate of time and one-half (1-1/2) for all the hours so worked. Such time off shall be at a mutually agreeable time. Accumulated time off in lieu of overtime must be taken by December 31st in the year following the year in which the overtime was earned, or it will be paid out. Such request to bank or use lieu time will not be unreasonably denied.
- (b) Subject to daily and weekly maximum hours specified in article 16.01, if a regular part-time nurse is authorized by her/his supervisor, to work in excess of her/his regularly scheduled hours in the work week, with the agreement of management such nurse shall have the option of electing payment at her/his normal hourly rate for all hours so worked or time off in lieu at straight time for all the hours so worked. Such time off shall be at a mutually agreeable time. Accumulated time off must be taken by the end of the calendar year in which it is earned. Such request to bank or use lieu time will not be unreasonably denied.
- 16.03 On each working day there shall be an unpaid meal break of thirty (30) minutes and two (2) fifteen (15) minute paid rest periods, one (1) in each half of the work day. A nurse may be required to take up to a sixty (60) minute meal break to meet program needs.
- 16.04 If a nurse is required by the Commissioner of Health or designate to work overtime on a Saturday, or Sunday or any of the holidays listed in article 14.01 (Holidays), she/he will be paid time and one-half (1 ½) for all hours worked on such days or may choose to be granted time off in lieu of overtime at the rate of one and one-half (1 ½) hour for every hour of overtime worked, at a time mutually agreeable to the manager/supervisor and nurse.
- 16.05 Flex Time
- (a) The normal hours of work for full-time **nurses** are defined in article 16.01 (Hours of Work).
- (b) The adjusted workday allows **nurses** to work the standard number of hours on a daily basis, with flexible start and finish times within limits established by management. The Region's normal office hours are from 8:30 a.m. to 4:30 p.m., Monday to Friday.
- (c) When a nurse requests to work flex time, such request shall not be unreasonably denied.

- (d) Overtime will be compensated in accordance with article 16.02 and 16.04 (Hours of Work).

16.06 Healthy Babies/Healthy Children Program Weekend Premium

- (a) For work performed on Saturdays and Sundays for the above noted program nurses will be compensated at their straight hourly rate plus a weekend premium of:
Four dollars and fifty cents (\$4.50) per hour effective April 1, 2009.
- (b) There will be no requirement for an incumbent nurse (hired prior to September 1, 1999) to perform weekend work under the conditions described in this Clause.
- (c) With the mutual consent of both the manager and the nurse, full-time nurses in this program may choose to flex their workweek over seven (7) days. Compensation for weekend work will be as per 16.06 (a).

- 16.07 Where a nurse has completed her regularly scheduled hours and left the Health Unit and is called into work outside her regularly scheduled hours, such nurse shall receive time and one half (1 ½) her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours' pay at time and one half (1½) her regular straight time hourly rate.

ARTICLE 17- RATES OF PAY AND CLASSIFICATION

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

17.02 Temporary Class Registrants

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

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

ARTICLE 18 - MILEAGE ALLOWANCE

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

- 18.02 Nurses required by the Region to use their personal vehicle on Regional business as a condition of employment shall receive the Region's prevailing kilometre rate for all kilometres driven on the Region's behalf.

- 18.03 If a nurse is transferred for a temporary period of up to forty (40) working days from her/his home office to another office the extra miles driven from and to her/his home office each day will be considered miles driven on duty.

ARTICLE 19 - BENEFITS AND PENSION

- 19.01 Effective the first (1st) of the month following completion of six month's continuous service, a regular full-time nurse shall be entitled to the following benefits. The detailed terms and conditions of the benefits plans described below are set out in the contract held by the Region with the Insurance Carrier. All benefits plans, including eligibility for and termination of coverage, are administered in accordance with the contracts, policies, rules and regulations governing such plans. In the event of an inconsistency between the terms of this Collective Agreement and the underlying contracts, policies, rules and regulations governing such plans, the contracts, policies, rules and regulations shall govern. Benefit coverage outlined in article 20 will not be decreased during the term of the agreement. The Region shall pay 80% of the premium costs and the nurse shall pay the remaining 20% of the premium costs, except where otherwise noted.
- (a) Life insurance coverage of two (2) times annual base wages to a maximum of \$200,000. The Region will pay one hundred percent (100%) of the premium. Additional optional life insurance may be purchased by an interested nurse with 100% of the applicable premiums paid by the nurse;
 - (b) Accidental death and dismemberment insurance of two (2) times annual base wages to a maximum of \$200,000. The Region will pay one hundred (100%) percent of the premium;
 - (c) Extended health benefits plan as generally described below with single or family coverage. The annual employee deductible for the extended health benefits plan is \$15.00 for single coverage or \$25.00 for family coverage.
 - (i) Semi-private hospital accommodation.
 - (ii) Prescription Drug benefit (and other medical expenses) with 100% reimbursement of costs with a prescription dispensing fee cap of \$8.50.
 - (iii) Vision Care coverage (includes prescribed eye glasses, contact lenses or laser eye surgery) per person and family member per year up to \$350 every 24 months;
 - (iv) Hearing Aid provision is three hundred dollars (\$300.00) every three (3) years.
 - (v) Private Duty Nursing with a cap of \$25,000 for any three (3) year calendar period;
 - (vi) Deluxe Travel plan - 100% Region paid plan to age 65. On and after the nurse's 65th birthday, deluxe travel plan is an optional 100% employee paid plan;

(vii) Paramedical Services –Services of the following licensed, certified or registered practitioners are covered to a combined maximum of \$550 per person and family member per year.

- **Acupuncturist**
- **Chiropractor**
- **Clinical Psychologist**
- **Massage Therapist**
- **Naturopath**
- **Optometrist**
- **Osteopath**
- **Physiotherapist**
- **Speech Pathologist (Authorization by a physician or dentist.)**

(d) Dental plan as generally described below with single or family coverage. The Region shall contribute 80% of the premium costs for dental plan coverage and the nurse shall contribute the remaining 20% of the premium costs. The dental plan is administered in accordance with the Ontario Dental Association fee schedule for the year preceding the current year:

- (i) Basic Services and Supplementary Basic Services with nine month recall oral examinations for adults and six month recall for children, on a 100% reimbursement basis with a combined maximum of \$1,500 for Basic Services and Supplementary Basic Services per person or eligible family member per calendar year;
- (ii) Denture benefit on a 50% reimbursement basis with a maximum of \$1,000 per person or eligible family member per calendar year;
- (iii) Orthodontic benefit on a 50% reimbursement basis to a lifetime maximum of \$2,000;
- (iv) Restorative benefit on a 50% reimbursement basis with a maximum of \$1,500 per person or eligible family member per calendar year.

(e) A long-term disability plan providing a benefit of 66-2/3% of the nurse's regularly monthly wages to a maximum monthly benefit of \$5,000. The Region shall pay 80% of the premium costs and the nurse shall pay the remaining 20% of the premium costs.

In consideration of the Region's contribution to the benefit plans described in article 19.01 above, the Region shall retain the nurse's share of any reduced employment insurance premium for which the Region qualifies in the integration of wage loss replacement plans.

19.02 For the purpose of article 19.01, continuous service is deemed to include continuous service with the Region.

19.03 A regular full-time nurse will be given access to short-term disability benefits as detailed in the attached plan, Appendix "E" after completion of three months' continuous service as a regular full-time nurse.

19.04 The Ontario Municipal Employees' Retirement System Act, 1961-62, as amended from time to time, shall apply to full-time and eligible part-time nurses covered by this Agreement. The Region and the nurse shall contribute equally to the Pension Plan according to the requirements of the OMERS Act.

19.05 The Region shall continue to pay its portion of premiums for the benefits provided in Article 19.01 (Benefits and Pension) for a maximum of twelve (12) weeks for a nurse on Employment Insurance sickness benefit and a maximum of twenty-four (24) months from the date a nurse commences receiving long-term disability benefits. After that time, only for a nurse in receipt of long-term disability benefits will the Region continue to pay the premiums for single extended health plan coverage.

19.06 Pay While Awaiting WSIB Ruling

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

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

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

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

19.07 A nurse is required to provide two weeks' notice to the Human Resource Services Division where a change is required to be made to:

- (a) Name, address, or telephone number; or,
- (b) Marital or dependent status, benefit coverage, entitlement of exemption status.

The Region shall make the necessary change upon receipt of the written notice or the requested effective date, whichever is later, but in no case shall the effective date of change be retroactive. Nothing in this Article regarding the provision of notice in respect of a change to the nurse's information for benefits purposes diminishes the nurse's responsibility to update the Region more generally regarding any changes to the contact information under (a) above. If a change is required under (a) above, the nurse will advise her/his supervisor in writing immediately.

- 19.08 The following provisions regarding benefits will apply to a nurse who works on and after the employee's 65th birthday:
- (a) A full-time nurse who would otherwise qualify for full benefits will, in accordance with the terms of the applicable plans, continue to be eligible for:
 - (i) in respect of any regular OMERS contributions that the nurse is permitted or required to make and does make, the Region's corresponding contribution required under the OMERS plan;
 - (ii) extended health benefits (excluding 100% Region-paid deluxe travel coverage and prescription drug benefits, services or supplies where ordinarily reimbursement is available under a government-sponsored plan in the absence of coverage under a private or group benefits plans);
 - (iii) 100% employee-paid deluxe travel coverage;
 - (iv) dental benefits;
 - (v) life insurance (not including optional life insurance);
 - (vi) accidental death and dismemberment insurance; and
 - (vii) short-term disability benefits.
 - (b) A full-time nurse who would otherwise qualify for full benefits will not be eligible for the following benefits on and after the nurse's 65th birthday:
 - (i) optional life insurance or long-term disability insurance coverage;
 - (ii) 100% Region-paid deluxe travel benefits; and
 - (iii) prescription drug benefits, services or supplies under the extended health benefits plan where reimbursement is available under a government-sponsored plan in the absence of coverage under a private or group benefits plan.

For greater certainty, the benefits listed in paragraphs (i)-(iii) will cease to be provided on the first of the following month in which the full-time nurse becomes age 65.

- 19.09 If a nurse dies while in the service of the Region or is permanently disabled, thus facing her/his early retirement, the Region, will pay or cause to be paid to the nurse or to the nurse's estate the following:
- (a) The balance of salary owing to date of demise or date of early retirement.
 - (b) Payment for unused vacation allowance.
 - (c) Death and/or pension benefits due under the Workplace Safety and Insurance Act.
 - (d) Death and/or pension benefits due under OMERS.

19.10 Retirement Benefits

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

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

19.11 Early Retirement Benefits (nurses who retire before age 65)

An eligible nurse will be entitled to early retiree benefits as outlined in Appendix B.

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

19.13 (a) Regular part-time nurses shall receive seven and three-quarters per cent (7.75%) in addition to their regular hourly rate in lieu of the employee benefits provided in article 19.01 (Employee Benefits and Pension). In addition, part-time nurses shall participate in OMERS in accordance with article 19.01 (Employee Benefits and Pension).

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

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

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

It is understood that the regular part-time nurse's straight time hourly rate does not include the additional percentage in lieu of fringe benefits which shall not be included for the purpose of computing any premium or overtime payments.

ARTICLE 20 - MEAL ALLOWANCE

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

ARTICLE 21 - REGULAR PART-TIME, CASUAL AND TEMPORARY NURSES

- 21.01 (a) A regular part-time nurse is a nurse who works a regular and continuous part-time work week **of not more than 35 hours per week.**
- (b) A casual nurse is a nurse who works on **an irregular basis for not more than thirty-five (35) hours per week.**
- (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: illness, accident, leaves of absence (including pregnancy and parental leave).**
- 21.02 All articles of the Collective Agreement apply to a regular part-time nurse except where specifically excluded or amended in this article:
- (a) Separate seniority list;
- (b) Article 13 (Leave for Sickness) - leave for sickness does not apply (except for Retirement Allowance).
- (c) Article 15 (Vacations) - vacations apply on a pro-rata basis;
- (d) Hourly rate as per Appendix A (Wages – Hourly Rates and Notes).
- (e) Article 14 (Holidays) does not apply except a regular part-time nurse shall receive holiday pay in accordance with the *Employment Standards Act* for the holidays specified in article 14 (Holidays) (except floating holidays) and shall be paid time and one half (1.5) her/his normal hourly rate for all hours worked on a holiday (excluding a floating holiday).
- (f) Retiree Benefit for Part-time Nurses:
- A regular part-time nurse will be eligible for a pro-rated version of the retirement allowance (minus the paid-up life insurance policy). The nurse's year of hire will be used for the calculation of the retirement allowance.
- 21.03 The term "pro-rata basis" means the equivalent percentage that the number of days worked bears to the regular full-time work week.

21.04 All articles of the Collective Agreement apply to a casual nurse except where specifically excluded or amended in this article:

- (a) Separate seniority list;
- (b) Article 13 (Leave for Sickness) - leave for sickness does not apply.
- (c) Article 14 (Holidays) does not apply except should a nurse be required by the Region to work on any of the holidays listed in 14.01 (Holidays) (excluding a Floating Holiday), she/he shall be paid for working at the rate of time and one half (1.5) her/his normal hourly rate for all hours worked;
- (d) Article 15 (Vacations) - Eight percent (8%) of gross earnings paid on each pay;
- (e) Article 19 (Employee Benefits) - Employee benefits does not apply;
- (f) Hourly rate as per Appendix A (Wages – Hourly Rates and Notes).

21.05 (a) A casual nurse who is required to remain available for standby duty on weekends (from 4:15 p.m. on Friday to 8:30 a.m. on Monday) and/or paid holidays shall receive standby pay in the amount of four dollars and fifty cents (\$4.50) per hour for the period of standby scheduled by the Region. Such **nurse** will receive time and one-half (1.5) her/his regular pay rate for time worked during the period of standby.

- (b) When any nurse is required to standby, the Regional Corporation will pay a standby allowance of four dollars and fifty cents (\$4.50) per hour.

21.06 **A temporary nurse shall not be entitled to any provisions of the Collective Agreement except as noted below:**

Article 1 – Bargaining Unit Recognition

Article 2 – Management Rights

Article 3 – Relationship

Article 4 – No Strikes or Lockouts

Article 5 – Check-Off of Association Dues

Article 6 – Clause 6.02 and 6.06 only

Article 7 – except no grievance can be filed on any Article in the Collective Agreement other than those contained in this paragraph

Article 9 – Grievance Mediation

Article 10 – Arbitration

Article 11 – Clause 11.04 and 11.12 only

Article 12 – Leaves of Absence

Article 15 – Eight percent (8%) of gross earnings paid on each pay

Article 16 – Hours of Work

Article 17 – Rates of Pay and Classification

Article 18 – Mileage Allowance

Article 20 – Meal Allowance

Article 21 – Clause 21.01, 21.03, 21.05 (a) only

Article 22 – Clause 22.01 only

Article 23 – Professional Responsibility
Article 24 – Employee File
Article 25 – Miscellaneous
Article 26 – Duration of Agreement
Appendix A
Appendix C
Letter of Understanding #2

ARTICLE 22 - APPLICATION OF AGREEMENT

- 22.01 The provisions of this Agreement shall apply only to those nurses on the payroll of the Region at the date of the signing of the Memorandum of Settlement and to those persons who become nurses after the signing of the Memorandum of Settlement.
- 22.02 Any benefit contained in the Agreement shall be contingent upon the nurse being in actual receipt of salary from the Region and shall be pro-rated as to the period of time actually worked to the nearest full pay period or for which the nurse was actually in receipt of salary from the Region. When the nurse requests, the benefits in which she/he is enrolled under article 19 (Employee Benefits) will be continued during the time that she/he is not in receipt of salary provided she/he pays the full premium cost thereof. Benefit premium payment for nurses on pregnancy and/or parental leave shall be as set out in article 19.05 (Employee Benefits).

ARTICLE 23 - PROFESSIONAL RESPONSIBILITY

- 23.01 In the event that the Region assigns a number of clients or a workload to an individual nurse or group of nurses such that she/he or they have cause to believe that she/he or they are being asked to perform more work than is consistent with proper client care she/he or they shall:
- (a) (i) Complain in writing to the Association Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Association Management Committee shall convene a meeting of the Association Management Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - (ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Association Management Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Regional Corporation and one chosen by the other two (2) from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel shall act as Chairperson.

(iii) The Assessment Committee shall set a day to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.

(b) (i) The List of Chairpersons - Assessment Committee is attached to and forms part of this Agreement. During the term of this Agreement, the parties shall meet as necessary to review and amend by agreement the List of Chairpersons of the Professional Responsibility Assessment Committee.

(ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

23.02 Only those nurses directly involved in the complaint shall be involved in any meetings to hear the complaint.

ARTICLE 24 - EMPLOYEE FILE

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

24.02 When the annual performance appraisal is completed, the nurse will be given a copy of the document and the opportunity to sign it. She/he will also be able to identify any areas of disagreement, and to respond in writing, with a copy of such reply to be included in her/his employee file. Upon at least twenty-four (24) hours' notice, a nurse may review her/his personnel file in the presence of a Human Resources Officer.

ARTICLE 25 - MISCELLANEOUS

25.01 **The Association will assemble the Collective Agreement. The parties to the Collective Agreement agree to share the costs of printing the Collective Agreements in a format agreeable to the parties. Each nurse shall receive a copy of the Collective Agreement upon hiring.**

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

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

- 25.04 (a) It is each nurse's responsibility pursuant to the College of Nurses to ensure that their qualifications are kept current and valid, including immunization certificates or medical proof of contraindication.
- (b) **Failure to renew in a timely manner may result in temporary or permanent layoff without pay.**
- (c) All nurses shall be required to receive annual influenza vaccinations or provide certification from a certified physician that it is contraindicated as per Health Department Policy.
- 25.05 Whenever a nurse is assigned additional responsibilities precepting students, the **nurse** shall be paid a premium of one dollar (\$1.00) per hour in addition to her/his regular salary.
- 25.06 Association Representation Bulletin Boards
- (i) A bulletin board will be made available for the sole use of the Association at all fixed Health department locations. Prior to posting, the Association will have the materials approved by a Director.
- (ii) The Region shall post a copy of this agreement on the Region's intranet site.
- 25.07 Emergencies
- In the event of a Declared Emergency, nurses will be requested to work according to operational needs. Exemptions may be considered in extenuating circumstances.

ARTICLE 26 - DURATION OF AGREEMENT

- 26.01 This agreement shall be for a period of three (3) years commencing on April 1, 2017 and ending on March 31, 2020.
- 26.02 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made within the period of ninety (90) days prior to the termination date of this Agreement or any subsequent anniversary of termination.
- 26.03 Negotiations with respect to the renewal of the Agreement shall commence within fifteen (15) days of such notice, or such other time as may be agreed upon by the parties.

26.04 Retroactivity

All changes other than salary are effective the date of full ratification unless otherwise expressly provided.

Retroactivity will be paid within sixty 60 working days following full ratification on the basis of hours paid. Retroactive pay will be paid on a separate deposit.

The Region will contact former employees who have voluntarily left the Region since April 1, 2017, at their last known address on record with the Region with a copy to the union within 45 days of the date of full ratification to advise them of their entitlement to retroactivity.

Such employees will have a period of 30 days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the thirty (30) day period, their claim will be deemed to be abandoned.

DATED AT Oakville , Ontario, this 16 day of February , 2018.

FOR THE EMPLOYER

Jeff Ingram

Patricia Hewett

Maria Bohorquez

Nicole Matthews

Dorothy Barr

Lorri Peever

FOR THE UNION

Barbara Worthington

Labour Relations Officer

Lee Jewell

Linda Lambert

Cynthia Lindsay

Marie Kenel

APPENDIX A

Halton Health Programs Hourly Rates

Classification	Level	Effective	Effective	Effective
		1-Apr-17	1-Apr-18	1-Apr-19
Registered Nurse	Start	37.74	38.34	38.95
	1	39.00	39.62	40.25
	2	39.98	40.62	41.27
	3	41.03	41.69	42.36
	4	42.25	42.93	43.62
	5	43.76	44.46	45.17
	6	44.85	45.57	46.30
CD RN Specialist	Start	38.32	38.93	39.55
	1	39.60	40.23	40.87
	2	40.56	41.21	41.87
	3	41.61	42.28	42.96
	4	42.83	43.52	44.22
	5	44.33	45.04	45.76
	6	45.45	46.18	46.92
Public Health Nurse Nurse Therapist	Start	38.39	39.00	39.62
	1	39.22	39.85	40.49
	2	40.95	41.61	42.28
	3	42.12	42.79	43.47
	4	43.87	44.57	45.28
	5	45.55	46.28	47.02
	6	47.25	48.01	48.78
Nurse Practitioner	Start	48.00	48.77	49.55
	1	48.98	49.76	50.56
	2	51.18	52.00	52.83
	3	52.67	53.51	54.37
	4	54.81	55.69	56.58
	5	56.97	57.88	58.81
	6	59.05	59.99	60.95

WAGES – NOTES

1. The Region will classify nurses within the classifications as set out in Appendix A (Wages – Hourly Rates and Notes) and pay the corresponding rates of pay.
2. Nurses shall proceed from the minimum of a classification to the maximum at annual increments as outlined above until the maximum is reached.
3. The annual increments are to be effective on the individual full-time nurse's anniversary date of employment in the classification with the Region. If a full-time nurse's leave of absence without pay exceeds thirty (30) continuous calendar days during such twelve (12) month period, her/his anniversary date will be extended by the length of such absence over and above such thirty (30) days. Association leave shall not be considered absence without pay for the purpose of this Clause.
4. A Part-time nurse shall move along the wage grid after each fifteen hundred (1500) hours worked.
5. Previous pertinent experience acceptable to the Region shall be recognized to the degree of one (1) increment for each year of previous experience.

APPENDIX B

EARLY RETIREE BENEFITS

HALTON HEALTH PROGRAMS

WHO IS ELIGIBLE?

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

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

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

WHAT ARE THE BENEFITS?

Extended Health Care

- Vision Care One hundred and fifty dollars (\$150) every twenty-four (24) months.
- No semi-private hospital coverage (ward only)
- Diagnostic Services Laboratory and x-ray services performed in a hospital are covered.
- Medical Services Ambulance, medical equipment and dressings will be covered.
- Drugs based on the Ontario Drug Benefit Plan will be eligible, plus Life Sustaining Drugs with no overall maximum. The co-insurance on the drugs is eighty percent (80%) to two thousand dollars (\$2,000), then one hundred percent (100%).
- Prescription Drug Dispensing Fee will be capped at five dollars (\$5.00) and any amount over that will be the responsibility of the employee.
- Private duty nursing is covered, to a maximum of five thousand dollars (\$5,000) per year.

Dental

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

Dental Benefits include:

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

Fillings

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

Anaesthesia

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

Deluxe Travel (Out of Country Medical)

- This benefit is available optionally at the nurse's expense. The premiums will be paid in advance for six (6) month periods. This benefit is only available to nurses who have extended health care benefits prior to retirement. If not elected at retirement, this benefit cannot be elected or re-elected at a later date.

APPENDIX C

MEMORANDUM OF AGREEMENT

THE REGIONAL MUNICIPALITY OF HALTON – HALTON HEALTH PROGRAMS

COMPRESSED WORK WEEK PROGRAM

1. OBJECTIVES

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

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

2. SELECTION OF PERSONNEL

- (a) The following categories of nurses with the Regional Municipality of Halton's Health Department upon successful completion of their probationary period, shall indicate their intention in writing to their appropriate manager to be considered for the compressed work week program:
 - (i) Full-time (**permanent or temporary**) nurses;
- (b) Selection of the participants will be made in accordance with the Collective Agreement article 11 (Seniority and Job Posting). The participating nurse(s) shall continue to have all rights and privileges of the Collective Agreement between the parties.
- (c) Thirty (30) days' notice in writing is required to opt out of this program.
- (d) Thirty (30) days' notice in writing is required to opt into the program.

3. THE COMPRESSED WORK WEEK AND HOURS OF WORK

- (a) Compressed Work Week Hours of Work

In Two - "Two Week" Pay Periods

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

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

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

- (b) For those nurses who do not wish to participate in the compressed workweek, hours of work shall be as outlined in the Collective Agreement.
- (c) Time schedules shall be prepared on an annual basis by the nurses and submitted to Management for approval by no later than January 31st. Management will post the schedule by March 1st.
- (d) At the sole discretion of management, consideration will be given to: two (2) week compressed workweek proposals submitted by **nurses**. Such proposals will have no more than one day off in a two (2) week cycle and if accepted shall be subject to a periodical review by management for feasibility.

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

- (a) **It is understood that a nurse can only accumulate additional hours when working. A nurse cannot accumulate additional hours when off work due to illness, vacation, or any leave of absence provided in Article 12 of this agreement.**
- (b) **If a nurse returns to work during their Compressed Work Week Cycle, s/he will be permitted to work extra hours in order to make up hours lost due to an absence as noted in (a) above, otherwise the nurse will have her/his Compressed Work Week day off reduced based on the hours not accrued as of that date. Prior approval from management is required before exceeding 0.5 hours in a day.**

Where a nurse is off work for a period of four (4) weeks or more, s/he will be removed from the Compressed Work Week Program. Reinstatement in the Compressed Work Week program must be approved by the appropriate Manager.

- (c) A paid holiday falling on a nurse's day off will result in the nurse receiving a seven (7) hour day off with pay in either the week before or the week after the holiday within the posted two (2) "two week" pay period rotation.
- (d) Vacation time off is to be recorded in actual hours, for example, twenty (20) vacation days x seven (7) hours per day = one hundred and forty (140) vacation hours
- (e) Personal appointments are to be arranged on the participating nurse's time off except under exceptional circumstances.

5. TERMINATION

This program shall be interrupted by the end of June and resumed in early September as determined by the Association-Management Committee. During this interruption, participating nurses' hours will revert to seven (7) hours.

APPENDIX D**LETTER OF AGREEMENT****HALTON REGION – HALTON HEALTH PROGRAMS**

RE: FULL-TIME AND PART-TIME NURSES ACCEPTING TEMPORARY AND CASUAL POSITIONS

The intent of this Letter of Agreement is to ensure that no nurse will lose his or her benefit coverage or percentage in lieu by transferring to a temporary position or accepting a casual position with the bargaining unit.

For Temporary Positions

1. When full-time and part-time nurses leave their permanent job to accept a temporary position, they will retain their existing benefit coverage or percentage in lieu of benefits while in that temporary position. This letter is not intended for permanent changes in employment status.
2. It is agreed that the nurse's permanent position will be held for the term of the temporary position.

For Casual Positions

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

APPENDIX E

SHORT TERM DISABILITY PLAN

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

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

Physical or mental illnesses which prevent nurses from performing their jobs for more than two (2) consecutive working days.
3. Nurses claiming benefits of the Short Term Disability Plan for Class Two disability must provide evidence of the disability using a confidential medical report provided by the Region. Any fees charged by a medical practitioner to complete an evidence of disability form will be paid for by the nurse.

The requirement for a nurse to complete the evidence of disability form may be waived by his or her supervisor.
4. The Director of Human Resource Services may require a nurse to have an examination by a physician practitioner approved by the Region prior to a nurse receiving benefits of the Short Term Disability Plan.
5. Nurses unable to report to work because of illness or disability must notify their supervisor at the beginning of their normal work day.
6. On a nurse's fifth (5th) occasion **and all subsequent occasions** of disability in the calendar year, he/she will receive no short term disability benefits until the third (3rd) day of that absence. This will not apply if the nurse is confined to hospital, in which case short term disability pay will commence on the first working day of absence.
7. Nurses who repeatedly claim leave for disability will be investigated by a Board of Review, comprised of the Commissioner of Health or designate, the Director of Human Resource Services, and the Head of the Department concerned. The Board of Review will consider all matters relevant to the nurses' leave for disability, and will take whatever action it finds necessary with respect to the nurses' continued employment.
8. Nurses may not claim benefits under the Short Term Disability Plan if any of their absences result from illness or injury, for which the nurse is entitled to Workplace Safety and Insurance benefits, arising out of the performance of work for gain for any other Region.
9. Nurses who exhaust the benefits of the Short Term Disability Plan will have their continued employment reviewed by the Region. When nurses return to work after exhausting the

benefits of the plan, they must bring a statement from their attending physician confirming that they are capable of performing the duties of their position. The Director of Human Resource Services may require the nurse to be examined by another physician.

10. Nurses who claim paid leave for disability under this Plan and return to work must complete 140 hours worked before the benefits of the Plan are reinstated.
11. Nurses entitled to benefits of the Short Term Disability Plan on a day which is holiday, will receive holiday pay for the holiday.
12. A nurse cannot receive benefits from both the Short Term Disability Plan and Workplace Safety and Insurance for the same time.
13. All medical information will be maintained in confidence by the Region's consulting physician and Disability Management Co-ordinator.

SCHEDULE "A" TO APPENDIX E

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

APPENDIX FLIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE CHAIRPERSONS

1. Ms Ruth Schofield
McMaster University
1200 Main St. West, Room 2J24H
Hamilton, ON L9N 3Z5
Telephone: 905-525-9140 x26593
FAX: 905-570-0667
schofir@mcmaster.ca

2. Ms. Laralea Stalkie
P.O. Box 71
Camden East ON K0K 1J0
Telephone: 613-214-2038
Laraleas@gmail.com

LETTER OF UNDERSTANDING #1
LETTER OF UNDERSTANDING FOR JOB SHARING
BETWEEN
THE REGIONAL MUNICIPALITY OF HALTON
AND
THE ONTARIO NURSES' ASSOCIATION

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

1. Job sharing shall be considered on an individual basis and shall be initiated through a written application by a permanent full-time nurse who wishes to job share her/his position. Applications shall be made to the nurses Director or designate. The Region may, at its discretion limit the number of job sharing positions.
2. Only a full-time position in the bargaining unit may be job shared. Accordingly, upon the termination of a job sharing arrangement, the job-shared position will revert to a full-time position.
3. If two (2) full-time nurses wish to job share and the Region agrees, the full-time position being shared need not be posted. The vacant full-time position will be posted in accordance with this Collective Agreement.
4. An incumbent full-time nurse wishing to share his/her position may do so if agreed by her/his Director or designate. The other half of his/her full-time position will be posted and selection will be made in accordance with the criteria set out in this Collective Agreement.
5. If one of the job sharers leaves the arrangement his/her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The position must be posted in accordance with the Collective Agreement. If the remaining nurse was a full-time nurse prior to job sharing, then she/he shall be given first priority to the full-time position.
6. It is understood that the concept of Job Sharing will not cost the Regional Municipality of Halton more by having two nurses share one job than one full-time nurse working full-time.
7. The Region, the Association and the nurses involved reserve the right to assess the suitability of the job sharing arrangement after six and eleven months of the trial period.
8. Either party may discontinue the job sharing arrangement with sixty (60) days' notice. Upon receipt of such notice a meeting shall be held between parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

9. Nurses sharing a job shall be subject to all the terms and conditions of this Collective Agreement between the Region and the Association as provided for regular full-time nurses except as follows:
- (a) Each nurse shall pay regular monthly Association dues;
 - (b) Each job sharer shall accumulate a pro-rated amount of seniority normally accumulated by a regular full-time nurse;
 - (c) The total number of hours of the full-time position will be divided (i.e. 50/50 or 60/40) by the two (2) job sharers so as to equal one (1) full-time position. The division of hours of work of the full-time position between the two (2) Job Sharers shall be determined by mutual agreement between the two (2) Job Sharers and their manager. The ultimate schedules shall be subject to the approval of the nurses' supervisors;
 - (d) Vacation pay shall be pro-rated as per regular part-time nurses;
 - (e) Each job sharer shall be paid a percentage in lieu of benefits as per a regular part-time nurse, as per the Collective Agreement;
 - (f) It will be the responsibility of the job sharers to keep abreast of necessary workplace communications and activities;
 - (g) Job sharers will be paid for all hours worked, at the rate of pay that reflects their classification and level, in the salary schedule of the Collective Agreement;
 - (h) Job sharers shall be placed on the part-time seniority list;
 - (i) Where required, both job sharers will cover each other's vacations, and short term illnesses not exceeding two days. Job sharers will not be required to cover for their partner in cases of absence exceeding thirty (30) days. If because of unavoidable circumstances one cannot cover the other, the manager must be notified to arrange coverage.

EVALUATION OF JOB SHARING PROGRAM

Representatives from the Association and Management will meet as necessary for the purpose of evaluating the program.

The following aspects of service delivery activities will be taken into consideration: There may be others,

1. Delivery of services to clients and the community.
2. Region and nurse satisfaction.
3. Opportunity to attend professional courses offered in the community.
4. Sick time and absenteeism.
5. Shared attendance at team meetings by each participant.

LETTER OF UNDERSTANDING #2
LETTER OF UNDERSTANDING FOR “ON CALL” ARRANGEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF HALTON
AND
THE ONTARIO NURSES’ ASSOCIATION

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

The on call arrangements are as follows:

1. Weekend on call will be from 4:30 p.m. on Friday to 8:30 a.m. on Monday. When a holiday falls on any weekend (i.e. Monday through Friday) on call will be from 4:30 p.m. on the workday preceding the holiday to 8:30 a.m. of the next regular workday. Nurses will self-schedule to ensure equitable distribution of on-call duty.
2. The on call nurse will receive compensation at the rate of four dollars and fifty-cents (\$4.50) per hour of on call duty. The standby rate shall be six dollars and fifty-cents (\$6.50) per hour on paid holidays designated in article 14.01 (Holidays), excluding floating holidays
3. If the on call nurse is called out for a situation that cannot be managed by telephone, overtime will be paid in accordance with article 16.02 (Hours of Work) of the Collective Agreement. The overtime begins when the nurse departs for the call and ends when the nurse returns from the call with a minimum payment of three (3) hours. The nurse will not receive the base hourly on call compensation rate of four dollars and fifty-cents (\$4.50) per hour while receiving overtime compensation.
4. The nurses will have the option of taking overtime as pay or equivalent lieu time. The time must be taken within the calendar year unless such time is accumulated in the month of December, then the time shall be allowed to be carried over into the next year.
5. Compensation for time spent responding to “at home” phone call(s) shall be compensated at overtime rates for the actual time of the call(s) to the next increment of thirty (30) minutes.
6. “At home” time worked includes receiving and making business telephone calls, research and documentation of such telephone calls.
7. Mileage compensation to respond to on site investigations will be calculated from the nurse’s home and return.

LETTER OF UNDERSTANDING #4
LETTER OF UNDERSTANDING FOR REGISTERED NURSES WHO ATTAIN PUBLIC
HEALTH NURSING QUALIFICATIONS

BETWEEN

THE REGIONAL MUNICIPALITY OF HALTON

AND

THE ONTARIO NURSES' ASSOCIATION

Whereas the following nurses are employed as registered nurses in the Health Department:

Lynn Doherty
Sonja Gallant
Lee Jewell
Carolyn Madill
Joanne Orr
Jane Power

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

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

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

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

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

