

COLLECTIVE AGREEMENT

BETWEEN:

THE REGIONAL MUNICIPALITY OF WATERLOO
(Region of Waterloo Public Health)
(hereinafter referred to as “the Employer”)

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Union")

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TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
ARTICLE 1 – PURPOSE AND RECOGNITION	1
ARTICLE 2 – REPRESENTATION AND UNION SECURITY.....	3
ARTICLE 3 – MANAGEMENT RIGHTS.....	7
ARTICLE 4 – NO STRIKES OR LOCKOUTS	8
ARTICLE 5 – NO DISCRIMINATION	9
ARTICLE 6 – SENIORITY.....	11
ARTICLE 7 – JOB VACANCIES	21
ARTICLE 8 – SALARIES	25
ARTICLE 9 – HOURS OF WORK AND OVERTIME	27
ARTICLE 10 – HOLIDAYS.....	35
ARTICLE 11 – VACATIONS	40
ARTICLE 12 – SICK LEAVE – PERMANENT FULL-TIME NURSES	45
ARTICLE 13 – CAR ALLOWANCE.....	48
ARTICLE 14 – GRIEVANCE PROCEDURE	49
ARTICLE 15 – DISCHARGE AND SUSPENSION	52
ARTICLE 16 – ARBITRATION.....	53
ARTICLE 17 – LEAVE OF ABSENCE	55
ARTICLE 18 – BENEFIT PLANS.....	64
ARTICLE 19 – TERMINATION OF EMPLOYMENT	70
ARTICLE 20 – CORRESPONDENCE	71
ARTICLE 21 – DURATION OF AGREEMENT	71
APPENDIX "A" – SALARY SCHEDULE	73
LETTER OF UNDERSTANDING #1	81
RE: Prepaid Leave Plan	81
SCHEDULE 1 – PREPAID LEAVE PLAN.....	83
LETTER OF UNDERSTANDING #2	89
RE: PART-TIME - OMERS Plan	89
LETTER OF UNDERSTANDING #3	90
RE: Voluntary Exit Option (V.E.O.) and Divestment of Programs from the Region	90
LETTER OF UNDERSTANDING #4	98

RE: Job Sharing	98
LETTER OF UNDERSTANDING #5	100
RE: Entry to Practice Requirements.....	100
LETTER OF UNDERSTANDING #6	101
RE: Professional Issues	101
LETTER OF UNDERSTANDING #7	103
RE: Recruitment of Nurses – Temporary Registration	103
LETTER OF UNDERSTANDING #8	108
RE: Immunization Programs	108
LETTER OF UNDERSTANDING #9	112
RE: Compressed Work Week Arrangement.....	112
LETTER OF UNDERSTANDING #10	119
RE: Positions fulfilling Weekend Work requirements in Public Health	119
LETTER OF UNDERSTANDING #11	124
RE: Health Promotion and Research Analyst (Formerly Public Health Planner P.H.P.)	124
LETTER OF UNDERSTANDING #12	127
RE: Frozen Sick Banks For Part-Time Nurses.....	127
LETTER OF UNDERSTANDING #13	129
RE: Job Differential	129
LETTER OF UNDERSTANDING #14	131
RE: Alternative Work Arrangements	131

ARTICLE 1 – PURPOSE AND RECOGNITION

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Union. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.02 The Employer recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed by the Employer in the Region of Waterloo Public Health, save and except Managers/Facilitators and persons above this classification.
- 1.03 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the Union's duly chartered bargaining unit, namely: Local #015 - Ontario Nurses' Association.
- 1.04 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

1.05 Nurses shall be defined as follows:

(a) Full-time:

A nurse who works thirty-five (35) hours per week as per a written letter of offer. Permanent full time nurses who accept a temporary full time assignment will not have their full time status changed.

(b) Temporary Full-time:

A nurse who is engaged in a fixed term or task on a full-time basis. Such fixed terms or tasks will be greater than six (6) months in length and will not normally exceed a thirteen (13) month period, unless the parties agree otherwise in writing.

(c) Regular Part-time:

A nurse who works no less than fourteen (14) hours per week and no more than twenty-eight (28) hours per week as per a written letter of offer. Regular part-time nurses have access to the lay-off and bumping procedures of the Collective Agreement as per Article 6.04.

(d) Temporary Regular Part-time:

A nurse who temporarily works no less than fourteen (14) hours per week and no more than twenty-eight (28) hours per week as per a written letter of offer with an end date.

(e) Casual Part-time:

A nurse whose written letter of offer does not contain any guarantee of hours of work and who may be called to work as and where required.

Casual part-time nurses may work for a fixed term or task not to exceed six (6) months. Casual nurses must make themselves available for a minimum of one (1) shift every three (3) months. Casual part-time nurses do not have access to the bumping and layoff provisions as per Article 6.04.

Should a nurse accept a casual part-time position after retiring from the Region that nurse will not be required to fulfill a probationary period.

- 1.06 Without restricting its right to determine the methods by which municipal services are provided, the Region agrees that no permanent nurse shall be laid off from work as a direct result of the Region exercising its right to contract out.

ARTICLE 2 – REPRESENTATION AND UNION SECURITY

- 2.01 The Employer agrees to recognize the following representatives of the Union:
- (a) A Negotiating committee which shall be composed of not more than five (5) Union members.
 - (b) A Grievance committee which shall be composed of not more than four (4) Union members.

- (c) Not more than five (5) Union Representatives to assist nurses in the presentation of any complaints or grievances that may arise if the union representatives' assistance is requested by the aggrieved nurse.

- 2.02 Meetings of a Union/Management committee comprised of a maximum of five (5) nurses and an equal number of Employer representatives may be held as required at times to be mutually arranged, but not normally more often than once a month. The party requesting the meeting shall make a request in writing and shall at the same time advise the other party of the matters it wishes to discuss. Every effort will be made to meet within thirty (30) calendar days of receipt of the request. Such meetings are for the purpose of discussing matters of mutual interest. It is not the intent of this provision to replace or circumvent the grievance procedures.
- 2.03 The Union shall have the right at any time to have the assistance of a representative or a consultant of the Ontario Nurses' Association.
- 2.04 It is recognized that the Labour Relations Officer is the signing authority on any and all documents related to bargaining unit matters.
- 2.05 The Union will provide the Employer with the names of its officers, committee members and Union representatives and shall keep such lists up-to-date at all times.
- 2.06 The Union acknowledges that the Union representatives and any committee members will be required to perform their regular duties and will not leave their regular duties

without first obtaining permission from their immediate Supervisor, and will report back to their immediate Supervisor upon their return. Any Union representative who is granted time off during their regular work period to adjust a grievance or possible grievance, or meet with the Employer's representatives on Union business, shall be paid for such time at their regular rate, not to exceed their regular daily hours of work.

- 2.07
- (a) The Employer will deduct from each nurse's pay covered by this Agreement, a sum equal to the designated Union dues. The Employer will remit the deducted dues to the Ontario Nurses' Association monthly. These dues shall be accompanied by a list as prescribed by the Union, including all active and non-active nurses and their Social Insurance numbers, from whose wages the deductions have been made. The Union shall indemnify and save the Employer harmless with respect to any liability for all dues so deducted and remitted.
 - (b) For new nurses such deductions shall commence on the first pay day in the calendar month following the month in which the nurse is hired.
 - (c) Deductions will not be made from any nurse unless the nurse receives at least one day's pay or a minimum aggregate of seven (7) hours pay, in a calendar month.
- 2.08
- It is understood that refusal by the Union to accept a nurse as a member or to continue a nurse's membership or refusal of a nurse to join or continue membership in the Union will not necessarily be cause for dismissal by

the Employer.

- 2.09 The Employer will provide newly hired nurses a copy of the Collective Agreement.
- 2.10 The Employer will notify the bargaining unit president in writing, quarterly, of the names and classifications of all new nurses hired the previous quarter as well as any change in status of existing nurses. A Union representative shall be given an opportunity to meet with each newly hired nurse within regular working hours and without loss of pay for a maximum of fifteen (15) minutes for the purpose of discussing the benefits and duties of Union membership.
- 2.11 Under the Occupational Health and Safety Act, there is to be an Occupational Health and Safety committee, to examine all health and safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment.
- 2.12 The Employer will grant permission to the Union to hold meetings on the Employer's premises, in accordance with the Occupants Handbook.
- 2.13 The Employer will provide ONA with access to a room with a telephone, upon request from the Bargaining Unit President, or designate, provided a room is available.

The parties agree that the intent of the Employer in providing access to a room is to allow the Bargaining Unit President, or designate, to meet with individual nurses or small groups of nurses:

- (a) in accordance with Article 2.05, or where it is

appropriate to approve time off,

(b) during breaks or the lunch period.

2.14 Where a nurse is required to attend any investigation meeting, or a meeting concerning nurse performance issues, at which disciplinary action may be discussed, the nurse will be informed of the purpose of the meeting and their option to be accompanied by a Union representative.

2.15 Where the Employer and the Union agree to utilize the assistance of an external mediator/facilitator, the parties will jointly participate in evaluating the effectiveness of each mediator/facilitator with a view to determining their suitability for additional appointment.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes the right of the Employer, subject to the terms of this Collective Agreement to:

(a) operate and manage its business in all aspects in accordance with its responsibilities and the right, powers and functions conferred upon the Employer by statute;

(b) maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices to be observed by the nurses. The Employer recognizes that the foregoing is subject to the right of the nurses concerned to lodge a grievance in the manner and extent herein

provided;

- (c) select, hire, discipline, discharge, transfer, assign hours of work, assign to shifts and schedule overtime, promote, demote, classify, lay off, recall, suspend and retire nurses, and select nurses for positions excluded from the bargaining unit, provided that no nurse shall be transferred out of the bargaining unit against the nurse's wishes and, further provided that a claim of discriminatory promotion, demotion, transfer, classification, early retirement, discipline or suspension, or a claim by a nurse of being discharged without cause, may become the subject of a grievance and be dealt with as herein provided;
- (d) direct the working forces, the right to plan, direct and control the operations of the Employer, the right to introduce new and improved methods and facilities, the equipment, the amount of supervision of personnel necessary, the number of nurses to be employed, the work schedules, the establishment of standards of quality, the extent of the Employer's operations and the increase or decrease in employment arising therefrom, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

- 4.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the

Labour Relations Act.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Employer and Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced by the Employer or by the Union or by any of their representatives with respect to any nurses by reason of race, colour, age, sex, sexual orientation, marital status, national origin, political or religious affiliation, nor by reason of their membership or non-membership in the Union nor by reason of their being active or non-active on behalf of the Union.
- 5.02 No nurse will conduct Union activities on the Employer's premises except as specifically permitted by this Agreement or with the permission of the Commissioner, Human Resources and Citizen Service or designate.
- 5.03 The Employer and the Union recognize their joint duty to accommodate disabled nurses to the point of undue hardship in accordance with the provisions of the *Ontario Human Rights Code*.

Modified Work/Return to Work Programs

The Employer and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their safe return to work.

The parties undertake to provide safe and meaningful employment for all nurses based on the following

objectives and principles:

- (a) to restore an ill or injured nurse to her/his fullest possible occupational and economic capacity,
- (b) to provide a nurse with an effective setting for work accommodation and work rehabilitation following illness or injury,
- (c) to accommodate and /or rehabilitate an ill or injured nurse in her/his original position wherever feasible or to accommodate the nurse in another position within her/his capabilities and /or limitations,
- (d) a nurse participating in this program will be paid the applicable hourly rate in accordance with the Collective Agreement,
- (e) upon request, the Employer shall notify the Union of all nurses off work due to an injury or returning on modified duties,
- (f) the Union will be involved in all meetings to establish or formally review a modified work / return to work program for a nurse.

5.04 Should the Employer require nurses to obtain a Police Records Check, the Employer shall reimburse the full cost associated with obtaining such Police Record Check to the nurse(s).

Should the Employer require nurses to obtain a Police Records Check the information provided in the Police Records Check shall only be considered if it impacts on the bona fide occupational requirements of the position.

The Police Records Check will only be viewed by Human Resource Associates, Labour Relations staff or Directors in the Human Resources and Citizen Service Department. It will be placed in a sealed envelope in the nurse's personnel file.

ARTICLE 6 – SENIORITY

- 6.01 (a) New nurses shall be considered probationary nurses until they have completed five (5) continuous months of service or for one hundred (100) actual days worked inclusive of any specified holidays whichever is the greater. Upon being appointed to the permanent staff, their name shall be placed on the seniority list and their seniority shall date back to their date of last hire.

With the written consent of the Employer, the probationary nurses and the Bargaining Unit President or designate; such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional thirty (30) days worked and, where requested, the Employer will advise the nurse and the Union of the basis of such extension with recommendations for the nurse's professional development.

- (b) No grievance may be submitted under this Agreement concerning the termination of

employment for any reason or layoff of a probationary nurse. A written explanation of the termination will be provided if the nurse makes a written request to the Commissioner, Human Resources and Citizen Service or designate in writing within five (5) work days of the termination. A copy of the written explanation will be provided to the Union.

- 6.02 (a) The Employer shall maintain a seniority list showing the effective seniority date and date of hire for each permanent nurse. An up-to-date copy of this list will be **posted and** given to the Union **on May 1 and November 1** of each year. Nurses shall have ninety (90) calendar days from the date **of being posted** to notify the Commissioner, Human Resources and Citizen Service or designate, in writing, of any errors etc. to changes or additions noted since the previously posted list.
- (b) Seniority for part-time nurses shall be calculated on total hours paid and on the basis that 1400 hours equals one (1) year of full-time service.
- (c) Seniority shall be interchangeable from full-time to part-time and vice versa, subject to the conditions as set forth in this Collective Agreement.

In the event that nurses who have not completed their probationary period transfer to another classification such nurses must complete both the probation period remaining (as outlined in the applicable sections of existing clause 6.01 and 6.03) and the trial period of up to fifty (50) work days (as outlined in existing clause 7.03). Both the

remaining probation period and trial period shall run concurrently.

- (d) Temporarily employed nurses retained for a period of more than thirteen (13) continuous months shall automatically be posted to the permanent staff and shall be credited with seniority standing from their last date of hire with the Employer.

6.03 The following will apply to a temporary employed full-time nurse who is appointed to the permanent staff but before the expiry of thirteen (13) continuous months of temporary full-time service and without interruption of such continuous service:

- (a) If more than 5 continuous months or one hundred (100) actual days fully worked, subject to Article 6.01 (a), the nurse shall become a permanent full-time nurse on the effective date of the permanent appointment, and shall be credited with seniority standing from the date of last hire as a temporary full-time nurse.
- (b) If less than one hundred (100) actual days fully worked, subject to Article 6.01 (a), the actual days fully worked will be totalled, and this total will be deducted from one hundred (100) and the remaining days will be the amount of actual days to be worked by the nurse to complete their probation period. Such period will be made known to the nurse and to the Union, if so requested in writing to the Commissioner, Human Resources and Citizen Service or designate.
- (c) Upon satisfactory completion of the probation

period left after transfer to permanent staff, the nurse will be credited with seniority standing from the date of last hire as a temporary full-time nurse.

6.04 Layoff and Recall

- (a) i) Seniority shall operate and govern on a bargaining unit wide basis. Layoff and recall shall be based on seniority provided the senior nurse already possesses the necessary qualifications, ability and competence to perform the work available.
- ii) A nurse who is laid off has the following options:
 - A) elect a Voluntary Exit package (where applicable and when available)
 - B) retire under the conditions and terms of the OMERS Pension Plan
 - C) accept the layoff
 - D) exercise her bumping rights.
- iii) Further to 6.04 (a) ii) D). above, a nurse exercising her bumping rights may:
 - A) bump from full-time to part-time or vice versa
 - B) a full-time nurse may bump into more than one part-time position, provided that the requirements of the individual

positions can be met and providing the combined total of the part-time positions does not exceed one (1) full-time equivalent position.

- C) if a part-time nurse bumps into a full-time position, she must accept all of the full-time position.

- iv) In the event of a layoff, the parties agree the most junior nurse in the affected classification will be the first to be laid off from the area where the reduction occurs. The laid-off nurses shall be permitted to bump the most junior nurse in a classification in a program area provided the nurse possesses the necessary skill and ability to perform the work available within a ten (10) work day orientation period and no training. The orientation period shall provide an opportunity for the Employer to advise the nurse who is bumping of any particular requirements, procedures or aspects of the job, to become familiar with the job processes and requirements, and shall not be construed as a trial period.

- v) In the event of a permanent layoff, as defined in the Employment Standards Act, laid-off nurses must exercise their bumping rights as soon as possible and within **ten (10)** work days from the date they are notified of the layoff. The most junior bumped nurse will be laid-off no later than **five (5)** work days after being bumped.

- vi) In the event of a temporary layoff as defined in the Employment Standards Act, nurses to be laid-off will receive a two (2) work day notice period. On the first day of the notice period, the laid-off nurses must give their intention of the position(s) they wish to bump into, and the resulting layoff will take place no later than the end of the two (2) work day notice period.
 - vii) If the nurses to be laid-off did not successfully bump in accordance with v) or vi) above within the stated time limits, then they will take the layoff in accordance with the date indicated on the notice.
 - viii) Where a B.Sc.N. or P.H.N. successfully bumps into a lower paid classification, they shall be placed on the lower salary grid and at the same experience level they held at the time of the bump.
- (b) The Employer will give the Union **no less than sixty (60) days' notice where possible** of any layoff of full-time and regular part-time nurses with seniority.
 - (c) In the event that a layoff of nurses is required, the Employer reserves the right to determine the numbers and ratio of full-time and part-time nurses.
 - (d) Probationary nurses in the position affected will be terminated prior to any layoffs occurring in the bargaining unit.
 - (e) No temporary nurses hired from outside the

Employer will continue to be employed while any permanent nurses are on layoff.

- (f) Casual part-time nurses will not be utilized while qualified full-time and part-time nurses are on layoff.
- (g) Union representatives may be present at all steps of the layoff process.

6.05 Where the length of seniority is the same, a random draw will decide the most senior nurse.

6.06 (a) Unless otherwise provided in this Agreement, if a permanent nurse is absent from work because of layoff, they shall not lose seniority but shall not acquire seniority after the first thirty (30) continuous calendar days of such layoff or authorized leave of absence. Nurses absent from work on paid sick leave due to illness or accident, will continue to accumulate seniority.

- (b) Should a vacancy occur while a nurse is on layoff, after the job posting provisions have been complied with, a nurse on layoff will be given the first opportunity to return to duty provided she already possesses the necessary qualifications, ability and competence to perform the work available and subject to all applicable seniority clauses before a new nurse is hired.

6.07 Seniority status once acquired by nurses will be lost and their names removed from the seniority list and their employment terminated for any of the following reasons:

- (a) voluntary resignation;
- (b) discharge for cause not reversed through operation of the grievance procedure;
- (c) continuous absence including layoff, but not including sickness or accident, for a period of time equal to the length of the seniority at the time of the layoff, or for a period of twelve (12) months, whichever is the lesser;
- (d)
 - i) A nurse on layoff as defined in the Employment Standards Act, who fails to contact the Employer within three (3) work days following the day of receipt of notification of recall from layoff given by the Employer by means of a registered, certified or hand delivered letter to the last address provided by the nurse to the Human Resources and Citizen Service department.
 - ii) If a nurse does properly contact the Employer within the three (3) work day period, she must signify one of the following options:
 - A) that she intends to return to work in which case she must report for work within ten (10) work days following the day of receipt of the notification to return.
 - B) that she is unable to return to work within the prescribed ten (10) work day period for a legitimate reason acceptable to the Employer. In this case, her name will not be struck from the seniority list, however,

her name may be passed over, and the next in line in seniority may be recalled.

iii) These time limitations may be extended in writing for valid reasons such as sickness certified by doctor's certificate, death in the immediate family, accident, and other legitimate reasons acceptable to the Employer;

(e) Absence from work without a reasonable excuse for a period of more than three (3) continuous work days.

(f) Casuals who fail to meet or submit their required availability as per Article 1.05 (e).

6.08 (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than fifteen (15) months shall retain but not accumulate seniority.

If the assignment exceeds thirty (30) working days, a nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

The nurse shall not continue to pay dues and shall not be involved in any disciplinary process against a member of this 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 or he will lose all seniority held at the time of transfer.

A nurse who loses seniority under this provision, may only return to a position in the bargaining unit as an external hire and the nurse's seniority will commence from the date of her or his return to the bargaining unit.

- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Bargaining Unit President of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to this Article and/or Article 8.03, the date the assignment commenced, the area of assignment and the duration of such assignments.

6.09 For all provisions of this Agreement, seniority shall commence and accumulate from the date a nurse was last employed by the Regional Municipality of Waterloo or the Region of Waterloo Public Health or any of the participating boards in any amalgamation.

6.10 The Employer agrees to give as much advance notice as is reasonably possible, of any technological change(s) affecting nurses in the bargaining unit and will, if so requested in writing, meet with the Union to discuss such change(s).

At least thirty (30) calendar days notice will be given to the Union if any such change(s) displaces an existing permanent nurse(s).

- 6.11 (a) In order that the operations of the Union will not be disorganized when lay-offs are being made, members of the bargaining unit executive i.e. President, Local Co-ordinator, Vice-President, Secretary and Treasurer, be the last nurses laid-off during their term of office, as long as full-time employment for which they already possess the necessary qualifications, ability, and competence is available.
- (b) In the case of a change in the bargaining unit's executive during a layoff, written notice of the change shall be given to the Employer and the Employer shall have five (5) work days from the receipt of the written notification to make any changes necessary to apply this clause to the new bargaining unit executive, and to terminate its application to the person(s) removed from the executive. If any notice to any person being laid off as a consequence, is required by legislation, the period of notice will be in addition to the five (5) work days, specified herein, and layoff(s) and recall(s) will not be effective until expiry of the notice period required by legislation.

ARTICLE 7 – JOB VACANCIES

- 7.01 (a) Any new or vacant position of employment of six (6) months or more becoming available will be posted for not less than five (5) work days, excluding the

day of posting, prior to filling of the position. Such notices will be posted in each of the area offices.

- (b) In cases where qualifications, ability and competence are equal, seniority will be a deciding factor when decisions are made with regard to promotion and transfer.
- (c) i) The most senior applicant may request a written explanation why she was not selected if a written request is submitted to the Hiring Manager within five (5) work days of being notified of being unsuccessful.
- ii) Any applicant may request constructive feedback from the hiring manager.
- (d) Where a vacancy has remained unfilled for a period of six (6) months from the date of the initial posting, and the Employer still requires the position to be filled, it will be reposted as per Article 7.01 (a). However, if the Employer determines that the position is not to be filled they will notify the Union in writing and will give the reason why.
- (e) The Employer will endeavour to notify the Union in writing if a vacancy is not to be filled within six (6) months.

7.02 The Employer may temporarily assign a nurse to a position which qualifies for posting as above, until the posting and/or external procedure has been complied with, and arrangements have been made to place the successful applicant in the permanent position.

- 7.03 (a) If the incumbent proves unsatisfactory to the Employer, or the successful applicant wishes to return to their former position, during the trial period of up to fifty (50) actual days worked, or such longer period as may be mutually agreed upon in writing between the Commissioner, Human Resources and Citizen Service or designate, and the Union, they shall be returned to their former position without loss of seniority, and the filling of the subsequent vacancies will likewise be reversed. Nurses electing to return to their former position within the trial period may not be considered for another posted position in accordance with Article 7.03 (b).

If a newly hired nurse filled the position vacated by the incumbent that nurse will be terminated if no other suitable vacancy is available.

- (b) It is agreed that successful applicants of the job bidding procedure who apply for another posted position within twelve (12) months of their start date in their existing position may or may not be considered at the Employer's discretion.

- 7.04 Written requests for a delayed start date will be submitted to the Program Manager or designate with an explanation. Such requests may or may not be granted. A written reply will be given to the nurse. Any extension granted will not exceed a once only maximum period of thirty (30) calendar days except at the discretion of the Employer.

- 7.05 (a) Temporary vacancies, such as those caused by a nurse's absence owing to accident, injury, illness, vacation, leaves of absence and temporary transfer, shall be posted. Such temporary vacancies may be filled at the discretion of the Employer for a period not to exceed **eighteen (18)** months. If a temporary vacancy still exists at the end of the **eighteen (18)** month period, it shall be posted and filled in accordance with the seniority provisions of this Collective Agreement unless an extension has been mutually agreed upon. The nurse filling such temporary vacancy shall be reinstated to her former position upon completion of the temporary vacancy unless the position has been discontinued, in which case Article 6 shall apply.
- (b) Nurses returning from extended absence due to illness or accident of greater than a twelve (12) month period, will have the right to return to the position previously held and the permanent nurse currently in the backfill position regardless of their seniority will return to their former position unless the position has been discontinued, in which case Article 6 shall apply.

7.06 New Assignments/Projects

- (a) Where time permits new assignments or projects shall be communicated to program teams. Team members may express their interest to their Program Manager.
- (b) Where multiple expressions of interest are received for assignments, decisions about assignments will

be based on indication of interest, skills and abilities, time availability, and all else being equal, seniority.

ARTICLE 8 – SALARIES

- 8.01 Classifications and salary rates are attached as Schedule "A" and forms part of this Collective Agreement.
- 8.02 Should an Agreement not be reached by the expiry date of the contract, the existing salaries and increments shall continue to be implemented. When a final agreement is reached there shall be retroactivity of salary adjustments.
- 8.03 (a) Where a new or changed classification is initiated by the Employer, the work, position title and salary rate shall be established by the Employer and further implemented. The Employer shall, within six (6) work days, notify the Union by registered mail, or hand delivered, of the action taken. If no formal protest is lodged in writing by the Union within thirty (30) calendar days of the date of such notice, the new or changed classification shall become a modification of Schedule "A". If a formal protest is made, the parties shall meet to resolve any differences. Failing settlement the dispute may be submitted to arbitration in the same manner as a grievance.

- (b) The Employer shall advise the Bargaining Unit President of new or changed job descriptions by sending a copy of the job description to the Union at least one week prior to advising the affected nurses.

8.04

- (a) The following is the method used to determine service credit, since the last date of hire, for purposes of positioning on the salary range:
 - i) all continuous service shall be retained and transferred with the nurse if she changes her status from full-time to part-time and vice versa.
 - ii) a part-time nurse who changes status either temporary or permanent full-time will be given credit on the basis of fourteen hundred (1400) paid hours of part-time being equivalent to one (1) year of full-time service and vice versa.
 - iii) in addition, a nurse who is so transferred will be given credit for paid hours accumulated since the date of last advancement.
- (b) Nurses who are continuously absent unpaid for more than thirty (30) continuous calendar days, excluding those nurses on pregnancy or parental leave, shall have their next anniversary increase postponed by the period in excess of thirty (30) continuous calendar days.
- (c) Annual increments for full-time nurses shall be paid on their anniversary date.

- (d) Annual increments for part-time nurses shall be paid on the completion of each 1400 hours paid. For clarity, hours worked at overtime premium rates will be credited as straight time hours.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

- 9.01 (a) The normal work day shall be seven (7) hours, with one (1) hour for lunch, between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday. Nurses may request to modify their work day from the normal work day. Such change must be at the discretion of the appropriate Manager.

NOTE: The compressed work week scheduling is dealt with under a separate provision of this Collective Agreement.

It is recognized that the manager has the right to assign work. The normal work day may be altered within the hours of 8:00 a.m. to 10:00 p.m. Monday to Thursday upon mutual agreement of the nurse and the manager. The nurse will not unreasonably withhold her agreement to the manager's assignment of work that requires an altered day. Where mutual agreement is not possible, the altered day will be assigned on a rotational basis based on reverse seniority among qualified members within the program.

- (b) Where a nurse has an obligation to provide service outside the hours of the normal work day, she will make every effort to alter her day to avoid accumulating overtime hours. When the nurse

believes her work responsibilities do not allow her to alter her day, she will consult with the manager of the program to explore alternatives. Following consultation with the nurse, where the manager agrees that there is a need for additional hours to address work responsibilities, a request to accumulate overtime will not be unreasonably denied.

- (c) Except in the event of a short notice illness or an unexpected situation, a request by a manager for a nurse to alter her day on an occasional basis will be made with a minimum of one (1) week's notice. The personal circumstances of the nurse will be given every consideration and alternatives explored prior to a final assignment by the manager.
- (d) The Employer will ensure that no nurse is required to alter their day more than twice in a week. It is agreed that Flu Clinics and Outbreak situations will be an exception to this restriction. All other situations that might arise will be discussed with the Union, which shall not unreasonably withhold its agreement. The Employer will not schedule any nurse to work a split shift.

9.02 After Hours Premium

A nurse shall be paid a premium of one dollar and sixty cents (\$1.60) for each hour worked after 5:00 p.m. to 8:00 a.m. Monday to Friday.

Nothing shall disentitle a nurse to payment of this premium while being paid overtime premium hourly rates.

For clarity, nurses working any hours that are part of their compressed work week schedule; or nurses on standby; or nurses who have altered their day for personal reasons (not to accommodate the work of Public Health), will not be entitled to the premium.

9.03 (a) Authorized hours of work beyond the normal work day or beyond the normal work week will be compensated at one and one-half (1½) times the regular hourly rate of pay for each hour worked or compensating time off on the following basis:

i) all other compensating time off shall be on a time and one-half (1½) basis.

ii) In calculating the normal work week, a paid holiday will be considered time worked, but time worked for which an overtime premium applies will not be included in the calculation. Compensating time off incurred on a paid holiday shall be computed and include travelling up to a maximum of one (1) hour.

iii) Full-time

The maximum amount of compensating time off which may be accumulated at any given time is the equivalent of thirty-five (35) hours. Should nurses accumulate more than the thirty-five hour maximum, the excess hours shall be paid and time shall not be taken. It is the intent of the foregoing that overtime premium will only be paid for time actually worked in excess of seven (7) hours in the day. If compensating time off is taken it shall

be arranged at a mutually convenient time of the nurse and the Manager.

- (b) i) Part-time nurses will receive overtime at time and one-half (1½) their regular hourly rate of pay for all continuous hours worked beyond seven (7) hours exclusive of the unpaid meal period unless the nurse chooses to utilize the time as compensating time in (ii) below.

ii) Regular Part-time and Job Share

The maximum amount of compensating time off which may be accumulated at any given time is the equivalent of seven (7) hours. Should nurses accumulate more than the seven (7) hour maximum, the excess hours shall be paid and time shall not be taken. It is the intent of the foregoing that overtime premium will only be paid for time actually worked in excess of seven (7) hours in the day. If compensating time off is taken it shall be arranged at a mutually convenient time of the nurse and the Manager.

- (c) Where a nurse works three (3) or more continuous hours, continuous with the regular work day, the nurse shall be eligible for a meal allowance of eleven dollars (\$11.00).

(d) Stand-by

Any nurse who is required to be on stand-by duty shall be paid three dollars (\$3.00) for each hour of stand-by duty. Part hours shall be paid on a pro-

rata basis. Stand-by assignments will be distributed as equitably as possible amongst any nurses assigned such standby, utilizing first such nurses who volunteer and then assigning on the basis of reverse seniority.

- i) Nurses on stand-by that are called in after going home, shall receive time and one-half (1½) their regular hourly rate of pay for all hours worked with a minimum of three (3) hours pay.
- ii) Nurses on stand-by that respond to an issue by telephone, shall receive a minimum of three (3) hours pay at time and one-half (1½) their regular hourly rate of pay for that day. In addition, if the total time spent responding to the issue(s) is greater than three (3) hours that day the nurse shall receive time and one-half (1½) their regular hourly rate of pay in 15 minute increments for the additional time spent responding to the telephone call(s).

- 9.04 Overtime premiums will not pyramid under any circumstances.
- 9.05 Nurses will not be laid off during their scheduled hours of work for the sole purpose of avoiding overtime pay.
- 9.06 The Employer will not initiate the splitting of shifts. Should a nurse request to split she/her shift, such request may be considered and approved at the Employer's discretion.

- 9.07 Normal hours of work, are stated only for calculating overtime and shall not be construed as a guarantee of any minimum or any maximum hours to be worked and the Employer does not guarantee to provide employment or work for normal hours or for any other hours.
- 9.08 Nurses who are unable to assume their normal duties on any work day, must notify their Manager prior to the commencement of their regular shift.
- 9.09 Nurses who report for work as scheduled or requested and for whom no work is available shall be paid for all hours worked with a minimum guarantee of three (3) hours.
- 9.10 Nurses may acquire additional hours as follows:

Where there are additional hours available in a program, regular and temporary part-time nurses in that program shall first be notified of the opportunity and interested nurses shall then be assessed to determine their ability and availability to perform the additional hours. The Employer will endeavour to offer additional hours on a rotational seniority basis. If a need for additional hours still exists, the hours shall be offered to casual part-time nurses in that program.

Further, when the existing hours can not be absorbed by the existing pool of nurses in that program (and such work is not required to be posted i.e. a vacant position), all regular and temporary part-time nurses in the remainder of the department shall be notified of the opportunity and interested nurses shall then be assessed to determine their ability and availability to perform the additional hours. The Employer will

endeavour to offer additional hours on a rotational seniority basis. If a need for additional hours still exists, the hours shall be offered to casual part-time nurses in the department.

Notwithstanding the above, regular and temporary part-time nurses are not intended to work more than twenty-eight (28) hours per week on a regular basis.

9.11 Where a nurse requests approval to attend a conference, workshop, seminar, course, educational meeting, or similar educational activity, the following will apply:

- (a) Where the activity is not work related, and where the event takes place during the nurse's normal seven (7) hour working day, such request may be approved by the immediate manager. The nurse may request a leave of absence, or utilize vacation and/or banked overtime, to attend the activity.
- (b) Where the activity is work related and takes place during the nurse's normal seven (7) hour working day, but the Employer does not require the nurse to attend, such request may be approved by the immediate manager and the following will apply:
 - i) The nurse shall suffer no loss of regular pay for she/her normal seven (7) hour working day, but will not be authorized to earn overtime.
 - ii) Car allowance will be paid in accordance with Article 13.
 - iii) At the discretion of the Employer, the Employer may pay registration, reasonable

living expenses and travel expenses, other than car allowance.

- iv) The nurse's request to attend the activity must be submitted to their immediate manager on the Request for Attendance form at least two (2) weeks in advance of the date the event is scheduled to take place, or such shorter period as may be agreed to by the nurse and manager.
- (c) Where the activity is not required by the employer, and where the event takes place outside of regular hours i.e. on the weekend (after 5:00 PM on Friday and before 8:00 am on Monday). No compensation or travel time will be provided.
- i) At the discretion of the Employer, the Employer may or may not pay the registration.
 - ii) The nurse's request to attend the activity must be submitted to their immediate manager on the Request for Attendance form at least two (2) weeks in advance of the date the event is scheduled to take place, or such shorter period as may be agreed to by the nurse and manager.

9.12 Where the Employer requires a nurse to attend a conference, workshop, seminar, course, educational activity, or similar educational activity, the following will apply:

- (a) Where the activity takes place during the nurse's normal seven (7) hour working day, the nurse shall

suffer no loss of regular pay.

- (b) Any request for compensation beyond the normal seven (7) hour working day requires the prior approval of the nurse's immediate manager. However, should an activity program unexpectedly continue beyond the nurse's normal seven (7) hour working day, he/she will be authorized to earn overtime for the excess hours spent attending the activity. No nurse will be compensated for any social or personal activities that result from she/her attendance at an activity.
- (c) Should the nurse be required to travel for the purposes of attending an event, and the time spent travelling takes them beyond their normal seven (7) hour working day or work week, they will be authorized to earn overtime for the time spent travelling.
- (d) The Employer will pay travel expenses, registration, and reasonable living expenses.

9.13 For the purposes of 9.11 and 9.12 above, any expenses for which a nurse seeks compensation should have prior approval of the immediate manager.

ARTICLE 10 – HOLIDAYS

Full-time Nurses

- 10.01 (a) The following shall be recognized as paid holidays with respect to permanent full-time nurses who have completed thirty (30) calendar days or more

continuous service:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (b) Each permanent nurse who has completed thirty (30) calendar days or more continuous service prior to the third Monday in February, is entitled to a floating holiday in lieu of Heritage Day. In the event that Heritage Day is declared a national and/or provincial holiday, the floating holiday will be discontinued. The floating holiday shall be taken at a time in the calendar year mutually agreed upon between the nurse and their supervisor and scheduled a minimum of two (2) weeks in advance.

10.02 In order to qualify for payment for specified holidays, nurses must work both their scheduled work day immediately prior to and following the holiday. If absent on either or both of the qualifying days with prior written permission, or due to illness, the nurse qualifies for payment. The Employer may require a doctor's certificate verifying the illness.

10.03 Where the Employer requires a nurse to work on a paid holiday the nurse regularly assigned to the work is first offered the work. If she refuses the work, or if the work is not specific to an individual nurse, the work will be offered rotationally amongst available qualified nurses within the classification beginning with the most senior nurse. Should no one volunteer to work, the work will be

assigned on a reverse seniority basis within the classification.

- 10.04 Nurses who work on a paid holiday shall receive their regular day's pay for the holiday and shall receive time and one half (1 ½) their regular hourly rate of pay for all hours worked on the holiday and in addition shall be given a day off with pay in lieu of such holiday at a mutually satisfactory time. Such lieu day shall be taken within ninety (90) calendar days of the holiday where possible.
- 10.05 Nurses who are absent on a paid holiday for which they are scheduled to work shall forfeit their paid lieu day off unless such absence is due to illness certified by a doctor's certificate that is submitted within two (2) weeks of the holiday and provided the nurse works five (5) or more days in the pay period in which the holiday falls.
- 10.06 A nurse who is scheduled off on a specified holiday, and is called in, shall receive their regular day's pay for the holiday and shall receive time and one half (1 ½) their regular hourly rate of the pay for all hours worked with a minimum of three (3) hours pay. In addition the nurse shall be given a day off with pay in lieu of such holiday at a mutually satisfactory time. Such lieu day shall be taken within ninety (90) calendar days of the holiday where possible. This clause shall also apply to a full-time nurse who is scheduled to work a part day on a holiday.
- 10.07 A nurse on stand-by duty on a specified holiday shall if called in or required to respond to an issue by telephone, shall in addition to the applicable compensation be given a day off in lieu of such holiday at a mutually satisfactory time. Such lieu day shall be taken within ninety (90)

calendar days of the holiday where possible.

Temporary Full-time and Part-time Nurses

- 10.08 (a) Temporary Full-Time and Part-time nurses shall be paid time and one-half (1½) of their regular hourly rate of pay for work on any of the following holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (b) Temporary Full-time and Part-time nurses shall only receive payment for the following holidays not worked in accordance with the Employment Standards Act:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

10.09 Full-time and Part-time Nurses

Paid holidays which fall outside the normal hours of work for Public Health (i.e. Monday to Friday) shall be designated to another day of the week in accordance with the Employment Standards Act.

Nurses whose normal schedule is Monday to Friday will, if they work on the designated day, be paid premium pay

as if it were the Paid Holiday. For these nurses, the actual paid holiday will be treated as a normal weekend day for payment purposes should they be required to work that day.

For nurses whose regular schedule provides for work on Saturday and/or Sunday;

- (a) if the holiday falls on a regularly scheduled day, the actual holiday will be observed.
- (b) if the holiday falls on the nurse's day off, the designated day will be observed.
- (c) if both the holiday and the designated day fall on the nurse's regularly scheduled day(s) off, the nurse will be given a lieu day(s) to be taken in accordance with Article 10.04

Assignment of work on a paid holiday will be from the voluntary sign-up list, circulated quarterly within the affected program area, on the basis of seniority and rotationally to maintain equity of available work.

A part-time nurse unable to work on a holiday that falls on her regularly scheduled day as a result of the rotational assignment, will, if she makes herself available, be assigned to work on another day of the week if additional work is available.

- 10.10 The parties recognize that the current 10.09 provides clarification on how a nurse is to be paid under the different clauses of Article 10. For example, if a nurse's normal schedule is Monday to Friday and Sunday is Boxing Day, the Region's designated day for the Paid

Holiday (Boxing Day) is on Tuesday. The nurse on stand-by that responds to an issue by telephone on the Tuesday shall receive a day off in lieu of the holiday. The nurse on stand-by that responds to an issue by telephone on Sunday (Boxing Day) is not entitled to a day off in lieu of the holiday.

ARTICLE 11 – VACATIONS

Full-time Nurses

- 11.01 (a) Nurses shall receive annual vacation with pay according to their length of service as set out below. Vacation shall be determined within the current calendar year and shall be taken in the current calendar year subject to Article 11.04 below:

Length of Service

Vacation Entitlement

Less than one (1) continuous year of service within the current calendar year.

1.66 days per completed calendar month of service to a maximum of twenty (20) work days.

Not less than one (1) year of continuous service but less than fifteen (15) years continuous service within the current calendar year.

Twenty (20) work days.

Not less than fifteen (15) years of continuous service but less than twenty-four (24) years continuous

Twenty-five (25) work days.

service within the current calendar year.

Not less than twenty-four (24) years continuous service within the current calendar year. Thirty (30) work days.

- (b) One additional day of vacation for each additional year of continuous service after the twenty-four (24) years specified above, shall be granted, to a maximum of one (1) additional week (five (5) working days).
- (c) If a nurse commences employment before the 15th of the month they shall receive vacation entitlement as per 11.01 (a).

11.02 (a) Nurses shall take their vacation at a mutually agreeable time and will be scheduled so as to provide a fair distribution of the number of nurses absent at any one time. Requests for vacation shall not be unreasonably denied provided efficient operations can be maintained.

(b) Subject to the regulations of the Employment Standards Act, vacations must be taken within a twelve (12) month period following the January 1st eligibility date and shall not be accumulated.

(c) Nurses shall be permitted to carry over up to five (5) work days of vacation into the following calendar year.

11.03 (a) Nurses with greater seniority will have first choice

of vacation dates providing the requests for vacation time are submitted by December 1st for the period April 1st to September 15th, and by June 1st for the period September 16th to March 31st. This procedure is to allow the vacation schedule to be determined by fifteen (15) calendar days after December 1st and June 1st respectively each year.

The nurses in each program area will meet no less than one (1) week before December 1st of each year and will collectively ensure that all nurses who so desire are able to have at least one (1) week of vacation time between June 15th and September 15th.

- (b) Nurses not submitting a request by either December 1st or June 1st, may submit a request at least two (2) weeks in advance, and such vacation will be granted on a first come, first served basis in keeping with staffing requirements and the remaining available time slots.
- (c) Requests for vacation for periods of less than five (5) days may be granted upon provision of one (1) week's notice on the electronic scheduler. Requests on shorter notice may be granted upon mutual agreement of the nurse and the Manager.
- (d) Preference for time off approvals submitted by December 1st and June 1st will occur in the following order:
 - i) vacation
 - ii) paid holiday lieu time
 - iii) floating holiday

- iv) compensating time
- v) unpaid leave

- 11.04 Notwithstanding the vacation entitlement in Article 11.01, a nurse who has taken vacation time and terminates her employment before the end of the calendar year shall have any unearned portion of vacation leave deducted from her termination pay and this is subject to Article 19.01. A nurse who has not taken all of the vacation time to which she is entitled shall be paid on termination the proportionate amount of vacation to which she is entitled.
- 11.05 Nurses who have been absent without pay for any reason except pregnancy, parental or adoption leave, for more than twenty-three (23) work days in the vacation year, shall receive a pro rata reduction in their vacation pay entitlement.
- 11.06 Prior to returning from pregnancy and/or parental/adoption leave, nurses shall be required to take the vacation they accrued during the leave(s) of absence to ensure they comply with Article 11.02 (c). Such vacation will be taken continuous with the leave of absence.
- 11.07 In the event a nurse suffers a certifiable personal illness or injury while on vacation, or prior to the start of the scheduled vacation, the period of vacation during which the nurse was incapacitated may be transferred to sick leave at the nurse's request. Vacation for equivalent time may be taken at another mutually agreed upon time provided all of the following conditions are met:
- (a) the nurse has sick credits and;

- (b) the nurse requests the transfer in writing to the Commissioner, Human Resources and Citizen Service or designate within seven (7) work days of return to duty and;
- (c) the request is supported by a medical certificate which shows the start and end dates of the illness and that the nurse was under the physician's care.

Temporary Full-Time Nurses

11.08 Vacation pay for temporary full-time nurses shall be paid on the basis of 8% of earnings and shall be calculated, added and paid on each pay cheque.

Part-time Nurses

11.09 (a) All part-time nurses shall receive vacation pay according to their length of service as set out below:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
Less than fifteen (15) years continuous service within the current calendar year.	Eight percent (8%) of gross pay.
Not less than fifteen (15) years of continuous service but less than twenty-four (24) years continuous service within the current calendar year.	Ten percent (10%) of gross pay.

Not less than twenty-four (24) years continuous service within the current calendar year. Twelve percent (12%) of gross pay.

Vacation pay shall be calculated, added and paid on each pay cheque and based upon the percentage of gross earnings.

- (b) In addition to vacation pay, part-time nurses shall be entitled to receive the corresponding time off for vacation purposes equivalent to the time for full-time nurses.

For clarification: If a full-time nurse is entitled to 20 days, then a part-time nurse who is a .6 is entitled to 12 days off. If a full-time nurse is entitled to 30 days, then a part-time nurse who is a .3 is entitled to 10 days off.

- (c) Prior to returning from pregnancy and/or parental/adoption leave, part-time nurses shall arrange with their manager to take the vacation time available to them to ensure they comply with Article 11.02 (c). Such vacation will be taken continuous with the leave of absence.

ARTICLE 12 – SICK LEAVE – PERMANENT FULL-TIME NURSES

- 12.01 Nurses will accumulate sick leave on the basis of one and a quarter (1.25) work days with salary for each continuous month of service or its equivalent.

- 12.02 Sick leave shall continue to accumulate during an approved leave of absence of less than thirty (30) continuous calendar days or during paid illness of any duration or during the following paid leaves: jury duty, witness duty, educational leave, compassionate leave, and paid vacation.
- 12.03 During the probationary period nurses shall accumulate sick leave at the rate of one and **a quarter (1.25)** work days with salary per month.
- 12.04 All nurses hired prior to March 22, 2000 shall upon the termination of their employment for any reason after five (5) years of continuous service receive one-half (1/2) of the accumulated sick leave, not to exceed the equivalent of six (6) months salary in a lump sum payment.
- 12.05 A medical certificate may be required from an attending physician or an oral surgeon covering illness (personal or family) of more than three (3) consecutive work days and will be necessary for illness (personal or family) of more than five (5) consecutive work days. The maximum period of absence that can be excused by a certificate from an oral surgeon is five (5) consecutive work days for any one (1) period of absence.
- 12.06 The certificate is to be submitted to the Return to Work Coordinator by the nurse no later than the end of the pay period following that in which the illness or accident occurs.
- 12.07 Nurses who are absent from their duties due to illness, injury, or accident, must furnish a medical certificate signed by a qualified medical practitioner, to the Return to Work Coordinator prior to returning to their duties, if

either or both of the following situations are evident:

- (a) the absence, regardless of reason, is for a continuous period in excess of ten (10) working days;
- (b) subject to Clause 12.05, the absence results from an accident causing injury to any part of the body.

The required medical certificate must attest to the ability of the nurse to return to their regular duties and hours without any conditions;

or

Modified duties where applicable and available when accompanied by supporting documentation provided by their treating physician indicating their capabilities and limitations.

12.08 Nurses returning to work following an extended illness in excess of 21 calendar days, may use their accumulated sick leave credits to ease their return to regular duties, and subject to the following mandatory conditions:

- (a) the request must be in writing to the Return to Work Coordinator, with supporting written certification from their physician;
- (b) written approval must be obtained from the Return to Work Coordinator prior to the nurse returning to duty;

(c) the maximum period of time that this can be utilized, is eighty (80) consecutive work days contained within a sixteen (16) week period or the expiry of accumulated sick leave credits, whichever occurs first.

12.09 The Employer will provide to individual nurses, by March 1st of each calendar year, a listing of each nurse's accumulated sick credits.

12.10 Full-time nurses are entitled to utilize up to five (5) days per calendar year of accumulated sick leave to attend to family illness.

12.11 Temporary full-time nurses hired after July 10th, 2013 will not accrue any paid sick leave. Where sick leave has been accrued, it is placed in a bank which the nurse can utilize if they become ill. It is understood that this bank cannot be used retroactively.

If the nurse becomes permanent full-time, she can transfer these credits to her sick bank.

If the nurse reverts to a part-time or casual part-time position, the sick bank will be frozen.

ARTICLE 13 – CAR ALLOWANCE

13.01 Nurses required to operate their automobile in the course of their duties shall be entitled to receive forty-eight cents (\$0.48) for each authorized kilometre effective July 1st, 2011 or in accordance with the Regional Policy, whichever is higher.

- 13.02 When employees are required to work in locations other than their home work location at the beginning or end of the work day, the following shall apply:
- (a) Only travel which exceeds the employee's regular driving time to or from their home and the regular work location, and which results in the employee exceeding their normal hours for the day will be eligible for additional compensation at the applicable straight time rate.
 - (b) Incremental time will be calculated based on the fastest MapQuest time or recognized equivalent source.

ARTICLE 14 – GRIEVANCE PROCEDURE

- 14.01 It is a mutual desire of the parties to resolve complaints as quickly as possible. Such complaints shall be acted upon in the following manner and sequence, however, nothing in this article precludes a nurse from discussing issues with their supervisor in an informal manner.

STEP 1

It is the intent of the parties that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she or he has first given her or his Program Manager the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his Program Manager within five (5) work days after the circumstances giving rise to it have occurred. If there is no settlement within five (5) work days, it

shall then be taken up as a written grievance within five (5) work days. If a nurse elects to have the assistance of a Union representative, the Program Manager can have the assistance of another member of management.

STEP 2

Within five (5) work days following the decision at Step 1, a written grievance shall be submitted to the Commissioner, Human Resources and Citizen Service or designate. The written grievance signed by the aggrieved nurse must contain the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated.

A meeting will be held which may include the appropriate departmental management representatives, the Labour Relations Officer, grievance committee and/or grievor within fifteen (15) work days from the date the grievance is received in the Human Resources and Citizen Service Department. The Commissioner, Human Resources and Citizen Service or designate will deliver the written decision to the chairperson of the grievance committee with a copy to the Labour Relations Officer within five (5) work days from the date on which the meeting was held.

- 14.02 If the alleged circumstances of the grievance occurred more than fifteen (15) work days prior to the filing of the grievance at Step 2 the Employer may at its discretion, refuse to consider a grievance, or having considered it, refuse to agree to the arbitration of any matter.

- 14.03 Any difference arising directly between the Employer and the Union involving the interpretation, application or alleged violation of this Agreement may be submitted in writing by either party and dealt with as a grievance commencing at Step 2. This grievance shall be commenced within thirty-five (35) calendar days of the date of occurrence. No Union grievance shall be presented at Step 2 which a nurse, or a group of nurses could normally process as an individual or group grievance.
- 14.04 Where more than two (2) nurses have a common complaint, it may be submitted as a group grievance at Step 2 within nine (9) work days after the circumstances giving rise to the complaint have occurred.
- 14.05 Failing settlement under the foregoing procedure of any grievance including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration, as in Article 16. If no written request for arbitration is received by the Commissioner, Human Resources and Citizen Service or designate within fifteen (15) work days after the decision under Step 2 is given, it shall be deemed to have been settled and not eligible for arbitration.
- 14.06 It is agreed that grievances and replies to grievances shall be in **written or electronic format**.
- 14.07 All agreements reached under the grievance procedure between the Employer and the Union, will be final and binding upon the Employer, the Union and the nurse(s).
- 14.08 Any adjustment resulting from the grievance or arbitration procedures, shall not be retroactive prior to

the date of the occurrence which resulted in the grievance being filed. This clause shall not prevent the adjustment of pay caused by errors in computation.

- 14.09 If no answer is given to the grievor(s) within the time limit specified in the grievance procedure, the grievor(s) shall be entitled to proceed to the next step.
- 14.10 "Work day" as used in this article and Article 15 shall mean a day other than Saturday, Sunday or a specified paid holiday.
- 14.11 A grievance that is not submitted to the next step within the time limits shall be deemed to be settled and disposition shall be as per the reply given at the preceding step.

ARTICLE 15 – DISCHARGE AND SUSPENSION

- 15.01 Notice of the discharge shall be forwarded to the nurse by registered mail to the last known address on file with the Human Resources and Citizen Service office, with a copy to the Grievance Chair. Where a nurse is discharged verbally, the above notification will be sent to the nurse and Grievance Chair.
- 15.02 A claim by nurses with seniority that they have been unjustly discharged shall be submitted at Step 2 of the grievance procedure within five (5) work days, after notification of discharge has been received. Such special grievance may be settled under the grievance and arbitration procedures by:
- (a) confirming the Employer's action in discharging the

nurse; or

- (b) reinstating the nurse with full compensation and seniority for the time lost; or
- (c) by any other arrangement which is just, in the opinion of the parties, or the arbitration board if appointed.

15.03 A claim by nurses with seniority that they have been unjustly suspended shall be submitted at Step 2 of the grievance procedure within five (5) work days after notification of the suspension has been received.

15.04 Letters recording verbal warnings and written warnings shall be removed from the nurse's file after eighteen (18) months from the date they are issued, provided that such nurse's record has been discipline free for eighteen (18) months.

Suspension letters shall be removed from the nurse's file after twenty-four (24) months from the date they are issued, provided that such nurse's record has been discipline free for twenty-four (24) months.

15.05 Letters of counsel will be removed from the nurse's file after eighteen (18) months provided the nurse's performance issues referenced in the letter have improved during that period.

ARTICLE 16 – ARBITRATION

16.01 Any difference of opinion relating to the interpretation, application, administration or alleged violation of this

Agreement which cannot be settled through the grievance procedure, shall be settled by arbitration as provided in the Ontario Labour Relations Act. Any question as to whether a matter is arbitrable may also become the subject for arbitration.

- 16.02 Notwithstanding Article 16.06, no person shall be selected as a chair of an arbitration board who has been involved in the negotiation of the Collective Agreement or in an attempt to settle the grievance in issue.
- 16.03 The parties will equally share all expenses of the arbitrator.
- 16.04 Within fifteen (15) work days of the receipt of notice referred to in Article 14.05, either party may submit the grievance to arbitration. The parties agree to use a sole arbitrator in most circumstances, but reserve the right to use an arbitration board for discipline and termination grievances.
- 16.05 All references in Article 16 to an Arbitration Board shall be taken to include a sole arbitrator.
- 16.06 The sole arbitrator shall have the power to mediate/arbitrate the grievance, if the parties have provided prior written mutual consent. The sole arbitrator shall also have the power to impose a settlement in accordance with Article 16.09.
- 16.07 The time limits fixed in both grievance and arbitration procedures, may be extended only with written mutual consent.

- 16.08 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the nurse(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 16.09 The decision of the board of arbitration, or a majority thereof, shall be binding on both parties. The board of arbitration shall not have any power to alter, modify, amend or change any of the provisions in the agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement.
- 16.10 A representative of the Ontario Nurses' Association may be present at all stages of the grievance and arbitration procedures.
- 16.11 No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the grievance procedure within the prescribed time limits except with written mutual consent.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Bereavement Leave

In the event of a death of a nurse's family member leaves of absence with pay shall be granted to a nurse who is scheduled to work and shall not be paid for those days the nurse was not scheduled to work as follows:

- (a) Five (5) work days shall be granted in the event of the death of a mother, father or other person in loco parentis, spouse, same-sex partner, child, or step-child.
- (b) Three (3) work days shall be granted in the event of the death of a sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild.
- (c) Two (2) work days shall be granted in the event of the death of a spouse's grandparent or spouse's grandchild.
- (d) Part-time nurses will be credited with service and seniority for such leave.
- (e) It is the intent that such days are for the sole purpose of arranging and/or attending a funeral or memorial service and one day must be the day of the funeral or memorial service.

Compassionate leave with pay may be granted upon management's approval to a nurse requesting time to attend a funeral or memorial service of a co-worker

17.02 The provisions of the sick leave plan apply to an illness continuous with a compassionate leave of absence. A medical certificate is required to substantiate such an illness.

17.03 (a) Pregnancy Leave

A nurse will be granted pregnancy leave, upon request and certified by a medical practitioner **in**

accordance with the Employment Standards Act.

A nurse shall be entitled to a pregnancy leave provided she requests such leave four (4) weeks in advance of the expected date of commencing leave. The Employer shall pay the **waiting period (1 week)** at **eighty-nine percent (89%)** of her current weekly earnings **to reflect the changes in the Employment Insurance Act which came into effect January 1, 2017.**

The fifteen (15) week entitlement under E.I. shall be topped up by the Employer so that the nurse receives **eighty-nine percent (89%)** of her current weekly earnings.

A nurse may return from such leave prior to a date which is six (6) weeks after the date of delivery provided that the nurse is considered fit to return to full duties and is certified by a medical practitioner. Such notice must be provided at least four (4) weeks in advance of the date of return.

A nurse returning from pregnancy leave shall be reinstated in their previous position, work location, and shift provided that it is still in place, at a rate of pay not less than what the nurse was receiving at the start of the leave of absence.

Nurses shall continue to accumulate seniority and service benefits during said pregnancy leave. The Employer shall continue to pay the premium for all applicable benefits (does not include OMERS) during the pregnancy leave. The Employer

contribution to OMERS will be continued unless the nurse gives written notice that she does not intend to pay her contributions.

(b) Parental/Adoption Leave

A nurse will be granted parental/**adoption** leave for a period up to and including **sixty-one (61)** weeks **if pregnancy leave taken or sixty-three (63) if pregnancy leave not taken**, upon request and verification of:

- i) the birth of the nurse's child; or
- ii) the coming of a child into the custody, care and control of the parent for the first time.

Parent is defined as a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

The parental leave of a nurse who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.

Parental leave must begin no more than **seventy-eight (78)** weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The nurse shall if possible provide the Employer with at least four (4) weeks written notice of the date

the leave is to begin.

Nurses shall continue to accumulate seniority and service benefits during the parental leave. The Employer shall continue to pay the premium for all applicable benefits (does not include OMERS) during the parental leave. The Employer contribution to OMERS will be continued unless the nurse gives written notice that the nurse does not intend to pay their contributions.

A nurse who is prevented from returning to work by reason of personal illness at the end of parental leave shall then be considered to be on leave of absence due to illness.

17.04 Educational Leave

- (a) At the discretion of the Employer, nurses may attend short courses, workshops, professional meetings of the Registered Nurses' Association of Ontario and the Employer will pay travel expenses, registration, and reasonable living expenses.
- (b) Subject to adequate maintenance of Region of Waterloo Public Health Programs, full-time nurses who request, may attend the annual meeting of the Registered Nurses' Association of Ontario without loss of pay at their own expense. The Department Head will see that such leaves are rotated equitably.
- (c) Educational Courses

Payment for career-related courses approved by

the Employer will only be made in accordance with Human Resources and Citizen Service Policy #2-5 "Tuition Refund" dated July 1999.

17.05 Personal Leave

Written requests for leaves of absence without pay for personal reasons will be submitted in advance and (except in an emergency), will be considered on an individual basis by the Program Manager. Such requests will not be unreasonably withheld. There will be a written reply to the nurse.

17.06 Union Leave

- (a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer to nurses elected or appointed to perform Union duties at Union meetings, conventions or seminars, and provided such leave of absence does not interfere with efficient operations. Such time shall not exceed a total of seventy-five (75) work days in any calendar year and not more than five (5) nurses shall be permitted to be absent at any one time. Such requests shall be in writing to the Commissioner, Human Resources and Citizen Service or designate with a copy to the Program Manager as far in advance as possible and shall contain the names of the appointed nurses plus dates of the meetings.
- (b) The Union's written request for a Leave of Absence for a nurse elected as President of the Ontario Nurses' Association for a period of up to four (4) consecutive years, shall not be unreasonably

denied. There shall be no loss of service or seniority. The nurse's salary and applicable benefits shall be maintained and the Union agrees to reimburse the Employer for such full costs, at times as determined by the Employer.

- (c) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the Office of President, may, at the Employer's discretion, be granted leave of absence without pay up to a total of seventy-five (75) days annually, or up to one hundred and fifty (150) days annually if the nurse is the 1st Vice President. There shall be no loss of service or seniority. Leave of absence under this provision shall be in addition to the Union leave provided in Article 17.06 a) above. The nurse's salary and applicable benefits shall be maintained and the Union agrees to reimburse the Employer for such full costs, at times as determined by the Employer.

Footnote: In (b) and (c) above, health and welfare benefits are continued at the discretion of the carriers, provided they are allowable to be continued.

17.07 Jury and Witness Duty

- (a) A nurse required to serve on jury duty, or as a Crown witness or as a witness at an inquest, for a case arising out of their employment or a hearing of the College of Nurses of Ontario, shall not lose regular pay because of such attendance, provided that the nurse:
- i) notifies the Program Manager as soon as

possible when required to serve under any of the above circumstances;

- ii) presents proof of service requiring her attendance;
 - iii) deposits with the Employer the full amount of compensation received in any of the above cases excluding mileage, travelling and meal allowances;
 - iv) will normally come to work during those scheduled hours of the day that she is not required to attend court.
- (b) Where a part-time nurse is required to be available for jury or witness duty for a case arising out of their employment and is not scheduled to work at the time, they will receive stand-by pay in accordance with Article 9.03 (d) for each hour they are required to be available Monday through Friday.

17.08 Miscellaneous

- (a) Every effort will be made to reinstate nurses to their former positions when they return to the unit following a leave of absence.
- (b) Effective January 1, 2002, if a leave of absence exceeds ninety (90) continuous calendar days, a nurse's seniority will not accumulate during the excess over ninety (90) continuous calendar days.
- (c) A nurse who takes other gainful employment during absence from work due to illness, injury or

authorized leave of absence, shall be deemed to have voluntarily quit employment unless the nurse has prior written permission from the Employer to take other employment.

17.09 Inclement Weather

- (a) If a nurse makes an effort to report for work and is late, the information is to be recorded. If the nurse arrives at the place of work within two (2) hours of the normal start time there will be no loss of pay. If arriving later than two (2) hours, then the nurse will receive a loss of pay for all time in excess of two (2) hours, rounded to the nearest fifteen (15) minutes that is lesser.
- (b) All nurses who decide to, or are forced to, miss work because of inclement weather will not receive payment for the time away from work. Nurses may choose to utilize compensating time, Float Holiday or vacation time or may increase their hours of work the remainder of the pay period at straight time to keep their salary whole.
- (c) With the prior approval of management, including via phone, email or in-person, nurses may work in an alternate Public Health location closer to their residence.

17.10 Family Medical Leave

- (a) A nurse is entitled to family medical leave of up to eight (8) weeks in accordance with the provisions of the *Employment Standards Act*.

- (b) A nurse shall advise the Employer as far in advance as possible with respect to the leave of absence.
- (c) The nurse shall be reinstated to her or his former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.

ARTICLE 18 – BENEFIT PLANS

Unless otherwise specified benefit changes will be effective May 4, 2017.

Note 1: This Article does not apply to regular and casual part-time nurses.

Note 2: This Article must be read subject to the terms and conditions of the carriers. The Employer's responsibility shall be limited to the payment of the monthly premiums.

Note 3: Nurses working beyond their 65th birthday will be offered a benefits package called "65+" which will include a Health Care Spending Account to maximum of \$2500.00 per calendar year and life insurance of \$10, 000 subject to the terms and conditions of the Carrier.

18.01 Full-time Nurses

The Employer shall pay one hundred percent (100%) of the monthly premium for eligible nurses in the Ontario Health Insurance Plan.

18.02 The Employer shall pay one hundred percent (100%) of the monthly premium of mandatory long term disability

insurance that pays seventy per cent (70%) of a nurse's normal salary.

All benefit changes will be effective one month following mutual ratification.

18.03 The Employer shall pay one hundred percent (100%) of the monthly premium for eligible nurses in the Extended Health Care plan (including semi-private).

Drug Card with \$9.75 dispensing fee cap, generic substitutions for prescriptions except where specified by prescribing physician.

Vision Care - maximum of \$450.00 once every two years; Laser, or other corrective surgery/procedure shall be included in the overall vision maximum allowance.

Vision Care – effective July 1, 2017, \$475.00, effective July 1, 2018 \$500.00 once every two years; Laser, or other corrective surgery/procedure shall be included in the overall vision maximum allowance.

Eye exams by an optometrist/ophthalmologist based on reasonable and customary charges every 24 months.

Hearing Aid Coverage- maximum of \$1500.00 once every three years, to include audiologist testing costs to maximum of \$75 once every three years.

Chiropractor - to a maximum \$300.00 per calendar year.
 Osteopath - to a maximum \$300.00 per calendar year.
 Naturopath - to a maximum \$300.00 per calendar year.
 Podiatrist - to a maximum \$300.00 per calendar year.

Massage therapy to a maximum \$1,400.00 per person per calendar year.

Physiotherapy to a maximum \$1,400.00 per person per calendar year.

Registered speech language pathologist to a maximum of \$500.00 per calendar year.

Psychologist or Social Worker to a maximum of \$750.00 per person per calendar year.

18.04 Participation in the Employer's life insurance plan (equivalent to two (2) times annual earnings to the nearest one thousand dollars (\$1,000.00) that is higher) is mandatory and one hundred percent (100%) of the monthly premium shall be paid by the Employer.

18.05 The Employer shall pay one hundred percent (100%) of the monthly premiums for eligible nurses in a basic preventative dental plan.

Dental recall for all adults is once every nine (9) months with a cap of twelve (12) periodontal units per calendar year per person.

Orthodontial services will provide coverage on the basis of fifty percent (50%) of the cost of orthodontial services to a lifetime maximum of two thousand (\$2,000.00) dollars per person.

18.06 Implants as stipulated by the carrier (as a benefit/component of the 'Major Restorative' benefit). The Employer shall bear the full cost of coverage offered by the Workplace Safety and Insurance Board. Nurses

who are entitled to receive Workplace Safety and Insurance Board benefits, may choose to turn over to the Employer all monies received for such compensation in which case the Employer will continue to pay such nurses full salary, taking the difference between compensation payment and full salary from the nurse's accumulated illness allowance credit on the basis of three-quarter (3/4) of an hour for each day until such credit is exhausted, after which time nurses will receive only compensation payments.

- 18.07 Statutory deductions for CPP contributions will be made from all salaries until the maximum is reached.
- 18.08 Nurses will immediately be enrolled in the Ontario Municipal Employee Retirement System (OMERS) plan and appropriate salary deductions made.
- 18.09 (a) The Employer shall continue to pay the premium cost for all benefits in which the nurse is presently enrolled while she is on paid sick leave, L.T.D., (to a maximum of thirty-six (36) months), W.S.I.B. (to a maximum of thirty (30) months), pregnancy and parental leave.

Any person in receipt of WSIB or LTD benefits on March 22, 2000 shall not be affected by the above change in language.

The Employer will not participate either in full or in part towards premium cost for any part of the nurse's benefit plans when a nurse is off on any other unpaid leave, including suspension, in excess of thirty (30) calendar days.

- (b) Subject to the regulation of the carrier(s), nurses may make arrangements with the Employer to continue benefits with the nurse paying one hundred per cent (100%) of all such premiums and provided the Employer is reimbursed as per the arrangements agreed to, or else the benefits will be terminated.
- 18.10
- (a) The seniority credit of a temporary full-time nurse who has attained permanent status as referred to in Article 6.03, shall not apply to reduce the waiting periods required by the Insurance carriers.
 - (b) For LTD insurance, the waiting period shall commence on the date of appointment to the permanent full-time position.
 - (c) For all other eligible benefits such waiting periods shall commence on the date of the appointment to the permanent full-time position or completion of six (6) continuous months temporary full-time service, whichever occurs first.
- 18.11 A full-time nurse who becomes a part-time nurse will cease to participate in all benefit plans including extended health care, dental, life and A.D. & D. insurance, L.T.D., and sick leave.
- 18.12 Early Retirement Benefits

The following benefits will be available to permanent full-time nurses who have at least ten (10) years of active full-time employment with the Region (five (5) years of active full time employment for those nurses hired on or before May 4, 2017), and who voluntarily retire on an

early OMERS pension (i.e. not a disability pension), after attaining age 55 but before attaining age 65, and subject to all of the following mandatory conditions:

- i)
 - A) Ontario Health Insurance Plan (subject to provincial regulations)
 - B) Extended Health Care
 - C) Dental
 - D) Life Insurance of two times the initial OMERS annual pension, rounded to the next even thousand dollars that is higher
 - E) AD & D to a maximum of two times the initial OMERS annual pension, rounded to the next even thousand dollars that is higher.

- ii) Coverage other than OHIP shall be subject to the conditions prevailing between the Employer and its carriers, on behalf of the Nurses' Association.

- iii) If the retired nurse's spouse attains age 65 before the retired nurse does, then OHIP payments by the Employer will automatically cease.

- iv) Unless the Employer is notified in writing to the contrary before the nurse's retirement date, the nurse will be automatically enrolled in the applicable benefits.

- v) All benefits must be taken as offered.

- vi) All benefits will cease effective the last day of the month in which the nurse attains age sixty-

five (65) or in the case of the nurse's death; whichever occurs earlier.

- vii) The Employer will pay 100% of the total cost of the premium for these benefits.

ARTICLE 19 – TERMINATION OF EMPLOYMENT

19.01 If an employee has resigned in writing and has not revoked the resignation in writing within three (3) consecutive working days following the date of the letter of resignation, the resignation shall stand and be final. Once the resignation is deemed final the nurse shall be considered external for all competitions.

The Union shall be notified in writing as soon as possible of any such revocation of a resignation.

19.02 Except in extenuating circumstances full-time and regular part-time nurses shall give not less than twenty-eight (28) calendar days' written notice of resignation or else their vacation pay will be reduced to the minimum required by the Employment Standards Act. The Employer shall give nurses other than probationary nurses not less than twenty-eight (28) calendar days written notice of termination of employment or pay in lieu thereof except in cases of discharge for cause not reversed through the grievance procedure. The written notice shall give the reason for such termination.

19.03 Upon written request, the Employer will provide to each nurse upon termination of employment, a letter detailing her or his employment dates and length of service.

ARTICLE 20 – CORRESPONDENCE

20.01 All correspondence between the parties shall pass to and from the Commissioner, Human Resources and Citizen Service or designate and the Bargaining Unit President with a copy going to the Manager and the LRO of the Union.

ARTICLE 21 – DURATION OF AGREEMENT

21.01 This Agreement shall be for a period of **twenty-four (24)** months commencing on the **July 1, 2019** and ending on **June 30, 2021**.

21.02 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 expiry or proposed revision, addition or deletion of any of its provisions. Such notification will be made within ninety (90) days prior to the expiry date of this Agreement.

21.03 Negotiations for the renewal of this Agreement shall commence within thirty (30) work days of such notice or on another date that is mutually agreed upon.

SIGNING PAGE

Dated at Kitchener this 2nd day of December 2020.

FOR THE REGIONAL MUNICIPALITY
OF WATERLOO

FOR THE ONTARIO NURSES'
ASSOCIATION

Karen Redman
Regional Chair

Grant Boyle
Labour Relations Officer

Kris Fletcher
Regional Clerk

Diana Fox
Bargaining Unit President

Jane Albright
Commissioner, Human
Resources and Citizen
Service

Marie Debrun

Muriel Vandepol

Matthew Sutcliffe
Director, Employee Relations

Gretchen Sangster

Angela Clancy

APPENDIX "A" – SALARY SCHEDULE

Registered Practical Nurse

	July 1, 2019	July 1, 2020
Start	\$27.90	\$28.29
Year 1	\$28.65	\$29.05
Year 2	\$29.41	\$29.82
Year 3	\$30.17	\$30.59
Year 4	\$30.92	\$31.35

*** The above rates are increases of: July 1, 2019 – 1.5%, July 1, 2020 – 1.4%**

Registered Nurse (RN)

	July 1, 2019	July 1, 2020
Start	\$33.89	\$34.36
Year 1	\$35.69	\$36.19
Year 2	\$37.44	\$37.96
Year 3	\$39.66	\$40.22
Year 4	\$41.87	\$42.46
Year 5	\$44.29	\$44.91
Year 6	\$46.51	\$47.16

*** This wage increase satisfies the Region's pay equity obligations as agreed to in the Memorandum of Agreement Re: Pay Equity Plan – Local 15, signed on September 12, 1994.**

*** The above rates are increases of: July 1, 2019 – 1.5%, July 1, 2020 – 1.4%**

Public Health Nurse

	July 1, 2019	July 1, 2020
Start	\$36.11	\$36.62
Year 1	\$37.92	\$38.45
Year 2	\$39.76	\$40.32
Year 3	\$42.03	\$42.62
Year 4	\$44.31	\$44.93
Year 5	\$46.90	\$47.56
Year 6	\$49.26	\$49.95

* This wage increase satisfies the Region's pay equity obligations as agreed to in the Memorandum of Agreement Re: Pay Equity Plan – Local 15, signed on September 12, 1994.

* **The above rates are increases of: July 1, 2019 – 1.5%, July 1, 2020 – 1.4%**

Public Health Nurse – BScN

	July 1, 2019	July 1, 2020
Start	\$36.94	\$37.46
Year 1	\$38.85	\$39.39
Year 2	\$40.72	\$41.29
Year 3	\$43.01	\$43.61
Year 4	\$45.31	\$45.94
Year 5	\$47.92	\$48.59
Year 6	\$50.35	\$51.05

* This wage increase satisfies the Region's pay equity obligations as agreed to in the Memorandum of Agreement Re: Pay Equity Plan – Local 15, signed on September 12, 1994.

* **The above rates are increases of: July 1, 2019 – 1.5%, July 1, 2020 – 1.4%**

Nurse Specialist

	July 1, 2019	July 1, 2020
Start	\$39.51	\$40.06
Year 1	\$41.66	\$42.24
Year 2	\$43.83	\$44.44
Year 3	\$45.99	\$46.63
Year 4	\$48.70	\$49.38
Year 5	\$51.41	\$52.13
Year 6	\$54.13	\$54.89

*** The above rates are increases of: July 1, 2019 – 1.5%, July 1, 2020 – 1.4%**

Nurse Practitioner

	July 1, 2019	July 1, 2020
Start	\$44.09	\$44.71
Year 1	\$46.80	\$47.46
Year 2	\$49.53	\$50.22
Year 3	\$52.24	\$52.97
Year 4	\$54.96	\$55.73
Year 5	\$57.67	\$58.48
Year 6	\$60.40	\$61.25

*** This wage increase satisfies the Region's pay equity obligations as agreed to in the Memorandum of Agreement Re: Pay Equity Plan – Local 15, signed on September 12, 1994.**

*** The above rates are increases of: July 1, 2019 – 1.5%, July 1, 2020 – 1.4%**

Health Promotion and Research Analyst

	July 1, 2019	July 1, 2020
Start	\$40.78	To be determined in accordance with Letter of Understanding #11
12 month	\$43.56	
2 year	\$46.34	

* This wage increase satisfies the Region's pay equity obligations as agreed to in the Memorandum of Agreement Re: Pay Equity Plan – Local 15, signed on September 12, 1994.

COMPENSATION

NOTE 1

- (a) Part-time nurses (regular and casual) and temporary full-time shall receive the same hourly rate of the full-time nurse at each level of the salary grid for their appropriate classification, plus thirteen per cent (13%) in lieu of those benefits outlined in Article 18.
- (b) Part-time nurses (regular and casual) will be placed on the salary grid in accordance with their service with the Employer including recognition for their past nursing experience as set out in Note 2; and will advance up the salary grid on the completion of each fourteen hundred (1400) hours worked.

NOTE 2 - RECOGNITION OF PREVIOUS EXPERIENCE

- (a) i) A claim for recent related experience, if any, shall be made in writing by the nurse at the time of hiring. The nurse will cooperate in providing verification of her recent related experience. The Employer shall confirm

employment in writing at the time of hire indicating the nurse's placement on the salary grid. The nurse must advise the Employer within forty-five (45) days of the receipt of such notice, of any dispute with the grid placement and the rationale for such dispute.

- ii) The Employer will credit a newly hired nurse with one (1) annual service increment for every one year (1) of related service in a Public Health Unit or Home Care Program, as determined by the Employer. If a period of more than two (2) years has elapsed since the nurse has occupied such a position, then the increment shall be at the discretion of the Employer.
 - iii) The Employer will credit a newly hired nurse with one (1) annual service increment for every two (2) years of related service in nursing (inclusive of experience gained in hospitals, teaching institutions, and community nursing) as determined by the Employer. If a period of more than two (2) years has elapsed since the nurse has occupied such a position then the increment shall be at the discretion of the Employer.
 - iv) Calculation of increment credits for previous part-time service will be in accordance with Article 6.02.
- (b) Where the applicable accumulated years of experience is an uneven total, the accumulated experience will go to the nearest even number of

years before a) above is applied.

NOTE 3

When nurses obtain their Public Health Diploma or B.Sc.N. or equivalent, they will advance to the higher classification indicated and to a salary in the higher classification that is immediately greater than the salary they held in the lower classification, and their anniversary date will not change.

NOTE 4

The years referred to in the salary schedules shall mean years of continuous service with the Employer in the designated classification, plus the applicable allowances under Note 2 above.

NOTE 5

The acceptance of any degree, diploma, course and/or experience obtained outside of Canada shall be at the discretion of the Employer in consultation with the Ontario Region, Canadian Association University Schools of Nursing, and/or College of Nurses and/or Ministry of Health.

NOTE 6 - PROGRAM CO-ORDINATOR

Some programs require the assistance of Co-ordinators for specific functions. Determination of the need for a co-ordinator in a specific program is at the discretion of management. While it is recognized that many nurses perform portions of these duties as part of their regular assignments, it is the intent to identify co-ordinator assignments in programs where all these duties are consolidated with one individual. The parties recognize that assuming the role of a Program Co-ordinator will have an impact on the normal assignment / duties of the nurses.

Co-ordinators are accountable to their Manager for the performance of these duties.

Co-ordinator's Duties

Together with program assignment/duties of nurses, Co-ordinators duties will include:

- Organizing and/or providing orientation of new staff including actual day-to-day operations of the program
- Scheduling of staff
- Organizing coverage for illness
- Acts as resource person/technical expert/provides consultation to staff on program issues
- Facilitation and distribution of work (such as referrals)
- Meets individually with Manager on an as-needed basis. Such meetings are for the purpose of sharing information, ensuring consistent implementation of the program and problem-solving regarding workload issues.

Co-ordinator Premium

Co-ordinators will receive a premium of two dollars (\$2.00) per hour while conducting only the activities listed above. Duties which are shared by other nurses as part of day-to-day responsibilities, will not be eligible for the co-ordinator premium. Co-ordinator work is assigned subject to management approval.

Co-ordinators will submit their hours on a weekly basis to their Manager, via TAMS, for forwarding to Payroll. Coordinators are not responsible for supervision or performance development/evaluation activities, preparation of budgets, staff selection, nor other duties assigned to management staff.

Assignment to the Co-ordinator Role

Co-ordinator work will be assigned to nurses for designated periods of time. The length of time will vary according to program needs, but will not normally exceed one year. It is the Employer's intent to encourage the rotation of co-ordinator assignments and not assigned to one individual permanently. Co-ordinator assignments will be open to full-time and part-time permanent nurses only.

Managers will ask interested nurses from the program to submit their names for consideration to take on the co-ordinator assignments. Selection of co-ordinators will be at the discretion of the Manager, taking into account relevant program experience, knowledge of the program, interest, availability and seniority.

NOTE 7 - RETROACTIVITY

All monetary increases provided for in this agreement shall be paid by direct deposit accompanied by an itemized pay stub, in accordance with the regulations of Revenue Canada (but not by a separate payment). Any nurse hired since **July 1, 2019** shall be entitled to retroactivity as from the date of hire. Every reasonable effort will be made to pay retroactivity within eight (8) weeks of mutual ratification.

Nurses who have left the employ of the Region since **July 1, 2019** and contact the Region in writing within sixty (60) days following ratification, will be entitled to retroactivity.

LETTER OF UNDERSTANDING #1

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

And:

ONTARIO NURSES' ASSOCIATION

RE: Prepaid Leave Plan

Whereas the parties to the Collective Agreement are desirous of providing opportunity to members of the bargaining unit to take long-term meaningful leaves of absence.

And Whereas the Council of the Regional Municipality of Waterloo has enacted a policy provision known as the Deferred Salary Leave Plan (Prepaid Salary Leave Plan), as in effect July 1, 1997, for permanent nurses subject to the condition that each bargaining unit must consent to said plan before it shall apply to the nurses within that bargaining unit,

And Whereas it is a requirement of the Canada Department of Revenue that each bargaining agent and its local must agree to said plan before the implementation of the deferred payment portion of the plan,

Now therefore the parties agree that effective immediately, the Deferred Salary Leave Plan for permanent full-time nurses, a copy of which is attached hereto as Schedule "1", shall apply to members of ONA, in accordance with the terms and conditions outlined in the plan.

Renewed in Kitchener this 27th day of, September 2019.

FOR THE REGION

Heather Larmour

Anne Schlorff

Julian Milotic

Diana Brookes

Andrea Reist

Sharlene Sedgewick Walsh

Karen Quigley Hobbs

FOR THE ONTARIO NURSES'
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SCHEDULE 1 – PREPAID LEAVE PLAN

Operating Principle: The Region will provide a Prepaid Leave Plan to permit nurses to self-fund a paid leave of absence by deferring a portion of their salary to provide an income during the period of their leave.

Details: Compulsory Terms and Conditions:

- The plan allows for leaves of absence of either (6) consecutive months or twelve (12) consecutive months. The nurse is required to return to work for the Region for a minimum period of time equal to the length of the leave.
- The rate of deferral of salary may be negotiated between a minimum of 20% and a maximum of 33 1/3% of the gross salary received. In addition, an equally flexible salary deferral period may be negotiated between a minimum of eighteen (18) months and a maximum of four (4) years.

Salary Deferral Period	Leave Period	Percentage of Salary Deferral
24 months	6 months	20%
18 months	6 months	25%
12 months	6 months	33 1/3%
4 years	1 year	20%
3 years	1 year	25%
2 years	1 year	33 1/3%

- The Prepaid Leave Plan is voluntary, and is established in accordance with and subject to legislation.
- The operation of the plan is at no cost to the Region.

Eligibility:

- All permanent full-time and regular part-time nurses who have been employed by the Region for a minimum of one consecutive year are eligible to participate in this plan.
- A nurse who takes a leave of absence under this Plan may not apply for a second leave of absence under this Plan until twelve (12) months after returning from the first period of leave.

Application and Approval:

- Unionized staff must first receive a written and signed agreement from their union executive, responding to aspects of such leaves that may be in conflict with the applicable Collective Agreement.
- Nurses must apply in writing, using the appropriate application form, to their Divisional Director a minimum of three months prior to desired start date of salary deferral.
- The Department Director will forward the application to the Department Head and the Assistant C.A.O. for their approval.
- The application will be returned to the nurse after suitable approvals have been obtained. If the application is not approved the nurse will be given the reason in writing by the individual who is responsible for denying the request.

Percentage of Salary Deferred:

- During the period of salary deferment, prior to the commencement of the leave, the participating nurse will be paid that portion of their salary, as agreed in writing in their personal leave plan, provided that this shall not be less than

66 2/3% and not more than 80% of the total gross salary.

Funding Deposits and Interest:

- The portion of the salary deferred shall be deposited into an interest bearing account in the bank normally used by the Region and retained for disbursement during the period of the leave. The Region will maintain a record of funds and interest for each nurse enrolled in the plan.
- The total amount of accumulated salary deferral funds shall be paid to the nurse in bi-weekly payments as appropriate for the approved period of time.
- Interest earned shall be paid to the nurse on an annual basis as required by Revenue Canada. During the period of salary deferment the payment of income tax on that portion of the salary deferred may be delayed until the year in which the leave occurs.

Further Contributions:

- Canada Pension Plan contributions and Income Tax deductions are deducted from the nurse's pay during the period of deferment, based on a percentage of the salary paid (i.e. 66 2/3% to 80%), deductions of E.I.C., will be made on 100% of salary before the salary deferral is deducted.
- During the period of leave, no deductions for E.I.C. are made.
- OMERS contributions during the period of deferment are made based on 100% of the nurse's gross earnings before any deferral amounts are withheld. No contributions are made during the period of the leave, by either the nurse or the Region, this period being considered a period of "broken

service”. Following the leave, periods of broken service may be purchased by the nurse alone, subject to the regulations of OMERS.

- Contributions to the Regionally sponsored Group RRSP during the period of deferment are taken from the gross earnings before any deferral amounts are withheld. During the leave period nurses will be able to make up the difference through a lump sum payment.
- Union dues will be based on the full salary earned prior to the leave commencing, and will not be deducted from payments made to the nurse during the period on leave.

Benefits:

- Benefits may be maintained by the nurse during the leave period, with the nurse paying 100% of the premiums.

Nurses must indicate when applying for the leave, if they wish benefits to be continued. Payment arrangements with the Human Resources and Citizen Service Department must be made prior to the commencement of the leave. If not, all benefits will be immediately cancelled and the nurse will have to make application for benefits in the usual manner and subject to the insurance carrier’s regulations, immediately upon returning to duties following cessation of the leave period:

- Major Medical
- Dental Plan
- Life Insurance and AD&D**
- Long Term Disability (LTD), (however, should a nurse become disabled during the leave, the Long Term Disability benefit will not commence being

calculated in the normal manner until the nurse's scheduled return to work date)**

** These benefits will be based on the nurse's full salary prior to the leave commencing, and not the lesser salary.

- Payment of the Employer Health Tax will be based on the lesser salary for the period of the leave.
- During the period of the leave, the nurse shall not be entitled to use sick leave credits. Upon returning from the leave, the nurse shall be entitled to any unused sick leave credits accumulated prior to the beginning of the leave.
- For benefit purposes (vacation, seniority, sick leave etc.) the period of the leave will be considered "broken service" and no benefits or credits shall be accumulated during this period.

Withdrawal From the Plan:

- Once the salary deferral has commenced, nurses can only withdraw from the plan under exceptional circumstances, such as severe financial hardship, etc. The nurse must make a request in writing to their Department Head, giving appropriate reasons, at least four (4) months prior to the scheduled start date of the leave. The Department Head will send the request to Human Resources and Citizen Service with any additional comments attached.
- Once the leave commences, the nurse is expected to follow the leave process through to its conclusion.
- The nurse withdrawing from the plan shall be paid a lump sum adjustment equal to any monies deferred plus interest

accrued to the date of withdrawal from the plan.

- If a nurse is laid off or on an extended sick leave of more than three (3) months during the salary deferral period, the nurse will be required to immediately withdraw from the plan and accrued salary plus interest will be paid in a lump sum to the nurse.
- If a nurse enrolled in the plan is terminated by the Region, the funds accumulated in the nurse's account (deferred salary plus interest) shall be paid out to the nurse upon termination.
- In the event of the death of any nurse participating in the plan, monies accumulated plus interest accrued shall be paid to the nurse's estate.

See Also: Benefits

LETTER OF UNDERSTANDING #2

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: PART-TIME - OMERS Plan

The percentage in lieu for a part-time or temporary full-time nurse who is enrolled in OMERS plan shall be reduced by seven percent (7%) as the amount of the Employer's contribution (or the Employer's deemed contribution in the event of a contribution holiday).

Renewed in Kitchener this 27th day of, September 2019.

FOR THE REGION

FOR THE ONTARIO NURSES' ASSOCIATION

Heather Larmour

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LETTER OF UNDERSTANDING #3

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Voluntary Exit Option (V.E.O.) and Divestment of Programs from the Region

WHEREAS the Council of the Regional Municipality of Waterloo has approved a Redeployment Strategy for unionized full-time and part-time permanent nurses who are declared surplus as a result of their position being declared redundant,

AND WHEREAS, the parties acknowledge that such redundancies may occur through such things as the Corporate Effectiveness Review, Re-organization of Programs, Federal and Provincial budget cuts, Strategic Planning Initiatives, or for other reasons.

THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – SCOPE

1.01 To the extent that this Agreement conflicts with the terms of any of the existing Collective Agreements between the parties, the terms of this agreement shall prevail over the terms of the Collective agreement (unless otherwise specified), for as long as this Agreement shall remain in effect.

ARTICLE 2 – GENERAL

- 2.01 That the respective union can appoint one representative to the CER Program Team. In addition, the Employer can request program staff to participate on a CER Program Team.
- 2.02 The Employer will endeavour to secure participation of Region of Waterloo nurses in the Federal Workforce Reduction Program.
- 2.03 Every effort shall be made by the parties to mitigate adverse effects on bargaining unit members who are declared surplus as a result of their position being declared redundant through the Corporate Effectiveness Review, Re-organization of Programs, Federal and Provincial budget cuts, Strategic Planning Initiatives, or for other reasons.
- 2.04 When the Region is considering making changes which may result in a position being declared surplus or redundant, the Region shall notify the respective Union as far as possible in advance of its intentions and plans, but not less than the time provided for in the respective Collective Agreements, for the purpose of giving the Union an opportunity to have input with regard to these matters prior to implementation. The notification shall include the nature of the change, the date of the proposed change, the position, and the approximate number of nurses likely to be affected. This information will be updated as the plans are refined.
- 2.05 All pertinent data, including seniority lists and job descriptions, shall be provided by the Employer to the Unions. As well as new job descriptions, if applicable.

- 2.06 The parties agree to develop a standard letter outlining the Voluntary Exit Option (V.E.O.) which will be given to each affected nurse.
- 2.07 In the event that programs are divested from the Region, the Employer agrees to meet with the respective unions to discuss all applicable legislation, collective agreements and V.E.O.'s.

ARTICLE 3 – VOLUNTARY EXIT OPTION (V.E.O.)

- 3.01 Prior to issuing a notice of a permanent or long-term layoff, which will result in a permanent nurse losing employment, due to such nurse being declared surplus or redundant, the Employer will offer Voluntary Exit Options (V.E.O) to permanent nurses. These offers will be made in writing to all permanent nurses in the affected position (i.e. distinct job description) within the bargaining unit.

For purposes of clarification the parties agree that no temporary nurses (as defined in the respective collective agreements) in that position will continue to be employed while any permanent nurses are on lay-off.

- 3.02 The maximum number of nurses who can participate in the V.E.O. within the affected position must be equivalent to the number of nurses within the affected position who would otherwise receive notice of layoff. All nurses will receive the offer of V.E.O. simultaneously. These nurses shall advise the Employer of their decision whether or not to elect a V.E.O. within two weeks of being advised of the offer. If the response exceeds the number required then seniority will prevail in the following sequence:

- (a) within the affected job classification within the division
- (b) within the affected job classification within the dept.
- (c) within the affected job classification in other depts.

* affected job classification will include similar job classification where feasible. (e.g. Clerk III (Home Child Care) vs. Clerk III (Day Care).

All remaining nurses in the affected position will be reassigned based on seniority and as required within the position.

3.03 A nurse who accepts the V.E.O. shall have the option of receiving a payment in the form of a lump sum or salary continuance, upon relinquishing all recall rights. This payment shall equal one month's income for each year of service plus a prorated amount for any additional partial year of service, to a maximum of 12 months of income.

In addition, a nurse between the ages of 55 and 65 shall receive a lump sum payment of \$3,000.000.

A weeks' income is defined as per Schedule "A" or Appendix "A" in the applicable Collective Agreement. Where a part-time nurse elects a V.E.O., their payment will be based upon their regular average weekly income calculated using the six (6) month period immediately preceding their last day of work.

3.04 Extended Health, Dental and Life Insurance Plans will continue to cover nurses who choose the salary

continuance payment, for a period of time equal to the time represented by the payment, but nurses will not be entitled to long term disability (LTD) or sick leave benefits during this time.

Nurses between the ages of 55 and 65 who elect a V.E.O. and who prior to the expiration of their salary continuance payment elect to retire, will be eligible for retiree benefit coverage as per the respective collective agreement.

- 3.05 Where a nurse accepts the V.E.O. and, on production of receipts from an approved educational program within twelve (12) months of leaving the Region, they may be reimbursed for 100% of tuition fees up to a maximum of \$2000.00.
- 3.06 Counselling regarding the V.E.O. options and implications will be made available to any nurse requesting same.

ARTICLE 4 – COMMUNICATION

- 4.01 As outlined in Article 2.02 of this Agreement, the Communication regarding job redundancies will occur with the union executive of the respective bargaining unit.

Senior representatives of the Region will meet with the union coalition to share relevant information. Due to the internal process involved in developing and approving action plans in response to this information, the sharing of this information may, on occasion, need to be done in a confidential manner.

ARTICLE 5 – DISPUTE RESOLUTION

- 5.01 Disputes which arise regarding the interpretation or general application of this Agreement, will be processed as follows:
- (a) The union/complainant must set out all the particulars related to the dispute in writing and deliver it to the Director of Nurse Relations within seven (7) calendar days of the circumstances occurring which gave rise to the complaint.
 - (b) The Director of Nurse Relations must meet with the complainant and the respective Grievance Committee within seven (7) calendar days of receipt of the written complaint to resolve the issue.
 - (c) If the meeting fails to produce a resolution to the complaint, satisfactory to all involved parties, the union representing the complainant has seven (7) calendar days to request arbitration and advise the parties in writing.
 - (d) A sole Arbitrator will be selected from a list of three (3) arbitrators agreed upon by the parties. Additional arbitrators will be added to the list if necessary. Arbitrators will be selected from this list on a rotational basis to resolve any disputes pertaining to the interpretation or general application of this Agreement.
 - (e) The Arbitrator will be a “Mediator-Arbitrator” and must first engage the parties in mediation efforts before making a final and binding decision if necessary.

- (f) Arbitration will take place within the framework of the Ontario Labour Relations Act. The Arbitrator shall not have any power to alter, modify, amend or change any of the provisions for any existing provisions, or to add any new provisions nor to give any decision which is inconsistent with the terms and contents of this Agreement.
- (g) The fees and expenses of the Arbitrator shall be divided equally among the participating parties.

ARTICLE 6 – TERM OF AGREEMENT

6.01 This Agreement shall commence on the date hereof, and shall remain in effect for the duration of this collective agreement, unless either party gives sixty (60) calendar days notice in writing to the other party of its desire to terminate, revise or amend this Agreement. However, it is understood that this term may be extended for a further period by agreement of the parties.

Amended in Kitchener this 1st day of, November 2019.

FOR THE REGION

FOR THE ONTARIO NURSES' ASSOCIATION

Heather Larmour

Grant Boyle

Anne Schlorff

Dia Fox

Julian Milotic

Angela Clancy

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Andrea Reist

Marie Debrun

Sharlene Sedgewick Walsh

Gretchen Sangster

Karen Quigley Hobbs

FOR GRANDPARENTED EMPLOYEES ONLY

LETTER OF UNDERSTANDING #4

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Job Sharing

As of June 6, 2005, the existing Job Sharing positions remained in place for the incumbents. No new Job Sharing positions will be considered. A copy of the Letter of Understanding Re: Job Sharing, dated October 24, 2002 will be forwarded to each incumbent after ratification and a copy of such Letter of Understanding will be inserted into their personnel file.

Renewed in Kitchener this 27th day of, September 2019.

FOR THE REGION

FOR THE ONTARIO NURSES' ASSOCIATION

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LETTER OF UNDERSTANDING #5

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Entry to Practice Requirements

The Employer is required to honour the registration requirements of the Ontario College of Nurses and the requirements of the Health Protection and Promotion Act. It is not the Employer's intention to prevent Registered Nurses employed at the time of the College changes, from acquiring a new position within the Registered Nurse classification on the basis of their non-baccalaureate status.

Amended in Kitchener this 31st day of, October 2019.

FOR THE REGION

Heather Larmour

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Julian Milotic

Diana Brookes

Andrea Reist

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Karen Quigley Hobbs

FOR THE ONTARIO NURSES'
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LETTER OF UNDERSTANDING #6

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Professional Issues

In the event that the Employer assigns work to an individual nurse or group of nurses such that she/her or they have cause to believe that she/her or they are being asked to perform work of a quality or in a manner that is inconsistent with standards established by the College of Nurses, she/her or they shall communicate the concern(s) to the Manager using the agreed upon Notification of Professional Issues Form as soon as possible of the alleged improper assignment or at the latest within ten (10) work days.

The chairperson of the Union Management committee shall convene a meeting of the committee within ten (10) work days of filing the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties in keeping with the procedures developed by the parties.

Renewed in Kitchener this 31st day of, October 2019.

FOR THE REGION

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LETTER OF UNDERSTANDING #7

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Recruitment of Nurses – Temporary Registration

WHEREAS the Region would like to recruit nurses who fall into the following categories, the parties agree to the terms of this letter of agreement on a without precedent or prejudice basis:

- 1) Registered Nurses who have completed all of the requirements for their baccalaureate degree with university preparation in public health (typically a B.Sc.N. or B.A.A.N. degree) but have not yet had their degree conferred.

AND

- 2) Nurses who have not received a Certificate of Competence as a Registered Nurse from the College of Nurses of Ontario.

In order to recruit nurses that fall into category #1 above, the parties agree to the following terms and conditions:

- A) The Region's offer of employment will be conditional upon the following terms:
 - i) On or before their first day of employment, the

nurse must provide the Region with acceptable documentation verifying that they have a current certificate of competence as a Registered Nurse from the College of Nurses of Ontario.

- ii) The nurse must provide the Region with a letter from their respective university, which indicates that the nurse has completed all of the requirements for their baccalaureate degree and are only awaiting the presentation of their degree. The letter must contain the date the nurse will be presented with their degree (ie. Spring or Fall session). The letter must be acceptable to the Region. The letter will not be unreasonably denied.
- B) The nurse is required to provide the Region with a copy of their baccalaureate degree, within two (2) calendar weeks following the presentation of the degree.
 - C) If a nurse provides the Region with a letter noted in ii) above and is subsequently hired by the Region, and then finds that he/she will not be presented with their degree for a reason not found to be acceptable to the Region, the nurse shall be terminated from employment. In accordance with article 6.01 b) of the collective agreement, the nurse shall not have recourse to the grievance procedure.
 - D) Nurses hired in this capacity will be considered as probationary nurses, as per article 6.01 a) and b) of the collective agreement, for the entire period of time they are employed without the formal presentation of their degree. Once the nurse has provided the Region with a copy of their degree, they shall have one-half of the period of time they were employed without the formal

presentation of their degree, deducted from the probationary period defined in article 6.01 a) of the collective agreement, provided that the nurse must serve at least **five (5)** months, or **one hundred (100)** actual days worked, of probation.

- E) Nurses who have completed the probationary period defined in D above, shall have seniority and service dated back to their last date of hire, as per article 6.01 a) of the collective agreement.

In order to recruit nurses that fall into category #2 above, the parties agree to the following terms and conditions:

- A) The Region's offer of employment will be conditional upon the following terms:
 - i) On or before their first day of employment, the nurse must provide the Region with a copy of their degree, or alternatively must meet the requirements in category #1 A ii), B and C above.
 - ii) On or before the first day of employment, the nurse must provide the Region with a copy of their temporary Certificate of Competence as a Registered Nurse from the College of Nurses of Ontario.
- B) The nurse will be hired at 95% of the start rate for a BSCN, as defined in Appendix "A" of the collective agreement.
- C) When the Region hires a nurse under a temporary certificate of registration, the Employer will inform nursing staff on the program team. The notification will

also indicate which Public Health manager with a general class certificate of registration (RN) will be responsible for supervising the temporary class nurse's practice.

- D) The nurse will be required to write their exam for the Certificate of Competence as a Registered Nurse at the first set of exams following their offer of employment with the Region. The nurse will be required to provide the Region with proof of she/her registration for the said exam, on or before their first day of employment.
- E) Should the nurse fail to pass the exam, the nurse **may be placed on an unpaid leave of absence to re-write one more time at the next available exam, otherwise the nurse will be deemed to be not qualified for the position of registered nurse and** shall be terminated from employment. In accordance with article 6.01 b) of the collective agreement, the nurse shall not have recourse to the grievance procedure.
- F) The nurse will be required to provide the Region with a copy of their exam results, or a copy of their Certificate of Competence as a Registered Nurse, whichever they receive first, as soon as possible following the exam.
- G) Upon providing the Region with a copy of their Certificate of Competence as a Registered Nurse from the College of Nurses of Ontario, the nurse will receive retroactive payment for the difference between their starting rate of pay and the regular start rate, specified in Appendix "A" of the collective agreement.
- H) Nurses hired in this capacity will be considered as probationary nurses, as per article 6.01 a) and b) of the collective agreement, for the entire period of time they

are employed under their temporary Certificate of Competence. Once the nurse has provided the Region with a copy of their permanent Certificate of Competence as a Registered Nurse from the College of Nurses of Ontario, they shall have one-half of the period of time they were employed under their temporary certificate, deducted from the probationary period defined in article 6.01 a) of the collective agreement, provided that the nurse must serve at least **five (5)** months, or **one hundred (100)** actual days worked, of probation.

- I) Nurses who have completed the probationary period defined in H above, shall have seniority and service dated back to their last date of hire, as per article 6.01 a) of the collective agreement.

Amended in Kitchener this 30th day of, October 2019.

FOR THE REGION

Heather Larmour

Anne Schlorff

Julian Milotic

Diana Brookes

Andrea Reist

Sharlene Sedgewick Walsh

Karen Quigley Hobbs

FOR THE ONTARIO NURSES'
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LETTER OF UNDERSTANDING #8

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Immunization Programs

Whereas Public Health of the Regional Municipality of Waterloo must meet the demands of immunization programs implemented by the Government of Ontario,

Therefore, the parties agree to the following on a without precedent or prejudice basis:

1. The parties agree to amend Article 1.05 c) and d) of the collective agreement to allow regular and temporary part time nurses to work up to thirty five (35) hours per week, to meet the demands of the immunization program.
2. Following the completion of the program, the hours of work for regular and temporary part time nurses shall be those specified in Articles 1.05 c) and d) of the collective agreement.
3. Additional hours that exist as a result of an immunization program will be distributed in the following manner:
 - (a) Nurses from Immunization/VPD program first, followed by nurses in the IDDSH division will be scheduled prior to any other nurses in Public Health.

- (b) Where additional hours remain after scheduling nurses from the Immunization /VPD program and the IDDSH division, all part time nurses in Public Health will be notified of the opportunity to acquire additional hours and shall be asked to indicate their availability for additional hours. The additional hours will be distributed to available part time nurses in Public Health on the basis of seniority.
 - (c) Where regular and temporary part time nurses from divisions other than IDDSH express interest in additional hours, such hours will only be granted if the said nurses have fulfilled their commitments to their primary program.
 - (d) Where the above process has been carried out and additional hours are still available, Public Health may utilize the services of external nursing agencies and hospitals to meet the demands of the immunization program.
4. In the event that a reduction in staffing is implemented in advance of a scheduled clinic, external agency staff will be removed from the schedule first, followed by:
- casual and part time nurses from divisions other than IDDSH (in reverse order of seniority)
 - casual and part time nurses working extra hours from IDDSH programs other than IVPD (in reverse order of seniority)

Reductions in staffing will be completed with a minimum of twenty four (24) hours notice.

5. In the event that a clinic is cancelled with less than 24 hours notice, casual part time nurses and permanent part time

nurses who were scheduled to work will receive three (3) hours pay.

- 6. When the Region has determined that all nurses will be required to participate in the immunization program to enhance outbreak response preparedness (i.e. Pandemic)
 - (a) All Public Health Nurses will be notified of their required certification/in-service and shifts.
 - (b) Nurses will be asked to indicate their availability for specific shifts and assigned accordingly.
 - (c) In the event a clinic is less busy than anticipated and it is determined fewer staff are needed, with the exception of the Co-ordinators who will remain for the whole clinic, staff will be sent home as follows:
 - i) Nurses working overtime in reverse order of seniority
 - ii) Volunteers in order of seniority
 - iii) Part-time and casual part-time nurses as stated in number four (4) above.

Renewed in Kitchener this 27th day of, September 2019.

FOR THE REGION

FOR THE ONTARIO NURSES' ASSOCIATION

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LETTER OF UNDERSTANDING #9

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Compressed Work Week Arrangement

SECTION ONE - OBJECTIVES

The parties to this agreement agree to the following objectives with respect to compressed work week arrangements. The objectives are:

1. To enhance Public Health Services provided to the community ;or
2. To enhance job productivity and meet the needs of the program.

And

3. To enhance employee quality of life and/or job satisfaction.

SECTION TWO - GUIDING PRINCIPLES

The parties to this agreement mutually agree that the following guiding principles will apply with respect to compressed work week arrangements. Except as provided herein, the collective agreement applies.

Application

1. This Letter of Understanding applies to permanent full-time and permanent part-time nurses (excluding job share) who have successfully completed their probationary period.
2. The parties to this agreement understand that compressed work week arrangements may not be feasible in all program areas and for all assignments.
3. A nurse requesting to participate in a compressed work week arrangement shall forward such request to their manager, in writing. Such request must be received by the manager so that they have at least four (4) weeks notice prior to the date the arrangement is to begin, or such shorter time period as may be agreed to by the manager and nurse. Written requests shall include the proposed scheduled hours. Compressed work week arrangements will not be considered for periods of time less than 30 working days.
4. The recommendation for approval for a compressed work week will be at the discretion of the manager. Attendance and performance issues will be one of the considerations when determining a compressed work week arrangement. Compressed work week arrangements will be granted on a first come, first served basis, subject to #2 and #6. Final approval of any compressed work week arrangement will occur in Human Resources and Citizen Service, after recommendation from Public Health is received.
5. If a nurse's request for a compressed work week is denied, the manager may propose an alternative arrangement.

6. Where a manager seeks to establish a compressed work week arrangement, he/she will ask for expressions of interest from the program area. Where multiple expressions of interest are received, nurses will be chosen based on their indication of interest, skills and abilities, time availability and, all else being equal, seniority. The agreement of the nurse is required.
7. Any subsequent request from a nurse or a manager to change the compressed work week arrangement shall be given to the nurse or manager, in writing, at least four (4) weeks before the change is desired, or such shorter time period as may be agreed to by the manager and nurse.
8. Compressed work week arrangements may be suspended for the full pay periods in the months of July and August, which may include the last week of June and the first week of September and the full pay periods between December 15th and January 15th. Compressed work week arrangement suspensions will be in two (2) week blocks to reflect the applicable pay period(s). In the event that compressed work week schedules are suspended, all pre-approved vacations will be honoured based on the original approval.
9. An annual review and renewal process will occur with the participants in the summer months, prior to confirming the continuation of, or discontinuing of, the individual compressed work week arrangements. The review of the arrangement will consist of a review of the agreed objectives and discussion of scheduling needs of the Program with respect to guidelines around paid holidays, vacation, time off, etc..
10. The parties understand additional compressed work week arrangements may be denied if a program area has maximized the allowable number of arrangements. The number is designated by management per program area.

Hours of Work

11. Management will schedule compressed work week arrangements during the hours of 8:00 a.m. - 10:00 p.m., Monday to Thursday, and 8:00 a.m.- 6:00 p.m., Friday. For the purposes of compressed work week arrangements, the normal work day, as per article 9.01, will be considered to be the hours of work scheduled for any given day.
12. Unless otherwise approved by their manager, nurses will not be permitted to work more than the normally scheduled, seventy (70) hours in a pay period. Nurses can work a maximum of twelve (12) hours per day and forty-four (44) hours per week.
13. It is expected that employees in compressed work week arrangements will make routine medical and dental appointments outside of their scheduled hours.
14. Weekly or bi-weekly schedules established under a compressed work week arrangement must be consistent. For example, an acceptable weekly schedule could include two 10 hour shifts, one 8 hour shift and one 7 hour shift, with one day off, or a biweekly schedule of four 8 hour shifts, one 7 hour shift the first week and three 8 hour shifts, one 7 hour shift with one day off the second week.
15. Article 9 of the collective agreement applies, except that all compressed hours within the pay period are compensated at straight time, unless a nurse is authorized to work overtime by their manager.
16. This letter of understanding does not restrict the Region from scheduling nurses in accordance with Article 9.01 of the collective agreement.

17. If a manager subsequently determines that an approved compressed work week arrangement is not satisfactory, the manager may initiate a change in the hours of work of the employee(s) affected. In such circumstances, the employee(s) will be given at least four (4) weeks notice, or such shorter time period as may be agreed to by the manager and nurse.

Holidays (Full-time)

18. For the purposes of compressed work week arrangements the following will apply:

10.01 (a) Paid holidays shall be considered to be a seven (7) hour day.

10.01 (b) The floating holiday shall be considered to be a seven (7) hour day.

10.03 A day off with pay in lieu shall be considered to be a seven (7) hour day.

10.05 A regular day's pay shall be considered to be a seven (7) hour day.

Nurses will alter their hours during the pay period to accommodate the change in total hours as a result of the above. The arrangement requires the approval of the manager.

Holidays (Part-time)

19. For the purposes of compressed work week arrangements the following will apply:

10.06 (a) Paid holidays shall be considered to be a seven (7) hour day.

(b) The collective agreement shall apply.

Nurses will alter their hours during the pay period to accommodate the change in total hours as a result of the above. The arrangement requires the approval of the manager.

Vacation

20. A vacation day will be considered to be the regular scheduled hours for that day. For the purposes of compressed work week arrangements, the vacation entitlements provided in Article 11 of the collective agreement, will be regarded in hours. For example, if an employee takes a nine (9) hour day off as vacation, they will have used nine (9) hours of vacation credits.

Sick Leave

21. Any employee who is absent from work because of illness (personal or family) will be deemed to be absent from work for the regular number of hours scheduled for that day. For example, if an employee takes a nine (9) hour day off as sick leave, they will have used nine (9) hours of sick leave.

Bereavement Leave

22. A bereavement leave day will be considered to be the regular scheduled hours for that day.

Renewed in Kitchener this 27th day of, September 2019.

FOR THE REGION

Heather Larmour

FOR THE ONTARIO NURSES'
ASSOCIATION

Grant Boyle

Anne Schlorff

Dia Fox

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Sharlene Sedgewick Walsh

Gretchen Sangster

Karen Quigley Hobbs

LETTER OF UNDERSTANDING #10

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Positions fulfilling Weekend Work requirements in Public Health

To provide weekend staffing in order to fulfill the requirements of the **Child and Family Health, Healthy Living and Infectious Disease, Sexual Health and Harm Reduction Divisions** within Public Health, the parties to the Collective Agreement agree to the following:

1. The previous letters of understanding signed by the parties on April 30, 2004, January 21st, February 25th, 2005 and February 1st, 2006 shall be succeeded by this letter of understanding.
2. Management **may** hire up to **six (6)** full time **equivalent Public Health** nurses in accordance with Article 7 of the Collective Agreement, to provide weekend and weekday coverage.
3. The terms and conditions of the Collective Agreement shall apply for these positions except as amended by this Letter of Understanding.

- A) For the purposes of these positions only, Article 9.01 shall be amended as follows:

The nurses' normal days of work shall include Saturday and/or Sunday.

- B) The nurses' hours of work will be those prescribed in Article 9.01 of the Collective Agreement.

- C) Overtime shall not apply on work regularly scheduled on Saturdays and Sundays or **in the following situations:**

- **when a nurse requests to alter their schedule;**
- when employees are scheduled to work Saturdays or Sundays to enable them to complete a full work week;
- when a change of scheduled work is arranged between employees and is approved by the Manager, which may necessitate employees working hours in excess of the normal work week.

4. Employees shall be paid a weekend premium of two dollars (\$2.00) per hour for each hour worked between 5:00 pm Friday and 8:00 am Monday.

5. Where the nurse's normally scheduled day off occurs on a paid holiday as identified by Article 10.01, the nurse will be provided with a day off with pay in lieu of such holiday at a mutually satisfactory time in accordance with Article 10.04.

6. **Where management determines that a backfill is required, shifts will be allocated on a rotational basis.** A list will be circulated to all nurses (full-time, part-time and casual) within each program area on a quarterly basis, at a minimum, so they may voluntarily sign up to be contacted for additional weekend shifts where management deems that additional staff or back-up coverage is required for volume and/or nurses

on vacation, sick or otherwise absent from work.

Assignment of work on a paid holiday will be from a separate voluntary sign-up list, circulated quarterly within the program area, on the basis of seniority and rotationally to maintain equity of available work on paid holidays.

This provision will be administered in accordance with the following conditions:

- i) Nurses may volunteer for more than one shift, provided that no nurse shall be permitted to work more than six (6) shifts in a seven (7) day period.
- ii) Available shifts will be distributed rotationally on the basis of seniority within the program area. Casual nurses will only be scheduled after the full-time and part-time nurses who have signed the quarterly list by the deadline have been offered the available shifts.
- iii) Nurses will not be entitled to remuneration under Article 9.03 d) of the Collective Agreement for signing the list. Signing the list only indicates availability and is not a commitment to work.
- iv) Nurses shall remove their names from the list if they no longer wish to be contacted.
- v) If required shifts have not been staffed after i) to iv) have been administered, Management shall fulfil the requirements of the program area by assigning nurses to those shifts or stand-by. The assigned nurse will be on stand-by for hours assigned by Management and will receive stand-by pay as per 9.03 (d) of the Collective Agreement.

- vi) Assignments will be made to full-time and part-time nurses rotationally in reverse order of seniority from the program area. The assigned nurse has the option of finding their own replacement, with the requirement that the switch is made in writing (or e-mail) and is approved by the Manager, in advance of the shift. If the nurse in line for assignment is on sick leave of any duration (including family leave) or vacation or compensating time that exceeds one (1) day, the nurse will not be considered available for work until they return to work following the time off.

A part-time nurse unable to work on a holiday that falls on her regularly scheduled day as a result of the rotational assignment, will, if she makes herself available, be assigned to work on another day of the week if additional work is available.

7. Should Management determine that additional, regular weekend staffing is required, the parties agree to **meet and** discuss these situations on a case-by-case basis.

Renewed in Kitchener this 31st day of, October 2019.

FOR THE REGION

Heather Larmour

Anne Schlorff

Julian Milotic

Diana Brookes

FOR THE ONTARIO NURSES'
ASSOCIATION

Grant Boyle

Dia Fox

Angela Clancy

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Gretchen Sangster

Karen Quigley Hobbs

LETTER OF UNDERSTANDING #11

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Health Promotion and Research Analyst (Formerly Public Health Planner P.H.P.)

Whereas Ontario Nurses' Association filed grievances concerning the Public Health Planner (P.H.P.) position (ONA Union Grievances #930618, 940300, 97-001);

And whereas the parties wish to resolve these grievances;

Therefore the parties agree as follows in full and final settlement of the grievances:

1. ONA agrees to withdraw the grievances noted above.
2. The parties agree that future vacancies in the P.H.P position shall be posted in both the ONA and CUPE (Full-Time) Bargaining Unit, where required by the applicable Collective Agreement (i.e. Article 7, 7.01 ONA Collective Agreement).
3. Where the successful applicant is a registered nurse or graduate nurse, she will be placed in the ONA bargaining unit and will receive the C.U.P.E. rate of pay for the P.H.P classification.
4. If the Employer selects a non-registered nurse or non-

graduate nurse to fill a full-time or part-time P.H.P position, ONA agrees that it will not file a grievance even though the full-time position is placed in the C.U.P.E. full-time bargaining unit or the part-time position is non-union.

For purposes of clarity and without restricting the generality of the foregoing, it is agreed that the Employer may hire a non-registered nurse or non-graduate nurse into the C.U.P.E. Bargaining Unit or part-time Non-Union position, even though there was only one or more internal applicants from within the ONA Bargaining Unit.

5. The parties agree that with respect to the P.H.P position, date of hire within the Region of Waterloo will govern in the event of layoff.
6. In the event of a layoff in the P.H.P classification in the ONA bargaining unit, it is understood that the registered nurse or graduate nurse in the P.H.P position affected will be entitled to bump within the ONA bargaining unit only pursuant to the ONA Collective Agreement.
7. In the case of seniority issues and vacation entitlement, the ONA Collective Agreement will govern with respect to ONA members.

8. The parties agree that these Minutes of Settlement are without prejudice or precedent to the position of either party with respect to any future position other than P.H.P.

Renewed in Kitchener this 31st day of, October 2019.

FOR THE REGION

Heather Larmour

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NOTE: Public Health Planner title has been changed to Health Promotion and Research Analyst.

LETTER OF UNDERSTANDING #12

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Frozen Sick Banks For Part-Time Nurses

Within 6 months of ratification any part-time nurse who was hired prior to March 22nd, 2000, and who is eligible for a sick leave payout may have her frozen sick bank (one-half (1/2) of the accumulated sick leave, not exceeding the equivalent of 6 months salary) paid out. The nurse will contact Human Resources and Citizen Service in writing requesting an appointment to meet and discuss the process for payout.

Renewed in Kitchener this 30th day of, October 2019.

FOR THE REGION

FOR THE ONTARIO NURSES'
ASSOCIATION

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LETTER OF UNDERSTANDING #13

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Job Differential

Employees who are temporarily assigned to perform a supervisor or manager’s normal duties of assigning, delegating, co-ordinating and overseeing the work to be performed, in addition to their own duties, will be paid a pay differential of 7.5% on their rate of pay for all hours worked while in the assignment. Employees will not deal with any labour relations issues such as discipline or recruitment activities.

It is understood members assigned these duties will remain in the Bargaining Unit. The assignment will not exceed three (3) consecutive months without mutual agreement between the parties.

Amended in Kitchener this 27th day of, September 2019.

FOR THE REGION

FOR THE ONTARIO NURSES’
ASSOCIATION

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LETTER OF UNDERSTANDING #14

Between:

THE REGIONAL MUNICIPALITY OF WATERLOO

and:

ONTARIO NURSES' ASSOCIATION

RE: Alternative Work Arrangements

During the life of the collective agreement, the parties agree to discuss possible alternative work arrangements at labour management meetings.

Renewed in Kitchener this 27th day of, September 2019.

FOR THE REGION

FOR THE ONTARIO NURSES'
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