

COLLECTIVE AGREEMENT

Between:

THE REGIONAL MUNICIPALITY OF YORK
(Hereinafter referred to as the "Employer")

And:

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

Expiry Date: March 31, 2019

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established under this Agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible public health services.
- 1.02 The Employer recognizes the Association as exclusive bargaining agent for all registered nurses, and graduate nurses employed by the Employer in its Health Services Department, employed in Public Health programs, except nurses holding the position of Manager in the Health Services Department and nurses holding any position above this position.
- 1.03 All references to officers, representatives and Committee members of the Association, in this Agreement shall be deemed to mean officers, representatives and Committee members of the Association's duly chartered local, namely, Local 16 - Ontario Nurses' Association, York Region Health Services bargaining unit. All correspondence sent by the Employer to the Association should be sent to such chartered local.
- 1.04 The employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 – REPRESENTATION AND ASSOCIATION SECURITY

2.01 (a) Grievance Committee

The Employer recognizes a Grievance Committee hereinafter referred to, consisting of two (2) Association representatives and a representative of the Ontario Nurses' Association.

- i) Union agrees to conduct any union business at the Employer's premises in a reasonable manner.
- ii) The time shall be devoted to the prompt handling of the business.
- iii) The member concerned shall obtain the permission of his/her immediate manager before leaving her work. Such permission shall not be unreasonably withheld.
- iv) The Employer reserves the right to limit such time if the time taken is unreasonable.
- v) At any time, an alternate appointed will have the opportunity to replace an absent Committee member
- vi) Newly appointed representative will have the opportunity to attend grievance meetings as a learning opportunity.

(b) Association/Management Committee

- i) An Association/Management Committee consisting of three (3) representatives from the Association and three (3) representatives from Management shall be instituted to discuss matters of mutual concern related to public health nursing.
- ii) The purpose of the Committee includes:
 - (a) promoting and providing effective and meaningful communication of information and ideas; making recommendations on matters of concern including the quality and quantity of public health nursing;
 - (b) Deal with workload complaints in accordance with Article 21.02;
 - (c) Discussing and reviewing matters relating to orientation and in-service programs;
 - (d) Matters that are not the subject of a grievance; and
 - (e) Other issues may be considered by mutual consent of the Committee.
- iii) This Committee should meet at mutually satisfactory times. In the event that the parties cannot agree on a time when the Association/Management Committee shall meet, either party shall have the right to give to the other party fifteen (15) days' notice (calendar days) of such meeting. Notice to the Employer shall be given to its Department Head, or his or her designate. Notice to the Association shall be given to the Bargaining Unit President of the Association. Notice of such meeting shall be given by pre-paid registered mail and shall be deemed to have been given on the date on which the said notice is mailed. The Chairmanship of such meetings will be rotated, and a written record will be maintained of matters discussed by this Committee and the disposition as to these items.
- iv) A representative of the Ontario Nurses' Association may attend such meeting if requested by either party.
- v) The Employer further agrees that committee representatives shall suffer no reduction in regular earnings as a result of these meetings with management.

(c) Negotiating Committee

The Employer shall recognize a Negotiating Committee of four (4) representatives from the Association, whose functions shall be to negotiate renewal Collective Agreements with the Employer.

A representative of the Ontario Nurses' Association may attend if requested by the Association.

The Employer further agrees that Committee representatives shall suffer no reduction in regular earnings as a result of these meetings with management.

2.02 For the purpose of meeting with the Employer, members of the Grievance Committee are permitted to be absent from work without loss of salary on the following conditions:

- (a) Such business must be between the Association and the Employer. Nurses having grievances cannot discuss these with the representatives in working hours except in the case of a discharged nurse.
- (b) The time shall be devoted to the prompt handling of the said business.
- (c) The member concerned shall obtain the permission of his/her immediate supervisor before leaving her work; such permission shall not be unreasonably withheld.
- (d) The time away from productive work shall be reported in accordance with the timekeeping methods of the Employer.
- (e) The Employer reserves the right to limit such time if the time so taken is unreasonable.

2.03 The Association may engage in Association activities during working hours or hold meetings at any time on the premises of the Employer with the permission of the Division Director or designate. Permission shall not be unreasonably denied, subject to Articles 2.01 and 2.02.

2.04 No Discrimination

The Employer and the Association agree that there shall be no discrimination as defined by the Ontario Human Rights Code, or because of Association membership or non-membership, or activities on behalf of the Association, or because the member exercised his/her rights under the Collective Agreement.

2.05 Association Dues

- (a) The Employer will deduct each month from pay due to each nurse who is covered by this Agreement, a sum equal to regular monthly Association dues of each such nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association each month its cheque for the dues deducted under this clause, accompanied by a list of those from whom the dues have been deducted. When a new employee is hired, the Employer shall advise the Association of the new employee's social insurance number within two (2) weeks. The new employee must consent to the release of the social insurance number.

The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

- (b) The Employer will include the amount of annual union dues paid on the income tax (T4) form for each union member.
- (c) The Employer will provide on a monthly basis to the Association a list(s) of ONA employees. The list(s) shall include the status of the employee (active, leave, and terminated).

2.06 Bulletin Board

A bulletin board will be made available for the sole use of the Association at each office of the Health Services Department.

2.07 Association Orientation

The Employer agrees that a representative of the Association shall be allowed a period of up to twenty (20) minutes during regular working hours to interview newly hired nurses within the first month of their employment. At such interviews, membership forms may be provided.

ARTICLE 3 – MANAGEMENT RIGHTS

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

3.02 The Association further recognizes the right of the Employer to operate and manage the York Region Health Services in all respects in accordance with its commitment and its obligations and responsibilities. The right to decide on the number of nurses needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all of its offices in The Regional Municipality of York, are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the nurses, but before altering any such rules the Employer will discuss same with the Bargaining Unit President and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

3.03 Nurses Outside of the Bargaining Unit

The Association recognizes the right of the Employer to hire nurses from outside of the bargaining unit for coverage of vacancies due to illness, leave of absences and/or for peak workload periods. Work will be offered to bargaining unit nurses, except for overtime, prior to non-bargaining unit nurses being called in.

ARTICLE 4 – DEFINITIONS AND HOURS OF WORK

4.01 Hours of Work

- (a) The normal hours of work will not commence earlier than eight (8) a.m. nor end later than ten (10) p.m. Monday through Friday.
- (b) Where a nurse works on Saturday, Sunday or Statutory Holidays, the normal hours of work will not commence earlier than eight (8) a.m. nor end later than six (6) p.m.
- (c) Nurses will not be required to work more than one (1) weekend/month, with no consecutive weekends unless mutually agreed upon by the nurse and the Employer.
- (d) When nurses are scheduled to work a shift and the shift is cancelled without twenty-four (24) hours notice:
 - i) the nurse will be paid for one-half of the scheduled shift;
 - ii) where the scheduled shift ends earlier than the booked time, the nurse will be paid for one-half of the remaining time of that shift.
- (e) For weekends and/or standby/on call, where there is insufficient coverage, nurses shall be assigned to meet program needs on the following basis:
 - i) voluntary; or,
 - ii) equitable distribution in reverse order of seniority to those nurses who have not worked the required weekends during the calendar year.
 - iii) schedules reflecting such volunteerism or assignment will be posted four (4) weeks in advance of a six (6) week schedule.

N.B. The same assignment process shall be used for coverage during the week.
- (f) Nurses who wish to work additional weekends may volunteer for additional weekend work and will indicate their availability in writing to the Manager on a quarterly basis (January 1, April 1, July 1, and October 1) of each year to allow for scheduling.
- (g) Nurses shall not be paid to get to work and to return home from work.
- (h) i) On occasions when a full time or part time nurse goes to his/her first appointment directly from home, mileage and time will be tracked from his/her home or his/her office to the appointment whichever is less. It is further understood that shift premium will not apply to the travel time.

- ii) On the occasions when a full time or part time nurse goes directly home from his/her last appointment, mileage and time will be tracked from that appointment to his/her home or office whichever is less. It is further understood that shift premium will not apply to the travel time.
- (i) i) No nurse will be required to work a split shift unless mutually agreed upon by the Employer and the nurse involved.
- ii) Where a nurse is working an intermittent schedule during the course of any one day, such travel time shall be included as part of the normal hours of work.

(j) Scheduling of Casual Nurses and Childbirth Educators

Scheduling needs differ across programs and divisions and are based on program delivery requirements. Protocols for scheduling, availability requirements and commitments will be developed by program areas to reflect those unique needs.

For the purposes of this article the word "shift" denotes clinic/lecture series/hours assigned.

- i) A schedule, identifying shifts to be filled will be circulated to Casual Nurses and Childbirth Educators.
- ii) Casual Nurses and Childbirth Educators will sign up for/be assigned shifts as per the program area protocol.
- iii) Once the schedule has been posted/circulated, it is the expectation that the Casual Nurse and Childbirth Educator will work the shifts scheduled.
- iv) If a Casual Nurse and Childbirth Educator wishes to change the agreed upon schedule, it is that individual's responsibility to find a replacement and notify the Manager.
- v) If a nurse is unable to work a shift due to illness, injury or approved leave, the shift will be assigned.
- vi) A Casual Nurse and Childbirth Educator will be compensated for shifts cancelled with less than 24 hours notice as per article 4.01 d) i) and ii).
- vii) Any unfilled shifts in a schedule will be assigned, based on volunteers, equitable distribution and seniority, according to the process defined in the program area protocol.
- viii) Schedules or assignments will be posted at least four (4) weeks in advance of a six (6) week schedule.

- ix) Casual nurses shall be offered work on an equitable basis within their team up to, but less than 70 hours/pay period. If qualified, casual nurses shall be offered additional work on an equitable basis up to, but less than 70 hours/pay period across all teams.

4.02

Definitions

- (a) A permanent full-time nurse - is a nurse employed to work seventy (70) hours over a two (2) week pay period on a regular basis.
- (b) A permanent part-time nurse - is a nurse who makes a commitment to be available to work a predetermined number of hours but less than seventy (70) hours in a two week pay period.
- (c) A casual nurse - is a nurse employed on an interim basis and is paid on a hourly basis but will work less than seventy (70) hours in a two (2) week pay period.
- (d) A temporary full-time or part-time nurse - is a nurse employed to fill a temporary requirement for a specified period of time.
- (e) Graduate Nurse
 - i) A graduate nurse pending registration is a nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act 1991 and its Regulations and must obtain his/her General Certificate of Registration prior to the expiry of her Temporary Certificate.
 - ii) If the nurse fails to obtain his/her General Certificate of Registration prior to the expiry of his/her Temporary Certificate Registration, but in any case not longer than one (1) year from he/her date of hire, he/she will be deemed to be not qualified for the position of Registered Nurse and he/she will be terminated from the employ of the Region. Such termination shall not be the subject of a grievance or arbitration.
 - iii) A nurse who holds a Temporary Certificate of Registration shall be paid at a rate below Step 1 of Schedule "A" at the fixed rate of 95% per hour of the classification rate.
 - iv) Upon proof of receiving a General Certificate, the rate of pay shall be at Step 1.
- (f) A Childbirth Educator is a nurse hired to provide childbirth education classes as scheduled by the employer. The Childbirth Educator is classified as casual for the purpose of seniority only and is entitled to vacation and paid holidays as per articles 9 and 18. The hours of work provisions in Articles 4.01 (a), (b) and (c) do not apply to Childbirth Educators.

4.03 Part-Time Scheduling

- (a) A master schedule outlining hours of work will be implemented.
- (b) Part-time nurses may be offered hours beyond their predetermined regularly scheduled hours, but less than seventy (70) hours per two week pay period, on an equitable basis within their team.
- (c) Part-time nurses with the required skills and knowledge may be offered hours beyond their predetermined regularly scheduled hours, but less than seventy (70) hours per two week pay period on an equitable basis across all teams within Public Health programs.

There will be a yearly request for expressions-of-interest and an assessment process to identify qualified nurses to be considered for available shifts. All scheduled hours will be only offered to pre-qualified nurses.

- (d) Nurses hired to a particular division, will be offered hours, in that division, prior to shifts being offered outside of the division. Where possible, extra hours will be offered to permanent part-time nurses prior to being offered to temporary part-time and casual nurses.

4.04 Temporary Employees

A temporary employee is an employee who works in either a full-time or part-time position for up to twenty-four (24) calendar months.

A temporary employee may be considered for additional temporary positions but must complete the full term of the initial temporary position unless the additional temporary position:

- i) means an increase to temporary full-time hours;
- ii) constitutes a promotion;
- iii) is on the same team;
- iv) is within eight (8) weeks of completing his/her current temporary position.

At the end of the temporary position, the temporary employee will be deemed to be terminated without recourse to the grievance and/or arbitration provisions, or the lay-off and recall provisions in this agreement.

If a temporary employee is the successful applicant to a posted permanent position, he/she will receive credit for service and seniority from his/her original date of hire.

Temporary employees are not entitled to top-up under the pregnancy/parent leave provisions of this agreement.

4.05 Temporary Position

A temporary position is a position created to respond to a temporary increase in workload, the absence of a regular employee or the need to complete job/task for a fixed term.

A temporary position may extend for a period of up to twenty-four (24) calendar months.

A permanent full-time or permanent part-time employee who fills a temporary position will retain his/her permanent status. While employed in the temporary position, he/she will receive benefits based on the number of scheduled hours of work, for the duration of the temporary position.

A permanent employee shall revert to their permanent position and office at the end of the temporary position if available. The employee will not be eligible to have his/her application for a further temporary position considered for a period of up to six (6) months from the date of return to his/her permanent position unless the "employer" agrees that having the employee accept another temporary position, without returning to their permanent position, would be mutually agreeable. For purposes of this Article, it is understood that the "employer" is the permanent "home" position of the employee.

It is also understood, for purposes of this Article, that the cumulative period of time a permanent employee may be absent from their permanent "home" position may not exceed twenty-four (24) months.

4.06 Temporary Assignment

- (a) When filling a temporary assignment, the Employer may assign the duties to any nurse it deems able to perform the assignment. The Employer shall notify all nurses of the temporary assignments and the Employer shall consider all of the nurses who have notified the Employer of their interest in the assignment.
- (b) The temporary assignment can include the nurse performing his/her other regular duties. The performance of the temporary assignment and the nurse's regular duties are subject to the overtime provisions in the event that the combined duties exceed seventy (70) hours in a pay period. Overtime is subject to management pre-approval.
- (c) Upon completion of the assignment, the nurse will be returned to his/her former position on the same team and in the same office, if available.

4.07 Overtime

- (a) All hours approved worked over seventy (70) hours in a pay period are subject to the provisions of overtime.
- (b) Overtime can be taken as paid (at time and one half) or time in lieu (accumulated at the rate of time and one half).

- (c) Where the nurse anticipates that she will be in an overtime situation, she shall get prior approval for such overtime from her manager. In exceptional circumstances, where the nurse was not able to obtain prior approval from her manager, she must provide the rationale for such overtime in writing the following day.

4.08

Lieu Banks

- (a) Where a full-time nurse has worked more than 70 hours in a pay period and elects to take time in lieu of pay, hours will be added to his/her lieu bank at time and a half.
- (b) Where a part-time nurse works more than her regularly scheduled hours, and elects to take time in lieu of pay, hours will be added to his/her lieu bank at straight time.
- (c) Lieu banks will be limited to seventy (70) hours at any point in time for a full-time nurse and up to sixty (60) hours for a part-time nurse based on regular scheduled hours worked.
- (d) Hours owed in excess of c) above will be compensated at the employee's regular hourly rate.
- (e) Lieu time off will be taken at a time mutually agreed upon by the Employer and the employee.

4.09

Shift Premium

- (a) A shift premium of \$1.20 per hour shall be paid for all hours worked **between the hours of 6pm – 10pm as required by the Employer and not as a result of Flex time outlined in article 4.10 of the Collective Agreement.**

Childbirth Educators (CBE) are not included

- (b) A shift premium of \$1.20 per hour shall be paid for all hours worked on a Saturday, Sunday or Statutory Holiday.
- (c) Shift premium shall not be included as part of the regular working hours for the purpose of calculating overtime.
- (d) Shift premium does not apply to Standby/Call Back.

4.10

Flex Time

A nurse may request to flex her hours of work as long as operational needs can be met. With management approval, a nurse may choose to utilize flex time as per Regional policy. In the event a flex time request is denied, management will provide the explanation for refusal in writing to the nurse. Where the nurse chooses to flex hours outside of the hours defined in Article 4.01, as hours of work, shift premiums will not apply. Flex time only applies to the arrangement of work within a two (2) week pay period. Therefore, hours worked and used must be within a two (2) week period.

ARTICLE 5 – TRANSFER, PROMOTION, LAYOFF AND RECALL

5.01 Prior to making an appointment to a vacant or a new position within the bargaining unit, the Employer shall post notice of such a vacancy or new position on bulletin boards at all of its offices for a period of at least seven (7) working days during which time employees will have the opportunity to apply and be considered for the position before the position is advertised outside the service of the Employer. Job postings will outline the qualifications and responsibilities of the position. Once the job is filled, the Employer shall post the name of the successful applicant for a period of at least three (3) working days.

The Employer may advertise simultaneously when posting, where it believes no current nurse has the qualifications for the position advertised. In the event current employees with the required qualifications do apply, they shall be appointed. External applications will only be considered when no qualified applicant applies.

In the case of temporary positions, the Employer may advertise simultaneously when posting.

5.02 In filling a vacancy, the successful incumbent shall be determined by the following factors: skill, ability, qualifications, experience, and performance.

Seniority is only a factor when the skill, ability, qualifications, experience, and performance of the applicants is relatively equal. In cases where the applicants are relatively equal seniority is the deciding factor.

- 5.03
- (a) A nurse who is transferred to a position outside the bargaining unit for a period of not more than six (6) months shall not suffer any loss of seniority, service or benefits.
 - (b) A nurse who is transferred out of the bargaining unit for a period of more than six (6) months but not more than twenty-four (24) months shall retain, but not accumulate his/her seniority held at the time of the transfer. In the event that the nurse is returned to the bargaining unit he/she shall be credited with seniority held at the time of transfer and resume accumulation from the date of his/her return to the bargaining unit.
 - (c) 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 he/she will lose all seniority held at the time of the subsequent transfer.
 - (d) In the event that the nurse is transferred to a position outside of the bargaining unit for a period in excess of twenty four (24) months he/she will lose all seniority held at the time of transfer. In the event that the nurse is returned to a position in the bargaining unit, the nurses' seniority will accrue from the date of his/her return to the bargaining unit.
 - (e) When a nurse is temporarily transferred to another unionized position outside of ONA's bargaining unit, the nurse shall have the opportunity to return to his/her former ONA position following the temporary transfer. While in this temporary position, the nurse shall be subject to the terms of the other union's collective agreement including union dues. In the event of an ONA lay-off, this nurse shall retain his/her ONA lay-off rights.

- (f) When a nurse is temporarily transferred to a non-union and/or management position, he/she shall continue to be covered by all of the terms of the ONA collective agreement including the payment of union dues.
- (g) Nurses in acting management positions will not do progressive discipline.

5.04

Vacancies

- (a) A nurse selected as a result of a permanent vacancy shall not be eligible to have her application for a further vacancy considered for a period of up to six (6) months from the date of selection except for the following:
 - i) the opportunity to change from a permanent part-time to a permanent full-time status; or status of permanent full-time to permanent part-time; or,
 - ii) the vacancy constitutes a promotion; or,
 - iii) the Employer agrees that having the nurse be considered for the position is mutually beneficial for the nurse and management.
- (b) A probationary nurse may be considered for any posted permanent vacancy.

5.05

Layoff and Recall

- (a) In the case of a layoff, the Employer will lay off nurses in reverse order of seniority in the following order:
 - temporary employees who have not completed probation
 - permanent employees who have not completed probation
 - all temporary in reverse order of seniority
 - all permanent in reverse order of seniortiy

The nurses remaining after the layoff shall be willing, capable and qualified to perform the available work.
- (b) Nurses shall be recalled to positions in the bargaining unit on the basis of seniourty.
- (c) All nurses who are on layoff will be given job opportunities in the bargaining unit before any new nurse is hired in the bargaining unit.
- (d) In the event of a proposed layoff at the Health Services Department of a permanent or long term nature, or the elimination of a position within the bargaining unit, the Employer will:
 - 1) provide the Association with no less than thirty (30) days notice of such layoff or elimination of position; and

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

ARTICLE 6 – SENIORITY

6.01 Probation

A newly hired, permanent full or part-time or casual nurse is on probation until he/she has completed 910 hours of work.

The Employer shall provide a written performance appraisal after 455 hours of work for the purpose of providing feedback and performance expectations.

If retained after the probationary period, the permanent full-time or part-time or casual nurse shall be credited with seniority/service from the date of hire.

- (a) Where the Employer requests an extension of a probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. Any extension to the probationary period will not exceed an additional four hundred and fifty-five (455) hours worked, and where requested, the Employer will advise the nurse and the Association of the reason for the extension.

(b) Temporaries

A temporary nurse who transfers to permanent status will be deemed to have served her probationary period of 910 hours during his/her temporary position unless he/she has worked less than the 910 hours.

If retained after the probabtionary period, the permanent nurse shall be credited with seniority and service from his/her date of hire.

6.02 Seniority/Service

- (a) 1820 hours equals one (1) full year of seniority. The full-time nurse will be credited a maximum of 1820 hours each calendar year. Partial years will be pro-rated.
- (b) Part-time nurses will be credited with service and seniority for all paid hours.

- (c) When a part-time nurse converts to full-time status, his/her seniority hours shall be capped at 1820 hours per calendar year.

6.03 ONA Seniority List

A seniority list showing each nurse's name and professional category shall be posted on bulletin boards in conspicuous places on the Employer's premises and shall be revised every six (6) months. Complaints concerning the accuracy of **the most recent seniority list posted** shall be a proper subject for filing of a grievance hereunder provided that if no complaint is filed as a grievance in accordance with the time limits set out herein such list shall be presumed to be accurate. A copy of such list will be made available to the Association at the time of posting.

6.04 Retention and Accumulation of Seniority

Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:

- (a) approved leave of absence with pay;
- (b) approved leave of absence without pay for a period of up to eight (8) continuous work weeks, in any calendar year;
- (c) when in receipt of Workplace Safety Insurance Board benefits, as a result of an injury incurred while on duty with the Employer;
- (d) when on sick leave up to a period of six (6) months in any calendar year;
- (e) when on an approved educational leave of absence of not more than two (2) years' duration.
- (f) when on pregnancy/adoption leave.

6.05 (a) Retention of Seniority

Seniority shall be retained but shall not accumulate when a nurse is absent from work under the following circumstances:

- i) when on approved leave of absence without pay in excess of eight (8) continuous work weeks;
- ii) when in receipt of long term disability payments, pursuant to Article 18.07;
- iii) during a layoff period.

(b) Retention of Service

Service shall be retained but shall not accumulate when a nurse is absent from work under the following circumstances:

- i) when on approved leave of absence without pay in excess of five (5) continuous work weeks;

- ii) when in receipt of long term disability payments, pursuant to Article 18.07;
- iii) during a layoff period.

6.06 Loss of Seniority and Service

Seniority and service shall terminate and a nurse shall cease to be employed by the Employer when he/she:

- (a) leaves of his/her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) fails to return to work (subject to the provisions of Article 6.04(e) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (e) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced – not to be applied in a manner inconsistent with the Human Rights Code;
- (f) if a nurse fails to return to work following a lay-off within fourteen (14) calendar days after the mailing to his/her of notification by prepaid registered mail, addressed to his/her last known address, unless failure is occasioned by sickness or other reasonable cause. It will be the responsibility of the nurse to keep the Employer informed of his/her current postal address.
- (g) retires.
- (h)
 - i) as a casual nurse, does not work any shifts for a period of ten (10) weeks for reasons other than legitimate illness, injury or approved leave of absence (provided that the Employer has offered work during this period).
 - ii) as a casual nurse, does not work any shifts for a period of twelve (12) months for reasons other than legitimate illness, injury or approved leave of absence.

6.07 Retention and Accumulation of Seniority and Service while on Pregnancy or Parental Leave

In the case of pregnancy leave, seniority and service shall be retained and accumulated during the first seventeen (17) weeks, but shall not accumulate thereafter. Similarly in the case of a parental leave, seniority and service shall be retained and accumulate for up to thirty-five (35) weeks of such leave.

- 6.08 (a) A nurse who is hired from another Health Unit shall have his/her service hours recognized from the date on which the nurse was first employed continuously with other Health Units. The service shall be recognized for the purpose of vacation and the sick leave plan.

- (b) A nurse who is hired from the hospital sector and who has relevant Public Health experience within one (1) year of employment with the Region shall have his/her service hours recognized from the date of his/her continuous public health experience. The service shall be recognized for the purpose of vacation and the sick leave plan.
- (c) It is understood that it is a nurse's responsibility to bring forward to the Employer details of his/her service hours with another Health Unit as set out above under 6.08 (a) and (b) within their first six (6) months of employment with the Employer. Should this not be done within their first six (6) months, such service will not be recognized.

6.09 In recognition of past agreements, nurses hired prior to January 1, 1998 and who were transferred to The Regional Municipality of York from the Oshawa Department of Health, the York County Health Unit, the York County District Health Unit, or the York Regional Health Unit, shall have their seniority/service hours recognized from the date on which the nurses were first employed continuously by these Employers.

ARTICLE 7 – SALARIES AND PROFESSIONAL CLASSIFICATIONS

7.01 The salaries and professional classifications shall be as set forth in Appendix "A" and shall remain in effect for the duration of this Agreement. The bi-weekly salary indicated is the official salary rate. Annualized and hourly rates are for information and administrative purposes only.

- (a) A permanent full-time nurse shall proceed to the next step of the salary schedule Appendix "A" on his/her anniversary date.
- (b) A permanent part-time nurse shall proceed to the next step of the salary schedule of Appendix "A" after completing 1820 hours of work.
- (c) A casual nurse shall proceed to the next step of the salary schedule of Appendix "A" after completing 1600 hours of work.
- (d) In the event of a promotion from Registered Nurse to Public Health Nurse, the nurse shall advance twelve (12) months after the date of the promotion, subject to Article 7.03. The nurse's date of hire will be used to determine sick leave and vacation entitlement.

7.02 The Employer agrees that the establishment of any new classification shall be on the basis of fairness and equity and will apply to only newly created positions or the revision of present positions where there has been a significant change in responsibilities. The salary for such new classifications shall be negotiated with the Association. If the parties are unable to agree, such dispute would be submitted to Arbitration in accordance with Article 14.

- 7.03 On promotion to a higher classification, a nurse shall receive a salary according to the first step in the higher classification which is greater than the salary he/she was receiving immediately prior to his/her promotion. Thereafter, for purposes of progression to the next higher step within the new classification, the nurse shall proceed to the next step twelve (12) months after the effective date of his/her promotion.
- 7.04 All nurses shall be paid earned salaries on a bi-weekly basis. The Employer shall determine the method of payment (by cheque or by direct deposit) but any changes in the current method of payment shall be discussed with the Association at least sixty (60) days in advance of any such change, and the Employer shall give due consideration to any concerns raised by the Association during discussions.
- 7.05 Related experience in nursing or related job experience, which in the opinion of the Employer adds to the value of the nurse's service, will be recognized by the Employer as follows. Such opinion shall not be exercised in an unreasonable manner.
- The related experience in nursing or related health job experience will be on the basis of one step for each year of service.

ARTICLE 8 – PAID HOLIDAYS

- 8.01 (a) The days to be designated as holidays in each year during the term of this agreement shall be the following:
- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |
- (b) The Employer will also recognize any other day proclaimed as a public holiday by the Government of Canada, or Ontario, or by the Council of The Regional Municipality of York.
- (c) In addition to the above, permanent employees (i.e. those employees who have completed their probationary period) shall be entitled to two (2) Float Holidays. Float Holidays shall not be cumulative.
- (d) One of the Float Holidays will be taken on a date to be determined annually by the Employer and Union to accommodate corporate closings associated with designated holidays.

The Employer agrees to sponsor a Remembrance Day Service on November 11th each year should Remembrance Day occur on a day other than Saturday or Sunday.

Note: Should Remembrance Day be declared a Statutory Holiday, the Float Holiday identified in paragraph d) above will be eliminated.

The second Float Holiday will be taken on a date mutually acceptable to the Employer and employee.

Temporary and casual employees are not entitled to Float Holidays.

- 8.02 A nurse will receive public holiday pay in compliance with Employment Standards Act (ESA). A nurse who is required to work on any of the above holidays shall be paid at the rate of time and one-half (1½) and shall receive a day off in lieu of such holiday, or shall be paid for such holiday at the rate of time and one-half (1½) plus regular time.
- 8.03 When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday, whichever is selected by the Employer, shall be recognized as a day off with pay.
- 8.04 A paid holiday occurring while an employee is on vacation or sick leave with pay shall not be deducted from the employee's vacation entitlement or sick leave credits.

ARTICLE 9 – VACATIONS

9.01 Vacation Eligibility

- (a) Each **permanent** full-time employee, and **permanent** part-time employees on a pro-rata basis based on normal scheduled hours, shall be eligible for vacation days with pay according to the following scale:

| <u>During Year</u> | <u>Days</u> |
|--------------------|-------------|
| 1 | 20 |
| 2 | 20 |
| 3 | 20 |
| 4 | 20 |
| 5 | 20 |
| 6 | 21 |
| 7 | 21 |
| 8 | 22 |
| 9 | 22 |
| 10 | 23 |
| 11 | 23 |
| 12 | 24 |
| 13 | 24 |
| 14 | 25 |
| 15 | 25 |
| 16 | 26 |
| 17 | 26 |
| 18 | 27 |
| 19 | 27 |
| 20 | 28 |
| 21 | 28 |
| 22 | 29 |
| 23 | 29 |
| 24 | 29 |
| 25 | 30 |

(b) Vacation Entitlement

- i) For all permanent full-time, the determination of annual service for the purposes of calculating vacation entitlement under Article 9.01 a) shall have as its reference point the employee's date of hire.

Vacation days shall be credited monthly and may be taken as earned subject to Article 9.01 a).

- ii) Permanent part-time nurses will be entitled to similar vacations on a pro-rata basis, based on the number of hours per week worked by the full-time nurse.

(c) Vacation Pay Eligibility

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

(d) Vacation Owing on Termination

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

(e) Vacation Carryover

Any additional vacation days or hours beyond the cap of forty (40) days or the equivalent in hours shall be paid out at the nurse's current rate of pay once the cap is exceeded.

- 9.02 A nurse shall have an additional day's vacation for each paid holiday falling within the nurse's vacation period.
- 9.03 Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 9.04 Vacations may be requested at any time of the year and the Department Head or designate will grant requests where possible provided that vacation quotas shall not be unduly restrictive to the operations of the Health Services Department and vacations shall not be unreasonably withheld. Requests for vacation time in June, July or August shall be made in writing to the Employer not later than April 30th in that year.
- 9.05 Sick leave may be substituted for vacation in the case of any employee who establishes by medical certificate that he/she was qualified for sick leave while on vacation. The period of vacation so displaced shall, upon mutual agreement, either be added to the vacation period or reinstated for use at a later date.
- 9.06 An employee who qualifies for bereavement leave or any other approved leave during her vacation, shall not suffer any deduction from vacation credits for such absence. The period of vacation so displaced, shall upon mutual agreement, either be added to the vacation period or reinstated for use at a later date.

ARTICLE 10 – SICK LEAVE PLAN

10.01 The purpose of sick leave is to provide benefits to the employee who is both eligible for the benefit and unable to work due to sickness and/or disability.

The duration of the short-term sick benefits varies according to terms outlined in Article 10 of the collective agreement and covers the elimination period until long-term disability benefits are available for the eligible employee.

Short-term leave will apply to disabilities lasting up to one hundred and thirty (130) days and pay will be continued in accordance with the following schedule:

| <u>Length of Service</u> | <u>Amount Payable</u> | |
|---|------------------------------|-------------------------|
| | <u>@ 100% Pay</u> | <u>@ 70% Pay</u> |
| From completion of three (3) consecutive calendar months of service to end of first year of service | -- | 75 days |
| After first full year of service as at anniversary date | 10 days | plus 120 days |
| After second full year of service and after January 1 st | 15 days | plus 115 days |
| After third full year of service and after January 1 st | 20 days | plus 110 days |
| After fourth full year of service and after January 1 st | 25 days | plus 105 days |
| After fifth full year of service and after January 1 st | 30 days | plus 100 days |
| After sixth full year of service and after January 1 st | 35 days | plus 95 days |
| After seventh full year of service and after January 1 st | 40 days | plus 90 days |
| After eighth full year of service and after January 1 st | 45 days | plus 85 days |
| After ninth full year of service and after January 1 st | 50 days | plus 80 days |
| After tenth full year of service and after January 1 st | 55 days | plus 75 days |
| After eleventh full year of service and after January 1 st | 60 days | plus 70 days |
| After twelfth full year of service and after January 1 st | 65 days | plus 65 days |
| After thirteenth full year of service and after January 1 st | 70 days | plus 60 days |
| After fourteenth full year of service and after January 1 st | 75 days | plus 55 days |
| After fifteenth full year of service and after January 1 st | 80 days | plus 50 days |
| After sixteenth full year of service and after January 1 st | 85 days | plus 45 days |
| After seventeenth full year of service and after January 1 st | 90 days | plus 40 days |
| After eighteenth full year of service and after January 1 st | 95 days | plus 35 days |

| <u>Length of Service</u> | <u>Amount Payable</u> | |
|--|-----------------------|------------------|
| | <u>@ 100% Pay</u> | <u>@ 70% Pay</u> |
| After nineteenth full year of service and after January 1 st | 100 days | plus 30 days |
| After twentieth full year of service and after January 1 st | 105 days | plus 25 days |
| After twenty-first full year of service and after January 1 st | 110 days | plus 20 days |
| After twenty-second full year of service and after January 1 st | 115 days | plus 15 days |
| After twenty-third full year of service and after January 1 st | 120 days | plus 10 days |
| After twenty-fourth full year of service and after January 1 st | 125 days | plus 5 days |
| After twenty-fifth full year of service and after January 1 st | 130 days | -- |

Note: This schedule shall be renewed subject to the terms and conditions outlined in the collective agreement.

10.02 The following is the administrative criteria with respect to sick leave entitlements:

- i) Except for sick leave entitlement during the first year of service, sick leave increments and re-accumulations occur only on January 1st of each year and after the employee's individual anniversary date, according to the schedule outlined in Article 10;
- ii) Any remaining sick leave credits are not carried over to the new year, unless on sick leave prior to January 1st.
- iii) Where an employee exhausts his/her full sick leave credits (130 days) he/she must return to work for twenty (20) consecutive shifts, based on the normally scheduled hours of his/her job, before the sick leave credits referred to in article 10.01 are restored. Days worked during a gradual return to work program do not count toward the 20 consecutive shifts required.
- iv) Where an employee is not actively at work due to illness, leave of absence without pay, on a modified work program or lay-off as of January 1st or July 1st of each year, the sick leave credits will not be restored until the employee can work at least twenty (20) consecutive full working days.
- v) Where the employee is actively at work for at least twenty (20) consecutive full working days by June 30th, he/she will receive his/her full sick leave credit commensurate with his/her service date.
- vi) Where the employee is actively at work for at least twenty (20) consecutive full working days on or after July 1st but before September 30th he/she will receive fifty percent (50%) of each of his/her 100% and 70% sick leave credits.

- vii) Where the employee is actively at work for at least twenty (20) consecutive full working days on or after October 1st, he/she will receive twenty-five percent (25%) of each of her 100% and 70% sick leave credits.

10.03 Sick Credits During Leave of Absence Without Pay

Subject to Article 10.02 when an employee is given leave of absence without pay for any reason or is laid off on account of lack of work, and returns upon the expiration of any such period, he/she shall, upon return to work, retain any credits outstanding prior to the commencement of such leave or layoff. If such leave or layoff commences prior to the January 1st re-accumulation date and ends on or after the January 1st re-accumulation date, the employee will receive their full sick leave credit commensurate with their service date if they return prior to June 30th and fifty percent (50%) of each of their 100% days and their 70% days if they return on or after July 1st.

Where an employee exhausts his/her full sick leave credits (130 days) he/she must return to work on full-time hours for at least twenty (20) working days before the sick leave credits are restored.

Where the provision of Article 10.02 apply, and the employee is required to complete twenty (20) working days as provided above, the amount of sick leave entitlement to be credited shall be determined by the day the employee returned to work, not the day the employee completed the twenty (20) working days.

10.04 Termination of Employment

Sick leave credit accumulation ceases on termination of employment for any reason.

10.05 Illness Exceeding Sick Leave Credits

Whenever an employee's days of illness exceed his/her cumulative sick leave credit, the excess days of illness shall not be carried forward but shall be regarded as days without pay.

10.06 In calculating salary or wages for days of sick leave standing to the credit of any employee, five (5) days' sick leave shall represent the equivalent of one (1) week of employment.

10.07 Sick Leave Credits

- (a) Short-term sick leave will apply to disabilities lasting up to one hundred and thirty (130) days and pay will be continued in accordance with the schedule set out under Article 10.01 above, subject to Article 10.02.

- (b) Use of Credits

Sick leave credits shall be reduced by one-half ($\frac{1}{2}$) hour for each one-half ($\frac{1}{2}$) hour that an employee remains on the payroll because of absence due to illness. The employee shall remain on the payroll at his/her usual rate of pay, or until sick leave credits are exhausted.

(c) Payment of Sick Credits

- i) If a nurse is sick for a part of or the whole of a work day, the basis on which his/her sick time will be paid will be his/her approved pre-scheduled hours;
- ii) It is the employee's responsibility to ensure any changes to his/her pre-scheduled hours are approved by his/her Manager;
- iii) If a nurse alters his/her work schedule and does not receive approval from his/her Manager, the payment of sick time will be based on the schedule originally approved by his/her Manager.

10.08 Temporary employees shall not come within the provisions of the sick leave plan nor will they be granted sick leave with pay, subject to Article 10.13 and Article 18.06.

10.09 Paid holidays referred to in Article 8.01 shall not form part of the illness period or be chargeable against the accumulated sick leave.

10.10 Sick leave credits may be taken for reasons of sickness as earned. However, the Employer is authorized to deduct from the final pay cheque any sick leave payments made to a probationary employee released from employment during the probationary period.

10.11 The three (3) month service requirement provided for in Article 10.01 shall be completed as of the anniversary of the first day of the calendar month following the date of commencement of employment, and no sick pay shall be authorized for the period prior to such anniversary.

10.12 An employee who has worked continuously for three (3) full continuous months as a temporary full-time employee, and who subsequently transfer to permanent full-time without a break in service, will be credited upon such transfer with sick leave on a pro-rata basis and the employee shall be permitted immediate access to the sick leave plan upon transfer.

10.13 Medical Certificate(a) Medical Certificate - Fifth Day

- i) Any employee whose illness extends to five (5) working day shall, on or before the fifth (5th) day, file an acceptable medical certificate with the Employee Health Unit.
- ii) Notwithstanding the foregoing, the Employee Health Unit may require an employee to provide an acceptable medical certificate and/or a Fitness to Work Form for any absences of less than five (5) days where there is a demonstrated pattern of absences.
- iii) The costs to provide acceptable medical certificates and/or Fitness to Work Forms shall be reimbursed by the Employer upon submission of appropriate receipts up to a maximum of \$25 for an acceptable medical certificate and a maximum of \$25 for a Fitness to Work Form.

(b) Fitness to Work Form - Continued Illness

A Fitness to Work Form completed by the employee's physician shall be filed with the *Employee Health Unit* by the employee when fifteen (15) days have elapsed and every thirty (30) days thereafter, since the commencement of the illness, or the date of the last Fitness to Work Form, for the duration of the illness.

The Fitness to Work Form shall provide information confirming the employee's inability to work and/or *medical* restrictions, *treatment regime*, prognosis for recovery, expected return to work date, and any limitations that would prevent the employee from doing his/her job. This Fitness to Work Form will be used to assist in developing a return to work plan, including temporary modified work and to accommodate any disability which creates a barrier to successful return to the employee's job, where such a plan and/or accommodation is possible.

The employee will give written informed consent on the Fitness to Work form for the Employee Health Unit to seek clarification from the employee's treating health care professional regarding the current condition that is affecting the employee's ability to participate in an early return to work and/or modified work. The employee must cooperate with the Employee Health Unit's ability to seek clarification to ensure the continuation of his/her sick leave benefits.

(c) Eligibility and Payment of Sick Benefits

- i) In order to be eligible for sick leave benefits, the employee must inform his/her immediate Manager or designate of the employee's illness prior to the commencement of the scheduled shift. Where the employee is unable to do so at the commencement of the shift he/she shall advise the Manager by end of the day unless such notice is not reasonably possible. Failure to do so will result in the days off being without pay.
- ii) A Fitness to Work Form is required within the specified time frames to ensure payment of short term sickness benefits. Where the employee is unable to submit the Form within the time frames required, the days off may be without pay.
- iii) No employee shall draw short term sick benefits unless the absence is for his/her own illness or an ill dependant in accordance with provisions for that type of leave.

(d) Temporary Modified Duties

- i) All modified duties and/or work assignments are temporary and intended to assist the employee's return to full duties. Such assignments shall be based on the employee's medical restrictions/abilities and on operational needs;
- ii) The assignment of an employee to modified duties does not create a vacancy within the bargaining unit; and

- iii) Modified duties and/or work assignments consistent with the employee's medical restrictions can be implemented by the Employer for the employee's immediate return to work instead of the employee remaining on short term sick leave.

(e) Termination of Sick Leave Benefits

Sick leave benefits shall be discontinued when an employee refuses reasonable accommodation and/or temporary modified duties.

(f) Third Party Assessments

The Employer shall have the right to require any employee to take a medical examination by a health care professional appointed by and paid for by the Employer.

- i) The results of the third party assessment shall be sent to the Employee Health Unit. The third party assessment shall be used in the following situations:
- ii) Functional or psychological ability assessment evaluations to facilitate an employee's safe and timely return to work by verifying the level of functional limitations, to match the employee's functional/psychological abilities to his/her current position or to an alternative vacant position when the employee is claiming the inability to perform the core duties of his/her position;
- iii) Provide medical follow-ups with employees to accelerate accessibility to proper care and prompt effective and safe return to work;
- iv) Verify there is sound, objective medical evidence and that there is a medical basis for the disability claim and/or the absence from work.

10.14 Ill Dependant Leave

An employee entitled to sick leave credits may utilize not more than six (6) working days per calendar year in order to care for ill dependants of the employee within the employee's immediate family. Such absences shall be deducted from the employee's available sick credits.

10.15 Accumulated Sick Leave Bank

Employees who have a sick leave bank, in accordance with the "Sick Leave Transition" Letter of Understanding attached to this agreement, may utilize their bank to "top-up" the sick leave provided under Article 10.01 as follows:

- (a) When an employee exhausts 100% days, he/she will be paid at the 70% rate for absences. If the employee has a top-up bank his/her sick pay will be topped up to 100% on a seven (7) hour work day this will result in 2.1 hours drawn from their top-up bank of being paid at the 70% rate or "topping-up" to 100%.

- (b) When an employee exhausts all sick leave credits and is subject to being placed on hours without pay in accordance with Article 10.01, he/she will have the option to “top-up” from his/her sick leave bank.

10.16 Pay While Awaiting WSIB Ruling

An employee who is injured on duty and who is unable to work as a result of such injury, shall, provided he/she has passed his/her probationary period, be paid an amount equal to his/her full net pay while the employee is off work which will be deducted from the employee’s sick leave credits, until such time as a ruling has been made by the Workplace Safety Insurance Board upon the employee’s claim including all appeals resulting from the claim. Such payment shall continue until “100% day” sick leave credits are exhausted, at which time the employee will have the option to have unused vacation and/or lieu time deducted; or to use their accumulated sick leave bank; or to take an unpaid leave of absence. “Net pay” is straight time regular wages, less legally required deductions.

If a Workplace Safety Insurance Board claim is subsequently approved, payment will continue from the “100% day” sick leave credits, and the Employer will apply the employee’s entitlement from the Workplace Safety Insurance Board to the employee’s “100% day” sick leave credits to replenish those credits on a pro-rata basis.

Such payment shall continue until “100% day” sick leave credits are exhausted, at which time the employee will have the option to have unused vacation and/or lieu time and/or accumulated sick leave bank time deducted and replenished on the same pro-rata basis as sick leave credits.

Where sick leave credits and/or, where the employee has opted to use vacation, lieu time and/or accumulated sick leave bank time, and these sources are depleted, the employee will receive his/her benefit directly from the Workplace Safety Insurance Board.

10.17 When Claim is Not Approved

Where the claim is subsequently not approved, there will be no replenishment of the employee’s sick leave credits, vacation, lieu time and/or accumulated sick leave bank.

ARTICLE 11 – CAR ALLOWANCE

- 11.01 (a) Where a nurse is required to use his/her privately owned motor vehicle on Regional business he/she shall be compensated at the non-taxable cap kilometer rate established yearly by (Canada Customs and Revenue Agency). Any increase in the non-taxable cap shall be the new fixed mileage rate.
- (b) Parking and public transit expenses incurred by a nurse while on Regional business shall be reimbursed, upon submission of receipts, along with his/her mileage allowance.

- 11.02 All nurses shall be assigned a home base office. Mileage shall be calculated from the home base office or home, whichever is less.
- It is understood however, that casual nurses in the Infectious Disease Control Division are itinerate and do not have an assigned home base office. They will only accrue mileage after the first appointment for trips up to and including the last appointment.
- 11.03 Nurses will be reimbursed for ETR tolls costs, when on York Regional business.
- 11.04 Nurses receiving mileage allowance shall disclose to their insurers that they are using their motor vehicles for business purposes and shall obtain third party liability insurance coverage in the minimum amount of one million dollars (\$1,000,000.00) inclusive coverage and shall file a certificate of such insurance coverage with the Employer.
- 11.05 The Employer shall provide for non-owned motor vehicle insurance coverage with respect to motor vehicles used by nurses employed by the Employer in the carrying out of their duties.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 The parties to this Agreement believe that it is important to address complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any nurse and/or Association may present a complaint at any time without recourse to the formal written procedure described herein.
- 12.02 A grievance shall be defined as a complaint regarding the interpretation or alleged violation of this Agreement, or, in the case of a nurse who has acquired seniority under this Agreement, a complaint that he/she has been discharged or disciplined without just cause.
- 12.03 No grievance shall be considered:
- (a) which usurps the function of the Employer as set out in this Agreement, or
 - (b) where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance; in the case of a grievance involving computation of pay, the grievance may be filed within ten (10) days after receipt of pay.
- 12.04 The following grievance process shall apply. It is agreed that the time limits may be extended by mutual agreement of the parties.

Complaint Stage

Prior to the submission of a grievance, the nurse affected shall discuss his/her complaint with his/her manager in order to provide the manager with an opportunity to rectify the problem.

The nurse shall discuss the complaint with his/her manager within five (5) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse.

Failing settlement within ten (10) working days, the complaint may then be taken up as a grievance within five (5) working days following the manager's decision.

The grievance shall be processed in the following manner and sequence:

Step #1

The nurse may submit a written copy of the grievance to the Director of his/her division or designate within five (5) working days of receipt of the decision of the Program Manager or designate or within five (5) days of the time that the decision should have been received.

The Director shall meet with one or more of the members of the Grievance Committee and/or nurse within ten (10) working days of the submission of the written grievance. The Director shall give a decision in writing within ten (10) days following the day on which the grievance was presented.

Step #2

Within ten (10) working days following the decision under Step No. 1, the Union may present the grievance to the Chief Administrative Officer (or designate).

The Chief Administrative Officer (or designate) will meet with the grievance committee and/or nurse and will deliver a decision in writing within ten (10) working days from the date on which the written grievance was presented. At this stage the employee and/or the Grievance Committee may be accompanied by a representative of the Union

The decision of Chief Administrative Officer (or designate) will be rendered in writing within ten (10) working days following such meeting. Should no settlement be reached within ten (10) working days of the Step 2 decision, then the next step in the Grievance Procedure may be taken.

12.05

If a final settlement of the grievance is not completed within ten (10) working days after the grievance has been submitted in writing at Step No. 2 of the Grievance Procedure, and if the grievance is one concerning the interpretation or alleged violation of this Agreement, or is a claim by a nurse that he/she has been discharged or disciplined without just cause, the grievance may be referred by either party to a Board of Arbitration or Sole Arbitrator as provided in Article 14 at any time within ten (10) days thereafter, but not later.

- Note: i) Any of the time allowances provided above may be extended by mutual agreement between the parties.
- ii) Saturdays, Sundays and Paid Holidays shall not be counted in determining the time in which any action is to be taken or completed in any step of the Grievance and/or Arbitration Procedure.

ARTICLE 13 – DISCHARGE AND SUSPENSION CASES

- 13.01 In the event of an employee who has attained seniority being discharged or suspended from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 13.02 A claim by a nurse who has attained seniority and is covered by this Agreement, that he/she has been discharged or suspended, without just cause, shall be treated as a grievance, if a written statement of such grievance is lodged at Step No. 2 of the Grievance Procedure within ten (10) days after the occurrence of such discharge or suspension. The Employer shall notify the nurse of his/her right to have an Association representative present at any meeting to be held with the Employer where a discussion of his/her discharge, suspension, or discipline takes place. If the nurse is to be discharged, suspended, or disciplined, a copy of the letter of discharge, suspension, or discipline shall be forwarded to the Association. The Employer agrees to provide written reasons within a reasonable period of time to the affected nurse in the case of a discharge, suspension, or discipline.
- 13.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 14 – ARBITRATION

- 14.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined in Article 12 and which has not been settled, will be referred to a Board of Arbitration at the request in writing of either of the parties hereto.

The parties agree to a sole Arbitrator where the grievance concerns:

- i) Selection decisions on job vacancies
- ii) Premiums
- iii) Scheduling issues
- iv) Compensation issues
- v) Entitlement leaves, including vacation
- vi) Discipline up to, but not including discharge
- vii) Short term lay offs
- viii) Dues issues
- ix) Any other issues agreed by the parties.

The matter shall be determined by a sole arbitrator unless the parties agree to proceed to a Board of Arbitration.

When either party requests that such matter be submitted to a sole arbitrator it shall make such request in writing to the other party to this Agreement and at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement in writing within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The decision of the sole arbitrator shall be final and binding on both parties.

- 14.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Association, and a third person to act as Chairperson chosen by the other two members of the Board of Arbitration.
- 14.03 Within five (5) days of the request by either party for a Board of Arbitration each party shall notify the other of the name of its appointee. Should the recipient of the above request fail to appoint an appointee within the five (5) days, the Minister of Labour of the Province of Ontario will be asked to make the appointment.
- 14.04 Should the persons chosen by the Employer and the Association to act on the Board of Arbitration fail to agree on a third person within seven (7) days of the notification mentioned in Section 14.03, the Minister of Labour of the Province of Ontario will be asked to appoint a person to act as Chairperson.
- 14.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 14.06 The Board of Arbitration or sole Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 14.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and of its own witnesses, and the parties will jointly bear the expenses, if any, of the Chairperson.
- 14.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 15 – MANAGEMENT AND ASSOCIATION GRIEVANCES

- 15.01 It is understood that the Employer may submit to the Association any complaint with respect to the conduct of the Association, its officers or members, or any complaint that a contractual obligation undertaken by the Association in this Agreement has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to the Grievance Committee or other officer of the Association, whereupon it shall be discussed at Step No. 2 of the Grievance Procedure. Failing a satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer it to Arbitration in accordance with the provisions of Article 14.

15.02 Association Grievance

The Association may file a grievance as defined in this Agreement which involves all or a substantial number of the nurses covered by this Agreement. Such grievance shall be submitted at Step No. 2 of the Grievance Procedure.

15.03 Group Grievance

Where a number of nurses have a similar grievance and each nurse would be entitled to grieve separately, they may present a group grievance in writing identifying each nurse who is grieving to the Director or his/her designate, within seven (7) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurses. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the proper assessing of such grievance.

ARTICLE 16 – NO STRIKES – NO LOCKOUTS

16.01 There shall be no strikes or lockouts during the term of this Agreement. The term "strikes" and "lockouts" shall be as defined in the Labour Relations Act of the Province of Ontario and amendments thereto.

16.02 The Association further agrees that it will not involve any nurse of the Employer during working hours, or the Employer itself, in any dispute which may arise between any other Employer and the nurses of such other Employer.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Death in Immediate Family

(a) When a death occurs in the immediate family of a nurse, he/she shall be granted not more than five (5) working days' leave of absence with pay. Where tradition dictates or delayed services occur (interment or memorial) these five (5) days may be used over two (2) separate occasions within six (6) months of the date of loss.

i) For a part-time nurse, such leave described above would be pro-rated based on regularly scheduled hours;

ii) For a casual nurse, such leave would pertain only to those days the nurse is scheduled to work, to a maximum of five (5) consecutive working days.

(b) Where the funeral in respect of the death referred to in sub-paragraph (a) takes place outside Ontario, a nurse shall be granted, in addition to the leave of absence referred to in sub-paragraph (a), reasonable unpaid leave of absence for travelling time not to exceed six (6) days for the purpose of attending the funeral.

- (c) For the purposes of this Article, immediate family is defined as: parents, spouse including same sex partner, child, brother, sister, grandparents, grandchildren parents of the spouse, sister-in-law, brother-in-law, son-in-law, and daughter-in-law, or any of them, of a nurse.
- (d) For the purposes of this Article, "parent" shall mean a person who has demonstrated a settled intention to treat the employee as a child of his or her family.

17.02 Leave to Attend a Funeral

An Employee may, on application to the Division Director, or designate, or to a person delegated by him/her, be granted one (1) day's leave with pay to attend a funeral.

17.03 Educational Leave

- (a) As it is recognized that substantial contributions can be made to the total public health program through the dissemination of information obtained during educational leave and short courses, each nurse should be given equal opportunity to participate in courses which the Employer decides to participate in.

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

- (b) The Employer, upon request, may grant a two (2) year leave of absence without loss of seniority, to a nurse making such a request for the purpose of furthering his/her education. Flexible scheduling of hours of work may be considered as an option to accommodate the nurses' desire to further his/her education. Requests for such leave or flexible scheduling options shall not be unreasonably denied.

Upon return from the educational leave, the nurse will be reinstated to the same team and office prior to the leave if available.

- (c) Where the Director or her/his designate request a nurse to attend an education or training course in the interest of the Employer and where such course is related to the activities within the Department in which the nurse is engaged, attendance at such course shall involve no expense to the nurse concerned for tuition, fees, transportation according to Regional policy, meals and out-of-pocket expenses directly related to the course and his/her salary while on course shall continue. The same shall apply when the course is taken through correspondence and shall involve no absence from the nurse's regular duty.

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

17.05 Leave of absence with pay to attend professional meetings (e.g. OPHA, RNAO) of up to five (5) days per year shall be granted at the discretion of the Employer.

17.06 (a) Personal Reasons

Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Division Director or designate. Such requests are to be made as far as possible in advance, and the said Division Director or designate will reply in writing except in cases of emergency.

(b) A nurse may use up to a maximum of six (6) days, if available, from the sick leave plan of his/her sick leave credits per calendar year to attend to his/her sick spouse or dependants. The Employer is entitled to require proof of illness of the said spouse or dependants before authorizing payment.

17.07 Professional Leaves

(a) Association Leave

Leave of absence without pay to attend Association business will be granted at the discretion of the Division Director, or designate, provided that such leaves will not be unreasonably withheld. During the leaves of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(b) ONA Provincial President

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

(c) Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted leave of absence without pay such leaves of absence as he/she may need to fulfill the duties of the position. There shall be no loss of seniority or credits for the purposes of salary advancement or vacation entitlements or other benefits during such leave of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in Article 17.07 a).

Such leaves will be subject to approval of the Division Director or Designate. Such leaves will not be unreasonably denied.

(d) College of Nurses

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

Such leaves will be subject to approval of the Division Director or Designate. Such leaves will not be unreasonably denied.

(e) ONA Provincial Committee

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

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

17.08

Parenting Leave (Pregnancy, Parental and Adoption)

Parental Pregnancy Leave will be granted in accordance with the Employment Standards Act (E.S.A.), as amended from time to time as follows:

- (a) The service requirement for eligibility for parental or pregnancy leave shall be thirteen (13) weeks. Nurses possessing the service requirement will be eligible for pregnancy leave of up to fifteen (15) weeks and a two (2) week waiting period and a subsequent parental leave of up to thirty-five (35) weeks, total leave to fifty-two (52) weeks, immediately following the pregnancy leave.
- (b) The nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and four (4) weeks notice of the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child.
- (c) At the end of the parental/pregnancy leave the nurse shall be reinstated to his/her former position (same team and office) unless the position has been discontinued in which case he/she shall be given a comparable job.
- (d) Parental leave of up to thirty-five (35) weeks is available to each parent in the bargaining unit who possesses the service requirement of thirteen (13) weeks. Birth mothers who wish to take parental leave must do so immediately following the expiration of their pregnancy leave. All other eligible parents may take this leave within fifty-two (52) weeks of the child being born or coming into care.
- (e) A nurse shall be allowed to commence his/her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.

- (f) Parents shall be defined to include adoptive parents and common-law spouses as defined in the Family Law Reform Act of Ontario as amended from time to time.
- (g) Nurses newly hired to replace nurses who are on pregnancy, parental or extended leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing his/her probationary period as per Article 6.01.
- (h) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance parental/pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That

benefit will be equivalent to the difference between seventy-five percent (75%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental/pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twenty-five (25) weeks. The nurse's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours.

The benefits provided herein are subject to the terms and conditions of the SUB Plan registered with the Employment Insurance Commission.

The Employer agrees to pay 75% of the employee's regular weekly earnings for up to two (2) weeks of any applicable waiting period under the Employment Insurance Act.

- (i) Parenting Leave

Requests for leave of absence for an additional fifty-two (52) weeks at the end of the initial pregnancy/parental leave may be considered with two months written notice and subject to operational feasibility. It is understood that the total absence cannot exceed twenty-four (24) months inclusive of all absences (e.g. Sick time, vacation and leaves). Upon return from this extended leave, the nurse will be reinstated to the same office and team whenever possible. It is further understood that this leave will be at no cost to the employer.

17.09 Reinstatement

A nurse returning to work on the expiration of the leave of absence provided herein shall be reinstated in the position held prior to the commencement of such leave or in a comparable position on the same team and in the same office, if available.

17.10 Jury Duty and Court Attendance

- (a) A nurse served with a jury notice or with a subpoena requiring attendance at court shall forthwith notify his/her immediate supervisor.
- (b) A nurse shall be paid for time actually spent on jury duty or for time spent in attendance under subpoena at court provided such nurse furnishes to his/her immediate supervisor a written statement from a proper public official or the solicitor or counsel of the party on whose behalf he/she is subpoenaed, certifying as to the date and time of his/her court attendance and the amount of remuneration received and provided that the nurse pays to the Employer the amount of such remuneration other than mileage and meal allowances.
- (c) A nurse called for jury duty or subpoenaed for attendance at court and who is temporarily excused from such duty or attendance must report for work if a reasonable period of time remains to be worked in his/her shift.

17.11 Special Leave of Absence

Nurses will be granted special leave of absence with pay and without loss of seniority or service for the following reasons provided that the nurse provides verification of the occurrence of the event upon request by his/her immediate supervisor:

| <u>Reason</u> | <u>Leave with Pay</u> |
|---|---|
| Major fire or flood of nurse's principal residence or principal recreation property | - up to three (3) days, at discretion of immediate supervisor |
| For moving a nurse's principal residence | - one (1) day per year |
| Nurse's attendance at Canadian Citizenship Court to take oath of citizenship | - one (1) day |
| The placement of a child with the nurse for adoption | - one (1) day |

The above special leave of absence is not available to casual nursing staff.

17.12 Pre-Paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Division Director at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The year for purposes of the program shall be January 1 of one year to December 31 the same year. The Employer may consider extenuating circumstances to consider altering the leave.
- (d) Written applications will be reviewed by the Division Director. Applications for leaves requested will be given on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Ontario Municipal Employees Retirement System will be in accordance with the Plan. Full-time nurses will not be eligible to participate in the disability income plan during the year of leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Division Director or designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.

- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 17.12 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 18 – BENEFIT PLANS

18.01 Benefit Plans

- (a) The Employer will, subject to Article 18.02, make available a comprehensive group benefit plan, to PFT and PPT (pro-rata) nurses up to age 65, which is described in full in the benefit booklet made available on the Region's intranet site, and includes the following provisions:

| <u>Summary of Benefits</u> | <u>Limits</u> |
|---|---------------|
| Employer Health Tax | |
| Group Life Insurance (2 x annual salary to a maximum of \$300,000); Accidental Death & Dismemberment (2 x annual salary to a maximum of \$250,000) | |
| Paid-up life insurance benefit of \$2,500 for employees who retire at age 65 with a minimum of 10 years of service, payable to the named beneficiary upon death of the employee | |
| | |

| Extended Health Coverage which includes: | |
|--|---|
| Drug Plan | <ul style="list-style-type: none"> - Positive Enrolment - First payer - Prescription drug dispensing fee maximum \$10.00 per prescription - 100% National Formulary - 80% Plan 84 - The extended health benefits shall provide for mandatory generic perscription drug coverage. In accordance with the insurance carrier's contract |
| Vision Care | <ul style="list-style-type: none"> - \$400 per person in a 24-month period - Vision care benefit may be used toward laser eye surgery subject to specified maximum (effective January 1, 2015) - Eye examinations by an Ophthalmologist or Optometrist limited to one examination in a 24 month period for the member and each covered dependent. |
| Semi-Private Hospitalization | <ul style="list-style-type: none"> - Full semi-private hospital room coverage based on reasonable and customary charges. |
| Supplementary Health Care | <ul style="list-style-type: none"> - Services of a Registered Nurse (RN), Registered Nursing Assistant (RNA) or Registered Practical Nurse (RPN) provided in the patient's home limited to \$25,000 in a calendar year. - Out of Province/Country Emergency and Travel Assistance Benefit - Speech Pathologist \$500 per calendar year - Chiropractor - \$500 per calendar year, - Massage Therapist - \$1000 per calendar year - Psychologist or Masters of Social Work or Registered Psychotherapist up to \$1000 annually - Physiotherapy maximum of \$5,000 per year - Naturopath maximum of \$400 per year - Oral and non-oral contraceptives which legally require a prescription. |
| Dental Coverage which includes: | <ul style="list-style-type: none"> - Basic preventive dentistry at 100% of current ODA fee schedule for general practitioners. No deductible. Maximum of \$2,000.00 per person annually. - 9 month recall frequency - Major restorative dentistry at 80% of current ODA fee schedule for general practitioners. - No deductible. Maximum of \$2,500 per person annually. - Orthodontics \$2,500 lifetime maximum |

| | |
|----------------------|---|
| | per person |
| Long Term Disability | - 75% of monthly earnings to an all source maximum of \$7,500 |

Clarification Note: The reference to “Employer Health Tax” is not the employee health premium tax which is payable pursuant to Bill 106.

b) Employees will be subject to positive enrollment and will be eligible for benefits in accordance with Article 18.06.

c) Benefit Plan for Post 65 Workers

| <u>Benefit</u> | <u>Post - 65 Proposed Plan</u> |
|---|--|
| Life | - 2 X Annual Salary to age 70 |
| Accidental Death & Dismemberment (AD&D) | - 2 X annual salary |
| Long Term Disability (LTD) | - No Coverage |
| Extended Health & Dental | - Same as pre-65 coverage <ul style="list-style-type: none"> • ODB first payer • Annual \$100 deductible in ODB plan paid for member only |
| Sick Leave | - 18 days per year accruing at 1.5 days per month. Maximum accrued bank of 60 days. No payout gratuity. |
| Top-Up Bank | - A nurse hired prior to January 1, 2000 who may have top-up bank entitlement, i.e. 10% of existing top-up bank will be paid out at age 65, based on the terms of the collective agreement |

18.02 It is understood and agreed that the only obligation of the Employer under Article 18.01 is to pay the appropriate premium for the particular coverage listed therein. It is further understood and agreed that the Employer is not an insurer as to any benefits available, and the exact terms of coverage must be ascertained from the provisions of the particular policies of insurance listed therein.

18.03 Pension benefits will be provided in accordance with the basic pension under the Ontario Municipal Employees Retirement System Act integrated with the Canada Pension Plan.

18.04 Payment of Benefits for Early Retirees

The Employer agrees that employees with twenty (20) years of service with York Region will be eligible to have Extended Health and Dental Benefits continue, paid by the Employer from the time of retirement, which shall not be earlier than age fifty-five (55) years, to the end of the month in which she/he turns sixty-five (65).

The benefit coverage provided to early retirees will be equal to that coverage provided active employees. Any changes made to the benefit coverage for active employees will also be made to the coverage provided to retired employees.

18.05 Health Spending Account For Retirees (PFT, PPT Pro-Rated)

Members who retire on or after April 1, 2011 and who qualify for an OMERS pension and have 20 consecutive years of recognized service with York Region, shall be eligible for a Health Spending Account (HSA) in the amount of \$2,000 per calendar year. The Account shall be available to the retired employee for the 10 years immediately following his/her 65th birthday. Eligibility for the HSA would cease at the end of the month in which the retiree turns 75, or at the date of his or her death, whichever occurs first.

The HSA shall be available to reimburse the retiree for health care expenses which are deemed allowable expenses by Revenue Canada. The retiree may also claim eligible expenses for his/her spouse and dependants against his/her Account. The retiree must submit original receipts in order to receive reimbursement from the Account.

It is understood that the Health Spending Account is not available to employees who remain actively at work beyond age 65; however, for those employees who retire after age 65, and meet the above noted entitlement criteria, the HSA would be available from their date of retirement up to the end of the month in which the retiree turns 75, or at the date of his or her death, whichever occurs first. It is further understood that for those employees who retire early and are entitled to continuation of benefits as per article 18.04, the HSA would be available as set out in paragraph one above.

18.06 Benefits for Classification of Nurses

| BENEFIT | PERMANENT FULL-TIME | PERMANENT PART-TIME | TEMPORARY FULL-TIME* | TEMPORARY PART-TIME | CASUAL |
|---|--|---|--|---|---|
| Employer Health Tax | Legislated Health Tax paid by the Employer | Legislated Health Tax paid by the Employer | Legislated Health Tax paid by the Employer | Legislated Health Tax paid by the Employer | Legislated Health Tax paid by the Employer |
| Group Insurance Plan LIFE & AD&D | All PFT Nurses are enrolled and premiums paid 100% by Employer | All PPT Nurses working at least 15 hours per week are enrolled and premiums paid 100% by Employer | All TFT Nurses are enrolled and premiums paid 100% by Employer | All TPT Nurses working at least 15 hours per week are enrolled and premiums paid 100% by Employer | Casual Nurses do not participate in the group benefit plans |
| Group Insurance Plan LTD | All PFT Nurses are enrolled and premiums paid 100% by | All PPT Nurses working at least 15 hours per week are enrolled and | TFT Nurses do not participate in the LTD benefit | TPT Nurses do not participate in the LTD benefit | Casual Nurses do not participate in the group benefit plans |

* TPT (pro-rata) TFT nurses currently enrolled in the benefit plan will have that entitlement grandfathered

| BENEFIT | PERMANENT FULL-TIME | PERMANENT PART-TIME | TEMPORARY FULL-TIME* | TEMPORARY PART-TIME | CASUAL |
|--|---|---|--|---|--|
| | Employer | premiums paid 100% by Employer | | | |
| Group Insurance Plan Extended Health & Dental | All PFT Nurses are enrolled and premiums paid 100% by Employer | Participation is optional and premiums are shared pro-rata based on regularly scheduled hours | All TFT hired the date of ratification of this agreement will receive a Health Care Spending Account of \$1,500 per year, pro-rated based on start date) in lieu of the group benefits** | All TPT will receive a Health Care Spending Account of \$1,500 per year, pro-rated based on start date and scheduled hours) in lieu of the group benefits** | Casual Nurses do not participate in the group benefit plans |
| Short Term Disability Plan | Entitlement as provided in Article 10 of the Collective Agreement | Entitlement as provided in Article 10 of the Collective Agreement – Pro-rata based on regularly scheduled hours | Temporary Nurses do not participate in the Short Term Disability Plan but will receive three (3) non-cumulative sick days per year | Temporary Nurses do not participate in the Short Term Disability Plan | Casual Nurses do not participate in the Short Term Disability Plan |
| Vacation | Entitlement as per Article 9. | Pro-rata (based on regularly scheduled hours) as per Article 9 | Entitlement as per Article 9.01 (c) | Entitlement as per Article 9.01 (c) | Entitlement as per Article 9.01 (c) |
| Paid Holidays | Entitlement as provided by Article 8 | Entitlement as provided by Article 8 Pro-rata based on scheduled hours | Entitled to paid holidays that occur during period of employment | Entitlement as per <i>Employment Standards Act</i> | Entitlement as per <i>Employment Standards Act</i> |
| OMERS | Participation mandatory from date of employment | Participation optional based on the requirements of the plan | Participation optional based on the requirements of the plan | Participation optional based on the requirements of the plan | Participation optional based on the requirements of the plan |

** There will be no carryover of unspent amount of health care spending account

18.07 The Employer may substitute another Carrier for any plan provided that the benefits conferred thereby are not decreased. Such substitution will not occur unless there is sixty (60) days notice to the Association.

18.08 A permanent full-time employee who has completed his/her probationary period and who is on extended illness or injury and who uses all accumulated Sick Leave prior to the commencement of Long Term Disability, will continue to be covered for the following benefits:

| | |
|--|---|
| Dental Plan | Paid by Employer |
| Extended Health Care (includes drugs & vision care) | Paid by Employer |
| Life Insurance | Paid by Employer |
| Long Term Disability | Paid by Employer |
| O.M.E.R.S. | Waiver of employee contributions after fourth month of illness or injury. |

Permanent part-time employees in receipt of the above noted benefits on a pro-rata basis are entitled to have those benefits maintained while awaiting an LTD claim decision, provided that the employee contributions are maintained.

A permanent full-time employee on qualifying for Long Term Disability will be entitled to the following benefits from the commencement of L.T.D. for a period of two (2) years or until he/she is no longer considered by the carrier to be totally disabled, whichever period is shorter:

| | |
|--|----------------------------------|
| O.M.E.R.S. | Waiver of employee contributions |
| Dental | Paid by the employer |
| Life Insurance | Waiver of premium |
| Extended Health Care (includes drugs & vision care) | Paid by Employer |

Permanent part-time employees in receipt of the above noted benefits on a pro-rata basis, on qualifying for Long Term Disability, will be entitled to the benefits from the commencement of L.T.D. for a period of two (2) years or until he/she is no longer considered by the carrier to be totally disabled, whichever period is shorter, provided that the employee contributions are maintained.

18.09 The Employer agrees to maintain malpractice and professional liability insurance coverage for nurses covered by this agreement.

ARTICLE 19 – MISCELLANEOUS

19.01 The Employer may conduct a tuberculin skin test on all new employees and shall be responsible for the cost of the testing. A chest x-ray will be required unless the employee can provide proof of a chest x-ray within the preceding twelve (12) months or has skin-tested tuberculin negative. Subsequent chest x-rays for those testing positive may be required, if so requested by the employee's physician.

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

19.03 General-Clothing and Equipment

- (a) The Employer will provide safety equipment and protective clothing sufficient to protect the employee from injury to all employees who are required to perform duties where hazards exist. Where the Employer provides such equipment or clothing, it must be used or worn by the employee, provided however that it is recognized that there may be occasions during an employee's working hours when the use or wear of such equipment or clothing may be unnecessary to the employee's safety or well-being.
- (b) Footwear - The Employer agrees to reimburse an employee to a maximum amount of \$60.00 per year upon presentation of a satisfactory receipt for those employees regularly required as part of their job to be working out of doors with the Street Outreach Program.
- (c) Parkas - The Employer agrees to provide a parka to those employees regularly required as part of their job to be working out of doors during the winter months with the Street Outreach Program.

19.04 Meal Allowance Street Outreach Van

The Employer agrees to reimburse an employee for a meal allowance to a maximum amount of \$15.00 per shift upon presentation of a satisfactory receipt for his/her shift working on the Street Outreach Van.

19.05 If a nurse wishes to resign, he/she must submit a written resignation to his/her immediate supervisor/manager at least two (2) weeks notice in advance of the date of termination of service.

19.06 The Employer shall undertake to supply all nurses with a copy of the Collective Agreement, and the cost of doing so will be shared equally by the Association and the Employer.

19.07 The parties agree that a joint Health and Safety Committee shall be established and shall function in accordance with the applicable legislation and regulations.

19.08 The parties agree that any written notice provided for this agreement shall be effectively given by:

As to ONA - delivery by hand or prepaid registered post to an ONA representative or the ONA office at:

85 Grenville Street, Suite 600
Toronto, ON M5S 3A2

As to the Employer - delivery by hand or prepaid registered post to the Employer at:
 17250 Yonge Street
 Newmarket, Ontario
 L3Y 6Z1

and every such notice shall be deemed to be given on the day it was so mailed or delivered.

19.09 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

19.10 The Employer and the Association agree that a direct deposit method of payment of salaries may be implemented provided the nurse's salary is deposited in his/her account at her bank, trust company or credit union of his/her choice every second Thursday. Pay stubs shall be available and/or mailed on pay day.

19.11 Driver's Abstract

If an employee is required by the Region to drive his/her personal vehicle on Region business, or to operate Regional vehicles or equipment, the employee shall provide a driver's licence abstract from the Ministry of Transportation of Ontario at the time of hire and then at least once per year. The Region shall pay the cost of the yearly driver's licence abstract.

19.12 Driver's Licence Suspension

- (a) If an employee, who is required by the Region to drive his/her personal vehicle on Region business, or to operate Regional vehicles or equipment, loses his/her driver's licence, given a reduced classification and/or is otherwise prohibited from operating a vehicle, she must immediately advise her Manager.
- (b) When an employee loses his/her licence and is therefore unable to perform the essential duties of his/her job, he/she shall be given an unpaid leave of absence for the same period of time he/she is without his/her driver's licence and/or prohibited from driving;
- (c) When the licence is restored, the employee shall return from his/her unpaid leave of absence within ten (10) days of the receiving the licence;
- (d) When an employee loses his/her licence for a second time, the employee shall be terminated unless:
 - i) a driver's licence is not an essential part of the employee's job; or,
 - ii) the employee has the skill and ability to perform the duties and responsibilities of a vacant position that does not require driving on Region business. The employee shall be paid the rate of pay of the vacant position.

- 19.13 An employee required to work two (2) hours approved overtime immediately prior to or following the employee's scheduled shift shall be provided a meal allowance of \$10.00 within ten (10) days of the end of the pay period in which the overtime was worked.

Such employee shall not be entitled to the meal allowance if a meal is provided for him/her and cannot select the meal allowance instead of the meal provided to him/her.

ARTICLE 20 – PERFORMANCE REVIEW AND FILES

- 20.01 (a) A nurse shall be given an opportunity to sign all evaluations of reviews of his/her performance and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his/her duties in his/her current position, which are placed on his/her Personnel File in Human Resource Services. Such nurse shall be provided with a copy of his/her evaluation upon request.
- (b) A copy of any completed evaluation which is to be placed in a nurse's Personnel File in Human Resources shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his Personnel File. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse.
- (c) Each nurse shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of the Human Resources Representative. A copy of the evaluation will be provided to the nurse at her or his request.
- (d) Any letter of reprimand, suspension, counselling or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for eighteen (18) months.

ARTICLE 21 – ORIENTATION, PROFESSIONAL DEVELOPMENT AND PROFESSIONAL RESPONSIBILITY

- 21.01 All nurses, including Childbirth Educators, shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include:
- i) An orientation program;
 - ii) Staff education program for all nurses including part-time nurses;
 - iii) An employee shall suffer no loss of regular pay or mileage by reason of his/her participation in such programs;
 - iv) The above programs shall be offered at least five (5) times a year.

- v) Childbirth Educators shall receive their regular straight time hourly rate for in-service, where attendance is mandatory.
- vi) The Employer shall provide the opportunity for CPR training twice a year. Nurses shall have the opportunity to attend one such training session without loss of regular earnings and at no cost to the nurse.

21.02 In the event that the Employer assigns a workload to an individual nurse or group of nurses such that he/she or they have cause to believe that he/she or they are being asked to perform more work than is consistent with proper client care, he/she or they shall:

- i) Complain in writing to the Association/Management Committee within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Association/Management Committee shall convene a meeting of the committee within ten (10) calendar days of the filing of the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association/Management Committee, the complaint shall be forwarded to the Medical Officer of Health or designate, where a meeting shall be scheduled within fifteen (15) calendar days in an effort to resolve the complaint. Failing resolution of the complaint with the the Medical Officer of Health or designate, the complaint shall be forwarded to the Commissioner of Community and Health Services or designate, where a meeting shall be scheduled within fifteen (15) calendar days for final resolution of the complaint.

ARTICLE 22 – STANDBY/CALL-BACK PROVISIONS FOR THE PUBLIC HEALTH DIVISIONS

22.01 Standby

- (a) A nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of \$4.00 an hour for each hour the nurse is scheduled by the Employer to be on standby. Such standby pay shall not be included as part of regular working hours for the purposes of calculating overtime.

Standby on a Statutory Holiday will be paid at \$6.00 per hour.

- (b) A nurse will receive public holiday pay in compliance with Employment Standards Act (ESA). A nurse who is required to work on any of the above holidays shall be paid at the rate of time and one-half (1½).
- (c) Standby Duration
 - i) Standby referred to in a) above shall not exceed eight (8) consecutive days.
 - ii) If mutually agreed upon between employee and Employer, standby referred to in i) can exceed eight (8) consecutive days.

22.02 Call Back

Where a nurse is required to work, the nurse shall keep a record of all such time worked and shall be paid as follows:

- (a) a minimum of four (4) hours at regular rates for all call backs during a standby assignment totalling four (4) hours or less.

For clarity any number of call-backs which total four (4) hours will be paid at regular rates.
- (b) Overtime rates at time and one-half (1½) for actual time spent on call backs beyond the four (4) hour minimum.
- (c) A minimum of one (1) hour of pay at overtime rates at time and one-half (1½) for all accumulated telephone calls during the standby assignment totalling one (1) hour or less.
- (d) Overtime rates at time and one-half (1½) for actual time spent on accumulated telephone calls during the standby assignment beyond the one (1) hour minimum.
- (e) A nurse scheduled for stand-by, will have the option of taking time in lieu and/or in pay at the applicable rate for time claimed as overtime for:
 - (i) telephone work as per Article 22.02 (c) and (d)
 - (ii) hours worked in excess of each 4 hour call out

Article 4.08 applies when the lieu time option is elected. The election of time off in lieu or pay must be made when the timesheet is submitted.

22.03 Nurses on standby/call back outside their regular working hours and who shall be scheduled to work standby/call-back shall have their schedules posted four (4) weeks in advance of a six week (6) week period.

22.04 All staff on standby shall be provided with required equipment.

22.05 An orientation will be provided to nurses participating in standby/call back assignments.

ARTICLE 23 – INFLUENZA VACCINE

23.01 The parties agree that influenza vaccinations may be beneficial for employees. Upon a recommendation pertaining to a work location or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) The employee shall, subject to the following, be required to be vaccinated for influenza;

- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine;
- (c) The Employer recognize that employees have the right to refuse any required vaccination, subject to a mandatory legislative requirement;
- (d) If the employee refuses to take the vaccine required under this provision, she may be placed on an unpaid leave of absence during any influenza outbreak in her work location or designated area(s) until such time as the employee is cleared to return to work. If the employee is placed on unpaid leave, she can use banked lieu time or vacation credits in order to keep her pay whole;
- (e) If the employee refuses to take the vaccine because it is medically contraindicated and where a medical certificate is provided to this effect, she will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. Such reassignment shall not adversely impact on the scheduling hours of other nurses.
- (f) If the employee gets sick as a result of the vaccination and applies for WSIB, the Employer will not oppose the claim;
- (g) Notwithstanding the above, the Employer must offer the vaccine on a voluntary basis to employees free of charge to be given on the hours the nurse is scheduled to work.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 24 – RETROACTIVITY

24.01 Wage Adjustments

The salary increases are:

- (a) 1.6% effective April 1, 2017**
- (b) 1.5% effective April 1, 2018**

24.02 Retroactivity

- (a) The effective date for retroactive purposes (wages only) shall be April 1, **2017**, the day following the expiry date of the previous Agreement.
- (b) All other revisions will be effective the day of ratification.

24.03 Retroactivity for Eligible Retirees Under Omers

Former employees who retired in 2017 and qualified under OMERS shall be entitled to retroactive pay adjustments for 2017 only.

The Employer shall make such payment to eligible former employees on or after the coming into force of this Collective Agreement. Such payments will be for the period from April 1, 2017 to their retirements date in 2017 and will be made through direct deposit to the employee's bank account on record with the Employer.

ARTICLE 25 – GROUP OR TEAM LEADER

25.01 Whenever a nurse is assigned additional responsibilities to direct, supervise or oversee work of employees within his/her classification and /or be assigned overall responsibility for client programs for a shift, the employee shall be paid a premium of **two dollars (\$2.00)** per hour in addition to his/her regular salary.

Note: An expression of interest for the assignment will be sent out across all divisions.

ARTICLE 26 – PAY EQUITY MAINTENANCE

26.01 Pay Equity Maintenance Process

The parties acknowledge the need to address the issues relating to pay equity maintenance, specifically the parties agree as follows:

1. That the Ontario Nurses' Association ('ONA') and the Employer shall meet outside of collective bargaining and agree to establish a joint committee consisting of three (3) members of the negotiating committee and three (3) members of the Employer. The intent of said committee will be the establishment of a revised Pay Equity Maintenance Plan. Either party may engage an advisor(s) to assist its representatives of the Committee;
2. The parties shall meet initially no later than six (6) months after the ratification of the collective agreement to commence establishing a new Pay Equity Maintenance Plan;
3. The parties agree that they shall make every reasonable effort to complete the establishment of a new Pay Equity Maintenance Plan, within twelve (12) months of the initial meeting between the parties;

4. The parties agree that the following agreed upon principles will form the basis for ongoing discussions as outlined in #1, #2 and #3:
 - The parties acknowledge that since 1994, amendments to the original 1994 Pay Equity Plan occurred which both parties agreed to. The parties also agree that there has been pay equity compliance up to March 31, 2011;
 - The parties relied on the Employer's Mercer Gender Neutral Comparison System (GNCS) to measure the value of the Public Health Nurse job class. Moving forward, ONA agrees to use the existing GNCS of the Employer for the purposes of measuring the value of all job classes in ONA;
 - Male comparators, as defined by the *Pay Equity Act*, will be negotiated and agreed upon by both parties;
 - The parties agree to use proportional value method of comparison using a representative group of male job classes.
5. The parties agree that the sequence of pay adjustments is as follows: economic adjustment (either negotiated or awarded) is applied first, followed by a pay equity analysis on the post-economic adjusted hourly wage rate. Pay equity adjustments, if required, would be effective immediately following the economic adjustment.
6. Upon request, the Employer shall disclose to the Union relevant information that is necessary for the Union to make informed and complete decisions on pay equity maintenance.

ARTICLE 27 – DURATION OF AGREEMENT

- 27.01 This Agreement shall remain in full force and effect from the 1st day of April, 2017, and extend to the 31st day of March, 2019, and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days and not less than thirty (30) days prior to the termination date of this Agreement.

IN WITNESS WHEREOF the representatives of the Ontario Nurses' Association have signed and the Regional Municipality of York has caused to be affixed its corporate seal duly attested by its proper signing officers.

DATED at Newmarket, Ontario on this 5th day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Wayne Emmerson
Chairman

Savita Singh
Labour Relations Officer

Bruce Macgregor
Chief Administrative Officer

Judy Barth

Ingrid LeClaire

SCHEDULE "A"**SALARY SCHEDULE – APRIL 1, 2017**

| JOB TITLE | GRADE | STEP | April 1, 2017 |
|--------------------------------------|--------------|-------------|--------------------------|
| <u>Registered Nurse</u> | 1 | 1 | \$36.87 |
| | | 2 | \$38.36 |
| | | 3 | \$39.92 |
| | | 4 | \$41.55 |
| | | 5 | \$43.22 |
| <u>Public Health Nurse</u> | 2 | 1 | \$40.91 |
| | | 2 | \$42.57 |
| | | 3 | \$44.29 |
| | | 4 | \$46.07 |
| | | 5 | \$47.94 |
| <u>Childbirth Educator</u> | 3 | 1 | \$47.94 |
| <u>Clinical Nurse Specialist</u> | 4 | 1 | \$44.29 |
| | | 2 | \$46.11 |
| | | 3 | \$48.01 |
| | | 4 | \$50.05 |
| | | 5 | \$52.14 |

For each scheduled lecture, the Childbirth Educator shall be paid for a period of time equal to the class delivery time plus one hour. This one hour represents time allotted for preparation, set-up and dismantling as required, and documentation. Where a Childbirth Educator is required to work in excess of the above, (individually counselling and documentation), he/she shall subsequently notify the Childbirth Education Manager and shall be paid the additional time at the regular Childbirth Educator hourly rate. The additional time shall not exceed one hour per lecture.

SCHEDULE "A"**SALARY SCHEDULE – APRIL 1, 2018**

| JOB TITLE | GRADE | STEP | April 1, 2018 |
|--------------------------------------|--------------|-------------|--------------------------|
| <u>Registered Nurse</u> | 1 | 1 | \$37.42 |
| | | 2 | \$38.94 |
| | | 3 | \$40.52 |
| | | 4 | \$42.17 |
| | | 5 | \$43.87 |
| <u>Public Health Nurse</u> | 2 | 1 | \$41.52 |
| | | 2 | \$43.21 |
| | | 3 | \$44.95 |
| | | 4 | \$46.76 |
| | | 5 | \$48.66 |
| <u>Childbirth Educator</u> | 3 | 1 | \$48.66 |
| <u>Clinical Nurse Specialist</u> | 4 | 1 | \$45.02 |
| | | 2 | \$46.87 |
| | | 3 | \$48.79 |
| | | 4 | \$50.87 |
| | | 5 | \$52.99 |

For each scheduled lecture, the Childbirth Educator shall be paid for a period of time equal to the class delivery time plus one hour. This one hour represents time allotted for preparation, set-up and dismantling as required, and documentation. Where a Childbirth Educator is required to work in excess of the above, (individually counselling and documentation), he/she shall subsequently notify the Childbirth Education Manager and shall be paid the additional time at the regular Childbirth Educator hourly rate. The additional time shall not exceed one hour per lecture.

LETTER OF UNDERSTANDING

Between:

THE REGIONAL MUNICIPALITY OF YORK

And:

ONTARIO NURSES' ASSOCIATION**RE: Sick Leave Transition**

1. The parties agree that this Letter of Understanding shall remain in effect and survive all future Collective Agreement renewals until all employees affected by it are no longer employees of York Region or any successor Employer(s).
2. All employees who were employees of the Region as of December 31, 1999 will be placed on the schedule of sick leave credits contained in Article 10 consistent with their accumulated service as of January 1, 2000.
3. All employees on the payroll effective May 13, 1999 who have fewer than 235 accumulated sick leave days, as of December 31, 1999 will be credited with an accumulated sick bank of fifty percent (50%) of their unused sick leave remaining to their credit at that time. The unused credits shall include credits acquired under the following provisions of the Collective Agreement:
 4. All employees, on or after May 13, 1999 will be credited with an accumulated sick leave bank of one hundred percent (100%) of their unused sick leave remaining to their credit as of December 31st, 1999.
 5. The employees referred to in item 3 shall have the option of receiving payment for the remaining fifty percent (50%) of unused sick leave credit at their rate of pay in effect as of January 1, 2000 or deferring payment until their retirement, termination or death, as provided for hereunder. For clarity those employees who choose to defer payment until retirement, termination or death shall receive payment at their rate of pay in effect at the time of retirement termination or death.
 6. The employees referred to in item 4 shall, upon completion of five (5) years of service be eligible to elect a payout or defer payment of fifty percent (50%) of their unused bank, be subject to the provisions of Items 3 and 6, with the unused sick leave credits calculated as of the appropriate dates; notice of their option and payout dates adjusted accordingly; and item 4 shall no longer apply to such employee.
7. In the event any employee is on sick leave as of January 1, 2000, the employee will continue drawing from their previous accumulated sick bank until return to work. Upon return to work, the unused sick leave credits shall be calculated; and their notice of option and payout dates adjusted accordingly.

- 8. Upon termination, retirement or death, any employee who had fewer than 235 sick days as of December 31, 1999 and who has an accumulated sick leave credits remaining from the fifty percent (50%) of their unused sick leave which was set aside for use under Article 10 above, shall have paid to them or their estate ten percent (10%) of the unused sick leave sick bank credits remaining at the time. The rate of payment shall be their rate of pay in effect at that time and shall be in addition to any payment that was deferred in accordance with Item 6.
- 9. Employees who have 235 or more sick days remaining to their credit as of December 31, 1999, shall have 117.5 days set aside for the payment options contained in Item 6 and all remaining sick days shall be placed in the employee's accumulated sick leave bank.

Upon termination or retirement, the employee will be entitled to payment for ten percent (10%) of the unused sick leave bank credits to a maximum of 12.5 days pay. Any remaining portion of the 10% shall be taken as a paid leave of absence, during which time the employee shall not be able to use Article 18.0 sick leave credits or accumulate vacation credits, however the employee will be paid vacation pay bi-weekly at a rate of 4% during the period.

In the event of death prior to termination or retirement, the entire ten percent (10%) of the unused sick leave bank credits shall be paid to the employee's estate.

DATED at Newmarket, Ontario on this 5th day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Wayne Emmerson
Chairman

Savita Singh
Labour Relations Officer

Bruce Macgregor
Chief Administrative Officer

Judy Barth

Ingrid LeClaire

LETTER OF UNDERSTANDING

Between:

THE REGIONAL MUNICIPALITY OF YORK

And:

ONTARIO NURSES' ASSOCIATIONRe: Categories for Permanent Part-Time Employee Hours

WHEREAS the parties negotiated a new Collective Agreement effective April 1, 2009, now therefore the parties agree as follows:

1. The parties agree that benefit entitlements and premium costs for permanent part-time nurses are based on the following grid:

| CATEGORIES FOR PPT SCHEDULED HOURS BI-WEEKLY | |
|--|---|
| Category 1 | - 17.5 hours or less - 75% Premium Cost - 25% Sick & Vacation |
| Category 2 | - Above 17.5 hours to 35 hours incl. - 50% Premium Cost - 50% Sick & Vacation |
| Category 3 | - Above 35 hours to 52.5 hours incl. - 25% Premium Cost - 75% Sick & Vacation |
| Category 4 | - Above 52.5 hours - No Premium Cost - 100% Sick & Vacation |

2. A permanent part-time nurse who consistently works more than her scheduled hours will be recategorized on the above grid as appropriate.
3. In order to be recategorized, a permanent part-time nurse must work the required number of hours outlined in the above grid for a consecutive period of six (6) months. If the nurse does not work the required number of hours for any month, she will not be recategorized; such recategorization will not be retroactive.
4. Once a permanent part-time nurse has been recategorized, she must continue to work the required number of hours outlined in the above grid in order to maintain the level of benefit entitlement and premium cost. If the nurse does not work the required number of hours as outlined in the above grid for a period of six (6) months, the level of benefit entitlement and premium cost will be altered accordingly.

- 5. The parties agree that it will be a permanent part-time nurse's responsibility to advise the Human Resource Services Branch if a recategorization is necessary. In order to advise Human Resource Services, the nurse will be required to complete the form attached as Appendix "A" and forward this form to the attention of the Manager, Employee Services. The Human Resource Services Branch will then verify that a recategorization is required and, if so, will make the necessary changes.

DATED at Newmarket, Ontario on this 5th day of October, 2018.

FOR THE EMPLOYER

Wayne Emmerson
Chairman

Bruce Macgregor
Chief Administrative Officer

FOR THE UNION

Savita Singh
Labour Relations Officer

Judy Barth

Ingrid LeClaire

FORM - APPENDIX "A"

Please be advised that a recategorization with respect to benefit entitlement and premium cost may be necessary.

My regularly scheduled hours of work are _____ per week. The following outlines my hours of work over the past consecutive six (6) months:

| | MONTH | YEAR | HOURS WORKED |
|-------|-------|------|--------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| Total | | | |

Employee Name: _____

Employee Signature: _____

Date: _____

I confirm that the above hours accurately reflect the hours worked by this employee.

Supervisor Signature: _____

**PLEASE FORWARD TO THE HUMAN RESOURCE SERVICES BRANCH, ATTENTION:
MANAGER, EMPLOYEE SERVICES.**

LETTER OF UNDERSTANDING

Between:

THE REGIONAL MUNICIPALITY OF YORK

And:

ONTARIO NURSES' ASSOCIATION

Re: Change of Employment Status

WHEREAS, the parties wish to enter into an understanding regarding the effective date of changes to employment status;

THEREFORE, the parties agree as follows:

1. Where an employee is to change their employment status, the change will not be effective unless the employee is actively at work on the date of the scheduled effective change;
2. An employee is considered to be actively at work or actively working where the employee is performing all the usual and customary duties of the job with the Employer for the scheduled number of hours for that day;
3. The intention of this Letter is to ensure consistent application between the administration of short term disability benefits (Sick Leave Plan) and the Long Term Disability Policy; and
4. Nothing in this Letter shall effect the termination of temporary assignments on the stated end dates of those assignments.

DATED at Newmarket, Ontario on this 5th day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Wayne Emmerson
Chairman

Savita Singh
Labour Relations Officer

Bruce Macgregor
Chief Administrative Officer

Judy Barth

Ingrid LeClaire

LETTER OF UNDERSTANDING

Between:

THE REGIONAL MUNICIPALITY OF YORK

And:

ONTARIO NURSES' ASSOCIATION

Re: College of Nurses Professional Fees

WHEREAS, the parties have engaged in collective bargaining and reached an agreement which expires on March 31 , 2019;

THEREFORE, the parties hereby agree on a without precedent and prejudice basis to the following:

This Memorandum of Agreement shall replace the Letter of Intent contained in the collective agreement that expired March 31 , 2009;

1. When the Employer requires a permanent full-time or permanent part-time staff to have membership as a pre-requisite for employment as per the job description, such fee shall be fully reimbursed, subject to a satisfactory receipt per year per employee. It is further understood that the employee must have a least one (1) years' service with the Employer;
2. Temporary staff will not be eligible for any reimbursement however, if he/she converts to permanent status, their service as a temporary employee will be considered in calculating the service requirement;
3. Casual staff will not be eligible for any reimbursement however, if he/she converts to permanent status, their service as a casual employee will be considered in calculating the service requirement. Such calculation will be based on actual hours worked as at the time of conversion;

- 4. If the employee resigns/terminates from the Region within three (3) months of reimbursement of their professional fees, 50% of the reimbursed amount will be required to be repaid to the Employer by the employee;

DATED at Newmarket, Ontario on this 5th day of October, 2018.

FOR THE EMPLOYER

Wayne Emmerson
Chairman

Bruce Macgregor
Chief Administrative Officer

FOR THE UNION

Savita Singh
Labour Relations Officer

Judy Barth

Ingrid LeClaire

LETTER OF UNDERSTANDING

Between:

THE REGIONAL MUNICIPALITY OF YORK

And:

ONTARIO NURSES' ASSOCIATION

Re: Early and Safe Return to Work

WHEREAS, the Employer and the Union recognize their joint duty to accommodate disabled nurses in accordance with the provisions of the Ontario Human Rights Code.

AND WHEREAS, 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 early and safe return to work.

THEREFORE, the parties agree to the following:

On a monthly basis, the Employer will notify the Bargaining Unit President of the names of employees who go off work due to a work related injury or when an employee is denied LTD.

When it has been medically determined that an employee is unable to return to full duties due to permanent restrictions or limitations, the Employee Health Unit will contact the employee to advise the employee that permanent restrictions or limitations have been identified. A meeting will be scheduled by the Employee Health Unit and may include representatives from Human Resources, the Union, the employee's Manager and the employee. This meeting will be used to discuss the circumstances surrounding the employee's return to work.

It is understood that it is the employee's responsibility to bring a union representative to any meetings for these purposes. The availability of a union representative will not delay the process.

The Employer agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time as it is sent to the Board.

This Memorandum of Agreement will expire on March 31, 2019.

DATED at Newmarket, Ontario on this 5th day of October, 2018.

FOR THE EMPLOYER

Wayne Emmerson
Chairman

Bruce Macgregor
Chief Administrative Officer

FOR THE UNION

Savita Singh
Labour Relations Officer

Judy Barth

Ingrid LeClaire

LETTER OF UNDERSTANDING

Between:

THE REGIONAL MUNICIPALITY OF YORK

And:

ONTARIO NURSES' ASSOCIATION

Re: Grievance Process for Long-Term Disability Disputes

WHEREAS the Employer is currently engaged in an administrative services only (“ASO”) contract with Sun Life Financial (“Sun Life”) for the determination of LTD benefits;

AND WHEREAS the Employer has operated on the basis that long-term disability (“LTD”) disputes are not arbitrable under the Collective Agreement between the Employer and the Union (the “Collective Agreement”);

AND WHEREAS the Union has proposed that LTD disputes be arbitrated under the Collective Agreement;

AND WHEREAS the Parties have reached an agreement that LTD disputes under the ASO arrangement are arbitrable under the Collective Agreement and wish to establish a mutually agreeable and mutually beneficial process for dealing with such grievances;

AND WHEREAS this Letter of Understanding shall remain in effect unless and until the Employer changes to an insured plan for the provision of LTD benefits, at which point LTD disputes shall no longer be arbitrable under the Collective Agreement and this Letter of Understanding shall no longer be in effect;

AND WHEREAS the terms of this Letter of Understanding may be amended from time to time on mutual agreement of the Parties;

NOW THEREFORE the Parties agree that, for grievances concerning LTD disputes, the following process shall be followed:

1. *Jurisdiction of Long-Term Disability Disputes*

Any dispute which may arise concerning a member’s entitlement to LTD benefits under the current ASO arrangement may be subject to the grievance and arbitration provisions of the Collective Agreement (Articles 12 and 14, respectively), along with the procedural requirements set out in this Letter of Understanding.

For the purpose of clarity, for grievances concerning LTD disputes, this Letter of Understanding shall be followed in conjunction with the grievance and arbitration processes set out under Articles 12 and 14 of the Collective Agreement, respectively. If there are any discrepancies between the requirements under the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.

2. *Third Party Adjudicator Appeals Process*

The Union may file a grievance concerning a member's entitlement to LTD benefits at any stage of the appeals process established by the third party providing ASO services to the Employer. However, the grievance will be held in abeyance until the member has exhausted the ASO provider's complete appeals process.

Any delay occasioned by the appeals process and/or the ASO provider at any stage of the appeals process shall not affect the timeliness of the grievance, nor against any time limit under section 49 of the *Labour Relations Act, 1995*. For this reason, the time limit for referring such a grievance to arbitration may be extended as necessary. For clarity, the Employer agrees that it will not raise any issue with respect to the timeliness of a grievance as a result of a member's participation in the ASO provider's appeals process, so long as the member participates in a timely and diligent fashion.

3. *Consent to Disclose Arguably Relevant Medical Information*

In order to evaluate the merits of the grievance, the Employer requires access to the member's relevant medical/claim files; specifically, the Employer requires all relevant information submitted to the ASO provider in support of the claim for LTD benefits, in addition to any and all other sources of medical information that may be available.

To ensure that such disclosure is received in an expeditious manner, upon the member being notified that he or she has been unsuccessful at the final stage of the ASO provider's appeal process, the member agrees to provide his or her consent to disclose the relevant documentation from applicable third parties to the Employer and the Union.

Understanding the importance of maintaining the confidentiality of medical information, it is agreed that any medical/claim files shall be sent directly to the Employer's Labour Relations representative and to the Union from the party in possession for review and further dissemination as necessary for the purpose of evaluating the merits of the grievance and obtaining instruction. For clarity, the medical information shall not be shared with any other individual other than those with the authority to decide the matter or as reasonably necessary to provide advice to those with such authority.

The duty to disclose arguably relevant documents is ongoing in nature. Therefore, any arguably relevant document(s) not previously disclosed shall be provided to the other party as soon as possible following receipt.

Nothing shall prevent the Employer from seeking an opinion on the information provided from a third party consultant or expert as deemed necessary and appropriate. Where the Employer intends to rely upon such opinion in support of its defence of the grievance, it shall provide it to the Union.

4. *Medical Examination*

At any time during the grievance process, the Employer may require, pursuant to Article 10.13(f) of the Collective Agreement, a member to undergo a medical examination by a health care professional appointed by and paid for by the Employer. The assessment shall be used to verify whether there is sound, objective medical evidence to support the member's disability claim.

In cases where a medical examination is required, the member also agrees to provide his or her consent to release his or her medical files to the third party assessor for consideration.

The report issued as a result of the medical examination shall be disclosed to both Parties and shall not be considered to be determinative with respect to the grievance.

Grievance Step Meetings

The Parties shall forgo the first grievance step meeting and proceed directly to the second grievance step meeting, as described under Article 12.04 of the Collective Agreement. The grievance step meeting shall not take place until the Parties have received the member's claim file from the ASO provider and have had a reasonable opportunity to review the claim file.

5. *Case Management and Mediation*

If the grievance has not settled following completion of the grievance step meeting, the Parties shall participate in a formal mediation/case management process whereby the Parties shall disclose to one another, in advance of the mediation/case management day, case briefs setting out in detail the Parties' positions on the matter, including documentary evidence being relied upon.

The mediation/case management may be conducted with or without the assistance of an arbitrator, as determined by the Parties. If an arbitrator is retained, the Parties shall also disclose the case briefs to the arbitrator in a timely manner in advance of the mediation/case management day.

If the grievance has not settled following completion of the mediation/case management process, the grievance shall be scheduled for hearing, with either the same arbitrator who was retained for mediation/case management or a different arbitrator, as determined by the Parties.

DATED at Newmarket, Ontario on this 5th day of October, 2018.

FOR THE EMPLOYER

Wayne Emmerson
Chairman

Bruce Macgregor
Chief Administrative Officer

FOR THE UNION

Savita Singh
Labour Relations Officer

Judy Barth

Ingrid LeClaire
