

**COLLECTIVE AGREEMENT**

Between:

**THE REGIONAL MUNICIPALITY OF HALTON  
ALLENDALE, CREEK WAY VILLAGE, POST INN VILLAGE  
(hereinafter referred to as "the Region" of the first part)**

And:

**ONTARIO NURSES' ASSOCIATION  
(hereinafter referred to as the "Union" of the second part)**

**Expiry Date: March 31, 2018**

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS .....	4
ARTICLE 2 - PURPOSE .....	4
ARTICLE 3 - RECOGNITION.....	5
ARTICLE 4 - REGION'S RIGHTS .....	5
ARTICLE 5 - RELATIONSHIP.....	6
ARTICLE 6 - ASSOCIATION REPRESENTATION .....	6
ARTICLE 7 - ASSOCIATION SECURITY.....	7
ARTICLE 8 - NO STRIKES NO LOCKOUTS .....	8
ARTICLE 9 - GRIEVANCE PROCEDURE .....	8
ARTICLE 10 - POLICY GRIEVANCES .....	9
ARTICLE 11 - GRIEVANCE MEDIATION .....	10
ARTICLE 12 - ARBITRATION.....	10
ARTICLE 13 – SENIORITY.....	11
ARTICLE 14 – JOB POSTING .....	14
ARTICLE 15 – LEAVES OF ABSENCE .....	16
ARTICLE 16 – PAID HOLIDAYS.....	21
ARTICLE 17 – VACATIONS .....	22
ARTICLE 18 – LEAVE FOR SICKNESS AND DISABILITY.....	25
ARTICLE 19 – HOURS OF WORK AND WORKING CONDITIONS .....	26
ARTICLE 20 – BENEFITS .....	29
ARTICLE 21 – MISCELLANEOUS.....	32
ARTICLE 22 – SALARY SCHEDULE.....	33
ARTICLE 23 – APPLICATION OF BENEFITS AND AGREEMENT.....	34
ARTICLE 24 – PROFESSIONAL RESPONSIBILITY .....	34
ARTICLE 25 – ORIENTATION.....	35
ARTICLE 26 – DURATION OF AGREEMENT .....	35
APPENDIX A - WAGES.....	37
BY-LAW NO. 68-74 - A BY-LAW TO PROVIDE SICK LEAVE CREDIT PLAN .....	39
APPENDIX B.....	44
APPENDIX C - RE:EARLY RETIREE BENEFITS .....	45
APPENDIX D - LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE CHAIRPERSONS .....	47
LETTER OF UNDERSTANDING #1 - RE:JOB SHARING .....	48
LETTER OF UNDERSTANDING #2 - RE:JOB POSTING.....	51

THIS AGREEMENT BETWEEN:

THE REGIONAL MUNICIPALITY OF HALTON  
ALLENDALE, CREEK WAY VILLAGE, POST INN VILLAGE

(hereinafter referred to as "the Region" of the first part)

And:

ONTARIO NURSES' ASSOCIATION

(hereinafter called the Association of the second part)

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

## **ARTICLE 1 - DEFINITIONS**

- 1.01 In this agreement "the Region" means the Regional Municipality of Halton.
- 1.02 The word "Association" means the Ontario Nurses' Association.
- 1.03 A "Temporary Nurse" is a person hired by the Region for a specified period of time which does not exceed thirteen (13) months provided there is no applicant internal to the bargaining unit.
- 1.04 "Registered Nurse" means a person who holds a current Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*.
- 1.05 "Temporary Registrant" means a Nurse with a registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements.
- This certification shall be completed within twelve (12) months following date of hire.
- 1.06 A "Full-time Nurse" is a person who is continuously employed on a year round full-time basis, who normally is scheduled to work thirty-seven and one half (37 ½) hours per week [as per Article 19.02 (Hours of Work and Working Conditions)].
- 1.07 A "Casual Nurse" is a person hired by the Region to work on an irregular basis based on his/her stated availability for not more than thirty-seven and one-half (37 ½) hours per week.
- 1.08 A "Part-time Nurse" is regularly scheduled for not more than twenty-four (24) hours per week.

## **ARTICLE 2 - PURPOSE**

- 2.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Region and the Nurses concerned, and to provide for the prompt resolution of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all Nurses within the Bargaining Unit. The Association recognizes the obligation of the Region to provide service to the public and the residents of Allendale, Post Inn Village, and Creek Way Village Long Term Care Homes pursuant to its mandate under the *Homes for the Aged Act* and other legislation.
- 2.02 It is recognized that the Nurses wish to work together with the Region to secure the best possible nursing care and health protection for residents.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Region recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate Nurses employed in a nursing capacity by the Regional Municipality of Halton at Allendale (part-time and full-time) in Milton, Ontario, Post Inn Village in Oakville, Ontario, and Creek Way Village in Burlington, Ontario, save and except the Manager of Resident Care, persons above the rank of Manager of Resident Care.
- 3.02 (a) Work normally performed by members of this bargaining unit shall not be contracted out. Reassignment to other Nurses, with the exception of members of the full-time or part-time bargaining unit, of work normally performed by members of this bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of this bargaining unit employed at the time of the reassignment.
- (b) The Region shall ensure that bargaining unit staff continue working at least the same number of hours of work each day as worked in the last month of the expired Collective Agreement.

### **ARTICLE 4 - REGION'S RIGHTS**

- 4.01 The Association acknowledges that it is the function of the Region to manage its business and direct its operations in all matters which are not specifically restricted by the terms of this agreement and that it is the function of the Region to:
- (a) maintain order, discipline, efficiency and suspend, discharge or otherwise discipline a Nurse for just cause [subject to Article 13:02 (c) (Seniority), the test of just cause shall apply only to the discharge of a seniority Nurse];
- (b) hire, transfer, classify, assign, select, promote, demote, retire, lay-off and recall Nurses;
- (c) make and enforce from time to time such reasonable rules and regulations as the Region considers necessary or advisable for the efficient and orderly conduct of its business and require Nurses to observe such reasonable rules and regulations provided they are not inconsistent with the provisions of this Agreement;
- (d) direct its working forces; plan, direct and control the operation of its facilities; introduce new and improved methods, equipment and facilities; determine the amount of supervision necessary; set work schedules; establish standards and quality of care; determine programs, complement, organization and the number and location and classification of Nurses required from time to time; and curtailment or cessation of operation in whole or in part.

## **ARTICLE 5 - RELATIONSHIP**

- 5.01 Neither party to this Agreement will discriminate against, coerce, restrain or influence any Nurse because of his/her membership or non-membership, his/her activity or lack of activity in the Association or any labour organization.
- 5.02 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, religious affiliation, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. Ref: *Human Rights Code*.
- 5.03 The Association further agrees that there will be no Association activities including solicitation of membership and collection of dues during working hours or on the Region's premises except as specifically permitted by this Agreement or in writing by the Region.
- 5.04 The Region, its nurses, and the Association recognize their obligations under the *Occupational Health and Safety Act* and agree that a workplace free of violence (as defined in the Region's Violence in the Workplace policy) is a fundamental principle of a safe and healthy workplace. Any nurse who believes she/he has been subjected to an incident as defined in the policy shall report this to a manager or designate who will take every reasonable precaution in the circumstances for the protection of the nurse.

The Region will report all incidents of violence as defined in the *Occupational Health and Safety Act* to the Joint Health and Safety Committee for review.

The Region will inform the Bargaining Unit President within five days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Bargaining Unit President.

## **ARTICLE 6 - ASSOCIATION REPRESENTATION**

- 6.01 The Region recognizes the following Association representatives and committee members:
- (a) negotiating committee of three (3) Nurses, one from each of the Homes, who shall act on behalf of the Association in negotiating this Agreement or its renewal.
  - (b) three (3) Nurses as Nurse representatives, and
  - (c) a grievance committee of two (2) Nurses
- 6.02 The Association shall have the right at any time to have the assistance of a representative of the Ontario Nurses' Association.
- 6.03 The Association will provide the Region with the names of its officers, committee members and Nurse representatives and shall keep such list up to date at all times.

- 6.04 In addition to any other Committee provided herein, an Association – Management Committee shall be established composed of three (3) members from each party. The purpose of this Committee is to identify and discuss issues which may affect Nurse - management relations and to provide a means of ongoing consultation including scheduling problems and problems relating to quality of nursing care. The Committee shall meet once every two (2) months unless the Committee agrees otherwise. Minutes of these meetings shall be maintained.
- 6.05 The Region shall pay representatives and Committee Members their respective salaries for regular time lost investigating and/or processing grievances and while attending meetings with the Region. The Region agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiating with the Region for a renewal agreement up to, but not including, arbitration.
- 6.06 The Region agrees to provide a representative of the Association with a fifteen (15) minute period within the orientation program for newly hired Nurses provided by the Region, in order to meet with newly hired Nurses.
- 6.07 Joint Health and Safety
- (a) The Region and the Association agree that they mutually desire to maintain standards of safety and health at Allendale, Post Inn Village, and Creek Way Village in order to prevent accidents, injury and illness.
  - (b) Recognizing its responsibilities under the applicable legislation, the Region agrees to accept as a member of its Joint Health and Safety Committee, one (1) representative selected or appointed by the Association from amongst bargaining unit Nurses at each location. The Association will endeavour to ensure that representation is provided.
  - (c) The Region shall abide by any time off and wage payment provisions required by the *Occupational Health and Safety Act*.

## **ARTICLE 7 - ASSOCIATION SECURITY**

- 7.01 The Region shall deduct from the first pay of each month from the pay due to each Nurse who is covered by this Agreement a sum equal to the monthly Association dues of each Nurse. The Association and the Provincial Secretary Treasurer of the Association shall notify the Region in writing of the amount of such dues from time to time. Nurses who do not have Association dues deducted from their first pay of the month shall have Association dues deducted from their second pay.
- 7.02 The Region shall remit to the Provincial Vice-President of Finances, once each month, the dues so deducted together with a list showing the names of the Nurses and the amount from whom dues have been so deducted. The list shall state the Social Insurance Number and address of the Nurse. The Association shall hold the Region harmless with respect to all dues so deducted and remitted and with respect to any liability which the Region might incur as a result of such deduction.

- 7.03 The Region also agrees to inform the Association of those Nurses who have terminated or who are on unpaid leave of absence when such absence affects the deduction of Association dues.

### **ARTICLE 8 - NO STRIKES NO LOCKOUTS**

- 8.01 The Association agrees there will be no strikes and the Region agrees there will be no lockouts during the term of this agreement. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

### **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 It is the mutual desire of the parties hereto that complaints of Nurses shall be adjusted as quickly as possible. It is understood that a Nurse has no grievance until she/he has first given the Director of Nursing and Personal Care or designate or CQI and Risk Manager or designate the opportunity of adjusting his/her complaint. If a Nurse has a complaint she/he shall discuss it with the Director of Nursing and Personal Care or designate or CQI and Risk Manager or designate within ten (10) days of the circumstances giving rise to the complaint. The Director of Nursing and Personal Care or designate or CQI and Risk Manager or designate shall give his/her response to the complaint within five (5) days of the discussion and failing settlement, the Nurse may take the matter up as a formal grievance within five (5) days following the reply of the Director of Nursing and Personal Care or designate or CQI and Risk Manager or designate in the following manner and sequence:

#### Step One

Where a difference arises between a Nurse and the Region relating to the interpretation, application or administration of this Agreement, the Nurse may submit a written grievance, through the Association, to the Administrator or designate or CQI and Risk Manager or designate in writing. The Administrator or designate or CQI and Risk Manager or designate shall render his/her decision in writing to the Nurse within five (5) days following the presentation of the grievance to him/her.

Failing settlement:

#### Step Two

Within five (5) days after the decision in Step One is given, the Nurse may submit the written grievance from Step One to the Director of Human Resource Services. A meeting will be held between the Director of Human Resource Services and the Grievance Committee within ten (10) days following the submission of the grievance unless extended by agreement of the parties. A representative of the Ontario Nurses' Association and the grievor may be present at this meeting. The Director of Human Resource Services shall provide a written reply to the grievance to the Labour Relations Officer and the Bargaining Unit President within ten (10) days after the meeting has been held.



A grievance may be referred to Arbitration as set out in Article 12 (Arbitration) provided the required notice is given within ten (10) days of the written reply given at Step Two above.

- 9.02 A grievance claiming unjust discipline, suspension or discharge may be settled by confirming the Region's action, or by reinstating the Nurse and making him/her whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 9.03 At any discussion between a Nurse and the Region involving discipline, suspension, or discharge of the Nurse, the Region shall notify the Nurse of his/her right to have an Association representative present.
- 9.04 A Nurse is entitled at the time of the imposition of suspension or discharge to be given written reason for such action. The Association shall be notified of such action within three (3) days of same.
- Should a Nurse wish to file a grievance against his/her suspension or discharge it shall be reduced to writing and shall be submitted at Step Two of the grievance procedure within ten (10) days.
- 9.05 Any time limits referred to in the Grievance Procedure shall be exclusive of Saturdays, Sundays, paid holidays observed by the Region and vacations of the aggrieved Nurse.
- 9.06 When no answer is given within the time limits specified in the Grievance Procedure, the grieving party may submit the grievance to the next step.
- 9.07 The parties may agree to waive or extend any of the time limits established by this procedure. Such agreement shall be in writing.
- 9.08 A representative at the bargaining unit level may assist the grievor at any stage of the Grievance Procedure, if so requested.

#### **ARTICLE 10 - POLICY GRIEVANCES**

- 10.01 Both parties to this Agreement shall have the right to lodge with the other party a grievance relating to the conduct of the other party or its representatives, concerning the application, administration, interpretation, or alleged violation of this Agreement including any question as to whether a matter is arbitrable. Such grievance shall be presented in writing to the other party within ten (10) days of the occurrence of the incident or event giving rise to such grievance, and shall be entered at Step Two of the Grievance Procedure. If not satisfactorily resolved at this Step, the grievance may be submitted to arbitration as defined in Article 12 (Arbitration).

**ARTICLE 11 - GRIEVANCE MEDIATION**

- 11.01 At the request of either party the following mediation process will be used before any grievance is referred to arbitration. The intent of the process is to provide a neutral third party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
- 11.02 The parties will establish a list of three (3) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fee of the mediator.
- 11.03 The mediation session will be attended by a maximum of four (4) representatives from the union (including the grievor) and a maximum of four (4) from regional management. The persons attending should be familiar with the content of the grievance and have the authority to enact a resolution.
- 11.04 Once written notice is given, to mediate a grievance the session shall commence within sixty (60) calendar days. If the appointed mediator is unavailable within sixty (60) days of the appointment then the appointment will be given to the next mediator in turn. In addition, should any of the applicable parties be unavailable within this sixty (60) day period then they shall appoint a substitute to attend.
- 11.05 Provided the parties agree there should be no limit to the number of grievances submitted for mediation at a single session. There shall be no use of legal counsel or witnesses for this mediation process. Any evidence which either party wishes to submit will be given to the other party at least three (3) calendar days prior to the mediation session.
- 11.06 Any concessions, discussions or offers to settle a grievance, which occur during the mediation process will not prejudice either party at arbitration should the matter not be resolved.
- 11.07 The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Should the mediation process occur during a Nurse's scheduled hours of work s/he will be paid her/his normal rate of pay.
- 11.08 Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of each mediation session may be submitted to arbitration or withdrawn.

**ARTICLE 12 - ARBITRATION**

- 12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party.

- 12.02 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any Nurse or the Region affected by it.
- 12.03 The decision of a majority is the decision of the Arbitration Board, but if there is not majority the decision of the Chairperson governs.
- 12.04 The parties hereto will bear the expense of the nominee appointed to represent it and the parties will jointly in equal amounts share the expense of the Chairperson of the Arbitration Board.
- 12.05 Any time limits referred to in this Article shall be exclusive of Saturdays, Sundays and paid holidays observed by the Region.

### **ARTICLE 13 – SENIORITY**

- 13.01 (a) Subject to Clause 13.07 (Seniority), seniority for a Nurse who is not a probationary Nurse shall be defined as length of service with the Region since last date of last hire. If retained after the probationary period a Nurse's seniority, subject to Clause 13.07 (Seniority) shall be dated from the date of last hire.
- (b) Part-time Nurses
- Subject to Article 13.07 (Seniority), seniority for a Nurse who is not a probationary Nurse shall be defined as length of service expressed in years converted from the number of hours worked with the Region since last date of hire as a part-time Nurse. If retained after the probationary period, a Nurse's seniority shall be measured from the date of last hire as a part-time Nurse.
- 13.02 (a) (i) A "probationary Nurse" is a person hired by the Region who has not completed seventy (70) tours of continuous full-time employment from his/her most recent date of hire at a job category within the bargaining unit as prescribed by Article 3 (Recognition) and who is not a temporary Nurse.
- (ii) A "probationary Nurse" is a person hired by the Region who has not completed five hundred twenty-five (525) hours of continuous part-time or casual employment from his/her most recent date of hire at a job category within the bargaining unit as prescribed by Article 3 (Recognition) and who is not a temporary Nurse.

- (b) Where the Region chooses to extend the probationary period, it will provide at least two (2) weeks' written notice to the Nurse and the Union. The two (2) weeks referred to are prior to the expected expiry date of the probationary period. It is understood that any extension to the probationary period will not exceed an additional seventy (70) tours or five hundred and twenty-five (525) hours worked and, where requested, the Home will advise the Nurse and the Association of the basis of such extension.
- (c) The discharge of a probationary Nurse shall be at the discretion of the Region. The discharge of such a Nurse shall not be subject to review except to establish that the decision to discharge was taken in bad faith or that the Region failed to assess the Nurse's ability and suitability against the requirements of the job.

13.03 A Nurse forfeits and loses all seniority:

- (a) on termination by resignation or discharge for just cause;
- (b) on lay-off extending continuously for more than eighteen (18) months;
- (c) on failure to report for work within twenty-one (21) calendar days of receipt of notice to return to work when on lay-off;
- (d) if absent from work without satisfactory explanation in excess of two (2) working days of the Nurse.

13.04 (a) Seniority shall be retained and accumulated when a Nurse is absent from work under the following conditions:

- (i) when on leave of absence with pay;
- (ii) when on an approved leave of absence with or without pay not exceeding thirty (30) continuous calendar days;
- (iii) when in receipt of sick leave pay; (full-time only);
- (iv) when in receipt of Workplace Safety and Insurance benefits;
- (v) when substituting temporarily in a classification that is excluded from the bargaining unit for a period not to exceed eighteen (18) consecutive months;
- (vi) when on pregnancy and/or parental leave, under the terms and conditions of the *Employment Standards Act* of Ontario.

(b) Full-time and Part-time

Seniority shall be retained but not accumulated when a full-time or a part-time Nurse is absent from work under the following circumstances:

- (i) when on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;

- (ii) when absent on account of accident or illness and not in receipt of sick leave credits for a period not exceeding fifteen (15) months;
- (iii) when absent due to lay-off for a period not exceeding twelve (12) months.

13.05 In the event of a proposed lay-off of a permanent or long term nature, the Region will:

- (a) provide the Association with no less than sixty (60) days notice of such lay-off; and
- (b) meet with the Association through the Association-Management Committee to review the following:
  - (i) home affected by the lay-off;
  - (ii) the reason causing the lay-off;
  - (iii) the service which the Region will undertake after the lay-off;
  - (iv) the method of implementation including the areas of cutback and the Nurses to be laid off.
- (c) Sixty (60) days' notice of layoff shall be given to each affected individual.

Any agreement between the Region and the Association resulting from the review concerning the method of implementation will take precedence over the terms of this Article.

- 13.06
- (a) A lay-off of Nurses shall be Home specific and made on the basis of the seniority list provided that Nurses who are entitled to remain on the basis of seniority are willing and qualified to do the work which is available.
  - (b) Nurses shall be recalled in the reverse order of lay-off provided that the Nurse is willing and qualified to perform the work available. On recall, a Nurse will be provided with any appropriate orientation as determined necessary by the Director of Nursing and Personal Care or designate or CQI and Risk Manager or designate. A request by such a Nurse for orientation shall not be unreasonably denied.
  - (c) The Region will not hire a new Nurse to fill a vacancy where there is a Nurse on lay-off who is willing and qualified. Subject to the provisions of Article 14 (Job Posting), this will apply regardless of whether the Nurse was full-time or part-time at the time of the lay-off.

13.07 Seniority shall be retained and transferred with a Nurse in the event she/he changes his/her status from part-time to full-time or vice versa as provided below:

- (a) When a Nurse changes his/her status from full-time to part-time, she/he shall receive credit for his/her full-time seniority.

- (b) For the purposes of determining seniority, a Nurse in the bargaining unit whose status is changed from part-time to full-time shall receive credit for his/her seniority on the basis of one (1) year of seniority for each fifteen hundred (1500) hours worked as part-time. Any time worked in excess of an equivalent shall be pro-rated against fifteen hundred (1500) hours at the time of transfer.

If, upon application of this formula, the resulting seniority date pre dates the date of hire, the date of hire shall be used as the Nurse's seniority date. In this paragraph, "date of hire" means the most recent date on which the Nurse commenced employment under the Collective Agreement or its predecessors, whether on a full-time or part-time basis.

- (c) With the exception of transfers pursuant to Article 13.06 (c) (Seniority), during employment with the Region, a Nurse may change his/her status twice from part-time to full-time or more often with the consent of the Region, provided such consent shall not be unreasonably withheld. This provision shall not be applied to reduce the number of transfer opportunities available herein to Nurses who may have transferred prior to November 21, 1980.
- (d) A Nurse may transfer from part-time to full-time and the right to transfer, thereafter, shall be decided by the provisions of Article 13.07 (Seniority) of the Collective Agreement.

13.08 The Region will update seniority lists twice per year for each location for the pay periods January 1<sup>st</sup> and July 1<sup>st</sup> each year, post copies of the lists in a conspicuous place at each location following the end of the aforementioned pay periods and forward copies of the lists to the Bargaining Unit President.

## **ARTICLE 14 – JOB POSTING**

14.01 When job classifications falling within this Agreement are vacant or when new jobs are created and are to be filled in either case, notice thereof will be posted on the bulletin board for a period of seven (7) calendar days in order to provide Nurses with an opportunity to apply. A copy of such notice shall be forwarded to the Bargaining Unit President. A Nurse may apply for a position under this Agreement subject to Article 13.07 (Seniority). In so applying, should the part-time Nurse be awarded the position, the Nurse shall have the benefits of his/her part-time seniority converted to a full-time basis as per Article 13.07 (Seniority). The name of the successful applicant will be provided via e mail to the Bargaining Unit President. The Region will endeavor to provide this information to the Bargaining Unit President within thirty (30) calendar days of the successful candidates acceptance.

- (a) First consideration will be given to the applications of full-time and part-time Nurses at the Home of the vacant position.

- (b) In the event the vacant position is not filled in accordance with (a) above, applications of full-time and part-time Nurses from the other Homes will be considered.

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

- (a) Performance, ability and experience;
- (b) Seniority.
- (c) Where the factors in (a) are relatively equal, factor (b) shall govern. If senior applicants are refused a position they will be given the reason for such refusal in writing.

#### Temporary Vacancies of Greater Than Three Months

- i) When filling of full-time temporary vacancies of a duration of greater than three months, two lateral transfer opportunities will be offered to nurses within the permanent full-time employee group within the Home where the vacancy exists. The resulting temporary vacancy will be posted and open to part-time nurses within the Home where the vacancy exists.
- ii) When filling of part-time temporary vacancies of a duration of greater than three months, two lateral transfer opportunities will be offered to nurses within the permanent part-time employee group within the Home where the vacancy exists. The resulting temporary vacancy will be posted and open to casual nurses within the Home where the vacancy exists.
- (iii) An employee will only be permitted to accept one (1) lateral transfer every twelve (12) months, except where the transfer provides for a change in shift.
- (d) The Region will outline to the Nurse selected to fill the temporary vacancy, the conditions and duration of such vacancy. In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances, which give rise to the temporary vacancy .

14.03 A Nurse who is absent for one (1) year or less due to illness or leave of absence shall have the right to return to his/her former position.

14.04 A Nurse who has been requested to substitute temporarily in a classification that is excluded from the Bargaining Unit may refuse to do so. If she/he consents, she/he shall be deemed to be covered by the Collective Agreement but shall be compensated in accordance with the excluded classification as provided by the policies of the Region. In any case, the Nurse shall be paid his/her current rate of pay plus five percent (5%) or the start rate for the position to which she/he is assigned, whichever is greater.

14.05 Any Nurse presently in, or any Nurse who has been in what is now the Bargaining Unit, who elects or who is appointed to any permanent position connected with the Region outside the Bargaining Unit, may be returned to the Bargaining Unit by the Region subject to the application of Articles 13.01 and 13.03 (Seniority).

In such an event, the Nurse on being returned to the Bargaining Unit shall retain the seniority accumulated up to the date of his/her election or appointment to a position out of the Bargaining Unit, but will not accumulate any seniority while outside the Bargaining Unit for the purposes of job opportunity and lay-off, or for any other non monetary benefits and privileges. His/her original date of hire to the Bargaining Unit job with the Region shall continue to be recognized for the purposes of calculation of the amount of the monetary benefits to which she/he is now entitled.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### 15.01 Bereavement Leave

(a) In the event of the death of a Nurse's spouse, father, mother, brother, sister, child, mother-in-law, father-in-law, or a relative residing in the Nurse's household, or any person who acted in place of a parent, (in locus parentis) the Region shall grant up to three (3) days leave of absence with pay for the purpose of making arrangements and/or attending the funeral. Death of a son-in-law or daughter-in-law, sister-in-law or brother-in-law, grandparent or grandchild shall result in leave of one (1) day with pay for the purpose of attending the funeral. Pay shall be at the Nurse's regular rate of pay and only those days which are the normal working days shall be paid to a maximum of three (3) days.

A part-time Nurse will be paid only for those days which are scheduled normal working days.

(b) In addition to the leave of absence granted under Article 5.01(a) (Leaves of Absence), a further two (2) days leave of absence will be granted immediately thereafter for the bereavement of a Nurse's spouse and/or child and those days which are normal working days will be paid at the Nurse's normal daily rate.

(c) In special circumstances the manager may grant up to two (2) days of paid bereavement leave in addition to those set out above, or apply up to two (2) paid bereavement leave days to persons other than those listed above. Those days may or may not be consecutive to the days provided for in Articles 15.01 (a) and (b) (Leaves of Absence).

### 15.02 Crown Witness/Jury Duty

(a) A Nurse who is subpoenaed as a crown witness shall be granted leave of absence with pay.



The Nurse shall be paid one (1) normal day's pay for the loss of each working day of such service, provided the Nurse deposits with the Regional Treasurer the amount of fees received exclusive of expenses for such service. The Nurse, on returning to work, shall present a certificate showing the period of such service and the amount of compensation received. Notwithstanding the foregoing, a Nurse shall receive one (1) normal day's pay for each day of service as a Court Witness in any matter arising out of his/her employment. When service as a witness is required, then the Nurse is automatically shifted to the day tour.

- (b) A Nurse who is required to serve as a juror shall be granted leave of absence therefore. The Nurse shall be paid one (1) normal day's pay for the loss of each working day of such service, provided the Nurse deposits with the Regional Treasurer the total fees exclusive of expenses received for jury service. The Nurse, on returning to work, shall present a certificate showing the period of such jury service and the amount of compensation received. When such service is required, then the Nurse is automatically shifted to day tour.

Part-time Nurses shall be paid the loss of each scheduled working day.

#### 15.03 Pregnancy and Parental Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The Nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The Nurse shall reconfirm his/her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Director of Nursing and Personal Care or designate or CQI and Risk Manager or designate at least four (4) weeks in advance. The Nurse shall be reinstated to his/her former position unless the position has been discontinued, in which case she/he shall be given a comparable job.
- (d) Nurses newly hired to replace Nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance arbitration. If retained by the Region in a permanent position, the Nurse shall be credited with seniority from date of hire subject to successfully completing his/her probationary period.

The Region will outline to Nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Region's Supplemental Unemployment Benefit (SUB) Plan, a Nurse who is on pregnancy leave, as provided under this Agreement, who is in receipt of Employment Insurance 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 Benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Region of the Nurse's Employment Insurance cheque stub as proof that she/he is in receipt of Employment Insurance pregnancy benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of twenty-six (26) 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 Nurse does not have any vested right except to receive payments for the covered unemployment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

15.04

- (a) A Nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act of Ontario*, except where amended in this provision.
- (b) Where a Nurse with at least thirteen (13) weeks of continuous service legally adopts a child, she/he shall be entitled to a leave of absence without pay, for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities. The Nurse shall advise the Region as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, to the Administrator or designate or CQI and Risk Manager or designate upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Nurse finds it impossible to request the leave of absence in writing, the request may be made verbally to the Administrator or designate or CQI and Risk Manager or designate and subsequently verified in writing.
- (c) Nurses newly hired to replace Nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance arbitration. If retained by the Region, in a permanent position, the Nurse shall be credited with seniority from date of hire subject to successfully completing his/her probationary period.

The Region will outline to Nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Region's Supplemental Unemployment Benefit (SUB) Plan, a Nurse who is on parental leave as provided under this Agreement who is in receipt of Employment Insurance adoption 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. The Region agrees to extend the top up period for parental leave to twenty-six (26) weeks and to maintain this at the current rate of seventy-five percent (75%).

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Region of the Nurse's Employment Insurance cheque stub as proof that she/he is in receipt of Employment Insurance benefits and shall continue while the Nurse is in receipt of such benefits for a maximum period of ten (10) 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 Nurse does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

#### 15.05 Education Leave

- (a) Nurses shall be allowed leave of absence with pay to attend professional meetings and workshops which are employment related and approved by the Region. Selection of Nurses to attend shall be made on an equitable basis.
- (b) Both the Region and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Region will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.
- (c) Nurses shall be granted leave of absence of up to one (1) year without pay or accumulation of seniority to attend university or other special courses for furthering nursing education. Seniority shall be retained and not accumulated during such leave.

15.06 Union Leave

- (a) Leave of absence without pay or loss of seniority will be granted to not more than two (2) Nurses at a time who have completed their probationary period to attend Association business, including conventions, seminars and Provincial Committee meetings. The maximum time off in any calendar year shall not exceed thirty (30) working days aggregate for all such Nurses. Requests for such leave of absence will be submitted in writing to the Administrator or designate or CQI and Risk Manager or designate two (2) weeks prior to the commencement of such leave and approval of such requests shall not be unreasonably withheld.
- (b) A Nurse, who is elected to the Board of Directors for the Ontario Nurses' Association other than to the Office of President, will be granted leave of absence without pay to a total of fifty (50) days annually. There shall be no loss of seniority or service for the purposes of salary advancement, vacation entitlement and any other purpose during such leave of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association's leave provided in 15:06(a) (Leaves of Absence) above.
- (c) A Nurse who is elected to the Office of the President of the Ontario Nurses' Association shall be granted upon request leave of absence without loss of seniority and benefits for up to two (2) years. During such leaves of absence, salary and benefits will be kept whole by the Region and the Association agrees to reimburse the Region for such salary and the Region's contributions to benefits. The Nurse agrees to notify the Region of his/her intention to return to work within four (4) weeks following termination of office.
- (d) The total days set out in (a) and (b) above shall be the aggregate total for both full-time and part-time.

15.07 Personal Leave

- (a) Written request for a personal leave of absence without pay will be considered on an individual basis by the Administrator or designate or CQI and Risk Manager or designate of the Home. Leave will be granted at the sole discretion of the Administrator or designate or CQI and Risk Manager or designate. A written reply to any request will be issued within fourteen (14) days of receipt, except in cases of emergency.
- (b) When a Nurse is granted a personal leave of absence in excess of three (3) days, she/he must first exhaust his/her vacation entitlement.

15.08 Professional Leave

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

15.09 ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence.

It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

**ARTICLE 16 – PAID HOLIDAYS**

16.01 A full-time Nurse who otherwise qualifies under Article 16.02 (Paid Holidays) hereunder shall receive twelve (12) paid holidays as set out below:

New Year's Day – January 1 <sup>st</sup>	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day – November 11 <sup>th</sup>
Victoria Day	Christmas Day – December 25 <sup>th</sup>
Canada Day – July 1 <sup>st</sup>	Boxing Day – December 26 <sup>th</sup>

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays. The designation of the additional holiday for an existing holiday shall not add to the present number of holidays.

(a) Part-time Nurses do not get twelve (12) paid holidays as listed, but rather receive the holiday pay included in their percentage (%) in lieu.

16.02 In order to qualify for pay for a holiday a Nurse shall complete his/her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Region or the Nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Region;
- (c) the Nurse's regular scheduled day off;
- (d) a paid leave of absence provided the Nurse is not otherwise compensated for the holiday.

16.03 Full-time Nurses

When any of the holidays listed in Clause 16.01 (Paid Holidays) occurs during a Nurse's vacation with pay period an extra day's vacation shall be added to the end of his/her vacation period or shall be scheduled at another mutually agreeable time.

16.04 Full-time Nurses

When any of the above holidays occurs on a Nurse's regular scheduled day off, a lieu holiday shall be allowed and shall be taken at a time agreeable to the Director of Nursing and Personal Care or designate or CQI and Risk Manager or designate and the Nurse.

16.05 Where a Nurse is required to work on any of the following holidays and subject to Article 19.11 (Hours of Work and Working Conditions), the Nurse shall be paid as follows:

- (a) paid at the rate of time and one half (1-1/2) his/her straight time hourly rate for all hours worked on the holiday and, in addition, she/he shall receive a lieu day off with pay at his/her straight time hourly rate times the number of hours in a normal daily tour as set out in Article 19 (Hours of Work and Working Conditions); or, at the option of the Nurse,
- (b) paid at the rate of two and one half times (2-1/2) his/her straight time hourly rate for all regular hours worked on the holiday.

In scheduling the lieu day off, it shall be scheduled at a mutually agreeable time within sixty (60) days after and thirty (30) days prior to the holiday.

16.06 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

16.07 Full-time Nurses

"Holiday pay" as referred to in this Article will be computed on the basis of the Nurse's regular straight time hourly rate of pay multiplied by the number of hours in the Nurse's normal daily tour as set out in Article 19.02 (Hours of Work and Working Conditions).

16.08 A regular part-time nurse who has made her/himself available will be offered to work on a paid holiday before the shift is offered to a casual nurse who has made her/himself available.

## **ARTICLE 17 – VACATIONS**

17.01 All Nurses shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Nurses who have completed less than one (1) year of full-time continuous service as of July 1st in the year shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- (b) Nurses who have completed one (1) or more years of full-time continuous service as of July 1st in the year shall be entitled to an annual vacation of three (3) weeks with three (3) weeks pay provided the Nurse works or receives paid leave for a total of at least eleven hundred (1100) hours in the vacation year.
- (c) Nurses who have completed three (3) or more years of full-time continuous service as of July 1st in the year shall be entitled to an annual vacation of four (4) weeks with four (4) weeks pay provided the Nurse works or receives paid leave for a total of at least eleven hundred (1100) hours in the vacation year.
- (d) Nurses who have completed fourteen (14) or more years of full-time continuous service as of July 1st in the year shall be entitled to an annual vacation of five (5) weeks with five (5) weeks pay provided the Nurse works or receives paid leave for a total of at least eleven hundred (1100) hours in the vacation year.
- (e) Nurses who have completed twenty-three (23) or more years of full-time continuous service as of July 1st in the year shall be entitled to an annual vacation of six (6) weeks with six (6) weeks pay provided the Nurse works or receives paid leave for a total of at least eleven hundred (1100) hours in the vacation year.
- (f) Nurses who have completed twenty-six (26) or more years of full-time continuous service as of July 1st in the year shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay provided the Nurse works or receives paid leave for a total of at least eleven hundred (1100) hours in the vacation year.
- (g) If the Nurse works or receives paid leave for less than eleven hundred (1100) hours in the vacation year, she/he will receive vacation pay based on a percentage of his/her gross salary for work performed on the following basis:
- |                            |   |      |
|----------------------------|---|------|
| three (3) week entitlement | - | 6%   |
| four (4) week entitlement  | - | 8%   |
| five (5) week entitlement  | - | 10%  |
| six (6) week entitlement   | - | 12%  |
| seven (7) week entitlement | - | 14 % |

- 17.02 Part-time Nurses and Casual Nurses shall be paid vacation pay on the following basis:
- (a) Nurses with less than forty-five hundred (4,500) hours worked = six percent (6%)
  - (b) Nurses with forty-five hundred (4,500) hours worked and more but less than twenty-two thousand five hundred (22,500) hours worked = eight percent (8%)
  - (c) Nurses with twenty-two thousand five hundred (22,500) hours worked and more but less than thirty-four thousand five hundred (34,500) hours worked = ten percent (10%)
  - (d) Nurses with thirty-four thousand five hundred (34,500) hours worked but less than forty-two thousand (42,000) hours worked = twelve percent (12%)
  - (e) Nurses with forty-two thousand (42,000) hours worked and more = fourteen percent (14%)
- 17.03 The vacation pay shall be calculated and added to each pay cheque of the Nurse.
- 17.04 A Nurse shall have time away from work each year representative of the percentage of vacation pay as follows:
- (a) those with six percent (6%) of earnings – three (3) weeks
  - (b) those with eight percent 8% of earnings – four (4) weeks
  - (c) those with ten percent (10%) of earnings – five (5) weeks
  - (d) those with twelve percent (12%) of earnings – six (6) weeks
  - (e) those with fourteen percent (14%) of earnings – seven (7) weeks
- 17.05 For the purposes of vacation entitlement, service of those Nurses whose status is changed from part-time to full-time, and vice versa, shall mean the combined service as a part-time and full-time Nurse of the Region and accumulated on a continuous basis. For the purpose of this Article, fifteen hundred (1,500) hours of part-time service shall equal one (1) year of full-time service.
- 17.06 The vacation year shall be from July 1st of one year to June 30th of the following year. A Nurse may carry forward from one year to the next one (1) week of vacation time.
- 17.07 Vacation time may be granted in advance of July 1st. If a Nurse terminates before completing the service required to earn the time so advanced, the appropriate deductions shall be made from his/her final pay cheque.



- 17.08 A Nurse who leaves the employ of the Region for any reason shall be entitled to receive any unpaid vacation pay which has accrued to his/her to the date of his/her separation, it being understood and agreed that the Nurse will provide at least two (2) weeks' notice of termination.
- 17.09 The Region will post a vacation planner in each Home by March 1st of each year and Nurses must indicate their vacation preference in writing by March 31st. Vacations will be granted on the basis of greatest seniority in each Division keeping in mind the needs of the service. Finalized vacation schedules will be posted by April 30th.
- 17.10 Any normal pay which falls due within a Nurse's vacation period shall, on his/her request, be paid to his/her prior to the commencement of his/her vacation.
- 17.11 Prior to leaving on vacation, Nurses shall be notified of the date and time on which to report for work following vacation.
- 17.12
- (a) Where a full-time Nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
  - (b) Where a full-time Nurse's vacation is interrupted due to serious illness requiring the Nurse to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
  - (c) The portion of the full-time Nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the Nurse's vacation credits.
- 17.13 A vacation request which has been submitted by the Nurse and then approved by the Region, may not be postponed by the Region without discussion between the Nurse and the Region. The final decision to postpone any scheduled vacations, rests with the Region. The Region shall endeavour to give as much notice as possible, of any postponement.

## **ARTICLE 18 – LEAVE FOR SICKNESS AND DISABILITY**

### 18.01 Full-time Nurses

By-law Number 68-74 amended shall apply to Nurses covered by this Agreement and such By-law is appended to and forms part of this Agreement.

### 18.02 Full-time Nurses

The region will provide a long term disability insurance plan commencing after twenty-six (26) weeks of disability and providing the payment of monthly benefits of sixty-six and two thirds (66 2/3) of the nurse's regular monthly salary. The plan will provide integration with other income including unemployment insurance benefits and a waiting period for new nurses in accordance with all other insurance plans.

## **ARTICLE 19 – HOURS OF WORK AND WORKING CONDITIONS**

- 19.01 The following provision designating regular hours on a daily tour and regular daily hours over the nursing schedule shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.
- 19.02 The normal hours of work for full-time Nurses shall be an average of thirty- seven and one half (37-1/2) hours per week, consisting of seven and one half (7-1/2) continuous hours per tour exclusive of an unpaid one half (1/2) hour meal period. It is understood that at the change of a tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, the entire period shall be considered overtime for the purposes of overtime payment.
- 19.03 A rest period of fifteen (15) minutes will be granted for each half tour, subject to the exigencies of resident care. Nurses will have the option, subject to the exigencies of resident care, of taking one (1) rest period of thirty (30) minutes per tour instead of fifteen (15) minutes per half (1/2) tour.
- 19.04 The regular daily tours of duty of a full-time Nurse shall average five (5) tours per week over the nursing schedule.
- 19.05 (a) When a full-time Nurse is required to work more than seven and one half (7-1/2) hours in any one (1) day or more than seventy-five (75) hours in a two (2) week period subject to Article 19.02 (Hours of Work and Working Conditions) above, a Nurse will be compensated for working such additional hours at the rate of time and one-half (1-1/2) of normal straight time pay.
- (b) When a part-time Nurse is required to work more than seven and one half (7 1/2) hours in any one day, such Nurse shall be paid for working those additional hours at the rate of time and one half his/her applicable hourly rate.

### Overtime or Pay In Lieu

With the agreement of the Region a full-time Nurse may have the option of electing payment as above or the time off equivalent at the applicable rate for approved overtime. Such approval shall not be unreasonably denied. This time off will be taken within sixty (60) days of the event at a mutually agreeable time.

- 19.06 A Nurse who reports for work as scheduled, unless otherwise notified by the Region, shall receive a minimum of four (4) hours pay at his/her regular straight time hourly rate.

- 19.07 Where a Nurse has completed his/her regularly scheduled tour and has left the Home and is recalled to work outside his/her regularly scheduled working hours, she/he shall receive time and one-half (1-1/2) his/her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours at time and one-half (1-1/2) his/her regular straight time hourly rate except to the extent that such four (4) hours overlaps and extends into his/her regularly scheduled tour. In such case, she/he will receive time and one-half (1-1/2) his/her regular straight time hourly rate for such hours worked up to the commencement of his/her regular tour. The overtime payment will not apply where the Nurse requests a shift change or a part-time Nurse agrees to accept an additional tour.
- 19.08 The standard day for all Nurses covered by this Agreement shall be defined as a twenty-four (24) hour period beginning at:  
 23:00 – 07:00 - Night Tour  
 07:00 – 15:00 - Day Tour  
 15:00 – 23:00 - Evening Tour
- 19.09 It shall be the responsibility of the Nurse to consult posted work schedules. The Region will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the Nurse. Where less than forty-eight (48) hours' notice is given personally to the Nurse, time and one-half (1-1/2) of the Nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of his/her new schedule.
- 19.10 Overtime compensation of double his/her straight time hourly rate shall be paid to a Nurse for all work performed in excess of seven and one-half (7-1/2) hours on any tour for which she/he receives time and one half (1-1/2) his/her regular straight time hourly rate.
- 19.11 When a Nurse is the only Nurse in the home, excluding management, the Nurse will receive pay at one and one-half (1 ½) times the Nurse's regular hourly rate of pay for each half hour meal period worked.
- 19.12 The following scheduling regulations shall apply:
- (a) Full-time Nurses  
 Time schedules shall be posted four (4) weeks in advance and shall cover a four (4) week period. The Region shall endeavour to accommodate requests by Nurses for changes in the posted time schedule once the schedule has been posted.
  - (b) The work week for full-time Nurses shall be from 11 p.m. Sunday to 11 p.m. the following Sunday.
  - (c) Two (2) consecutive days off will be scheduled during each work week, for a full-time Nurse however, schedules may provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off, provided four (4) days off are scheduled every two (2) work weeks. With the mutual consent of the Nurse and the home, split days may be scheduled off.

- (d) The Region shall endeavour to arrange shifts so that each full-time Nurse will have a weekend off every second week.
- (e) A full-time Nurse shall be scheduled to a period of not less than 16 (sixteen) hours off work between shifts.
- (f) These scheduling regulations may be waived between December 15th and January 15th so that all full-time Nurses will receive four (4) or more consecutive days off at Christmas or New Year's (the Region shall endeavour to allow five (5) days), unless the full-time Nurse requests otherwise. By October 1st of each calendar year, a full-time Nurse will request in writing his/her choice to work either Christmas or New Year's. The full-time Nurses who work the Saturday, Sunday of the holiday weekend will be scheduled to work on the holiday Monday or Friday unless requested by him or her. The full-time Nurse who is scheduled off on the Saturday, Sunday of the long weekend will also be scheduled off on the Monday or the Friday unless requested otherwise. The Home will endeavour to schedule a full-time Nurse to his/her choice. Where this is a conflict of choice, no full-time Nurse shall be required to work two (2) consecutive Christmas' or New Years.

(g) Part-time Nurses

A part-time Nurse shall be scheduled to a period of not less than sixteen (16) hours off work between shifts. If the home fails to schedule a Nurse to this sixteen (16) hour period of time, the Nurse shall be paid premium payment in accordance with Article 19.05 (Hours of Work and Working Conditions), for all hours worked on that shift. This overtime payment will not apply where the Nurse requests a shift change.

19.13 A Nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour.

19.14 Individual Special Circumstance Arrangements

Notwithstanding Article 1.10, the Region and the Union may agree in certain circumstances, to adjust the schedule of an individual full-time Nurse who normally works seventy-five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) to seventy-five (75) hours.

- (a) Such an arrangement shall be established by mutual agreement of the Region and the Union and the Nurse affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Region and the Union. The Nurse will retain full-time status, including but not limited to seniority and service.
- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the Nurse

affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

## **ARTICLE 20 – BENEFITS**

20.01 Upon completion of six month's continuous service, a regular full-time nurse shall be entitled to the following benefits. The detailed terms and conditions of the benefits plans described below are set out in the contract held by the Region with the Insurance Carrier. In the event of an inconsistency between the terms of this Collective Agreement and the underlying contracts, policies, rules and regulations governing such plans, the contracts, policies, rules and regulations shall govern. Benefit coverage outlined in article 20 will not be decreased during the term of the agreement. The Region shall pay the full cost of the premiums, except where otherwise noted.

- (a) Life insurance coverage of two (2) times the full-time nurse's annual base wages to a maximum of \$200,000. Additional optional life insurance may be purchased with 100% of the applicable premiums paid by the full-time nurse
- (b) Accidental death and dismemberment insurance of two (2) times the full-time nurse's annual base wages to a maximum of \$200,000
- (c) Extended health benefits plan as generally described below with single or family coverage. The annual employee deductible for the extended health benefits plan is \$10.00 for single coverage or \$10.00 for family coverage. The Region shall pay 90% of the premium costs and the full-time nurse shall pay the remaining 10% of the premium costs.
- (i) Semi-private hospital accommodation;
- (ii) Prescription Drug benefit with 100% reimbursement of costs with a prescription dispensing fee cap of \$8.00;
- (iii) Vision Care coverage which includes laser eye surgery per individual and family member per year up to \$300 every 24 months;
- (iv) Private Duty Nursing to a maximum of \$25,000 per 3 calendar years;
- (v) Deluxe Travel plan - 100% Region paid plan to age 65 and on and after the full-time nurse's 65<sup>th</sup> birthday, deluxe travel plan is an optional 100% employee paid plan;
- (vi) Hearing Aids coverage to a maximum of \$300 per person, every 36 months

- (vii) Paramedical Services – Services of the following licensed, certified or registered practitioners are covered to a combined maximum of \$550 per individual and family member per year. Effective January 1, 2018, increase to a combined maximum of \$600 per individual and family member per year.
- Physiotherapist
  - Clinical Psychologist
  - Massage Therapist
  - Speech Therapist (Authorization by a physician or dentist.)
  - Chiropractor
  - Acupuncturist
  - Naturopath
  - Ophthalmologist/Optomtrist (eye exams)

Services listed under Physiotherapist and Clinical Psychologist do not require the prior authorization of a physician.

- (d) Dental plan as generally described below with single or family coverage. The Region shall pay 90% of the premium costs for dental plan coverage and the full-time nurse shall pay the remaining 10% of the premium costs. The dental plan is administered in accordance with the Ontario Dental Association fee schedule for the year preceding the current year:
- (i) Basic Services and Supplementary Basic Services with nine month recall oral examinations for adults and six month recall for children, on a 100% reimbursement basis;
  - (ii) Major Restorative Services on a 50% reimbursement basis;
  - (iii) Denture benefit, complete or partial dentures, with a 50% co-payment to a maximum of \$500 per person, per calendar year.
  - (iv) Effective January 1, 2017, orthodontic benefit on a 50% reimbursement basis to a lifetime maximum of \$2000.

The maximum combined benefit available under components (i) and (ii) above of the dental benefit is \$1,000 per individual or eligible family member per calendar year.

- (e) A long-term disability plan providing a benefit of 66-2/3% of the full-time nurse's regularly monthly wages to a maximum monthly benefit of \$3000. Effective January 1, 2017, a long-term disability plan providing a benefit of 66-2/3% of the full-time nurse's regular monthly wages to a maximum benefit of \$5000. Effective January 1, 2017, the Region shall pay 80% of the premium costs and the nurse shall pay the remaining 20% of the premium costs.

In consideration of the Region's contribution to the benefit plans described in article 20.01 above, the Region shall retain the full-time nurse's share of any reduced employment insurance premium for which the Region qualifies in the integration of wage loss replacement plans.

- 20.02 For the purpose of article 20.01, continuous service is deemed to include continuous service with the Region.
- 20.03 A full-time nurse will be given access to short-term disability benefits as detailed in the attached plan By-Law No. 68-74 referred to in article 18 (Leave for Sickness and Disability) after completion of three months' continuous service as a regular full-time nurse.
- 20.04 The Region shall contribute to the Ontario Municipal Employees Retirement System (OMERS) in accordance with the legislation governing this plan for eligible nurses.
- 20.05 The Region shall continue to pay its portion of premiums for the benefits provided in Article 20:01 (Benefits) for a maximum of twenty-four (24) months from the date a full-time nurse commences receiving long-term disability benefits. After that time, the Region will continue to pay the premiums for single extended health plan coverage only for a full-time nurse in receipt of long-term disability benefits.
- 20.06 Early Retiree Benefits  
An eligible full-time nurse will be entitled to early retiree benefits as outlined in Appendix C.
- 20.07 With respect to the benefit waiting period for transfers from part-time to full-time status. A part-time Nurse who transfers to full-time status shall have immediate benefit coverage, provided that they have nine hundred and ten (910) hours worked prior to the transfer. This will be prorated. Should the part-time Nurse have worked less than nine hundred and ten (910) hours at the time of transfer, their hours will continue to accumulate to nine hundred and ten (910) hours at which time they will have benefit coverage.
- 20.08 The following provisions regarding benefits will apply to a full-time Nurse who works on and after the nurse's 65<sup>th</sup> birthday:
- (a) A full-time Nurse who would otherwise qualify for full benefits will, in accordance with the terms of the applicable plans, continue to be eligible for:

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

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

## **ARTICLE 21 – MISCELLANEOUS**

- 21.01 The Region shall provide one (1) bulletin board for the sole use of the Association in each facility.
- 21.02 A copy of this Collective Agreement in mutually agreed form will be printed by the Region at its expense and will be issued to each Nurse within one (1) month of the signing of this Collective Agreement. Each Nurse shall receive a copy of the Collective Agreement upon hiring.
- 21.03 Prior to affecting any change in the rules and regulations as provided in 4.01(c), the Region shall first discuss such proposed changes with the Association-Management Committee.



- 21.04 (a) In the event that it is deemed necessary for the Region to file a report of censure regarding an infraction of rules or nursing practice by a Nurse, the Region shall, within five (5) days thereafter, given written particulars of such censure to the Nurse involved with a copy to the Association. Upon request, a Nurse may view his/her personnel files at a mutually convenient time.
- (b) Any letter of reprimand, suspension or other sanction will be removed from the record of a Nurse eighteen (18) months following receipt of such letter, suspension or other sanction, provided that the Nurse's record has been discipline free for such eighteen (18) month period and a request in writing to remove such letter or letters, suspensions or other sanctions is received by the Region.
- 21.05 When a new classification in the bargaining unit is established by the Region or the Region makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Region shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Region agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meetings shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Region and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step Two of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 12 (Arbitration), it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within Allendale/Post Inn Village/Creek Way Village and duties and responsibilities involved. Any change in rate established by the Region either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

## **ARTICLE 22 – SALARY SCHEDULE**

- 22.01 Attached hereto and forming part of this Agreement is Appendix "A" - Rates of Pay

## **ARTICLE 23 – APPLICATION OF BENEFITS AND AGREEMENT**

### 23.01 Full-time Nurses

Any benefit contained in the Agreement including pay for time not worked is contingent upon a Nurse being in actual receipt of salary from the Region and therefore shall be pro-rated where necessary to reflect that, to the period of time actually worked (to the nearest full pay period for which the Nurse is actually in receipt of wage from the Region). When a Nurse requests, the benefits under Article 20 (Nurse Benefit Plans) and LTD under Article 18 (Leave for Sickness and Disability) will be continued during the time she/he is not in receipt of wages for up to two (2) years provided she/he pays the full premium costs therefore. Benefits for a Nurse off on WSIB will be continued for a minimum of one (1) year and thereafter as adjudicated by the WSIB.

## **ARTICLE 24 – PROFESSIONAL RESPONSIBILITY**

24.01 In the event that the Region assigns a number of residents or a work load to an individual Nurse or a group of Nurses such that she/he or they have cause to believe she/he or they are being asked to perform more work than is consistent with proper resident care, she/he or they shall:

- (a) (i) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.
- (ii) Failing resolution of the workload issue, complain in writing to the Association-Management Committee within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Association-Management Committee shall convene a meeting of the Association-Management Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the issue to the satisfaction of both parties.
- (iii) Failing resolution of the issue within fifteen (15) calendar days of the meeting of the Association-Management Committee, the issue shall be forwarded to an Independent Assessment Committee composed of three (3) Registered Nurses, one (1) chosen by the Association, one (1) chosen by the Region, and one (1) chosen by the other two (2) from a panel of independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent nurses shall act as chairperson.
- (iv) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to properly assess the merits of the issue. The Independent Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of the hearing.

- (b) (i) The list of Independent Assessment Committee Chairpersons is attached to and forms part of this Agreement.
- (i) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Independent Assessment Committee in the performance of its responsibility as set out herein.
- (c) (i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.

#### 24.02 Influenza Vaccination

As a condition of employment, each year by October 31st each Nurse covered by this Collective Agreement shall be required to receive an influenza vaccination or provide a completed Certificate of Contraindication to Influenza Immunization as per applicable Regional Policy.

In the event there are reasonable indications of an outbreak, any Nurse working at more than one health care facility will, upon the request of the Region, provide information of such employment to the Region.

#### 24.03 Emergencies

In the event of a "Declared Emergency" Nurses will be requested to work according to operational needs. Exemptions may be considered in extenuating circumstances.

### **ARTICLE 25 – ORIENTATION**

- 25.01 (a) A newly employed Nurse shall not be placed in charge in any area until she/he has been fully oriented to the location and the unit where she/he will work.
- (b) A Nurse who is transferred to another area shall be provided with any orientation as determined necessary by the Director of Nursing and Personal Care or designate or CQI and Risk Manager or designate. A request by such Nurse for orientation shall not be unreasonably withheld.
- 25.02 It is agreed that the orientation and in-service program will be subject for consideration of the Association-Management Committee.

### **ARTICLE 26 – DURATION OF AGREEMENT**

- 26.01 This Agreement shall remain in full force from the 1st day of April, 2016 to the 31st day of March, 2018, and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of proposed revision, addition or deletion to the Agreement or any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any

year thereafter.

26.02 This Agreement constitutes the entire agreement between the Region and the Association and the obligations undertaken and rights conferred herein are limited to the duration of this Agreement. No amendment, change or alteration to this Agreement shall be effective unless and until made in writing and signed by the authorized representative of the parties to this Agreement.

26.03 Retroactivity

All changes other than hourly wage rates are effective the date of full ratification unless otherwise expressly provided. Retroactivity will be paid within sixty (60) working days following full ratification or award on the basis of hours paid. Retroactive pay will be paid on a separate deposit.

The Region will contact former employees who have voluntarily left the Region since April 1, 2016, at their last known address on record with the Region with a copy to the union within forty-five (45) days of the date of full ratification or award to advise them of their entitlement to retroactivity.

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

DATED AT Oakville Ontario, this 3rd day of August, 2017

FOR THE EMPLOYER

FOR THE UNION

Jeff Ingram  
\_\_\_\_\_

Barbara Worthington  
Labour Relations Officer

Rose Trenholm  
\_\_\_\_\_

Betty Jean Hendricken  
\_\_\_\_\_

Ritchie Tanyag  
\_\_\_\_\_

Hala Younes  
\_\_\_\_\_

Natalia Sirghi  
\_\_\_\_\_

June Jardine  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

### WAGES

Hourly wage rates for Registered Nurse, Infection Prevention and Control Specialist and Clinical Nurse Specialist shall be as follows:

Step	April 1, 2016	April 1, 2017
Start	\$31.45	\$32.21
1 Year	\$31.91	\$32.36
2 Years	\$32.45	\$32.90
3 Years	\$34.04	\$34.52
4 Years	\$35.65	\$36.15
5 Years	\$37.66	\$38.19
6 Years	\$39.68	\$40.24
7 Years	\$41.72	\$42.30
8 Years	\$44.68	\$45.31
25 Years	\$45.47	\$46.11

\*Note: The Director of Nursing and Personal Care or designate or CQI and Risk Manager or designate shall determine eligibility for this rate based on the Nurse providing validated proof of pertinent experience. This rate is to be effective upon submission of validated proof of experience to the Region

- A.02 All changes in salary whether the result of promotion, demotion, filing with the Region proof of registration, or attainment of service anniversary shall be effective on the date of such occurrence.
- A.03 Evening shift premium increased to \$2.15 per hour effective April 1, 2016 and \$2.25 effective April 1, 2017.
- Night shift premium increased to \$2.55 per hour effective April 1, 2016 and \$2.65 effective April 1, 2017.
- A.04 Weekend shift premium increased to \$2.70 per hour effective April 1, 2016 and \$2.80 effective April 1, 2017.
- A.05 When a Nurse is assigned the responsibility of being Nurse-in-charge of the Home on any shift, she/he shall be paid a responsibility allowance of fourteen dollars (\$14.00) per tour in addition to his/her regular salary.
- A.06 (a) For newly hired Nurses, previous pertinent experience acceptable to the Director of Nursing and Personal Care or designate or CQI and Risk Manager or designate shall be recognized to the degree of one (1) increment for each year of previous experience to the maximum. Any existing incumbent with equal or greater experience than the new hire and

who is below the level of the new hire shall be moved to the level of the new hire.

- (b) Nurses who change their status from part-time to full-time and vice versa will maintain their same level on the salary grid. In addition, a Nurse who is so transferred will be given full credit for service accumulated since the date of his/her last advancement.

#### A.07

##### Part-time and Casual

Each part-time Nurse shall be advanced to the next level set out in the salary schedule upon completion of two hundred (200) paid tours.

- (a) For those Nurses who do not participate in OMERS:  
(applicable straight time hourly rate) plus thirteen percent (13%);
- (b) For those Nurses who participate in OMERS:  
(applicable straight time hourly rate) plus thirteen percent (13%) minus pension contribution.

The hourly wage rates payable to a part-time and casual Nurse include compensation in lieu of all fringe benefits which are paid to full-time Nurses except those specifically provided to part-time and casual Nurses in this Agreement. It is understood and agreed that holiday pay is included with the percentage in lieu of fringe benefits.

## THE REGIONAL MUNICIPALITY OF HALTON

## BY-LAW NO. 68-74

## A BY-LAW TO PROVIDE SICK LEAVE CREDIT PLAN

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HALTON HEREBY ENACTS AS FOLLOWS:

1. A sick leave plan is established for all persons who are employed, on a full-time basis, by the Regional Municipality of Halton. Nurses who:
  - (a) Are employed on a fixed term contract for a period of less than one year are not eligible to participate in this Plan.
  - (b) Are required to work regularly for not more than thirty (30) hours per week regardless of the contract term, are not eligible to participate in this Plan, or
  - (c) Are part of a bargaining unit certified by the Labour Relations Board under the *Labour Relations Act*, R.S.O. 1980, Chapter 228, as amended are not eligible to participate in this Plan unless the Collective Agreement governing said Nurses both provides otherwise and is in full force and effect.
2. The Plan shall be deemed to have been established on January 1, 1974 and any benefits heretofore received in 1974 by a Nurse of the Region shall be deemed to have been benefits derived from this Plan.
  - (a) A Nurse may claim the benefits of this Plan when absent from his place of employment because of illness.
  - (b) The benefits are set forth in Appendix B hereto.
  - (c) When benefits are exhausted by a nurse who claims paid leave for disability under this Plan, the Nurse's total weeks of benefit shall be reinstated only after she/he returns to work and has completed 150 hours worked.
3. In this By-law, illness means:
  - (a) A physical or mental disability which in the discretion of the Nurse or Region renders the Nurse unable to fulfill, reasonably or capably, the requirements of his job for a period of more than three hours in a working day and not more than two working days: herein call a Class I illness).
  - (b) A Physical or mental disability the result of which is such that the Nurse is incapable of returning to work after an absence there from for more than two consecutive working days (whether or not one or both are holidays are recognized by the Region) herein called a Class II illness.
4. (a) The benefits of this Plan are available to eligible Nurses and are based on the length of service of the Nurse in the employment of the Region, which time period

shall be known as "credited service".

- (b) Notwithstanding Paragraph 4 (a) hereof persons employed prior to January 1, 1974 by local municipalities or local boards but not including Police Commissions, as defined in *The Region of Halton Act, 1973*, or by the County of Halton or any of its boards or Committees, shall be deemed to have "credited service", equivalent to the length of service as Nurses of the aforementioned bodies.

Provided however, A) that as Nurses of the said bodies, they would have been "eligible" as defined in Paragraph (a) hereof and, B) that the length of time of employment at no time was interrupted by voluntary termination of employment in excess of three months. If either of the foregoing provisions is applicable, then in the case of A), the length of service shall not include the time period when the Nurse was not "eligible" and, in the case of B) the length of service calculation is to commence at the most recent time of return to employment.

This paragraph is applicable only during the year 1974 and not to any person who commence employment thereafter.

5. If a Nurse claims entitlement to the benefits of the Sick Leave Plan by virtue of a Class II illness, then the following conditions must be fulfilled by the Nurse:
- (a) Evidence of disability shall, (unless the need for it is waived by the Head of the Department to which the Nurse is responsible) be in writing and signed by a medical physician who has examined the Nurse during this period of disability and attests to the disability in his opinion.
  - (b) Evidence must be provided every subsequent twenty (20) days of continuous absence, in a form similar to that required by Paragraph 5 (a) and, in addition, it shall include a statement as to when in the physician's opinion, the Nurse is able to return to work.
  - (c) If required by the Director of Human Resource Services, a release and direction to allow the Nurse's medical records to be delivered to a physician of the Region's choice for an independent opinion will be provided.
  - (d) Notwithstanding any other provisions of this By-law before any person is eligible to receive any benefits in this Plan, he shall have an examination by a qualified medical practitioner approved by the Director of Human Resource Services and the medical report shall confirm that the person is free from any ailment or disease which might cause absence from work and that the Nurse is capable of the work to be performed. The Director of Human Resource Services may allow a person to commence employment, conditional upon a satisfactory report being submitted as required herein, within two weeks, but in no case shall the person be paid until the report is received.
6. A Nurse who is unable to report to work because of illness shall notify his immediate superior or Department Head, at the commencement of his normal workday.
7. A Nurse who has been absent for illness on four occasions in the calendar year, shall be paid as provided herein, commencing on the third working day of the absence for all subsequent occasion of absence in the calendar year, except if confined to hospital, when



pay shall commence on the first working day of each absence.

8. A Nurse persistently claiming leave for illness shall be subject to investigation by a Board of Review, consisting of the Medical Officer of Health, the Director of Human Resource Services, and the Head of the Department concerned. The Board of Review shall consider all relevant matters pertaining to the Nurse's leave for illness and shall take such action as may be necessary in regard to the Nurse's continued employment.
9. A Nurse shall not be paid for any time when absent from work resulting from an illness or injury, for which the Nurse is entitled to Workplace Safety and Insurance benefits arising out of the performance of work for gain for an employer or person, other than the Region and the provisions of the By-law, shall not apply thereto.
10. When a Nurse is absent from work because of illness and exhausts the benefits of the provisions of this By-law the continuance of his employment shall be subject to review by the Region. When the Nurse returns to work he shall submit a statement from his personal physician confirming that he is capable of performing his duties, and if deemed necessary, the Director of Human Resource Services may require the Nurse to be examined by any other qualified medical practitioner.
11. (a) Subject to Paragraph 12 of By-law 68-74, a Nurse who, prior to becoming an eligible Nurse of the Region, participated in a sick leave benefit plan that provided for accumulation of sick leave credits, which were eligible under that plan to be convertible into a cash equivalent on termination of employment shall, on termination of employment with the Region, be paid the cash equivalent available to him as of December 31, 1973.

Unless waiver as provided under Section 12 (b) is exercised by the Nurse, interest shall be paid annually commencing December 31, 1974, on the cash equivalent based on the rate paid by the Region on July 1, preceding the payment due.

- (b) When an eligible Nurse has credited service, as defined herein in paragraph 4 (b), in excess of one calendar year, and, when such credited service was accumulated under the Sick Leave Credit Plan with the Region described in paragraph 4 (b) hereof, which provided for vesting of Sick Leave Credits, and, when not less than sixty percent (60%) of the total number of days to which he would have been entitled under the previous plan, still remained to the credit of the respective Nurse as of December 31, 1973, then, notwithstanding any other Clause herein contained, if the Nurse would have been entitled to the vesting of these accumulated credits had he continued in the service of his former employer, he shall be entitled to the cash equivalent of these credits accumulated as a full-time Nurse of the Regional Municipality of Halton and completes the balance of service time required under the former plan for the non-vesting credits to "vest" and provided he was a Nurse of the Region as of January 1, 1975.
12. (a) When a Nurse who has credited service, (exclusive of Subsection 4(b), in excess of ten (10) years, retires from his/her employment with the Region and she/he elects to claim his/her pensionable benefits under the Region's pension plan, she/he is, in addition to any other benefits, entitled to the following:

## CREDITED SERVICE BENEFITS

10 years	four (4) weeks' pay, plus a fully paid life insurance policy of two thousand dollars (\$2,000) payable at death
15 years	six (6) weeks' pay, plus a fully paid life insurance policy of two thousand dollars (\$2,000) payable at death.
20 years and over	eight (8) weeks' pay, over plus a fully paid life insurance policy of two thousand dollars (\$2,000) payable at death.

- (b) Provided that if a Nurse otherwise eligible for benefits under Section 12 hereof elects in writing on or before September 1, 1974, to waive the accumulation of convertible benefits she/he would be entitled to, she/he shall be entitled to include the provisions of Subsection 4 (b) when calculating credited service for Subsection 12 (a).
- (c) Notwithstanding any other provisions of this By-law, the benefits provided for in Subsections 12 (a) and 12 (b) are available only to Nurses eligible for the benefits of this Plan after September 1, 1974.
13. Where a Nurse is entitled to benefits under this Plan for an absence which falls on a holiday recognized by the Region, she/he shall not be entitled to, nor be paid for, both sick leave benefits and the designated holiday, on the day in question. But this paragraph shall not be construed as to affect the provisions and requirements of Section 5.
14. (a) If the Region is deprived of the services of a Nurse by reason of illness, accident, or injury which is compensable pursuant to the *Workplace Safety and Insurance Act of Ontario*, as amended, and which occurred during the course of his/her employment with the Region, then the Nurse is not entitled to any benefits of this Plan unless she/he elects and agrees to take the compensation provided by the Act.
- (b) (i) Nurses who have illnesses, accidents or injuries which are compensable pursuant to the *Workplace Safety and Insurance Act* and who have elected to take the compensation provided by the Act are entitled to the benefits of this Plan in so far as same are applicable except that in no event shall full pay benefits be paid after the expiry of one year from the compensable illness, accident, or injury.
- (ii) For the purposes of this section, the words "full pay" mean the wages to which a Nurse would have been entitled after all normal deductions have been made inclusive of income tax.
15. Notwithstanding any other terms herein contained where a Nurse is pregnant,
- (a) she/he is entitled to all the benefits contained in this By-law provided that such credits are claimed before the end of the first twenty-eight (28) weeks of the Nurse's pregnancy (which shall be determined by the Nurse's physician) and provided pregnancy leave of absence has not commenced as provided in Paragraph 2 (b) below and

- (b) she/he is further entitled to a leave of absence without pay in accordance with applicable Provincial legislation provided that the Nurse applies in writing at least fifteen (15) weeks prior stating his/her request for a leave of absence and giving his/her undertaking to return to work, with statutory limits, after deliver, and
- (c) she/he is further entitled, in the event of a granting of leave of absence without pay to a continuation of all group benefits without probation of diminution but at his/her sole expense.

READ a FIRST, SECOND, and THIRD time and PASSED this 17 day of July, 1974.

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Regional Chairman

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Regional Clerk

N.B. This document is an office consolidation of By-law No. 68-74 as amended by By-laws No. 137-74, 44-75, 63-75, 24-82

## APPENDIX B

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

## APPENDIX C

Re: Early Retiree Benefits

### WHO IS ELIGIBLE?

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

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

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

### WHAT ARE THE BENEFITS?

#### Extended Health Care

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

#### Dental

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

Dental Benefits include:

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

## Fillings

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

## Anaesthesia

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

Deluxe Travel (Out of Country Medical)

This benefit is available optionally at the Nurse's expense. The premiums are subject to change in accordance with the Plan's review period and will be paid in advance for six month (6) periods. This benefit is only available to Nurses who have extended health care benefits prior to retirement. If not elected at retirement, this benefit cannot be elected or re-elected at a later date.

**APPENDIX D**

## LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE CHAIRPERSONS

Ms. Carol Anderson  
16151 Old Simcoe Road  
Port Perry ON L9L 1P2  
Telephone: 905-982-1366  
e-mail: [carola@bell.net](mailto:carola@bell.net)

Ms. Judy Petersen  
5 Pod's Lane  
Oro-Medonte ON L0L 2L0  
Telephone: 705-835-6569

## LETTER OF UNDERSTANDING #1

Between:

THE REGIONAL MUNICIPALITY OF HALTON  
ALLENDALE, CREEK WAY VILLAGE, POST INN VILLAGE  
(hereinafter referred to as "the Region" of the first part)

And:

ONTARIO NURSES' ASSOCIATION  
(hereinafter called "the Association" of the second part)

Re: Job Sharing

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

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



8. Either party may discontinue the job sharing arrangement with sixty (60) days notice. Upon receipt of such notice a meeting shall be held between parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
9. Nurses sharing a job shall be subject to all the terms and conditions of this Collective Agreement between the Region and the Association as provided for regular full-time Nurses except as follows:
  - (a) Each Nurse shall pay regular monthly Association dues;
  - (b) Each job sharer shall accumulate a pro-rated amount of seniority normally accumulated by a regular full-time Nurse;
  - (c) The division of hours of work of the full-time position between the two (2) Job Sharers shall be determined by mutual agreement between the two (2) Job Sharers and their Manager. The ultimate schedules shall be subject to the approval of the Nurses' supervisors;
  - (d) Vacation pay shall be pro-rated as per regular part-time Nurses;
  - (e) Each job sharer shall be paid a percentage in lieu of benefits as per a regular part-time Nurse, as per the Collective Agreement;
  - (f) It will be the responsibility of the job sharers to keep abreast of necessary workplace communications and activities;
  - (g) Job sharers will be paid for all hours worked, at the rate of pay that reflects their classification and level, in the salary schedule of the Collective Agreement;
  - (h) Job sharers shall be place on the part-time seniority list;
  - (i) Where required, both job sharers will cover each other's vacations, and short term illnesses not exceeding two (2) days. Job sharers will not be required to cover for their partner in cases of absence exceeding thirty (30) days. If the partner is unable to cover the absence, the Manager must be notified to arrange coverage.

#### Evaluation of Job Sharing Program

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

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

1. Delivery of services to clients and the community.
2. The Region's and Nurse's satisfaction.
3. Opportunity to attend professional courses offered in the community.

4. Sick time and absenteeism.
5. Shared attendance at team meetings by each participant.
6. Shared attendance at in-services for professional development.
7. Shared participation of committees and/or special assignments.
8. Communication between job sharers, supervisors and other department staff members.
9. Opting in and opting out by members of the Job Sharing Program.

DATED AT  Oakville  Ontario, this  3rd  day of  August , 2017

FOR THE EMPLOYER

Jeff Ingram

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Rose Trenholm

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Ritchie Tanyag

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Natalia Sirghi

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FOR THE UNION

Barbara Worthington

Labour Relations Officer

Betty Jean Hendricken

Hala Younes

June Jardine

LETTER OF UNDERSTANDING #2

Between:

THE REGIONAL MUNICIPALITY OF HALTON  
ALLENDALE, CREEK WAY VILLAGE, POST INN VILLAGE  
(hereinafter referred to as "the Region" of the first part)

And:

ONTARIO NURSES' ASSOCIATION  
(hereinafter called "the Association" of the second part)

Re: Job Posting

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The parties agree that for the duration of the current collective agreement, on a trial basis, permanent full-time and permanent part-time vacancies will be open to all nurses at all three homes.

For clarity, this arrangement will supersede 14.01 (a) and (b). Consideration will be given to the application of full-time and part-time nurses at all three homes, regardless of where the vacant position exists.

The parties agree this arrangement does not constitute a violation of the collective agreement.

The Association and the Region will assess whether or not to continue with this arrangement at the end of the term of this agreement. In the interim, the parties agree to discuss any issues of concerns with the trial at ONA/Management meeting.

Either party may discontinue the trial by providing four (4) weeks' notice. Upon receipt of such notice, the parties will meet within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation will not be unreasonable.

DATED AT Oakville Ontario, this 3rd day of August, 2017

FOR THE EMPLOYER

FOR THE UNION

Jeff Ingram

Barbara Worthington  
Labour Relations Officer

Rose Trenholm

Betty Jean Hendricken

Ritchie Tanyag

Hala Younes

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June Jardine