

INDEX

ARTICLE 1 - PURPOSE AND RECOGNITION.....	1
ARTICLE 2 - REPRESENTATION AND ASSOCIATION SECURITY.....	1
Professional Committee.....	1
Negotiating Committee.....	2
ARTICLE 3 - MANAGEMENT RIGHTS.....	3
ARTICLE 4 - DEFINITIONS AND HOURS OF WORK.....	4
Full-time nurse.....	4
Regular part-time nurse.....	4
Casual part-time nurse.....	4
Full-time temporary nurse.....	4
Overtime.....	4
ARTICLE 5 - TRANSFER, PROMOTION, LAYOFF AND RECALL.....	5
ARTICLE 6 - SENIORITY.....	6
Seniority/Service.....	6
Service/Seniority.....	7
Casuals and Temporaries.....	7
ARTICLE 7 - SALARIES AND PROFESSIONAL CLASSIFICATIONS.....	9
ARTICLE 8 - PAID HOLIDAYS.....	9
ARTICLE 9 - VACATIONS.....	10
ARTICLE 10 - SICK LEAVE PLAN.....	12
ARTICLE 11 - CAR ALLOWANCE.....	13
ARTICLE 12 - GRIEVANCE PROCEDURE.....	13
ARTICLE 13 - DISCHARGE AND SUSPENSION CASES.....	15
ARTICLE 14 - ARBITRATION.....	15
ARTICLE 15 - MANAGEMENT AND ASSOCIATION GRIEVANCES.....	16
Group Grievance.....	17
ARTICLE 16 - NO STRIKES - NO LOCKOUTS.....	17

ARTICLE 17 - LEAVE OF ABSENCE	17
Leave to Attend a Funeral.....	18
Educational Leave.....	18
Personal Reasons.....	18
Professional Leaves.....	18
ONA Provincial Committee.....	18
Parenting Leave.....	19
Reinstatement.....	21
Jury Duty and Court Attendance.....	21
ARTICLE 18 - BENEFIT PLANS	22
Payment of Benefits for Early Retirees.....	23
Classification of Nurses.....	23
ARTICLE 19 - MISCELLANEOUS	25
Parking.....	26
ARTICLE 20 - PERFORMANCE, REVIEW AND FILES	27
ARTICLE 21 - ORIENTATION, PROFESSIONAL DEVELOPMENT AND PROFESSIONAL RESPONSIBILITY	27
ARTICLE 22 - EARLY DISCHARGE POST PARTUM PROGRAM	28
ARTICLE 23 - JOB SHARING	29
Representation and Association Security.....	30
Definition and Hours of Work.....	30
Transfer, Promotion, Layoff and Recall.....	30
Seniority.....	30
Salaries and Professional Classifications.....	30
Paid Holidays.....	30
Vacation.....	31
Car Allowance.....	31
Discharge and Suspension Grievances.....	31
Leave of Absence.....	31
Benefits.....	31
Orientation and Professional Development.....	31
Sick Leave Plan.....	32
ARTICLE 24 - DURATION OF AGREEMENT	32
APPENDIX A	
Effective January 1, 1998.....	33
Effective January 1, 1999.....	34
Effective January 1, 2000.....	35
Retroactivity.....	36

APPENDIX "B"	37
LETTER OF UNDERSTANDING BENEFIT CONTINUATION	40

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established under this Agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.02 The Employer recognizes the Association as exclusive bargaining agent for all registered nurses, and graduate nurses employed by the Employer in its Health Services Department, Public Health Divisions, except nurses holding the position of Manager in the Health Services Department and nurses holding any position above this position.
- 1.03 All references to officers, representatives and Committee members of the Association, in this Agreement shall be deemed to mean officers, representatives and Committee members of the Association's duly chartered local, namely, Local 16 - Ontario Nurses' Association. All correspondence sent by the Employer to the Association should be sent to such chartered local.

ARTICLE 2 - REPRESENTATION AND ASSOCIATION SECURITY

- 2.01 a) **The** Employer recognizes a Grievance Committee hereinafter referred **to**, consisting of three (3) Association representatives and a representative of the Ontario Nurses' Association.
- i) Union agrees to conduct any union business at the Employer's premises in a reasonable manner.
 - ii) The time shall be devoted to the prompt handling of the business.
 - iii) The member concerned shall obtain the permission of his/her immediate manager before leaving her work, such permission shall not be unreasonably withheld.
 - iv) The Employer reserves the right to limit such time if the time taken is unreasonable.
- b) Professional Committee
- i) A Professional Committee consisting of three (3) representatives from the Association and three (3) representatives from Management shall be instituted to discuss matters of mutual concern related to public health nursing.

- ii) This Committee should meet at mutually satisfactory times. In the event that the parties cannot agree on a time when the Professional Committee shall meet, either party shall have the right to give to the other party fifteen (15) days' notice (calendar days) of such meeting. Notice to the Employer shall be given to its Department Head, or designate or her designate. Notice to the Association shall be given to the Resident of the Association. Notice of such meeting shall be given by pre-paid registered mail and shall be deemed to have been given on the date on which the said notice is mailed. The Chairmanship of such meetings will be rotated, and a written record will be maintained of matters discussed by this Committee and the disposition as to these items.
- iii) A representative of the Ontario Nurses' Association may attend **such** meeting if requested by either party.
- iv) The Employer further agrees that committee representatives shall suffer no reduction in regular earnings as a **result** of these meetings with management.

c) Negotiating Committee

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

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

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

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

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

- e) The Employer **reserves** the right to limit such time if the time **so** taken is unreasonable.
- 2.03 The Association will not engage in Association activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Department Head, or designate.
- 2.04 The Employer and the Association agree that there shall be no discrimination as defined by the Ontario Human Rights Code, or because of Association membership or non-membership, or activities on behalf of the Association, or because the member exercised her rights under the Collective Agreement.

2.05 **Association Dues**

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

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

- b) The Employer will include the amount of **annual** union dues paid on the income tax (T4) form for each union member.

2.06 **Bulletin Board**

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

2.07 **Association Orientation**

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

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer and suspend nurses, and also the right of the Employer to discipline or discharge any nurse for **just** cause, provided that a claim by a nurse who

has acquired seniority that she has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.

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

ARTICLE 4 - DEFINITIONS AND HOURS OF WORK

- 4.01 a) Permanent Full-Time Nurse – is a nurse engaged to fill a permanent position whose work week usually consists of thirty-five (35) hours of work per week regularly worked Monday – Friday.
- b) Regular Part-time nurse - is a nurse who works a predetermined work schedule of two (2) days per week or more.
- c) Casual part-time nurse- is a nurse who works on **an** interim replacement basis and is paid on a per diem basis.
- d) Full-time temporary nurse - is a nurse engaged to fill a temporary requirement for a definite period of time. A temporary nurse will work a normal work week in accordance with Article 4.01 (a).

4.02 Overtime

It is recognized that in order to accommodate program objectives/guidelines that weekends may form **part** of the regular scheduled hours of work. **This** weekend work shall be scheduled on mutual consent between the manager and nurse.

- 4.03 Nurses shall be entitled to compensation for work necessarily performed outside of regular hours of work. Supervisors and Team Leaders shall plan overtime commitments so that the work load and resulting compensating time is distributed as evenly **as** possible among the Association members. Compensation for overtime will be in money at time and one-half (1-1/2) of the pro rata hourly rate. Compensating time off at time and one-half (1-1/2) in lieu of overtime pay may be requested by a member and shall be granted provided:
- a) The exigencies of the service enable time off to be granted.

- b) Compensating time off can be accumulated up to a maximum of five (5) days with the approval of the Manager. Such approval shall not be unreasonably withheld.

ARTICLE 5 - TRANSFER, PROMOTION, LAYOFF AND RECALL

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

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

- 5.02 In all cases of transfer and promotion, the following factors shall be considered:
- a) ability, qualifications and performance; and
 - b) seniority.

Where the qualifications of factor a) are relatively equal, factor b) shall govern.

- 5.03 A promotion or transfer of nurses to positions outside the bargaining unit is not covered by this Agreement, except that such nurses will retain their seniority after promotion or transfer. If demoted or transferred for any reason to a position which is subject to this Agreement, such nurse shall not be given credit for seniority purposes for the time spent in the position not subject to this Agreement, but shall retain any accumulated seniority credits for any time spent in the bargaining unit.
- 5.04
- a) In all cases where there is a reduction of the workload, such that there is a surplus of nurses actively employed in the bargaining unit, the Employer shall lay off nurses on the basis of seniority, provided that probationary nurses shall be laid off first and the most junior nurses shall be laid off thereafter. The nurses remaining after such layoff shall be willing, capable and qualified to perform the available work.
 - b) Nurses shall be recalled to positions in the bargaining unit in the reverse order of layoff.
 - c) All nurses who are on layoff will be given job opportunities in the bargaining unit before any new nurse is hired in the bargaining unit.

- d) In the event of a proposed layoff at the Health Services Department of a permanent or long term nature, the Employer will:
 - 1) provide the Association with no less than thirty (30) days notice of such layoff; and
 - 2) meet with the Association to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Health Services Department will undertake after the layoff; and
 - iii) the method of implementation including the areas of cutback and the nurses to be laid off.
- e) Any recall rights contained in Article 5 shall expire twenty-four (24) months from the date of layoff.

5.05 Related experience in nursing or related job experience, which in the opinion of the Employer adds to the value of the nurse's service, will be recognized by the Employer as follows. Such opinion shall not be exercised in an unreasonable manner.

- 2 years for one (1) increment
- 3 years for two (2) increments
- 4 years for three (3) increments
- 5 years for four (4) increments
- 6 years for five (5) increments
- 7 years for six (6) increments
- 8 years for seven (7) increments
- 9 years for 8 increments
- 10 years for 9 increments

ARTICLE 6 - SENIORITY

6.01 a) Seniority/Service

A newly hired, permanent full or part-time nurse shall be considered to be on probation until she has completed 455 hours of work with the Employer.

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

Seniority is considered in promotions, transfers, layoffs and recall as detailed elsewhere in this Agreement.

Service determines entitlements such as pay increments, vacation, and sick benefits as detailed elsewhere in this Agreement.

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

b) Service/Seniority

1820 paid hours equals one (1) year of service. Full-time nurses will be credited a maximum of 1820 hours each calendar year. Partial years will be pro-rated.

Part-time nurses will be credited with service and seniority by paid hours.

c) Casuals and Temporaries

A casual or temporary nurse who transfers to permanent status will be required to **serve** a probationary period until she has completed 455 hours of work in her permanent position.

If retained **after** the probationary period, the permanent nurse shall be credited with seniority and service from her date of last hire.

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

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

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

- a) approved leave of absence with pay;

- b) approved leave of absence without pay for a period of up to five (5) continuous work weeks, in any calendar year;
 - c) when in receipt of Workers' Compensation benefits, as a result of an injury incurred while on duty with the Employer;
 - d) when on sick leave up to a period of six (6) months in any calendar year;
 - e) when on an approved educational leave of absence of not more than two (2) years' duration.
 - f) when on pregnancy/adoption leave.
- 6.05 Seniority and service shall be retained but shall not accumulate when a nurse is absent from **work** under the following circumstances:
- a) when on approved leave of absence without pay in excess of thirty (30) continuous calendar days;
 - b) when in receipt of long term disability payments, pursuant to Article 18.07;
 - c) during a layoff period
- 6.06 Seniority and service shall terminate and a nurse shall cease to be employed by the Employer when she:
- a) leaves of her own accord;
 - b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - c) has been laid off for twenty-four (24) calendar months;
 - d) fails to return to work (subject to the provisions of Article 6.04(e) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
 - e) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced - not to be applied in a manner inconsistent with the Human Rights Code;
 - f) if a nurse fails to return to work following a lay-off within fourteen (14) calendar days **after** the mailing to her of notification by prepaid registered mail, addressed to her last known address, unless failure is occasioned by sickness or other reasonable cause. It will be the responsibility of the nurse to keep the Employer informed of her current postal address.
 - g) retires.

6.07 If a nurse is absent without pay, for a period in excess of thirty (30) continuous calendar days, she will not accumulate seniority or service during the period of the leave in excess of thirty (30) days. It is understood, however, that all seniority or service up to thirty (30) days following the commencement of the leave of absence shall be retained by the nurse. In the case of pregnancy leave, seniority and service shall be retained and accumulated during the first seventeen (17) weeks, but shall not accumulate thereafter. Similarly in the case of a parental leave, seniority or service shall be retained and accumulate for up to eighteen (18) weeks of such leave.

ARTICLE 7 - SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 7.01 The salaries and professional classifications shall be as set forth in Appendix "A" and shall remain in effect for the duration of this Agreement. The bi-weekly salary indicated is the official salary rate. Annualized and hourly rates are for information and administrative purposes only.
- 7.02 The Employer agrees that the establishment of any new classification shall be on the basis of **fairness** and equity and will apply to only newly created positions or the revision of present positions where there **has** been a significant change in responsibilities. The salary for such new classifications shall be negotiated with the Association. If the parties are unable to agree, such dispute would be submitted to Arbitration in accordance with Article 13.
- 7.03 On promotion to a higher classification, a nurse shall receive a salary according to the first step in the higher classification which is greater than the salary she was receiving immediately prior to her promotion. Thereafter, for purposes of progression to the next higher step within the new classification, the nurse's date of last hire will be used.
- 7.04 All nurses shall be paid earned salaries on a bi-weekly basis. The Employer shall determine the method of payment (by cheque or by direct deposit) but any changes in the current method of payment shall be discussed with the Association at least sixty (60) days in advance of any such change, and the Employer shall give due consideration to any concerns raised by the Association during discussions.

ARTICLE 8 - PAID HOLIDAYS

- 8.01 a) The days to be designated as holidays in each year during the term of this agreement shall be the following:

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

- b) The Employer will also recognize any other day proclaimed **as** a public holiday by the Government of Canada, *or* Ontario, or by the Council of The Regional Municipality of York.
- c) In addition to the above, permanent employees (i.e. those employees who have completed their probationary period) shall be entitled to two (2) Float Holidays. Float Holidays shall not be cumulative.
- d) One of the Float Holidays will be taken on a date to be determined annually by the Employer and Union to accommodate corporate closings associated with designated holidays.

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

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

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

Designated holidays are only available to temporary and casual employees who satisfy the requirements, other than the three (3) month waiting period, of the Employment Standards Act concerning paid holidays. Temporary and casual employees are not entitled to Float Holidays.

- 8.02 A nurse, other than a casual part-time nurse, who is not required to **work** on any of the above holidays shall receive holiday pay for each holiday not worked equal to one normal day's pay. A nurse who is required to **work** on any of the above holidays shall be paid at the rate of time and one-half (1-1/2) and shall receive a day off in lieu of such holiday, or shall be paid for such holiday at the rate of time and one-half (1-1/2) plus regular time.
- 8.03 When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday, whichever is selected by the Employer, shall be recognized as a day off with pay.
- 8.04 A paid holiday occurring while an employee is on vacation or sick leave with pay shall not be deducted from the employee's vacation entitlement *or* sick leave credits.

ARTICLE 9 - VACATIONS

- 9.01 Vacation periods and calculation of vacation pay will be based on a vacation year which shall be from July 1st to June 30th. Vacations with pay will be granted in accordance with the following:

- a) Nurses who have not completed a full year of employment by June 30th in any year will be given a vacation with pay based on one and two-thirds (1-2/3) days for each completed calendar month of service since the date of starting employment to a maximum of twenty (20) days, and after the completion of one (1) additional year of service shall receive four (4) weeks of vacation with pay (twenty (20) working days) with respect to each year of employment.
- b) Vacation pay will not be less than eight percent (8%) of total pay earned during the period July 1st to June 30th in any year.
- c) All normal deductions made from a nurse's pay will be made from vacation pay.
- d) Regular part-time nurses will be entitled to similar vacations on a pro rata basis, based on the number of hours per week worked by the full-time nurse.
- e) When a nurse's employment is terminated for any reason, she shall be entitled to a terminal vacation allowance covering vacation earned but not taken.
- f) Nurses who have completed ~~six (6)~~ years of service with the Employer by June 30th of any year will be given twenty-one (21) working days vacation with pay.

Nurses who have completed eight (8) years of service with the Employer by June 30th of any year will be given twenty-two (22) working days vacation with pay.

Nurses who have completed ten (10) or eleven (11) years of service with the Employer by June 30th of any year will be given twenty-three (23) working days vacation with pay.

Nurses who have completed twelve (12) or thirteen (13) years of service with the Employer by June 30th of any year will be given twenty-four (24) working days vacation with pay.

Nurses who have completed fourteen (14) or fifteen (15) years of service with the Employer by June 30th of any year will be given twenty-five (25) working days vacation with pay.

Nurses who have completed sixteen (16) or seventeen (17) years of service with the Employer by June 30th of any year will be given twenty-six (26) working days vacation with pay.

Nurses who have completed eighteen (18) or nineteen (19) years of service with the Employer by June 30th of any year will be given twenty-seven (27) working days vacation with pay.

Nurses who have completed twenty (20) or twenty-one (21) years of service with the Employer by June 30th of any year will be given twenty-eight (28) working days vacation with pay.

Nurses who have completed twenty-two (22) or twenty-three (23) or twenty-four (24) years of service with the Employer by June 30th of any year will be given twenty-nine (29) working days vacation with pay.

Nurses who have completed twenty-five (25) years of service with the Employer by June 30th of any year will be given thirty (30) working days vacation with pay.

Note: Any additional earned vacation in 1992 as a result of these adjustments are to be accrued into 1993 rather than paid out.

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

ARTICLE 10 - SICK LEAVE PLAN

- 10.01 The Sick Leave Plan, attached as Appendix "B" to this Agreement, is adopted by the Association and the Employer and is deemed to be part of this Agreement.

ARTICLE 11 - CARALLOWANCE

11.01 Where a nurse is required to use her privately owned motor vehicle on Regional business, shall be compensated at a fixed rate of 35.0 cents per kilometre effective July 1, 1999.

Parking and public transit expenses incurred by a nurse while on Regional business shall be reimbursed, upon submission of receipts, along with her mileage allowance.

11.02 Nurses receiving mileage allowance shall disclose to their insurers that they are using their motor vehicles for business purposes and shall obtain third party liability insurance coverage in the **minimum** amount of \$500,000.00 inclusive coverage and shall **Ne** a certificate of such insurance coverage with the Employer.

11.03 The Employer shall provide for non-owned motor vehicle insurance coverage with respect to motor vehicles **used** by nurses employed by the Employer in the carrying out of their duties.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The parties to this Agreement believe that it is important to address complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any nurse and/or Association may present a complaint at any time without recourse to the formal written procedure described herein.

12.02 **A** grievance shall be defined as a complaint regarding the interpretation or alleged violation of this Agreement, or, in the case of a nurse who has acquired seniority under **this** Agreement, a complaint that she has been discharged or disciplined without just cause.

12.03 **No** grievance shall be considered

- a) **which usurps** the function of the Employer **as** set out in this Agreement, or
- b) where the circumstances giving rise to it occurred or originated more than ten (10) full **working** days before the filing of the grievance; in the case of a grievance involving computation of pay, the grievance may be filed within ten (10) days after receipt of pay.

12.04 The following grievance process shall apply. It is agreed that the time limits may be extended by mutual agreement of the parties.

Complaint Stage

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

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

Failing settlement within ten (10) working days, the complaint may then be taken up as a grievance within five (5) working days following the manager's decision. The grievance shall be processed in the following manner and sequence:

Step #1

The nurse may submit a written grievance, signed by the nurse, to the Director of his/her division (or designate). The grievance shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement which are alleged to be violated.

The Director of his/her division (or designate) will meet with the nurse and/or the Grievance Committee and will deliver a decision in writing within ten (10) working days following the day on which the grievance was presented.

Failing settlement, then:

Step #2

Within five (5) working days following the decision under Step #1, the nurse may submit the written grievance to the Department Head (or designate).

The Department Head (or designate) will meet with the nurse and/or the Grievance Committee and will deliver a decision in writing within ten (10) working days from the date on which the written grievance was presented.

Failing settlement, then:

Step #3

Within five (5) working days following the decision in Step #2, the grievance may be submitted in writing to the Chief Administrative Officer (or designate).

The Chief Administrative Officer (or designate) will meet with the nurse and/or the Grievance Committee and will deliver a decision in writing within ten (10) working days from the date on which the written grievance was presented.

Should no settlement be reached within five (5) working days, then the next step in the Grievance Procedure may be taken within five (5) working days thereafter.

- 12.05 If a final settlement of the grievance is not completed within ten (10) working days after the grievance has been submitted in writing at Step No. 3 of the Grievance Procedure, and if the grievance is one concerning the interpretation or alleged violation of this Agreement, or is a claim by a nurse that she has been discharged or disciplined without just cause, the grievance may be referred by either party to a Board of Arbitration as provided in Article 14 at any time within ten (10) days thereafter, but not later.

Note: i) Any of the time allowances provided above may be extended by mutual agreement between the parties.

- ii) Saturdays, Sundays and Paid Holidays shall not be counted in determining the time in which any action is to be taken or completed in any step of the Grievance and/or Arbitration Procedure.

ARTICLE 13 - DISCHARGE AND SUSPENSION CASES

- 13.01 In the event of an employee who has attained seniority being discharged or suspended from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 13.02 A claim by a nurse who has attained seniority and is covered by this Agreement, that she has been discharged or suspended, without just cause, shall be treated as a grievance, if a written statement of such grievance is lodged at Step No. 3 of the Grievance Procedure within ten (10) days after the occurrence of such discharge or suspension. The Employer shall notify the nurse of her right to have an Association representative present at any meeting to be held with the Employer where a discussion of her discharge or suspension takes place. If the nurse is to be discharged or suspended, a copy of the letter of discharge or suspension shall be forwarded to the Association. The Employer agrees to provide written reasons within a reasonable period of time to the affected nurse in the case of a discharge or suspension.
- 13.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 14 - ARBITRATION

- 14.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined in Article 12 and which has

not been settled, will be referred to a Board of Arbitration at the request in writing of either of the parties hereto.

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

ARTICLE 15 - MANAGEMENT AND ASSOCIATION GRIEVANCES

- 15.01 It is understood that the Employer may submit to the Association any complaint with respect to the conduct of the Association, its officers or members, or any complaint that a contractual obligation undertaken by the Association in this Agreement has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to the Chairperson or other officer of the Association, whereupon it shall be discussed at Step No. 3 of the Grievance Procedure. Failing a satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer it to Arbitration in accordance with the provisions of Article 14.
- 15.02 The Association may file a grievance as defined in this Agreement which involves all or a substantial number of the nurses covered by this Agreement. Such grievance shall be submitted at Step No. 3 of the Grievance Procedure.

15.03 Group Grievance

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

ARTICLE 16 - NO STRIKES - NO LOCKOUTS

- 16.01 There shall be no strikes or lockouts during the term of this Agreement. The term "strikes" and "lockouts" shall be as defined in the Labour Relations Act of the Province of Ontario and amendments thereto.
- 16.02 The Association further agrees that it will not involve any nurse of the Employer during working hours, or the Employer itself, in any dispute which may arise between any other Employer and the nurses of such other Employer.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 a) When a death occurs in the immediate family of a permanently employed nurse, she shall be granted not more than three (3) working days' leave of absence with pay.
- b) Where the funeral in respect of the death referred to in sub-paragraph (a) takes place outside Ontario, a nurse shall be granted, in addition to the leave of absence referred to in sub-paragraph (a), reasonable leave of absence for travelling time not to exceed four (4) days for the purpose of attending the funeral.
- c) All leaves of absence pursuant to this Article, except those listed in sub-paragraph a) above, shall be deducted from the nurse's sick pay credits, and to the extent that the nurse does not possess any or sufficient sick pay credits, such leave of absence shall be without pay.
- d) For the purposes of this Article, immediate family is defined **as:** parents, spouse, child, brother, sister, grandparents, grandchildren, parents of the **spouse**, sister-in-law, brother-in-law, son-in-law, and daughter-in-law, or any of them, of a nurse.
- e) For the purposes of this Article, "parent" shall mean a person who has demonstrated a settled intention to treat the employee as a child of his or her family.

17.02 Leave to Attend a Funeral

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

17.03 Educational Leave

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

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

- b) The Employer, upon request, may grant a two (2) year leave of absence without loss of seniority, to a nurse making such a request for the purpose of furthering her education.

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

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

17.06 a) Personal Reasons

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

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

17.07 Professional Leaves

- a) Leave of absence without pay to attend Association business will be granted at the discretion of the Department Head, or designate, provided that such leaves will not be unreasonably withheld. During the leaves of absence as set out in 17.07 (a) the nurse's salary and applicable benefits shall be maintained by the

Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

- b) A nurse who is elected to the office of President of the Ontario Nurses' Association, shall be granted, upon request, leave(s) of absence without loss of seniority and benefits up to one (1) year. During such leave(s) of absence **salary** and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits. The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.
- c) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted leave of absence without pay up to a total of twenty (20) days annually. There shall be no loss of seniority or credits for the purposes of salary advancement or vacation entitlements or other benefits during such leave of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in Article 17.07 a).
- d) Professional leave with pay up to eight (8) days annually, will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.
- e) ONA Provincial Committee
A nurse who is elected to a provincial committee of the Ontario Nurses' Association, may, subject to the efficient operations of the Employer, be granted a leave of absence to fulfil the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. Such leave shall not be unreasonably denied. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to re-imburse the Employer in the amount of the full cost of such salary and applicable benefits.

17.08 Parentine Leave (Pregnancy, Parental and Adoption)

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

- a) The service requirement for eligibility for parental or pregnancy leave shall be thirteen (13) weeks. Nurses possessing the service requirement will be eligible for pregnancy leave of up to seventeen (17) weeks and a subsequent parental leave of up to eighteen (18) weeks immediately following the pregnancy leave.

- b) The nurse shall give written notification at least two **(2)** weeks in advance of the date of commencement of such leave and four **(4)** weeks notice of the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child.
- c) The nurse has the right to extend the combined pregnancy and parental leave of up to thirty-five (35) weeks by a further leave of absence of seventeen (17) weeks, bringing the total parenting leave to one (1) year. Written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- d) Parental leave of up to eighteen (18) weeks is available to each parent in the bargaining unit who possesses the service requirement of thirteen (13) weeks. Natural mothers who wish to take parental leave must do so immediately following the expiration of their pregnancy leave. All other eligible parents may take this leave within thirty-five (35) weeks of the child being born or coming into care.
- e) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- f) A nurse shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the nurse were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of eighteen (18) weeks. Seniority shall continue to accumulate throughout the period of any extension of the leave of absence beyond thirty-five (35) weeks, but service and benefit/pension participation will cease after thirty-five (35) weeks leave.
- g) Parents shall be defined to include adoptive parents and common-law spouses as defined in the Family Law Reform Act of Ontario as amended from time to time.
- h) Nurses newly hired to replace nurses who are on pregnancy, parental or extended leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period as per Article 6.03.
- i) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance parental pregnancy

benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental/pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twenty-five (25) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

17.09 Reinstatement

A nurse returning to work on the expiration of the leave of absence provided herein shall be reinstated in the position held prior to the commencement of such leave or in a comparable position.

17.10 Jury Duty and Court Attendance

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

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

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

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

ARTICLE 18 - BENEFIT PLANS

- 18.01 a) The Employer will continue to provide the following benefits:
- Employer Health ~~Tax~~
 - Group Life Insurance and Accidental (2 x annual salary to a maximum of \$100,000); Death & Dismemberment
 - Extended Health Coverage which includes:
 - prescription drug plan
 - 100% National Formulary
 - 80% Plan 84
 - Vision Care - \$300 per person in a 24 month period
 - Semi-Private Hospitalization
 - Supplementary Health Care
 - Dental Coverage which includes:
 - preventive dentistry at 100% of current ODA fee schedule for general practitioners
 - 9 month recall frequency
 - restorative dentistry at 80% of current ODA fee schedule for general practitioners
 - orthodontics at 50% of current ODA fee schedule to a \$2000 lifetime maximum
 - Long ~~Term~~ Disability (75% of monthly earnings to an all source maximum of \$4,000)
- b) Employees will be subject to positive enrollment and will be eligible for benefits in accordance with Article 18.05.
- 18.02 It **is** understood and agreed that the only obligation of the Employer under Article 18.01 is to pay the appropriate premium for the particular coverage **listed** therein. It **is** further understood and agreed that the Employer is not an insurer **as** to any

benefits available, and the exact terms of coverage must be ascertained from the provisions of the particular policies of insurance **listed** therein.

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

18.04 Payment of Benefits for Early Retirees

The Employer agrees that employees with twenty-five (25) years of service or more, may apply to Council to have their benefits paid between the time of retirement (which shall not be earlier than the age of fifty-five (55) to when they attain the age of sixty-five (**65**). Such applications shall only be through the office of the Chief Administrative Officer and with **his** consent, which consent shall not be unreasonably withheld.

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

18.05 Classification of Nurses

Benefit	Full-Time	Regular	Full-Time	Casual Part-
	Nurse	Part-Time	Temporary	Time
EMPLOYER HEALTH TAX	Participating obligatory unless otherwise covered. Premium paid by Employer.	Participation obligatory unless otherwise covered. Payment of premium shared between Employer and Employee.	Participation obligatory unless otherwise covered. Premium paid by Employer.	N/A
GROUP INSURANCE PLAN – underwritten by Clarica Life Insurance Company	Participation optional. Premium paid by Employer.	Participation optional. Payment of premium shared between Employer and Employee pro rata*.	participation optional. Premium paid by Employer.	N/A
DENTAL PLAN – Clarica Life	Participation optional. Premium paid	Participation optional. Payment of	Participation optional. Premium paid	N/A

Benefit	Full-Time	Regular	Full-Time	Casual Part-
	Nurse	Part-Time	Temporary	Time
Insurance Company	100% by Employer from date of employment.	premium shared between Employer and Employee pro rata*.	100% by Employer.	
SICK LEAVE	Entitlement as provided in Appendix "B".	Pro rata* entitlement as provided by Appendix "B" may be used for sick leave after six (6) calendar months of employment.	N/A	N/A
VACATION	Entitlement as provided by Article 9.	Pro rata* entitlement as provided by Article 9.	Entitlement as provided by Article 9.	Pro rata* entitlement as provided by Article 9.
PAID HOLIDAYS	Entitlement as provided by Article 8.	Pro rata* entitlement as provided by Article 8.	Entitled to paid holidays that occur during period of employment.	Entitlement as provided by the Employment Standards Act Part VII
OMERS Basic Plus Supp. I Supp. II (service option only)	Participation obligatory from date of employment.	N/A	N/A	N/A

*based on the percentage of a normal shift worked.

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

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

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

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

- | | |
|---|---|
| Employer Health Tax | · Paid by the employee |
| O.M.E.R.S. | · Waiver of employee contributions |
| Dental | · Paid by the employee |
| Life Insurance | · Waiver of premium |
| Extended Health Care (includes drugs & vision care) | · Mutual arrangement with Employer and carrier. |

18.08 *The* Employer agrees to maintain malpractice and professional Liability insurance coverage for nurses covered by this agreement.

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

ARTICLE 19 – MISCELLANEOUS

19.01 **A** physical examination shall be required within thirty (30) days of employment. **The** Employer shall skin test all new employees and **shall** be responsible for the cost of the testing. **A** chest x-ray will be required **unless** the employee can provide proof of a chest x-ray within the preceding twelve (12) months or has skin-tested tuberculin negative. Subsequent chest x-rays for those testing positive may be required, if so requested by the employee's physician.

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

- 19.03 If a nurse wishes to resign, **she** must submit a written resignation to the Director at least thirty (30) days in advance of the date of termination of service.
- 19.04 The Employer shall undertake to supply all nurses with a copy of the Collective Agreement, and the cost of doing so will be shared equally by the Association and the Employer.
- 19.05 The parties agree that a joint Health and Safety Committee shall be established and shall function in accordance with the applicable legislation and regulations.
- 19.06 The parties agree that any written notice provided for this agreement shall be effectively given by:
- As to ONA - delivery by hand or prepaid registered post to an ONA representative or the ONA office at:**
- 85 Grenville Street,
Suite 600,
Toronto, Ontario.
M5S 3A2
- As to the Employer - delivery by hand or prepaid registered post to the Employer at:**
- 17250 Yonge Street,
Newmarket, Ontario.
L3Y 6Z1
- and every such notice shall be deemed to be given on the day it was so mailed or delivered.
- 19.07 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the context **so requires**. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 19.08 The Employer and the Association **agree** that a direct deposit method of payment of salaries may be implemented provided the nurse's salary **is** deposited in her account at her bank, trust company or credit union of her choice every second Thursday. Pay stubs shall be available and/or mailed on pay day.
- 19.09 The Employer shall endeavour to obtain at **York** Central Hospital, York County Hospital and Markham-Stouffville Hospital for nurses permanently assigned to the Health Unit at any of the aforesaid hospitals. The Association recognizes that parking space allotment **is** solely within the discretion of the Hospitals.

ARTICLE 20 - PERFORMANCE, REVIEW AND FILES

- 20.01 A nurse shall be given an opportunity to sign all evaluations of reviews of her performance and shall also be given **an** opportunity to sign all adverse reports pertaining to the performance of her duties in her current position, which are placed on her personal **file**. Such nurse shall **be** provided with a copy of her evaluation upon request.
- 20.02 Upon request, a nurse may review her personal file once a year in the presence of her Supervisor.

ARTICLE 21 - ORIENTATION, PROFESSIONAL DEVELOPMENT AND PROFESSIONAL RESPONSIBILITY

- 21.01 All nurses, including Child-birth Educators, shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include:
- a) **An** orientation program;
 - b) Staff education program for all nurses including part-time nurses;
 - c) **An** employee shall suffer no loss of regular pay or car allowance by reason of her participation in such programs;
 - d) **The** above programs shall be offered at least five(5) times a year
 - e) Childbirth Educators shall receive their regular straight time hourly rate for in-service, where attendance is mandatory.
- 21.02 In the event that the Employer assigns a workload to an individual **nurse** or group of nurses such that she or they have cause **to** believe that she or they are being asked to perform more **work** than is consistent with proper patient care, she or they shall:
- i) Complain in writing to the Professional Committee within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Professional Committee shall convene a meeting of the committee within ten (10) calendar days of the filing of the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Professional Committee, the complaint shall be forwarded to the Department Head, or designate and/or the Chief Administrative Officer, where a meeting shall be scheduled within fifteen (15) calendar days in an effort to resolve the complaint.

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

- 22.01 Nurses required to be on stand by will be available for work as follows:
- a) Family & Community Health Division
Monday through Friday, 4:30 p.m. to 8:30 a.m., Saturday, Sunday and statutory holidays on a twenty-four (24) hour basis or portion thereof;
 - b) Infectious Diseases Control Division
Monday through Friday 4:30 p.m. to 8:30 a.m., Saturday, Sunday and Statutory Holidays on a 24 hour basis.
A standby assignment shall be defined as commencing 4:30 p.m. Monday and ending 8:30 a.m. the following Monday.
 - c) Standby assignments referred to in (a) and (b) above are for the purposes of remuneration shall not exceed eight (8) consecutive days.
- 22.02 Nurses will be asked to participate on standby/call back on a voluntary basis
- 22.03 Final selection of those staff volunteering will be based on Article 5 of the collective agreement provided the employee is available for all hours required.
- 22.04 Where there is insufficient voluntary participation, the Employer may assign staff in reverse order of seniority.
- 22.05 Employees will be paid \$4.00 an hour for each hour the employee is required to be on standby. Such standby pay shall not be included as part of regular working hours for the purposes of calculating overtime.
- 22.06 Where a nurse is required to work, the nurse shall keep a record of all such time worked and shall be paid as follows:
- a) a minimum of four (4) hours of pay at regular rates for all call backs during a standby assignment totalling four (4) hours or less.
For clarity any number of call-backs which total four (4) hours will be paid a regular rates.
 - b) Overtime rates at time and one-half (1½) for actual time spent on call backs beyond the four (4) hour minimum.
 - c) a minimum of one (1)hour of pay at overtime rates at time and one-half (1½) for all accumulated telephone calls during the standby assignment totalling one (1) hour or less.

- d) Overtime rates at time and one-half (1½) for actual time spent on accumulated telephone calls during the standby assignment beyond the one (1) hour minimum.
- 22.07 Nurses on standby/call back outside their regular working hours and who shall be scheduled to work on weekends, shall have their schedule of work posted four (4) weeks in advance of a six (6) week period.
- 22.08 If a nurse is called out to work (call back) s/he shall be paid mileage at the appropriate Region kilometric rate.
- 22.09 All staff on standby shall be provided with required equipment.
- 22.10 Payment for hours worked shall be paid to the nurse in the usual course in accordance with Regional Policy.
- 22.11 An orientation will be provided to nurses participating in standby/call back assignments.

ARTICLE 23 - JOB SHARING

- 23.01 The Region and the Association agree with the principal of job sharing, which involves two staff nurses sharing one full-time designated position. The parties agree that job sharing, as to current and future job shared positions shall be in accordance with the following terms:
 - a) Nurse(s) may request at any time that a full-time position be shared. The Employer may consent to such a request and such consent shall not be unreasonably withheld. If consent is granted by the Employer, the position(s) shall be posted and nurses will have the opportunity to apply.
 - b) Either of the nurses involved in a job sharing arrangement, having worked together for a minimum of three (3) months, unless prevented from doing so by accident, illness, death or any irreconcilable differences may terminate the job sharing arrangement by giving one (1) month's notice to the Employer.
 - c) The Employer may, after the expiration of a three month trial period for any newly established job sharing arrangement terminate the arrangement by giving one (1) month's written notice to the nurses involved and return such nurses to their former positions. If any nurses have been hired to facilitate such arrangement, they shall be laid off until suitable vacancies occur;
 - d) Should one partner transfer or terminate employment, the remaining partner shall continue to work her own schedule for thirty (30) days. If no replacement partner is recruited she must decide either to return to her former position or continue as a full-time nurse in the designated position.

- e) Nurses involved in the job sharing arrangement shall be covered by the provisions of the Collective Agreement between the Employer and the Association, but subject to the following modifications reflecting the job sharing arrangement:

23.02 Representation and Association Security

The Employer will deduct each month from the pay due to each nurse who is covered by this Agreement a sum or sums equal to the regular monthly Association dues of a part-time member.

23.03 Definition and Hours of Work

The regular work week for the two nurses combined shall be thirty-five (35) hours and in a two week period it will be thirty-five (35) hours for each nurse.

Overtime shall be computed in accordance with the Collective Agreement.

23.04 Transfer. Promotion. Layoff and Recall

Both nurses involved in this project will have the opportunity to apply and be considered for any job posting, subject to Article 5 of the Collective Agreement.

All seniority, illness, vacation and other credits obtained under the Collective Agreement shall be retained and transferred with the nurse if her employment status changes from full-time or part-time employment to job sharing employment and vice versa.

23.05 Seniority

- a) Each nurse involved **will** accumulate seniority on the basis of one (1) year for each 1600 hours of paid time.
- b) None of the nurses involved in this project shall serve a probationary period, **unless** such nurses are new **hires**.

23.06 Salaries and Professional Classifications

Each nurse in this project will advance to the **next** incremental increase **after** 1600 hours of paid time from the time of her last incremental increase. Each nurse will be paid one-half (½) bi-weekly salary rate at her appropriate level, inclusive of **all** or any education allowance she is entitled to.

23.07 Paid Holidays

When a paid holiday occurs within a pay period, each nurse will be paid one-half (½) day's pay plus pay for the number of days actually worked in the pay period at her appropriate rate.

23.08 Vacation

Each nurse shall receive 0.83 days for each month of participation in this project, calculated to the nearest half (½) day. Job sharers shall not be responsible for working their partner's time while their partner is on vacation or while their partner is sick, unless mutually agreed otherwise.

23.09 Car Allowance

Where a nurse is required to use her privately owned motor vehicle on Regional business, shall be compensated at a fixed rate of 35.0 cents per kilometre effective July 1, 1999.

Parking and public transit expenses incurred by a nurse while on regional business shall be reimbursed, upon submission of receipts, along with her mileage allowance.

23.10 Discharge and Suspension Grievances

Each nurse will be treated individually for matters such as discipline.

23.11 Leave of Absence

- a) Paid leaves of absence will be pro-rated according to time worked.
- b) Each nurse involved in this project shall be granted up to 2.5 days to attend professional meetings at the discretion of the Employer.
- c) Each nurse shall be entitled to pregnancy leave according to the Collective Agreement.

23.12 Benefits

Each nurse currently participating in OMERS will be required to continue participation. The benefit package or any part thereof shall be available to each nurse on a pro-rated basis according to time worked.

23.13 Orientation and Professional Development

- a) An orientation program will be developed with nurses for this project.
- b) Each nurse will be entitled to one half (½) the staff education program for full-time nurses.
- c) Each nurse shall participate in a written assessment of the project at the end of three (3) months of Continuous involvement.

Each nurse shall receive a written evaluation in accordance with Article 20 of the Collective Agreement.

**APPENDIX A
SALARY SCALE**

Effective **January 1, 1998**

	Registered Nurse			Public Health Nurse		
	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly
Start	39,132.91	1,505.11	21.50	43,829.60	1,685.75	24.08
1 Year	39,931.16	1,535.81	21.94	44,627.86	1,716.46	24.52
2 Years	40,729.42	1,566.52	22.38	45,426.11	1,747.16	24.96
3 Years	41,490.54	1,595.79	22.80	46,187.23	1,776.43	25.38
4 Years	42,288.79	1,626.49	23.24	46,985.48	1,807.13	25.82
5 Years	43,068.48	1,656.48	23.66	47,765.17	1,837.12	26.24
6 Years	43,903.86	1,688.61	24.12	48,600.55	1,869.25	26.70
7 Years	44,757.80	1,721.45	24.59	49,454.50	1,902.10	27.17
8 Years	45,518.93	1,750.73	25.01	50,308.44	1,934.94	27.64
9 Years	46,298.62	1,780.72	25.44	51,366.59	1,975.64	28.22

Prenatal Lecturer \$83.64 per 2 hour lecture and 1 hour set-up.

Child-birth Educators shall be paid \$27.88 per hour for a period of three (3) hours per lecture, representing one (1) hour of set-up and dismantling time, and two (2) hours of class-delivery time. Where a Child-birth Educator is required to work in excess of the three hour period, she shall subsequently notify her immediate supervisor, and shall be paid the excess time at the aforementioned hourly rate, but, in any event, the ~~maximum~~ total paid hours will not exceed four (4) per lecture.

APPENDIX A
SALARY SCALE

Effective **January 1, 1999**

	Registered Nurse			Public Health Nurse		
	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly
Start	40,013.40	1,538.98	21.99	44,815.77	1,723.68	24.62
1 Year	40,829.62	1,570.37	22.43	45,631.98	1,755.08	25.07
2 Years	41,645.83	1,601.76	22.88	46,448.20	1,786.47	25.52
3 Years	42,424.08	1,631.70	23.31	47,226.44	1,816.40	25.95
4 Years	43,240.29	1,663.09	23.76	48,042.66	1,847.79	26.40
5 Years	44,037.52	1,693.75	24.20	48,839.89	1,878.46	26.84
6 Years	44,891.70	1,726.60	24.67	49,694.06	1,911.31	27.30
7 Years	45,764.85	1,760.19	25.15	50,567.22	1,944.89	27.78
8 Years	46,543.10	1,790.12	25.57	51,440.38	1,978.48	28.26
9 Years	47,340.33	1,820.78	26.01	52,522.34	2,020.09	28.86

Prenatal Lecturer \$85.53 per 2 hour lecture and 1 hour set-up

Child-birth Educators shall be paid \$28.51 per hour for a period of three (3) hours per lecture, representing one (1) hour of set-up and dismantling time, and two (2) hours of class-delivery time. Where a Child-birth Educator is required to work in **excess** of the three hour period, **she** shall subsequently notify her immediate supervisor, and shall be paid the excess time at the aforementioned hourly rate, but, in any event, the maximum total paid hours will not **exceed** four (4) per lecture.

The Employer agrees to provide a one time adjustment of \$600 in the first pay period of December 1999. The adjustment shall be pro-rated to employees who commence employment during the year the adjustment is payable.

APPENDIX A
SALARY SCALE
 Effective January 1, 2000

	Registered Nurse			Public Health Nurse		
	Annual	Biweekly	Hourly	Annual	Biweekly	Hourly
Start	40,913.70	1,573.60	22.48	45,824.12	1,762.47	25.18
1 Year	41,748.28	1,605.70	22.94	46,658.70	1,794.57	25.64
2 Years	42,582.86	1,637.80	23.40	47,493.28	1,826.66	26.10
3 Years	43,378.62	1,668.41	23.83	48,289.04	1,857.27	26.53
4 Years	44,213.20	1,700.51	24.29	49,123.62	1,889.37	26.99
5 Years	45,028.37	1,731.86	24.74	49,938.79	1,920.72	27.44
6 Years	45,901.76	1,765.45	25.22	50,812.18	1,954.31	27.92
7 Years	46,794.56	1,799.79	25.71	51,704.98	1,988.65	28.41
8 Years	47,590.32	1,830.40	26.15	52,597.79	2,022.99	28.90
9 Years	48,405.49	1,861.75	26.60	53,704.09	2,065.54	29.51

Prenatal Lecturer \$87.45 per 2 hour lecture and 1 hour set-up.

Child-birth Educators shall be paid \$29.15 per hour for a period of three (3) hours per lecture, representing one (1) hour of set-up and dismantling time, and two (2) hours of class-delivery time. Where a Child-birth Educator is required to work in excess of the three hour period, she shall subsequently notify her immediate supervisor, and shall be paid the **excess** time at the aforementioned hourly rate, but, in any event, the maximum total paid hours will not exceed four (4) per lecture.

The Employer agrees to provide a one time adjustment of \$650 in the first pay period of December 2000. The adjustment shall be pro-rated to employees who commence employment during the year the adjustment is payable.

A.01 Retroactivity

- (a) The effective date for retroactive purposes shall be January 1, 1998, the day following the expiry date of the previous Agreement.
 - (b) Full retroactivity shall apply to both wages and to all monetary provisions namely, car allowance, unless otherwise stated.
 - (c) Retroactivity shall be applied to both present employees and to employees who have left the employment of the Employer after January 1, 1998, but before any new rate of pay is implemented.
 - (d) The Employer shall write to these employees by registered mail to the last address on file with the Employer. The letter **shall** explain that they are entitled to retroactive benefits provided they respond in person or in writing within sixty (60) days from the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive benefits to these employees.
- A.02 Casual part-time nurses will be placed on the **salary** grid in accordance with their service, such service to be calculated in accordance with seniority calculation as set out in Article 6.
- Casual part-time nurses will be advanced **on** the salary grid **after** each sixteen hundred (1600) hours worked.
- A.03 Yearly increments shall apply **on** the anniversary date of the commencement of employment. Where a nurse is absent on a leave of absence without pay for a period in **excess** of thirty (30) continuous days, there shall be a delay in the entitlement to such increment for the period in excess of thirty (30) continuous days, except **as** otherwise provided in the case of pregnancy or parental leave.

APPENDIX "B"
SICK LEAVE PLAN

1. **The** benefits provided by this Plan are not vested in the employee and may be vated as to any employee for cause by resolution of the Employer, except for sums received by the Employer pursuant to Section 20(b) hereof.
2. In calculating salary or wages for days of sick leave standing to the credit ~~of~~ any employee, five (5) days' sick leave shall represent the equivalent of one (1) week of employment.
3.
 - a) Each employee shall receive a **gross** credit of one and one-half (1½) days for each month of service, (i.e. eighteen (18) days per **annum**) such credit to be cumulative and combined with the employee's credit, if any, in respect to previous service **as** defined in Clauses 18 and 19 of this Plan.
 - b) Sick leave thus accumulated shall be diminished by one (1) day for each day that an employee remains on the payroll through absence by reasons of sickness, and the employee shall remain on the payroll at the usual rate of pay, or until sick leave credits are exhausted.
 - c) Absence on account of **illness** for **less** than one half (½) a day shall not be deducted from cumulative credit.
 - d) Absence on account of illness for one-half (½) a day or more, and **less** than a full day, shall be deducted as ~~one-half~~ (½) day from cumulative credit.
4.
 - a) Loss of time due to accidents or injury occurring while on duty or illness inherent to occupation shall be charged against the employee's sick leave credits and the employee shall remain on the payroll at the usual rate of pay, unless or until sick leave credits are exhausted. The time for which compensation is paid by the Workers' Compensation Board will then be credited to the employee's sick leave credits.
 - b) When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work, and **returns** upon ~~the~~ expiration of any such period, she shall not receive credits for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or layoff.
 - c) Sick leave credit accumulation ceases on termination of employment for any reason.
5. **An** employee who is absent from employment due to childbirth is not eligible for sick leave credit. However, providing such absence is in accordance with the terms of the Employment Standards Act, **as** modified by Article 17.08 of this Agreement, the employee shall resume work without loss of benefits accrued to the commencement of pregnancy leave.

6. Whenever an employee's days of illness exceed her cumulative sick leave credit, the excess days of illness shall not be carried forward but shall be regarded as days without pay.
7. Temporary employees shall not come within the provisions of the sick leave plan nor will they be granted sick leave with pay, except as provided for in Article 18.09.
8. Statutory and special holidays shall not form part of the illness period or be chargeable against the accumulated sick leave.
9. When an employee has been absent on account of illness for a sufficient period to exhaust her accumulated sick leave, said employee shall not receive a monthly credit towards sick leave for the remainder of the time she may be absent on account of such illness.
10. Sick leave credits may be taken for reasons of sickness as earned. However, the Employer is authorized to deduct from the final pay cheque any sick leave payments made to a probationary employee released from employment during the probationary period.
11. No salaried employee hired after the plan is implemented shall be placed permanently on staff until the employee concerned shall have met with the Department Head or designate a medical certificate from a duly qualified practitioner, stating that the employee is in good health and is not suffering from any ailment which might be expected to cause absence from work.
12. Any employee whose illness extends to the fifth working day shall, on or before the fifth working day, file a doctor's certificate with the Department Head or designate.
13. A medical certificate shall be filed with the Department Head or designate by the employee when twenty-eight (28) days have elapsed and every twenty-eight (28) days thereafter, since the commencement of the illness, or the date of the last medical certificate, for the duration of the illness.
14. In the event that employment is terminated by death, the employee's estate or beneficiary shall be entitled to an amount equal to her salary, wages or other remuneration for one-half (½) of the number of days standing to her credit for her accumulated unused sick leave, but in any event not in excess of the amount she would have earned in six (6) months, at the rate received by her immediately prior to the termination of employment.

Paragraphs 14, 15, and 16 shall not apply to an employee who commenced permanent employment with the Employer on or after May 13, 1999 until he/she completes five (5) years of continuous permanent employment.

15. Providing the employee was on the York Region payroll effective May 13, 1999, should she leave the employment of the Employer, she shall be entitled to receive her salary, wages, or other remuneration for one-half (½) of the number of days standing to her credit in accumulated unused sick leave, but in any event not in

excess of the amount she would receive in **six** (6) months, at the rate received by her immediately prior to her termination of employment.

16. Providing the employee was on the York Region payroll effective May 13, 1999, upon termination of employment by retirement on pension shall be entitled to receive her salary or wages in full for one-half (½) of the days standing to her credit, immediately following her retirement, but in any event not in excess of the amount she would have earned in **six** (6) months at the rate received by her immediately prior to her retirement.
17. An employee who, on the thirty-first day of December, 1970 was employed by the County of York or a local board thereof or a roads commission, or by a local municipality or a local board thereof within the regional area, shall have placed to her credit **as** of the date of the inception of this plan the sick leave credits standing to her credit in the plan of her former employer, and shall henceforth be governed by the provisions of this plan relating to sick leave credits.
18. When the Regional Corporation **hires** an employee who, prior to hire, is an employee of another municipality, the Regional Corporation shall honour such employee's accumulated sick leave with her former Employer, conditional on such Employer paying to the Regional Corporation an amount equal to such employee's accumulated sick leave, **up** to the maximum severance benefit payable under this plan. Upon the above payment being received, such employee's accumulated sick leave with her former Employer shall be deemed to have been earned to a maximum of **six** months with the Regional Corporation and available pursuant to the terms of this plan.
19. **There** shall be a Board of Review consisting of the Chair of the Employer, one member of the Employer, and the Department Head, or designate. This Board shall review the case of a nurse persistently claiming sick leave and also all other matters touching sick leave referred to it by any nurse.
20. All sick leave credits for each nurse in the former Sick Leave Plan will remain to the credit of each nurse in the bargaining unit and will be considered **as** having been accumulated under this Plan.

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
THE ONTARIO NURSES' ASSOCIATION

RE: BENEFIT CONTINUATION

Whereas the parties hereto wish to enter into an understanding regarding the continuation of extended health and dental benefits coverage for bargaining unit employees retiring at or after age 55, at cost to said retirees, therefore the following conditions shall apply:

1. The cost to the retiree shall be as follows:

Extended Health • \$144.00 per month (Family)
 • \$72.00 per month (Single)

Dental • \$84.00 per month (Family)
 • \$42.00 per month (Single)

The above rates are reviewed annually and are subject to adjustment.

2. At age 65, all coverage ceases.

3. Eligible employees must provide in advance monthly post-dated cheques for twelve month of coverage. Failure to do so will result in termination of coverage. Cheques returned "NSF" (not sufficient funds) may result in termination of coverage.

DATED at Newmarket this 15TH day of OCTOBER, 1999.

FOR THE EMPLOYER

AK Powell

FOR THE ASSOCIATION

Paul Miles (President)

[Signature]

[Signature]
