

COLLECTIVE AGREEMENT

Between:

**SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION
(hereinafter called the "Employer" of the first part)**

And:

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

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, to provide machinery for the prompt disposition of grievances and the final settlement of disputes, and to establish and maintain satisfactory working conditions, hours and wages for all nurses who are subject to the provisions of this Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 "Nurse" shall be any employee of the Sault Ste. Marie and District Group Health Association coming within the scope of the bargaining unit as outlined in Article 3.01.
- 2.02 "Registered Nurse" is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act (RHPA).
- 2.03 "Nurse Practitioner - Registered Nurse Extended Class" is defined as a nurse who holds an Extended Class Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act.
- 2.04 "Union Representative" shall be defined as a nurse employed by the Group Health Centre who has been elected or otherwise selected by the Union.
- 2.05 "Full Time Nurse" shall be defined as a nurse who works 37½ hours per week on a pre-determined schedule.
- 2.06 "Regular Part Time Nurse" shall be defined as a nurse who works less than 37½ hours a week on a pre-determined schedule.
- 2.07 "Casual Part Time Nurse" shall be defined as a nurse whose employment is irregular and on a relief basis and may vary in length from day to day and week to week.
- 2.08 "Supervisor" shall mean a supervisor within the Physician Support Services Department or her/his designate.
- 2.09 "Seniority" shall mean the accumulation of hours paid to the nurse.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all graduate and registered nurses and Nurse Practitioners – R.N.E.C. in the employ of the Sault Ste. Marie and District Group Health Association, save and except the Senior Manager Clinical Programs, Manager – Clinical Support; and Manager - Occupational Health.
- 3.02 The Employer recognizes that all Registered Nurses have an obligation under the Regulated Health Professions Act (RHPA) to exercise their professional judgement in matters relating to patient care. These concerns, as they arise,

may be the subject of discussion at the Nurse Management Consultation Committee.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The employer and the Union agree that there will be no discrimination, interference, intimidation, harassment, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.
- 4.02 There shall be no discrimination of the part of the Employer or the Union by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The terms "lockout" and "strike" shall be defined as in the Labour Relations Act of Ontario Section 1 (1) (k) and (o).

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union recognizes that the management of the Centre and the direction of the working force are fixed exclusively with the Employer and shall remain fully with the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, suspend, discipline, discharge for just cause, direct, promote, demote, classify, transfer, lay off or recall nurses;
 - (c) determine in the interest of efficient operations and the highest standard of service, job duties and qualifications, the hours of work, work assignment, methods of doing the work and the working establishment for any service;
 - (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.
- 6.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer agrees, as a condition of employment, to deduct from the nurses' earnings an amount equal to the monthly Union dues. The Union shall notify the Employer from time to time in writing of the amount of such dues.
- 7.02 Deductions in the amount authorized in 7.01 above shall be made in the first payroll period in each month from the earnings of all nurses in the bargaining unit. Where a nurse has no earnings during the payroll period, the deductions will be made in the next payroll period in the month where the nurse has earnings. A cheque for the full amount of the money so deducted shall be remitted to the Provincial Vice-President - Finance no later than the sixth day of the month following, accompanied by a list of names including deletions (indicating terminations), and additions from the preceding month and social insurance numbers of all nurses from those wages the deductions have been made.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 7.04 The Employer agrees to give all new nurses at the time of their employment an application form for ONA. Such application forms shall be supplied to the Employer by the Union.
- 7.05 A Union representative will be allowed to meet with newly hired nurses during their probationary period.
- 7.06 The Employer will maintain full wages and benefits for employees absent from work on Union business. The Union will reimburse the employer.

ARTICLE 8 - COMPLAINTS AND GRIEVANCES

- 8.01 It is the mutual desire of the parties that complaints or grievances shall be resolved as promptly as possible.

STEP 1

Any complaint shall first be discussed by the nurse with her/his immediate supervisor as soon as possible but in any event, not later than 15 days following the event giving rise to the complaint. The essentials of the complaint and a suggested remedy will be presented by the nurse.

The nurse may have a union representative present at this meeting. The immediate supervisor of the employee will be notified of the desire to meet prior to the meeting. The supervisor will have five (5) working days in which to give a written reply.

If no remedy for the complaint is found at this stage, the Union will put a grievance in writing within five (5) working days and regarded as a grievance.

STEP 2

The grievance shall be in writing and shall include the details of the grievance and the sections of the Agreement in violation. It will then be sent to the Supervisor or her/his designate by the Union Grievance Committee. A meeting shall be arranged between both parties within five (5) working days of the receipt of the grievance by the Supervisor. The Supervisor shall give her/his reply to the Grievance Committee within five (5) working days of the date in which the grievance was discussed. In either instance, a mutually agreeable extension of time may be arranged. Failing settlement at this step, the matter may be referred to arbitration.

Unless the Supervisor receives a reply from the Grievance Committee within seven (7) working days of the receipt of this reply, the grievance will be determined to have been resolved.

8.02

TYPES OF GRIEVANCES

The following types of grievances concerning the application of this Article are recognized, in addition to the grievances of an individual nurse or a group of nurses.

(1) Policy Grievances

Any difference arising directly between the Union and the Employer concerning the interpretation, application or administration of the terms or provisions of this Agreement may be submitted at Step 2 of the Grievance Procedure providing that the grievance, in addition to the conditions determined in the preceding paragraph, shall be signed by the Bargaining Unit President or her/his designate.

(2) Dismissal or Suspension

Dismissal or Suspension grievance shall be defined as the grievance of a nurse who claims that she/he has been dismissed or suspended without just cause. This grievance shall proceed directly to Step 2.

At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the employer shall notify the nurse of this right in advance.

The employer agrees that where a nurse is required to attend a meeting with the employer that may lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the purpose of the meeting.

Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the nurse's disciplinary record has remained discipline free for the eighteen (18) month period.

(3) Group Grievance

When a number of nurses have identical complaints and each nurse would be entitled to complain separately, they may present a group complaint in writing signed by each nurse who is complaining to the immediate supervisor or her/his designate within five (5) working days following the event giving rise to the complaint. Where the complaint is not resolved, it will then be submitted at Step 2 of the Grievance Procedure and the applicable provisions of this Article shall then apply with respect to processing such grievance.

- 8.03 Time limits fixed in both complaints, grievances and arbitration procedures may be extended by mutual consent of the parties.
- 8.04 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees concerned.

ARTICLE 9 - ARBITRATION

- 9.01 If any difference of opinion relating to the interpretation, application or alleged violation of this Agreement cannot be settled after exhausting the Grievance Procedure, they may be settled by Arbitration as defined in Section 48, sub-section 2 of the Ontario Labour Relations Act.
- 9.02 Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall bear equally the expense of the third party and any costs of the place of hearing of such arbitration, if and when the necessity arises.
- 9.03 The Board of Arbitration or, where mutually determined, a sole arbitrator, shall have the power to dispose of any grievances by any arrangement which is consistent with the terms of this Agreement.
- 9.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

ARTICLE 10 - REPRESENTATIVES AND COMMITTEES

- 10.01 (a) The Union shall provide a list of the names of the local Union Executive, committee members and representatives to the Employer. This list will be revised when changes occur.
- (b) Union representatives and members of committees must obtain permission from their immediate supervisor before absenting themselves from their place of duty to engage in any activity relating to the affairs of the Union. Such permission shall not be unreasonably withheld.
- (c) A Union interview of up to fifteen (15) minutes shall take place for all newly hired employees during the orientation program. The purpose of

such meeting will be to provide the employee with a copy of the current Collective Agreement and pamphlets explaining union activities.

Notwithstanding the union interview, no Union activities or meetings will be carried out during regularly scheduled hours or on the Employer's premises without the express permission of the immediate Supervisor. Such permission shall not be unreasonably withheld.

- (d) The Employer shall pay representatives and committee members their respective salaries for all regular time while attending mutually agreed upon meetings.

10.02 The Employer acknowledges the right of the Union to appoint or otherwise select the following:

- (a) two (2) members to serve on a Nurse Management Consultation Committee, at least one of whom will be a member of the Union executive. The membership of this committee shall have equal numbers of management and staff and at least one shall be a Nurse Practitioner. This committee shall meet every two (2) months unless otherwise agreed. Where possible agenda items will be exchanged at least five (5) calendar days prior to the meeting.
- (b) three (3) members to serve on a Grievance Committee, at least one of whom shall be a member of the Union executive;
- (c) four (4) members to serve on the Negotiating Committee;
- (d) one (1) member to serve on the Occupational Health and Safety Committee. This member represents the workers under the Occupational Health and Safety Act and will be trained to be a certified worker as defined under the Act. This committee shall meet quarterly unless otherwise agreed. Where possible, agenda items will be exchanged at least five (5) calendar days prior to the meeting.
- (e) two (2) members to serve on the Co-operative Consultation Committee, at least one of whom shall be a member of the Union Executive.

10.03 The committees referred to above shall have for their function:

- (a) the Nurse Management Consultation Committee will consist of two nurses and two designated representatives of the Employer who will meet to promote and provide effective and meaningful communication of information and ideas and to make recommendations on matters of interest and concern to either party and to discuss and develop recommendations regarding Professional Development. It is understood that the Committee have no right to usurp the function of either the Negotiating Committee or the Grievance Committee. The Committee shall function on terms of reference to be jointly determined;
- (b) the Negotiating Committee shall meet with the representatives of the Employer to negotiate the renewal of the Agreement between the parties;

- (c) the Grievance Committee shall investigate and process all grievances.
- 10.04 (a) Representatives of the Ontario Nurses' Association may assist the Union if requested by the Union.
- (b) A representative of the Ontario Nurses' Association shall have access to the Employer's premises at reasonable times with the permission of the President and Chief Executive Office to assist the Union in matters related to this Agreement.
- 10.05 Occupational Health and Safety
- (a) The parties agree to comply with the Occupational Health and Safety Act, R.S.O. and as amended.
- (b) Where nurses are exposed to infectious or communicable diseases for which there are available protection medications, the employer will review the provision of any such medications at no cost to the nurse.
- 10.06 Unless mutually agreed otherwise, where a nurse makes prior arrangements for time off to negotiate, the nurse shall not be scheduled to work that day.

ARTICLE 11 - SENIORITY

- 11.01 Following successful completion of the probationary period, seniority for full time nurses will be accumulated on the basis of one year for every year of service retroactive to the last date of hire subject to the provisions of this Agreement.
- 11.02 Seniority lists of nurses covered by this Agreement shall be posted by Employer as of January 1 and July 1 of each year. A copy of the Seniority List shall be provided to the Union.
- 11.03 Lay-Off and Recall
- (a) Both parties recognize that job security should increase in proportion to length of service and that it is the responsibility of management to maintain effective operations. Therefore, in the event that a reduction of the nursing force is required, seniority shall be the determining factor provided the employee has the qualifications, skills and ability to perform the work. Subject to the foregoing, nurses shall be laid off in the reverse order of their seniority and nurses shall be recalled in order of their seniority. No new nurses will be hired until those laid off have been given an opportunity to return to work in accordance with the above criteria.
- (b) A lay-off shall include the discontinuation or displacement from the nurse's area of assignment due to lack of work or reduction or discontinuation of a service or services. Work shortages of less than five (5) days expected duration will not be considered a layoff although reasonable efforts will be made to find work, on a seniority basis, for these nurses, if requested. Work shortages of five (5) days or more will be considered a layoff. The Employer will provide the Union with at

least thirty (30) days notice in the event the layoff is anticipated to continue for a period of greater than three (3) months.

- (c) All cases of work shortages, layoffs or decreases in the nursing work force affecting the bargaining unit will be discussed with the Union prior to their implementation. Discussions shall include the reasons causing the lay-off, the service the Employer will undertake after the lay-off, and the method of implementation, including areas of cutback and the employees to be laid off.
- (d) A nurse who is subject to layoff shall have the right to:
 - i) accept layoff; or
 - ii) opt to retire if eligible under the terms of the Group Health Centre pension plan; or
 - iii) elect to transfer to a vacant position provided she/he has the qualifications, skills and ability to perform the normal duties of the job with reasonable orientation and training; or
 - iv) bump the least senior nurse in the same position first, then the same or lower job level, if any, provided the nurse has the qualifications, skills and ability to perform the normal duties of the job with less than five (5) days of training and/or orientation.
- (e) The decision of the nurse to accept the lay-off or to bump, as set forth in (i) and (ii) above, shall be given in writing within five (5) working days following notification of lay-off. Nurses failing to do so shall be deemed to have accepted the lay-off. A nurse subject to lay-off who declines a bump into a position for which she/he possess the requisite greater seniority, qualifications, skills and ability shall be deemed to have accepted the lay-off.
- (f) Subject to 11.03 (d), a nurse shall exercise her/his entitlement to bump as follows:
 - i) Full-time nurses will bump the least senior full-time or part-time nurse working 28 hours or more.
 - ii) Part-time nurses will bump the least senior part-time nurse.
 - iii) Part-time nurses will not bump full-time nurses.

Should no permanent position be available, nurses may bump to casual status, where applicable, and will maintain recall rights in accordance with 11.06 (c) (ii).

11.04 Obligation to Respond to Notice of Recall

Recall notice will be sent by registered mail to the nurse's last place of residence recorded with the Employer, and if the nurse fails to report within fourteen (14) days after the mailing of such notice, the Employer shall be under no obligation to re-employ the nurse.

11.05

Vacancy

- (a) Prior to the appointment to a vacant or new position the Employer shall post notice of the vacancy or new position on bulletin boards for a minimum of five (5) working days in order that all staff will know that the position is open and be able to make written application to Human Resources. A copy of each posting shall be sent to the Bargaining Unit President and the Secretary of the Union.
- (b) i) Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Employer. Current bargaining unit members will be given first consideration for these vacancies.

Where the temporary vacancy is expected to be six (6) months or longer, the position will be posted as a temporary vacancy for five (5) working days.

On the termination of a posted temporary job vacancy, the nurse who filled it shall revert to her/his former position, any other nurse who may have changed positions as a consequence of the initial change shall return to her/his former position.

It is agreed that experience gained while filling a temporary vacancy of less than six (6) months will not be considered if the job is later posted. Experience gained while filling a posted temporary vacancy of six (6) months or more will be considered in assessing the qualifications, ability and experience for the job if it is later posted as a permanent position.

- ii) Any resulting vacancy arising from a nurse's successful application to a job posted in accordance with 11.05(a) will be posted for three (3) working days.
- iii) Where a vacancy occurs as a result of:
- (a) insufficient notice by the nurse that she/he will not be available for work, or
- (b) a requirement by the Employer to provide a leave for an employee to engage in Union affairs

the vacancy will be treated as a temporary vacancy.

- iv) Unless external recruitment is involved, applications for a posting will not be considered from:
- (a) a probationary nurse
- (b) a nurse who was successful in applying for a permanent or temporary job posting that has not worked one

calendar year in the position. This restriction may be waived in extenuating circumstances.

- v) Late applications will not be considered after the posting is removed unless external recruitment is involved and there have been no applications from nurses as outlined in 11:05 (iv).
 - vi) Where a nurse has been granted a new position as a result of a job posting, an evaluation period of 490 hours worked in the new position will apply. If the nurse's performance proves unsatisfactory during this period she/he shall be given the opportunity to return to her/his former position and any other nurse who may have changed positions as a consequence of the initial change shall return to her/his former position.
 - vii) Prior to accepting a new position, it is the responsibility of the nurse to understand the duties and work environment to ensure her/his compatibility with the job. If at any time during the earlier of the first 163 hours worked or one (1) calendar month worked in the new position, it is seen as untenable by the nurse, the nurse shall be given the opportunity of returning to her/his former position and any other nurse who may have been affected as a consequence of the initial posting shall be returned to her/his former position. Where the nurse has discussed an untenable situation with her/his supervisor and it remains unresolved, she/he may request and will be granted an extension of up to one (1) month if requested of her/his supervisor within the first month.
 - viii) The Employer agrees that nurses will be given reasonable opportunity to apply to a vacancy which occurred while the nurse was on paid leave of absence, providing the application is made within two (2) working days of the nurse's return from paid leave and within ten (10) working days of the position being posted.
- (c) In the selection for the vacancy, the following factors shall be considered:
- i) ability, experience and performance;
 - ii) seniority.

Where the qualifications of factor (i) are relatively equal, factor (ii) shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing.

- 11.06 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances
- i) approved leave of absence with pay;
 - ii) when in receipt of illness allowance;

- iii) when in receipt of Workplace Safety and Insurance Board;
 - v) when on approved leave for ONA business;
 - vi) when on pregnancy/parenting leave;
 - vii) when in receipt of Long Term Disability Benefits.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- i) for a period of one year after illness allowance credit has been used;
 - ii) when laid off due to reduction in the nursing staff for a period of less than twenty-four (24) calendar months;
 - iii) when on approved leave of absence without pay which exceeds thirty (30) continuous calendar days;
 - iv) when on a disciplinary suspension unless the suspension is revoked.
- (c) Seniority will be lost and employment terminated when a nurse is absent from work under the following circumstances:
- i) resignation;
 - ii) laid off for a period of twenty-four (24) calendar months;
 - iii) discharged and the discharge is upheld through the grievance/arbitration process;
 - iv) failed to return to work on the date specified in a recall notice without reasonable excuse;
 - v) failed to return to work after completion of leave of absence granted by the Employer without reasonable excuse;
 - vi) utilizes a leave of absence for purposes other than those for which the leave was granted without reasonable excuse;
 - vii) is absent from work for three (3) working days without reasonable excuse;
 - viii) is absent from work for a period of twenty-four (24) months for a continuous illness or disability.

Note: this clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

11.07

Probationary Period

- (a) A newly employed nurse shall be considered probationary for the first 490 hours from the date of obtaining permanent status. The Employer

will keep the newly hired nurse informed of her/his progress during the probationary period by written evaluation of the Supervisor. The probationary period will be waived for casual nurses who become permanent status if the four hundred and ninety (490) hours has been obtained in the immediately preceding eight (8) months

- (b) During the probationary period nurses shall not be entitled to Schedule "D" HEALTH AND WELFARE except as may otherwise be provided by this Agreement. The Employer will advise each newly hired nurse of her/his status with respect to benefit coverage.
- (c) The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for reasons which are arbitrary, discriminatory or in bad faith.

11.08 Orientation

The employer shall make every reasonable effort to provide orientation and in-service training to all nurses.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Written requests for all leaves of absence, with or without pay, will be considered by the immediate Supervisor. Requests for leave are to be made as far in advance as possible in writing and a written reply will be given within fifteen (15) days of receiving the request. In the event of any emergency the request and permission may be made verbally, however, a written outline of the circumstances must be presented to the immediate Supervisor within five (5) days of the verbal request. Notwithstanding legislation when leaves of absence are granted without pay in excess of one month, the Employer will not be required to pay or contribute to the cost of any benefits but may allow the continuance of the benefits if the nurse elects to pay in advance for the benefits.

12.02 Compassionate Leave

- (a) In the event of a death in the family of a nurse (i.e. father, mother, step-parent, brother, sister, child, spouse, mother-in-law, father-in-law, guardian, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild) a nurse may request four (4) consecutive days leave of absence from regularly scheduled hours not worked commencing from the date of death for the purpose of attending the funeral. Spouse for the purpose of compassionate leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex.
- (b) A leave of absence without loss of pay for one (1) day will be granted on the day of the funeral or memorial service of an employee's direct aunt, uncle, niece or nephew. For clarity, this does not include aunts, uncles, nieces, or nephews, by marriage.

- (c) In recognition of the various personal relationships and responsibilities which exist among different families no fixed amount of leave has been established.
- (d) It is recognized that the requirements of a nurse can vary; therefore, the leave of absence from regularly scheduled hours will be granted with pay, however, an appropriate deduction from accumulated sick leave will be made for all regularly scheduled time taken after the fourth consecutive day provided this will not deplete the employee's sick leave credits below 90 hours. Any such leave will be taken in accordance with Articles B.5.01 and B.5.02.
- (e) Compassionate leave benefits for part time nurses will be pro-rated in accordance with article F.1.0.6. (b).

12.03

(a) Pregnancy/Parenting Leave

A nurse with thirteen (13) weeks or more of continuous service shall be granted pregnancy leave up to seventeen (17) weeks duration without pay and should the nurse elect, a consecutive maximum of thirty-five (35) weeks Parenting Leave of Absence without pay.

(b) Parental Leave

A nurse planning to adopt a child will notify the Supervisor and keep the Supervisor informed of the progress of the application. Providing that the nurse has thirteen (13) weeks or more of continuous service they will be granted an Adoption Leave of up to thirty-seven (37) weeks within thirty-five (35) weeks after the child is born or comes into care of the parent.

- (c) Notwithstanding the foregoing, pregnancy, parental and adoption leave of absence shall be administered with the provisions of the Employment Standards Act.

12.04

Educational Leave

- (a) Educational leaves of absence without loss of seniority or salary may be granted to any nurse to enrol in post graduate certificate or degree courses or other educational or research programmes at the discretion of the immediate Supervisor.
- (b) Notwithstanding the provisions of (a) above the Employer is prepared to take into consideration such policies as may from time to time be approved by the President and Chief Executive Officer relative to continuing a nurse on salary, paying reasonable travel and living expenses or some combination of these expenses during the period of her/his attendance on an approved course.

12.05

(a) President, O.N.A.

Upon application in writing by the Union to the Employer on behalf of a nurse, a leave of absence shall be granted to a nurse elected to the Office of President of the Ontario Nurses' Association for the duration

of her/his term. During the leave of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the employer of her/his intention to return to work at least four (4) weeks prior to the date of return.

- (b) Not more than two duly appointed delegates of the chartered local at one time shall be granted leave of absence without pay to attend conventions and/or meetings of the Union. A third representative may also request leave to attend the Annual Meeting subject to supervisor's approval.
- (c) Board of Directors, O.N.A.

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of eighty (80) days for a Registered Nurse or forty (40) days for a Nurse Practitioner annually to attend their official meetings. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost and applicable benefits.

A nurse taking leave under this provision shall give the Employer two (2) weeks notice prior to commencement of the leave indicating the duration of the leave. Such leave will not be unreasonably withheld but will be subject to staff availability and the continuation of the efficient operation of the Employer.

12.06 Jury and Witness Duty

The Employer shall grant leave of absence without loss of seniority to a nurse while she/he is required by the Court to serve as a juror or Crown witness or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties. The Employer shall pay such a nurse the difference between her/his normal earnings and the payment she/he receives for jury duty or as a Crown witness, excluding payment for travelling, meals or other expenses. The nurse will present proof of service and the amount of pay received on a form supplied by the Court.

ARTICLE 13 - HEALTH PROGRAMME

- 13.01 (a) Periodic health examinations may be scheduled by the Employer. These examinations may include chest x-rays and/or tests for tuberculosis as specified in Clause 56 of the General Regulations under the Public Hospitals Act.

Nurses will have the privilege of examination by their family physician except for pre-employment physical.

- (b) All nurses will have a base line physical performed at the Group Health Centre.

13.02 Immunization, X-Ray and Laboratory Procedures

A nurse who, in the opinion of a physician, requires any of these procedures for any purpose specifically related to her/his work will have the services provided or when necessary, paid for by the Employer when they are not available through some public authority or through insurance in force on the nurse.

ARTICLE 14 - MISCELLANEOUS

14.01 The Employer will provide space on a designated bulletin board upon which the Union shall have the right to post notices of meetings and other notices which may be of interest to the nurses providing, however, no material shall be displayed which in the opinion of the Employer is detrimental to its interests.

14.02 A copy of this Agreement will be issued by the Employer to each nurse. All costs involved in the preparation of the Agreement will be shared equally by the Union and the Employer.

14.03 A car allowance at \$0.44/km will be effective upon ratification.

14.04 Malpractice/Professional Liability Insurance

The Employer agrees to communicate to Registered Nurses and Nurse Practitioners information on the Malpractice/Professional Liability Insurance carried by the Employer. This will be done on a yearly basis and communicated to new staff at the time of hiring.

ARTICLE 15 - NOTICE OF TERMINATION

15.01 On resignation the nurse shall give to the Employer the following notice served personally or by Registered Mail except in extenuating circumstances:

- (a) two (2) weeks notice if the nurse's period of employment is less than one (1) year;
- (b) three (3) weeks notice if the nurse's period of employment is two (2) years or more.

ARTICLE 16 - PROFESSIONAL RESPONSIBILITY

16.01 In the event that the Employer assigns a workload to an individual nurse or group of nurses such that she/he or they have cause to believe that she/he or they are being asked to perform work that is not consistent with proper patient care, she/he or they shall:

- (a) i) Complain in writing to the Nurse Management Consultation Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Nurse Management Consultation Committee shall convene a meeting of the Nurse

Management Consultation Committee within fifteen (15) 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 Nurse Management Consultation Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen 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 registered nurses shall act as Chairperson.
 - iii) The Assessment Committee shall set up a date to conduct a hearing into the complaint within fifteen (15) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix 1.

The parties agree that should a Chairperson be required, the Employer and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she/he would not be suitable due to connections with the Employer or community, the next person on the list will be approached to act as Chairperson.

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

ARTICLE 17 - ASSIGNMENT OF BARGAINING UNIT WORK

- 17.01 Employees excluded from the bargaining unit shall not perform work normally performed by the nurses in the bargaining unit except for the purpose of instruction, experimenting, or emergencies when regular employees are not available. This restriction does not apply to overlapping work as Physician's Assistants currently performed by Registered Practical Nurses.

ARTICLE 18 - CONTRACTING OUT

- 18.01 The parties agree for the term of this Agreement there shall be no contracting out by the Employer of work or services of a kind now performed by employees covered by this Agreement.

ARTICLE 19 - DURATION OF AGREEMENT

- 19.01 This Agreement shall remain in force from the 1st day of January 2008 until the 31st day of March 2011 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of termination of or proposed revision, addition or deletion to the Agreement or any of its provisions. Such notification will be made within a period of not more than ninety (90) days prior to the expiration date of this Agreement, or any anniversary date of such expiration date.

- 19.02 Arbitration

In the event that the Union or Employer elects to modify or amend this Agreement and give notice to bargain in accordance with the Agreement, the parties agree that the Union or Employer may at any time after notice to bargain, invoke the provisions of Section 40 of the Labour Relations Act by notifying the other party in writing of its desire to submit to arbitration the negotiation of a new Agreement. The notice shall contain the name of their appointee to an Arbitration Board. The other party shall within five (5) days thereafter advise the Applicant of the name of its appointee to the Arbitration Board. The notice of desire to submit to arbitration by either party read in conjunction with this Article shall create an irrevocable agreement in writing to refer all matters remaining in dispute between the parties to Arbitration as contemplated by Section 40, notwithstanding the expiry of this Collective Agreement.

The two (2) appointees so selected shall appoint within five (5) days of the appointment of their respective appointee a third person who shall be chairman. If either party fails to appoint an appointee or if the two (2) appointees fail to agree upon a chairman, the appointment shall be made in either event by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the matter and shall issue a decision setting forth the new Collective Agreement and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the chairman shall govern.

Each of the parties shall bear the expense of the appointee appointed by or for it and the parties shall share equally the expense, if any, of the chairman. If a person ceases to be a member of the Board of Arbitration by reason of his resignation, death or otherwise before it has completed its work, the party shall within five (5) days appoint a new member in his place provided that if the chairman is unable to carry out his duties a new chairman shall be appointed in accordance with the provisions of this article within five (5) days of his withdrawing.

The Board of Arbitration shall examine into and decide on matters that are in dispute and any other matters that appear to the Board necessary to be decided in order to conclude a Collective Agreement between the parties.

In the event that the provisions of this Article are invoked then the provisions of this Collective Agreement shall remain in full force and effect beyond the expiry date of the new Collective Agreement until the effective date of the new Collective Agreement is determined by the Board of Arbitration. The Board of Arbitration shall provide that the new Collective Agreement shall be fully retroactive to the expiry date of the previous Agreement.

SIGNING PAGE

IN WITNESS WHEREOF the parties hereto have signed this Agreement, made and entered into this 4th day of September, 2008.

FOR THE EMPLOYER

Irwin Angelo

Ante D

Alcott

Jackie Nemy

Jackie Nemy

FOR THE UNION

[Signature]
Labour Relations Officer

Elsie Ivi

Lisa Dallaire

[Signature]

[Signature]

SCHEDULE "A"**A. 100 WAGES**

A. 1. 01 The following salary scale will be in effect on the following dates:

| | 2% | 2% | 2% | 2% | 2% | 2% |
|-------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Registered Nurse | Apr 1, 2008 | Oct 1, 2008 | Apr 1, 2009 | Oct 1, 2009 | Apr 1, 2010 | Oct 1, 2010 |
| Year 1 | 26.02 | 26.54 | 27.07 | 27.61 | 28.17 | 28.73 |
| Year 2 | 27.75 | 28.31 | 28.88 | 29.45 | 30.05 | 30.65 |
| Year 3 | 29.50 | 30.09 | 30.69 | 31.30 | 31.93 | 32.57 |
| Year 4 | 31.23 | 31.86 | 32.49 | 33.14 | 33.81 | 34.48 |
| Year 5 | 32.97 | 33.63 | 34.30 | 34.99 | 35.69 | 36.40 |
| Year 6 | 34.70 | 35.39 | 36.10 | 36.82 | 37.56 | 38.31 |

| | 2.5% | 3% | 2.5% | 3% | 2.5% | 3% |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Nurse Practitioner | Apr 1, 2008 | Oct 1, 2008 | Apr 1, 2009 | Oct 1, 2009 | Apr 1, 2010 | Oct 1, 2010 |
| Year 1 | 34.18 | 35.21 | 35.91 | 36.99 | 37.73 | 38.86 |
| Year 2 | 35.98 | 37.06 | 37.80 | 38.94 | 39.72 | 40.91 |
| Year 3 | 37.88 | 39.01 | 39.79 | 40.99 | 41.81 | 43.06 |
| Year 4 | 39.87 | 41.07 | 41.89 | 43.14 | 44.01 | 45.33 |
| Year 5 | 41.97 | 43.23 | 44.09 | 45.41 | 46.32 | 47.71 |
| Year 6 | 44.23 | 45.55 | 46.69 | 48.09 | 49.29 | 50.77 |

Yearly

| | 2.5% | 3% | 2.5% | 3% | 2.5% | 3% |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Nurse Practitioner | Apr 1, 2008 | Oct 1, 2008 | Apr 1, 2009 | Oct 1, 2009 | Apr 1, 2010 | Oct 1, 2010 |
| Year 1 | 66,913 | 68,920 | 70,298 | 72,407 | 73,856 | 76,071 |
| Year 2 | 70,434 | 72,547 | 73,998 | 76,218 | 77,743 | 80,075 |
| Year 3 | 74,141 | 76,366 | 77,893 | 80,230 | 81,834 | 84,289 |
| Year 4 | 78,044 | 80,385 | 81,993 | 84,452 | 86,141 | 88,726 |
| Year 5 | 82,151 | 84,616 | 86,308 | 88,897 | 90,675 | 93,395 |
| Year 6 | 86,572 | 89,169 | 91,398 | 94,140 | 96,493 | 99,388 |

A. 1. 02 The rates for nurses who hold a Provisional or Temporary Certificate of Registration shall be \$40.00 per month less than the rate in A. 1. 01.

Part-time will be calculated on percentage of full-time equivalent.

A. 2. 00 RELIEVING IN A HIGHER GRADE

A. 2. 01 A nurse who is detailed to relieve a Supervisor for one or more shifts shall be paid an additional \$1.20 per hour for the whole period of relief.

A.2.02 A nurse who successfully applies for a position with additional responsibilities, for example 'Coordinator', shall be paid an additional \$1.20 per hour.

A. 3. 00 PREVIOUS EXPERIENCE

A. 3.01 Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the employer by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the employer will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid.

A. 4. 00 PAY DAYS

A. 4. 01 Pay days shall be every second Friday. Should a Paid Holiday fall on that day then the preceding day shall be payday.

A. 4. 02 The Employer will show on the cheque stub the hours worked, the nurse's gross earnings, date of pay period, all deductions, and net earnings.

- A. 4. 03
- (a) To qualify for payment as a registered nurse proof of registration must be presented.
 - (b) The registered nurse will provide proof of registration to the Supervisor by February 15 of each year. Failure to present proof will result in the nurse reverting to the salary status of a nurse who holds a Provisional Certificate or Temporary Certificate of Registration as referred to in Article A1.02. Reinstatement to the status of registered nurse will be effective from the date of presentation of proof of registration to the Supervisor.

SCHEDULE "B"**HOURS OF WORK**

The Employer does not guarantee to provide employment or work for normal hours or for any other hours.

B. 1. 00 NORMAL HOURS

- B. 1. 01 The normal hours of work for full time nurses covered by this Agreement shall be thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day.
- B. 1. 02 Any full time nurse required to work on Saturday as part of her/his regular scheduled hours shall receive four (4) consecutive hours off during that week. The requirement to work Saturday will be distributed as equally as possible.
- B. 1. 03 Notwithstanding the limits on normal hours set out in B. 1. 01 above, the following exceptions shall apply:
- (a) if the demands of space, workload, doctors' scheduling or other demands of operation require an extension of normal hours, the Employer reserves the right to change normal hours after consultation with the Union.
- B. 1. 04 At least one-half (1/2) hour unpaid time will be allowed for lunch and one-half (1/2) hour unpaid time will be allowed for dinner when possible when a nurse is required to work the evening shift.
- B. 1. 05 A fifteen (15) minute rest period shall be allowed mornings and afternoons. The time allowance from the workstation shall not exceed fifteen (15) minutes.
- B. 1. 06 Cancellation of Nurses
- (a) the employer will notify a nurse of a change in the work schedule by five (5) p.m. the day before the nurse is to report for work.
- (b) A full-time or regular part-time nurse who is cancelled will be given the opportunity to bump the least senior casual nurse whose work she is qualified to perform where the impact on continuity of care is minimal.
- (c) If the nurse is cancelled without proper notice as outlined in (a) and (b) does not apply, the cancelled nurse shall be paid a minimum of three (3) hours' pay at her/his regular hourly rate.
- (d) The casual nurse who is cancelled without proper notice shall be entitled to a minimum of three (3) hours' pay at her/his regular hourly rate.

B.1.07 Normal hours of work per week for the Nurse Practitioner will be the same as for the other full-time nurses. However, because of the nature of the work, there will be flexible scheduling of hours in accordance with her/his patient load. The Nurse Practitioner will adjust her/his schedule to compensate for the variations in that load. Any need for overtime compensation will be discussed with her/his immediate Supervisor.

B. 2. 00 OVERTIME

B. 2. 01 Compensation at the rate of time and one-half (1½) the nurse's hourly rate will be paid for work in excess of seven and one-half (7½) hours in any day and/or thirty seven and one-half (37 ½) hours per week when authorized by the Supervisor. Nurses employed in the position of Nurse Practitioner (RNEC) are excluded from this article.

B. 2. 02 In order to qualify for overtime pay the initial period of fifteen (15) minutes must be worked in full. Should further continuous overtime be required, such time will be paid to the nearest fifteen (15) minutes and will be computed on a daily basis.

B. 2. 03 The parties recognize that overtime is not considered a regular expectation of a position and will strive to minimize the amount of overtime worked. Where it is determined that a nurse is regularly working in excess of seven and one-half (7 ½) hours per day or thirty seven and one-half (37 ½) hours per week, the employer will seek to remedy the situation.

The employer will advise the union of their intent to discuss with a nurse the options for eliminating overtime in her/his position. This may include agreements for flex hours. The Union will be party to any agreements under this clause.

Should a mutually agreeable arrangement not be obtained, the employer reserves the right to rearrange the work in a manner that does not result in overtime.

B. 3. 00 ON CALL/STANDBY

B. 3.01 Nurses required to be on call shall be paid at a rate of \$1.50/hour.

B. 3.02 A nurse will be paid at rate of time and one-half (1 ½) the nurse's hourly rate for work in excess of seven and one-half (7 ½) in any day.

B. 4.00 FAMILY HEALTH WORKERS

B. 4.01 Any weekend hours will in normal situations be pre-determined. Family Health Workers will notify their Supervisor of their intention to provide a service to a patient on a weekend.

B. 4.02 The Family Health Worker will remain responsible for determining whether or not an emergency situation(s) arises and she/he must work the weekend, where work was not pre-determined.

B. 5.00 MISCELLANEOUS

B. 5. 01 It is the responsibility of each nurse to promptly report to her/his Supervisor situations which affect their scheduling and/or their work.

B. 5. 02 When a nurse is unable to report for work or will be late for work, she/he will give as much notice as possible to her/his Supervisor.

B. 5. 03 While it is the prerogative of the Employer to prepare schedules it will make every effort to minimize the incidence of short notice of schedule changes. The Employer undertakes that wherever possible, schedules will be posted two weeks in advance.

B. 6. 00 Technological Change

B. 6. 01 The Employer will notify the Union in advance, so far as practical, of any technological change(s) which is introduced and will significantly change the status of the nurse.

B. 6. 02 The Employer will discuss with the Union ways and means of minimizing adverse effects, if any such change may have, on the nurse concerned.

B. 6. 03 Technological change shall mean the introduction of technological equipment or a change in work methods directly resulting from the implementation and utilization of technological equipment.

B. 6. 04 An employee shall be deemed to be adversely affected if the technological equipment to be used by an incumbent or the resulting work methods affects their ability to carry out the job functions and responsibilities of the job as established prior to its introduction.

B. 6. 05 Where new skills are required due to the introduction of technological change, the Employer shall attempt to provide the necessary training and development in order that the incumbent can continue the duties of the job. Consideration will be given by the Employer to the degree of development required, time constraints for filling the position and obtaining the new skills. Whenever possible, the training shall be given during regular working hours.

B. 6. 06 Should a nurse be laid off due to technological change, the nurse will be advised at the earliest reasonable time and Article 11.03 and 11. 04 will apply.

SCHEDULE "C"**SICK LEAVE****C. 1. 00 ACCUMULATION AND PAYMENT OF CREDITS**

C. 1. 01 A nurse after successfully completing her/his probationary period shall accumulate eleven and one-quarter (11.25) hours of sick leave credits per 163 hours paid, effective from the original date of hire. The nurse may be required to verify that her/his absence was due to illness by submitting a doctor's certificate or other suitable verification if requested by the Employer. Such sick leave will be accumulated to a maximum of 1050 hours or 140 days.

C. 1. 02 Sick leave credits are payable at a rate equal to the nurse's regular earnings when she/he is absent from work due to illness or injury until her/his accumulated sick leave credits have been utilized. In the event that the illness or injury is compensable under the Workers' Compensation Board, deductions will be made from sick leave credits in accordance with SICK LEAVE C. 1. 03.

C. 1. 03 Nurses who are eligible for Workers' Compensation Board payments for time lost will be paid by the Employer an amount equal to the difference between these payments and their regular expected wages. In such cases, there will be a deduction from the accumulated sick leave in an amount equal to the difference between the nurse's regular rate and the amount received from the Workers' Compensation Board.

C. 1. 04 After ten (10) years or 19,575 hours seniority a nurse, on termination, will be paid an amount equal to 50% of the accumulated sick leave standing to her/his credit to a maximum of 120 days. When a nurse is discharged for just cause or fails to comply with 15:01 she/he may not be entitled to sick leave payout.

C. 2. 00 SPECIAL PAID LEAVE

C. 2. 01 On and after July 1st, 1975 a nurse having completed at least six (6) years of continuous service who has, at January 1st or July 1st of any year, more than 900 hours of accumulated sick leave to her/his credit may elect to take one special paid leave in that or the following calendar year equal to one-third of her/his credited sick leave days in excess of 900 hours provided that her/his sick leave credits shall be reduced as of the commencement of such paid leave by three (3) days for each day of special paid leave, and further provided that:

- (a) a nurse having qualified once for special paid leave shall become entitled to elect such leave once again as of any January 1st or July 1st, that is two (2) more years after

the preceding qualification date and on which she/he shall then have at least 120 days of accumulated sick leave to her/his credit;

- (b) a nurse who has qualified for a special paid leave and who, prior to the commencement of such leave, shall have used any days of sick leave for the purpose of a verified illness, may elect by written notice to the immediate Supervisor to defer her/his qualification date for such leave, and having so elected, her/his qualification date shall be changed to the next January 1st and July 1st that she/he shall have accumulated more than 120 days of sick leave credits;
- (c) Except by mutual consent, a special paid leave shall be taken in no more than two (2) portions;
- (d) The scheduling of annual vacations will take precedence over the scheduling of a special paid leave(s). Following April of each year employees entitled to special paid leave may select the period(s) of leave in conjunction with outstanding vacation and in a manner consistent with E. 2. 00.
- (e) Scheduling of paid leave shall be subject to the reasonable staffing requirements of the Employer and shall otherwise conform to the conditions governing scheduling of annual vacations.

C. 3. 00 Return to Work

- C. 3. 01 (a) Provided they are able to return, nurses will return from sick leave or from W. S. I. B. benefits to their former positions.
- (b) The Employer will notify the Bargaining Unit President of the ONA bargaining unit of the name of any nurse who is off work due to a work-related injury or a claim under the LTD plan.
- (c) Prior to any nurse returning to work on a modified work programme, the Employer will notify the Bargaining Unit President of the ONA bargaining unit of the name of any such nurse and will meet with the nurse, a member of the local Union executive, and a staff representative of the Union to discuss the modified work programme. The unavailability of the ONA staff representative will not delay such meeting nor delay the return to work of the nurse.
- (d) The Employer agrees to provide the nurse and the president of the local union executive a copy of Form 7 at the same time it is forwarded to the Workers' Safety and Insurance Board.

SCHEDULE "D"**BENEFIT PLANS****D. 1. 00 GROUP LIFE INSURANCE**

- D. 1. 01 The Employer agrees to maintain group life coverage on all nurses covered by this Agreement in a principal sum of the nearest one thousand dollars (\$1,000) above their annual salary at no cost to the nurses.

D. 2. 00 PENSION PLAN AND LONG TERM DISABILITY

- D. 2. 01 (a) a long-term disability plan equivalent to that provided by a contract effective April 1, 1974 with the North American Life Assurance Company;

The plan provides a benefit equivalent to 60% of monthly earnings subject to a maximum of \$3,000 per month. Benefits commence following a 120 day elimination period.

- (b) Nurses enrolled in the Group Health Centre's pension plan shall maintain their enrolment in HOOPP subject to its terms and conditions. New nurses not yet eligible for membership in the plan shall as a condition of employment enrol in HOOPP when eligible in accordance with its terms and conditions.
- (c) If possible, nurses will provide the Employer with sixteen (16) weeks written notice prior to commencement of retirement.

D. 3. 00 OTHER COVERAGE

- D. 3. 01 For those employees who regularly work seventy-five percent (75%) or more of regular full time hours, the Employer will provide:

- (a) the employer will pay the Employee Health Tax;
- (b) payment of 100% of the appropriate premium of an out of country emergency travel assistance plan;
- (c) payment of 100% of the premium or benefit of a prescription drug plan;
- (d) payment of 100% of the premium or benefit for an optical plan. The optical plan provides eye glasses or \$150. 00 towards contact lenses (maximum \$30. 00 for frames).

In addition to the above vision care will include one eye exam per insured person every 24 months when the exam is provided at the Group Health Centre.

- (e) payment of 100% of the premium for a dental plan equivalent to Blue Cross Plan No. 9, effective on date of ratification ODA fee schedule will be based on the current less two years ODA rates. A rider will be added to the plan to provide for crown and bridge benefits of 50% co-insurance, shared risk basis.
- (f) Extended Health Care benefits includes physiotherapy (maximum \$250/insured person annually) when the service is provided at the Group Health Centre.

D. 3. 02 The Employer will provide a benefit plan to all nurses upon application and as of October 1, 1987, notification regarding the specific plan will be made available within sixty (60) days of the effective date.

D. 3. 03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter.

SCHEDULE "E"**PAID HOLIDAYS AND VACATIONS****E. 1. 00****PAID HOLIDAYS**

E. 1. 01 Nurses within the scope of this Agreement shall be paid a normal day's pay at their regular rate for each of the following Paid Holidays:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Civic Holiday | Dominion Day |

E. 1. 02 In the event that any of the Paid Holidays stated above fall on a Saturday or a Sunday a day will be substituted which will be selected by mutual agreement between the Employer and the Union. In the event that mutual agreement cannot be reached the final decision will be determined by the Employer.

E. 1. 03 In addition to holidays specified in E. 1. 01 each nurse shall be entitled to one (1) day off in recognition of both her/his birthday and Remembrance Day, for a total of two (2) days. Any such holiday will be taken on a mutually agreeable day during the calendar year in which the birthday falls, providing it is scheduled by September 1st of that year. If the day is not scheduled by that date, it will be assigned by the Supervisor.

E. 1. 04 (a) To qualify to be paid for a scheduled Paid Holiday a nurse must work her/his regular shift before and after such holiday unless she/he is on vacation, sick leave or regularly scheduled day off.

(b) A nurse normally scheduled to work may be paid for the Paid Holiday listed in Article E. 1. 01 for which they qualify that fall within the first week of an unpaid leave of absence. If the period of leave exceeds one (1) week, there will be no payment for any Paid Holidays falling during that leave.

E. 1. 05 The Employer agrees to distribute as equally as possible among nurses long weekends which occur as a result of Paid Holidays falling on a Friday or Monday.

E. 1. 06 Nurses required to work on any of the Paid Holidays in E. 1. 01 above shall be paid at the rate of time and one-half their regular rate in addition to a day's pay as provided in E. 1. 01 above or time off in lieu at a time mutually agreeable to the nurse and the supervisor.

- E. 2.11 Nurse Practitioners with three (3) years of continuous services, but less than fourteen (14) years of continuous service shall be entitled to five (5) weeks annual vacation with pay.
- E. 2.12 Nurse Practitioners with fourteen (14) years of continuous services, but less than twenty-two (22) years of continuous service shall be entitled to six (6) weeks annual vacation with pay.
- E. 2.13 Nurse Practitioners with twenty-two (22) years or more of continuous services shall be entitled to seven (7) weeks annual vacation with pay.
- E. 2.14 When a nurse's employment is terminated for any reason other than for just cause, or when insufficient notice is given as specified in Article 15, payment for vacations earned but not taken will be paid.
- E. 2.15 A nurse who is hired between January 1, and June 30 may elect to utilize up to 50% of her accumulated vacation before December 31 during her first year of employment at a time mutually agreeable to by the nurse and supervisor. Vacation entitlement in the second year of employment will be reduced by the amount of vacation taken in the first year.

SCHEDULE "F"**ADDENDUM FOR REGULAR PART TIME AND CASUAL****PART TIME NURSES****F. 1. 00 REGULAR PART TIME NURSES**

All articles in the Collective Agreement covering full time nurses are applicable to regular part time nurses except as follows:

F. 1. 01 Vacations

Vacation pay will be paid in an amount calculated as follows:

- (a) Nurses with one year or more of continuous service but less than three (3) years of continuous service shall be paid 6% of her/his previous year's earnings.
- (b) Nurses with three (3) years of continuous service but less than fourteen (14) years of continuous service shall be paid 8% of her/his previous year's earnings.
- (c) Nurses with fourteen (14) years or more of continuous service shall be paid 10% of her/his previous year's earnings.
- (d) Nurses with twenty-two (22) years or more of continuous service shall be paid 12% of her/his previous year's earnings.
- (f) Nurses Practitioners with one year or more of continuous service but less than three (3) years of continuous service shall be paid 8% of her/his previous year's earnings.
- (g) Nurses Practitioners with three (3) years of continuous service but less than fourteen (14) years of continuous service shall be paid 10% of her/his previous year's earnings.
- (h) Nurses Practitioners with fourteen (14) years or more of continuous service shall be paid 12% of her/his previous year's earnings.
- (i) Nurses Practitioners with twenty-two (22) years or more of continuous service shall be paid 14% of her/his previous year's earnings.

F. 1. 02 Paid Holidays

- (a) For Paid Holidays not worked an amount will be paid equal to the average for the nurse's daily earnings

exclusive of overtime for the days worked in the thirteen (13) week period immediately preceding the Paid Holiday.

- (b) An appropriate deduction from the amount calculated in F. 1. 02 (a) will be made for the amounts paid for Paid Holidays on which the nurse was required to work.
- (c) When a nurse is required to work Saturday or Sunday she/he shall be paid the greater of four (4) hours at her/his regular rate or for the hours actually worked.
- (d) When a nurse is required to work a Paid Holiday she/he shall be paid time and one-half for the hours worked plus her/his regular day.

F. 1. 03 Probationary Period

A newly employed regular part time nurse shall be considered probationary for the first 490 hours worked from her/his last hiring date. The probationary period will be waived for those nurses who came from the casual pool if the 490 hours has been obtained in the immediately preceding eight (8) months.

F. 1. 04 Seniority

A regular part time nurse on the successful completion of the probationary period shall, retroactive to her/his last date of hiring, accumulate seniority on the basis of one (1) year for each 1957.5 hours paid.

F. 1. 05 Transfer From Full Time to Part Time

On transfer from full time to regular part time and vice versa a nurse shall retain her/his accumulated sick leave to be utilized during her/his regular part time employment. Further accumulation of sick leave shall be on the basis of two days per period worked equivalent to one-twelfth (1/12) of the Annual Total Normal Full Time Hours.

F. 1. 06 Health and Welfare

- (a) Life Insurance: The Employer agrees to maintain group life coverage on all regular part time nurses covered by this Agreement in a principal sum of the nearest one thousand dollars (\$1,000) above twice their estimated annual salary at no cost to the nurse.
- (b) Other Coverage: The benefits and conditions of clause D. 3. 01 apply to regular part time nurses but will be prorated in the following manner:

The hours paid to the individual regular part time nurses during the preceding calendar year will be expressed as

a percentage of the regular full time hours scheduled in the same period. The percentage will then be applied to

the cost to obtain the nurse's benefit.

For new nurses or nurses taking a new position, an estimate of four (4) months expected hours to be worked will be used in the calculation.

F. 2. 00 CASUAL PART TIME NURSES

F. 2. 01 The Collective Agreement covering full time nurses is applicable to casual part time nurses except for the following articles and clauses:

Article 11: 11. 01, 11. 03, 11. 04, 11. 06, 11. 07

Article 12

Article 15

Schedule "A": 1. 00, 3. 00

Schedule "B": 1. 02, 1. 03

Schedule "C"

Schedule "D"

Schedule "E"

Schedule "F": 1. 00

F. 2. 02 Paid Holidays and Weekends

- (a) When a casual part time nurse is required to work on a Paid Holiday as defined for a regular full time nurse she/he shall be paid time and one-half for the hours worked or four (4) hours at her/his regular rate, whichever is the greater.
- (b) When a casual part time nurse is required to work on a Saturday or Sunday, she/he shall be paid the greater of four (4) hours at her/his regular rate or for the hours actually worked.

F. 2. 03 Seniority

- (a) Casual part time nurses, except as excluded in Article F. 2. 01, shall accumulate seniority on the basis of hours worked. Nurses who do not work for a period exceeding six (6) consecutive calendar months will lose their seniority standing.

Seniority gained by casual nurses will be recorded on a separate list.

- (b) Seniority lists shall be posted at the same time as the lists covered by 11. 01 showing total hours worked.
- (c) A full-time or part-time nurse who transfers to a casual bargaining unit position will retain seniority only for

purposes of applying to a full time or part time job posting.

F. 3. 00 VACATION PAY - CASUAL PART TIME NURSES

F. 3. 01 Casual nurses will be paid vacation pay on the basis of 6% of the previous year's earnings.

APPENDIX 1**LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE
CHAIRPERSONS**

The following nurses have allowed their name to stand as Chairpersons - Nursing Assessment Committee Chairpersons.

1. Ms. M. Elizabeth Ada
Director, Human Resources
Algonquin College of Applied Arts and Technology
1385 Woodroffe Avenue
NEPEAN, ON K1S 0C5
2. Ms. Patricia Lang
Vice-President
Georgian College of Applied Arts & Technology
One Georgian Drive
BARRIE, ON L4M 3X9
3. Ms. Darlene Steven
Associate Professor, School of Nursing
Lakehead University
955 Oliver Road
THUNDER BAY, ON P7B 5E1

LETTER OF UNDERSTANDING

Between:

SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION

And:

ONTARIO NURSES' ASSOCIATION

Re: Retirement Benefits

A nurse who is fifty-five (55) years of age and with twenty (20) years of seniority shall become eligible to receive the following retirement benefits: Dental, Prescription Drugs.

The Centre will pay 100% of the costs to provide the retirement benefits.

Retirement benefit coverage is available to the nurse providing the nurse is without accessibility to coverage elsewhere and is in receipt of a Group Health Centre pension.

A nurse will remain eligible until she/he is sixty-five (65) years of age or has accessibility to coverage under any other plan.

DATED AT SAULT STE. MARIE, ONTARIO THIS 4th DAY OF September, 2008.

FOR THE EMPLOYER

FOR THE UNION

Teresa D'Angelo

[Signature]

Labour Relations Officer

[Signature]

Elsie Iwie

[Signature]

Lisa Ballou

[Signature]

[Signature]

Jackie Domy

[Signature]

LETTER OF UNDERSTANDING

Between:

SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION

And:

ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

The introduction of job sharing arrangements will be subject to mutual agreement between the Union and the Employer. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

DATED AT SAULT STE. MARIE, ONTARIO THIS 9th DAY OF September, 2008.

FOR THE EMPLOYER

FOR THE UNION

Teresa d'Angelo

[Signature]
Labour Relations Officer

[Signature]

Elsie Ivic

[Signature]

Lea Dalland

[Signature]

[Signature]

Jackie Demy

[Signature]
Ed Payne