

COLLECTIVE AGREEMENT

Between:

THE BOARD OF HEALTH FOR THE PETERBOROUGH COUNTY-CITY HEALTH UNIT
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Expiry Date: SEPTEMBER 30, 2009

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE 1 – PURPOSE | 1 |
| ARTICLE 2 – RECOGNITION | 1 |
| ARTICLE 3 - MANAGEMENT RIGHTS..... | 1 |
| ARTICLE 4 – RELATIONSHIPS..... | 1 |
| ARTICLE 5 - NO STRIKES OR LOCKOUTS | 2 |
| ARTICLE 6 - UNION REPRESENTATION | 2 |
| ARTICLE 7 - CHECK-OFF OF UNION DUES | 3 |
| ARTICLE 8 - COMPLAINTS AND GRIEVANCES | 4 |
| ARTICLE 9 – SENIORITY | 6 |
| ARTICLE 10 - HOURS OF WORK AND WORKING CONDITIONS | 8 |
| ARTICLE 11 - LEAVE OF ABSENCE | 11 |
| ARTICLE 12 - VACATIONS AND PAID HOLIDAYS | 18 |
| ARTICLE 13 - SICK LEAVE | 20 |
| ARTICLE 14 - BENEFIT PROGRAMS..... | 23 |
| ARTICLE 15 - TRANSPORTATION REIMBURSEMENT | 25 |
| ARTICLE 16 - RATES OF PAY AND CLASSIFICATIONS | 25 |
| ARTICLE 17 - INTEREST ARBITRATION..... | 26 |
| ARTICLE 18 - PROFESSIONAL RESPONSIBILITY | 27 |
| ARTICLE 19 - ON CALL / CALL-IN | 27 |
| ARTICLE 20 - MISCELLANEOUS..... | 28 |
| ARTICLE 21 - DURATION & RETROACTIVITY | 28 |
| APPENDIX “A” | 30 |
| SALARY SCHEDULES..... | 30 |
| APPENDIX “B” | 35 |
| DENTAL PLAN | 35 |
| LETTER OF UNDERSTANDING | 36 |
| Re: Employee Assistance Program | 36 |
| LETTER OF UNDERSTANDING | 37 |
| Re: Early Retirement | 37 |
| LETTER OF UNDERSTANDING | 38 |
| Re: Pay Period | 38 |
| LETTER OF UNDERSTANDING | 39 |
| Re: Technological Change | 39 |
| LETTER OF UNDERSTANDING | 40 |
| Re: Potential Consolidations, Mergers, Amalgamation, Integration or Reconfiguration | 40 |
| LETTER OF UNDERSTANDING | 41 |
| Re: Vacation “Red Circled” Nurses | 41 |

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Union, to provide machinery for prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and salaries for all nurses who are subject to the provisions of this Agreement and to maintain where possible, a mutually harmonious and satisfactory relationship. It is recognized that both the nurses and the Employer wish to continue to co-operate to provide the best community services.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all registered and graduate nurses employed by the Board of Health for the Peterborough County-City Health Unit, save and except supervisors, persons above the rank of supervisor, and students.
- 2.02 All references to officers, representatives, and committee members of the Union in this Agreement shall be deemed to mean officers, representatives, and committee members of the Union's duly chartered Local namely "Local 003 - Ontario Nurses' Association". All correspondence sent by the Employer to the Union shall be sent to such chartered Local.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, transfer, classify, promote, demote or discipline nurses provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) generally to manage the Health Unit.
- 3.02 These functions shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – RELATIONSHIPS

- 4.01 Neither party to this Agreement nor representatives of the parties shall discriminate against any nurse because of the nurse's participation in or lack of participation in the Union.
- 4.02 The Union shall not solicit membership or hold meetings during working hours except with the consent of the Medical Officer of Health or Director of Administrative Services.

- 4.03 (a) The Employer, the Union and employees covered by Article 2.01 shall abide by the terms of the Human Rights Code (Ontario) in respect of all matters covered by this Collective Agreement.
- (b) Residence which is not pertinent to the performance of work shall not be considered in hiring, placement, promotion or salary determination or other terms of employment.
- 4.04 The Employer shall provide a bulletin board for the sole use of the Union to post meeting notices, workshops, education matters and other Union related matters.
- 4.05 Sufficient copies of this Agreement in mutually suitable form will be prepared either by the Employer or the Union and will be issued by the Union to each nurse now employed and as employed. Costs will be shared by the Employer and the Union. Copies of the Agreement will be printed promptly upon ratification.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 During the term of this Agreement, the Employer shall not lock out, the nurse shall not engage in a strike or a slow down, and the Union shall not authorize or encourage a strike, slow down, or work stoppage.

ARTICLE 6 - UNION REPRESENTATION

6.01 Negotiating Committee

The Employer will recognize a Negotiating Committee of three (3) nurses.

Meetings will be held at times and places which are acceptable to both parties.

6.02 Grievance Committee

The Employer will recognize a Grievance Committee of up to three (3) nurses. The Union will notify the Employer of the names of the committee members.

6.03 (a) Professional Committee

A Professional Committee, composed of the Medical Officer of Health, the appropriate Director, and two (2) members of the nursing staff shall meet at the request of either party to consider matters of policy regarding nursing practice not covered in this Agreement. The party requesting the meeting shall submit an agenda of items to be discussed, with the request.

(b) Nurses shall be notified of policies and procedures not covered by specific provisions in the Collective Agreement, which directly regulate or restrict them in the course of employment.

(c) The Union shall be permitted to borrow or copy any Policy or Procedure Manual.

- 6.04 The Union may have the assistance of a representative of the Ontario Nurses' Association when negotiating with the Employer or in meeting at Step 2 and thereafter of the Grievance Procedure.
- 6.05 The Union acknowledges that its representatives have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from the appropriate Director or his/her designate and such permission shall not be unreasonably withheld.
- 6.06
- (a) Meetings involving the Grievance, Professional and Negotiating Committee shall be at times and places agreed to between the Union and the Employer. A nurse whose participation is necessary and who attends such meetings during his/her working hours shall be paid at his/her regular rate of pay.
 - (b) Only the representatives who are necessary shall attend Grievance Committee meetings.
 - (c) Subject to (d), below, the Employer is not required to compensate nurses for loss of pay in respect of meetings subsequent to notice of arbitration or attendance at arbitration hearings.
 - (d) Where the Employer and the Union agree to a meeting with a Grievance Settlement Officer, a nurse whose participation is necessary and who attends such meetings during his/her working hours shall be paid at his/her regular rate of pay.
 - (e) Meetings other than those referred to above may be arranged between the Employer and the Union at mutually agreeable times and places. A nurse whose participation is necessary and who attends such meetings during his/her working hours shall be paid at his/her regular rate of pay.

ARTICLE 7 - CHECK-OFF OF UNION DUES

- 7.01 The Employer will deduct each month from the pay due to each nurse, who is covered by this Agreement, a sum equal to the regularly monthly Union dues of each such nurse. The Union from time to time, shall notify the Employer, in writing, of the amount of such dues. The Employer will send to the Union, once a month, its cheque for the dues so deducted, along with a list of the names and Social Insurance Numbers of the nurses from whose pay deductions have been made. Such lists will also include the names of nurses who have been hired, those nurses who are on unpaid leave of absence, and those nurses who have been terminated. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 7.02 The Employer will provide each nurse with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 - COMPLAINTS AND GRIEVANCES

8.01 It is understood that a nurse and/or the Union may present a complaint at any time to the appropriate Director without recourse to the Grievance Procedure set forth hereunder. It is further understood that any failure upon the part of the Director to act or to reply to a complaint shall in no way invalidate the time limits set forth in the Grievance Procedure.

8.02 A grievance is an allegation that a nurse has been disciplined or discharged without just cause or that either party has acted contrary to this Agreement with regard to the interpretation, application or administration of one (1) or more specific provisions.

8.03 Every grievance shall:

- (a) be in writing;
- (b) contain a statement as to the matter in issue;
- (c) state in what respect the Agreement has been violated or misinterpreted by reference to a specific clause or clauses;
- (d) stipulate the nature of the relief or remedy sought;
- (e) to be filed within fifteen (15) working days (exclusive of the days of vacation for a grieving nurse) of the alleged circumstances giving rise to the grievance.

8.04 The following shall be the procedure for the handling of the grievance of a nurse:

Step No. 1

He/She shall present such grievance to the appropriate Director or delegate and he/she shall be accompanied by a member of the Grievance Committee. If a settlement satisfactory to the nurse is not reached within five (5) working days, then the second step of the Grievance Procedure may be invoked.

Step No. 2

The grievance shall be submitted to the Grievance Committee who, together with the grievor, may take the matter up with the Medical Officer of Health or delegate. The Medical Officer of Health shall give his/her reply within a period of five (5) working days. Failing a satisfactory settlement the Grievance Committee may invoke the third step of the Grievance Procedure, but only within a period of five (5) working days from the receipt of the reply of the Medical Officer of Health or, if no reply is received, then after the said five (5) working days. If no advice is received as to the Grievance Committee invoking the third step of the Grievance Procedure within such time, it shall be presumed that the grievance has been settled.

Step No. 3

The Grievance Committee, together with the grievor, shall present the grievance to the Chairperson of the Board of Health for the Peterborough County-City

Health Unit, or to a designated representative of the Board, and a decision shall be rendered within five (5) working days from the date of receipt of the grievance.

Should the decision be deemed unsatisfactory, or if no decision is rendered within the five (5) working days, then the Committee may, but only within a period of fifteen (15) days from the date of the decision, or within the period of twenty (20) days from the date of receipt of the grievance, invoke the arbitration provisions of this Agreement.

8.05 Arbitration

Either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first [1st] party's appointee to an arbitration board. The recipient of the notice shall within ten (10) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees shall, within ten (10) days of the appointment of the second (2nd) appointee, appoint a third (3rd) person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Ministry of Labour of Ontario upon the request of either party.

8.06 Decision of the Arbitration Board

The decision of the Arbitration Board, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any nurse affected by it. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board, and in the absence of a majority decision, the decision of the Chairperson shall be accepted as the decision of the Board.

8.07 The Arbitration Board, by its decision, shall not alter, amend or add to any part of this Agreement. Further, the Arbitration Board is not authorized to deal with any matter not covered by this Agreement.

8.08 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

8.09 Each party shall bear the expenses of its own appointee and the expenses of the Chairperson shall be shared equally by the two (2) parties.

8.10 Special Grievances

(a) Nurses shall be discharged, disciplined or suspended only for just cause. A claim by a nurse that he/she has been discharged, disciplined or suspended without just cause shall be lodged as a written grievance with the Medical Officer of Health within ten (10) calendar days of the discharge, discipline or suspension.

Step 1 of the Grievance Procedure shall be omitted in such cases.

(b) Such special grievances may be settled by confirming the Employer's action in dismissing, disciplining or suspending the nurse, or by reinstating the nurse with full compensation for the time lost, or by any other

arrangement which is just and equitable in the opinion of the conferring parties or of the Board of Arbitration if the matter is submitted to a Board.

- 8.11 The Union and the Employer may file a complaint or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not. Such grievance shall be submitted at Step 3 within fifteen (15) working days of the occurrence. If the parties are unable to resolve the matter it may be referred to arbitration. It is understood that the regular grievance procedure for an individual nurse shall not be bypassed, but a grievance common to a group of nurses may be filed by the Union. In which case it shall be submitted at Step 2 of the Grievance Procedure.
- 8.12 Any time limit referred to in the Grievance Procedure shall be exclusive of Saturdays, Sundays and Holidays observed by the Employer and scheduled days off of the aggrieved nurse.
- 8.13 Time limits at each step of the Grievance Procedure may be extended by mutual agreement of the parties, in writing.

ARTICLE 9 – SENIORITY

- 9.01 Part-time and full-time seniority lists shall be revised on December 31st of each year and posted in each of the Employer's locations no later than the last day of February of the following year. Current seniority lists will be made available to the Union upon request.

Full-Time

The seniority list for the full-time nurses shall note the date upon which the nurse last commenced full-time employment with the Board of Health for the Peterborough County-City Health Unit, but adjusted to recognize any period or periods of leave of absence in which seniority was maintained but did not accumulate.

Part-Time

The seniority list for part-time nurses shall be described in full months on the basis of each such nurse's hours of work accumulated from the date of his/her last continuous employment with the Board of Health for the Peterborough County-City Health Unit, divided by one hundred and fifty (150).

- 9.02 A nurse shall be on probation for a total of ninety (90) working days. For part-time nurses, the probationary period shall be ninety (90) working days or nine (9) months, whichever occurs first (1st).

The discharge or discipline of a nurse during his/her probationary period shall be deemed to be for just cause, and as such not be the subject of a grievance.

The Employer shall identify the areas of weakness in the nurse's performance as soon as reasonably possible or appropriate and shall provide a plan of action to assist the nurse in improving his/her performance.

- 9.03
- (a) Seniority shall be retained and accumulated by a nurse during active employment with the Employer, or when he/she is absent from work under the following circumstances:
 - i) on an approved leave of absence with pay;
 - ii) on an approved leave of absence without pay, up to a maximum of two (2) months in any one (1) calendar year;
 - iii) when absent on vacation;
 - iv) when absent and in receipt of sick leave benefits;
 - v) when absent and in receipt of the weekly benefits under the Workplace Safety and Insurance Act;
 - vi) when on Pregnancy/Parenting Leave;
 - vii) when laid off for up to twelve (12) weeks.
 - (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
 - i) when a nurse is absent and in receipt of Long Term Disability benefits;
 - ii) when laid off due to a reduction in staff for a period of up to two (2) years;
 - iii) when on approved leave of absence, up to 12 months.
 - (c) Seniority shall be lost and the nurse's employment terminated when he/she:
 - i) resigns;
 - ii) is discharged and such discharge is not reversed through the Grievance Procedure provided for herein;
 - iii) is laid off for more than two (2) years.

- 9.04
- In matters of promotions, new positions, transfers, demotions, lay-offs, and recalls, the Employer shall consider first [1st], the qualifications and job performance of the nurses and, where the qualifications and job performance of two (2) or more nurses are relatively equal, then seniority, as determined by the appropriate seniority list, will govern. In the event of a proposed lay-off at the Health Unit which is anticipated to exceed thirteen (13) weeks, the Employer will:
- (a) advise the Union as soon as reasonably possible and not less than thirty (30) days prior to such lay off, and
 - (b) meet with the Local Union's Executive Committee, to review the following:
 - i) the reasons causing the lay-off;

- ii) the service which the Health Unit will undertake after the lay off; and
 - iii) the method of implementation, including the areas of cutback and the nurses to be laid off. Any agreement between the Employer and the Union, resulting from the review of this clause, concerning the method of implementation, will take precedence over the terms of this Article.
- 9.05 Notwithstanding clause 9.04, a full-time nurse may, on notice of lay off, elect to displace a part-time nurse with less seniority, provided that:
- (a) he/she is capable of performing the work in question, and
 - (b) assurance is given to the Employer that he/she will remain in such employment until his/her former full-time position is available.
- 9.06 The Employer agrees to consider any application from a part-time nurse for a full-time position, provided he/she has the necessary qualifications, before employing a new nurse.
- 9.07 A full-time nurse, upon appointment to a part-time position, or a part-time nurse, upon appointment to a full-time position, will retain his/her seniority and vacation credits as of such date, but thereafter his/her seniority and vacation credits will accrue as applicable to his/her new status.
- 9.08 Prior to an appointment to a vacant or new position, the Employer shall post a notice of the vacancy or new position in each of the Employer's locations for a period 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 the appropriate Director.
- Copies of all job postings will be forwarded to the Local President on the day of the posting.
- 9.09 If a full-time nurse is, for health reasons, available only for part-time employment, the Employer may offer him/her continued employment on such a basis, provided work can be made available without impairing the efficiency of the Health Unit.
- 9.10 A nurse who has been laid off is, subject to Article 9.03 (c) (3), entitled to be recalled to his/her classification at the time of lay off, on the basis of seniority.
- The Employer will mail to laid off nurses, to the last address on record, copies of postings for vacancies and new positions for two (2) years from the date of lay off.

ARTICLE 10 - HOURS OF WORK AND WORKING CONDITIONS

- 10.01 (a) The following provisions are intended to define the normal hours of work and are not a guarantee of hours of work to be performed per day or per week.
- (b) i) A nurse shall be considered full-time if he/she regularly works more than twenty-four (24) hours per week;

- ii) A nurse shall be considered part-time if he/she regularly works twenty-four (24) hours per week or less;
 - iii) Whenever it is necessary to determine whether a nurse is full-time or part-time, such will be done by reference to the most recent thirteen (13) weeks (making allowance for statutory holidays and absences due to illness or disability). If the nurse works more than twenty-four (24) hours during ten (10) or more of these thirteen (13) weeks, he/she shall be considered full-time. If the nurse works twenty-four (24) hours or less during four (4) or more of these thirteen (13) weeks, he/she shall be considered part-time.
- (c) The normal hours of work shall consist of up to seven (7) hours per day [exclusive of a one (1) hour meal period], Monday through Saturday and each normal work period shall commence no earlier than 8:00 a.m. and terminate no later than 10:00 p.m.
- (d) i) Overtime is defined as hours worked in excess of seven (7) in a day (starting at 8:00 a.m.) or in excess of thirty-five (35) in a week starting at 8:00 a.m. There shall be no pyramiding of benefits under this Article. Hours which are counted as overtime once shall not be counted or included for the purpose of determining entitlement to any other overtime or premium pay. When a nurse works overtime, compensating time off at the rate of time and one-half (1½) or payment at the rate of time and one-half (1½) shall be granted. If the nurse chooses to take his/her entitlement in time off, such time off shall be arranged with the appropriate Director or his/her designate. Accumulated time off shall not exceed five (5) days. In the event the parties are unable to agree regarding time off in lieu of overtime, the nurse shall receive his/her entitlement in cash.
- ii) Any work assigned or scheduled with less than five (5) working days notice shall be paid at the rate of time and one-half (1½) provided that the nurse works his/her regular scheduled hours, if any, during the day in question.
 - iii) A shift premium of three dollars/hour (\$3.00/hour) shall be paid in respect of all hours worked between 4:30 p.m. and 8:00 a.m., except those paid at premium rates of time and one-half (1½). A shift premium of five dollars/hour (\$5.00/hour) shall be paid in respect of all hours worked on Saturday, except those paid at premium rates of time and one-half (1½).
 - iv) Work scheduled or assigned on the Saturday of a "long weekend" (a weekend in relation to which the preceding Friday and/or the following Monday is observed as a paid holiday in accordance with Article 12) shall be at time and one half (1 ½).
- (e) Subject to the Employment Standards Act, where a nurse requests alternate working hours to those stated in this Article, and where such nurse works more than seven (7) hours in a day or thirty-five (35) hours in a week as a result of his/her own request for specific time off, such time

off will be at straight time rates notwithstanding this Article. The time off will be arranged with the appropriate Director and in the event the parties are unable to agree the nurse shall receive his/her entitlement in cash.

- 10.02 (a) A part-time nurse whose hours are temporarily increased to full-time to replace a full-time nurse who is absent because of vacation, illness, accident or leave of absence under Article 11 not anticipated to exceed twelve (12) consecutive months shall retain his/her part-time status.
- (b) A nurse hired to replace a full-time or a part-time nurse who is absent because of vacation, illness, accident or leave of absence under Article 11 not anticipated to exceed twelve (12) consecutive months, or a nurse hired for a short-term project not anticipated to exceed twelve (12) consecutive months, shall be classified as temporary.

If a temporary nurse is retained by the Employer in a permanent position the nurse shall be credited with seniority and service from date of hire.

Temporary nurses may apply for vacancies posted pursuant to Article 9.08. The Employer shall offer such vacancies to qualified temporary nurses prior to hiring a new nurse.

- (c) The following provisions of the Collective Agreement do not apply to temporary nurses as defined above:
- i) Article 9, Seniority subject to Article 10.03 (b);
 - ii) Article 11, Leave of Absence, except Article 11.02, 11.03 (a), (b), (c), 11.04 and 11.06 which are applicable to temporary nurses;
 - iii) Article 12, Vacations and Paid Holidays;
 - iv) Article 13, Sick Leave;
 - v) Article 14, Benefit Programs.

Temporary nurses shall be given vacation pay, paid holiday pay, sick leave, and pay in lieu of benefits equivalent to part-time nurses.

10.03 Temporary nurses shall be paid vacation pay in accordance with the provisions contained in this Agreement covering part-time nurses.

10.04 When a part-time nurse, at the request of the appropriate Director or his/her delegate, attend staff meetings or in-service education programs, which meetings are held outside his/her normal working hours, he/she shall be paid at his/her regular rate of pay for such attendances.

10.05 Work on Saturday

- (a) Work on Saturdays shall not be scheduled or assigned arbitrarily or in bad faith.
- (b) Subject to paragraph (c), below, work on Saturdays shall be scheduled or assigned between or among employees who normally perform the work in

question. All other things being equal, seniority shall be considered by the Employer in scheduling or assigning work on Saturday. Without limiting the generality of the phrase "... all other things being equal...", and for the purpose of clarity, the Employer shall, where appropriate, consider the personal circumstances of an employee(s) in the scheduling or assigning of work, and may not assign/schedule work to the employee with the least seniority in such circumstances.

- (c) To the extent reasonably possible, the Employer shall endeavour to schedule or assign work on Saturday to employees who normally perform the work in question and who volunteer to work on Saturday. If there are insufficient such volunteers, subparagraph (b), above shall apply.
- (d) The Employer shall advise all employees hired after the ratification of this collective agreement, that the said employee(s) may be normally or consistently scheduled or assigned to work on Saturday, subject to the other provisions in this collective agreement.
- (e) Subject to (f), below, a threshold of 24 Saturday shifts per calendar year (pro-rated for 2004, from the date of ratification) shall apply in relation to all employees employed by the Employer as of the date of ratification of the (2003-2006) collective agreement. For such employees, after the 24 Saturday threshold in a calendar year, the Employer shall assign work on Saturday to another employee(s), in accordance with the foregoing and other applicable provisions herein. In the event that the said work on Saturday is not assigned to another employee(s), and is instead assigned to an employee(s) who has already achieved the said 24 Saturday annual threshold, the said employee(s) shall be paid at the rate of 1.5 the applicable rate, for any further work on Saturday assigned by the Employer, for the balance of the calendar year in question.
- (f) The above-noted annual 24 Saturday shift threshold does not apply to employees hired by the Employer after the date of ratification of the (2003-2006) collective agreement. Without limitation, and for the purpose of clarity, such employees may be assigned to work on Saturday by the Employer, in accordance with the foregoing.

10.06

Job Sharing

The Employer will entertain requests to implement Job Sharing arrangements.

When requests are received and can be accommodated, the Union and the Employer will meet to negotiate the terms of the Job Sharing arrangement before implementation.

ARTICLE 11 - LEAVE OF ABSENCE

11.01

All requests for leave of absence including leaves for personal reasons, will be submitted in writing to the appropriate Director and considered on an individual basis. Such requests are to be made as far in advance as possible, and a written reply will be given by the appropriate Director, except in cases of emergency.

The Employer may grant a leave of absence for a period of up to one (1) year upon request of the nurse. Requests shall not be unreasonably denied.

The Employer shall not require a nurse to liquidate all vacation or compensatory time prior to granting a leave of absence, with or without pay.

11.02

Compassionate Leave

- (a) For the purposes of this Collective Agreement, immediate family is defined as mother, father, sister, brother, spouse (including same sex), son, daughter, guardian, dependent relative living with employee, grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law and inclusive of common-law relations.
- (b) A nurse who suffers the death of an immediate relative or any one determined by the appropriate Director to have played the role of an immediate relative shall be granted up to five (5) days leave of absence without loss of pay, in respect of time necessarily missed from scheduled work. Compassionate leave will be mutually agreed upon between the nurse and the appropriate Director. Such requests will not be unreasonably withheld.
- (c) Compassionate leave for persons other than immediate relatives or those determined as such will be mutually agreed upon between the employee and the Director of Administrative Services. Such requests shall not be unreasonably denied.
- (d) A part-time nurse shall receive payment for time scheduled to work up to the five (5) day maximum.

11.03

Conferences, Seminars and Meetings

- (a) Upon the request of the Union, and with the approval of the appropriate Director and the Medical Officer of Health, leave of absence without pay shall be granted to a nurse or nurses in order to attend a meeting, conference or seminar, relating to collective bargaining.
- (b) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of the President, shall be granted leave of absence without pay up to a total of twenty-five (25) days annually. In the event additional days are required such consideration will be given by the appropriate Director and the Medical Officer of Health. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement, or other purposes during such leave of absence. Leave of absence for Board Members of the Ontario Nurses' Association will be separate from the Union leave provided above.
- (c) A nurse who is elected to the office of the President of the Ontario Nurses' Association shall be granted, upon request, leave(s) of absence, without loss of seniority and benefits up to two (2) years. During such leave of absence, salaries and benefits will be kept whole by the Employer, and the Union agrees to reimburse the Employer for such salaries and employee contribution to benefits. The nurse agrees to notify the

Employer of his/her intention to return to work within two (2) weeks following termination of office.

11.04

Pregnancy and Parental Leave and Adoption Leave

Pregnancy and Parental leave shall be granted in accordance with the Employment Standards Act, 2000 (as amended from time to time). Without reducing or limiting this, the Employer and the Union agrees as follows:

(a) Pregnancy Leave

A pregnant nurse who started employment at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay up to thirty-five (35) consecutive weeks.

(b) Adoption Leave

A nurse who has been employed for at least thirteen (13) weeks prior to the adoption of a child is entitled to a leave of absence without pay of up to thirty-five (35) consecutive weeks immediately following the adoption of the child.

(c) Parental Leave

A nurse who is the parent of a child and who has been employed for at least thirteen (13) weeks prior to the birth of the child is entitled to a leave of absence of up to eighteen (18) consecutive weeks which, except in the case of an employee who is entitled to Pregnancy Leave or Adoption Leave in accordance with (a) or (b) above, must start no more than fifty-two (52) weeks after the day the child is born or adopted.

(d) Pregnancy and Adoption leaves may upon approval by the appropriate Director be extended to twelve (12) consecutive months.

(e) i) Upon completion of a leave of absence under this Article (11.04) the Employer shall, subject to (2), reinstate the nurse to the position he/she most recently held, if it still exists, or to a comparable position if it does not.

ii) Nurses who take a leave of absence pursuant to this Article are required to report to work upon completion of the initial leave period except that the nurse may shorten the leave period by giving the Employer at least four (4) weeks written notice to that effect.

The Employer shall send a letter by registered mail with a copy to the Union to each nurse who is granted a leave of absence under this Article, advising him/her of his/her return to work date. This letter shall be sent not later than three (3) weeks before the return to work date.

A nurse who does not report for work on the return to work date shall forfeit his/her right to reinstatement unless:

- A) he/she notifies the Employer before the start of work on the return date, and
 - B) there is a reasonable explanation for his/her continued absence.
- (f) Nurses shall give the Employer as much notice as is reasonably possible regarding when leaves are to begin and in any event not less than two (2) weeks notice in writing.
- (g) During a nurse's absence under this Article, the Employer shall continue to pay the premiums in respect of the benefit programs mentioned in Article 14, unless the nurse gives the Employer written notice that the nurse does not intend to make his/her contributions, if any.
- (h) Credit for service for the purpose of salary increments, vacation, sick leave or any other benefit under any provisions of the Collective Agreement shall accumulate during the maternity, adoption or parental leave of absence.
- (i) Subject to applicable legislation, the attached Letter of Understanding and the obtaining of any approval or authorization that is required, the Employer shall supplement or "top up" the Human Resources Development Canada benefits payable to employees who are absent from work on a pregnancy, parental or adoption leave in accordance with the provisions in this collective agreement:
- (i) Except in relation to the two (2)-week "waiting period", the Employer shall supplement the benefits received by the said employee, such that she/he receives 75% of their insurable earnings, up to the maximum established by Human Resources Development Canada from time to time, rather than 55% of their insurable earnings otherwise paid by Human Resources Development Canada;
 - (ii) If a two (2)-week "waiting period" is applicable, during which the said employee receives no Employment Insurance benefits from Human Resources Development Canada, the Employer shall pay the said employee 75% of their insurable earnings, up to the said maximum established by Human Resources Development Canada, but only in relation to the said two (2)-week "waiting period".

11.05

Educational Leave

Educational leaves of absence may be granted at the discretion of the appropriate Director and/or Medical Officer of Health as follows:

(a) Degree Programs:

Usually twelve (12) months or longer, absence without pay.

(b) Certificate or Diploma Courses:

Usually less than twelve (12) months; absence without pay; fifty percent (50%) of tuition fees reimbursed upon successful completion.

- (c) Nurses who are granted a leave of absence under (a) or (b) may elect to maintain the benefits in Article 14 by paying applicable premiums, subject to the conditions of the insurance contracts or applicable legislation.
- (d) Seminar and Workshops:

Usually one (1) week or less. The Employer shall continue the wages of the nurse and pay his/her registration fee when in attendance at such seminar or workshop, including taking or writing a required examination. Reasonable living expenses shall be paid where such course is held outside the City/County of Peterborough. Travelling expenses will be reimbursed equivalent to the most economical method of travel, but only upon the authorization of the appropriate Director. An amount approximating these fees and expenses shall be advanced to the nurse before commencement of the session.
- (e) Upon completion of an educational leave under (d), the nurse shall be returned to his/her former position. Upon completion of an educational leave under (a) or (b), he/she shall be returned to his/her former classification.
- (f) A leave of absence without loss of pay will be granted to a nurse writing an exam for a course in relation to which the appropriate Director and/or Medical Officer of Health has granted an educational leave of absence in accordance with the foregoing.

11.06 Jury and Witness

A nurse subpoenaed as a juror, or who is required to appear in Court or before the College of Nurses, or a Coroner's Inquest will be granted a leave of absence with pay for those days during which he/she is required to be absent by virtue of such subpoena. To be eligible, the nurse must give the appropriate Director notice of his/her intention to be absent within one (1) working day of receipt of the subpoena. The foregoing shall also apply if the nurse is subpoenaed as a witness for a grievance arbitration hearing. The nurse will repay the Employer the amount (other than necessary expenses) received for such service or attendance.

11.07 Prepaid Leave

(a) Purpose

The Pre-paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

(b) Application

Eligible employees must make written application to the appropriate Director at least six (6) months prior to the intended commencement date

of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their position with the Employer. The employee will be informed of the disposition of his/her application as soon as is reasonably possible after the closing date for application.

(c) Number of Employees

The total number of employees employed by the Employer that may be accepted into the Pre-Paid Leave Plan in any one plan year shall be no more than two (2).

(d) Nature of final Agreement

Final approval for entry into the Pre-Paid Leave Plan will be subject to the employee entering into a formal agreement with the Employer, authorizing the Employer to make the appropriate deductions from the employee's pay. The agreement will also include:

- i) a statement that the employee is entering the plan in accordance with Article 20 of the Collective Agreement;
- ii) the period of salary deferral and the period for which the leave is requested;
- iii) the manner in which the deferred salary is to be held; and
- iv) the letter of application to enter the plan will be appended and form part of the written agreement.

(e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) years' salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Employer. In the case of the four (4) years' salary over a five (5) schedule, during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

(f) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Employer. The employee will be made aware, in advance of having to sign any formal agreement, of the manner of holding such deferred salary.

Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

(g) Benefit Plans

Full-Time Employees Only

Employees may participate in the Extended Health Care, Dental, and Group Life Insurance benefits plans, subject to the contractual terms and conditions of such plans, during the year of the leave, but the full cost of such plans will be borne by the employees.

Contributions to the Ontario Municipal Employees Retirement Savings (OMERS) plan will be in accordance with the plan.

Notwithstanding the above, employees will not be eligible to participate in the disability income plan during the year of the leave.

(h) Seniority and Service

Full-Time Only

During the year of the leave, seniority shall continue to accumulate.

Service for the purposes of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

(i) Assignment on Return

Upon return from leave, a participant will be assigned to his/her former position he/she most recently held, unless it is no longer available. In such a case the employee will be assigned to a comparable job, if possible, or the layoff provisions will be applied.

(j) Withdrawal Rights

A participant may withdraw from the plan at any time up to a date three (3) months prior to the commencement of the leave. Deferred salary, and accrued interest will be returned to the participant within a reasonable period of time.

(k) On Leaving Employment

If a participant resigns, or is terminated, prior to the commencement of the leave, deferred salary plus interest will be returned to the participant within a reasonable period of time. In the event of the death of a participant, such funds will be paid to the participant's estate.

(l) Replacement Employees

The Employer will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Employer is unable to find a suitable replacement, the Employer may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Employer will have the option of considering a further

postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 20.

(m) Plan Year

The year for the purpose of the plan shall be from September 1 of one year to August 31 of the following year, or such other years as the parties may agree to.

(n) Status of Replacement Employee

Only the original vacancy resulting from an absence due to pre-paid leave will be posted.

Employees in the bargaining unit selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not be considered for other vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to his/her former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into regular positions they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be the subject of a grievance or arbitration.

11.08 Discretionary Leave

All nurses shall be permitted the equivalent of two (2) discretionary days of leave per year without the loss of pay to deal with personal or family matters. Such time may be taken in half or full day increments.

ARTICLE 12 - VACATIONS AND PAID HOLIDAYS

12.01 Each nurse shall be entitled to a vacation without loss of pay as follows:

Full-Time Nurses

Full-time nurses shall be entitled to one and two-thirds (1.67) days of paid vacation in respect to each full month of employment. Nurses with eleven (11) years of uninterrupted employment shall receive 2.08 days of paid vacation in respect of each full month of employment during the 12th and subsequent years. Nurses with twenty (20) years of uninterrupted employment shall receive 2.5 days of paid vacation in respect to each full month of employment during the 21st and subsequent years. Vacation schedules are subject to the approval of the appropriate Director. However, the Employer will endeavour to accommodate the preferences of nurses regarding vacation scheduling. Vacation entitlement will be credited on a quarterly basis, (i.e. September 30th, December 31st, March 31st and June 30th). Nurses shall not accumulate vacation leave credits in

excess of thirty (30) working days at any time except under exceptional or unusual circumstances and approved by the appropriate Director and the Medical Officer of Health.

A nurse upon written request submitted reasonably in advance of the Employer's payroll cycle will receive an advance on their accumulated vacation pay prior to leaving on an approved vacation in excess of five (5) or more consecutive days.

Full-time nurses hired after the ratification of this collective agreement who regularly work less than 35 hours per week shall receive vacation pay as if they are employed on a part-time basis, in accordance with the following paragraph.

Part Time Nurse

Part-time nurses, temporary nurses shall receive vacation pay equivalent to eight percent (8%) of earnings since the most recent payment or the commencement of employment. This payment shall be made on December 31st or at the end of the fiscal year for nurses working in programs with a fiscal year other than December 31st. Upon termination of employment, part-time and temporary nurses shall receive eight percent (8%) of earnings since the most recent payment or the commencement of employment. Earnings mean money received from the Employer in respect of hours actually worked, but do not include vacation pay.

12.02 When a nurse is absent from duty with the Employer, for any reason other than paid holidays, vacation or paid sick leave, for a total of more than twenty (20) working days during the year in which he/she earned vacation, his/her vacation pay shall be calculated on the basis of eight percent (8%) of his/her total gross earnings from the Employer.

12.03 When employment is terminated before the nurse has been granted a paid vacation, he/she shall be entitled to payment in lieu of vacation based on eight percent (8%) of his/her total gross earnings.

12.04 Paid (Statutory) Holidays

No nurse shall have his/her salary reduced by reason of observance of the following holidays:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | 1 Floating Day |
| Civic Holiday | |

The floating holiday referred to above shall be scheduled with the approval of the appropriate Director and upon request may be scheduled as two (2) half (½) days.

12.05 When a holiday listed above falls on a day other than a working day, an alternate day off with pay will be established by the Employer in consultation with the Union. Any day proclaimed as a holiday by the Federal, Provincial or Municipal

Government shall be recognized as a holiday. When a statutory holiday falls during a nurse's vacation, an additional day with pay will be granted.

12.06 Part-time nurses shall be paid four percent (4%) of their hourly rate in lieu of Paid (Statutory) Holiday Pay.

ARTICLE 13 - SICK LEAVE

13.01 Full-time - Short Term Disability Plan

- (a) Short term disability benefits, as per the schedule outlined below, commence on the first (1st) day of total disability due to illness or injury.
- (b) Nurses shall be given an annual entitlement (expressed in weeks) of one hundred percent (100%) coverage based on length of service, in accordance with the chart in paragraph (e). This entitlement will be renewed on the first (1st) working day of each calendar year, if the nurse works on that day.

Nurses will not be entitled to a new allotment of one hundred percent (100%) weeks until they have returned to work on a full-time basis and are completely able to perform all material and substantial duties of their regular occupation.

- (c) Benefits in respect of each illness or injury are payable for a period of up to seventeen (17) weeks. The nurse's annual entitlement of one hundred percent (100%) weeks will be used first (1st) and, if this is exhausted, the balance of the absence, up to a total of seventeen (17) weeks, will be paid at seventy-five percent (75%). The total of one hundred percent (100%) weeks and seventy-five percent (75%) weeks for each absence due to illness or injury shall not exceed seventeen (17) weeks.
- (d) If a nurse is absent due to illness or injury, returns to work for less than ten (10) consecutive working days and is absent again due to the same illness or injury, it will be treated as the same illness or injury and subject to the seventeen (17) week limit in (c).

If the nurse returns to work for at least ten (10) consecutive working days on a full-time basis and is completely able to perform all material and substantial duties of his/her regular occupation and is subsequently absent due to the same illness or injury he/she will be eligible for up to seventeen (17) weeks of coverage.

(e)

| LENGTH OF SERVICE | ANNUAL ENTITLEMENT 100% SALARY |
|-------------------------------|-----------------------------------|
| 3 months but less than 1 year | 1 week |
| 1 year but less than 2 years | 2 weeks |
| 2 years but less than 3 years | 3 weeks |
| 3 years but less than 4 years | 4 weeks |
| 4 years but less than 5 years | 5 weeks |
| 5 years but less than 6 years | 7 weeks |
| 6 years but less than 7 years | 9 weeks |
| 7 years but less than 8 years | 11 weeks |
| 8 years but less than 9 years | 13 weeks |
| 9 years and over | 17 weeks |

- (f) Disability payments in progress will continue beyond termination of employment, subject to the other conditions of this Article:
- i) if termination of employment is due to retirement or resignation, or
 - ii) if disability commenced not less than two (2) months prior to termination or before notice of termination, if any, was given.

13.02

Part-Time - Accumulating Sick Leave Plan

- (a) Part-time nurses shall be granted accumulating sick leave credits on the basis one-half ($\frac{1}{2}$) hour for every seven (7) hours worked.

Sick leave credits shall be recorded on a monthly basis.

Sick leave credits can be used for absence due to illness or injury only in respect of days and shifts when the nurse is actually (for the first (1st) day of absence) or regularly (for subsequent days of the same absence) scheduled to work and a deduction shall be made from accumulated sick leave credits for all days when sick leave is claimed and paid as defined herein.

When a nurse has not been absent on sick leave or has used only a portion of his/her accumulated credits, the unused credits shall accrue for his/her future use up to a maximum of two hundred and ten (210) days.

There shall be no cash pay-out of accumulated sick credits for part-time nurses.

Subject to 10.03 (a), a nurse whose status changes from part-time to full-time in accordance with Article 10.01 (b) shall not accumulate sick leave credits pursuant to this Article and shall be covered by Article 13.01.

13.03 Eligibility: Short Term Disability (Full-time) and Accumulating Sick Leave Plan (Part-time)

The Short Term Disability and Accumulating Sick Leave Plans will not cover disabilities or claims resulting from:

- (a) Any period of disability during:
 - i) any period of pregnancy, parental, or adoption leave taken by a nurse pursuant to Article 11;
 - ii) any period of which any nurse is eligible or would have been eligible upon proper application to collect Employment Insurance maternity benefits.
- (b) Any period of disability that commenced while a nurse was not insured under the plan.
- (c) Intentionally self-inflicted injuries.
- (d) War, or service in the Canadian Armed Forces.
- (e) Work-related illness or injury that is covered by the Workplace Safety and Insurance Act.
- (f) Any illness or injury that is a result of working for an employer other than the Board of Health, if such injury or illness is covered by legislation respecting the Workplace Safety and Insurance Act or the Canada Pension Plan.

A nurse's vacation shall be rescheduled in the event of a certifiable illness or disability to the nurse or prior to the commencement of vacation.

If a nurse is significantly incapacitated during his/her scheduled vacation, then the time he/she is incapacitated shall be treated as a medical leave of absence, subject to this Article, and his/her vacation time re-credited, with the approval of the Medical Officer of Health.

13.04 Medical Eligibility Requirements

The Medical Officer of Health or his/her designate may:

- (a) Require nurses to provide the Employer with a certificate from a qualified medical practitioner regarding whether he/she is/was incapable of performing his/her duties ("a certificate") in respect of any absence where benefits are claimed under this Article. The certificate shall contain such

information as the Medical Officer of Health/designate may reasonably require.

- (b) If a nurse fails to comply with (a), above, the nurse's absence shall be deemed to be absence without pay.
- (c) The Medical Officer of Health or his/her designate may, upon reasonable grounds, require any nurse who has claimed benefits under this Article to be examined by a qualified medical practitioner selected by the Medical Officer of Health.
- (d) In cases of prolonged illness, the nurse shall submit periodic reports regarding his/her condition.
- (e) The Employer shall, on submission of a receipt, reimburse nurses for the reasonable cost of obtaining a certificate under paragraph (a) and pay for an examination required under paragraph (c).

ARTICLE 14 - BENEFIT PROGRAMS

14.01 The Employer will pay one hundred percent (100%) of the premium costs (except as otherwise stated) for the following benefits in respect of all full-time nurses subject to the waiting periods and other conditions described in the insurance contracts and in this Article:

(a) OMERS

Enrolment shall be immediately upon commencement of employment. One-half (½) of the required total contributions shall be made by the nurse and the Employer.

Certain nurses who are not full-time under Article 10 may enrol in OMERS. Such nurses must qualify for enrolment as stated in The Ontario Pension Benefits Act, 1987.

(b) Extended Health Care Plan

Enrolment shall be immediately upon commencement of employment if requested by the nurse.

A deductible of ten dollars (\$10.00) (single) and twenty dollars (\$20.00) (family) per calendar year will apply.

Coverage includes vision care of \$350.00 every 24 months.

The nurse's share of any Employment Insurance premium reduction will be credited to the Employer to be applied towards the cost of this coverage.

As soon as possible following ratification of this collective agreement, the plan shall be amended as follows:

The plan shall cover the cost of Generic prescription drugs only, unless a suitable Generic product is not available. If a suitable Generic product is available the member may select Brand Name product and pay the difference between the Generic and Name Brand cost, unless the Brand Name product is prescribed by the treating physician and reasonable for therapeutic reasons. Any disputes shall be referred to a mutually agreed upon third party physician.

The plan shall cover up to a cap of eight (\$8.00) dollars of the dispensing fees.

Physiotherapist (medical referral required) up to a maximum of fifteen (15) visits per calendar year.

(c) Group Insurance

i) Life Insurance and Accidental Death and Dismemberment:

Two (2) times annual earnings to a maximum of two hundred thousand dollars (\$200,000.00).

ii) Long Term Disability:

Seventy-five percent (75%) of earnings to a maximum of five thousand dollars (\$5,000.00) per month.

iii) The Employer shall make available optional Life Insurance coverage, in \$10,000.00 increments, at a preferred rate. The cost of such optional coverage shall be borne by the nurse.

(d) Dental Plan

The services covered are listed in Appendix "B"; sixty percent (60%) of premium paid by Employer, forty percent (40%) paid by the nurse at the current minus one (1) year ODA fee schedule. Coverage for Orthodontic work is limited to dependent children under the age of 19, and is subject to a \$1,500.00 lifetime maximum. Other coverage is subject to a \$1,500.00 annual maximum.

14.02 Malpractice Insurance

The Employer will continue to pay the premiums in respect to malpractice insurance to protect all nurses covered by this Collective Agreement concerning actions brought against the nurse in respect of the performance of his/her assigned duties.

14.03 The Employer may substitute carriers for benefits provided that the benefits are in total not decreased from present level. The Employer will discuss changes with the Union.

14.04 In the event that a nurse suffers damage to his/her clothing during the course of his/her duties he/she will be reimbursed up to two hundred dollars (\$200.00) upon submission of a claim and subject to the approval of the Medical Officer of Health.

- 14.05 Part-time nurses shall be paid four percent (4%) of their hourly rate in lieu of the benefits referred to in this Article.

CPR Recertification

Recertification classes will be provided by the Employer and conducted on All Staff Day.

ARTICLE 15 - TRANSPORTATION REIMBURSEMENT

- 15.01 (a) For each day a nurse is required to use his/her personal vehicle in the performance of his/her duties, he/she shall be reimbursed for all distance driven for Health Unit business purposes at the rate of \$.39 per kilometre. The rate shall be adjusted on April 1st and November 1st of each year on the basis of the following formula:
- Fifty percent (50%) of the price per kilometre to be adjusted based on the increase or decrease in the price of regular unleaded gasoline as charged to the City of Peterborough by supply tender, at a rate of one (1) cent per kilometre for each three and one-half (3 ½) cents per litre in price change. The other fifty percent (50%) of the price per kilometre to be adjusted based on changes to the cost of living index published by Statistics Canada for the month of January and August.
- (b) The Employer will reimburse nurses in respect of obtaining insurance for use of personal vehicles in the performance of duties for the Health Unit ("business insurance") to an annual maximum of three hundred and fifty dollars (\$350.00).
- (c) When calculating distance where a trip begins at home, the distance charged will be the lesser of from home or office to the designated location.
- 15.02 Emergency towing service will be provided by the Employer when such service is necessary, and the car is being used for the services of the Employer.
- 15.03 A nurse who leaves the employment of the Employer shall reimburse the Employer for the portion of his/her business insurance which is refundable to him/her by his/her insurance carrier.

ARTICLE 16 - RATES OF PAY AND CLASSIFICATIONS

- 16.01 Salary scales are set forth in Appendix "A" and remain in effect for the duration of the Agreement. Wages are retroactive to October 1, 2006.
- 16.02 Promotions
- On promotion or change from one classification to another, the nurse shall retain the same increment level and the same anniversary date.

16.03 New Positions and Reclassifications

Whenever a new position is created or a current position reclassified, the Employer will inform the Union in advance of the nature of the position and the proposed salary range. In the event the Union disagrees with the range, the Union may grieve.

Both parties will be guided by comparable salary ranges paid to comparable classifications.

- 16.04
- (a) The Employer will recognize registered nursing experience received or obtained at the Peterborough County-City Health Unit, or another Health Unit on the basis of one (1) year's increment on the salary grid for each year of registered nursing experience.
 - (b) The Employer will recognize registered nursing experience not covered by 16.04 (a) on the basis of one (1) year's increment on the salary grid for two (2) years of registered nursing experience.
 - (c) For (a) and (b), no credit will be given:
 - i) where no registered nursing work has been performed during the five (5) years before hiring or rehiring by the Employer;
 - ii) for registered nursing work performed more than ten (10) years before hiring or rehiring by the Employer.
 - (d) For nurses who have not previously been employed by the Peterborough County-City Health Unit, the maximum credit available under this Article is one (1) increment less than the maximum number of increments on the applicable salary grid.

NOTE: This Article is only applicable to nurses hired and rehired on or after July 17, 1991 (date of ratification).

ARTICLE 17 - INTEREST ARBITRATION

17.01 In the event that either party elects to modify or amend this Agreement and gives notice to bargain in accordance with the Agreement, the parties agree that they may at any time after a thirty (30) day period has elapsed from the date on which notice to bargain was given mutually agree to invoke the provisions of Section 34C of the Labour Relations Act. Each party shall, within ten (10) days after such a mutual agreement is effected, advise the other of the name of its appointee to the Arbitration Board. The enactment of a mutual agreement to submit to arbitration 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 34C, notwithstanding the expiry of this Collective Agreement.

17.02 The two (2) appointees so selected shall appoint within five (5) days of the appointment of the latter appointee a third (3rd) who shall be Chairperson. If either party fails to appoint an appointee or if the two (2) appointees fail to agree upon a Chairperson, 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 any nurse 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 Chairperson shall govern.

- 17.03 Each of the parties shall bear the expenses of the appointee appointed by or for it and the parties shall share equally the expense of the Chairperson if any.
- 17.04 If a person ceases to be a member of the Board of Arbitration by reason of his/her resignation, death or otherwise before it has completed its work, the party whose point of view was represented by such person shall within five (5) days appoint a new member in his/her place provided that if the Chairperson is unable to carry out his/her duties a new Chairperson shall be appointed in accordance with the provisions of this Article within five (5) days of his/her withdrawing.
- 17.05 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 by the parties, then the provisions of this Collective Agreement shall remain in full force and effect beyond the expiry date of this 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.

ARTICLE 18 - PROFESSIONAL RESPONSIBILITY

- 18.01 In the event that the Employer assigns a number of clients who are a workload to an individual nurse or group of nurses such that he/she or they have cause to believe that he/she are being asked to perform more work than is consistent with proper care, he/she or they shall complain in writing to the Professional Committee. 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 and if not it shall then be brought to the Board of Health for the Peterborough County-City Health Unit.

ARTICLE 19 - ON CALL / CALL-IN

- 19.01 On call nurses who respond to calls shall receive time and one-half (1½) for hours worked with a minimum guarantee of four (4) hours' pay for each weekend worked.
- 19.02 Nurses who are required to remain on call on statutory holidays shall be paid at the rate of time and one-half (1½) for all hours worked with a minimum guarantee of three (3) hours pay for each holiday worked.

- 19.03 A nurse who is called-in to work, outside of his/her normal hours of work, shall be paid as follows:
- (a) Two (2) hours at one and one-half (1½) times her regular rate; or
 - (b) Time and one-half (1 1/2 her regular rate for all hours called-in outside of his/her normal hours of work whichever is greater.

ARTICLE 20 - MISCELLANEOUS

- 20.01 The words "she" or "her" in this Agreement shall be deemed to include male employees and the words "he" or "his" shall be deemed to include female employees.
- 20.02 Performance appraisals (periodic assessments of a nurse's performance) shall contain a section for the nurse's comments and a copy shall be given to the nurse. The nurse shall sign the appraisal to acknowledge receipt.
- Each nurse shall have reasonable access to his/her files for the purpose of reviewing their content in the presence of his/her supervisor. A copy of the evaluation will be provided to the nurse at his/her request. No document shall be used against a nurse where it has not been brought to his/her attention in a timely manner.

ARTICLE 21 - DURATION & RETROACTIVITY

- 21.01 This Agreement shall be effective upon ratification and except as otherwise specifically indicated and shall remain in force until September 30, **2009**, 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 shall be made not more than ninety (90) days prior to the termination of this Agreement or in any year thereafter.
- 21.02 Negotiations, with respect to such proposals, revisions or additions shall commence within thirty (30) days of such notice or at a time mutually agreed upon by the parties.

SIGNING PAGE

DATED AT PETERBOROUGH, ONTARIO, THIS 29 DAY OF Feb, ~~2008~~ ²⁰⁰⁸

FOR THE EMPLOYER

[Signature]
[Signature]
Madeline Pearson
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX "A"**SALARY SCHEDULES****A.01 PUBLIC HEALTH NURSE WITH DIPLOMA:**

REGULAR STRAIGHT TIME HOURLY RATES

| SERVICE | OCT 1/06 | OCT 1/07 | OCT 1/08 | APR 1/09 |
|----------------|-----------------|-----------------|-----------------|-----------------|
| YEAR 1 | 24.35 | 25.08 | 25.58 | 26.09 |
| YEAR 2 | 25.32 | 26.08 | 26.60 | 27.13 |
| YEAR 3 | 26.61 | 27.41 | 27.96 | 28.52 |
| YEAR 4 | 27.90 | 28.74 | 29.31 | 29.90 |
| YEAR 5 | 29.20 | 30.08 | 30.68 | 31.29 |
| YEAR 6 | 30.83 | 31.76 | 32.40 | 33.05 |
| YEAR 7 | 32.42 | 33.39 | 34.06 | 34.74 |
| YEAR 8 | 34.05 | 35.07 | 35.77 | 36.49 |
| YEAR 9 | 35.69 | 36.76 | 37.50 | 38.25 |

Formula - hourly rate x 7 x 20 x 13.0445 = yearly rate

Each part-time nurse will advance along the grid after 1,750 hours of work.

A.01 PUBLIC HEALTH NURSE WITH B.SC.N.:

REGULAR STRAIGHT TIME HOURLY RATES

| SERVICE | OCT 1/06 | OCT 1/07 | OCT 1/08 | APR 1/09 |
|----------------|-----------------|-----------------|-----------------|-----------------|
| YEAR 1 | 25.10 | 25.86 | 26.38 | 26.91 |
| YEAR 2 | 26.06 | 26.84 | 27.38 | 27.93 |
| YEAR 3 | 27.34 | 28.16 | 28.72 | 29.29 |
| YEAR 4 | 28.63 | 29.49 | 30.08 | 30.68 |
| YEAR 5 | 29.93 | 30.83 | 31.45 | 32.08 |
| YEAR 6 | 31.56 | 32.51 | 33.16 | 33.82 |
| YEAR 7 | 33.18 | 34.17 | 34.85 | 35.55 |
| YEAR 8 | 34.78 | 35.82 | 36.54 | 37.27 |
| YEAR 9 | 36.41 | 37.50 | 38.25 | 39.02 |

Formula - hourly rate x 7 x 20 x 13.0445 = yearly rate

Each part-time nurse will advance along the grid after 1,750 hours of work.

A.01 HEALTH PROMOTER:

REGULAR STRAIGHT TIME HOURLY RATES

| SERVICE | OCT 1/06 | OCT 1/07 | OCT 1/08 | APR 1/09 |
|----------------|-----------------|-----------------|-----------------|-----------------|
| YEAR 1 | 25.10 | 25.85 | 26.38 | 26.91 |
| YEAR 2 | 26.06 | 26.84 | 27.38 | 27.93 |
| YEAR 3 | 27.34 | 28.16 | 28.72 | 29.29 |
| YEAR 4 | 28.63 | 29.49 | 30.08 | 30.68 |
| YEAR 5 | 29.93 | 30.83 | 31.45 | 32.08 |
| YEAR 6 | 31.56 | 32.51 | 33.16 | 33.82 |
| YEAR 7 | 33.18 | 34.17 | 34.85 | 35.55 |
| YEAR 8 | 34.78 | 35.82 | 36.54 | 37.27 |
| YEAR 9 | 36.41 | 37.50 | 38.25 | 39.02 |

Formula - hourly rate x 7 x 20 x 13.0445 = yearly rate

Each part-time nurse will advance along the grid after 1,750 hours of work.

A.01 NURSE PRACTITIONER:

REGULAR STRAIGHT TIME HOURLY RATES

| SERVICE | OCT 1/06 | OCT 1/07 | OCT 1/08 | APR 1/09 |
|----------------|-----------------|-----------------|-----------------|-----------------|
| YEAR 1 | 42.93 | 44.22 | 45.10 | 46.00 |
| YEAR 2 | 43.99 | 45.31 | 46.22 | 47.14 |
| YEAR 3 | 45.09 | 46.44 | 47.37 | 48.32 |
| YEAR 4 | 46.24 | 47.63 | 48.58 | 49.55 |
| YEAR 5 | 47.39 | 48.81 | 49.79 | 50.79 |
| YEAR 6 | 48.56 | 50.02 | 51.02 | 52.04 |
| YEAR 7 | 49.77 | 51.26 | 52.29 | 53.34 |
| YEAR 8 | 51.03 | 52.56 | 53.61 | 54.68 |
| YEAR 9 | 52.31 | 53.88 | 54.96 | 56.06 |

Formula - hourly rate x 7 x 20 x 13.0445 = yearly rate

Each part-time nurse will advance along the grid after 1,750 hours of work.

A.01 REGISTERED NURSE:

REGULAR STRAIGHT TIME HOURLY RATES

| SERVICE | OCT 1/06 | OCT 1/07 | OCT 1/08 | APR 1/09 |
|----------------|-----------------|-----------------|-----------------|-----------------|
| YEAR 1 | 23.61 | 24.31 | 24.80 | 25.30 |
| YEAR 2 | 24.57 | 25.31 | 25.82 | 26.34 |
| YEAR 3 | 25.87 | 26.65 | 27.18 | 27.72 |
| YEAR 4 | 27.16 | 27.98 | 28.54 | 29.11 |
| YEAR 5 | 28.44 | 29.30 | 29.89 | 30.49 |
| YEAR 6 | 30.07 | 30.98 | 31.60 | 32.23 |
| YEAR 7 | 31.68 | 32.63 | 33.28 | 33.95 |
| YEAR 8 | 33.31 | 34.31 | 35.00 | 35.70 |
| YEAR 9 | 34.92 | 35.97 | 36.69 | 37.42 |

Formula - hourly rate x 7 x 20 x 13.0445 = yearly rate

Each part-time nurse will advance along the grid after 1750 hours of work.

APPENDIX "B"**DENTAL PLAN****SERVICES COVERED**

| | |
|---|--------------------------|
| Oral Examinations | Fillings |
| Cleaning and Scaling | Dental Surgery |
| Application of Fluoride | Anaesthesia |
| X-rays | Medication |
| Consultations | Extractions |
| Endodontic Treatment | Stainless Steel Crowns |
| Denture Repairs, Relining and Rebasing | Periodontic Treatment |
| Pit & Fissure Sealant | Oral Hygiene Instruction |
| Space Maintainer | |

LETTER OF UNDERSTANDING

Between:

THE BOARD OF HEALTH FOR The PETERBOROUGH COUNTY-CITY HEALTH UNIT
(hereinafter "The Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter "The Union")


Re: Employee Assistance Program

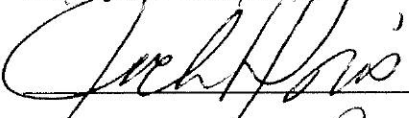
1. The Employer agrees to provide employees in the ONA bargaining unit with access to a confidential Employee Assistance Program (EAP).
2. The Parties agree the company of C.J. Brown will be the provider for the EAP referenced in paragraph one (1) above.
3. The Parties agree that the Employer may change service providers subject to notification to the Union.
4. The Parties agree that the EAP will be available to employees within one (1) month of ratification of the renewal collective agreement.

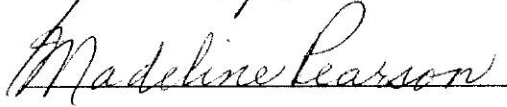
DATED AT PETERBOROUGH, ONTARIO, THIS 29 DAY OF Feb, 2008.


FOR THE EMPLOYER

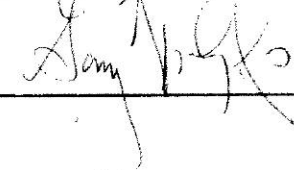
FOR THE UNION

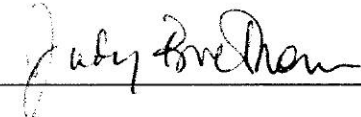


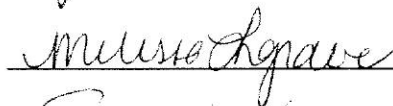


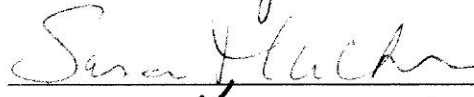


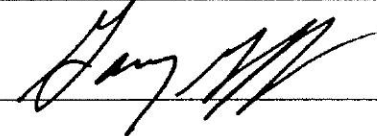












LETTER OF UNDERSTANDING

Between:

THE BOARD OF HEALTH FOR The PETERBOROUGH COUNTY-CITY HEALTH UNIT
(hereinafter "The Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter "The Union")

Re: Early Retirement

Any arrangements regarding the Employer's policy on Early Retirement affecting nurses represented by the Association/covered by the Collective Agreement shall be made in consultation with the Association.

DATED AT Peterborough, Ontario, this 29th day of Feb, 2005.

FOR THE EMPLOYER

FOR THE UNION

D. Whittom

Judy Brethor

Jack Hous

Melissa Dygrave

Madelaine Pearson

Susan Cluckin

Steve Scott

Ang [Signature]

Jim [Signature]

LETTER OF UNDERSTANDING

Between:

THE BOARD OF HEALTH FOR The PETERBOROUGH COUNTY-CITY HEALTH UNIT
(hereinafter "The Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter "The Union")

Re: Pay Period

The Employer will consult with the Association over the course of the renewal Collective Agreement, to consider and discuss whether it is feasible and/or mutually beneficial to revert to biweekly pay.

DATED AT Peterborough, Ontario, this 29 day of Feb, 2007.

FOR THE EMPLOYER

FOR THE UNION

[Signature]
Jack Harris
Madeline Pearson
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

THE BOARD OF HEALTH FOR The PETERBOROUGH COUNTY-CITY HEALTH UNIT
(hereinafter "The Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter "The Union")

Re: Technological Change

The Employer is open to the idea of working with the Association to address the concerns of both parties with respect to this issue.

DATED AT Peterborough, Ontario, this 29th day of Feb, 2008.

FOR THE EMPLOYER

FOR THE UNION

[Signature]
[Signature]
Madeline Pearson
[Signature]
[Signature]

[Signature]
Melissa Chagnave
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

THE BOARD OF HEALTH FOR The PETERBOROUGH COUNTY-CITY HEALTH UNIT
(hereinafter "The Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter "The Union")

Re: Potential Consolidations, Mergers, Amalgamation, Integration or Reconfiguration

In the event of the Capacity Review Committee recommendation # 29 is to be implemented the Employer will notify the Association and the affected nurses as soon as a formal and final decision is known to the Board.

Upon such notification the parties agree to meet to discuss the impact on the nurses and the Bargaining Unit. These discussions shall include but not limited to pertinent financial and staffing information.

DATED AT Peterborough, Ontario, this 29 day of Feb, 2008.

FOR THE EMPLOYER

FOR THE UNION

[Signature]
[Signature]
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[Signature]

LETTER OF UNDERSTANDING

Between:

THE BOARD OF HEALTH FOR The PETERBOROUGH COUNTY-CITY HEALTH UNIT
(hereinafter "The Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter "The Union")

Re: Vacation "Red Circled" Nurses

Full-time nurses hired prior to the ratification of the September 30, 2006 collective agreement and who regularly work less than 35 hours per week shall maintain their vacation pay.

DATED AT Peterborough, Ontario, this 29 day of Feb, 2008.

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]
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FOR THE UNION

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