

COLLECTIVE AGREEMENT

Between:

**BOARD OF HEALTH HASTINGS AND PRINCE EDWARD
COUNTIES HEALTH UNIT**
(hereinafter called the "Employer")

OF THE FIRST PART

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Association")

OF THE SECOND PART

Expiry Date: December 31, 2011

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ARTICLE 1 - PURPOSE & RECOGNITION

- 1.01 The general purpose of this Agreement is to maintain mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are hereby established by mutual agreement. It is recognized that Nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.02 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses and registered practical nurses, employed by the Employer on a full time or regular part time basis, save and except Supervisors of Nurses and all other persons above the rank of Supervisor of Nurses.
- 1.03 Nurses shall not be required or permitted to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

ARTICLE 2 - REPRESENTATION AND ASSOCIATION SECURITY

- 2.01 In this Agreement:
- (a) "Nurse" shall mean a Registered Nurse, a Public Health Nurse, or a Registered Practical Nurse covered by this Agreement.
 - (b) "Full time Nurse" shall mean a Nurse who normally works thirty five (35) hours over a five (5) day week, Mondays through Fridays, exclusive of lunch periods.
 - (c) A Nurse shall be considered a part time Nurse if regularly assigned to work less than thirty-five (35) hours per week. A part time Nurse who is regularly assigned to work more than seventeen and one half (17 ½) hours or more per week shall be entitled to all benefits set out in Article 11, 14 and 15 on a pro-rata basis. A part time Nurses' entitlement to such benefits shall be calculated as a percentage that the part time Nurse's regular assigned hours of work per work compares to thirty-five (35) hours per week. A part time Nurse who regularly works less than seventeen and one half (17 ½) hours per week shall not be entitled to any benefits set out in Articles 11, 14 and 15 (except Article 15.02) and in lieu thereof shall be paid a premium equivalent to twelve percent (12%).
 - (d) A Nurse, who is not a member of the bargaining unit hired on a contract basis, or to replace a full time or part time Nurse who is absent because of vacation, illness, accident or any leave of absence, shall be considered as temporary and such temporary Nurse shall not be entitled to any of the benefits set out in Article 11, 14 and 15 and in lieu thereof shall be paid a premium equivalent to twelve percent (12%).
 - (e) 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, shall retain part time status.

- (f) Except with prior discussion and agreement by the Association, Supervisors excluded from the bargaining unit shall not perform duties normally performed by Nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service, or reduction in benefits to Nurses in the bargaining unit.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Employer and the Association agree that there shall be no discrimination against any Nurse within the meaning of the Ontario Human Rights Code of Ontario, as amended from time to time.
- 3.02 The Employer and the Association agree that there will be no discrimination, interference, restriction or coercion exercised or practised by any of its representatives with respect to any Nurse because of her membership activities on behalf of the Association or non-membership in the Association.

ARTICLE 4 - NO STRIKE, NO LOCK-OUT

- 4.01 So long as this Agreement continues to operate there shall be no strikes and the Association will not declare, authorize, support, counsel, encourage or condone a strike or other stoppage of work, and there shall be no lock-outs.

ARTICLE 5 - ASSOCIATION SECURITY

- 5.01 The Employer will deduct from the pay due to each Nurse who is covered by this Agreement in the first pay period of each month, a sum equal to the regular monthly Association dues of such Nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association once each month its cheque for the dues deducted along with a list which shall contain the names of the Nurse from whom such deductions have been made and Social Insurance Numbers. The Association shall indemnify and save the Employer harmless with respect to any liability for all dues so deducted and remitted.
- 5.02 During the orientation period, an officer of the Local Association shall be allowed twenty (20) minutes within regular working hours to interview newly hired Nurses in order to discuss with them the benefits and duties of Association membership and responsibilities to the Association and the Employer. During such interview, membership forms may be provided to the Nurse.

ARTICLE 6 - REPRESENTATION

- 6.01 For the purposes of administration of this Agreement, all references to officers, representatives, and committee members of the Association in this Agreement shall be deemed to mean officers, representatives, and committee members of the Association's duly chartered local, namely: Local 31 - Ontario Nurses' Association. All correspondence sent by the Employer to the Association shall be sent to such chartered local.

6.02 The Employer shall recognize the following Committees:

- (a) A Negotiating Committee composed of three (3) representatives from the Association, whose function shall be to negotiate renewal Collective Agreements with the Employer.
- (b) A Grievance Committee composed of three (3) Association Representatives, whose functions shall be to meet with the Employer at Step No. 2 of the Grievance Procedure to discuss grievances.
- (c) An Agency/Association (Professional) Committee composed of not more than three (3) Association representatives and not more than three (3) representatives of the Employer. Meetings shall be held at the request of either party. The function of this Committee shall be to discuss matters of mutual concern including workload and the quality of nursing care. A meeting of this committee will take place within one month of the notification to Program Directors of such issues having arisen. The Senior Nursing officer (or designate) will be a member of this committee.
- (d) Representatives and consultants outside the employ of the Employer may attend any of these meetings if so requested by either party.
- (e) The Employer further agrees that Association representatives shall suffer no reduction in regular earnings as a result of any meetings with management.
- (f) There shall be no more than one (1) Nurse from any one sub-office of the Health Unit, except Belleville, selected by the Association to serve on any committee outlined in sub-clause (a) or (b) or (c) above.

6.03 Joint Occupational Health and Safety Committee

- (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Health Unit in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least three (3) representatives selected or appointed by the Association from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate in providing necessary information to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held regularly or more frequently at the call of the Chair or two (2) Committee members, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

- (f) The Employer agrees to abide by the provisions of the Occupational Health and Safety Act of Ontario 1978, to the extent that it applies to its operation.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

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

7.02 In the event of a complaint by a Nurse covered by this Agreement that the Nurse has been discriminated against or discharged or disciplined without just cause or has been otherwise dealt with unjustly the Nurse may file a grievance against the Employer. All grievances shall be in writing and shall contain a statement of facts giving rise to the grievance. Each grievance shall be filed in accordance with the procedure outlined in this Article within ten (10) working days from the occurrence of the circumstances which gave rise to it. The following shall be the procedure in processing and handling grievances.

Step 1

The Nurse and/or a representative of the Association shall take the matter up with the Nurse's Director who shall give a decision in writing within five (5) working days of receipt of the grievance.

Step 2

If the grievance is not settled at Step 1, the Nurse and/or a representative of the Association may, within ten (10) working days of the date of receiving the answer of the Director (or if no answer is received under Step 1 within ten (10) working days after such answer ought to have been received) refer the grievance to the Medical Officer of Health or the nominee of the Medical Officer of Health and that officer shall give a decision in writing within five (5) working days of receipt of the grievance. Prior to the Medical Officer of Health or designate providing an answer hereunder, there shall be a meeting between the Employer and the Association at which an Employment Relations Officer from the Association shall attend in order to discuss and attempt to resolve the grievance.

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

7.03 The Employer will pay such Association representatives at their respective salaries for all regular time lost in the investigation or processing of grievances.

7.04 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the

appointment of the second of them, appoint a third (3rd) person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour of the Province of Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any Nurse affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.

7.05 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairman.

7.06 In the event that a Nurse is suspended or discharged and it is considered that an injustice has been done, the matter may be taken up as a grievance at Step 2 of the Grievance Procedure.

7.07 Notwithstanding any other provisions of this Agreement grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the Board of Arbitration.

7.08 Policy Grievance

This shall be defined as a grievance arising directly between the Employer and the Association, of a matter which could not have been raised by an individual Nurse and which concerns the interpretation, application, administration or alleged violation of this Collective Agreement. This grievance shall proceed directly to Step 2.

7.09 It is understood that the Employer may submit to the Association any complaint with respect to the conduct of the Association, its officers or members, or any complaint that a contractual obligation undertaken by the Association in this Agreement has been violated.

Such complaints, if not resolved by discussion, shall be reduced to writing and delivered or forwarded to the local President of the Association, where upon it shall be discussed at Step 2 of the Grievance Procedure. Failing a satisfactory settlement within ten (10) working days after the meeting at Step 2, the Employer may refer the matter to arbitration in accordance with the arbitration procedures herein.

ARTICLE 8 - WRITTEN WARNING

8.01 In the event that it is deemed necessary by the Health Unit to censure a Nurse by way of written warning, the Health Unit shall provide the Nurse with a copy of the written warning. If requested by the Nurse, a copy of the written warning will be forwarded to the Nurse's Representative. A written warning to a Nurse will be removed from the Nurse's file if no other disciplinary action is taken against the Nurse for a period of eighteen (18) months from the date of the written warning or

censure. In the event that such written warning is removed, in accordance with this provision, from the Nurse's record, it shall not thereafter be used against the Nurse.

- 8.02 A copy of any completed evaluation which is placed in a Nurse's file shall first be reviewed with the Nurse. The Nurse shall initial such evaluation as having been read, and shall have the opportunity to add the Nurse's views, in writing, to such evaluation prior to it being placed in the Nurse's personnel file. A copy of the evaluation will be provided to the Nurse at her request.
- 8.03 Nurses shall have a reasonable opportunity to review their personnel file in the presence of a Nurse Representative, if requested, and upon prior appointment with their immediate Supervisor.

ARTICLE 9 - SENIORITY

- 9.01 For all provisions of this Agreement, seniority shall commence and accumulate from the date on which a Nurse was first employed by the Employer. A regular part-time Nurse shall accumulate seniority in accordance with the number of days worked since date of hire such that two hundred (200) full days worked is equivalent to one (1) year's seniority. Temporary Nurses who are retained on full-time service after the expiry of their temporary period of employment, or who are retained for a period of more than thirteen (13) continuous months shall acquire seniority and have their seniority dated back to the date upon which they commenced temporary employment as defined in Article 2.01(e).
- 9.02 A consolidated Seniority List of Nurses (as defined by Article 2.01(a)) showing each Nurse's name and professional category shall be posted on the bulletin board in each office in a conspicuous place on the Employer's premises and shall be revised every six (6) months. Complaints concerning the accuracy of such lists will be considered within fifteen (15) days of posting and if no complaint is received within that time such lists shall be presumed to be accurate. A copy of such lists will be sent to the Association at the time of posting. The initial seniority list to be prepared under this Agreement shall be settled between the Employer and the Association before such list is posted.
- 9.03 A newly hired Nurse shall be considered probationary until the Nurse has completed three (3) continuous months of service after which her name will be placed on the requisite Seniority List and her seniority shall date back to the date of employment. The termination of a probationary Nurse shall be at the discretion of the Employer.
- 9.04 Seniority shall be the determining factor in matters of promotions and transfers, provided Nurses who are affected have the professional skill, ability, qualifications, capability and related experience to do the work in question. Transfers shall include change in geographic location, nature of work, and transfers from full time to part time employment and vice-versa.
- 9.05 (a) In all cases where there is a reduction of the workload, such that there is a surplus of Nurses actively employed in the bargaining unit, the Employer shall lay off Nurses within their professional category on the basis of seniority, provided that probationary nurses shall be laid off first and the most junior nurses shall be laid off thereafter. The Nurses remaining after such layoff shall be willing, capable and qualified to perform the available work.

- (b) Nurses shall be recalled to positions in the bargaining unit in the reverse order of layoff provided they are willing, capable and qualified to perform the available work.
- (c) All Nurses who are on layoff will be given job opportunities in the bargaining unit before any new Nurse is hired into the bargaining unit provided the seniority provisions of Article 9.08 are met.
- (d) In the event of a layoff being considered, the Employer agrees to meet with the Association as soon as practical thereafter to discuss the details of the layoff and to consider suggestions from the Association.
- (e) Individual employees who are being laid off shall be given notice or pay in lieu of notice as required by the *Employment Standards Act*, or as otherwise agreed to between the parties, provided that a minimum of ten (10) days notice of lay-off will be given to employees who will be permanently laid off as defined by the *Employment Standards Act*.

- 9.06
- (a) Except for vacancies caused by leave of absence under Article 10.06, when a position covered by this agreement becomes vacant and the employer intends to fill the vacancy, the Employer will post up for a period of seven (7) working days in its bulletin boards in each office notice of the vacancy. The notice will contain the nature of the position and the geographic location of the vacancy. Any Nurse who wishes to be considered for the positions so posted shall submit to the Nurse's Director, written application for the vacancy with and not after seven (7) working days for the date on which the notice of the vacancy was first posted up. Each application shall set forth the applicant's qualifications, training and related experience in the work in question.
 - (b) The Employer will post any vacancy caused by transferring any successful applicant but shall not be required to post any further vacancies.
 - (c) In filling any vacancy under this Article 9.06, the provisions of Article 9.04 and 9.05 shall apply.
 - (d) A Nurse on a leave of absence which exceeds three (3) months may make a written request for transfer by advising the Employer and filing a Request for Transfer form indicating name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Employer and shall remain so until the expiry of the leave of absence during which it was filed. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy which may arise during the Nurse's leave of absence.

9.07 Except with the Employer's prior permission in writing, a Nurse who has successfully applied for any position under this Article shall not be entitled to apply for any posted position for six (6) months from the date of the Nurse's successful application. This provision shall have no application to a part time Nurse who applies for any position which provides for greater hours of work.

9.08 Seniority rights of a Nurse shall cease and the Nurse's employment shall be terminated if the Nurse:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent from work for more than three (3) consecutive scheduled working days without notifying the Employer. This provision may be waived by mutual consent of the parties;
- (d) is laid off and not recalled to work within a period of twelve (12) months from the date of lay-off;
- (e) after having been laid off for less than twelve (12) months fails, within five (5) days after notice of recall has been sent to the Nurse by the Employer by registered mail to the last address of the Nurse which the Employer has on record, to notify the Employer of the Nurse's intention to return to work or subsequently fails to return to work within ten (10) days after such notice was sent;
- (f) is absent from work due to illness for more than twelve (12) months, or until the Nurse's short term disability benefits pursuant to Article 11.01 are exhausted, whichever period of time shall be the longer; provided that such period may be extended in an individual case by agreement between the Employer and the Association.

9.09 The promotion or transfer of a Nurse to positions outside the bargaining unit is not covered by this Agreement. However, any Nurse who is transferred to a position outside the bargaining unit and who is subsequently transferred back to the bargaining unit shall be credited, on return, with seniority equal to the seniority held at the time of the original transfer outside the unit. No credit shall be given for seniority purposes for time spent in a position not subject to this Agreement.

ARTICLE 10 - LEAVES OF ABSENCE

- 10.01 Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Nurse's Director. Such requests are to be made as far in advance as possible and the Director will reply in writing except in cases of emergency. Seniority shall be accumulated for the first thirty (30) days of such leave.
- 10.02 When the Association wishes to have a Nurse attend a convention of the Association or where a Nurse is elected to a Provincial office of the Association, notice shall be given to the Employer advising of the name of the Nurse concerned and the length of the leave of absence required. The Employer will consider, and in its discretion, may grant any such leave of absence, having regard to the then current staff requirements in the Health Unit. Any such leave of absence shall be without pay and without loss of seniority.
- 10.03 (a) Two (2) Nurses will be granted a minimum of one (1) day's leave of absence with pay to attend the annual meetings of the Registered Nurses' Association of Ontario.

- (b) A Nurse who is appointed to represent the Association at the biennial meeting of the Canadian Nurses' Association will be given leave of absence with pay for a minimum of three (3) working days.

10.04 In the case of the death of a member of a Nurse's immediate family (sibling, parent-in-law, sibling-in-law, child-in-law, grandchild or grandparent) the Nurse will be granted a maximum of three (3) working days' leave of absence with pay. This leave may be extended by the Employer in a particular case provided that such extended leave shall be without pay.

In the case of death of a Nurse's child, stepchild, spouse, common-law spouse, same sex partner, parent, or step-parent, leave will be for five (5) working days.

For the purposes of this Article, parent shall mean a person who has demonstrated a settled intention to treat the Nurse as a child.

10.05 A Nurse who is subpoenaed as a witness or juror will receive pay for those days of the Nurses' regular schedule during which the Nurse is required to be absent by virtue of such subpoena. The amount of such pay will be that which together with witness or jury pay, less expenses, equals what the Nurse would have received for a normal schedule had the Nurse worked.

10.06 Family Responsibilities Leave

- (a) For the purposes of this clause, family is defined as spouse (including common-law spouse or same-sex partner), dependent children (including children of legal or common-law partners) and parents.
- (b) The Employer shall grant leave with pay under the following circumstances:
- i) a Nurse is expected to make every reasonable effort to schedule medical or dental appointments to minimize or preclude absence from work; however, when alternate arrangements are not possible, a nurse shall be granted up to five (5) hours per calendar year to attend medical or dental appointment(s) when a family member is incapable of attending such appointment alone, or for appointments with school authorities or adoption agencies. Nurses requesting such a leave must notify their supervisor as far in advance as possible;
 - ii) Leave with pay will be granted for personal reasons. Such leave will be taken in minimum one-half (1/2) day blocks and is available to a cumulative maximum of two (2) days per calendar year;
 - iii) up to eight (8) working days leave of absence without pay will be granted during any period a Nurse is required to be off work because of the hospitalization or convalescence following hospitalization of a family member;
 - iv) the Leave provisions in Article 10.06 (a), (b) and (c) satisfy the Emergency Leave Provisions in the *Employment Standards Act*.

Note: For information purposes only, Nurses are reminded that the Family Leave provisions available pursuant to the Employment Standards Act is currently eight (8) weeks.

- (c) The Employer will not unreasonably refuse any additional requests for family leave without pay.
- 10.07 (a) Upon written request by a Nurse who has been employed by the Health Unit for at least thirteen (13) weeks prior to the expected birth date, a leave of absence without pay but with accumulation of seniority shall be granted for pregnancy or parental leave for up to twelve (12) months. The Nurse returning to work after pregnancy or parental leave shall provide the Employer with at least two (2) weeks notice. Upon return from pregnancy or parental leave, the Nurse will be placed in a position consistent with the seniority provisions of this Agreement. In the event that the leave is longer than thirty-five (35) weeks, the Employer may fill the Nurse's position but at the end of the leave of absence, the Nurse will be offered the first vacancy in the Nurse's geographic area and classification.
- (b) Any leave of absence under this provision shall be with accumulation of seniority to a maximum of twelve (12) months. A doctor's certificate, or confirmation from the Adoption Agency, confirming the anticipated date of delivery or adoption must accompany the written request for maternity or adoption leave.
- (c) Nothing in this clause shall prevent the Employer from requiring a pregnant Nurse from taking a leave of absence earlier than noted in (a) above, if it is considered that her condition constitutes a hazard to herself or prohibits her from performing the normal requirements of her work unless she is able to produce a medical certificate otherwise.
- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (S.E.B.) Plan, a Nurse who is on maternity leave as provided under this agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 18 of the *Employment Insurance Act, 1971*, shall be paid a Supplemental Employment Benefit. Effective for pregnancy and parental leaves commencing after ratification that benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following the completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the Nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Nurses' regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
- (e) On confirmation by the Employment Insurance Commission of the Employer's Supplemental Employment Benefit (SEB) Plan, a Nurse who is on parental leave (including Adoptive Parents) as provided under this Agreement who has applied for and is in receipt of Employment Insurance Parental Benefits pursuant to Section 20 of the *Employment Insurance Act*. shall be paid a supplemental employment benefit. Effective for pregnancy and parental leaves commencing after ratification that benefit will be equivalent to the difference between eighty percent (80%) of the Nurse's

regular weekly earnings and the sum of the Nurse's weekly Employment Insurance Benefit and any other earnings. Such payment will commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the Nurse's Employment Insurance cheque stub as proof that the Nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The Nurse's regular weekly earnings shall be determined by multiplying the Nurse's regular hourly rate on the Nurse's last day worked prior to the commencement of the leave times the Nurse's normal weekly hours.

The Nurse does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) For those employees who commence pregnancy or parental leave after ratification, the employer's obligation to pay its portion of the benefits premium cost for the period shall be limited to fifty-two (52) weeks.

10.08 Employees shall be allowed five (5) continuous working days paid paternity leave of absence contiguous to the birth of a child or the return home of the mother (prorated for part-time Nurses).

10.09 Prepaid Leave

The Employer agrees to a prepaid leave program, funded solely by the Nurse, subject to the following terms and conditions:

- (a) The plan is available to Nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with part LXVIII of the Income Tax Regulations, Section 68.01, to enable them to take a one year leave of absence following the four (4) years of salary deferral.
- (b) The Nurse must make written application to the Nurse's Director at least six (6) months prior to the intended commencement of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) One Nurse shall be permitted to be on prepaid leave at one time. The year for purposes of the program shall be September 1st of one year to August 31st of the following year, or such other twelve month period as may be agreed upon by the Nurse, the Association and the Employer.
- (d) Written applications will be review by the Director or designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four years of salary deferral, twenty percent (20%) of the Nurse's gross annual earnings will be deducted and held for the Nurse and will not be accessible to the Nurse until the year of the leave or upon withdrawal from the plan.

- (f) The manner in which the deferred salary is held should be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Nurse.
- (h) All benefits shall be kept whole during the four years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but not accumulated during the period of the leave. The Nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which the Nurse is participating. Contributions to OMERS will be in accordance with the plan. The Nurse will not be eligible to participate in the Disability Income Plan during the year of the leave.
- (i) A Nurse may withdraw from the plan at any time during the deferral portion provided three months' notice is given to the Director. Deferred salary, plus accrued interest, if any, will be returned to the Nurse, within a reasonable period of time.
- (j) If the Nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the Nurse within a reasonable period of time. In case of the Nurse's death, the funds will be paid to the Nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the Nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the Nurse as much notice as is reasonably possible. The Nurse will have the option of remaining in the plan and re-arranging the leave at a mutual agreeable time or if withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the Nurse within a reasonable period of time.
- (l) The Nurse will be reinstated to the Nurse's former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave program will be subject to the Nurses' entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the Nurse is entering the prepaid leave program in accordance with Article 10.08 of the Collective Agreement.
 - ii) The period of salary deferral and the leave period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the Nurse to the Employer to enter the prepaid leave program will be appended to and forms part of the written agreement.

- 10.10 It is understood and agreed that the Health Unit may grant leave of absence without pay or continuation of any benefits except seniority for educational purposes to broaden nursing knowledge to any full time Nurse who has a minimum of three (3) years' seniority. The Employer will not generally grant such a leave of absence to more than one (1) Nurse at any one time nor for a period in excess of twenty-four (24) months in any three (3) year period to any individual Nurse.

ARTICLE 11 - ILLNESS ALLOWANCE

- 11.01 Effective March 1, 1988, in cases of absence due to non-occupational illness or accident, Nurse shall receive short term disability benefits as follows (pro-rated for part-time Nurses):

<u>Length of Service (seniority)</u>	<u>100% of Salary</u>	<u>75% of Salary</u>
(a) 3 mths but less than 1 year	1 week	16 weeks
(b) 1 year but less than 2 years	2 weeks	15 weeks
(c) 2 years but less than 3 years	3 weeks	14 weeks
(d) 3 years but less than 4 years	4 weeks	13 weeks
(e) 4 years but less than 5 years	5 weeks	12 weeks
(f) 5 years but less than 6 years	7 weeks	10 weeks
(g) 6 years but less than 7 years	9 weeks	8 weeks
(h) 7 years but less than 8 years	11 weeks	6 weeks
(i) 8 years but less than 9 years	13 weeks	4 weeks
(j) over 9 years	17 weeks	0 weeks

- 11.02 Short Term Disability Benefits under Article 11.01 are payable for a period of up to seventeen (17) weeks. A Nurse's allotment of one hundred percent (100%) weeks pursuant to 11.01 is based upon a calendar year and are automatically renewed each January 1st if a Nurse is working on that day.

- 11.03 A Nurse who is collecting Short Term or Long Term Disability Benefits on January 1st of a calendar year would not be entitled to a new allotment of one hundred percent (100%) weeks until the Nurse has returned to work on a full time basis.

- 11.04 Successive absences from work due to the same non-occupational illness or accident shall be considered as being the same period of disability unless such absence from work is separated by twenty-one (21) consecutive working days.

- 11.05 Nurses may accumulate seven (7) days of uncertified absence due to illness with a calendar year with one hundred percent (100%) pay. Such uncertified absences are distinct from the Short Term Disability Benefits outlined in 11.01. Absences due to illness in excess of these seven (7) days without certification shall be taken as leave without pay.

- 11.06
- (a) All absences due to illness beyond those covered by 11.05 shall be certified by a medical certificate and shall be paid according to the schedule of Short Term Disability Benefits outlined in 11.01.
 - (b) Medical certificates must be from a qualified medical practitioner certifying that the Nurse is unable to perform the Nurse's duties due to illness or accident and must specifically cover the entire duration of the absence.
 - (c) Medical certificates to certify days of illness must be submitted within eight (8) working days of the date of absence or upon the first day of return to work whichever is the earlier (subject to availability of the medical practitioner to provide the certificate in a timely manner.) Failure to provide medical certificates within this timeframe will result in the days of absence being taken as uncertified absences according to 11.05.
 - (d) The Employer will reimburse administrative fees charged by a medical practitioner for medical certificates.
 - (e) Where a Nurse is absent from work for five consecutive working days or where the Nurse has a rate of non continuous absence caused by a chronic illness, the Nurse shall, upon request, provide the Employer with additional information from a qualified medical practitioner detailing the required physical or cognitive restrictions which prevent the Nurse from carrying out their duties or the chronic nature of the illness that requires a higher than average rate of incidental absence due to illness.
 - (f) The information required in (e) shall be limited to the restrictions required, the impact of these restrictions on the Nurse's ability to carry out their duties, the continuous or chronic nature of the illness and the expected timeframe of such restrictions or where the timeframe is indeterminate, a reasonable date for reassessment.
 - (g) While awaiting and/or assessing such additional information the Employer may limit the Nurse's duties or place the Nurse on Short Term Disability while determining a suitable accommodation.
 - (h) The Association and the affected Nurse will be consulted before the Employer determines a suitable accommodation.
 - (i) Upon written notice, the Employer may, at its discretion, have a Nurse examined by a duly qualified medical practitioner mutually acceptable to the Employer and the Association. The report shall be limited as to whether or not the Nurse is fit to undertake all of the Nurse's duties or state the restrictions required and the expected timeframe of such restrictions or where the timeframe is indeterminate, a reasonable date for reassessment.
- 11.07 When a Nurse is given leave of absence without pay for any reason, or is laid off on account of lack of work, the Nurse shall not be entitled to Short Term or Long Term Disability Benefits under this article during such leave or lay-off.
- 11.08 Nurses who receive benefits pursuant to the *Workplace Safety and Insurance Act*, shall not be entitled to Short Term or Long Term Disability Benefits.

- 11.09 The Employer will pay one hundred percent (100%) of the cost of the premiums of a Long Term Disability Income Protection Plan, to enrol Nurses under a policy of insurance to provide coverage for a Nurse who has exhausted Short Term Disability Benefits. Coverage shall be to a maximum of 66 2/3% of salary (maximum \$3,500.00 per month) and shall commence on the 120th day of total disability due to illness or accident (24 month "own occupation" limitation, benefits, where eligible to age 65).
- 11.10 Entitlement to Long Term Disability Benefits shall be subject to the terms and conditions of the insurance policy. The Employer agrees to use its best efforts on behalf of the Nurse where there is a dispute between the insurer and the Nurse.
- 11.11 (a) Sick leave credits which have been accumulated by Nurses pursuant to the terms and conditions of the previous Collective Agreement shall be frozen as at February 29, 1988. They shall be paid to a Nurse having more than five (5) years' continuous service with the Employer, who ceases to be employed, or to the Nurse's representative(s), an amount computed on the basis of the Nurse's pay on the date of leaving service for a period equal to fifty (50) percent of the value of the Nurse's credits or a fraction thereof, as at February 29, 1988, but the amount shall not exceed one hundred and thirty (130) of 260 accumulated days' pay. Sick leave credits will be paid to part time Nurses in accordance with this provision in the proportion that their part time hours bear to full time hours.
- (b) Until a Nurse exhausts all sick leave credits frozen in Article 11.11 (a), unused sick leave credits may be utilized as follows:
- i) A Nurse may take up to five (5) vacation days per year by converting two (2) sick leave credits to one (1) day of vacation.
- ii) A Nurse may take leave of absence for up to three (3) days per year where the Nurse is required to care for an ill spouse or an ill child by converting two (2) days' sick leave credits to one (1) day of such leave;
- iii) A Nurse may top up short term disability benefits to a maximum of one hundred percent (100%) of the Nurse's regular pay or utilize sick leave credits on the basis of one third sick leave credit per day of absence to make up for any loss of pay under Article 11:04.
- 11.12 Any E.I. rebate as a result of implementation of sick leave plan shall be used to defray cost of premiums of income protection plan.

ARTICLE 12 - HOURS OF WORK

- 12.01 The parties agree that:
- (a) Subject to the approval of the Program Manager, Nurses will select and schedule their working hours for the benefit of the clients, consumers, and the community.
- (b) Each team will collaborate and coordinate to ensure adequate work coverage.

- (c) For the purposes of this agreement the weekend shall be defined as the period of time commencing after 4:30 p.m. on a Friday until before 7:30 a.m. on the following Monday.
- (d) Hours worked after 4:30 p.m. on a day before Good Friday, Canada Day and Remembrance Day shall be considered as overtime and reimbursed the same as hours worked after 4:30 on a Friday.

12.02

The Health Unit and the Association agree that the following guidelines apply to the interpretation and application of Article 12.01 (Hours of Work) of the Collective Agreement:

- (a) The Health Unit and the Association acknowledge and agree that, although the exception rather than the rule, nurses occasionally will not be able to schedule their normal working hours within the thirty-five (35) hour week averaged over a seventy (70) hour pay period ("flex time");
- (b) Flex-time shall be accumulated at straight time to an accumulative total of not more than thirty-five (35) hours;
- (c) The outstanding flex time shall be used according to the following schedule:

<u>Flex Time Accrued</u>	<u>Not To Exceed</u>	<u>Taken Before</u>
Jan 1 to Mar 31	455 hours	April 30
April 1 to June 30	455 hours	July 31
July 1 to Sept 30	455 hours	October 31
Oct 1 to Dec 31	455 hours	January 31

- (d) Flex time not used up in accordance with 12.02(c) above will revert to zero for that quarter.
- (e) When a Nurse's Program Manager directs a Nurse to work in excess of a thirty-five (35) hour work week averaged over a seventy (70) hour pay period, such time shall be considered overtime at one and one-half (1½) times regular time and may be taken as comp time subject to the approval of the Nurse's Program Manager.
- (f) Nurses may accumulate comp time to a maximum of thirty-five (35) hours (one (1) week) subject to the approval of the Nurse's Program Manager, which approval shall not be unreasonably withheld. Accumulated comp time, up to a maximum of thirty-five (35) hours will be paid out if such comp time is not taken prior to the end of the calendar year in which it was accumulated.
- (g) A nurse may, with the prior approval of the Program Manager may reduce her normal one (1) hour lunch period to one-half (½) hour and finish her workday one-half (½) hour earlier. Such approval shall always be subject to the operational requirements of the Health Unit.

12.03

Job Share Agreements

The parties mutually agree to continue with job sharing. Job sharing is defined as an arrangement whereby two (2) Nurses share hours of work of what would otherwise

be one (1) full time position. The Nurses working as job sharers will be classified as regular part time and will be covered by the Collective Agreement with the following exceptions:

- (a) The Employer will determine the suitability and number of job sharing positions.
- (b) Job sharing requests with regard to full time positions shall be considered on an individual basis.
- (c) Total hours worked by the job sharers equal to one (1) full time position. The incumbent Nurse shall determine the percentage of workload the Nurse will assume in the job share arrangement but incumbents must retain at least 50% of their position and the remaining hours will be posted as a job share position and selection will be made on the job posting criteria set out in Article 9.09 of the Collective Agreement, provided that the position need only be posted for a period of five (5) working days.
- (d)
 - i) In the event that no members of the bargaining unit apply for the position, then the Health Unit shall be at liberty to hire a Nurse to fill the position. The incumbent Nurse and the Nurse who assumes the remaining time of the incumbent Nurse's full time position shall be considered as a job sharing arrangement.
 - ii) In the event that the Health Unit is unable to obtain the services of a Public Health Nurse to assume the second part of the job share arrangement, then it will revert to a full time position and the incumbent nurse will have first refusal to assume the full time position.
 - iii) Should the incumbent nurse not wish the full time position, then the incumbent Nurse may exercise seniority rights to assume a regular part time position, equal to or lesser than the FTE occupied as a job share, as permitted by the Collective Agreement. If the Nurse exercises this option, then the Health Unit shall be at liberty to fill the Nurse's full time position in accordance with the terms and conditions of the Collective Agreement.
 - iv) Job Shares shall be limited to a maximum time period of five (5) years, at which time the incumbent Nurses shall assume their full time position. If the Nurse does not wish to assume the full time position, the Nurse may assume the part time position on a permanent basis, and the Health Unit shall be at the liberty to hire into the remaining part of the original job share on a permanent part time basis.
- (e) Nurses employed in this job sharing arrangement shall be paid a salary based upon their proper placement on the salary grid set out in the Collective Agreement (Appendix "A") between the Health Unit and the Association.
- (f) The Health Unit shall only be obligated to pay the percentage of its normal contribution towards the cost of premiums for any benefits that is equivalent to the ratio of the incumbent Nurse's regular job shared hours. The incumbent Nurse will assume the remaining cost of premiums. The other

Nurse in the job share will be paid benefits in accordance with the Collective Agreement.

- (g) The incumbent Nurse shall have the right to change or terminate the Job Share arrangement by giving the Employer one month's notice.
 - (h) Should the job sharing arrangement terminate, the job sharing partner shall exercise her seniority rights in accordance with the collective agreement.
- 12.04
- (a) Where the Employer assigns a Nurse to be on standby, the Nurse shall be paid at the rate of one (1) hour's regular pay for each four (4) hours of assigned standby. A Nurse assigned to standby shall be required to carry and respond to a pager.
 - (b) A Nurse who is physically called back to work outside the Nurses' regular working hours (whether or not on standby) shall be paid a minimum of three (3) hours at overtime rates.
 - (c) Nurses required to make phone calls on the weekend shall be paid a minimum of three (3) hours at the regular rate of pay plus time and one-half for time spent for each phone call.

ARTICLE 13 - PAID HOLIDAYS

- 13.01 The following, or days celebrated in lieu thereof, shall be recognized as holidays to be paid for at regular salaries:
- | | |
|----------------|--|
| New Years' Day | Thanksgiving Day |
| Family Day | Remembrance Day |
| Good Friday | Christmas Day |
| Easter Monday | Boxing Day |
| Victoria Day | Last half working day before |
| Canada Day | Christmas Day (½ day p.m.) |
| Civic Holiday | Last half working day before New Year's Day (½ day p.m.) |
| Labour Day | |
- 13.02 In order to qualify for such holiday, Nurses must work their last scheduled working day before and their first scheduled working day after such holiday and must work on the holiday if they are scheduled to work, unless absent on any of such days with the permission of the Employer.
- 13.03 In the event that a Nurse is scheduled to work on any paid holiday and works on the holiday, the Nurse shall be paid time and one half (1 ½) the Nurse's regular hourly rate (or receive compensating time off in lieu thereof in accordance with Article 12) for all hours worked plus another day off with pay regardless of the amount of time worked on the statutory holiday. Such day shall be at a mutually agreed upon time between the Nurse and the Nurse's Supervisor.
- 13.04 Paid holidays shall be pro-rated for all part time Nurses.

ARTICLE 14 - VACATIONS

14.01 Full time Nurses covered by this Agreement shall be entitled to a vacation of twenty (20) working days with pay after one (1) year of service. A Nurse employed for less than one (1) year shall receive a vacation on a pro-rata basis calculated at 1 2/3 days vacation for each month of service during her employment period.

The above shall be pro-rated for part-time Nurses.

14.02 Full time Nurses covered by this Agreement who have completed fifteen (15) years of service, shall be entitled to an annual vacation of twenty-five (25) working days with pay.

Effective the 2010 vacation year, full time Nurses covered by this Agreement who have completed thirteen (13) years of service, shall be entitled to an annual vacation of twenty-five (25) working days with pay.

14.03 Full time nurses covered by this Agreement who have completed twenty (20) years of service, shall be entitled to an annual vacation of thirty (30) working days with pay.

14.04 Subject to Article 14.07, Nurses shall indicate their preference as to vacation. In the case of a conflict, preference between two or more Nurses, seniority shall govern. The scheduling of vacation shall be subject to the approval of the Director, having regard to staffing requirements and the efficiency and requirements of the operation of the Employer.

14.05 When a holiday occurs during a vacation, a Nurse shall receive an additional day of vacation.

14.06 Nurses may carry over five (5) days of vacation into the next vacation year (pro-rated for part time Nurses). With the approval of their Director, Nurses may carry over an additional five (5) days of vacation (pro-rated for part time Nurses). This additional five (5) days, if carried over, must be used by March 31.

Vacation time is taken in one hour increments. i.e. three (3) hours, seven (7) hours, etc.

14.07 When a Nurses' employment is terminated for any reason other than discharge for just cause they shall be entitled to that portion of their vacation pay which they have earned up to the date of such termination. When a Nurse is discharged for just cause the Nurse shall be entitled to vacation pay in accordance with the Employment Standards Act and not as provided in this Agreement.

14.08 A Nurse who wishes to take annual vacation in an unbroken period may do so only in July and/or August unless the Employer otherwise agrees. Requests for vacation times shall be made by the Nurse as far in advance as possible and shall be scheduled by the Employer to meet the requirements of the Health Unit and the request of the Nurse. Vacation requests shall not be unreasonably denied.

ARTICLE 15 - BENEFIT PLANS

- 15.01 (a) Continuation of benefits during an approved leave of absence or lay-off will be permitted providing premiums continue to be paid by the Nurse.
- (b) Benefits paid by the Employer for part time Nurses are pro-rated to the proportionate number of hours worked in accordance with Article 18.02.
- 15.02 Pensions
- O.M.E.R.S. and Canada Pension Plan shall apply to the Nurses covered by this Agreement. The Employer will contribute fifty percent (50%) of the cost of this Plan.
- 15.03 Hospitalization
- (a) Full time Nurses will be enrolled in the Ontario Health Insurance Program if they are eligible for such enrolment immediately following their employment; one hundred percent (100%) of the billed premium for semi-private or private benefits shall be paid by the Employer.
- (b) Regular part time Nurses will be enrolled in the Ontario Health Insurance Program if they are eligible for such enrolment immediately following their employment; one hundred percent (100%) of the billed premium for semi-private or private benefits shall be paid by the Employer.
- 15.04 The Employer will pay one hundred percent (100%) of the cost of the premiums to provide life insurance equal to two times (2 x) annual salary, coverage being subject to the terms of the policy of insurance.
- 15.05 The Employer agrees to contribute on behalf of each eligible Nurse covered by this Collective Agreement, one hundred percent (100%) of the billed premium under an Extended Health Care Plan (Green Shield of Canada or it's equivalent). The prescription drug portion of the plan shall provide for a co-insurance payment, by the Nurse, of two dollars (\$2.00) per prescription.
- The Health Unit will look into the possibility of bundling the maximum benefit for chiropractic, massage and physiotherapy.
- 15.06 Effective the month following ratification, the Employer agrees to contribute one hundred percent (100%) of the premiums on behalf of each eligible Nurse (prorated for part time Nurses) necessary for enrolment in a Dental Plan (Green Shield of Canada or its equivalent) with Level 1 coverage to a maximum of one thousand dollars (\$1,000.00) per individual per twelve (12) month period commencing every March 1st with coverage based on the ODA Schedule of Fees in effect during the prior calendar year, and the Nurses hereby consent to having the remainder deducted from their pay cheques. The ODA Schedule of Fees shall first be updated on March 1, 2005 and on March 1st of each year thereafter.
- 15.07 The Employer agrees to contribute one hundred percent (100%) of the premiums (prorated for part time Nurses) necessary to enrol Nurses in a Vision Care Plan which provides coverage of three hundred dollars (\$300.00) per individual every twenty-four (24) months.

Effective the month following ratification, the Vision Care Plan shall be amended to provide:

- (a) \$300.00 per individual for every twenty-four (24) months; and
- (b) one (1) eye examination every twenty-four (24) months to a maximum of \$75.00 for individuals not covered under OHIP.
- (c) the twenty-four (24) month periods referred to in (a) and (b) above shall be calculated from March 1, 2006.

15.08 The Employer shall provide the Association with the name of the carrier(s) which provides the benefit plans defined in Article 15. The Employer shall also provide the Association with a copy of all current information booklets.

ARTICLE 16 - COMPENSATION

16.01 Salaries and professional classifications are set forth in Appendix "A" and will remain in effect for the duration of this Agreement.

ARTICLE 17 - CAR ALLOWANCE

- 17.01 (a) Nurses who are required, in the course of their employment, to use their personal automobiles for business on behalf of the Employer shall choose one of the following methods of compensation:
- i) 0 to 5000 kilometres - 54.4 cents per kilometre; and 5001 or more kilometres - 48.8 cents per kilometre; or
 - ii) \$100.00 per month flat rate plus 30.3 cents per kilometre driven (in the case of part time employees the flat rate shall be five dollars (\$5.00) per day worked to a maximum of one hundred dollars (\$100.00) per month.

Option ii) is only available to those Nurses who are, as a condition of employment, required to use their personal automobile on behalf of the Employer.

Nurses shall make their selection of December of each year for the method that will apply for the full duration of the following calendar year.

- (b) The transportation allowance provided in Article 17.01 (a) shall be adjusted annually on April 1st of each year by the percentage equal to the percentage change in the transportation component of the Consumer Price Index (time Base 1986 - Canada Wide) from the previous April to April of the year for which the change is being calculated. The Union shall be notified of any changes.
- (c) The Employer reserves the right to verify Nurses' mileage.
- (d) On the prior approval of a Nurse's Program Manager, in circumstances where a Nurse is assigned to work at a location more than one hundred

(100) kilometres from the Nurse's regular home office, the Employer shall pay the cost of a room rental for staying in a hotel/motel in circumstances where inclement weather conditions result in unsafe driving conditions.

- 17.02 Parking charges incurred while on duty away from the office will be reimbursed through expense accounts.

ARTICLE 18 - MISCELLANEOUS

- 18.01 Throughout this agreement, the entitlement to benefits, compensation, and pay may be pro-rated for part time Nurses. Wherever the terms and conditions of this Collective Agreement are pro-rated for part time Nurses the entitlement to the term or condition of employment shall be a percentage of the full time Nurses' entitlement based on the pro-ration which the part time Nurses' regular weekly hours of work bears to the full time weekly hours.

ARTICLE 19 - DURATION

- 19.01 This Agreement shall remain in full force and effect from January 1, 2009 to and including December 31, 2011, and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification shall be made not more than ninety (90) days prior to the termination date of this Agreement.
- 19.02 Negotiations with respect to renewal of this Agreement shall commence within fifteen (15) days of such notice.

SIGNING PAGE

SIGNED at Belleville this 22 day of July 2010.

ON BEHALF OF
BOARD OF HEALTH HASTINGS AND
PRINCE EDWARD COUNTIES
HEALTH UNIT

Jim
Kori Liu

ON BEHALF OF
ONTARIO NURSES' ASSOCIATION

Chewar
Bastard

APPENDIX "A"

SALARY SCHEDULE

NOTES

1. Nurses who have previous experience in another Public Health Unit (whether or not in Province of Ontario) in the same professional category, shall be entitled to:

One (1) increment for one (1) previous years experience;

Two (2) increments for two (2) previous years experience;

Three (3) increments for three (3) previous years experience;

Four (4) increments for five (5) or more years of previous experience;

Allowance for previous experience with a Community Health Nursing Agency other than a Health Unit, such as a VON, shall be based on the following, provided such experience was in the same general professional category:

One (1) increment for two (2) years experience;

Two (2) increments for four (4) years experience;

Three (3) increments for five (5) or more years experience.

Allowance for previous experience in teaching and health promotion activity will be based on the following, provided such experience was in the same general professional category:

One (1) increment for three (3) years experience;

Two (2) increments for five (5) or more years experience.

Nurses with previous experience in a hospital that is directly related to the client base, the client needs and the client programs that will be service in the Health Unit position shall be entitled to one increment for each year of such experience to a maximum of five (5) years on the grid.

2. Nurses will progress one increment on the salary scale on her anniversary date of employment.
3. Nurses whose registration is pending shall be paid ten percent (10%) less than the starting salary in the Nurse's category. Graduates who have been successful in the registration examination of the College of Nurses of Ontario, upon presentation of proof of success, shall be given Registered Nurses' salary or Public Health Nurses' salary retroactive to the date of the examination, or date of employment, whichever is later. Nurses shall be on probation until proof of success is provided.
4. For the purposes of determining placement of regular part time Nurses on the salary grid, two hundred (200) full days worked shall be equivalent to one (1) year of service.
5. Salaries shall be as follows:

Classification

PHN			
	Effective	Effective	Effective
	1-Jan-09	1-Jan-10	1-Jan-11
Start	64294	66061	67712
1 Year	65560	67363	69047
2 Years	66831	68669	70386
3 Years	68099	69972	71721
4 Years	69370	71278	73060
5 Years	70641	72584	74398
6 Years	71909	73886	75733
7 Years	73181	75193	77073
8 Years	74418	76465	78376
25 Years	75907	77994	79944
RN			
	Effective	Effective	Effective
	1-Jan-09	1-Jan-10	1-Jan-11
Start	60090	61743	63286
1 Year	61361	63049	64625
2 Years	62628	64350	65959
3 Years	63898	65655	67296
4 Years	65170	66962	68636
5 Years	66439	68266	69972
6 Years	67707	69569	71309
7 Years	68976	70873	72645
8 Years	70205	72136	73939
25 Years	71609	73578	75418
RPN			
	Effective	Effective	Effective
	1-Jan-09	1-Jan-10	1-Jan-11
Start	45662	46918	48091
1 Year	46750	48036	49237
2 Years	47842	49158	50386
3 Years	48931	50277	51534
4 Years	50024	51400	52685
5 Years	51113	52519	53832
6 Years	52202	53638	54979
7 Years	53314	54780	56149
8 Years	54449	55946	57345
25 Years	55539	57066	58493

LETTER OF UNDERSTANDING

BETWEEN

**HASTINGS AND PRINCE EDWARD COUNTIES HEALTH UNIT
(The "Employer")**

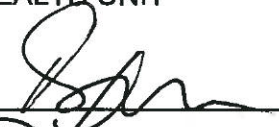
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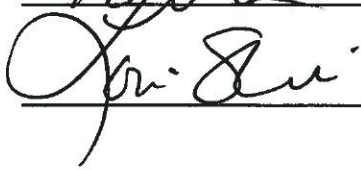
**ONTARIO NURSES' ASSOCIATION
(The "Union")**

The parties agree that, for the purposes of the hours of work provisions of the Employment Standards Act, a Nurse's regular daily hours of work are those regular hours worked as determined by the Nurse and the Nurse's Program Manager in accordance with Article 12 of the collective agreement.

SIGNED at Belleville this 22 day of July 2010.

ON BEHALF OF
BOARD OF HEALTH HASTINGS AND
PRINCE EDWARD COUNTIES
HEALTH UNIT





ON BEHALF OF
ONTARIO NURSES' ASSOCIATION

