

COLLECTIVE AGREEMENT

Between:

**THE BOARD OF HEALTH OF THE HALIBURTON, KAWARTHA,
PINE RIDGE DISTRICT HEALTH UNIT
(Hereinafter referred to as the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Association")**

Duration: January 1, 2010– December 31, 2011

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to foster a harmonious relationship between the Employer and its employees, and to provide an orderly and amicable method of settling any differences or grievances which may arise between the parties so as to allow the Employer and the members of the bargaining unit to meet their mandate of providing public health service in a fair and reasonable way.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole collective bargaining agent for all registrants of the College of Nurses employed by the Board of Health of the Haliburton, Kawartha, Pine Ridge District Health Unit, save and except supervisors and persons above the rank of supervisors.
- 2.02 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 Bargaining Unit described in Article 2.01.

ARTICLE 3 – RELATIONSHIP

- 3.01 The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Association, if that employee wishes to do so, and may refrain from becoming a member of the Association, if that employee so desires.
- 3.02 The Employer and the Association agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Association or because of an employee's activity or lack of activity in the Association.
- 3.03 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, age, sex, nationality, ancestry, place of origin, residence, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment. The Employer and the Association agree to abide by the Human Rights Code.
- 3.04 It is agreed that the Association and the employees will not engage in Association activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Director, Administration and Human Resources, or unless otherwise provided in this Agreement.
- 3.05 The Employer shall deduct each month from the pay due to each employee covered under this Agreement a sum or sums equal to the regular monthly Association dues of a member. 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 at the end of each month its cheque for the dues deducted under this clause, together with a list of the names and social insurance numbers of the employees from whom such deductions have been

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

- 3.06 The Employer will send to the Ontario Nurses' Association all employee address changes as soon as the Employer is made aware.

ARTICLE 4 - COMMITTEES AND REPRESENTATIVES

- 4.01 The Employer acknowledges the right of the Association to appoint or otherwise select Committees composed of not more than three (3) representatives who are employees of the Employer within the bargaining unit who have completed their probationary period. The Association shall advise the Employer of the employees serving as representatives. The function of these Committees will be as follows:

(a) Negotiating Committee

To negotiate the renewal of this Collective Agreement. A fourth member may be added to the Negotiating Committee if required.

(b) Grievance Committee

To be responsible for the handling of all grievances, in accordance with the procedures herein.

(c) Labour-Management Committee

The Labour-Management Committee shall consist of up to twelve (12) representatives appointed in equal numbers from the Employer, the Union, and the Canadian Union of Public Employees. However, this does not preclude meetings being held from time to time, at the call of either party, to discuss issues pertinent to the employees of the ONA bargaining unit.

The purpose of the Labour-Management Committee and its meetings will be to provide a forum for informal discussion and resolution of matters arising between the parties without violating the Collective Agreement, and without prejudice to the grievance procedure and/or its time limits if it has appeared that further discussion of a matter may be productive.

It is expected that the Labour Management Committee will meet bi-monthly. The parties will rotate the responsibilities for setting the agenda, chairing, and recording minutes of the meetings.

These Committees shall have the right to assistance from outside counsel at their own expense, if it is deemed necessary.

- 4.02 The Association acknowledges that representatives and Association officers have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their immediate supervisors and such permission shall not be unreasonably withheld. The privilege of such representatives to leave their work without loss of salary for the

purpose of meeting with the Employer, shall be granted on the following conditions:

- (a) Such business must be between the Association and the Employer;
- (b) The time shall be devoted to the prompt handling of the said business;
- (c) The time away from work shall be reported in accordance with the timekeeping methods of the Health Unit;
- (d) The Employer reserves the right to limit such time if the time so taken is unreasonable;
- (e) The Employer will not pay for employees' attendance or expenses at arbitration hearings unless requested by the Employer to attend.

Incidental expenses incurred, such as mileage, meals and time beyond seven (7) hours, etc. will be borne by the representatives concerned.

4.03 Occupational Health and Safety Committee

The Health and Safety Committee shall have a minimum of two (2) representatives selected or appointed by the Association.

The role(s) of the representative(s) shall be in accordance with current Occupational Health and Safety legislation.

- 4.04 The Association shall be required to appoint two (2) representatives to the Joint Occupational Health and Safety Committee. The role of the representative shall be in accordance with the Occupational Health and Safety Act and Regulations.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Association acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer and suspend employees and also the right of the Employer to discipline or discharge any employee for just cause. Provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged, suspended or disciplined for other than just cause may be the subject of a grievance and dealt with as hereinafter provided.

- 5.02 The Association further recognizes the right of the Employer to operate and manage the Health Unit in all respects in accordance with its commitments and its obligations and responsibilities: to decide, at any time, on the number and type of employees; the specific hours of work of each employee; the assignments given to any employee, the number and location of offices, clinics; to use modern methods, machinery and equipment; the complete jurisdiction over all of its offices.

- 5.03 It is understood that the exercise of these rights shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 A grievance shall be defined as a complaint regarding the interpretation, application, administration or alleged violation of this Agreement or, in the case of an employee who has acquired seniority under this Agreement, a complaint that she has been discharged, suspended or disciplined without just cause.
- 6.02 Prior to the initiation of any grievance, the affected employee shall discuss the matter with her supervisor or the Employer representative most closely associated with the circumstances giving rise to the grievance. She shall have representative of the Union present during such discussions. Failing satisfactory resolution of the problem at the complaint stage, a grievance shall be reduced to writing within ten (10) calendar days of the grievor's becoming aware of the circumstances giving rise to the grievance and be processed according to Article 6.03.
- 6.03 Step No. 1
- The Union shall present the grievance in writing to the Director. The employee shall have the assistance of a member of the Grievance Committee. If a settlement satisfactory to the employee concerned is not reached within ten (10) calendar days, the next step in the Grievance Procedure may be taken at any time within ten (10) calendar days thereafter.
- Step No. 2
- The Union may submit the grievance in writing to the Medical Officer of Health. A meeting may be called within ten (10) calendar days from the date of the receipt of the grievance, unless mutually extended by agreement of the parties. A representative of the Ontario Nurses' Association and the grievor will be present at this meeting. If a decision rendered is not satisfactory, or if no decision is rendered within ten (10) calendar days of the date of the Step 2 Meeting, the grievance may be referred by either party to the Board of Arbitration as provided in Article 7 at any time within thirty (30) calendar days thereafter.
- Step No. 3
- If prior to arbitration, the Union wishes to make a written submission to the Board of Health for consideration, the Board will review the Union's submission. The Board may substitute any other penalty for a discharge or other discipline as the Board deems just and reasonable in all the circumstances.
- 6.04 If no reply is received by the grievor at any step of the Grievance Procedure within the given time limits, the grievance shall be referred to the next step. The Employer will provide the Union with copies of any replies to grievors.
- 6.05 Any of the time allowances provided above may be extended by mutual agreement in writing between the parties. Any time limits referred to in the Grievance Procedure shall be exclusive of Saturday, Sunday, or holidays observed by the Employer, and scheduled days off of the aggrieved employee.

ARTICLE 7 – ARBITRATION

- 7.01 Both parties to this Agreement agree that any dispute or grievances concerning the interpretation or alleged violation of this Agreement which has been properly carried through all steps of the Grievance Procedure outlined in Article 6 and which has not been settled, will be referred to a Board of Arbitration at the request in writing of either of the parties hereto.
- 7.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Association and a third person to act as Chairman, chosen by the other two members of the Board.
- 7.03 Within five (5) days of the request of either party for a Board, each party shall notify the other of the name of its appointee. Should the recipient of the above request fail to appoint an appointee within the five (5) days, the Minister of Labour of the Province of Ontario will be asked to appoint one on its behalf.
- 7.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Association fail to agree on a third person within seven (7) days of the notification mentioned in section 7.03, the Minister of Labour of the Province of Ontario will be asked to appoint a person to act as Chairman.
- 7.05 The decision of a Board of Arbitration or a majority thereof constituted in the above manner shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board.
- 7.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement, provided that the Board shall have the right to substitute any other penalty for a discharge or other discipline as the Board deems just and reasonable in all the circumstances.
- The Board of Arbitration in disputes concerning sick leave shall have the power to refer a grievor for an independent medical evaluation prior to rendering a decision.
- 7.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and of its own witnesses, and the parties will jointly bear the expenses, if any, of the Chairman.
- 7.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 7.09 The Employer and the Association may by written agreement substitute for specific grievance or grievances a named umpire for the Board of Arbitration provided for herein (whether or not such Board has been constituted) and the umpire shall possess the same powers and be subject to the same limitations as a Board of Arbitration hereunder.

ARTICLE 8 - DISCHARGE AND DISCIPLINE CASES

8.01 In the event that an employee who has attained seniority is discharged or disciplined, the Employer at the time of discharging or disciplining such employee shall inform the employee of the reasons for such action, in writing, and if the employee feels that the discharge or discipline was not for just cause, the case may be taken as a grievance commencing at Step 2 of the Grievance Procedure. At the time of discipline or discharge of an employee, the employee is to be represented by the Local Union. The Employer shall advise the employee of this requirement in advance.

8.02 Such grievance must be presented in writing, dated, and signed within ten (10) working days following the discharge or discipline.

8.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with full compensation for time lost, or by an arrangement which is agreed to by all parties.

8.04 Termination of Temporary Employees

It is understood that a temporary employee who does not provide services for the employer for a period of more than 24 months will be terminated, subject to the provisions of the Ontario Human Rights Code.

Current temporary employees will be notified of this condition of continued employment and new employees will be informed at the time of temporary hire.

ARTICLE 9 - EMPLOYER AND ASSOCIATION GRIEVANCES

9.01 It is understood that either party may submit to the other any complaint with respect to any interpretation, application or alleged violation of this Collective Agreement, including any material of general policy which would not be adequately addressed by an individual grievance. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and be discussed at Step 2 of the Grievance Procedure. Failing a satisfactory settlement within ten (10) calendar days after the filing of such grievance, the grievance may be referred to arbitration within a further thirty (30) calendar days.

ARTICLE 10 – SENIORITY

10.01 (a) In all cases of promotion and staff transfer, appointment shall be made of the senior qualified applicant who possesses the skill, and ability to perform the available work. Notice of available positions, together with a description of the required qualifications and abilities shall be provided to all staff. Job postings are for a period of five (5) working days, except with the written agreement of the Union. Seniority shall not be a factor if internal applications are submitted outside the posting time frame.

(b) A layoff shall be defined as any reduction of the work force or normal working hours. Should such a reduction seem necessary, the Employer will meet with the Union to discuss the circumstances giving rise to the

layoff and to consider suggestions aimed toward minimizing the negative effects of such layoff. All affected employees shall be provided a minimum of eight (8) weeks' notice of a layoff, or pay in lieu thereof.

A reduction in the normal hours of part time employees will be determined by averaging working hours over the preceding six pay periods. A part time employee who has committed to be available for work and subsequently is unavailable for such work shall have those unworked hours included in the averaging referred to above, unless she was ill, on an approved leave of absence, or on vacation.

Employees shall be laid off in reverse order of their seniority providing those who remain are qualified, and able to perform the available work satisfactorily after a familiarization period of five (5) working days. Similarly, employees shall be recalled from layoff in order of their seniority providing they are qualified, and able to perform the available work.

No new employee will be hired while qualified satisfactory employees, who are capable of doing the work after a five (5) day familiarization period, are laid off.

Seniority and service shall be retained during layoffs. The Employer will continue to pay its share of all insured benefit premiums to the end of the month in which the layoff occurs, after which time the employee must pay the full premium cost of maintaining benefits.

- 10.02
- (a) For all provisions of this Agreement, seniority shall commence and accumulate from the date on which a full time nurse was first employed by the Employer. Seniority is bargaining-unit wide.
 - (b) A part-time nurse shall accumulate seniority on the basis of one (1) year for each 1820 paid hours. From July 1, 1997 to December 31, 1999, seniority was accumulated on the basis of 1690 paid hours.
 - (c) A part-time nurse whose status is altered to full-time will be given credit for seniority and service on the basis of 1820 paid hours being equivalent to one (1) year of full-time seniority and service and vice versa. In addition, a nurse whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.
 - (d) A seniority list showing each nurse's name shall be posted on a bulletin board in each office location of the Employer in January. The list shall show date of hire, seniority date, increment date and cumulative hours. A copy of such list will be sent to the Association at the time of posting.

- 10.03
- A newly employed nurse shall be considered a probationary nurse until she has completed three (3) continuous months of service, after which her name shall be placed on the seniority list, and her seniority shall be from the date of her last hiring by the Employer. The probationary period may be extended an additional three (3) months by mutual agreement between the Director and the President of the Local. A written assessment of the nurse's performance, ability, etc., will be made by the Director or her designate within ten (10) days prior to the expiration of the probationary period.

The probationary nurse shall meet with the Director or her designate to discuss such assessments. During the probationary period, termination shall be deemed to be for just cause. No grievance may be submitted under this Agreement concerning the termination of employment.

For part-time nurses, the probationary period shall be three (3) full months' worked (420 hours based on a 7 hour day), or equivalent.

- 10.04 When vacancies occur or new jobs are created, notice of such positions shall be provided to all staff. Posting of these positions is for a period of five (5) working days, during which time employees will have the opportunity to apply and be considered before such jobs are advertised and outside applicants considered. All employee applicants will be notified of the name of the successful applicant not more than five (5) working days after the position. Where the employee has been selected in accordance with this Article and subsequently it is determined after sixty (60) working days that she cannot satisfactorily perform the new duties, she shall be returned to her former position, wages or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position, wage or salary rate without loss of seniority.
- 10.05 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
- approved leave of absence with or without pay up to a period of one (1) month in any calendar year;
 - when in receipt of WSIB;
 - when in receipt of illness allowance as defined in the Short Term Disability Plan.
 - when on pregnancy/parental leave.
- (b) Seniority shall be retained, subject to paragraphs (a) and (c) hereof, only when an employee is absent from work under the following circumstances:
- approved leave of absence with or without pay;
- (c) Seniority shall terminate and an employee shall cease to be employed by the Employer when she:
- resigns for any reason;
 - is discharged for just cause and is not reinstated;
 - is absent without pay for a period of one (1) year by reason of illness or accident, unless prohibited by statute;
 - is absent from work for more than three (3) consecutive scheduled working days without leave and without giving a valid reason;

- does not return to work after an approved leave of absence without giving a valid reason;
- is laid off and not recalled to work within the following time frame;
- up to one (1) year's seniority - length of seniority, one (1) to five (5) years' seniority - one (1) year; five (5) or more years' seniority - twenty-four (24) months.

10.06 All seniority, illness, vacation and other credits obtained under this Collective Agreement shall be retained and transferred with the nurse if she is reclassified from full-time employment to part-time employment and vice versa.

10.07 A member of the bargaining unit may transfer into a specified position outside the bargaining unit for a specified purpose and for a specified period of time not exceeding six months; and that

Such member shall retain but not accrue seniority as of the time of transfer out; and that

On return to the bargaining unit she shall be credited with this previously retained seniority.

ARTICLE 11 - ORIENTATION AND PROFESSIONAL DEVELOPMENT

11.01 Nurses shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include:

- (a) Orientation programs shall be developed for all new nurses and prior to any nurse assuming responsibility for a program.
- (b) A staff educational program related specifically to professional development for all nurses including part-time nurses.

This opportunity shall be divided equally amongst all nurses at the discretion of the appropriate Director.

- (c) Supervision which includes periodic conferences for discussion of written evaluations one (1) year following employment, annually for the first five (5) years of employment, and thereafter every two (2) years at the Director's discretion. Nurses shall be given copies of all evaluations after they have been appropriately signed.
- (d) Attendance for nurses who are members at professional meetings (for example, RNAO, CNA, OPHA and CPHA), for at least one (1) day without loss of regular salary provided that it does not unreasonably interfere with the efficient operation of the Health Unit, at the discretion of the Director. The maximum number of nurses absent for any one period for this purpose shall not exceed two (2) per office.

- (e) Leave of absence without loss of regular pay to allow a nurse to write the required examination on completion of a course of study relevant to the profession if approved by the Director except when in receipt of Educational Support.

The parties agree that whenever a nurse is chosen by the College of Nurses of Ontario to participate in Practice Review, the provisions of Article 11.01(e) will be interpreted to include the Practice Review Written Assessment and such selection will not require approval by the Director. In such situations, the Director will be informed of the date of the written assessment

- (f) Leave of absence from regular duties without loss of regular pay, fees, travel allowance as set out in Article 17, accommodation, and a meal allowance up to fifty dollars (\$50.00) per day for short courses, workshops and meetings approved by the Director may be allowed. The number of nurses and the selection of nurses allowed to attend to be at the discretion of the Director. *(No reimbursement for alcohol: breakdown of Breakfast \$10.00, Lunch \$14.00, Dinner \$26.00).*
- (g) Notwithstanding the provisions of Article 19 and any other relevant article, where the Director approves the attendance for a short course, workshop or meeting, the employee shall be paid at her straight time hourly rate for all time spent in attendance and in transit as per course curriculum or meeting agenda. The Employer shall also compensate the nurse for all mileage in accordance with Article 17.
- (h) Information concerning relevant courses and workshops pertaining to any aspect of nursing shall be posted as far in advance as possible, so that nurses may make application for leave.
- (i) When a nurse serves in a participatory role for a conference or workshop (i.e. sponsor, presenter, planning committee), the provisions of Article 19 – Hours of Work and Overtime shall apply. The nurse shall be compensated at the current collective agreement standby rate for all hours after the conclusion of the workshop/conference day, and the beginning of the next. Should a nurse be called to work during this period, the provisions of Article 19.01 (d) will apply.

11.02 The Employer agrees to maintain a bargaining unit complement of at least sixteen (16) Full-time Equivalents that must include at least ten (10) full-time positions. The Employer shall not reassign to persons outside the bargaining unit work performed by members of the bargaining unit if it causes or results in the layoff of members of the bargaining unit.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.01 (a) The Employer will grant leave of absence without pay to not more than three (3) employees at any one time to attend Association conventions and conferences for a period or periods not exceeding in the aggregate thirty (30) days for all the members of the Association in any one calendar year, provided that sufficient notice is given so that the absence shall not

interfere with the efficient operation of the Health Unit. In the event, that an employee is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, the total aggregate will increase to forty (40) days.

- (b) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leave(s) of absence, salary and benefits will be kept whole by the Employer, and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits.

The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

- (c) During any leaves of absence for Association business, including Local Association business, leave for members of the Board of Directors and the office of President, the Employer shall keep salary and benefits whole and the Local Association or the Association agrees to reimburse the Employer for salary and Employer contributions to benefits.

12.02 The Employer may grant leave of absence without pay for a period not exceeding one year if an employee requests it in writing from the Management, and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Health Unit, in the opinion of Management, provided that if such leave is for a period in excess of three (3) calendar months, the employee will only be returned to employment when a position for which she is qualified becomes open.

No leave of absence will be granted for the purpose of taking other employment, except that secondments arranged between another employer and Haliburton, Kawartha, Pine Ridge District Health Unit will be considered. In exercising its discretion under this article with respect to educational leaves of absence, the Employer will consider such factors as length of employment, commitment to return to the Health Unit, personal investment already made, value to the Health Unit and any other factor which the Employer considers relevant.

12.03 Witness & Jury Duty

The Employer shall keep whole the wages of any employee who is required to be a juror or who is required by any body with powers of subpoena to be a witness on issues arising from the workplace, subject to the following provisions:

- (a) Employees must notify their immediate supervisor within (1) working day after receipt of notice of selection for jury or Crown witness duty.
- (b) Any employee called for jury or Crown witness duty and who is temporarily excused from attendance in court, must report for work if a reasonable period of time remains to be worked in her shift.
- (c) An employee who requests paid leave to attend to jury or Crown witness duty shall remit to the Employer any witness fees, excluding expenses.

In order to be eligible for such payments, the employees must furnish a written statement from the proper public official, showing the date and time served and the amount of pay received or provide other proof of service acceptable to the Employer.

12.04

Parental/Pregnancy Leave

- (a) Parental/pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time and as follows:
- i) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks. Nurses possessing the service requirement will be eligible for pregnancy leave of up to fifteen (15) weeks in addition to a two (2) week waiting period and a subsequent parental leave of up to thirty-five (35) weeks, total leave to fifty-two (52) weeks, immediately following the pregnancy leave.
 - ii) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
 - iii) The nurse has the right to return to her former job, if it still exists, or to a comparable position, if it does not, or to any position for which she is qualified, provided there is no reduction in compensation. A diploma nurse will not automatically be considered unqualified.
 - iv) Parental leave of up to thirty-five (35) weeks is available to each parent in the bargaining unit who possesses the service requirement of thirteen (13) weeks. Birth mothers who wish to take parental leave must do so immediately following the expiration of their pregnancy leave. All other eligible parents may take this leave within fifty-two (52) weeks of the child being born or coming into care.
 - v) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
 - vi) A nurse shall continue to accumulate service, seniority and the employer shall continue to pay its share of benefit premiums.
 - vii) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (b) Effective January 1, 2005 and on confirmation by the Employment Insurance commission of the appropriateness of the Employer's

Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance parental/pregnancy benefits pursuant to Section 18 and/or 20 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between sixty six and two thirds percent (66 2/3%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance parental/pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earning shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employer agrees to pay up to six weeks (30 days) of Short Term Disability from the date of a normal birth according to the employee's entitlement under the STD plan. An employee who receives STD benefits shall have her SUB benefits reduced accordingly.

- (c) Effective January 1, 2010 and on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance parental/pregnancy benefits pursuant to Section 18 and/or 20 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance parental/pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earning shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

The Employer agrees to pay 84% of the employee's regular weekly earnings for up to two (2) weeks of an applicable waiting period under the Employment Insurance Act.

12.05 Bereavement Leave

- (a) When a death occurs in the immediate family of a nurse, she shall be granted three (3) working days' leave of absence from her employment without loss of pay. Immediate family is defined as mother, father, brother, sister, spouse/common law (including same sex), son, daughter, guardian, dependent relative living with the employee, grandparent, grandchild, mother-in-law or father-in-law, brother-in-law or sister-in-law, son-in-law or daughter-in-law. Additional bereavement leave not exceeding three (3) days may be granted at the discretion of the Director.

It is recognized that in extreme cases, additional days may be required for bereavement purposes

- 12.06 (a) In cases of illness to a member of an employee's immediate family, a personal leave of absence without pay or accumulated sick leave, compensating time or vacation time with pay may be requested and such leave would not be unreasonably denied.
- (b) An employee may take paid time from the work place to attend to personal appointments for herself or her immediate family in increments up to a total of fourteen (14) hours per year. Such time must be taken as a minimum one hour period.

ARTICLE 13 - SICK LEAVE

13.01 Sick leave means a period of time an eligible employee, is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease for which time the employee has been isolated by the Medical Officer of Health or because of an accident for which compensation is not payable under the WSIB. All employees who have completed three months of continuous service will have first day equitable Short Term Disability coverage for up to eighty-five (85) days for every unrelated sickness, provided there is a return to active work of one (1) complete calendar month.

13.02 Sick leave for full-time employees shall be paid from the first day (day one (1)) of disability for up to eighty-five (85) days for every unrelated sickness provided there is a return to active work from one (1) complete calendar month as set out below:

Length of Service	100% Salary	75% Salary
3 months but less than 1 yr.	1 week	16 weeks
1 year but less than 2 yrs.	2 weeks	15 weeks
2 years but less than 3 yrs.	3 weeks	14 weeks
3 years but less than 4 yrs.	4 weeks	13 weeks
4 years but less than 5 yrs.	5 weeks	12 weeks
5 years but less than 6 yrs.	7 weeks	10 weeks
6 years but less than 7 yrs.	9 weeks	8 weeks
7 years but less than 8 yrs.	11 weeks	6 weeks
8 years but less than 9 yrs.	13 weeks	4 weeks
over 9 years	17 weeks	0 weeks

- 13.03 Eligible part-time employees will be entitled to participate in the Short Term Disability Plan on a pro-rated basis commensurate with their hours of work, based on the average number of hours worked during the preceding twenty-six (26) weeks.
- 13.04 Staff employed prior to 1990 may have retained accumulated sick leave benefits that can be used in the following circumstances:
- (a) A nurse with accumulated sick leave benefits to a maximum of two hundred and forty (240) days may use such accumulated sick leave benefit for employee illness, illness of immediate family member, personal appointments for employee and family. Time is to be taken in half (1/2) day increments.
 - (b) A nurse with accumulated sick leave benefits to a maximum of two hundred and forty (240) days may use such accumulated sick leave benefit to "top-up" Long-Term Disability (LTD) if less than 85% of pre-disability income.
 - (c) A nurse with accumulated sick leave benefits may use such accumulated sick leave benefit for educational leaves of absence as outlined in Board of Health policy 120.190.
 - (d) A nurse with accumulated sick leave benefits may use such accumulated sick leave benefit to a maximum of five (5) days when additional bereavement leave is needed.
 - (e) As soon as is reasonably possible after the close of each calendar year, each employee shall receive a statement showing her accumulated sick leave credits.
 - (f) On retirement or separation or resignation, an employee shall be entitled to an amount equal to her current salary for one-half (1/2) the number of days (maximum 90 days) standing to her credit.
 - (g) In the event of the death of an employee having accumulated sick leave benefits to her credit, the value of such leave calculated pursuant to Article 13.04 (f) shall be paid to the employee's estate, or designated beneficiary.
- 13.05 An employee may be required to produce a report from a medical practitioner indicating that he/she is able to return to work to carry out his/her duties following a period of illness.
- 13.06 When an employee is given leave of absence without pay for any reason for more than one (1) month or is laid off on account of lack of work and returns to work upon the expiration of such leave of absence or layoff, she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or layoff, provided it was not paid out in accordance with Article 13.04.

- 13.07 Sick leave credits are granted to the nurse to compensate her for her own illness or as defined in Article 13.01.

Illness in the Family

In the event that a nurse should have a serious illness in the family, the following principles shall apply:

To qualify for paid sick (employee illness-STD), in the event of illness to a nurse's spouse/common law, including same sex, child, or parent, the nature and circumstances of the illness should be sufficiently serious to threaten the health of the nurse, and, where an application for paid sick leave is made, the Director/Supervisor shall request, and the nurse shall provide a note from his/her physician which certifies that the above-noted requirements have been met. The nurse shall ensure that such a note indicates that the nurse was unfit to perform his/her duties, because of the level of stress and anxiety experienced, especially if the illness to the family member requires radical treatment or is life-threatening.

- 13.08 If a nurse is in receipt of WSIB or on a bereavement leave during a period of scheduled vacation or prior to going on vacation, she shall be credited with vacation to be scheduled as such at another time. The same conditions shall apply in the case of illness, if substantiated by a medical certificate. No medical certificate shall be required where the nurse notifies her supervisor in advance of the scheduled vacation time being taken.

- 13.09 The parties recognize the benefits of a formal return to work programme. Jointly, the parties will ensure meaningful employment is provided for both permanently and temporarily disabled employees. Every effort shall be made to place disabled employees in their regular classification and work location.

The parties recognize the joint responsibility to accommodate disabled workers. The Employer will meet with the Union whenever a situation for modified work or accommodation arises to discuss, assess, design and implement such arrangements. Accommodation may require alterations to the workplace, to the way in which work is carried out, change in hours worked or other mutually agreed upon arrangements.

Upon notification of a situation requiring modified work or accommodation, the parties will meet jointly with the employee to discuss requirements of the accommodation based on the medical information provided. The parties will develop a plan and monitor the plan on a regular basis. The responsibility to fully participate and cooperate in the plan shall be jointly shared by the Union, the Employer and the Employee. Employees participating in the programme may not be required to be available for standby, call back or overtime work. The employees' restrictions and the weekend work requirements shall determine whether or not weekend work will be scheduled for the employee. The parties shall review and monitor policies and practices that impact the return to work and accommodation process.

ARTICLE 14 – WELFARE14.01 Pensions

- (a) All employees must join as a condition of employment the Ontario Municipal Employees' Retirement System Basic, as amended from time to time with contribution rates as set out in the OMERS plan.
- (b) Employees who retire will be entitled to extended health care benefits, up to age 65 as set out in Article 14.03(4) and (5).
- (c) When a nurse is in receipt of Short Term Disability at 75%, deductions and remittances to OMERS will be made as if at 100% pay.

14.02 Workplace Safety & Insurance Board

When an employee is absent owing to incapacity and an award has been made by the Workplace Safety & Insurance Board, the employee shall receive the difference between her salary and the amount of such award to the extent of her accumulated sick leave credits, or in the event an employees does not have sick credits to the extent of her short term disability plan entitlement, such amount or amounts to be deducted from the employee`s accumulated sick leave credits, or from the employee`s entitlement under the short term disability plan.

14.03 (a) Group Insurance

The Board agrees to contribute eighty percent (80%) of the billed premium for a Group Life Insurance Plan, including Life Insurance, Accidental Death and Dismemberment, Long Term Disability and Extended Health Care for all employees who have completed three (3) months employment, are actually at work, except that the employer's premium contribution will be continued for employees who are being paid under Article 13.

Dependent coverage includes common law and same sex partners and their dependents.

The benefits subject to the eligibility requirements of the plan to be at least equivalent to the present provisions provided under the Mutual Life Fifteen/Fifty Group Plan as follows:

- (1) Life Insurance - 2 X Amount of salary.
- (2) Accidental Death and Dismemberment
- (3) Effective January 1, 2007, Long Term Disability - 66-2/3% of earnings with a cap of payment \$5000per month.
- (4) Extended Health Care - Participation in the extended health care benefit is optional and includes: Hospital benefit, drug benefit, supplementary Health Care benefit, Vision Care benefit of a biennial eye examination unless covered by OHIP, and \$200.00 per each two (2) year period to a maximum yearly deductible of

\$10 single/\$20 family coverage on no co-insurance factor and as defined in the Benefits Details employee handbook.

- (b) The Board agrees to contribute 75% of the billed premium for a Dental Plan that includes:

100% coverage; no deductible; current ODA fee schedule; 9 month recall; basic plan with endo, perio, denture reline, rebase and repair to maximum benefit of \$1500.00.

14.04 The Board of Health may change the carrier for the group insurance, provided there is no reduction in coverage.

14.05 The employer will continue to pay its share of premiums for those employees who are in receipt of LTD benefits during the nurse's "own occupation" phase provided such employee prepays her/his share. Those employees whose LTD claim is under appeal shall be permitted to continue participation in the Employer's benefit plans until at least such time as the appeal process has been exhausted provided the employee has pre-paid her share and the employer's share of premiums.

The parties agree that an employee who is on LTD during "any occupation" phase shall be permitted to continue participation in the Employer's benefit plans provided such employee has pre-paid her share and the employer's share of premiums.

ARTICLE 15 – VACATIONS

15.01 Full-time employees are entitled to annual leave of twenty days (four weeks).

15.02 An employee with less than one (1) year of continuous service shall be entitled to vacation proportionate to the length of service, calculated as follows:

Number of days of employment / 365 x full time entitlement of 20 days, rounded to the nearest half-day.

15.03 Annual leave may be taken in units of one half ($\frac{1}{2}$) day. An employee shall be entitled to take annual leave in an unbroken period.

15.04 (a) An employee shall be granted five (5) additional days of annual leave after eighteen (18) years of service to a maximum of twenty-five (25) working days.

(b) An employee shall be granted five (5) additional days of annual leave after twenty-two (22) years of service to a maximum of thirty (30) working days.

(c) An employee shall be granted an additional day of annual leave for each additional year after thirty (30) years of service at years 31, 32 and 33 up to a maximum of three (3) additional days.

Credits for additional vacation shall be applied on a pro-rated basis once the service level has been reached.

These provisions shall apply on a proportionate basis to part-time.

- 15.05 An employee may, upon giving at least ten (10) working days' written notice, receive on the pay day prior to the commencement of her annual vacation any pay to which she is entitled during an approved vacation period, excepting any pay period which includes payment for time in the following calendar year.
- 15.06 Where two or more employees request vacation for the same time and the Employer is unable to grant all requests, the granting of such request shall be based on seniority if the request is made two months in advanced of the following: March Break, June 1st (for summer break) and Christmas.
- 15.07 An employee terminating her employment at any time in her vacation year, before she has had her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 15.08 A part-time nurse with a regular work schedule shall accrue vacation credits equivalent to eight percent (8%) vacation pay, proportionate to the schedule.
- The provisions of article 15.04 shall apply to part-time nurses.
- 15.09 As soon as possible after the end of each calendar year, each employee shall receive a statement showing her accumulation of vacation credits. An employee is to be advised on application or request, the number of vacation days accrued to her credit.

ARTICLE 16 - PAID HOLIDAYS

- 16.01 (a) The following paid holidays shall be paid to eligible employees at regular rates of pay:
- | | |
|--------------------------------------|------------------------------------|
| New Year's Day | Civic Holiday |
| Family Day | (1 st Monday in August) |
| (3 rd Monday in February) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Day before Christmas |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| | Day before New Year's |
- (b) An eligible employee as used in this Article is a nurse who:
- i) performs work during the payroll period in which the holiday is observed, except when absent due to verified illness or other approved paid absence;
 - ii) works as scheduled or assigned both in her last scheduled work day prior to and her first scheduled work day following the holiday, except when absent due to verified illness or other paid absence.

- iii) where a part-time nurse satisfies the qualifiers of Article 16.01(b), she shall receive seven (7) hours pay at her regular hourly rate of pay for the paid holiday not worked, referred to in Article 16.01(a);

Any other day proclaimed as a holiday by the Federal or Provincial government shall be recognized as an additional day.

- 16.02 When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be recognized as a day off with pay, provided that such Friday or Monday shall not have already been recognized as the day off, in which case the next regularly scheduled working day shall be recognized as the holiday.
- 16.03 When a holiday falls during a scheduled vacation period, an additional day off with pay will be granted.

ARTICLE 17 - TRANSPORTATION ALLOWANCE

- 17.01 (a) Employees who are required to use their personal vehicles on the Employer's business shall be paid \$0.429 per km. All calculations are to be made at the end of each month on all distances necessarily travelled on business for the Employer. The base price is \$0.85 as of June 30, 2006. Mileage will not be adjusted down.

A bi-annual review of gas prices in June and December 15 of each year will result in an increase in mileage allowance of \$0.003 for every \$0.03 increase in such gas prices.

- (b) 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 Health Unit.

Such towing service will not be provided to enable an employee to get to and from work, unless the service is required while an employee is in transit to or from a conference, convention, meeting, etc. Towing service so provided will be to the nearest facility capable of providing emergency services.

When an employee is authorized to proceed directly from her residence to the place of work other than her respective office, e.g., home visits; or when an employee is proceeding to another office to which she has been temporarily assigned; she shall be allowed compensation for distance travelled from residence to place of work or from office to place of work, whichever is the lesser.

In the case of reporting to an office to which an employee has been temporarily transferred, she shall also be compensated for time spent travelling.

ARTICLE 18 - WAGES AND CLASSIFICATIONS

- 18.01 The Wage Rates and Job Classifications are set forth in Appendix "A" and shall remain in effect for the duration of this Agreement.
- 18.02 When an employee is promoted to a higher rated classification, the employee shall be placed in the appropriate level of the higher rated classification which will provide an increase at least equal to her next regular salary grid increase. The date of the promotion to the new classification shall become the anniversary date for application of the salary progression.
- 18.03 When an employee is assigned on a temporary basis to a position paying a lower rate, her rate shall not be reduced.
- 18.04 All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary, shall be effective on the date of such occurrence. Full-time employees shall receive incremental increases on their anniversary date of employment. Part-time employees shall receive incremental increases when they have completed the appropriate number of hours worked, on the basis that 1400 hours is equivalent to one (1) year.
- 18.05 Beginning Salaries - At the time of hire, an employee, excluding temporary employees may make application in writing for recognition of recent experience, year for year, as a RN with another Employer to the maximum of the grid. The employee shall furnish documentation to support the claim, and once the claim has been established, the employee will be placed on the grid accordingly, and retroactive credit to the start of employment with the employer will be given.
- If a period of more than two (2) years has elapsed since the employee has occupied a full time or part time nursing position, then the number of increments paid, if any, will be at the discretion of the employer.
- 18.06 Temporary Certificate Nurses - shall receive the appropriate registered nurses' pay from date of employment. If she fails to acquire degree or diploma and College of Nurses Certificate of Competence, at the next sitting for the examination after the date of hiring, her employment will be terminated on that date.
- 18.07 New Classifications
- When a new position appropriately covered by this Agreement is established, notification of the change and the job description will be forwarded to the Association and the salary shall be the subject of negotiations between the parties. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary shall be retroactive to the time the classification was first filled by the nurse.
- 18.08 Reasonable efforts will be made to accommodate the request of a part time employee who expresses an interest in working full time by combining a part time vacancy in addition to her current position provided the employee would be awarded the position under the normal job competition procedures.

18.09 Temporary Employee

It is understood that the intent of temporary positions is not to replace permanent on-going positions. Whenever temporary work is available and offered to temporary employees, if the employer determines that such work will become permanent, the employer will post the new positions as per Article 10.04.

The parties agree that the following conditions apply to temporary employees:

- (a) The term “temporary employee” denotes a term of employment which may refer to either a fixed term of employment, not to exceed six months, or, to a project.
- (b) No temporary employee shall be retained where employees with seniority will be laid off or are on layoff, provided said employees are qualified, able and willing to perform the required work.
- (c) Temporary employees will be covered under all provisions of the collective agreement, save and except:
 - i) Articles 10.01 (b), 11.01, 12.02, 12.04, 12.06, 13, 14.01, 14.03, 16.01, 15.01 to 15.09, 18.06, 19.06 (c), 19.06 (d), 21.05 and 21.06.
 - ii) Provisions for keeping an employee’s salary and benefits whole in articles 4.01, 4.02, 4.03 and 12.01 will not apply.
 - iii) A temporary employee who is successful in obtaining permanent employment with the Employer will be credited with her service as a temporary employee in determining grid placement as well as applying the provisions of Article 18.06, vacation entitlement (1820 hours equals one year), and STD where such temporary service meets the requirements of Article 13.01).
- (d) A temporary employee who is elected to an ONA office will be paid directly by ONA.
- (e) Temporary employees will not normally be required to be on standby. However, whenever such is required by the employer Article 19.01 (d) will apply.
- (f) Bereavement Leave – Article 12.05 – A temporary employee shall be granted bereavement leave without pay.
- (g) Appendix A – Salary Schedule will apply, including Article A.02, percentage in lieu.
- (h) Holiday Pay will be governed by the Employment Standards Act as it was on December 31, 2001.
- (i) Vacation Pay for temporary employees is 6%.

- (j) Calculation of seniority will be as set out in Article 10.02 (b) of the collective agreement.
- (k) Call in of temporary staff will be done within the geographic area in which the activity is taking place, or where the work is required to be done.
- (l)
 - i) Temporary employees will declare their availability to the Employer for each quarter and the employer will schedule as per 11 above according to the employee's availability.
 - ii) Temporary employees will be scheduled and paid for a minimum of three (3) hours per day scheduled.
 - iii) Should the employer determine that the temporary employee will not be required to work as scheduled, the employer will incur no costs if the temporary employee is cancelled forty-eight (48) hours prior to the start of the scheduled shift.
- (m) Temporary staff will be subject to a probationary period equivalent to three full months or 420 hours worked.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

- 19.01 (a) Overtime is defined as:
- Work in excess of nine (9) hours in a day; or
- commencing earlier than 7:00 a.m.; or
- terminating after 10:00 p.m.; or
- work performed on Sundays, paid holidays or scheduled vacations;
- (b) When a nurse is required to work overtime as authorized by the Director or her designate, the nurse shall have the alternative of taking time off at time and one-half (1-1/2) at a time mutually arranged or payment at the rate of time and one-half (1-1/2) times her normal rate.
- (c) Nurses required to respond to emergencies when not scheduled for Standby shall be compensated at time and one-half (1-1/2) or for two (2) hours, whichever is greater.
- (d) Standby
- The Employer will advise the Union thirty days prior to the implementation for standby for any part of the employer's operations.
- Standby will be distributed equitably in a programme area and the standby schedule will be developed in consultation with affected employees and posted in advance.

Employees required to be on standby will be remunerated at the rate of \$3.00 per hour of standby. Where such standby duty falls on paid holidays, the rate shall be \$3.40 per hour of standby. Such employees will be provided with Employer maintained pagers.

Time spent on accumulated telephone calls up to the two hour minimum shall be compensated as straight compensating time. Time spent on accumulated telephone calls beyond the two hour minimum shall be compensated in accordance with Articles 19.01 (a) and (b).

Calls received while on standby will be compensated as above; however, should employees be required to report to an office or to make a visit, such employees shall be compensated as per the call out provisions of 19.01(c) above.

Nurses required to be on standby shall ensure their availability and accessibility, and ability to normally respond to their base office location within two and one half (2.5) hours. If a nurse on standby is unable to fulfill these requirements, it is the nurse's responsibility to make alternate arrangements and inform her Manager.

- 19.02 A nurse who works between 7 and 9 hours in a day will have her compensating bank credited with such hours at straight time.
- 19.03 Compensating and overtime credits cannot exceed thirty-five (35) hours at any one time. The granting of compensating time shall be based on seniority should a conflict arise. A nurse may elect to receive her entitlement in June and December, provided notice is provided to payroll by June 1st and/or December 1st of each year.
- 19.04 (a) Full-time employees who request part time work shall specify the number of hours during the pay periods in each calendar year they are prepared to be available, minus vacation entitlement. If the change in status from full time to part time is acceptable to the Employer based on the employee's availability, the Employer shall determine whether the remaining portion of the full time position will be posted, posted as part time, or combined with an existing part time position and posted as a full time position. Seniority and service will be calculated as per Article 10.02.
- (b) Part-time employees shall be assigned over the period of their employment in the calendar year the hours of work that they have committed to be available at the time they became part-time. Should the Employer require a change in the part time employee's commitment due to a change in requirements, the Employer shall give such employee thirty (30) calendar days' notice.
- 19.05 Work that is assigned inconsistent with Article 19.06 will be paid at time and one half.
- 19.06 (a) If the Employer wishes to change the hours or days of work of any employee it will provide the employee with at least two weeks' notice. Changes to hours or days of work requested by the employee shall be

subject to the approval of the Employer and where no additional costs apply.

- (b) The Employer will make every effort to avoid requiring split shifts.
- (c) A Saturday shift may not be assigned to an employee within thirty-four (34) calendar days of the last Saturday shift worked by that employee. No more than six (6) Saturday shifts may be assigned to an employee in any calendar year. Notwithstanding the above the Employer may assign an employee to work more frequent Saturday shifts provided the Employer provides to the Union a copy of a note from the employee agreeing to work those specific more frequent Saturdays.
- (d) Employees assigned to work a Saturday shift who report to work as scheduled but finds there is insufficient work, will be paid for a minimum of two (2) hours, unless notified forty-eight (48) hours in advance of the scheduled shift start that the employee will not be needed. In lieu of pay, the employee may elect to place such hours in her comp bank.
- (e) Within the employees' availability and the ability to perform the required work, the Employer will make bona fide efforts to equitably distribute the evening and Saturday work among members of the bargaining unit working within the relevant program.

19.07 For all hours worked on Saturday, except those paid at one and one-half times the regular rate of pay, or for which the call-out provisions apply, a premium of two dollars (\$2.00) per hour worked will apply.

ARTICLE 20 - NO STRIKES, NO LOCKOUTS

20.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strike, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

ARTICLE 21 – GENERAL

21.01 The Employer shall provide all new employees hired with their classification and salary rate at the time of hiring.

21.02 Copies of the Agreement

A copy of this Agreement in mutually suitable form on office supplied material will be issued by the Employer to each nurse now employed and as employed. Costs will be shared by the Employer and the Association.

21.03 Bulletin Boards

The Employer shall provide a bulletin board in each office of the Employer which may be used by the Association.

21.04 Retirement

The retirement age for all employees shall be as established by legislation. Employees will notify the employer at least ninety (90) days in advance of the date they wish to retire or as outlined by the employee pension plan.

21.05 Resignations and Terminations

- (a) An employee who wishes to resign will submit her resignation thirty (30) days prior to the effective date of resignation.
- (b) On termination, the Employer shall give the following notice:
 - i) Four (4) weeks if the nurse's employment is less than four (4) years.
 - ii) As per the Employment Standards Act if the nurse's employment is four (4) years or more.

21.06 In the event a member experiences damage to clothing during the exercise of her duties she may be reimbursed up to fifty dollars (\$50.00) on the submission of a claim approved by the Director.

- 21.07 (a) At the time of hiring a new employee, the bargaining unit president shall be notified of the name of the new employee.
- (b) An officer of the bargaining unit will be provided with an opportunity to meet with new hires during their probationary period for a period of thirty minutes.

21.08 Employee Files

A copy of any completed evaluation which is to be 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 her views to such evaluation prior to it being placed on her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor or other member of Management designated by the Employer's policy. If the nurse so desires, the nurse may be accompanied by a representative of the Association. Copies of the documents in the files will be provided to the nurse at her request.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

21.09 Criminal Information Search

All employees whose work requires them to have contact with children or vulnerable adults will provide the Employer with a current CIS/VSS on employment for new employees, and as required by position for current employees. The cost for current employees will be borne by the Employer.

21.10 Professional Responsibility

The parties are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff, and recognizes the inherent worth and dignity of every employee. The Employer further recognizes that the issue of workload is of serious concern to bargaining unit members.

Employees are encouraged to raise their concerns with their manager. In the event the workload concern is not resolved to employee's satisfaction, employees may submit their concerns to either the Joint Occupational Health and Safety Committee, or to the Labour/Management Committee.

The parties agree that programs and services are enhanced if concerns relating to professional practice, acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.


ARTICLE 22 – DURATION

22.01 This Agreement shall remain in force and effect for a term commencing on the first (1st) day of January 2010 and terminating on the thirty-first (31st) day of December 2011, and thereafter from year to year unless either party gives notice in writing to the other not more than ninety (90) days prior to the expiration date thereof of that party's intention to terminate this Agreement or to renegotiate revisions thereof.

SIGNING PAGE

DATED AT Port Hope, Ontario, this 9th day of August, 2010.

FOR THE EMPLOYER:



Peter Delaney

B.M. Todd

P.J. Elmslie

DR Ant

Susan Buch

FOR THE UNION:

Carl Delaney

Labour Relations Officer

W. Fajana Oke

Linda Wakeman

A.C.

Jane Bellon-Lewis

APPENDIX "A"**SALARY SCHEDULE**

RN(Vaccinator)		Basic	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	25 Years
1-Jan-10	Hourly	34.92	35.43	35.95	36.46	36.98	37.50	38.02	38.53	39.30
	Annual	63554	64483	65429	66357	67304	68250	69196	70125	71526
1-Jul-10	Hourly	35.26	35.79	36.31	36.83	37.35	37.88	38.40	38.92	39.69
	Annual	64173	65138	66084	67031	67977	68942	69888	70834	72236
1-Jan-11	Hourly	35.62	36.14	36.67	37.19	37.72	38.26	38.78	39.31	40.09
	Annual	64828	65775	66739	67686	68650	69633	70580	71544	72964
1-Jul-11	Hourly	35.97	36.50	37.04	37.57	38.10	38.64	39.17	39.70	40.49
	Annual	65465	66430	67413	68377	69342	70325	71289	72254	73692
Public Health Nurse		Basic	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	25 Years
1-Jan-10	Hourly	36.91	37.42	37.94	38.45	38.97	39.48	40.00	40.52	41.33
	Annual	67176	68104	69051	69979	70925	71854	72800	73746	75221
1-Jul-10	Hourly	37.27	37.79	38.31	38.84	39.36	39.88	40.40	40.93	41.74
	Annual	67831	68778	69724	70689	71635	72582	73528	74493	75967
1-Jan-11	Hourly	37.65	38.17	38.70	39.22	39.75	40.27	40.80	41.34	42.16
	Annual	68523	69469	70434	71380	72345	73291	74256	75239	76731
1-Jul-11	Hourly	38.02	38.55	39.09	39.62	40.15	40.68	41.21	41.75	42.58
	Annual	69196	70161	71144	72108	73073	74038	75002	75985	77496
Program Coordinator		Basic	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	25 Years
1-Jan-10	Hourly	38.29	39.12	39.96	40.78	41.61	42.44			43.29
	Annual	69688	71198	72727	74220	75730	77241			78788
1-Jul-10	Hourly	38.67	39.51	40.36	41.19	42.03	42.86			43.72
	Annual	70379	71908	73455	74966	76495	78005			79570
1-Jan-11	Hourly	39.06	39.90	40.76	41.60	42.45	43.29			44.16
	Annual	71089	72618	74183	75712	77259	78788			80371
1-Jul-11	Hourly	39.45	40.30	41.17	42.02	42.87	43.73			44.60
	Annual	71799	73346	74929	76476	78023	79589			81172

RPN		Basic	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	25 Years
1-Jan-10	Hourly	26.04	26.54	27.06	27.57	28.09	28.59	28.94	29.15	29.73
	Annual	47393	48303	49249	50177	51124	52034	52671	53053	54109
1-Jul-10	Hourly	26.30	26.81	27.33	27.85	28.37	28.88	29.23	29.44	30.03
	Annual	47866	48794	49741	50687	51633	52562	53199	53581	54655
1-Jan-11	Hourly	26.56	27.08	27.60	28.13	28.65	29.17	29.52	29.73	30.33
	Annual	48339	49286	50232	51197	52143	53089	53726	54109	55201
1-Jul-11	Hourly	26.83	27.35	27.88	28.41	28.94	29.46	29.81	30.03	30.64
	Annual	48831	49777	50742	51706	52671	53617	54254	54655	55765

Employer agrees to maintain Pay Equity and to match any settlements in excess of these increases.

- A.02 Part-time nurses shall be paid salary and increments in accordance with time worked.
The salary rate will be

$$\frac{\text{Annual Rate} + 10\%}{1820}$$

The percentage in lieu is paid in lieu of all fringe benefits save and except salary, vacation pay, holiday pay, reporting pay, court attendance, bereavement leave, and educational allowance.

Percentage in lieu of benefits

Effective July 1, 1992, part-time nurses shall receive, in addition to their hourly wage, a percentage in lieu of benefits of ten percent (10%).

This percentage is paid in lieu of all fringe benefits save and except:

- vacation pay
- holiday pay
- reporting pay
- jury & Crown witness duty
- bereavement leave
- education allowance
- transportation allowance
- overtime
- salaries

$\$xx.xx/hr. \times 0.10 = \% \text{ in lieu}$

(Appropriate straight time hourly rate X ten percent = Percentage in lieu of benefits)

Classification Note: Effective July 1, 1992, entitlement for the Paid Holiday not worked is as per Article 16.

- A.03 Yearly increments shall apply on anniversary date of commencement of employment.

LETTER OF UNDERSTANDING

Between:

HALIBURTON, KAWARTHA, PINE RIDGE DISTRICT HEALTH UNIT
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

RE: BScN QUALIFIED NURSES AS VACCINATORS

The Parties agree that BScN qualified nurses working as vaccinators will receive the appropriate Public Health Nurse rate.

DATED AT Port Hope, Ontario, this 9th day of August 2010.

FOR THE EMPLOYER:

[Signature]
Peter Dilland
B. M. Todd
D. J. F. Elmshie
DR Bt
[Signature]
Susan Burk

FOR THE UNION:

[Signature]
Labour Relations Officer
[Signature]
Linda Wakeman
a a
[Signature]