

COLLECTIVE AGREEMENT

between

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

and

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

EXPIRY: DECEMBER 31, 2009

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COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:

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

ARTICLE 1 - DEFINITIONS

1.1 Association Committee

Shall consist of not more than three (3) representatives of the Nurses' Association who are employees of the Thunder Bay District Health Unit.

1.2 Full-Time Nurse

Shall include only such persons who work a normal work week for a predetermined period of more than ten (10) consecutive months.

1.3 Normal Work Week

Shall consist of five (5) days of seven (7) hours per day, which is thirty-five (35) hours per week.

1.4 Regular Term Nurse

Shall include such persons who work a normal work week and whose regular term of employment consists of ten (10) continuous months of service in a twelve (12) month period, as determined by the Employer. Time off to include either the month of July or August.

1.5 (a) Regular Part-Time Nurse

Regular part-time nurse is a nurse who works a predetermined work schedule of less than thirty-five (35) hours per week. A regular part-time nurse may work full-time hours if she is replacing a full-time or regular term nurse who is absent due to sick leave, pregnancy and parental leave, workplace injury or illness or on an approved leave of absence and in such case, she will retain her part-time status during such temporary replacement for all purposes under this Agreement. If a regular part-time nurse works for six (6) months or more in a temporary full-time position, she shall receive full-time vacation pay and paid holidays for the total time she works in the temporary full-time position.

(b) Temporary Part-Time Nurse

Shall include all persons who work a predetermined work schedule of less

than thirty-five (35) hours per week or less than the normal school year.

- (c) Temporary nurses shall include all persons who work a predetermined work schedule and are employed for a fixed term or task which does not exceed ten (10) months in duration. Time spent as a temporary nurse shall not be counted towards the probationary period, accumulated seniority or service unless the nurse takes a full-time, regular term or regular part-time position within seventy-five (75) days after holding a temporary nurse position. Temporary nurses are subject to the terms and conditions of employment applicable to part-time employees.

1.6 Probationary Employee

Shall mean an employee in full-time or regular term employment during the first six (6) months of employment. Such employees will normally be evaluated between their tenth (10th) and fourteenth (14th) week and their evaluation shall be discussed with the individual during that period. Final decision for continuance of employment shall normally be made at the end of the six (6) month period. With the written consent of the Director of Nursing or designate and the nurse, such probationary period may be extended for up to three (3) months.

Probationary Employee shall also mean an employee in regular part-time employment during the first eight hundred and forty (840) working hours of employment. Such employees will normally be evaluated between the time they have completed three hundred and fifty (350) working hours and four hundred and ninety (490) working hours and their evaluation shall be discussed with the individual during that period. Final decision for continuance of employment shall normally be made at the completion of eight hundred and forty (840) continuous working hours. With the written consent of the Director of Nursing or designate and the nurse, such probationary period may be extended for up to one hundred and forty (140) working hours.

The termination of a Probationary Employee is within the exclusive discretion of the Board of Health and therefore the termination of a Probationary Employee is not subject to the grievance and arbitration provisions of the Collective Agreement.

- 1.7 Where used in this Agreement, the feminine gender shall mean and include the masculine and vice versa.

ARTICLE 2 - PURPOSE AND RECOGNITION

- 2.1 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work co-operatively with the Employer, to provide the best possible community health services.
- 2.2 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate full-time, part-time and regular term nurses employed by the Employer in a nursing capacity, save and except those in managerial and supervisory positions and will meet with the appointed representatives of the

Association for the above purposes.

2.3 No Other Agreements

No nurse shall be required to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - REPRESENTATION AND ASSOCIATION SECURITY

3.1 The Employer agrees to meet with the Association Committee when necessary for the purposes of negotiation or administration of the terms of this Agreement. The Employer further agrees that Committee representatives shall suffer no reduction in regular earnings as a result of any meetings other than negotiations, provided the representatives do not leave their regular duties without permission of the Medical Officer of Health or his designate. For purposes of negotiations, the Employer agrees that Committee representatives shall suffer no reduction in regular earnings as a result of negotiating meetings occurring up to the time either party applies for conciliation but not thereafter. The Employer will pay up to one (1) hour, at the employee's regular hourly rate, of an employee's scheduled work time immediately following negotiating meetings with the Employer.

3.2 No Discrimination

Each of the parties hereto agrees:

- (a) that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee on account of membership or non-membership in any trade union or association;
- (b) that every person who has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex marital status, family status or disability;
- (c) that every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same sex marital status, family status or disability;
- (d) that every person who is an employee has a right to freedom from harassment in the workplace because of sex by her or his Employer or agent of the Employer or by another employee;
- (e) that every person has a right to be free from,
 - (i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - (ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation

or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

- 3.3 It will be a condition of employment for all new full-time, regular term nurses, regular part-time and temporary part-time nurses that an amount equal to the fixed regular monthly Association dues will be deducted from their earnings and remitted to the Association; and that such deductions will commence in the month immediately following thirty (30) days of continuous service.
- 3.4 The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Association, once each month, its cheque for the dues deducted under this clause, along with a listing showing the names of the nurses from whom the deductions were made, the social insurance number of each nurse and the amount deducted from each nurse. The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- Once yearly the Employer will send the Association a list showing the last address on record with the Employer of each presently employed nurse.
- 3.5 The Employer agrees to acquaint newly hired nurses with the fact that a Collective Agreement is in effect and to introduce the newly hired nurse to a nurse representative within two (2) weeks of employment.
- 3.6 The Association agrees that neither it, nor its officers, agents, representatives or members will engage in Association activities on Employer time or on Employer property except as authorized by this Agreement.
- 3.7 The Employer agrees to allow a representative of the Association a fifteen (15) minute time period during a nurse's orientation period in order to discuss with the nurse membership in Ontario Nurses' Association and other matters related to the Association. The Association and the Employer will arrange a mutually agreeable time for this interview.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Association recognizes that the Employer retains the historical rights of management, save insofar as they are modified by this Agreement. All matters concerning the operation of the Health Unit, not specifically dealt with herein, shall be reserved to the Employer and be its exclusive responsibility.

ARTICLE 5 - HOURS OF WORK

- 5.1 (a) A regular work week shall consist of a total of thirty-five (35) hours. The total hours shall consist of five (5) daily units of seven (7) hours, exclusive of lunch period.
- (b) Work in excess of thirty-five (35) hours per week or in excess of seven (7) hours per day with the prior approval of the appropriate Director shall be regarded as overtime and at the discretion of the appropriate Director

compensating time off, with pay, on the basis of time and one-half shall be scheduled or payment at one and one-half (1 1/2) times the normal rates shall be made.

- (c) Compensating time off shall be at a time mutually agreeable to the nurse and her Supervisor.

(d) Flex Time

There may be times when a nurse may request or be requested by the Employer to change her hours of work (flex time) in order to accommodate certain programs and/or activities. Flex time shall be defined as scheduling flexible starting, lunch period and/or finishing times within a thirty-five (35) hour week. Split shifts shall not be assigned. Where a nurse requests to work flex time, such request shall not be unreasonably denied.

- 5.2 Where a nurse has completed her regularly scheduled hours and left the Health Unit and is called into work outside her regularly scheduled hours, such nurse shall be paid for the greater of three (3) hours of work or the hours actually worked.

- 5.3 Where a nurse is called in from standby, such nurse shall receive time and one-half her or his regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours' pay at time and one-half her or his regular straight time hourly rate.

- 5.4 (a) Where the Employer requires a nurse to be on standby, the nurse will be compensated at the rate of three dollars and twenty cents (\$3.20) per standby hour. Standby hours, Monday to Thursday are from 1630 hours to 0830 hours and on weekends, 1630 hours on the last day the office is open before the weekend or holiday until 0830 hours on the day the office reopens following the weekend or holiday. Where such standby duty falls on a paid holiday, as set out in Article 8.1, the nurse shall receive standby pay in the amount of three dollars and seventy cents (\$3.70) per hour. Standby pay shall, however, cease when the nurse is called in to work under Article 5.3 above and works during the period of standby.

- (b) (i) the Employer will notify the Bargaining Unit President or designate prior to initiating permanent standby assignments other than in Infection Disease Department.

(ii) permanent scheduled standby assignments will be distributed equitably amongst the nurses.

(iii) nurses will be assigned bargaining unit work only while on standby.

- (c) Standby assignments shall be posted at least twelve (12) weeks in advance. Nurses shall be permitted to exchange their standby assignments with forty-eight (48) hours notice to the On-Call Manager.

- (d) (i) nurses will be scheduled on standby no more than one (1) week every four (4) weeks, unless mutually agreed.

(ii) nurses will not be scheduled to be on standby on their vacation.

- (e) Nurses scheduled for standby shall be provided with cell phones and after hours' access to the building.

ARTICLE 6 - SENIORITY

- 6.1
- (a) Promotion or transfer and the filling of posted vacancies shall be based upon the following factors, in this order:
 - (i) qualifications;
 - (ii) ability;
 - (iii) performance;
 - (iv) seniority.
 - (b) In the event of lay-off or recall, the parties agree that qualifications, ability and performance must govern, and only where the said criteria are relatively equal, will seniority govern provided, however, probationary nurses will be the first to be laid off. Where a Public Health Nurse is laid off and displaces a Registered Nurse, she shall be paid at the Registered Nurse rate.
 - (c) The Employer will give a nurse who is to be laid off at least two (2) weeks' notice of the lay-off.
 - (d) The Employer will endeavour to provide the Association with twelve (12) weeks' notice of a proposed lay-off, if reasonably possible. The Employer will, in any event, provide the Association with as much notice as is reasonably possible. The Employer agrees to meet with the Association to discuss the details of the lay-off, including its anticipated duration and any suggestions the Association may have relative to such lay-off.
 - (e) No new nurses shall be hired until those nurses on lay-off have been given an opportunity of recall.
- 6.2
- (a) The Employer will twice annually, on March 1st and September 1st, post a seniority list showing the seniority of full-time, regular term and regular part-time nurses based on their length of service from the date of commencement of the last continuous period of employment. Seniority for full-time, regular term and regular part-time nurses will be calculated on the basis of days worked. In calculating the seniority of a full-time nurse, one (1) complete year of full-time service equals two hundred and sixty (260) days worked. At the same time, the Employer will also send a copy of the seniority list to the Local President or her designate by InterOffice mail and to each branch office. Complaints concerning the accuracy of such lists will be answered within fifteen (15) days of posting or within fifteen (15) days of receipt in the case of branch offices and if no complaint is received within that time, such lists shall be presumed to be accurate.
 - (b) A newly employed full-time or regular term nurse shall be considered a probationary nurse until she has completed six (6) continuous months of service, after which her name shall be placed on the seniority list and her seniority shall date from the date of her employment.

A regular part-time nurse hired after April 9, 1980, shall be considered a

probationary nurse until she has completed eight hundred and forty (840) continuous working hours after which her name shall be placed on the seniority list and her seniority shall date from her date of hire.

- 6.3
- (a) No nurse residing and working in Thunder Bay and its immediate area shall be required to work permanently outside Thunder Bay or its immediate area, in another centre which would affect her residence, unless mutually agreed.
 - (b) No nurse residing and working outside Thunder Bay and its immediate area shall be required to work permanently in Thunder Bay or its immediate area, or in another centre which would affect her residence, unless mutually agreed.
 - (c) Vacancies in full-time, regular term and regular part-time positions in the nursing staff or newly created full-time, regular term and regular part-time positions in the nursing staff shall be posted for a period of seven (7) days so that interested members of staff can apply.

Positions may be posted internally and externally simultaneously by mutual agreement between the Employer and the Association. Internal candidates shall be considered prior to consideration of external candidates in these instances.

- (d) Positions presently designated as requiring Public Health Nurse or Registered Nurse qualifications shall retain that requirement. Prior to filling vacancies caused by the creation of new positions, the Employer will determine whether the position requires the qualification of Public Health Nurse. If it is determined that such qualification is not required, the pay rate for such position will be the Registered Nurse rate even if the successful candidate has the Public Health Nurse qualification.

- 6.4
- (a)
 - (i) Subject to the provisions in 6.4 (b) and 6.4 (c), seniority shall be retained and accumulated when a full-time, a regular term nurse or a part-time nurse is absent from work under the following circumstances:
 - (1) when on an approved leave of absence with pay, or an approved leave of absence without pay not exceeding thirty (30) days;
 - (2) when in receipt of sick leave (if applicable) up to the number of accumulated days of sick leave to her credit;
 - (3) when in receipt of disability payments from the Workplace Safety and Insurance Board for an injury or illness received in the course of her employment with the Employer.
 - (ii) Subject to the provisions in 6.4 (b) and 6.4 (c), seniority shall be retained and accumulated when a regular part-time nurse is absent from work under the following circumstances:
 - (1) when in receipt of disability payments from the Workplace Safety and Insurance Board for an injury or illness received in

the course of her employment with the Employer.

- (b) Subject to the provisions in 6.4 (a) and 6.4 (c), seniority shall be retained but not accumulated when a full-time, regular term or regular part-time nurse is absent from work under the following circumstances:
- (i) when on an approved leave of absence without pay exceeding thirty (30) days for the period of the leave which exceeds thirty (30) days;
 - (ii) when absent on account of accident or illness for which she is not in receipt of disability payments from the Workplace Safety and Insurance Board for an injury or illness received in the course of her employment with the Employer or for which she is not in receipt of sick leave credits;
 - (iii) when absent due to lay-off;
 - (iv) when on an approved leave of absence for not more than two (2) years for educational purposes.

NOTE: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the Employment Standards Act.

- (c) A nurse's seniority rights and her employment shall be deemed to have been terminated if:
- (i) she quits or resigns;
 - (ii) she is discharged and the discharge is not reversed through the grievance procedure;
 - (iii) she is off work for more than one (1) year unless:
 - (1) she is on an approved leave of absence;
 - (2) she is in receipt of disability payments from the Workplace Safety and Insurance Board for an injury or illness received in the course of her employment with the Employer in which case clause 6.4 (c) (vi) will apply;
 - (iv) she is absent without permission or overstays a permitted leave of absence and fails in each case to furnish the Employer with an acceptable reason for such absence;
 - (v) on being recalled to work following a lay-off, fails to advise the Employer within seven (7) days of the giving of notice of recall that she intends to return to work or fails within that period of time to provide the Employer with an acceptable reason for not returning or if she fails to return to work after being notified to do so by the Employer, and notice of recall shall be deemed to have been given when delivered, or within seven (7) days of mailing by registered mail to her last address on record with the Employer;

- (vi) she is absent for more than thirty (30) months because of an injury or illness received in the course of her employment with the Employer for which she is in receipt of disability payments from the Workplace Safety and Insurance Board.
 - (d) Seniority of present staff shall date from the latest date of employment with the former Fort William and District or Port Arthur and District Health Unit, as the case may be.
 - (e) If a full-time or regular term nurse transfers to a regular part-time position, she shall be given full seniority credit for time worked as a full-time or regular term nurse since her last date of hire.
 - (f) If a regular part-time nurse transfers to a full-time or regular term nurse position, she shall be given full seniority credit for all the seniority credited to her as a regular part-time nurse since her last date of hire.
- 6.5 Every employee will give at least two (2) weeks notice of termination of her or his employment, except in exceptional circumstances.

ARTICLE 7 - SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 7.1 Salaries and Professional Classifications are set forth as Schedule "A" and Schedule "B" of this Agreement and remain in effect for the duration of this Agreement.
- 7.2 Previous nursing experience for full-time nurses and part-time nurses will be recognized on the following basis, provided the nurse has been employed in nursing during the last three (3) years:
- (i) one (1) increment for each year or its equivalent of previous Public Health Nursing experience up to and inclusive of a maximum of the salary grid;
 - (ii) one (1) increment for each two (2) years or its equivalent of past related nursing experience (other than in a Public Health Unit) up to and inclusive of the maximum of the salary grid.
- 7.3 Effective February 6, 2006, in addition to her hourly rate, a regular part-time and temporary part-time nurse will receive one dollar and thirty cents (\$1.30) per hour for each hour worked in lieu of fringe benefits under this Agreement, save and except vacation pay and statutory holiday pay which shall be in accordance with the Employment Standards Act.
- 7.4 (a) The hourly rate of pay shall be calculated by dividing the annual rate by (260.89 x 7).
- The bi-weekly rate of pay shall be calculated by dividing the annual rate by 26.089.
- This clause is effective January 1, 1985.
- (b) The Employer will investigate and endeavour to make changes to the hourly

rate formula effective January 1, 2010, subject to the ability to harmonize the practice across the system.

ARTICLE 8 - HOLIDAYS

- 8.1 (a) The following shall be recognized as holidays for full-time nurses to be paid for at regular salaries:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1st)	

Floating holiday which is not a premium day.

December 24th and December 31st shall also be granted when such days fall on a normal working day.

Floating holidays will be allocated on a calendar year basis and taken at a mutually agreeable time. In order to qualify for a floating holiday, newly hired employees must have completed six (6) months service in the calendar year for which the floating holiday is given.

- (b) If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as a holiday.
- (c) Regular term nurses shall be paid for any of the above holidays that fall within their term of actual employment.
- (d) If one of the above-mentioned paid holidays occurs during a full-time nurse's vacation period, the nurse will receive an additional day off with pay in lieu thereof.
- 8.2 Should a nurse be scheduled to work on any of the above holidays, she shall receive:
- (i) double time and one-half; or
- (ii) time and one-half and another day off with pay at a mutually agreeable time.
- 8.3 In order to qualify for the above holidays, the nurse must have worked on the last scheduled working day immediately preceding and the first scheduled working day following such holiday.

ARTICLE 9 - VACATIONS

- 9.1 (a) Each full-time and each regular term nurse shall earn vacation credits at the rate of 1.67 days per each month of service. Vacation credits in the first year

of employment will be calculated to the end of the vacation year, June 30th and annually thereafter. In cases where the calculation for vacation days works out to a fraction of a day, payment shall be made to the closest full or half day for the fraction involved.

Each full-time nurse shall be entitled to twenty-five (25) working days vacation after she has completed twelve (12) years of continuous service. The present practice of pro-rating the vacation entitlement of regular term nurses will be continued.

Each full-time nurse shall be entitled to thirty (30) working days vacation after she has completed twenty (20) years of continuous service.

- (b) Each regular part-time nurse shall earn vacation credits at the rate of 1.67 days per each month of service. Vacation credits in the first year of employment will be calculated to the end of the vacation year, June 30th and annually thereafter. In cases where the calculation for vacation days works out to a fraction of a day, payment shall be made to the closest full or half day for the fraction involved.

Each regular part-time nurse shall be entitled to twenty-five (25) working days vacation after she has completed twelve (12) years of continuous service.

Each regular part-time nurse shall be entitled to thirty (30) working days vacation after she has completed twenty (20) years of continuous service.

Vacation entitlement will be pro-rated and shall be paid in accordance with the Employment Standards Act.

- (c) The vacation year shall be from July 1st to June 30th of the next year. Vacation credits in the first year of employment will be calculated on a pro-rated basis to June 30th. Annual vacation must be taken within the twelve (12) month period immediately following the June 30th on which leave is calculated. Upon written request and approval by the appropriate Director, in exceptional circumstances, leave may be carried forward or used prior to the vacation year to a maximum of the employee's earned credits.

9.2 When a nurse's employment is terminated for any reason, she shall be entitled to a terminal vacation allowance covering vacation earned but not taken.

9.3 All vacation schedules are subject to final approval by the Medical Officer of Health or his designate.

ARTICLE 10 - ILLNESS ALLOWANCE

10.1 Illness allowance means the period of time when a full-time nurse or regular term nurse is permitted to be absent from work with full pay due to sickness or accident rendering her unable to perform her regular duties as a nurse and not compensable under the Workplace Safety and Insurance Act.

10.2 Full-time nurses and regular term nurses will accumulate illness allowance to a maximum of two hundred (200) days, on the basis of one and one-half (1 1/2) days

for each month of service.

- 10.3 Each full-time nurse shall be granted a credit of eighteen (18) days illness allowance on her/his employment date and each regular term nurse shall be granted fifteen (15) days sick leave credit on her/his employment date and no further allowance will accrue in the first year of her/his employment.
- 10.4 Regular term nurses shall not be entitled to draw on and receive compensation for available sick leave credits for days other than regularly scheduled.
- 10.5 A full-time nurse or regular term nurse leaving the employ of the Health Unit or transferring to part-time employment with the Health Unit after January 1, 1978 and after five (5) years continuous employment shall be eligible for a cash payment based on fifty percent (50%) of unused sick leave credits earned after January 1, 1973. Maximum number of days that may be accumulated for this purpose shall be one hundred and fifty-six (156). Accumulated unused sick leave credits up to December 31, 1972, shall be placed in reserve for each employee to be used only when all sick leave credits accumulated after January 1, 1973, have been exhausted. The above provisions only apply to full-time and regular term nurses employed at the Health Unit as of December 9, 1998. Nurses hired after December 9, 1998, shall not be entitled to the cash payment under these provisions.
- 10.6 When an employee dies while in the employ of the Health Unit his or her estate shall be entitled to the same benefits as would be payable under Section 10.5 of this Agreement.
- 10.7 A nurse will not be entitled to sick pay:
- (a) When absent on pregnancy or parenting leave.
 - (b) During a period of lay-off or leave of absence without pay.
 - (c) During a vacation period unless confined to hospital.
- 10.8 Where a nurse is claiming sick leave, the Employer may require medical documentation verifying the illness. If the Employer is not satisfied with such documentation, the Employer may request the nurse to provide further medical documentation.

When the Employer requires the nurse to provide a Medical Certificate, the Employer shall pay for the cost of the requested Certificate(s).

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.1 Should any difference arise between the Employer and an employee or employees as to the interpretation, application, or alleged violation of the provisions of this Agreement, they shall be taken up in the following manner:

Step 1

- (a) An employee having a grievance, or one designated member of a group having a grievance, shall first take the grievance up with the immediate

supervisor, who will attempt to adjust it.

An employee may request the immediate supervisor to call the Association representative to handle a specified grievance with the immediate supervisor and the immediate supervisor will send for the Association representative without undue delay for further discussion of the grievance.

If the grievance is not adjusted by the immediate supervisor, it shall be reduced to writing and signed by the employee involved, and two (2) copies shall be given to the immediate supervisor. The immediate supervisor shall give her reply in writing to the employee and the Association representative not later than five (5) working days following the receipt by the immediate supervisor of the written grievance.

Step 2

- (b) If a settlement satisfactory to the employee is not reached in Step 1, an appeal may be taken by the employee within five (5) working days thereafter to the appropriate Manager, Human Resources, who shall render a decision in writing to the employee and to the Association representative not later than five (5) working days following the presentation of the written grievance to the said Manager, Human Resources.

Step 3

- (c) If the written decision of the Manager, Human Resources is not satisfactory to the employee, the Association may refer the written grievance to the Medical Officer of Health within five (5) working days following the receipt of the reply to the Manager, Human Resources. The employee, or the Association Committee with her consent, or the Medical Officer of Health, may request a meeting which shall be held within five (5) working days after such request. The Medical Officer of Health shall render his decision in writing to the employee and the Association Committee not later than five (5) working days following the presentation to him of the written grievance.

11.2 Either the Employer or the Association may require that the employee, or a member of the group of employees involved in the grievance being appealed, shall be present at such meeting.

11.3 All grievance forms shall contain only one (1) grievance. A written grievance shall contain a clear and concise statement concerning the complaint, including the specific provision of the Collective Agreement that is allegedly violated, the persons involved, the date on which the alleged grievance occurred and the relief sought, if practicable.

A grievance shall be returned to the employee if it fails to comply with these requirements and an employee shall have an additional seven (7) days to refile the grievance, in conformity with this Section.

11.4 Time Limits

No grievance may be processed to arbitration unless the written grievance signed by the employee is given to the immediate supervisor within eight (8) days from the date

on which the cause of the grievance occurred or within eight (8) days from the time the employee should have known of the occurrence of the event upon which the grievance is based.

A grievance may, however, be processed up to and including Step 3, but not to arbitration if the written grievance signed by the employee is given to the immediate supervisor after eight (8) days, but not later than twenty (20) days from the date on which the cause of the grievance occurred. Time limits shall be computed by excluding Saturday, Sunday, statutory holidays and employee's regular days off. Failure of the employee or the Association to meet the time limits in processing the grievance will cause the grievance to expire and neither it nor the same subject matter shall be further considered or made the subject of a further grievance. Failure of the Employer to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding Step, provided she/he presents the grievance at this Step within five (5) days after the expiration of the said time limit. Any agreement as to an extension of time will be valid only if signed by the Medical Officer of Health and the employee who signed the grievance.

11.5

Step 4

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Association may, within twenty (20) days following receipt of the answer from the Medical Officer of Health, notify the Employer in writing of its desire to submit the difference or allegation to arbitration, accompanied by the written consent of the employee. The Association and the Employer may agree upon an arbitrator to hear the matter and for this purpose will exchange nominations. Failing agreement between the Association and the Employer within six (6) days as to the arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three (3) members and either the Association or the Employer may inform the other party in writing of its desire to submit the matter to arbitration by a three-person Board, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, advise 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 person, who shall be Chairman. If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies. No person may act as an arbitrator who is a member of the Association, or an employee of either the Association or the Employer, or who has been directly involved in attempts to negotiate or settle the grievance. The Arbitration Board shall hear and determine the difference and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. The decision shall be discussed by the Arbitration Board with all members of the Board present before it is rendered to the parties involved.

If the grievance is not referred to arbitration within the said twenty (20) day period, the grievance will be conclusively deemed to have been finally abandoned.

11.6

Authority of Arbitration Board

It is understood and agreed that the Arbitration Board shall have authority only to

settle disputes under the terms of this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it, nor shall any practices or customs become binding unless they are acknowledged in writing between the Medical Officer of Health and the Association.

11.7 Compensation of Arbitration Board

The Association and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the Chairman or of a single arbitrator.

11.8 Place of Hearing

Arbitration shall be heard at Thunder Bay, Ontario, or such other place as may be agreed upon by the Association and the Employer.

11.9 Employer Grievances

It is understood that the Employer may bring forward, at any meeting held with the Association Committee, any complaint and that, if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, and the written grievance sent to the President of the Association or her designated representative. Such complaint must be raised within five (5) days from the date the cause of the complaint occurs or within five (5) days from the date the Employer should have known of the occurrence of the event on which the complaint is based. If such complaint is not settled to the satisfaction of the Employer, the President of the Association or her designated representative shall, within ten (10) days after the mailing or delivery of the written grievance by the Employer, give a reply in writing to the Employer. If the written reply has not settled the grievance to the satisfaction of the Employer or if no written reply is received by the Employer within ten (10) days after the mailing or delivery of the written grievance to the President of the Association or her designated representative, the Employer may, within ten (10) days after receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance, in case no written reply is received, refer the grievance to arbitration, in accordance with Article 11.5 of this Agreement.

Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause, respecting any Employer grievance; otherwise, the grievance shall be deemed to have been abandoned.

Time limits shall be computed by excluding Saturdays, Sundays and statutory holidays.

11.10 Association Grievance

- (a) The Association Grievance Committee may file a written grievance that the Employer is in violation of the Collective Agreement with respect to a matter

affecting the Association itself but not affecting or involving any employee in the bargaining unit (being specific as to alleged violation and as to the relief sought) and may require a meeting with the Manager, Human Resources (at which a staff member of the Association may be present) within five (5) days from the date of filing the grievance with the Manager, Human Resources. Such grievance must be filed within five (5) days from the date the cause of the grievance occurs or within five (5) days from the time the Association should have known of the occurrence of the event on which the grievance is based. Time limits shall be computed by excluding Saturdays, Sundays and paid holidays listed in this Agreement.

- (b) If the grievance is not settled to the satisfaction of the Association Grievance Committee during the meeting with the Manager, Human Resources, the Manager, Human Resources will within five (5) days after the meeting give a written reply to the grievance to the Association.
- (c) If the written reply has not settled the grievance to the satisfaction of the Association or if a written reply is not received by the Association within five (5) days after the meeting with the Manager, Human Resources, the Association may within ten (10) days after the receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 11 of this Agreement without the consent of any employee.
- (d) Unless otherwise agreed to in writing, the Association shall comply with the time limits set out in this clause respecting any such grievance or the grievance will be deemed to have been abandoned.

11.11 Discharge or Suspension Grievance

If a nurse who has completed her probationary period believes she has been discharged or suspended without just cause, she may file a grievance with the Manager, Human Resources within ten (10) calendar days after she has been given notice of discharge or suspension. Step 1 of the grievance procedure shall be omitted in that case. The discharge or suspension of a probationary nurse shall not be the subject of a grievance.

ARTICLE 12 - LEAVE OF ABSENCE

12.1 (a) Compassionate Leave

In the event of the death of a member of a full-time nurse's immediate family; that is, parent, spouse including same-sex and common-law spouse, child, step-child, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, son-in-law and daughter-in-law; the Employer shall grant the employee three (3) days bereavement leave with pay. Should extensive travel be involved in order for the employee to attend the funeral, an additional day's leave may be granted. Regular term nurses shall be entitled to receive compassionate leave only for days which are regularly scheduled. Additional paid bereavement leave may be granted at the discretion of the Employer.

- (b) In the event of the death of a member of a regular part-time nurse's immediate family; that is, parent, spouse including same-sex and common-law spouse, child, step-child, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, son-in-law and daughter-in-law; the regular part-time nurse will not be required to attend at work during up to three (3) days from the death of such person up to and including the day of the funeral, whether or not they are scheduled days of work for such nurse and the nurse will not suffer any reduction in pay as a result of her non-attendance at work under such compassionate leave. Should extensive travel be involved in order for the employee to attend the funeral, an additional day's leave may be granted. Additional paid bereavement leave may be granted at the discretion of the Employer.

12.2 Court Attendance

If a full-time, regular term or regular part-time nurse is required to serve as a juror in any court of law or required by subpoena to attend a court of law in connection with a case arising from her duties with the Employer, she shall not lose her regular pay because of necessary absence from scheduled work due to such attendance provided that she:

- (i) notifies the Employer immediately upon her notification that she will be required to attend court;
- (ii) presents proof of service requiring her attendance; and
- (iii) promptly repays to the Employer the jury duty stipend.

12.3 (a) Leave Without Pay

In special cases, leave of absence without pay up to five (5) consecutive working days in any one year may be granted by the Medical Officer of Health or his designate provided that it results in no disruption of the service.

- (b) Leave of absence in excess of five (5) days without pay may be granted by the Board, when recommended by the Medical Officer of Health or his designate.
- (c) Employees on leave of absence without pay for a period in excess of one (1) month must submit separate cheques to cover employee and Employer contributions for any Health Plan premiums. Regular term nurses shall pay in advance to the Employer one hundred percent (100%) of OHIP, Dental Care Plan, Group Life Insurance Plan and Extended Health Care Plan premiums due for the month of July and August.

12.4 Association Leave

- (a) Upon written request, leave of absence without pay for Association business shall be given for up to a total of thirty (30) days in a calendar year. Not more than two (2) nurses shall be absent at any one time. Association business shall be deemed to include service as Local Co-ordinator for the Ontario Nurses' Association. An additional twelve (12) days leave will be available to an employee serving as a Local Co-ordinator for the Ontario Nurses'

Association.

The Employer agrees to grant an additional five (5) days leave to the Local Co-ordinator provided coverage for the program is in place for the absence of the Local Co-ordinator at the discretion of the Director or designate. Coverage for Local Co-ordinator only applies to the additional five (5) days.

- (b) Requests for such leaves of absence shall be made to the Director of Nursing at least ten (10) days in advance except in exceptional circumstances.
- (c) Leave of Absence for Nurses on the Board of Directors for the Ontario Nurses' Association

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the Office of President, shall be granted leave of absence without pay up to a total of thirty (30) days annually. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in part (a) above.

12.5

Pregnancy Leave

Pregnancy leave will be granted to a nurse in accordance with the terms of the Employment Standards Act, except where amended in this provision.

- (a) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (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 for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks).

The employee does not have any vested right except to receive payments for the covered employment 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.

12.6 Parental Leave

A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

- (a) 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 leave 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. That benefit will be equivalent to the difference between seventy-five percent (75%) of the nurse's 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 (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while 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 her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks).

The employee does not have any vested right except to receive payments for the covered employment 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.

- 12.7 In the event that a nurse is required to provide immediate or temporary care for an ill or injured spouse (including common-law and same-sex partners), dependant child or parent or to travel for medical purposes, the nurse will be permitted to use up to two (2) days sick leave per year for this purpose. Branch Office nurses will be permitted to use an additional three (3) days sick leave per year to travel for medical purposes.

ARTICLE 13 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL PROGRAM

- 13.1 Management reserves the right to decide or set Professional Development and Educational Programs.

Where a professional nursing meeting is held, a reasonable number of nurses may attend as representatives and these will be given leave with pay when the meeting(s) held will be of benefit to the Thunder Bay District Health Unit, and as agreed by management and when necessary the Board of Health.

- 13.2 The Employer will continue its present practice of posting notices of relevant courses, seminars and workshops.

ARTICLE 14 - BENEFIT PLANS14.1 Pensions

It shall be a condition of employment for all continuous full-time and continuous regular term nurses to contribute to OMERS in accordance with the terms and conditions of the Plan.

- 14.2
- (a) Unless the nurse is exempted by providing the Employer with a duly completed "Request for Exemption" form, the Employer will contribute for each month of service for full-time and regular term nurses an amount equal to one hundred percent (100%) of the billed monthly premium to the Ontario Health Insurance Plan for Standard Ward coverage.
 - (b) Effective February 6, 2006, the Employer will contribute for regular full-time employees and regular term employees an amount equal to eighty percent (80%) of the monthly billed premium to the Liberty Health Dental Plan No. 9 or its equivalent based on the O.D.A. Fee Schedule of the year immediately prior to the current year with a nine (9) month oral recall examination and preventative recall package and a maximum coverage of one thousand, five hundred dollars (\$1,500.00) per insured per annum. The Dental Plan includes coverage for children up to age twenty-five (25) if enrolled in a post-secondary institution.
 - (c) The Employer will contribute for regular full-time employees and regular term employees an amount equal to one hundred percent (100%) of the monthly billed premium for a Group Life Insurance Plan providing coverage amounting to two (2) times the annual salary of the individual nurse rounded off to the next highest one thousand dollars (\$1,000.00) of current annual salary. It shall be a condition of employment that all full-time employees and regular term employees participate in the Group Life Insurance Plan.
 - (d) The Employer will contribute for regular full-time employees and regular term employees an amount equal to one hundred percent (100%) of the monthly billed premium for the Liberty Health Extended Health Care Plan (including a pay direct card), ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible per year (or its equivalent), subject to the terms and conditions of such Plan. Effective February 1, 2003, an eye glass rider with a maximum of two hundred and fifty dollars (\$250.00)/twenty-four (24) months. Effective February 6, 2006, one (1) eye exam every twenty-four (24) months up to a maximum of fifty dollars (\$50.00), physiotherapy, chiropractic and massage services to a maximum of three hundred dollars (\$300.00) per service per person per calendar year, claims paid from first dollar and the Liberty Health or its equivalent rider Deluxe Out of Country medical coverage are to be added. The extended Health Plan includes coverage for children up to age twenty-five (25) if enrolled in a post-secondary institution.
 - (e) Once a full-time nurse reaches age sixty-five (65) and continues to be employed, she shall automatically receive one dollar and thirty cents (\$1.30) in lieu of benefits as per Article 14.2. Such nurses who are able to participate in OMERS will only receive fifty percent (50%) of the remuneration in lieu of benefits.

- 14.3 The Employer shall provide coverage for nurses as required under the Workplace Safety and Insurance Act.
- 14.4 The parties agree that the U.I.C. rebate for 1985 and 1986 and thereafter shall be retained by the Employer and applied towards insurance premiums as provided in this Agreement.

ARTICLE 15 - MISCELLANEOUS

- 15.1 The Medical Officer of Health may require an employee to furnish, at any time, medical evidence of their fitness to carry out their duties. The necessary investigation shall be arranged and paid for by the Employer.
- 15.2 Each employee shall be required to have, or produce proof of, a TB skin test and/or chest X-ray or as may be required by the Medical Officer of Health at no cost to the nurse.
- 15.3 Malpractice Insurance
- The Employer will provide adequate malpractice and professional liability insurance.
- 15.4 The Employer agrees to supply use of a bulletin board for the purpose of posting notices pertaining to meetings, conventions and other activities of the Association or the Employer.
- The Employer shall be furnished by the Association with a copy of all such Association notices prior to their posting and may require the Association to refrain from posting any notice which the Employer considers objectionable. No notice from the Association may be posted unless it bears the signature of an authorized officer of the Association.
- 15.5 The parties will agree, prior to the copying being done, to the cost for making copies of the signed Agreement. The Employer will make the arrangements for the copying of this Contract and the cost of copying will be shared equally between the parties. The Employer will issue copies of this Contract to all nurses now employed and as employed.
- 15.6 Return to Work/Modified Work Programs
- (a) The parties recognize that the purpose of modified work programs is to facilitate nurses who have been absent from work and may require accommodation within the legislated framework in order to return to work. The Employer agrees to involve the Association in any discussion surrounding a nurse's return to modified work.
- (b) The Employer will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury/illness or when a nurse goes on long-term disability (LTD) and will again notify the Bargaining Unit President when these nurses return to work.
- (c) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Employer will

notify and meet with a Staff Representative of the Association and a designated member of the Bargaining Unit to discuss the circumstances surrounding the employee's ability to return to work.

- (d) The Employer will notify the Association on the monthly dues list of those nurses absent from work and claiming Workplace Safety and Insurance Board benefits.
- (e) The Employer will give to the nurse a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Workplace Safety and Insurance Board.

ARTICLE 16 - EVALUATIONS

- 16.1 A copy of any completed evaluation which is to be placed in a nurse's file shall be first 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 in her file. A copy of the evaluation will be provided to the nurse at her request.
- 16.2 The Employer agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than two (2) years prior to the date of matters under consideration, except in circumstances where disciplinary action has occurred within the two (2) year period.

ARTICLE 17 - NO STRIKES OR LOCKOUTS

- 17.1 There shall be no strikes and no lockouts during the term of this Collective Agreement.
- 17.2 The terms "strike" and "lockout" shall bear the meanings given to them in the Labour Relations Act, 1995, S.O. 1995 c.1, Schedule A.

ARTICLE 18 - DURATION OF AGREEMENT

- 18.1 This Agreement shall become effective on the 1st day of January, 2007 and shall remain in full force and effect until the 31st day of December, 2009 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days before the 31st day of December, 2009 or not more than ninety (90) days before the 31st day of December in any year thereafter in which this Agreement continues to remain in effect.
- 18.2 Negotiations with respect to renewal of this Agreement shall commence within thirty (30) days of such notice or within any longer time which is mutually agreed upon.


DATED at Thunder Bay, Ontario, this 6th day of March, 2009.

FOR THE EMPLOYER



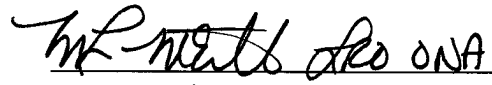


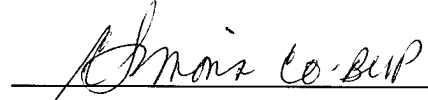


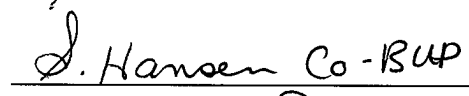



L. D. Johnson

FOR THE ASSOCIATION









LETTER OF UNDERSTANDING
(To be attached to and form part of the Collective Agreement)

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:

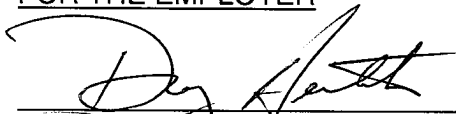

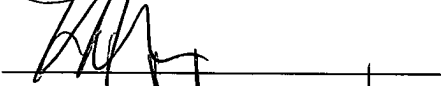
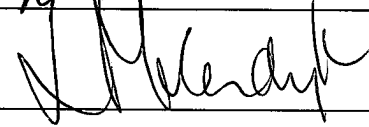
ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

Relative to the interpretation of Article 10.7 (b), it is agreed that where a nurse who is in receipt of paid sick leave is subsequently laid off, payment of sick leave can only cease on the date of lay-off where the illness or injury occurred two (2) months or less before the lay-off and notice of the lay-off was given prior to the occurrence of the illness or injury. In all other cases, sick pay is continued after the lay-off until the earliest of:

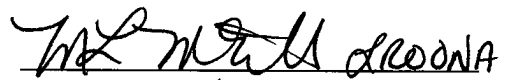
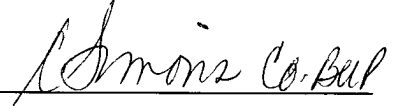
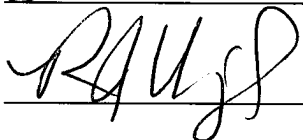
- (a) the payment of a total of at least fifteen (15) weeks of benefit;
- (b) the end of the incapacity due to illness or injury; and
- (c) the exhaustion of all accumulated paid sick leave.

DATED at Thunder Bay, Ontario, this 6th day of March, 2009.

FOR THE EMPLOYER





 L. McNamee

FOR THE ASSOCIATION



 J. Hansen Co-Sup


LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")


AND:


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


A Labour Management Committee consisting of three (3) representatives of the bargaining unit and three (3) representatives of the Employer shall meet every three (3) months upon the request of either party. The purpose of this Committee is to promote effective and meaningful communication of information and ideas and to discuss and clarify any matters of concern including utilization of nursing staff, quality of nursing care and matters relating to Community Health Nursing. The party requesting the meeting shall provide to the other party a written Agenda at least one (1) week prior to the date of the meeting and shall not include matters that are properly subject of the Grievance or Arbitration Procedures or negotiations for the renewal of this Agreement. Nurse members will not lose pay for attendance at the Committee meetings.


DATED at Thunder Bay, Ontario, this 6th day of March, 2009.

FOR THE EMPLOYER



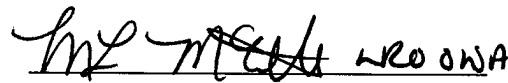


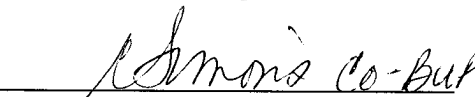


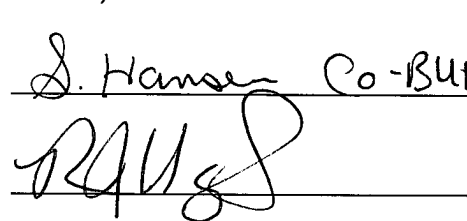


L Deshaive

FOR THE ASSOCIATION



Edmond's Co-BUP


J. Hansen Co-BUP


LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:

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

Ontario Nurses' Association and any affected nurses (present and future) will make no claim for retroactive application of the OMERS involvement of:

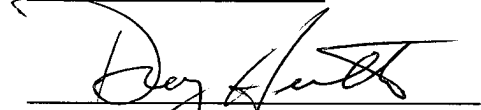
- (a) part-time nurses who have transferred or will transfer from full-time or regular term;
- (b) those eligible part-time nurses who elect to participate in OMERS in accordance with the provisions of the OMERS Plan;

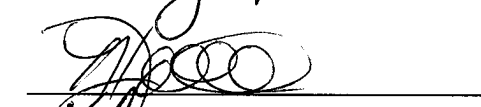
and will execute documentation to ensure this.

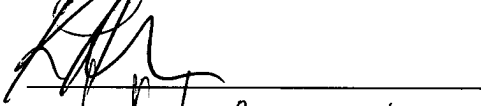
A part-time nurse who is participating in OMERS will only receive fifty percent (50%) of the remuneration provided to part-time nurses in clause 7.3 in lieu of benefits.


DATED at Thunder Bay, Ontario, this 6th day of March, 2009.


FOR THE EMPLOYER



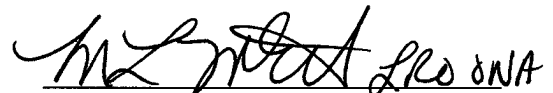





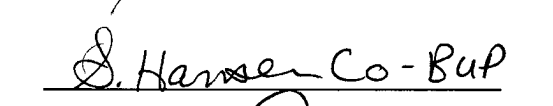





FOR THE ASSOCIATION









LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:


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


RE: SHIFTS AND WEEKEND WORK

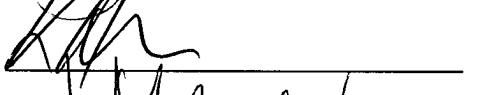
At this time, the Thunder Bay District Health Unit is not looking at implementing shifts and weekend work beyond present scheduling. Should the operational requirements change, the parties shall meet to negotiate the working conditions. If the parties are unable to reach an agreement, the matter shall be referred to Arbitration as if the issue was a grievance being submitted to Arbitration.

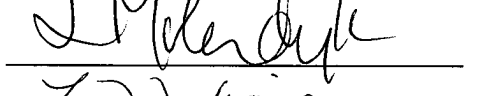
DATED at Thunder Bay, Ontario, this 6th day of March, 2009.

FOR THE EMPLOYER



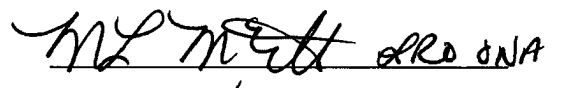


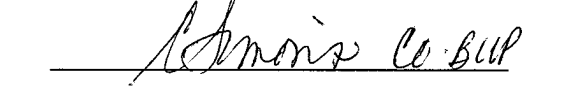


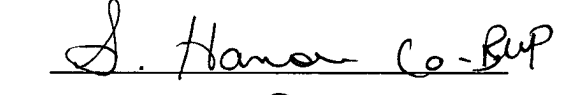



L. J. Fiskane

FOR THE ASSOCIATION

 PRO. ONA

 Admin. Co-Rep

 S. Hamer Co-Rep



LETTER OF UNDERSTANDING
(To be attached to and form part of the Collective Agreement)

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:

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

RE: HEALTHY BABIES HEALTHY CHILDREN

In recognition of the need for weekend work schedules to provide services to the Community and in recognition of nurses concerns regarding stability in scheduling, the parties agree to the following principles concerning the scheduling of weekend work:


1. This letter applies to all regularly scheduled weekend work. This program will be initially implemented in relation to the Healthy Babies Healthy Children Program.
2. All regularly scheduled weekend work will be pre-scheduled by the appropriate Director or designate at least twelve (12) weeks in advance, setting out the schedule for the following calendar year. Employees shall be scheduled for weekend work on a rotating basis amongst all of the employees working in the applicable program. Employees may trade assigned weekends in their discretion, provided at least one (1) weeks' advance notice is given to the appropriate Director or designate.
3. Regularly scheduled weekend work will consist of three and one-half (3 ½) hour shifts paid at the employee's regular hourly rate. In the event the shift is extended beyond three and one-half (3 ½) hours, such additional hours will be compensated at the rate of time and one-half the employee's regular hourly rate. After the completion of two (2) scheduled shifts, the nurse will be scheduled for a three (3) day weekend the following weekend or at a time mutually agreed to by the Manager and the employee.
4. Employees will be paid as if they had worked their normal weekly schedule (i.e., their pay will be averaged such that it will not increase the weeks they work the weekend shift nor will it decrease the week they receive a day off in compensation for weekend work).
5. Time worked on weekends pursuant to this letter shall not be considered overtime within the meaning of the Collective Agreement. Nurses will receive an allowance of one dollar (\$1.00) per hour for the first three and one-half (3 ½) hours of a weekend shift. Should a nurse leave a program that is scheduled weekend work, pay will be adjusted accordingly for all outstanding monies.
6. "Weekend" shall be deemed to include any day on which the Health Unit is closed


for regular business with the exception of paid holidays which are governed by Article 8 of the Collective Agreement.


- 7. In the event of any inconsistency between this Letter of Understanding and the Collective Agreement, this letter will prevail.
- 8. The parties agree that weekend work language may be amended by mutual agreement during the term of this Collective Agreement.

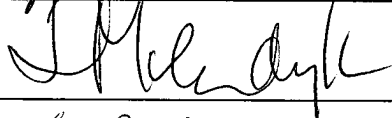
DATED at Thunder Bay, Ontario, this 6th day of March, 2009.

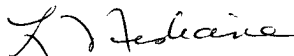
FOR THE EMPLOYER



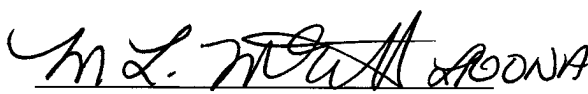


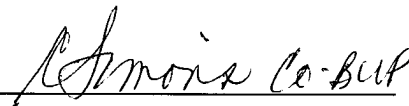


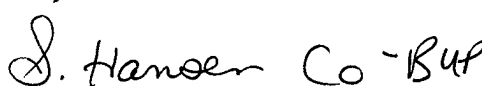


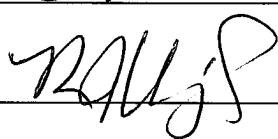


FOR THE ASSOCIATION









LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:

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

RE: ATTENDING TRAINING

The following shall apply to nurses attending training required and approved by the Employer:

1. Nurses attending training which occurs during regularly scheduled work days will be compensated at their straight time hourly rate. Overtime will be paid for time spent in excess of the nurse's regularly scheduled work day.
2. Nurses will be compensated at their straight time hourly rate for travel time to and from training occurring on regularly scheduled work days. Overtime will be paid for time spent travelling to or from training sessions in excess of the nurse's regularly scheduled work day.
3. Nurses will be requested to flex their work week to accommodate training and/or travel which occurs on unscheduled work days. When flexing is not possible, overtime will be paid in accordance with the Collective Agreement.

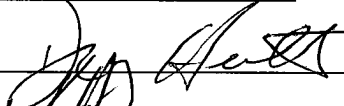
The following shall apply to nurses attending training requested by the nurse and approved by the Employer:

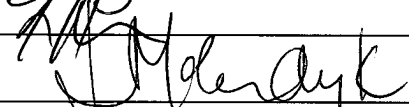
1. Nurses attending training which occurs on regularly scheduled work days will be compensated at their straight time hourly rate for time attending such training.
2. Nurses will be compensated at their straight time hourly rate for travel time to and from training occurring on regularly scheduled work days.

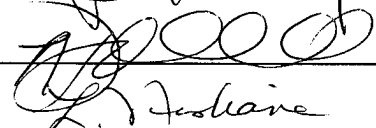
Nurses will not be compensated for training and/or associated travel which occurs on unscheduled work days or beyond their regularly scheduled work hours; however, a nurse may request to flex her or his work week to accommodate attendance at training.

DATED at Thunder Bay, Ontario, this 6th day of March, 2009.

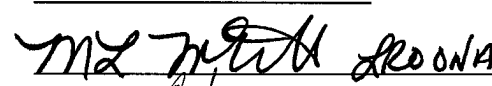
FOR THE EMPLOYER

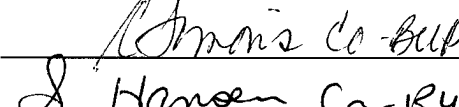


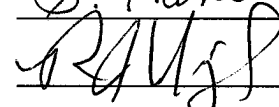




FOR THE ASSOCIATION



 Roman's Co-Rep


 Co-Rep


LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:


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


RE: PROFESSIONAL RESPONSIBILITY


The Nursing Practice Council will consist of Bargaining Unit and Employer representatives. The number of Employer representatives will not exceed the number of Bargaining Unit representatives. The Nursing Practice Council will meet every two (2) months. The Nursing Practice Council will provide a forum to identify and resolve issues related to meeting standards for professional nursing practice. Nurse members will not lose pay for attendance at the Council meetings.

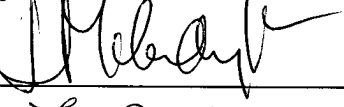
DATED at Thunder Bay, Ontario, this 6th day of March, 2009.

FOR THE EMPLOYER



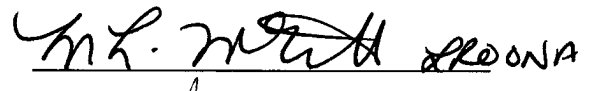


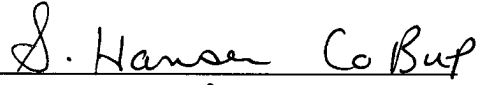


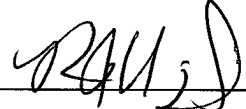


L. F. Solisano

FOR THE ASSOCIATION



Admin's Co-BUP




LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:

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

RE: COMPRESSED WORK WEEK

In a compressed work week, nurses complete their required number of work hours in fewer than normal days per week as defined in Article 5.1 (a).

A nurse may request a compressed work week schedule by submitting a request in writing to her direct Supervisor. The Employer will consider such a request based on its' operational needs, duration, staff complement or any other relevant factors.

Where a nurse working a compressed work week schedule is on sick leave or vacation, the nurse's sick leave bank or vacation bank will be reduced by the hours scheduled to be worked that day.

No overtime will be earned as a result of an employee working a compressed work week schedule. However, nurses maintain the right to earn overtime in accordance with the Collective Agreement for all hours worked in excess of the compressed work week schedule.

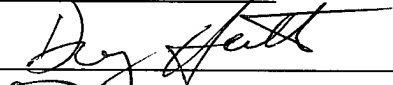
The Employer shall make application in accordance with the Employment Standards Act, if necessary, for the purposes of obtaining the appropriate work permits for the introduction of a compressed work week.

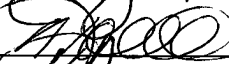
The Employer or the nurse can cancel a compressed work week schedule on two (2) weeks notice and revert to the schedule in Article 5.1 (a).


Particulars of compressed work week schedules will be part of the Employer's Policy.

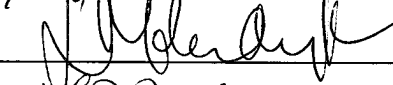
DATED at Thunder Bay, Ontario, this 6th day of March, 2009.


FOR THE EMPLOYER



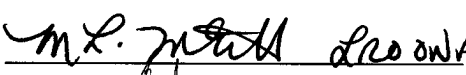


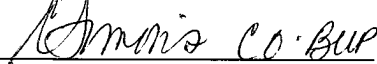


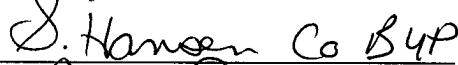


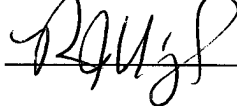


FOR THE ASSOCIATION









LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:

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

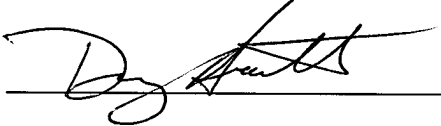
RE: NURSE PRACTITIONER


The parties agree that the classification of Nurse Practitioner is included in the Bargaining Unit and that the Collective Agreement applies, except as modified in the Letter of Understanding:


1. The Nurse Practitioner will be compensated on regular hours worked (e.g., full-time equals 1,826.23 per year).
2. Due to the nature of the work of the Nurse Practitioner, there will be flexible scheduling of hours, including split shifts, in accordance with her or his workload. The Nurse Practitioner in consultation with her or his Manager will adjust her or his schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the hours of work provisions contained in the Collective Agreement.
3. The Nurse Practitioner who works in excess of seventy (70) hours but fewer than seventy-five (75) hours bi-weekly shall bank excess hours to be taken as time in lieu at the Nurse Practitioners straight time hourly rate at a time mutually agreeable to the Nurse Practitioner and her or his Manager.
4. The Nurse Practitioner who works in excess of seventy-five (75) hours bi-weekly shall have the option of electing payment of hours worked in excess of seventy-five (75) hours at the applicable premium rate. Hours worked in excess of seventy-five (75) bi-weekly may also be taken as time in lieu at the rate of time and one-half at a time mutually agreeable to the Nurse Practitioner and her or his Manager.
5. The Nurse Practitioner shall be paid in accordance with Schedule "A" of the Collective Agreement and be provided with all provisions afforded to regular full-time staff at the Health Unit.
6. In the event of any inconsistency between this Letter of Understanding and the Collective Agreement, the Letter of Understanding shall prevail.

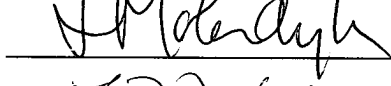
DATED at Thunder Bay, Ontario, this 6th day of March, 2009.

FOR THE EMPLOYER



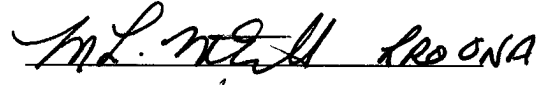


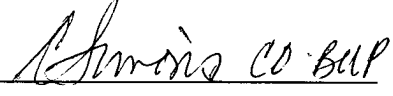





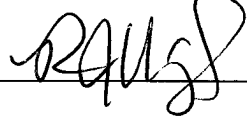
L. J. Osborne

FOR THE ASSOCIATION









LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF HEALTH OF THE THUNDER BAY DISTRICT HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:

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

RE: ARTICLE 10.5 – PAYOUT EXISTING SICK LEAVE CREDITS


The parties agree to meet within six (6) months of the ratification of the Memorandum of Settlement to establish a list of employees who have accumulated sick leave credits including the number of unused sick leave credits payable under this provision. The list will be appended to the Collective Agreement as a Letter of Understanding which the parties agree will be renewed each time the Collective Agreement is ratified until the last employee has received a cash payout. The employee shall be identified by employee number.


The current Article 10.5 will then be deleted at the next round of bargaining.


In the event the parties cannot reach an agreement as to the eligibility of an employee or the number of unused sick leave credits accumulated, Article 10.5 shall remain in force.

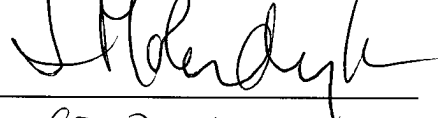
DATED at Thunder Bay, Ontario, this 6th day of March, 2009.


FOR THE EMPLOYER



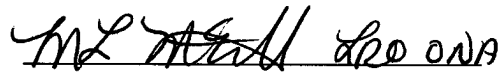


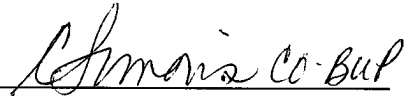


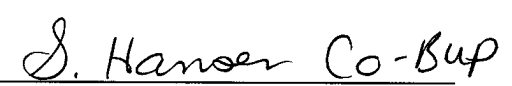


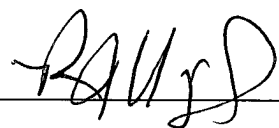


FOR THE ASSOCIATION









SCHEDULE "A"
NURSING SALARIES

SALARY RANGES

All increments are on merit.

REGISTERED NURSE				
	Effective July 1, 2007		Effective January 1, 2008	
	HOURLY	ANNUAL	HOURLY	ANNUAL
START	24.81	45,308.77	25.55	46,660.18
1 YEAR	25.31	46,221.88	26.07	47,609.82
2 YEARS	26.06	47,591.55	26.84	49,016.01
3 YEARS	27.27	49,801.29	28.09	51,298.80
4 YEARS	29.09	53,125.03	29.96	54,713.85
5 YEARS	30.66	55,992.21	31.58	57,672.34
6 YEARS	32.19	58,786.34	33.16	60,557.79
7 YEARS	33.79	61,708.31	34.80	63,552.80
8 YEARS	34.57	63,132.77	35.61	65,032.05
	Effective January 1, 2009			
	HOURLY	ANNUAL		
START	26.32	48,066.37		
1 YEAR	26.85	49,034.28		
2 YEARS	27.65	50,495.26		
3 YEARS	28.93	52,832.83		
4 YEARS	30.86	56,357.46		
5 YEARS	32.53	59,407.26		
6 YEARS	34.16	62,384.02		
7 YEARS	35.84	65,452.08		
8 YEARS	36.68	66,986.12		
PUBLIC HEALTH NURSE				
	Effective July 1, 2007		Effective January 1, 2008	
	HOURLY	ANNUAL	HOURLY	ANNUAL
START	25.74	47,007.16	26.51	48,413.36
1 YEAR	26.21	47,865.49	27.00	49,308.21
2 YEARS	26.97	49,253.42	27.78	50,732.67
3 YEARS	28.18	51,463.16	29.03	53,015.46
4 YEARS	30.01	54,805.16	30.91	56,448.77
5 YEARS	31.57	57,654.08	32.52	59,389.00
6 YEARS	33.13	60,503.00	34.12	62,310.97
7 YEARS	34.69	63,351.92	35.73	65,251.20
8 YEARS	35.49	64,812.90	36.56	66,766.97
	Effective January 1, 2009			
	HOURLY	ANNUAL		
START	27.31	49,874.34		
1 YEAR	27.81	50,787.46		
2 YEARS	28.61	52,248.44		
3 YEARS	29.90	54,604.28		

4 YEARS	31.84	58,147.16		
5 YEARS	33.50	61,178.71		
6 YEARS	35.14	64,173.72		
7 YEARS	36.80	67,205.26		
8 YEARS	37.66	68,775.82		
NURSE PRACTITIONER				
	Effective July 1, 2007		Effective January 1, 2008	
	HOURLY	ANNUAL	HOURLY	ANNUAL
START	42.99	78,509.63	44.28	80,865.46
1 YEAR	43.42	79,294.91	44.72	81,669.01
2 YEARS	43.85	80,080.19	45.17	82,490.81
3 YEARS	44.29	80,883.73	45.62	83,312.61
4 YEARS	44.73	81,687.27	46.07	84,134.42
5 YEARS	45.18	82,509.07	46.54	84,992.74
6 YEARS	45.63	83,330.87	47.00	85,832.81
7 YEARS	46.09	84,170.94	47.47	86,691.14
8 YEARS	46.55	85,011.01	47.95	87,567.73
	Effective January 1, 2009			
	HOURLY	ANNUAL		
START	45.61	83,294.35		
1 YEAR	46.06	84,116.15		
2 YEARS	46.53	84,974.48		
3 YEARS	46.99	85,814.55		
4 YEARS	47.45	86,654.61		
5 YEARS	47.94	87,549.47		
6 YEARS	48.41	88,407.79		
7 YEARS	48.89	89,284.38		
8 YEARS	49.39	90,197.50		

Temporary or part-time employees or employees over age 65 = + \$1.30 per hour in lieu of benefits.
 OMERS members who are temporary, part-time or over age 65 = + \$0.65 per hour in lieu of other benefits.

SCHEDULE "B"PROFESSIONAL CLASSIFICATIONS

"Registered Nurse" is defined as a person who is registered by the College of Nurses of Ontario, in accordance with the Health Disciplines Act, 1974, as amended.

"Public Health Nurse" is defined as a Registered Nurse who holds a university diploma in Public Health Nursing or a bachelor's degree in nursing with a Public Health Nursing component from a recognized university.

"Nurse Practitioner" is defined as an individual who is currently registered in the "Extended Class", i.e., RN (EC), with the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act, 1991, as amended.

Part-time nurses shall be entitled to be considered for a merit increment after each two hundred and forty (240) days of actual service rendered and accumulated after January 1, 1975.

The annual allowance for Senior Nurse, when so appointed, shall be five hundred and forty-nine dollars (\$549.00) per year in excess of her normal earnings.

A full-time nurse or regular term nurse who was at the maximum increment level of the Registered Nurse classification for at least one (1) year prior to December 31, 1989, will advance to the new maximum level effective January 1, 1990.

A full-time nurse or regular term nurse who was advanced to the maximum increment level of the Registered Nurse classification within the twelve (12) month period ending December 31, 1989, will advance to the new maximum level at her next anniversary date.

A regular part-time nurse who was at the maximum increment level of the Registered Nurse classification for at least two hundred and forty (240) paid days prior to December 31, 1989, will advance to the new maximum level effective January 1, 1990.

A regular part-time nurse who was advanced to the maximum increment level of the Registered Nurse classification less than two hundred and forty (240) paid days for such nurse prior to December 31, 1989, will advance to the new maximum level two hundred and forty (240) paid days for such nurse after advancing to the previous maximum level.

SCHEDULE "C"

RETROACTIVITY

All employees in the bargaining unit on or after January 1, 2007, are entitled to retroactivity based on the number of hours paid since January 1, 2007. Former employees will have thirty (30) days from the date of mailing of a letter from the Employer to such former employees, at the last known address on record with the Employer, advising them of the settlement in which to claim retroactivity in writing, failing which individual claims will be deemed to have been abandoned.