

## **COLLECTIVE AGREEMENT**

Between:

**THE BOARD OF HEALTH FOR THE ELGIN – ST. THOMAS HEALTH UNIT**  
(hereinafter referred to as the "Employer")

And:

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

**Expiry Date: March 31, 2010**

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**ARTICLE 1 - PURPOSE AND RECOGNITION**

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the nurses within the bargaining unit with respect to the matters set out herein. It also provides an orderly procedure for the prompt disposition of grievances. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.02 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed by the Employer in a nursing capacity save and except the Manager and persons above the rank of Manager.
- 1.03 All references to representatives, officers and Committee members of the Association in this Agreement shall be deemed to mean representatives, officers and Committee members of this bargaining unit of the Association's duly chartered local namely Local 036 Ontario Nurses' Association, unless otherwise indicated. It is understood that such representatives, officers and Committee members will be employees of the Employer. All correspondence sent by the Employer to the Association shall be sent to the Bargaining Unit President.
- 1.04 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act. A Registered Nurse is required to present to the Employer by March 1st of each year, her current certificate of competence.
- 1.05 A Graduate Nurse is defined as a nurse with registration incomplete who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements.
- 1.06 A Public Health Nurse is defined as a nurse registered with the College of Nurses of Ontario with a certificate or diploma obtained after not less than one academic year in public health nursing; or, a registered nursing degree that includes preparation in public health nursing.
- 1.07 The word "employee" and "employees" wherever used in this Agreement shall mean only those persons within the Bargaining Unit.
- 1.08 When the pronoun "her" is used in the agreement it will be equally interpreted to mean "his" and vice versa unless there the meaning is clearly to the contrary (e.g. maternity leave).
- 1.09 "Full-time" nurse refers to nurses scheduled for thirty-five (35) hours per week (exclusive of meal times) or average seventy (70) hours (exclusive of meal times) over a bi-weekly period on a regular basis and is not employed in a temporary position.
- 1.10 "Regular part-time" nurse means a nurse who regularly works a predetermined work schedule of less than thirty-five (35) hours per week or average seventy (70) hours (exclusive of meal times) over a bi-weekly period over an indefinite period of time.

- 1.11 “Temporary” nurse means a nurse who
- (a) works on a replacement basis for a temporary period of time due to an absence of a full-time or regular part-time nurse for reasons such as maternity leave, adoption leave, leave of absence, sickness and vacation; or
  - (b) who works the equivalent regular hours of work per week for full-time or part-time nurses while engaged to work on a special project. Such temporary period shall not exceed twelve (12) months’ duration without the approval of the Association.
- Note: A temporary nurse who has seniority shall have no right to grieve discharge if her termination is a result of the returning nurse’s return date being changed.
- 1.12 “Casual” nurse means a nurse who is required to work on an irregular basis (called in as needed) and whose hours are not predictable over an indefinite period of time. In the event of a lay-off, casual nurses will not be utilized by the Employer during a lay-off and there will be no application of the bumping and lay-off provisions of Article 8.08.
- 1.13 “Wages:” All employee designations listed above shall receive the hourly wage for their classification as identified in Appendix ‘A’ – Wage Rate.
- 1.14 Contracting out of Bargaining Unit Work
- (a) It is agreed that the Employer will not contract out work normally performed by members of the bargaining unit if a layoff of any employee will result. It is further agreed that employees who are laid off and who are capable of performing the work available, will be recalled before the work is contracted out.
  - (b) In the event that an employee leaves the employ of the Employer and the Employer is not able to hire a replacement, then that work may be contracted out until a suitable employee can be hired. The Employer will not unduly delay the search for a satisfactory replacement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Association recognizes that the management of the Health Unit and the direction of the working forces are fixed in the Employer and shall remain solely with the Employer except as limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim by a full-time nurse who has completed her probationary period that she has been discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided;

- (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, hours of work, work assignments, services to be performed, and methods of work;
- (d) generally to manage the operation which the Health Unit is engaged in; and
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.

2.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

### **ARTICLE 3 - REPRESENTATION AND ASSOCIATION SECURITY**

3.01 There shall be a Management-Association Nursing Committee composed of three (3) nurse representatives who are members of the Bargaining Unit and three (3) representatives of the Employer. Regular meetings of this Committee will be held quarterly for the purpose of discussing matters of mutual concern including the quality and quantity of nursing care and provided there is business for their joint consideration. It is agreed that this Committee shall not discuss grievances. Special meetings of this Committee will be held at mutually convenient times. Each party will notify the other at least seventy-two (72) hours in advance of the matters it wishes to place on the agenda for the meeting. A representative of the Ontario Nurses' Association and/or a resource person of the Employer's choice may attend a meeting of this Committee where mutually agreed.

3.02 The Employer agrees to recognize the following representatives of the Association:

- (a) A Negotiating Committee of three (3) nurse representatives who are members of the Bargaining Unit for the purpose of negotiating for the renewal of the Collective Agreement;
- (b) A Grievance Committee composed of two (2) nurse representatives who are members of the Bargaining Unit for the purpose of attending grievance meetings as hereinafter provided for;
- (c) no more than two (2) nurse representatives who are members of the Bargaining Unit to assist nurses in the presentation of grievances in accordance with the provisions hereinafter set forth.
- (d) The parties agree to continue the Joint Occupational Health and Safety Committee in accordance with the Occupational Health and Safety Act.

3.03 The Association will notify the Employer in writing from time to time as to the names of the Committee members and the nurse representatives provided for hereunder. The Employer will recognize them as required by this Agreement upon receipt of such notification and the Association will keep such notification current as to any changes therein. The Association agrees to provide the Employer with a current list of the Executive.

- 3.04 The Association acknowledges that the nurse representatives and Committee members referred to above must continue to perform their regular duties and that so far as possible, all of their activities will be carried on outside the regular working hours of the employees concerned unless otherwise mutually arranged. If it is necessary for a designated nurse representative to service a grievance during her working hours, she shall not leave her work without first obtaining the permission of her Supervisor. Such permission shall not be unreasonably withheld. Upon completion of her activities, she shall report back to her Supervisor. In view of the foregoing understanding, nurse representatives and Committee members referred to above will be paid at their regular straight time hourly rate of pay for such time when it is spent attending necessary meetings with representatives of the Employer during the nurse representatives' regular scheduled working hours. In no event will such members receive overtime compensation while on any Association business unless such Association overtime activities are associated with the Occupational Health and Safety Act. It is agreed further that this Article does not cover time spent at arbitration.
- 3.05 A representative of the Ontario Nurses' Association and/or a resource person of the Employer's choice may attend meetings of the Negotiating Committee and/or the Grievance Committee. It is understood and agreed that the Labour Relations Officer is the signing authority for the Ontario Nurses' Association for any and all documents related to the Bargaining Unit.
- 3.06 The Employer will deduct from the pay due to each nurse\* who is covered by this Agreement, once a month, a sum equal to regular monthly Association dues of each such nurse. The Association shall notify the Employer in writing of the amount of such dues should there be any change in the dues structure. The Employer will send to the Association once each month (within fifteen (15) days from the date the deductions were made) its cheque for the dues deducted under this clause. The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted. In the case of new employees, the Employer will provide the Association with the Social Insurance Number and address of such new employees, which information will be sent along with the Employer's cheque for the month in which dues were first deducted from such new employees. \*In the case of newly employed nurses, such dues shall commence in the month following their date of hire.

#### **ARTICLE 4 - PROFESSIONAL RESPONSIBILITY**

- 4.01 In the event that the Employer assigns a number of clients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper client care, she or they shall:
- (a) i) complain in writing to the Association Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Association Management Committee shall convene a meeting of the Association Management Committee within ten (10) days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association Management Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) persons who have expertise in Public Health Nursing; one chosen by the Association: one chosen by the Board of Health: and, the third person chosen by the first two who is well respected within the profession. The third member of the Assessment Committee chosen to form the panel shall act as Chairperson.
  - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b)
    - i) If the Chairperson cannot be agreed upon, this will be settled by arbitration pursuant to the grievance procedure found in this collective agreement.
    - ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
  - (c) Time limits may be extended by mutual agreement of the parties.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS AND NO DISCRIMINATION**

5.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words, "strike" and "lockout" shall be as defined in the Labour Relations Act, R.S.O. 1980, c. 228 as amended.

5.02 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employees because of membership or non-membership in the Association either of which is hereby recognized as a voluntary act on the part of the individual concerned.

The Employer and the Association agree that neither they, nor their respective Representatives will contravene the applicable provisions of the Ontario Human Rights code and/or Employment Standards Act 2000 (and as amended from time to time), nor any applicable Legislation of the Government of Canada.

#### **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

6.01 (a) The regular hours of work for full-time nurses covered by this Agreement shall be 35 hours per week (exclusive of meal times) or shall average 70 hours (exclusive of meal times) over a bi-weekly period. This provision shall not be construed as a guarantee of a specific number of hours of work per day or days of work per week.

- (b) The hours of work for regular part-time, temporary and casual nurses shall be as scheduled by the Employer but the Employer does not guarantee any hours of work in any day or any week for any such nurse.
- 6.02 (a) All authorized hours worked by a full-time, regular part-time, and temporary nurse in excess of the hours set forth in 6.01 (a) shall be considered as overtime. A full-time, regular part-time, or temporary nurse who works overtime shall, in lieu of overtime payment, be compensated by being granted time off equivalent to the amount of overtime hours worked, at a time which is mutually agreeable to the employer and the nurse concerned. It is agreed however that where the authorized overtime hours are worked on a weekend, the compensating time off shall be at the rate of one and one-half (1 ½ ) hours of time off for each such hour of overtime worked. A weekend is defined as commencing after 1630 Friday until 0800 hours Monday.
- (b) Nurses who have accumulated overtime "owing" in a calendar year must take the time off in that year; however, if the Executive Director approves, it may be carried over and taken off at some mutually convenient time before March 31<sup>st</sup> of the following calendar year. Notwithstanding the previous sentence, it is understood that there are overtime hours worked as a result of "emergency responses" (e.g. formal, informal) and it is further understood that the Employer may not be able to accommodate the granting of time off in lieu of overtime payment(s) and therefore, at its discretion, will pay overtime payments in accordance with this Collective Agreement.
- 6.03 Where each nurse is required and authorized by the Employer to work at least two (2) additional hours in excess of her scheduled shift on a day she shall be entitled to a meal allowance of up to twelve dollars (\$12.00) on each such occasion. In order to qualify for payment under this clause, a receipt for the meal taken must be submitted to the Employer.
- 6.04 Standby/On Call
- (a) All Public Health Nurses may be scheduled for standby/on call duty.
- (b) Public Health Nurses may make arrangements with other public health nurses to cover their schedules or part thereof.
- (c) Standby duty shall apply for the periods set out below and shall be paid as follows:
- i) Premium and Hours:
- A) Holiday weekends identified in Article 10.01, 8:30 to 4:30 p.m. - \$3.00 per hour of standby duty;
- B) Saturday and/or Sunday, 8:30 a.m. to 4:30 p.m. - \$2.50 per hour of standby duty.

ii) Compensation:

- A) Holidays, double time for all time worked with a minimum work opportunity of two hours at double time;
- B) Saturday and/or Sunday, time and one-half for all time worked with a minimum work opportunity of two hours at time and one-half;
- C) In the event a public health nurse is required to perform such duties outside of the public health nurse's on-call hours, the public health nurse will be paid at the appropriate overtime rate for all such time worked.

Note: Time worked in excess of the two hour minimum work opportunity will be compensated at the appropriate rate as set out above.

iii) General:

- A) The on-call public health nurse will maintain a log detailing telephone calls, duties, and time worked, and will be paid in accordance with the time recorded in the log;
- B) For a public health nurse who travels from outside the County of Elgin, time worked and travel shall be calculated from the County line to the work site;
- C) The on call public health nurse will be provided with a cell phone and portable fax machine;
- D) The mileage rate shall be as per Article 12.01.
- E) Public Health Nurses who have accumulated overtime hours shall be paid at the appropriate overtime rate for time worked or, if the nurse should so choose, she may take the overtime as time-off equivalent to the amount of overtime hours worked, at a mutually agreeable time.
- F) The schedule will be posted monthly on the bulletin board, standby shifts will be equitably distributed;

**ARTICLE 7 – SENIORITY**7.01 Probationary Period

- (a) A newly employed nurse shall be considered a probationary nurse until she has completed five hundred and sixty (560) worked hours from the date of her last hire. After completion of the said five hundred and sixty (560) (\*\*) hours of work, a nurse's name shall be placed on the seniority list and she shall then be credited with seniority equal to such hours worked. Thereafter, seniority shall accrue on the basis of hours worked.

(\*\*) Note: In the case of a casual nurse, she shall be considered a probationary nurse until she has completed five hundred and sixty (560) worked hours or nine (9) months whichever is reached first from the date of her last hire. After completion of the said five hundred and sixty (560) hours of work or nine (9) month period, a nurse's name shall be placed on the seniority list and she shall then be credited with seniority equal to such hours worked. Thereafter, seniority shall accrue on the basis of hours worked. (Note: This clause will be effective the date of ratification, (i.e. June 18, 2007) and, for existing casuals, the calculation will begin and be effective on or after April 1, 2007 (i.e. determining the 560 hours worked and/or 9 months).

- (b) The discharge of any probationary nurse shall not be made the subject of a grievance under this collective agreement.
- (c) The foregoing probationary period may be extended for a further period which shall not exceed three (3) additional months by mutual agreement in writing between the Employer and the Association. The fact of the extension shall be reported to the Bargaining Unit Representative of the Association. If such probationer continues in the same position at the end of the said extension, seniority, holiday benefits and other prerequisites referable to length of service, shall be based on the original date of employment. It is understood that the "extended probationary period" will not be used in determining an employee's enrollment date in the group benefits and pension plan pursuant to Article 15 and Article 7.01 (a).

7.02 A seniority list (published in January, May and September) showing the name and seniority of each nurse who has completed her probationary period will be posted on the bulletin board. Complaints concerning the accuracy of such list will be considered within thirty (30) days of posting and if no complaint is received within that time such list shall be presumed to be accurate. A copy of such list will be sent to the Bargaining Unit President at the time of posting. The method used to arrive at the calculations shall be provided with the above list to facilitate the verification process.

7.03 A nurse shall lose all seniority and shall be deemed to have terminated her employment if she:

- (a) leaves the employ of the Employer of her own accord;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is laid off for a period of more than eighteen (18) consecutive months;
- (d) is absent from work for two (2) consecutive days without permission, unless a satisfactory explanation is established for such absence;
- (e) fails to return to work on termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) fails to return to work within fifteen (15) working days (for a permanent full-time nurse) or three (3) weeks (for a permanent part-time nurse) from

the date notification was sent by registered mail to her last address recorded with the Employer advising her of recall;

- (g) subject to the Human Rights Code and the laws of the Province (e.g. WSIB), is absent from work due to illness (e.g. STD/LTD) or disability which absence continues more than twenty-four (24) months. Each case will be the subject of individual review and this clause may be waived at the Employer's discretion.

- 7.04
- (a) The promotion or transfer of nurses to positions outside the Bargaining Unit is not covered by this Agreement and shall not be subject to the terms of this Agreement, except that such nurses will retain their seniority as at the date of such promotions or transfers and if demoted or transferred for any reason to a position which is subject to this Agreement, such nurses will be given full credit in their seniority standing for their seniority entitlement retained as at the date the nurse last ceased to be in the Bargaining Unit.
  - (b) It is agreed, however, that should she return to the Bargaining Unit within three (3) months of the promotion or transfer, she shall not suffer any loss of seniority or benefits.

- 7.05
- A nurse, upon appointment to another position in the bargaining unit will retain her seniority as of such date, but thereafter her seniority will accrue as applicable to her new position.

## **ARTICLE 8 - WORK ASSIGNMENTS, POSTING OF VACANCIES, LAY-OFFS AND RECALLS**

- 8.01
- Notwithstanding any other provision in this Agreement, the Association acknowledges the right of the Employer to assign and reassign nurses from one job or area to another within the Health Unit's operations from time to time. It is agreed however, that before doing this, the Employer will, except in the case of an emergency, notify the nurse affected in advance and discuss with her the reasons.
- 8.02
- The Employer will post notice of all vacancies occurring within the Bargaining Unit which it intends to fill. Such notice will be posted on the bulletin boards for a period of seven (7) days. If the employer chooses not to fill a vacancy then the Employer will meet with the Association's Representative to inform the Association of the reasons for not filling the vacancy as well as coverage and expected duration of the vacated position. (Note: The Employer will post a notice when "casuals" are required to increase the number of nurses on the casual list.)
- 8.03
- (a) Nurses wishing to apply for such posted vacancies must make written application to the Employer within such seven (7) day period. Applications submitted will be considered in conjunction with any relevant application for transfer which is on file pursuant to Article 8.05 and having regard to the provisions of Article 8.04.
  - (b) Where a full-time or part-time nurse is engaged in a temporary vacancy she will be returned to her former status at the completion of such

temporary assignment, provided that position has not been deleted in the event of layoff. In any event, such nurse shall be able to exercise seniority rights to a permanent position in the Health Unit.

- (c) Where no such nurses applied or where no qualified part-time or temporary nurses applied for such posted vacancy, outside applicants will then be considered.
- (d) Effective the date of ratification (December 1, 2004), where a newly hired temporary nurse is subsequently engaged as a full-time nurse immediately following her period of temporary replacement employment and providing it is without a break in service of greater than sixty (60) days,
  - i) she will receive credit\*\* towards completion of the full-time probationary period for her period of continuous service as a temporary nurse; or
  - ii) where such period of continuous service has exceeded four (4) months (560 hours) her name will be placed on seniority list and she will be given seniority\*\* as a full-time nurse which will date from the date she was last hired as a temporary nurse. Four months is the equivalent of five hundred and sixty (560) hours.

**\*\*Note:**

The period of time between the completion of the temporary assignment and the first day worked as full-time nurse is excluded from the calculation of the credited period.

- (e) A full-time nurse, upon appointment to a regular part-time position, or a regular part-time nurse upon appointment to a full-time position, will retain her seniority as of such date, but thereafter her seniority will accrue as applicable to her new position. When a regular part-time nurse is appointed to full-time status, her part-time seniority will be converted to a full-time equivalent on the basis of 1596 hours representing one full year of seniority.
- (f) A full-time nurse whose status is changed from full-time to regular part-time will have her full-time seniority converted to regular part-time seniority on the basis of one (1) year of full-time seniority equals 1596 hours of part-time seniority.

**8.04 Filling of Posted Vacancies**

Filling of all posted vacancies within the Bargaining Unit will be based primarily on the following factors: performance, ability, experience and qualifications for the opening concerned; but as between two (2) persons possessing the required qualifications and who have approximately equal standing based upon the above factors, bargaining unit seniority will be the deciding factor. Where there are no applicants for such a vacancy or where no qualified applicants have applied, such vacancy may be filled at the Employer's discretion.

- 8.05** An application for transfer system will be established. Under such a system any nurse will be able to express an interest in writing with respect to working in another area in the Health Unit and her application will be considered taking into

account the provisions of Article 8.04 when a posted vacancy within the Bargaining Unit is being filled. This expression of interest for a transfer that is submitted to the Employer pursuant to this clause will be valid for a twelve (12) month period following the date the written expression of interest was submitted. A nurse may only submit one (1) expression of interest for transfer in each twelve (12) month period.

8.06 A "Temporary" Replacement Assignment

The Employer will outline to a nurse who is hired or selected to be a temporary nurse the circumstances giving rise to her temporary engagement as well as the conditions and expected duration of such engagement. At the conclusion of her period of temporary replacement, the employment of such temporary nurse shall be terminated and such termination shall not be made the subject of a grievance. It is agreed, however, that if such nurse was either a regular part-time nurse or a casual part-time nurse at the time she was selected to be a temporary nurse, she will revert to her former status at the conclusion of her period of temporary replacement employment, provided the Employer at such time still requires a person to fill such position.

Note:

1. It is understood that where temporary postings are established as a result of nurses being on extended absences (e.g. Long Term Disability, W.S.I.A.), it is the Employer's right to determine that there is a need to deem the temporary vacancy/posting a permanent vacancy and re-post accordingly. The Employer will notify the Association accordingly.

8.07 In the event of a proposed lay-off at the Health Unit of full-time, regular part-time, and temporary employees of a permanent or long term nature, the Employer will:

- (a) provide the local Association, if possible, with no less than thirty (30) days' notice of such lay-off; and
- (b) meet with the local Association through the Management-Association Nursing Committee to review the following:
  - i) the reasons causing the lay-offs;
  - ii) the service which the Employer will undertake after the lay-off; and
  - iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

8.08 (a) Lay-off

Lay-offs shall be made on the basis of the seniority list provided that the nurse(s) who are entitled to remain on the basis of seniority are qualified (e.g. performance, skill, ability and experience for the available work) to do the work available. Probationary employees will be laid off first prior to those with seniority.

(b) Recall

Nurses will be recalled in the reverse order to which they are laid-off from their applicable list; provided, however, they are qualified to do the work in the job openings then available.

## 8.09

Job Sharing

- (a) It is recognized that some full-time nurses desire a more flexible working arrangement than is currently provided in the Collective Agreement; therefore, the Employer and the Association have agreed to participate in job sharing.
- (b) "Job Sharing" is defined as an arrangement whereby with the approval of the Executive Director, any two nurses share the same hours of work of what would otherwise be one full time position.
- (c) Each job sharing arrangement will be on a "trial" period for up to three (3) months".
- (d) Either the Association or the Employer may discontinue the job sharing arrangement with ninety (90) day's notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.
- (e) The Association agrees to modify specific aspects of the Collective Agreement for the purpose of this project with the understanding that the nurses involved in this project are entitled to all provisions of the Collective Agreement as provided for a part-time nurse, except as herein amended
- (f) Nurses wishing to job share will sign a tripartite job-sharing agreement with the Employer and the Association.
- (g) There will be no more than three (3) job sharing arrangements at any given time.
- (h) Implementation:
  - i) Only a full-time position in the bargaining unit may be job shared, and it is understood that the integrity of the full-time position will be maintained throughout the job sharing notwithstanding the fact that it is being shared by any two (2) nurses. Accordingly, upon termination of a job sharing arrangement, the shared position will revert to a vacant full-time position.
  - ii) If two (2) full-time nurses wish to job share and the Employer agrees, the full time position being shared need not be posted. The resulting vacant full-time position will be posted in accordance with this Collective Agreement.
  - iii) An incumbent full-time nurse wishing to job share her position may do so if approved by the Executive Director. Upon such approval, the job share arrangement (the other half of the nurse's position)

will be posted and selection will be made in accordance with the provisions of the Collective Agreement. If there is no successful applicant to the posting found internally, then the position may be advertised externally.

- iv) If one of the job sharers leaves the arrangement, her job share arrangement will be posted\*. If there is no successful applicant to the posting, the shared position must revert to a full-time position. The position must be posted in accordance with the Collective Agreement. If the remaining nurse was a full-time nurse prior to the job sharing, then she shall be given first priority to the full-time position.

\*Note: If one of the job sharers is on maternity, parental, or adoption leave or a leave without pay, it is understood that the other job sharer will endeavour to take the full hours until the other person returns.

- v) Nothing in this article shall be interpreted to imply the creation of two (2) part-time positions out of the sharing of the one (1) full-time position.

(i) Hours of Work

Each nurse involved in the job sharing program will work one half (1/2) the hours of a full-time nurse. The manner and/or method of job sharing and distributing the hours involved must be in accordance with the job sharing program's terms of reference and will be decided upon the nurses themselves and by the Executive Director.

(j) Salaries and Professional Classifications

Each nurse will be paid for hours worked at the level she is presently being paid and otherwise shall be deemed to be a regular part-time nurse pursuant to this Agreement.

## **ARTICLE 9 – SALARIES AND PROFESSIONAL CLASSIFICATION**

9.01 (a) Salaries and professional classifications for nurses are set forth in Appendix "A" and remain in effect for the duration of this Agreement.

- (b) A full time nurse whose status is changed to regular part-time or casual will assume her same level on the applicable salary scale and vice versa.

9.02 Where a new classification which is covered by the terms of this Collective Agreement is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Association of the same. If the Association challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate and implementation date for the rate. Such request will be made within ten (10) days after receipt of notice from the Employer of such new occupational classification and rate. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the Agreement within fifteen (15)

days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with other nursing classifications within the Health Unit having regard to the requirements of such classifications.

9.03

This Section applies to nurses being hired on or after January 1, 2008. Nurses who are employed prior to January 1, 2008 will have the opportunity to utilize this Article on January 1, 2008 (i.e. no retro-activity).

Credit for previous experience is assessed to determine the appropriate starting salary. Credit for recent experience in the ten (10) years prior to employment with the Employer will be granted on the following basis:

(a) For Public Health Nurse's Position

- i) If a public health nurse has related public health nursing experience in a Public Health Unit, she will be credited with one (1) service increment (i.e. salary step) for each year of experience to the maximum on the salary scale.
- ii) If a public health nurse has nursing experience other than public health nursing experience, she will be credited with one (1) service increment (salary step) for each two (2) years of such experience to the maximum on the salary scale. Note: It is understood a public health nurse may utilize (a) i) and (a) ii) in establishing service credits to the maximum as outlined in (a) i).
- iii) For purposes of interpreting (a) i) and (a) ii), one year of experience is on the basis of 1596 hours worked;

(b) For Registered Nurse's Position

- i) If a registered nurse has related nursing experience in a Public Health Unit, she will be credited with one (1) service increment (i.e. salary step) for each year of experience to the maximum on the salary scale.
- ii) If a registered nurse has nursing experience other than in a Public Health Unit, she will be credited with one (1) service increment (salary step) for each two (2) years of such experience to the maximum on the salary scale. Note: It is understood a registered nurse may utilize (b) i) and (b) ii) in establishing service credits to the maximum as outlined in (b) i).
- iii) For purposes of interpreting (b) i) and (b) ii), one year of experience is on the basis of 1596 hours worked;

- (c) It shall be the responsibility of the nurse to provide proof of related experience on hiring in order to be considered for a salary increment on the salary grid and any dispute must be grieved within four (4) months from the date of hire. (Note: It is understood that, without acceptable documentation before the date of hire, a nurse will start at Level #1 (Start) until such time that acceptable documentation is provided.) Once verification has been received, the nurse will be paid the corrected amount with retroactive adjustments back to the original date of hire.

(d) The Employer shall notify the Bargaining Unit President of the Local Association of all new hires and their rate of pay.

9.04

(a) Full Time Nurse

i) Each full time nurse will be advanced from her present level to the next level set out in Appendix "A" of this Agreement twelve (12) months after she was last advanced (hereinafter called her "service review date") up to the maximum level #9.

ii) If a full time nurse's absence without pay from the Employer exceeds thirty (30) continuous calendar days during such twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days. The foregoing does not apply to any employee whose service review date occurs during the leave of absence pursuant to Article 14, Section 14.03.

(b) Regular Part-time, Temporary, Casual

Each regular part-time, temporary or casual nurse will be advanced from her present level to the next level set out in the Appendix "A" of this Agreement after obtaining each one year's service credit calculated on the basis on 1596 paid hours of work up to the maximum level #9.

**ARTICLE 10 – PAID HOLIDAYS**

10.01 All full-time nurses within the scope of this Agreement shall be paid at the regular rate of pay for each of the following holidays:

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

or days celebrated in lieu of any such holiday and any other day required by the Government of Ontario or the Government of Canada to be observed as a public holiday.

Note: If a permanent full-time employee is eligible for benefits under Short term disability, Long term disability or the Workplace Safety and Insurance Act, then the employee will not be entitled to both a paid holiday(s) and the foregoing benefits unless required under law.

10.02 In order to qualify for holiday pay in respect of each of the holidays referred to in Article 10.01, a nurse must work both the working day immediately preceding and following the holiday concerned unless she was absent due to

(a) illness which commenced within thirty (30) days of the date of the holiday;

- (b) vacation;
- (c) taking compensating time off which has been mutually arranged between the nurse and the Employer;
- (d) approved leave of absence with pay.

10.03 Where a full-time nurse qualifies for holiday pay, such pay will be computed on the basis of the number of hours the nurse would otherwise have worked had there been no holiday at her regular straight time hourly rate of pay to a maximum of seven (7) hours.

10.04 Regular Part-Time And Temporary

- (a) The holidays listed in Article 10.01 will be recognized for regular part-time and temporary nurses and the provisions of The Employment Standards Act which determine entitlement to "public holidays" shall be applied to determine a regular part-time or temporary nurse's entitlement to such recognized holidays.
- (b) If such a nurse works on a holiday listed in Article 10.01 she shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate for all hours worked on such holiday.
- (c) Every regular part-time and temporary nurse shall receive credit for each statutory holiday listed based upon the ratio of the normal regularly scheduled part-time hours over the normal full time hours.

10.05 In the event that a full-time nurse is scheduled to work on any of the above holidays and works on the holiday she shall be paid at the rate of double time (2x) her regular straight time hourly rate of pay for all hours worked on the holiday. In addition she shall be given one (1) day off with pay at her regular straight time hourly rate of pay to a maximum of seven (7) hours provided she qualifies under 10.02 above and such day off shall be taken on a day that the Employer and the nurse concerned agree upon.

10.06 When any of the above holidays occur during a full-time, regular part-time or temporary nurse's annual vacation another day of vacation shall be scheduled at a mutually agreeable time.

10.07 The Health Unit will be closed the one-half day before Christmas and New Years. However, should the Executive Director or her designate decide that it is necessary or appropriate that the Health Unit remain open the full day before Christmas/New Years, then one-half the staff will be scheduled to work the full day before Christmas, and the other half will be scheduled to work the full day before New Years, or some other schedule the Executive Director or her designate may arrange.

**ARTICLE 11 – VACATIONS**11.01 (a) Full Time Nurse

The date for determining vacation entitlement in each year shall be January 1<sup>st</sup>. Full-time nurses will be notified of their entitlement for the current calendar year by January 15<sup>th</sup>. Each full-time nurse shall be entitled to vacation with pay based on length of service with the Elgin-St. Thomas Health Unit as of January 1st. in each year as follows:

- i) Nurses who have less than one (1) year of service shall be entitled to vacation of five (5) working days with pay for each three (3) months of service not to exceed twenty (20) working days.
- ii) Nurses who have completed one (1) or more years of service but less than eleven (11) years of service shall be entitled to vacation of twenty (20) working days with pay;
- iii) Nurses who achieve eleven (11) years of service - 21 days with pay  
 Nurses who achieve twelve (12) years of service - 22 days with pay  
 Nurses who achieve thirteen (13) years of service - 23 days with pay  
 Nurses who achieve fourteen (14) years of service - 24 days with pay  
 Nurses who achieve fifteen (15) years of service - 25 days with pay
- iv) Nurses who have completed twenty (20) years or more of service shall be entitled to vacation in accordance with the following schedule:  
 26 days after 21 years of service  
 27 days after 22 years of service  
 28 days after 23 years of service  
 29 days after 24 years of service  
 30 days after 25 years of service

(b) Regular Part-Time Nurse

- i) The date for determining vacation entitlement in each year shall be January 1<sup>st</sup>. Regular part-time nurses will be notified of their entitlement for the current calendar year by January 15<sup>th</sup>. Each regular part-time nurse shall be entitled to vacation with pay on a pro rata basis to that of a full-time nurse (of equivalent length of service pursuant to Article 11.01 (a) based on length of service with the Elgin-St. Thomas Health Unit as of January 1<sup>st</sup> in each year.) For example, a full-time nurse under 11.01(a) iii) with 13 years of service receives 23 days with pay; therefore, a regular

part-time nurse who is determined to be a “.5” FTE (full-time equivalent) nurse with 13 years of service would receive 11.5 days with pay. Using a further example, a regular part-time nurse with the same service who is determined to be a “.8” FTE (full-time equivalent) nurse with 13 years of service would receive 18.4 days with pay.

- ii) If a regular part-time nurse should change her status during the calendar year (e.g. “.5” FTE to “.8” FTE), a pro rata adjustment will be made as of the effective date of the change.
- (c) Subject to government legislation, in the event of hiring, termination, resignation, change of status due to a transfer, unpaid leaves of absence, long term disability, retirement and lay-offs (i.e. when lay-offs are expected to be in excess of 30 days and then such 30 days will not be included in any paid vacation monies owing), the paid vacation owing to nurses will be determined and based on a pro-rated calculation using the qualifying period for her vacation (i.e. the period between January 1<sup>st</sup> to December 31<sup>st</sup>). Any paid vacation owing will be prorated based upon completed days worked in proportion to the full number of working days in the year and the nurse’s entitlement (e.g. 20 days). If the employee leaves the employer, prior to earning vacation already taken during the year, such employee must reimburse the employer for unearned vacation.

Note: In the event of a pregnancy, parental, adoption, emergency and/or family medical leave pursuant to the Employment Standards Act 2000 and as amended from time to time, the nurse’s accrued vacation entitlement for the period of the leave will be deferred; however, it is understood that any paid vacation owing<sup>(\*\*)</sup> to the nurse will take effect immediately after the leave in order that the Employer may more effectively manage its staffing requirements. In the event that the Employer elects to defer the paid vacation beyond that point, the timing will be mutually agreed upon by the Employer and nurse unless there is a serious operational issue and then the Employer will make the determination. <sup>(\*\*)</sup> Note: In accordance with the ESA 2000, if the nurse elected to receive pay and not the vacation time, she will give at least four (4) weeks notice in order that the Employer may make appropriate arrangements.

11.02 Such vacation pay or allowance as provided for above shall not include overtime or other bonuses but shall be based on normal hours of work.

11.03 (a) Vacation requests for the summer vacation period are to be submitted by April 1<sup>st</sup> and by September 15<sup>th</sup> for the Christmas vacation period. The summer vacation schedule (i.e. July and August) will be posted by April 21<sup>st</sup> and by October 7<sup>th</sup> for the Christmas vacation schedule. Vacation requests for periods other than the summer and Christmas vacation period are to be submitted two (2) months prior to the requested period and the Employer’s response will be given within two (2) weeks after the request is submitted.

(b) Vacations may be taken at any time during the year but are subject to the approval of the Employer. Vacation time must be taken in the calendar year earned.

(c) If more nurses have requested a specific time off than the Employer can permit, seniority shall govern as to who will have the time off. Once vacation requests have been approved, they cannot normally be changed by the Employer without consent of the nurse. However, public health emergencies (e.g. unforeseen health hazards, emergency responses, meningitis “outbreak”, mass immunization campaign) would not fall under this provision and be considered a situation whereby the Employer has the right to declare an emergency situation and suspend such vacation leave.

11.04 When a nurse’s employment is terminated for any reason, she shall be entitled to a terminal vacation payment covering vacation earned but not taken to the date of termination.

11.05 In the event of the death of a nurse, her executors or administrators shall be entitled to receive such vacation pay as may stand to her own credit, subject to the necessary tax releases being filed by said executors or administrators with the Employer’s Executive Director.

11.06 Casual and Temporary Nurses

Casual and temporary nurses shall receive vacation pay of eight percent (8%) of wages earned each pay period.

**ARTICLE 12 - CAR ALLOWANCE**

12.01 Each nurse covered by this Agreement who is required by the Employer as a condition of employment to operate her own automobile in the course of employment shall be eligible for a car allowance for each kilometre driven, to be paid at the following rates:

The car allowance will be thirty-seven cents (\$0.37) per kilometre. Effective July 1, 2007, the rate will be forty three cents (\$ .43) per kilometre. Effective April 1, 2008, the rate will be forty-four cents (\$ .44) per kilometre. Effective April 1, 2009, the rate will be forty-five cents (\$ .45) per kilometre.

In order to obtain payment at the rate per kilometre, the employee shall present an itemized statement monthly, of all trips and kilometre claimed therein.

12.02 Each full-time and regular part-time nurse will receive the following amounts per year toward the cost of business liability insurance upon presentation to the Employer of proof of coverage in an amount not less than one million dollars (\$1,000,000):

April 1, 2001	\$ 80.00
April 1, 2008	\$110.00

12.03 Each nurse who is required to operate an automobile in the course of employment shall, as a condition of employment unless waived by the employer, have access to a reliable vehicle along with the required coverages as identified hereinafter.

- 12.04 Each nurse who is required to operate an automobile in the course of employment shall carry public liability and property damage insurance to a minimum of \$1,000,000.00 and show evidence of such insurance when requested.

### **ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE**

13.01 (a) Policy Grievance

- i) It is agreed that a policy grievance means a grievance arising directly between the Employer and the Association concerning the interpretation, application or administration of this Agreement. It is further understood that a policy grievance may not be used with respect to a matter directly affecting a nurse which could be raised as an individual grievance by such employee and accordingly, the procedure for individual grievances set forth in Article 13.02 shall not be bypassed.
- ii) If the Association has a policy grievance, the Association shall file with the Executive Director or designate of the Employer the terms of the policy grievance. If the Employer has a policy grievance, the Employer shall file with the President of the Bargaining Unit the terms of such grievance.
- iii) It is understood that no policy grievance, where the alleged circumstances whereby it originated, occurred more than fifteen (15) working days prior to its presentation as a written grievance, shall be considered. The Grievance Committee and the Employer shall meet at a time mutually agreed upon and every possible method shall be discussed and dealt with in order to attempt to resolve the dispute. Failing settlement, the grievance shall go to arbitration according to the procedure outlined hereinafter.

13.02 (a) Individual Grievance

- i) An individual grievance under this Agreement shall be defined as a written complaint concerning the interpretation, application or administration of this Agreement provided that it is understood that an individual nurse has no grievance until she has first given her immediate superior an opportunity to adjust his/her complaint. In discussing such complaint, the nurse has the right to be accompanied by the nurse representative at the request of either party. It is understood that no grievance of an individual nurse, where the alleged circumstances whereby it originated, occurred more than ten (10) working days prior to its presentation as a written grievance, shall be considered.

Step #1

A complaint which is not settled by the immediate superior shall be reduced to writing in quadruplicate under the direction of the Association's Grievance Committee and be signed by the party involved and submitted as a grievance to the Department Director in the presence of a

representative of the Union Grievance Committee. The Department Director shall deal with the grievance and render her decision thereon in writing not later than the second working day next following the date on which the grievor and the representative of the Association's Grievance Committee placed the grievance before her.

Step #2

If the decision of the Department Director is not satisfactory to the party grieving, an appeal may be lodged in writing, signed by the party, with the Employer through the Association's Grievance Committee within ten (10) working days of the Department Director's decision. A meeting shall be held between the Employer, the grievor, the Association's Grievance Committee (including the Labour Relations Officer) within ten (10) working days of the Employer receiving the appeal. The Employer shall deal with the grievance and render a decision thereon in writing not later than the fifteenth (15<sup>th</sup>) working day next following the day of the above meeting under this step.

Step #3

If the decision of the Employer is not satisfactory to the grievor, the said grievance may then be referred to arbitration.

- 13.03 After exhausting the Grievance Procedure herein above provided, when either party requests that a grievance be submitted to arbitration, that party shall make such a request in writing, within ten (10) working days after the grievance has been dealt with in Step #2 addressed to the other party to this Agreement. Within ten (10) working days thereafter, each parties shall designate a nominee. The two nominees so designated shall, within ten (10) working days, select a third person who shall be the Chair. If the said two nominees are unable to agree upon a Chair within the time limit, the Minister of Labour for Ontario shall designate a Chair.
- 13.04 No person shall be selected as a member of an Arbitration Board who:
- (a) Is acting, or has within a period of six months preceding the date of her appointment, acted in the capacity of a solicitor, legal advisor, counsel or paid agent of either of the parties. A nominee shall not be considered as a paid agent.
  - (b) Has a pecuniary interest in the matters referred to the Board of Arbitration.
- 13.05 The decision of the Arbitration Board, or a majority thereof, shall be final and binding on both parties.
- 13.06 Payment of the members of a Board of Arbitration shall be as follows:
- (a) The Association shall pay its Nominee;
  - (b) The Board shall pay its Nominee;

- (c) The Association and the Board shall pay the Chair her fees and expenses in equal shares.

13.07 The procedure on arbitration shall be consistent with the provisions of the Labour Relations Act. The Arbitrator shall not have any power to alter, modify, amend or change any of the provisions of this Agreement, nor to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provision of this Agreement nor deal with any matter not covered by this Agreement. However, the Arbitrator in respect to a grievance involving a disciplinary penalty by a seniority nurse shall be entitled to modify such penalty as in the opinion of the Arbitrator is reasonable.

13.08 The time limits fixed in both grievance and arbitration procedures shall be of the essence of this Agreement, but they may be extended by consent of both the parties to this Agreement, such consent to be in writing.

13.09 Discipline and Discharge Cases

Whenever, any nurse who has completed her probationary period is given a written disciplinary notation or discharge, she shall if she so desires and with the assistance of the President of the Bargaining Unit or Association's Staff Representative, file her grievance in accordance with the procedure as provided for in Article 13.02 commencing at Step #2 as above, except that the decision of the Employer in Step #2 shall be rendered not later than six (6) working days next following receipt by the Employer of the grievance. The Employer shall notify the nurse who is subject to the discipline or discharge of her right to have a nurse representative present for any meeting with the Employer where such discipline or discharge is discussed.

13.10 The parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration shall appropriately apply.

13.11 Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a Grievance Mediator.

**ARTICLE 14 - LEAVE OF ABSENCE**

14.01 Bereavement Leave

- (a) In case of a death in the immediate family of a full time nurse<sup>(\*)</sup>, namely spouse, common-law spouse and child, the full time nurse shall be permitted to be absent for not more than five (5) days including the day of the funeral without loss of regular pay.
- (b) In case of a death in the near immediate family of a full time nurse<sup>(\*)</sup>, namely mother, father, sister, brother, mother-in-law, or father-in-law, an employee shall be permitted to be absent for not more than three (3) days including the day of the funeral without loss of regular pay. In special circumstances and at the discretion of the Executive Director, an employee may be allowed up to an additional two (2) days without loss of regular pay.

- (c) In the case of the death of a grandmother, grandfather or grandchild, sister-in-law, brother-in-law, son-in-law or daughter-in-law, a full time nurse<sup>(\*)</sup> shall be permitted to be absent for not more than two (2) working days, including the day of the funeral, without loss of regular pay.
- (d) In the case of the death of an aunt, uncle, cousin, nephew or niece, a nurse<sup>(\*)</sup> shall be permitted to be absent for one (1) day without loss of regular pay provided the employee attends the funeral.
- (\*) Regular part-time, temporary and casual nurses will be eligible for the bereavement leave entitlements provided they are scheduled to work on the days allowed.

14.02 The Executive Director may, in her discretion, grant a leave of absence without pay to a nurse where the nurse requests such leave of absence for legitimate personal reasons. Except in case of an emergency, a request for leave of absence under this clause must be in writing and must be submitted as far in advance as possible. The reply to the request must also be in writing except in case of an emergency.

14.03 Pregnancy & Parental Leave

Pregnancy and parental leaves will be granted in accordance with the provisions of the Employment Standards Act, 2000 as amended from time to time and as follows:

(a) Pregnancy & Parental Leave For Pregnant Nurse

- i) Upon written notice pregnancy and parental leave of absence, to a maximum period of twelve (12) months, without pay and without loss of seniority or service shall be granted to an employee who has completed at least thirteen (13) consecutive weeks of employment prior to the date the employee is expected to give birth.
- ii) Such leave may begin no earlier than seventeen (17) weeks before the expected birth date. An employee seeking pregnancy leave must provide to the Employer at least one (1) month's written notice of the date her pregnancy and parental leaves are to begin.
- iii) This notice shall be waived in the event the employee is required to stop work because of complications caused by her pregnancy, or because of a birth, stillbirth or miscarriage that happens earlier than the employee was expected to give birth. Medical verification may be required by the Employer with respect to the pregnancy complications.
- iv) Pregnancy leave is deemed to end seventeen (17) weeks after it commenced. Parental Leave of thirty-five (35) consecutive weeks, if requested, is deemed to commence at
  - A) the end of the pregnancy leave, or

- B) the coming of the child into the custody, care and control of the employee for the first time,

unless the employee provides at least four (4) weeks written notice of the date she wishes to return to work.

- v) During the period of pregnancy leave, the following salary provisions will apply:

- A) During the fifteen weeks of pregnancy leave, when the nurse qualifies for Employment Insurance, the Health Unit will pay to the nurse an amount equal to the difference between seventy-five percent (75%) of her regular salary and the amount she receives from Employment Insurance upon receipt of the employee's Employment Insurance cheque stub;

(b) Parental Leave (Only)

- i) Parental leave for an employee not entitled to Pregnancy Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into custody, care and control of a parent for the first time.

- ii) The employee must provide at least four (4) weeks written notice to the Employer of the date the leave is to commence.

- iii) To qualify for Parental Leave, the employee must have completed at least thirteen (13) consecutive weeks of employment.

- iv) Parental Leave must be taken in consecutive weeks to a maximum of thirty-seven (37) weeks without pay (\*\*) and with no loss of seniority or service.

- (\*\*) During the period of Parental Leave (only) the following salary provisions will apply:

- A) During the fifteen (15) weeks of parental leave, when the employee qualifies for Employment Insurance, the Health Unit will pay to the employee an amount equal to the difference between seventy-five percent (75%) of her regular salary and the amount she receives from Employment Insurance upon receipt of the employee's Employment Insurance cheque stub.

- B) The benefit shall continue while the employee is in receipt of such benefit for a maximum period of fifteen (15) weeks.

- C) The employee'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.

D) It is understood an employee utilizing the previous benefit identified in Article 14.03 (b) iv) (A) shall not be entitled to the provisions of Article 14.03 (a) v) (A) or Article 14.03 (c) i) (A) for the same occurrence

v) If after the commencement of a Parental Leave as provided in (a) or (b), an employee wishes to terminate the leave prior to the end of the parental leave entitlement period, the employee shall give to the Employer at least four (4) weeks notice prior to the date they intend to return to work.

(c) Adoption Leave

i) The Employer will grant a leave of absence in accordance with the parental leave provisions (i.e. 37 consecutive weeks) without pay, without loss of seniority or service, for the purpose of adopting a child. The employee shall advise the Employer at the time an adoption application is made and shall also advise the Employer as far in advance as possible of having qualified. The request for the leave shall be made in writing upon receipt of the adoption confirmation.

During the period of adoption leave, the following salary provisions will apply:

A) During the fifteen weeks of adoption leave when the nurse qualifies for Employment Insurance, the Health Unit will pay to the nurse an amount equal to the difference between seventy-five percent (75%) of her regular salary and the amount she receives from Employment Insurance upon receipt of the employee's Employment Insurance cheque stub.

(d) Maintenance of Benefits

During pregnancy, parental or adoption leaves of absence, participation by the Employer and the employee with respect to their respective premium contribution toward the benefit plans outlined in Article 15 of this Agreement shall be continued with the following exceptions:

i) where the employee gives notice, in writing, that they do not intend to pay their required contributions.

(e) General

The nurse must notify the Employer in writing at least four (4) weeks in advance of the expiration of her leave that she will be returning to work upon such expiration. Where such notice has been given, the Employer will, subject to the provisions of Article 8.08 reinstate the nurse to the position for which she is qualified at no less than the same rate of pay she was receiving at the time she commenced her pregnancy leave.

of the Employer. It is agreed that an applicant for leave of absence pursuant to this Article must be a member of the professional association in respect of which she is seeking leave to attend its meeting.

14.05 As it is recognized that substantial contributions can be made to the total public health program through the dissemination of information obtained during educational leave, the Employer may, in its discretion, grant a leave of absence with or without pay to a nurse for educational purposes. A request for leave of absence and reply under this Article must be in writing by both parties.

14.06 (a) Leave of absence without pay up to forty (40) days in total per year may be granted for the purpose of attending Association conventions, seminars or training courses. It is agreed that up to three (3) nurses may be absent on such leave at one time providing such nurses are not from the same program team. During such leaves the Employer shall keep the nurse's salary whole and benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Employer in the amount of the full cost of such salary.

(b) 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 upon request such leave(s) of absence as may be required to fulfil the duties of the position. The employer agrees to maintain salary and applicable benefits over this period of time and the Association agrees to repay the Employer for the full cost of such salary. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Association leave provided in (a) above.

(c) A nurse who is elected to the office of the President of the Ontario Nurses' Association shall be granted, upon request, a leave of absence without loss of seniority and benefits up to three (3) consecutive two (2) year terms. During such leave of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits. The nurse will notify the Employer of his/her intended date of return to his/her employment at the outset of the leave.

Such employee will give one (1) month written notice prior to her return. It is understood that a temporary employee may be employed as a replacement for this full period.

(d) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, or elected to a position of Local Coordinator, shall be given, upon request, such leave(s) of absence as she/he may require to fulfil the duties of her/his position. Reasonable notice, sufficient to allow the Employer to operate without disruption may be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided under Article 14.06 (a). During such leave of absence, the nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary.

- (e) A nurse who is on leave of absence under this clause will not lose entitlement to a paid holiday pay as defined in Article 10.01.

14.07 If a full-time nurse<sup>(\*)</sup> 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 at the Health Unit, she shall not lose her regular pay because of such attendance provided that she:

- (a) notifies the Employer immediately upon her notification that she will be required to attend court;
  - (b) presents proof of service requiring her attendance; and
  - (c) promptly repays the amount (other than expenses) paid to her for such service or attendance to the Employer.
- (\*) Regular part-time, temporary and casual nurses will be eligible for the court attendance entitlements provided they are scheduled to work on the days allowed or they are attending on Health Unit business.

14.08 Each nurse shall be granted up to two (2) personal leave days per year without pay.

14.09 Pre-Paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director at least four (4) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be two (2). The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse and the Employer.
- (d) Written applications will be reviewed by the Executive Director. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. The Executive Director shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be

accessible to her until the year of the leave or upon withdrawal from the Plan.

- (f) The manner in which the deferred salary is held and paid out consistent with federal and provincial legislation. The nurse will be given a statement every year of the amount of the accrued interest.
- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or on her regular pay schedule or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance under Article 14.09 (h) i). Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating.
  - i) Seniority of nurses shall be retained and accumulated when a nurse is absent from work under an approved leave of absence of less than thirty (30) days with or without pay. Should the leave of absence be for thirty (30) days or more, a nurse will not accumulate seniority commencing with the thirtieth (30th) day of the leave of absence and thence forward.
- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Executive Director. Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Health Unit will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Health Unit is unable to find a suitable replacement, it may postpone the leave. The Health Unit will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse shall give ninety (90) days' notice of intent to return.
- (m) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (n) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to

authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:

- i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 14.09 of the Collective Agreement.
- ii) The period of salary deferral and the period for which the leave is requested.
- iii) The manner in which the deferred salary is to be held.
- iv) The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

14.10 Family Medical Leave

Family medical leave will be granted in accordance with the provisions of the Employment Standards Act 200 and as amended from time to time.

14.11 Emergency Leave

Emergency leave will be granted in accordance with the provisions of the Employment Standards Act 2000 and as amended from time to time.

**ARTICLE 15 – BENEFIT PLANS**

15.01 Pensions

Subject to any O.M.E.R.S. or C.P.P. direction to the contrary or taxation laws requiring the Employer to alter its contribution rates, the Employer shall continue the present contribution to the Ontario Municipal Employees Retirement System known as O.M.E.R.S. and the Canada Pension Plan for eligible permanent full-time nurses.

15.02 The employer agrees to contribute on behalf of each full-time nurse who has completed her probationary period in the employ of the Employer 100% of the monthly premium for the following plans:

- (a)
  - i) Semi-Private;
  - ii) Extended Health Care based upon formulary three (prescription/not prescribed, generic drugs where possible and a capped dispensing fee of \$9.00. Fee of \$2.00 per prescription.)
- (b) Dental – Basic Plan #9 design based on current O.D.A. Fee Schedule with a ninety percent (90%) reimbursement and dental recall of nine months.

when carried through the Employer's group and subject to the terms and conditions of such plan.

15.03 Life Insurance

The Employer agrees to contribute one hundred per cent (100%) of the billed premium of a Group Life Insurance Plan providing life insurance coverage of an amount equal to double the full-time nurse's annual salary who has completed her probationary period, rounded off to the nearest \$1,000 up to a maximum of \$70,000 (\*\*) for each eligible permanent full-time nurse in the employment of the Employer subject to the terms and conditions of such Plan and subject to the Carrier's requirements as to minimum enrolment.

(\*\*) Note: Effective July 1, 2007 the \$70,000 amount will be increased to \$110,000.

15.04 (a) Vision Coverage

Up to two hundred dollars (\$200.00)\*\* will be paid toward the cost of prescription eyeglasses for full-time nurses who have completed their probationary period and their dependents but not more than once every twenty-four (24) months. If during the twenty-four (24) month period a prescribed lens change is required, the Employer will pay up to an additional one hundred dollars (\$100.00) for employees and their dependents, but not more than once every twenty-four (24) months. (\*\*Note: The \$200.00 dollar amount may be utilized towards the cost of eye laser surgery). (Effective year April 1, 2008, the \$200.00 will be increased to \$250.00).

(b) Eye Examinations

Effective June 6, 2007, and subject to any O.H.I.P. provisions, the Employer will pay the premium cost (or pay directly to the covered employee) for eye examinations such that there will be coverage for full time nurses and their dependents and in the amount of up to seventy-five (\$75.00) dollars per covered person; however, such amount shall not be paid more than once in any twenty-four (24) month period.

15.05 (a) The Employer may at any time substitute another carrier or administrator for any plan referred to in this Article provided that the benefits conferred thereby are equal to or better than the present benefits provided. The Employer will advise the Association of any change of carrier as soon as practical. If a dispute should arise that the new benefits are not "equal" to or better than the present benefits provided" and the parties are unable to resolve the question, the question may be referred to arbitration in accordance with the arbitration provisions of the Collective Agreement.

The terms and conditions of any programs (e.g. LTD, OMERS) will govern in any dispute arising from these benefits; however, the policy, administration, benefits and any other matters will not be the proper subject matter for an arbitration under this Collective Agreement.

(b) Subject to any legislation regarding post sixty-five (65) benefits for those working after age 65, any health and welfare benefit or other benefit outlined in this Collective Agreement remains as is as of April 1, 2006 unless mutually agreed otherwise.

15.06 If a nurse's absence without pay from the Employer exceeds thirty (30) continuous calendar days she will become responsible for full payment of the premiums for subsidized employee benefits in which she is participating for the period of the absence and she may arrange with the Employer to pre-pay the full premium of the subsidized employee benefits for the entire period of the absence to ensure coverage. The foregoing does not apply to an employee during the 35 week leave of absence pursuant to Article 14, 14.03.

15.07 Workplace Safety Insurance

Full-time nurses are to be paid by the Employer until WSIB payments begin, then the employee will reimburse the Employer for the paid wages.

15.08 Waiver of Benefits

A full time nurse may waive certain benefits (e.g. semi-private, extended health care, dental, vision) provided the full time nurse informs the Employer that she is covered by another plan (e.g. through a spouse); however, such waiver does not preclude such full time nurse subsequently electing re-instatement at a future date and in accordance with the carrier's policy.

15.09 Temporary, Casual Nurses

In lieu of all health and welfare benefits (including pension, short term disability, long term disability), temporary and casual nurses who have completed their probationary period shall receive 10% of their regular straight time pay. Temporary and casual employees who are eligible and become part of the O.M.E.R.S. Plan, their in-lieu will be eight (8%) percent.

15.10 Regular Part-Time Employees: The following (a) and (b) are applicable to those employees that accepted the grandfathering of benefits offered in the 1999 negotiations (June 3, 1999) as well as those regular part-time nurses currently on staff and future hires:

- (a) The Employer will contribute on behalf of each eligible regular part-time nurse who has completed her probationary period a portion of its percentage contribution towards the monthly premium cost of each of the benefit plans for full-time nurses who have completed their probationary periods set forth in Articles 15.02, 15.03, and 15.04 subject to the terms and conditions of such plans and provided the balance of the monthly premium is paid by the eligible regular part-time nurse through payroll deduction. Such portion in each calendar month shall be determined as follows:

$$\frac{\text{number of hours worked by the regular part-time nurse in the preceding calendar month}}{\text{number of regular scheduled hours for full-time nurses in the preceding calendar month}}$$

- (b) Regular part-time nurses who have completed their probationary period may purchase life insurance equal to the difference between regular part-time entitlement and the amount each would be entitled to as full-time who has completed her probationary period. Regular part-time employees who have completed their probationary period may exercise this option at

the beginning of their employment, or on becoming regular part-time and may only take it up later, subject to the requirements of the carrier.

With the implementation of benefits for the regular part-time nurses, said nurses will be given the opportunity to determine their desire to participate in the benefit plans or on evidence of coverage by another plan, to receive the percentage in lieu of benefits. This does not preclude such nurse subsequently electing reinstatement at a future date and in accordance with the carrier's policy.

- 15.11 Full time nurses who retire early pursuant to the early retirement provisions of the O.M.E.R.S. Pension Plan and who are members of the Employer's group benefit plan(s) at early retirement, will be eligible to continue certain benefits (that is, \$20,000 of life insurance, prescription drug plan, and semi-private coverage) from the date of early retirement until the normal retirement age of sixty-five (65) providing such nurse pays 100% of the premium and any applicable taxes. This provision is subject to the carrier approval.

#### **ARTICLE 16 – SICKNESS DAYS / SHORT TERM DISABILITY / LONG TERM DISABILITY**

- 16.01 The SD, STD and LTD Income Replacement Plan will apply to all full-time nurses who have completed their probationary period.

In order to qualify under the STD Plan, the nurse must utilize (up to 5 days) any accrued Sickness Days during her 'five consecutive working days of absence' waiting period.

(a) Sickness Days

- i) On January 1 of each year a full-time nurse who has completed her probationary period will receive a credit of ten (10) sickness days. These days will be used for short-term illnesses of five (5) days or less during that calendar year and may be drawn on at full salary as needed.

Note: Subject to supervisory approval, a maximum of three (3) of the ten (10) sickness days may be used for illness of immediate family members (\*\*) and/or medical/dental appointments for the nurse.

(\*\*) Note: For the purposes of defining an "immediate family", it shall be in accordance with Article 14.01 (a) and also include mother, father, mother-in-law and father-in-law.

- ii) The sickness days will be prorated for new nurses who have completed the probationary period with .83 of a sickness day granted for each full month remaining in the year (e.g. nurse who completes a probationary period June 10th will be credited with .83 sickness days for each month from July to December inclusive for a total of 4.98 days).
- iii) A nurse who is receiving STD or LTD benefits on January 1st of any given year will not receive the ten (10) sickness days unless

or until the nurse returns to the job at which time the sickness days will be credited in full. (Note: It is understood that, in the event the nurse falls under the provisions of STD or LTD or WSI Act plans (e.g. (b) ii) of STD) then those plans are deemed the first provider and would be used prior to any eligibility of benefits, if any, under the Sickness Day plan.

- iv) There is no payout or cash value for sickness days and they will not be cumulative.
- v) These days may not be used to top up Workplace Safety and Insurance Board payments.
- vi) Regular Part-time Employees: A regular part-time nurse who has completed her probationary period will be eligible for Sickness Days pursuant to this Article on a pro rata basis on her annualized normal hours of work as a proportion of full-time hours and providing her hours equal a minimum of 50% of the full-time hours identified in the Collective Agreement.

(b) Short Term Disability\*\*

Each full-time nurse who has completed her probationary period shall be eligible for the short term disability benefit.

Full STD salary days will automatically be reinstated at January 1<sup>st</sup> of each year, based on the length of service at the time providing the nurse is not eligible for or receiving SD, STD, or LTD benefits. In such case and subject to (b) (ii), the reinstatement will occur upon her return to active full-time work.

- i) Entrance to the STD schedule will occur and benefits will commence after five (5) consecutive working days absence due to a medically confirmed non-occupational illness or injury. Benefits will be based on the nurse's length of service with the Health Unit.

<u>Length of Service</u>	<u>100% of Salary</u>	<u>70% of Gross Salary</u>
<u>At Start of STD</u>		
up to 2 years	1 week	16 weeks
2 - 3 years	2 weeks	15 weeks
3 - 4 years	3 weeks	14 weeks
4 - 5 years	4 weeks	13 weeks
5 - 6 years	5 weeks	12 weeks
6 - 7 years	6 weeks	11 weeks
7 - 8 years	7 weeks	10 weeks
8 - 9 years	8 weeks	9 weeks
9 - 10 years	9 weeks	8 weeks
over 10 years	17 weeks	0 weeks

- ii) In any given calendar year, a full-time nurse who has completed her probationary period is entitled to the STD benefits as outlined above. If a nurse has a relapse of the original illness or injury (or develops a related condition and is off work) within thirty (30)

calendar days of returning to work, the nurse will return to the STD schedule<sup>(\*\*)</sup> where the nurse was positioned at the time of her return to work (e.g. a nurse is in her 12<sup>th</sup> week of the schedule, comes back for one week and goes back off work due to the same condition; therefore, the nurse will start at the 12<sup>th</sup> week where she left off). If upon return to work, the nurse sustains a different and unrelated injury or illness, the nurse will return to the beginning of the STD schedule.

<sup>(\*\*)</sup> Note: This refers to the place on the schedule only and has no reference to the nurse's "service review date" and her advancement on the wage schedule.

- iii) The Employer agrees to continue to pay premiums per 15.02, 15.03 and 15.04 for Semi-private, Extended Health Care, Dental, Life Insurance and Vision/Eye Examination Care (i.e. the premium or the dollar reimbursement).
- iv) A nurse will return to the work position held prior to the STD absence provided the nurse is able to do so.
- v) Subject to provincial legislation, a full-time nurse who has completed her probationary period is not eligible for STD payments while on pregnancy, adoption or parental leave.
- vi) Payment of benefits can only cease on the date of lay-off or separation when the disability started within the two months preceding this date, and that notice of lay-off or separation was given prior to the beginning of the disability. In all other situations relating to lay-off or separation, benefits must be paid for the lesser of the duration of the disability or 15 weeks.
- vii) There is no payout or cash value for STD days and they will not be cumulative.
- viii) These days may not be used to top up Workplace Safety and Insurance Board payments.

<sup>\*\*</sup> The Employer reserves the right to use and/or change insurers provided the benefits conferred thereby are substantially similar or better than the present benefits provided. The Employer will advise the Association of any change of carrier as soon as practical.

Note: If a dispute should arise that the new benefits are "not substantially similar to or better than the present benefits" and the parties are unable to resolve the question, the question may be referred to arbitration in accordance with the arbitration provisions of the Collective Agreement.

(c) Long Term Disability:

- i) In no event will a nurse receive sickness days, STD and/or LTD at the same given time.

- ii) The Employer will pay 100 percent (100%) of a premium of a Long Term Disability Insurance Plan for full-time nurses who have completed their probationary period. The plan will provide for the payment of seventy-five percent (75%) of the full-time nurse's (who has completed her probationary period) basic monthly earnings to a maximum of three thousand six hundred dollars (\$3,600.00\*\*). A waiting period of eighty-five (85) working days is required before the benefits under this plan take effect. Upon completion of her probationary period, a full-time nurse shall as a condition of employment become a member of the Long Term Disability Plan.

\*\*Effective July 1, 2007, the \$3,600 will be raised to \$3,900 for all active eligible employees.

- iii) For the purposes of this article, Disability is defined as follows:

During the first two (2) years of income payments, the disability must prevent the full-time nurse from performing the duties relating to his or her regular job. After that time, the income benefit will continue if the disability prevents the full-time nurse from engaging in any employment for which she is reasonably qualified by education, training or experience.

- iv) The Employer will continue to pay premiums for the benefits identified under Article 15.02, 15.03 and 15.04 (i.e. Semi-Private, Extended Health Care, Dental, Life Insurance and Vision/Eye Examination Care (i.e. the premium or the dollar reimbursement)) for a period of the first 24 months. Vacation accumulation and service increments in salary will cease on the first day that LTD comes into effect. Subject to the Human Rights Code, seniority will continue to accumulate for twelve (12) months. Benefits will be reinstated to the level that they were when the nurse went on LTD, when the nurse returns to full-time work.

- v) The Insurer will provide each full-time nurse who has completed her probationary period with a booklet describing the LTD plan. The terms and conditions of the insurance policy will govern in any dispute arising from this benefit; however, the policy, administration, benefits and any other matters will not be the proper subject matter for an arbitration under this Collective Agreement.

The Employer reserves the right to change insurers provided the benefits conferred thereby are substantially similar or better than the present benefits provided. The Employer will advise the Association of any change of carrier as soon as practical.

Note: If a dispute should arise that the new benefits are "not substantially similar to or better than the present benefits" and the parties are unable to resolve the question, the question may be referred to arbitration in accordance with the arbitration provisions of the Collective Agreement.

16.02 Medical Certificates:

The Employer reserves the right to require that an employee produce a medical certificate at any time, verifying the employee's illness and that inability to attend work was as a result thereof, as a condition precedent to the payment of any short term disability payments. Medical Certificates required by the Employer subsequent to hire, not including STD/LTD requirements, will be paid for by the Employer.

**ARTICLE 17 – MISCELLANEOUS**

- 17.01 Pay cheques will be issued every second (2nd) Friday through the year.
- 17.02 The Employer will provide malpractice and professional liability insurance with coverage of up to five hundred thousand dollars (\$500,000.00).
- 17.03 Should the Employer merge, amalgamate or combine any of its functions with another employer, the Employer shall make every effort to arrange for the retention of all the seniority rights of any employee so affected by such merger, amalgamation or combining.
- 17.04 The Employer will provide a bulletin board for the sole use of the Association in posting Association notices. It is agreed that no notice will be posted on a bulletin board without having first been submitted to and approved by the Employer.
- 17.05 It is the employee's responsibility to ensure that her address, telephone number, and emergency contact are current with the Employer.
- 17.06 The President of the local Association or her designate shall be given an opportunity to interview new nurses once for a period of fifteen (15) minutes during the orientation period for the purpose of discussing with them the matter of Association membership. The Employer may, if it so desires, have a representative present at any such interview.
- 17.07 Where the Employer temporarily assigns a nurse to carry out the assigned responsibilities of the Director or Manager, she shall receive an allowance of fifty dollars (\$50.00) per each full shift while so assigned. Where such assignment is for part of a shift the fifty dollar (\$50.00) allowance will be pro-rated.
- 17.08 (a) Each nurse shall have reasonable access to her file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her supervisor.
- (b) A nurse who has been disciplined (not including performance appraisal(s)) by the Employer will have such disciplinary action removed from her records after a period of twenty-four (24) months from the date the discipline was taken provided that during such period a nurse's record has been free from any notations, incidents, and disciplinary action(s).

**ARTICLE 18 - DURATION OF AGREEMENT**

- 18.01 This Agreement shall continue in effect from the first (1st) day of April, 2007 up to and including the 31st day of March, 2010.
- 18.02 This Agreement shall remain in force as provided above and shall be automatically renewed from year to year thereafter unless either party notifies the other party, in writing, of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days prior to the termination date of this Agreement.
- 18.03 Negotiations with respect to renewal of this Agreement shall commence within fifteen (15) days of such notice.

Dated at London, Ontario, this 21<sup>st</sup> day of September, 2007.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

Lauren McLauchlin

\_\_\_\_\_

FOR THE ASSOCIATION

Donna Alexander  
Labour Relations Officer

[Signature]

[Signature]

M. Dale Murray

\_\_\_\_\_

**APPENDIX 'A' - WAGE RATE**

	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>	<b>LEVEL 5</b>	<b>LEVEL 6</b>	<b>LEVEL 7</b>	<b>LEVEL 8</b>	<b>LEVEL 9</b>
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**(A) REGISTERED NURSE - RATES WITHOUT (B) AND (C) IN FORCE \*\***

April 1, 2007	\$ 22.11	\$ 22.72	\$ 23.79	\$ 24.99	\$ 26.39	\$ 27.59	\$ 28.68	\$ 30.65	\$ 32.65
April 1, 2008	\$ 22.77	\$ 23.40	\$ 24.50	\$ 25.74	\$ 27.18	\$ 28.42	\$ 29.54	\$ 31.57	\$ 33.63
April 1, 2009	\$ 23.45	\$ 24.10	\$ 25.24	\$ 26.51	\$ 28.00	\$ 29.27	\$ 30.43	\$ 32.52	\$ 34.64

\* These rates apply as the terms associated with the red-circling in the Memorandum of Agreement are satisfied  
When (A) exceeds (B) or (C) for a registered nurse at their applicable Level, the (A) rate will apply.

**(B) REGISTERED NURSE - NOT ON PAYROLL AS OF DATE OF RATIFICATION \*\***

April 1, 2007	\$ 22.24	\$ 22.85	\$ 23.93	\$ 25.13	\$ 26.54	\$ 27.75	\$ 28.84	\$ 30.83	\$ 32.84
April 1, 2008	\$ 22.24	\$ 22.85	\$ 23.93	\$ 25.13	\$ 26.54	\$ 27.75	\$ 28.84	\$ 30.83	\$ 32.84
April 1, 2009	\$ 22.24	\$ 22.85	\$ 23.93	\$ 25.13	\$ 26.54	\$ 27.75	\$ 28.84	\$ 30.83	\$ 32.84

\* These rates apply in accordance with the Memorandum of Agreement. Red Circled.

**(C) REGISTERED NURSE - ON PAYROLL AS OF THE DATE OF RATIFICATION \*\***

April 1, 2007	\$ 22.57	\$ 23.19	\$ 24.29	\$ 25.51	\$ 26.94	\$ 28.17	\$ 29.27	\$ 31.29	\$ 33.33
April 1, 2008	\$ 22.91	\$ 23.54	\$ 24.65	\$ 25.89	\$ 27.34	\$ 28.59	\$ 29.71	\$ 31.76	\$ 33.83
April 1, 2009	\$ 23.25	\$ 23.89	\$ 25.02	\$ 26.28	\$ 27.75	\$ 29.02	\$ 30.16	\$ 32.24	\$ 34.34

\*\* Refer to Memorandum of Agreement. "Notwithstanding the "red circle" findings, the current employees on the payroll  
as of the date of ratification will receive 1.5% of the 3% general increase in each year until their wage rate falls into line with the 'A' wage grid."

**PUBLIC HEALTH NURSE**

April 1, 2007	\$ 25.57	\$ 26.12	\$ 27.28	\$ 28.53	\$ 29.98	\$ 31.23	\$ 32.35	\$ 34.44	\$ 36.49
April 1, 2008	\$ 26.34	\$ 26.90	\$ 28.10	\$ 29.39	\$ 30.88	\$ 32.17	\$ 33.32	\$ 35.47	\$ 37.58
April 1, 2009	\$ 27.13	\$ 27.71	\$ 28.94	\$ 30.27	\$ 31.81	\$ 33.14	\$ 34.32	\$ 36.53	\$ 38.71

Note: 1) Refer to Article 9.04

LETTER OF AGREEMENT

Between

THE BOARD OF HEALTH FOR THE ELGIN – ST. THOMAS HEALTH UNIT

And

ONTARIO NURSES' ASSOCIATION

Re: ESA 2000

The Employer and the Association recognize that the provisions of the Collective Agreement (e.g. Leave of Absence, Sick Leave Allowance) are deemed to be part of the benefits received by employees defined under the *Emergency Leave* provisions in the Employment Standards Act, 2000.

In the event that this understanding is challenged successfully by a higher authority, it is agreed that the parties will meet to resolve the issue or arbitrate the issue in order that any nurse or group of the nurses will not have a total net benefit under both that exceeds the benefits negotiated in the Collective Agreement.

Dated at London, Ontario, this 21<sup>st</sup> day of September, 2007.

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]  
Laura McLaughlin  
\_\_\_\_\_

FOR THE ASSOCIATION

Donna Alexander  
Labour Relations Officer  
[Signature]  
[Signature]  
M. Dale Murray  
\_\_\_\_\_

LETTER OF UNDERSTANDING

Between

THE BOARD OF HEALTH FOR THE ELGIN – ST. THOMAS HEALTH UNIT

And

ONTARIO NURSES' ASSOCIATION

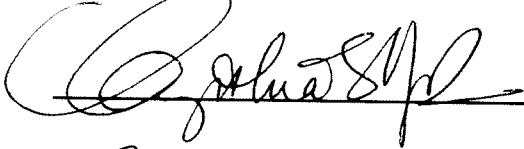
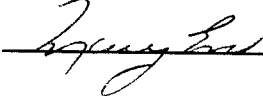

Re: Temporary Vacancies

The Employer agrees to institute the following:

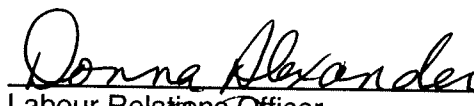
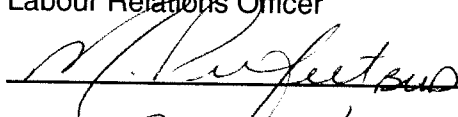
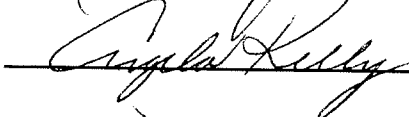
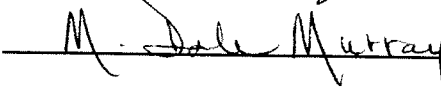
- 1. Wherever practical, current qualified staff will be given the opportunity to fill temporary vacancies which become available.
- 2. Every effort to advise staff in advance of openings will be made.
- 3. The Employer agrees to post all temporary vacancies caused by maternity leaves and educational leaves for no less than two (2) days. The posting will be posted in advance as practical but in any event no less than two (2) days.

Dated at London, Ontario, this 21st day of September 2007.

FOR THE EMPLOYER

  
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 \_\_\_\_\_  
  
 \_\_\_\_\_  
 Laura McLaughlin  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE ASSOCIATION

  
 \_\_\_\_\_  
 Labour Relations Officer  
  
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 \_\_\_\_\_  
  
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## LETTER OF UNDERSTANDING

Between

### THE BOARD OF HEALTH FOR THE ELGIN – ST. THOMAS HEALTH UNIT

And

### ONTARIO NURSES' ASSOCIATION

Re: Nurse Practitioner

(\*\*) Note: The wage rates will be revisited at the time this job is required by the Employer. The minimum amount of salary adjustment will reflect the negotiated percentage increase as per the 2007-2010 Collective Agreement term plus any other pay equity / market adjustment required. Pay equity adjustments will be based on the same system used for other positions in O.N.A.

Whereas, The Board of Health for the Elgin St. Thomas Health Unit has established a new classification in the bargaining unit; and

Where as the Board of Health for the Elgin st. Thomas Health Unit has agreed the classification of NP (i.e. Nurse Practitioner) pursuant to the job description falls within the scope of the ONA Bargaining Unit as identified in Article 1.02 of the Collective Agreement;

Therefore, the parties agree to the following”

1. The hourly wage rate for the NP Classification (\*\*) will be as follows:

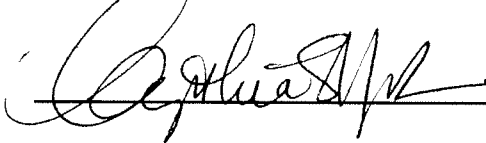
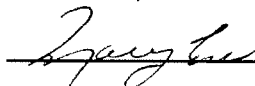
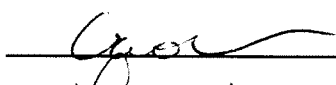
<u>Nurse Practitioner</u>	April 1/04	April 1/05	April 1/06	
Level #1: (Start)	\$ 34.26	\$ 35.29	\$ 36.35	80 % of Level #9
Level #2: 1596 hours paid	\$ 35.55	\$ 36.63	\$ 37.73	83 % of Level #9
Level #3: 3192 hours paid	\$ 36.83	\$ 37.93	\$ 39.07	86 % of Level #9
Level #4: 4788 hours paid	\$ 38.13	\$ 39.27	\$ 40.45	89 % of Level #9
Level #5: 6384 hours paid	\$ 39.40	\$ 40.58	\$ 41.80	92 % of Level #9
Level #6: 7980 hours paid	\$ 40.27	\$ 41.48	\$ 42.72	94 % of Level #9
Level #7: 9576 hours paid	\$ 41.12	\$ 42.35	\$ 43.62	96 % of Level #9
Level #8: 11172 hours paid	\$ 41.98	\$ 43.24	\$ 44.54	98 % of Level #9
Level #9: 12768 hours paid	\$ 42.84	\$ 44.13	\$ 45.45	100 % of Level #9

Note: i) Refer to Article 9.04


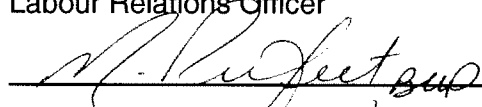
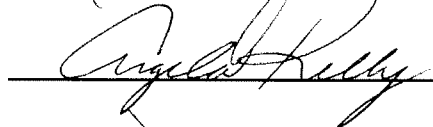
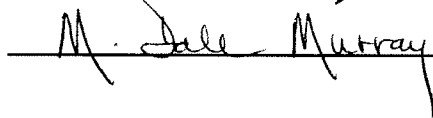
2. All other items and conditions of the Collective Agreement will apply to the new classification. Notwithstanding the previous sentence, it is understood that the 17.07 (Management Pay) and Article 9.03 (Credit for previous experience) are not applicable to this classification
3. Since this is a new position and the market conditions for attracting a qualified person for this position are unique, the parties agree that the Employer may negotiate an entry level into the grid at any one of the Levels.
4. The above rates resolve the issue of Pay Equity Maintenance to the dates mentioned and hereinafter without any specific reference to male comparators. It is understood that the parties have taken into consideration the issue of pay equity when tabling their proposals regarding this Letter of Agreement.
5. The parties agree that this letter of agreement will be negotiated again should the terms and conditions of the position change.

Dated at London, Ontario, this 21<sup>st</sup> day of September, 2007.

FOR THE EMPLOYER

  
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Laura M. Lueden  
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FOR THE ASSOCIATION

  
\_\_\_\_\_  
Labour Relations Officer  
  
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## LETTER OF UNDERSTANDING

Between

### THE BOARD OF HEALTH FOR THE ELGIN – ST. THOMAS HEALTH UNIT

And

### ONTARIO NURSES' ASSOCIATION

Re: Immunization Clinics

Definition of Immunization Clinics:

The term Immunization Clinic refers to activities where nurses:

1. provide injections of vaccine in a clinic setting
2. perform administrative work related to the IRIS concept of “paper” clinics in relation to the Immunization of School Pupils Act.

Whereas the Elgin-St. Thomas Health Unit must meet the demands of immunization clinics implemented by the Government of Ontario, the parties agree to the following on a without precedent or prejudice basis:

1. The parties agree to amend Article 1.10, 1.11, and 1.12 of the collective agreement to allow regular part time, temporary part time and casual nurses to work up to thirty five (35) hours per week, to meet the demands of an immunization clinic(s).
2. Following the completion of a clinic, the hours of work for regular part time, temporary part time and casual nurses shall be those specified in Articles 1.10, 1.11, and 1.12 of the collective agreement.
3. Full time, regular part time and temporary nurses from the Health Protection Department on the Vaccine Preventable Disease/Communicable Disease and Sexual Health Teams will be scheduled prior to any other nurses. Maintaining the integrity of the Health Protection program and service delivery will impact the number of Health Protection Department nurses that can attend each clinic.
4. Where additional hours are required after scheduling nurses from these teams, the additional hours will be distributed to available regular part time, temporary part time and casual nurses from across the health unit on the basis of seniority.

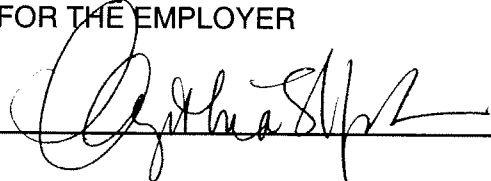
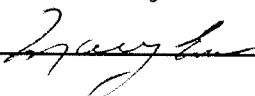
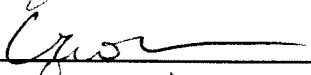
These additional hours that exist as a result of an immunization clinic will be distributed in the following manner:

- (a) Where clinics can be scheduled in advance, the clinic schedule will be circulated to all regular part time, temporary part time and casual nurses in the Health Unit. Nurses shall be asked to indicate their availability for additional hours by a clearly defined deadline date.



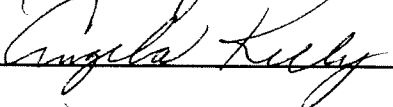
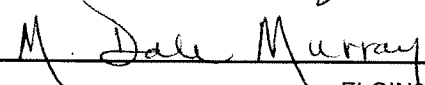
- (b) Where clinics are not scheduled in advance (e.g. extremely short notice or due to an emergency) or additional staff are required on short notice, hours will be assigned based upon availability and seniority.
  - (c) Providing the nurse is still able to fulfill her commitments to her regular job responsibilities in her program and service delivery area.
  - (d) Providing that the scheduling does not result in the nurse receiving overtime in accordance with Article 6 – Hours of Work And Overtime.
  - (e) Contacting nurses for available hours will be deemed one telephone call placed to the nurse’s phone number listed in her personnel file. If the nurse does not respond, the next nurse on the list will be contacted.
5. Where there is a reduction in staffing implemented in advance of a scheduled clinic, regular part time, temporary part time, and casual nurses will be removed from the schedule first, in reverse order of seniority. Reductions in staffing will be completed with a minimum of twenty-four (24) hours notice. In the event that a clinic is cancelled with less than twenty-four (24) hours notice, regular part time, temporary part time, and casual nurses who were scheduled to work will receive two (2) hours pay.
  6. In the event that a clinic is less busy than anticipated and it is determined fewer nurses are required to fulfill the needs of the clinic, nurses can volunteer to leave and will be released from the clinic in order of seniority. In the event not enough nurses volunteer to leave early, nurses will be sent home in reverse order of seniority. Nurses shall be paid for all hours worked with a minimum guarantee of three (3) hours pay. There will be no compensation for scheduled hours that were voluntarily relinquished.
  7. The Employer reserves the right to reduce the number of nurses at a clinic including the Health Protection Department team nurses based upon demands in the department.
  8. Where the above processes have been carried out and additional hours are still available, the Health Unit may utilize the services of external nursing agencies and hospitals to meet the demands of the immunization clinics.

Dated at London, Ontario, this 21<sup>st</sup> day of September, 2007.

FOR THE EMPLOYER

  
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 Laura Mc Laurin  
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FOR THE ASSOCIATION

  
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 Labour Relations Officer  
  
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