

COLLECTIVE AGREEMENT

between

THE BOARD OF MANAGEMENT NORTHWESTERN HEALTH UNIT
(hereinafter referred to as the "Employer")

and

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

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INDEX

| | |
|--|---------|
| ARTICLE 1 - PURPOSE OF AGREEMENT | PAGE 1 |
| ARTICLE 2 - RECOGNITION | PAGE 1 |
| ARTICLE 3 - REPRESENTATION AND UNION SECURITY | PAGE 1 |
| Meetings | PAGE 1 |
| Labour Relations Committee | PAGE 2 |
| Joint Occupational Health & Safety Committee | PAGE 2 |
| No Discrimination | PAGE 2 |
| Harassment | PAGE 2 |
| Prohibition of Union Activities | PAGE 3 |
| ARTICLE 4 - PERSONAL SAFETY | PAGE 4 |
| Training | PAGE 4 |
| Support and Counselling | PAGE 4 |
| ARTICLE 5 - MANAGEMENT RIGHTS | PAGE 4 |
| ARTICLE 6 - DEFINITIONS | PAGE 5 |
| ARTICLE 7 - HOURS OF WORK | PAGE 6 |
| Healthy Babies/Healthy Children Weekend Work | PAGE 7 |
| ARTICLE 8 - SENIORITY | PAGE 8 |
| Probationary Period | PAGE 8 |
| Seniority Factors | PAGE 8 |
| Lay-off and Recall | PAGE 9 |
| Notice to Union of Long-Term Lay-off | PAGE 10 |
| Transfers | PAGE 10 |
| Posting of Vacancies | PAGE 11 |
| Notice of Termination of Employment | PAGE 12 |
| Notices | PAGE 13 |
| Posting of Seniority Lists | PAGE 13 |
| ARTICLE 9 - ACCESS TO FILES | PAGE 14 |
| ARTICLE 10 - SALARIES AND PROFESSIONAL CLASSIFICATIONS | PAGE 14 |
| ARTICLE 11 - PAID HOLIDAYS | PAGE 14 |
| ARTICLE 12 - VACATIONS | PAGE 16 |
| ARTICLE 13 - SICK LEAVE | PAGE 17 |
| ARTICLE 14 - RETURN TO WORK | PAGE 18 |
| Process | PAGE 19 |
| Alternative Placements | PAGE 20 |
| ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE | PAGE 21 |
| Grievance Procedure | PAGE 21 |
| Step No. 1 | PAGE 21 |
| Step No. 2 | PAGE 21 |

| | |
|--|---------|
| Step No. 3 | PAGE 22 |
| Arbitration | PAGE 22 |
| Time Limits | PAGE 23 |
| Authority of Arbitration Board | PAGE 23 |
| Place of Hearing | PAGE 23 |
| Agreements During Grievance Procedure | PAGE 23 |
| ARTICLE 16 - LEAVE OF ABSENCE | PAGE 24 |
| Jury and Witness Duty | PAGE 25 |
| Pregnancy/Parental Leave | PAGE 25 |
| Short-Term Educational Leaves and Study Visits | PAGE 27 |
| Educational Leave | PAGE 27 |
| Professional Meetings | PAGE 27 |
| Special Leave | PAGE 27 |
| Pre-Paid Leave Plan | PAGE 28 |
| ARTICLE 17 - ORIENTATION AND IN-SERVICE PROGRAMS | PAGE 30 |
| Union Interview – Copy of the Collective Agreement | PAGE 30 |
| ARTICLE 18 - PROFESSIONAL RESPONSIBILITY | PAGE 30 |
| ARTICLE 19 - BENEFITS | PAGE 32 |
| Long-Term Disability Insurance | PAGE 32 |
| Workers' Compensation | PAGE 33 |
| Pensions | PAGE 34 |
| Dental Plan | PAGE 34 |
| ARTICLE 20 - MISCELLANEOUS | PAGE 34 |
| Malpractice Insurance | PAGE 34 |
| Meal Allowance | PAGE 34 |
| ARTICLE 21 - JOB-SHARING | PAGE 35 |
| Implementation | PAGE 35 |
| Discontinuation | PAGE 35 |
| ARTICLE 22 - RIGHTS, PRIVILEGES, ETC. | PAGE 36 |
| ARTICLE 23 - RETROACTIVITY | PAGE 36 |
| ARTICLE 24 - TERMINATION AND DURATION | PAGE 36 |
| SCHEDULE "A" - CLASSIFICATIONS AND SALARY RANGES | PAGE 39 |
| LETTER OF UNDERSTANDING RE: ONTARIO HEALTH INSURANCE PLAN | PAGE 40 |
| LETTER OF UNDERSTANDING RE: CLINICAL SPECIALISTS – PROGRAM SPECIALISTS | PAGE 41 |
| LETTER OF UNDERSTANDING RE: PAY EQUITY FOR PUBLIC HEALTH REGISTERED NURSES | PAGE 42 |
| APPENDIX 1 | PAGE 44 |

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Union. It provides means for the settlement of grievances and for the final settlement of disputes. Subject to Article 5.01, salaries, hours of work and other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services in a safe and ethical manner.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity employed by the Employer, save and except supervisors and persons above the rank of supervisor.
- 2.02 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the duly chartered Local.
- 2.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the content so requires. Where singular is used, it may also be deemed to mean plural.

ARTICLE 3 - REPRESENTATION AND UNION SECURITY

3.01 Meetings

- The parties recognize the value of nurses' input and participation in committee meetings. All joint Employer-Union meetings shall be scheduled, where practical, during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.
- 3.02 The Employer will recognize a Union Grievance Committee consisting of not more than two (2) Nurse Representatives and a Chair, preferably from different offices. Each Nurse Representative shall be a nurse of the Northwestern Health Unit. Meetings of this Committee and Employer Representatives will be held at the request of either party to discuss differences between the parties and any grievances which may arise hereunder. A Staff Representative of the Ontario Nurses' Association and Counsel representing the Employer may attend such meetings.
- 3.03 The Employer will pay members of the Union Grievance Committee at their respective salaries for time spent during their scheduled regular working hours investigating or processing grievances up to and including Step No. 3 of the Grievance Procedure. Such nurses will not leave their regular duties without first obtaining approval from their immediate supervisor. Such approval shall not be unreasonably withheld.
- 3.04 A maximum of three (3) nurses from the Local Union will not lose pay for time spent in negotiating meetings with the Employer for the renewal of this Agreement when such meetings occur during their regularly scheduled hours of work. This provision

shall not apply to any meetings subsequent to the time either party applies for conciliation.

3.05 Labour Relations Committee

There will be a Labour Relations Committee consisting of three (3) representatives from the Union and up to three (3) representatives from the Employer. Meetings will be held at least three (3) times per year. Agenda items must be received by the Chair at least seven (7) working days prior to the meeting. Members shall receive a finalized written Agenda from the Chair at least three (3) working days in advance of the meetings. The Chair will alternate and each party will receive copies of the minutes.

3.06 Joint Occupational Health & Safety Committee

The Employer and the Union agree to abide by and follow the provisions of the Occupational Health & Safety Act and a member of the Union or an alternate who are nurses of the Employer will be on the Occupational Health & Safety Committee.

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the outmost importance and agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new and current nurses on an ongoing basis and nurses shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of Employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:

- (a) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, S. 25 (2) (h)].
- (b) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects nurses.
- (c) The Employer will make every attempt to ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.

3.07 No Discrimination

The Employer and the Union agree that there will be no discrimination, intimidation, restraint or coercion exercised or practiced upon any nurse on account of age, sex, sexual orientation, marital status, race, creed, colour, political or religious affiliation or other factors not pertinent with respect to employment or by reason of her membership or non-membership in any trade union or Union.

3.08 Harassment

- (a) "Every person who is an employee has a right to freedom from harassment in

the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap". ref: **Ontario Human Rights Code**, Sec. 5 (2).

- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee". ref: **Ontario Human Rights Code**, Sec. 7 (2).
- (c) "Every person has a right to be free from,
 - (i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - (ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". ref: **Ontario Human Rights Code**, Sec. 7 (3).
- (d) A nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 15 of this Agreement.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: **Ontario Human Rights Code**, Sec. 10 (1).

- 3.09 The Health Unit and the Union recognize their joint duty to accommodate handicapped nurses in accordance with the provisions of the **Ontario Human Rights Code**.
- 3.10 The Employer will deduct from the pay due to each nurse who is covered by this Agreement, once a month, a sum equal to the regular monthly Union dues of each such nurse. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Provincial Secretary-Treasurer of the Union, once each month, its cheque for the dues deducted under this clause. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 3.11 The Employer shall provide the Union, together with the monthly dues cheque, a list showing the name and Social Insurance Number of all nurses so deducted and a list of those nurses on unpaid leave of absence and of terminations.
- 3.12 The Employer will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.
- 3.13 The Employer will provide the Union with a list of nurses covered by this Agreement showing total dues deductions of each nurse for the year by February 15th of the following year.
- 3.14 Prohibition of Union Activities

The Union agrees that neither it nor its officers, agents, representatives or members will engage in Union activities on Employer time or on Employer property except with the express written permission of the Chief Executive Officer or his designate or except as specifically authorized by this Agreement.

ARTICLE 4 - PERSONAL SAFETY

4.01 The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report this to her supervisor who will make every reasonable effort to rectify the abusive situation.

4.02 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of the nurses presented in that forum.

The parties further agree that suitable subjects for discussion at the Nursing Practice Council will include aggressive clients.

4.03 Training

The Employer agrees to make available information and educational material on the prevention of violence, workplace harassment and zero tolerance policies in effect to all employees. This training will be done during a new employee's general orientation and updated, as required.

4.04 Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

4.05 When a nurse, in the exercise of her functions, suffers damage due to violence to her personal belongings (clothing, watch, glasses, contact lenses or other prosthesis), the Employer shall provide for replacement or repair at no cost to the nurse.

The nurse will endeavour to present her claim to the Employer within ten (10) days after the event unless it was impossible for her to do so during this period.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the function of the Employer to:

- (a) maintain order, discipline and efficiency and to establish and enforce reasonable rules, regulations and practices governing the conduct of the nurses, which rules and regulations are primarily designed to safeguard the interests of the citizens in the area;

- (b) hire, discharge, transfer, promote, demote, lay-off, suspend and otherwise discipline nurses for cause, provided that a claim of unjust promotion, demotion, lay-off or transfer or a claim that a nurse has been unjustly discharged or disciplined may be the subject of a grievance and may be dealt with as hereinafter provided;
- (c) generally to operate the Health Unit in an efficient manner consistent with the obligations of the Employer to the general public in the community served, it being understood and agreed that the Employer will retain all functions of management inherent in it as the Employer; to determine the kinds and locations of machines, equipment to be used, the allocation and number of nurses required from time to time and all other matters concerning the Health Unit's operation, save and except only such functions as are specifically modified and altered in this Agreement.

5.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

ARTICLE 6 - DEFINITIONS

- 6.01 A "Registered Nurse" is defined as an individual who is currently registered with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, 1991, as amended.
- 6.02 A "Baccalaureate Nurse" is defined as an individual who is a graduate of a B.Sc.N., B.N.Sc. or B.N., degree course from a recognized University and who is currently registered with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, 1991, as amended.
- 6.03 A "Public Health Nurse" is defined as a individual who is currently registered with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, 1991, as amended and has worked as a registered nurse/baccalaureate nurse in a public health setting for a minimum of two (2) years.
- 6.04 A "Nurse Practitioner" is defined as an individual who is currently registered in the "extended class", i.e., RN (EC), with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, 1991, as amended.
- 6.05 A "Full-time Nurse" is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 7.01.
- 6.06 A "Regular Part-time Nurse" is a nurse who has made a commitment to the Employer to be available for work on some pre-determined basis and in respect of whom there is pre-determined scheduling for less than an average of five (5) days per week.
- 6.07 A "Casual Nurse" is a nurse who works on a "call" or "short-term" basis whose employment may vary in length from day to day and week to week.
- 6.08 A "Term Nurse" is a newly employed nurse who works a normal work week or

something less than a normal work week on a regular basis but whose appointment has a terminal date established prior to employment.

- 6.09 A Clinical Specialist is a public health nurse with a specific program expertise who assumes some responsibilities of the Program Manager in the absence of the Manager.

ARTICLE 7 - HOURS OF WORK

- 7.01 (a) The normal hours of work for a full-time nurse shall be seven (7) hours per day (8:30 a.m., to 4:30 p.m.,) inclusive of two (2) fifteen (15) minute rest periods, exclusive of a one (1) hour lunch break. The normal work week shall be thirty-five (35) hours per week, Monday to Friday, inclusive.
- (b) The parties recognize the need to provide service to the public outside the normal office hours of the Health Unit in order to accommodate certain programs and/or activities. When work is performed beyond the scheduled seven (7) hours in any day (Monday to Friday), a nurse may request to flex her or his day or accumulate compensatory time off in lieu, up to a maximum of thirty-five (35) hours (five (5) days). Compensatory time off shall be taken within four (4) months of being earned at a time mutually agreeable to the nurse and the Supervisor. Where compensating time off is earned in excess of thirty-five (35) hours, the nurse and the Supervisor shall meet to mutually schedule the use of such excess compensating time off. Flex time shall be defined as scheduling seven (7) consecutive hours of work, excluding meal periods or flexible hours of work per day over the thirty-five (35) hour work week.
- (c) Where a nurse requests to work flex time or accumulate compensatory time off in lieu, such request shall not be unreasonably denied.
- (d) It is understood by the parties that in order to flex the thirty-five (35) hour work week or accumulate compensatory time off to accommodate the normal workload of the nurses, compensating time off is allowed at straight time.
- (e) It is understood that there will be times when nurses have to take additional hours for emergency situations or assignments as approved by their immediate supervisor. Such overtime is for special assignments and is in excess of the nurse's normal workload and shall be compensated in accordance with the provisions of Article 7.02.
- (f) Part-time nurses will flex hours of work or accumulate compensatory time off when the nurse has worked over their regularly scheduled hours.
- 7.02 (a) Overtime is defined as time beyond the thirty-five (35) hour flexible work week described in Article 7.01 (b). All times worked beyond the normal day, the normal work week and on holidays as defined in Article 11 shall be considered overtime.
- (b) For any authorized or unavoidable overtime, the nurse shall be entitled to lieu time off for such time worked at the rate of one and one-half (1 1/2) for each hour worked.

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

7.03 A nurse who is required by the Employer to remain available for duty on standby outside regularly scheduled working hours shall receive standby pay in the amount of three dollars (\$3.00) per hour. Standby pay shall continue when a nurse is called in as defined in Article 7.04.

7.04 Where a full-time or regular part-time nurse has completed regularly scheduled hours and left the Health Unit and is called in to work by the Employer outside regularly scheduled working hours or where a nurse is called in from standby, such nurse shall receive time and one-half the regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours pay at time and one-half the regular straight time hourly rate. In the event that such four (4) hour period overlaps or extends into the regularly scheduled hours, the nurse will receive time and one-half the regular straight time hourly rate for actual hours worked up to the commencement of regular hours. Not more than one (1) call in per four (4) hour period will be paid.

7.05 Healthy Babies/Healthy Children Weekend Work

- (a) Full-time nurses in Healthy Babies/Healthy Children will be asked to volunteer to cover weekend calls. All regularly scheduled weekend work will be pre-scheduled by the appropriate Manager of Family Services or designate from the list of full-time Healthy Babies/Healthy Children PHN's. The schedule will be posted one (1) month in advance for a four (4) month period. Nurses may trade assigned weekends at their discretion, provided advance notice and appropriate coverage is made and approval is received from the Manager.
- (b) Regularly scheduled weekend work will consist of five (5) hours paid at the nurse's regular rate. The five (5) hours of pay is to include any time spent on initial calls or return calls within the forty-eight (48) hour period. It is understood that the five (5) hours includes any time that may be required to finish calls on the Sunday, up to a total of five (5) hours. In the event that the total time for a two (2) day weekend exceeds five (5) hours, with pre-approval of a Manager, such additional hours will be compensated at the rate of time and one-half of the nurse's hourly rate. Note that nurses are entitled to a fifteen (15) minute break if they work five (5) consecutive hours.
- (c) In accordance with Article 11.01 (a), a nurse scheduled to provide Healthy Babies/Healthy Children coverage on a stat holiday shall be paid at regular time plus an additional 12.5 hours off at a mutually agreeable time for each stat worked. For example, if a full-time nurse is scheduled to work on Boxing Day which is a Friday, that nurse shall be paid seven (7) hours and receive 12.5 hours compensating overtime.
- (d) Full-time nurses will accrue compensating time.
- (e) Time worked on weekends will not be considered overtime within the meaning of the Collective Agreement.
- (f) "Weekend" shall be deemed to include any day on which the Health Unit is

closed for regular business with the exception of paid holidays, which are governed by Article 11 of the Collective Agreement.

- 7.06 Where the Employer requires additional nurses to be scheduled for immunization/child health clinics, part-time nurses will be called according to seniority to the community in which the clinic is offered. If part-time nurses decline such clinic work, then the Employer will call casual nurses according to seniority within the community, for the purposes of staffing the clinic.

If nurses are required from outside the community where the clinic is scheduled, they will be called from the nearest geographic community according to the procedure outlined above.

ARTICLE 8 - SENIORITY

8.01 Probationary Period

- (a) A newly employed nurse shall be considered a probationary nurse until after she has completed six (6) months of working employment from her date of hire, after which her name shall be placed on the seniority list and her seniority shall date from the date of her hire.
- (b) The release of employment of a probationary nurse will not be the subject of a grievance unless the probationary nurse is released for:
- (i) reasons which are arbitrary, discriminatory or in bad faith;
 - (ii) exercising a right under this Agreement.

The Employer agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

A claim by a probationary nurse that she has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 3 within ten (10) days after the release is effected.

- (c) A written evaluation of the nurse's work will be given to the nurse before completion of the probationary period and a copy kept in the nurse's file.

8.02 Seniority Factors

- (a) The Employer and the Union agree that in cases of transfers and promotions (other than promotions to positions outside of the bargaining unit) and demotions, the following factors shall be considered:
- (i) current: ability, experience, performance and qualifications;
 - (ii) length of continuous service.

Where the factors in sub-paragraph (i) are relatively equal, seniority shall govern. This provision shall not be exercised in an arbitrary manner.

- (b) The Employer and the Union agree that in case of lay-off or recall (other than a lay-off as a result of the elimination of the nurse's position, in which case clause 8.03 applies), length of continuous service shall govern provided the nurses in question have the qualifications, ability and experience to perform the work available.

8.03

Lay-off and Recall

- (a) The Employer will provide the Union and a nurse with no less than four (4) weeks' notice of lay-off.
- (b) Where full-time and regular part-time nurses are both employed, seniority lists and lay-off and recall rights of part-time nurses shall be separate from full-time nurses.
- (c) A lay-off of nurses shall be made on the basis of seniority within a particular office. It is understood and agreed that prior to the laying off of any nurses, probationary nurses in the office where the lay-off is going to occur will be released first. The nurse who is laid off in a particular office shall be given the opportunity to displace the least senior nurse in the Bargaining Unit provided that nurse has the qualifications and experience to perform the available work without training, other than a three (3) day orientation.

Nurses will inform the Employer of their decision to bump or accept the lay-off within seven (7) calendar days of:

- (i) the Employer providing to the Union the information contemplated by Article 8.03 (e) or 8.04 (b); or
- (ii) the receipt by the nurse of her notice of lay-off, whichever is later.

Laid off nurses are eligible, in order of seniority, for "temporary" recalls of not longer than eight (8) months and shall advise the Employer as to whether they are interested in such recalls. Nurses recalled for eight (8) months or less shall not be entitled to notice of lay-off nor bumping rights. Furthermore, the time used to determine the nurse's entitlement for continuing in the benefits program for recall and for other purposes under the lay-off or seniority clauses shall be frozen during the period of temporary recall and shall begin to accumulate again when the temporary recall ends. Nurses temporarily recalled will be paid the percentage in lieu of benefits unless they maintained benefits, in which case, the Employer shall pay the full nurse contribution to benefits. Otherwise, nurses temporarily recalled have all the rights of the other recalled nurses.

- (d) Recall to a regular part-time or regular full-time position shall be in order of seniority. A nurse will respond to a registered notice of recall within seven (7) calendar days and shall be available for work within an additional fourteen (14) calendar days, unless otherwise agreed.
- (e) For lay-offs, other than long-term lay-offs, the Employer and the Union will meet and discuss the lay-offs at the earliest opportunity. This discussion will include the service which the Employer will undertake after the lay-off.

- (f) In exercising bumping and recall rights in long-term lay-off situations, each nurse is entitled to an orientation of up to ten (10) working days in order to assist her to meet the staffing requirements of the Employer.
- (g) For greater certainty, laid off nurses are entitled to apply for posted vacancies.

8.04 Notice to Union of Long-Term Lay-off

In the event of a pending lay-off of a permanent or long-term nature, the Employer will:

- (a) Provide the Union with eight (8) weeks' notice.
- (b) Meet with the Union to review the following:
 - (i) the reasons causing the lay-off;
 - (ii) the service which the Employer will undertake after the lay-off;
 - (iii) the method of implementation, including areas of cutback and the nurses to be laid off;
 - (iv) methods of reducing the impact of the lay-off which may include reducing hours rather than laying off nurses. Any such methods require the agreement of the Union. Where the Employer can demonstrate that a reduction in hours or some other alternative to lay-off (except alternatives involving reductions in compensation) is in the best interest of the Health Unit's clients, agreement on the alternatives will not be unreasonably withheld.

It is understood that permanent or long-term nature means a lay-off which will be longer than thirteen (13) weeks.
- (c) A nurse, upon long-term lay-off, at her own expense and except for short-term and long-term sickness and income protection, may continue benefit coverage for a period of nine (9) months following the lay-off by arranging to pay the full premiums, in advance, on a quarterly basis.

8.05 Interim replacement nurses who are retained on permanent service after the expiry of the temporary period of employment, shall have their seniority dated back to the date upon which they commenced temporary employment as defined in Article 6.07.

8.06 The Employer will undertake to use every reasonable means to give nurses in the bargaining unit job security. This undertaking shall not, however, be construed as a guarantee by the Employer to provide steady employment to each nurse currently on the payroll.

8.07 Transfers

- (a) An application for transfer system will be established. Under such a system, any nurse will be able to fill out an appropriate form indicating her interest in working elsewhere in the Health Unit and her application will be considered

when a vacancy occurs.

- (b) A nurse will not be transferred to another Health Unit Office except by mutual consent.
- (c) If a nurse is asked to transfer permanently to another Health Unit Office and she agrees, the following conditions will prevail:
 - (i) moving costs will be paid in full by the Employer;
 - (ii) the transferred nurse will be granted two (2) days off with pay in order to find suitable accommodation before transferring;
 - (iii) at the time of transfer, the nurse will be granted three (3) days off with pay in order to relocate.

However, the above conditions will not apply where the transferred nurse has previously requested the transfer pursuant to clause 8.07 (a).

8.08 Posting of Vacancies

- (a) All new positions and vacancies in existing positions within the bargaining unit shall be posted in all offices for a minimum of ten (10) working days and a written notice of such posting will be sent by the Employer to all nurses on maternity leave and/or leave of absence at the same time notices are posted in the office provided that the nurse currently on leave has made such a request for receipt of notices. Nurses will be allowed to make written application during that period.
- (b) The Employer shall verbally notify all unsuccessful internal candidates prior to the notification of staff of the successful candidate, if possible. If the unsuccessful internal candidate(s) is not able to be contacted, the Employer will send written notice to the unsuccessful candidate's home address. The name of the successful applicant will be e-mailed to all staff by the Employer.
- (c) A bargaining unit nurse, who fills a temporary position, shall revert to her former position at the completion of the temporary position.

8.09 Subject to the provisions in paragraph 8.10, seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:

- (a) when on an approved leave of absence with pay or an approved leave of absence without pay not exceeding thirty (30) days;
- (b) when in receipt of sick leave up to the number of accumulated days of sick leave to her credit;
- (c) when in receipt of Workers' Compensation disability benefits (but not pension);
- (d) when on maternity and/or on parental leave.

8.10 Subject to the provisions of paragraph 8.11, seniority shall be retained but not

accumulated when a nurse is absent from work under the following circumstances:

- (a) when on an approved leave of absence without pay exceeding thirty (30) days;
- (b) when absent on account of accident or illness not compensable under The Workplace Safety and Insurance Act or for which she is not in receipt of sick leave credits;
- (c) when absent due to lay-off.

8.11 A nurse's seniority rights and her employment shall be deemed to have been terminated if:

- (a) she resigns her position with the Health Unit;
- (b) she is discharged and the discharge is not reversed through the Grievance and Arbitration Procedures;
- (c) she is off work for more than twenty-four (24) months because of lay-off or long-term disability or both;
- (d) she is absent without permission or overstays a permitted leave of absence and fails in every case to furnish the Employer with an acceptable reason for such absence;
- (e) on being recalled to work following a lay-off she fails to advise the Employer within five (5) days of the giving of notice of recall that she intends to return to work or fails within that period of time to provide the Employer with an acceptable reason for not returning or if she fails to return to work within a period of ten (10) days of the date she was to report to work and notice of recall shall be deemed to have been given when delivered by hand or mailed by registered mail to her last address on record with the Employer;
- (f) she is off work for more than two (2) years because of an injury received in the course of her employment with the Employer for which she is in receipt of disability payments from the Workplace Safety and Insurance Board.

NOTE: This Article will be interpreted in a manner consistent with the **Ontario Human Rights Code**.

8.12 Notice of Termination of Employment

Unless excused by the Employer, every nurse shall give at least four (4) weeks' notice of termination of her employment.

Except in cases of dismissal for cause or of termination during the probationary period, the Employer may terminate the employment of a nurse on giving notice in writing to the nurse as follows:

- (a) four (4) weeks' notice if her period of employment is less than five (5) years;
- (b) notice in accordance with the Employment Standards Act if her period of

employment is five (5) years or more.

Provided, however, that the employment of a nurse may be terminated forthwith where the Employer gives notice to the nurse in writing to that effect and pays the nurse an amount equal to the wages to which the nurse would have been entitled for work that would have been performed by her at the regular rate for a non-overtime work week for the period of notice set out above.

8.13 Notices

Any notice to nurses under this Agreement shall be written and delivered by fax or prepaid registered post, addressed to the nurse at their last address shown on the seniority list.

8.14 All seniority shall be retained by a nurse when she transfers from full-time to part-time and vice-versa. For the purposes of equating part-time seniority to full-time seniority, fifteen hundred (1500) hours worked as part-time equals one (1) year full-time.

8.15 (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than one (1) year shall, subject to (c) below, retain but not accumulate her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

(b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her return to the bargaining unit.

(c) In the event that a nurse is transferred out of the bargaining unit under (a) above for a period of six (6) months or less or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood that a nurse may decline such offer of transfer and that the period above may be extended by agreement of the parties.

8.16 Posting of Seniority Lists

There will be four (4) separate seniority lists for (i) full-time nurses, (ii) regular part-time nurses, (iii) term nurses and (iv) casual nurses. Seniority lists showing each nurse's name and seniority shall be sent to the President of the Local Union and a copy sent to the Labour Relations Officer twice yearly on October 1st and April 1st. At the same time, copies will be posted in each office. Complaints regarding an inaccuracy in the list shall be made in writing to the Human Resources Department within one (1) month of the posting of the list. Nurses on leave during a period where a seniority list is posted have one (1) month following the most recently published list, after their return, to file a complaint in writing. If no written complaint is received within the time period, the list will be considered accurate.

ARTICLE 9 - ACCESS TO FILES

- 9.01 (a) A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. A copy of the evaluation will be provided to the nurse at her request.
- (b) No document shall be used against a nurse where it has not been brought to her attention in a timely manner.
- 9.02 Upon written request by the nurse, a letter of reprimand, suspension or other sanction can be removed from the record of a nurse twenty-four (24) months following the receipt of such letter, provided that the nurse's record has been free of any written warning during the intervening period. Such requests shall be submitted to the Chief Executive Officer.

ARTICLE 10 - SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 10.01 Salaries and professional classifications are set forth in Schedule "A".
- 10.02 When a new position appropriately covered by this Agreement is established, the salary shall be negotiated. If the parties are unable to agree, the resolution of the salary will be treated in the same manner as a grievance which has reached Step No. 3 of the Grievance Procedure and has not been resolved to the satisfaction of the grieving party.
- 10.03 Previous nursing experience for full-time nurses and part-time nurses will be recognized on the following basis, provided the nurse has been employed in nursing during the last three (3) years:
- (a) one (1) increment for each year or its equivalent of previous Public Health Nursing experience up to and inclusive of Year 7 of the salary grid;
- (b) one (1) increment for each two (2) years or its equivalent of past related nursing experience (other than in a Public Health Unit) up to and inclusive of Year 5 of the salary grid.
- 10.04 (a) Annual increments shall be payable to full-time nurses on the anniversary date of their employment. Each part-time nurse will be advanced from her present level to the next level set out in Schedule "A" after working fifteen hundred (1500) hours.
- (b) The Employer is free to grant merit increases in addition to the above schedules after ten (10) years of continuous service.

ARTICLE 11 - PAID HOLIDAYS

- 11.01 (a) All full-time nurses shall receive the following holidays with pay:
- | | |
|----------------|------------|
| New Year's Day | Labour Day |
|----------------|------------|

Good Friday
 Easter Monday
 Victoria Day
 Canada Day (July 1st)
 Civic Holiday
 Family Day

Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day
 Floating Holiday (1)

December 24th and December 31st shall also be granted when such days fall on a Monday to Friday inclusive.

- (b) If a paid holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as the holiday. Any other day proclaimed as a statutory holiday by the Federal or Provincial Governments shall be recognized as an additional holiday.
- (c) A regular part-time nurse will receive such proportion of the designated holidays (not including the floating holiday) under clause 11.01 (a) as the number of hours worked by such regular part-time nurse in the thirty (30) calendar day period immediately preceding the holiday bears to the number of hours ordinarily worked by a full-time nurse in the same thirty (30) calendar day period.

A regular part-time nurse will receive such proportion of the following holiday referred to in clause 11.01 (a) as the number of hours worked by such regular part-time nurse in a calendar year bears to the number of hours ordinarily worked by a full-time nurse in a calendar year.

- (d) In order to qualify for each paid holiday, the full-time nurse must work her last scheduled day immediately prior to and her first scheduled day immediately following the paid holiday, unless the nurse is on sick leave or on leave of absence with pay or does not work her last scheduled day prior to and following the paid holiday because she is taking compensating time off.
- (e) After two (2) years of employment, the nurse is entitled to one (1) additional float holiday with pay per year.

- 11.02 In the event that a full-time nurse is scheduled to work on any such holiday, she shall receive one and one-half (1 1/2) times her regular rate of pay for the seven (7) hours worked on such holiday and shall receive another day off with pay at a mutually agreeable time.
- 11.03 If paid holidays fall within vacation or on scheduled days off, another day with pay will be granted at a mutually agreeable time.
- 11.04 In the event a part-time nurse is scheduled to work on the days listed in paragraph 11.01 (a), she shall be paid at one and one-half (1 1/2) times her regular straight time hourly rate for all hours worked on such holiday with the exception of weekend work for Healthy Babies/Healthy Children which shall be governed by Article 7.05 of the Collective Agreement.

ARTICLE 12 - VACATIONS

- 12.01
- (a) Each full-time nurse who has less than one (1) year of continuous service shall be entitled to a vacation with pay at her regular rate of 1.67 days for each completed month of regularly scheduled work not to exceed twenty (20) working days.
 - (b) All full-time nurses who have completed one (1) or more years but less than eight (8) years of continuous service shall be entitled to a vacation of twenty (20) working days with pay prorated for each completed month of regularly scheduled work.
 - (c) Each full-time nurse who has completed eight (8) or more years but less than sixteen (16) years of continuous service shall be entitled to a vacation of twenty-five (25) working days with pay prorated for each completed month of regularly scheduled work.
 - (d) Each full-time nurse who has completed sixteen (16) or more years but less than twenty-four (24) years of continuous service shall be entitled to a vacation of thirty (30) working days with pay prorated for each completed month of regularly scheduled work.
 - (e) Each full-time nurse who has completed twenty-four (24) or more years of continuous service shall be entitled to a vacation of thirty-five (35) working days with pay prorated for each completed month of regularly scheduled work.
- 12.02
- Each regular part-time nurse shall be entitled to vacation with pay based on length of continuous service as of the nurse's vacation entitlement determination date in any year as follows:
- (a) each regular part-time nurse who has less than one (1) year of continuous service shall be entitled to a vacation of 1.67 days prorated for each completed month of regularly scheduled work not to exceed twenty (20) working days with pay;
 - (b) each regular part-time nurse who has one (1) or more years but less than eight (8) years of continuous service shall receive twenty (20) working days with pay prorated for each completed month of regularly scheduled work;
 - (c) each regular part-time nurse who has completed eight (8) years or more but less than sixteen (16) years of continuous service shall receive an annual vacation of twenty-five (25) working days with pay prorated for each completed month of regularly scheduled work;
 - (d) each regular part-time nurse who has completed sixteen (16) or more years but less than twenty-four (24) years of continuous service shall receive an annual vacation of thirty (30) working days with pay prorated for each completed month of regularly scheduled work;
 - (e) each regular part-time nurse who has completed twenty-four (24) years or more of continuous service shall receive an annual vacation of thirty-five (35) working days with pay prorated for each completed month of regularly

scheduled work;

- (f) each regular part-time nurse who temporarily works additional regular assignments shall receive paid vacation based on the assignment's regular weekly scheduled working hours.

NOTE: Article 12.01 and Article 12.02 (prorated) will not apply to leaves of absence of less than three (3) months.

12.03 Casual and term nurses will receive eight percent (8%) vacation pay based on their gross earnings.

12.04 (a) Vacations shall be taken at a mutually agreeable time.

- (b) A vacation request, which has been submitted by the nurse and then approved by the Employer may not be cancelled without the consent of the nurse. If the nurse agrees to the change in schedule at the Employer's request, the nurse shall receive vacation days to be taken at a later date. This clause should not apply in circumstances beyond the Employer's control, such as a Community emergency, multiple sick leaves, etc.

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

12.06 Where a nurse's scheduled vacation is interrupted due to serious personal illness, the period of such illness shall be considered sick leave upon receipt of a medical certificate.

12.07 Where a nurse's scheduled vacation is interrupted due to bereavement, the period of such bereavement shall be considered bereavement leave in accordance with Article 16.04.

12.08 The portion of the nurse's vacation, which is deemed to be sick leave or bereavement leave under the above provisions, shall be credited to the nurse's vacation credits.

ARTICLE 13 - SICK LEAVE

13.01 (a) Illness allowance shall be granted to all full-time nurses on the basis of one and one-half (1 1/2) days with pay per month up to a maximum accumulation of one hundred and eighty (180) days and to all regular part-time nurses on a pro-rata basis.

- (b) When a nurse has completed up to one-half (1/2) of her work day prior to going on sick leave benefits or Workers' Compensation benefits, the nurse shall only be deducted one-half (1/2) day from her illness allowance.

- (c) When a nurse has completed one-half (1/2) of her work day prior to going on sick leave benefits or Workers' Compensation benefits, the nurse shall be paid for the balance of her work day at her regular straight time hourly rate.

- (d) Nurses will be allowed to utilize their accumulated illness allowance to attend

personal local and out-of-town medical appointments that are longer than two (2) hours. When an appointment takes longer than two (2) hours, the total time taken will be deducted from the nurse's illness allowance.

- (e) Reasonable time taken (up to two (2) hours), twice per month, for personal dental appointments and other preventative health care which are not actual illnesses, will not be charged against the nurse's illness credits nor will the nurse lose pay. Reasonable time taken for prenatal appointments will not be charged against the nurse's illness credits nor will the nurse lose pay. At the Employer's discretion, the nurse may be requested to show proof of attendance at the scheduled medical appointment (i.e., presentation of an appointment card may suffice).

The nurse shall notify the Employer of the date and time of the appointment at least one (1) week prior to it taking place, except in an emergency or in extenuating circumstances where as much notice as possible will be given.

- (f) The Employer reserves the right to require that a nurse provides proof of illness after three (3) days of absence.
- (g) On an annual basis, nurses are entitled to use up to five (5) days of accrued sick leave in event of an illness in the immediate family. "Immediate" family means spouse, common-law-spouse or same sex partner, child, step-child, parent, step-parent, foster parent, foster child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-grandparent, step-grandchild, brother-in-law and sister-in-law. Special consideration may be given by the Chief Executive Officer or designate for others not listed above.

13.02 Illness allowance credits will continue to accrue for all full-time nurses and regular part-time nurses on this basis during illness of any duration. By January 15th of each year, the Employer will notify each nurse of the amount of unused illness allowance standing to her credit.

13.03 A nurse will not be entitled to illness allowance:

- (a) during a period of lay-off or leave of absence without pay;
- (b) on a paid holiday for which the nurse is already receiving pay for the holiday under Article 11.

ARTICLE 14 - RETURN TO WORK

14.01 The Health Unit and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the organization and to meeting the parties' responsibilities under the law.

To that end, the Health Unit and the Union agree to co-operate in facilitating the return to work for nurses with disabilities.

14.02 The Employer with employee consent, will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse is

absent from work due to illness or injury for four (4) weeks.

14.03 The Employer agrees to provide the Union and the nurse with a copy of the Workers' Safety Insurance Board Form 7 at the same time it is sent to the Board.

14.04 When it has been medically determined that a nurse is unable to return to the full duties of her position due to a disability, the Employer will, with the disabled nurse present, notify and meet with the Staff Representative of the Ontario Nurses' Association and the Local Representative to discuss the circumstances surrounding the nurses' return to suitable work.

14.05 A joint Return to Work Team (RWT) comprised of one (1) Union and one (1) Employer representative will be established. The Team will meet on an as needed basis or at a minimum of two (2) meetings per year. The Union representative will receive pay at straight time or time in lieu where possible for hours spent in RWT meetings, if they attend meetings on their day off. The RWT will be provided with the names of all nurses currently off work and requiring accommodation.

14.06 Process

- (a) A disabled nurse who is ready to return to work will provide applicable medical verification of her ability to return to work including information regarding any restrictions.
- (b) When a returning nurse is in need of a permanent accommodation the Employer will notify the Union RWT member and will provide to them the information obtained under (a) above.
- (c) As soon as practicable the Union's RWT member or their designate will meet with the affected nurse and the immediate supervisor to create and recommend a return to work plan.
- (d) In creating a return to work plan, the co-chairs and the immediate supervisor will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
 - (i) original position;
 - (ii) original assignment area;
 - (iii) original assignment area/position with modifications to the work area and/or equipment and/or the work arrangement;
 - (iv) alternate positions outside the original assignment area.
- (e) In creating a return to work plan, consideration will be given to the nurse's abilities, desires, motivation and accommodation needs. If she is unable to return to work in accordance with Article (d) above, other positions in the organization in which the nurse may be accommodated will be identified.
- (f) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation with the

RWT.

- (g) The parties recognize that more than one (1) nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles (d), (e) and (f) above, they must balance additional factors including in no particular order:
 - (i) skills, ability and experience;
 - (ii) ability to acquire skills;
 - (iii) path of least disruption in the workplace;
 - (iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce;
 - (v) seniority.
- (h) When more than one (1) nurse is deemed by the RWT to be suitable for a particular position or arrangement and the factors set-out in Articles (d), (e), (f) and (g) are relatively equal, seniority shall govern.
- (i) The RWT will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.
- (j) The committee will develop and recommend strategies for:
 - (i) integrating accommodated workers back into the workplace;
 - (ii) educating nurses about the legal, personal and organizational aspects of returning disabled workers to work, including their responsibilities in the return to work process;
 - (iii) educating immediate supervisors about their legal responsibilities under the applicable Statutes.

14.07

Alternative Placements

- (a) Before posting, the Employer, in consultation with the RWT Union member, will examine all vacancy(ies) to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her original program position in accordance with Article (d).
- (b) If a vacancy is identified as suitable for accommodation purposes, a meeting of the RWT and the immediate supervisor will be convened as soon as possible to determine:
 - (i) whether the assignment area, after considering all factors including the number of accommodated nurses, the operational needs of the Health Unit, safety of nurses, alternative resources, can reasonably accommodate a nurse;
 - (ii) whether the posting of the position under the Collective Agreement

between the parties may be waived;

- (iii) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
- (c) The parties may agree to a written agreement for temporary accommodations of extended duration.
- (d) The original program position of a nurse requiring permanent accommodation may be posted under the following circumstances:
 - (i) the nurse is permanently accommodated in another position or arrangement;
 - (ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future.
- (e) In so electing, the position will be filled in accordance with the job-posting provisions of the Collective Agreement.
- (f) Filling of a disabled nurse's original program position does not remove the Employer's duty to accommodate that nurse.

ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE

15.01 Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Any nurse may present a complaint at any time without recourse to the formal Grievance Procedure described herein.

15.02 Grievance Procedure

If a nurse believes she has a complaint concerning the interpretation, application or administration of this Collective Agreement and makes an allegation that the Collective Agreement has been violated, an earnest effort to settle the dispute shall be made in the following manner:

Step No. 1

A nurse or one (1) designated member of a group, having a complaint, shall within ten (10) days after the circumstance giving rise to the complaint has occurred or within ten (10) days of the time that the nurse should have known of the occurrence of the circumstance giving rise to the complaint, reduce the complaint to writing as a grievance and deliver the grievance personally or mail it by registered mail to the immediate supervisor or her designate who will attempt to adjust it.

The immediate supervisor shall give her reply in writing to the nurse not later than five (5) days following receipt by the immediate supervisor of the written grievance.

Step No. 2

If a settlement satisfactory to the nurse is not reached in Step No. 1, the nurse alone

or with a Nurse Representative may refer the written grievance within ten (10) days thereafter to the Chief Executive Officer or designate. The Chief Executive Officer or designate or the nurse may request a meeting which shall be held within three (3) days of such request. The Chief Executive Officer or designate shall render his decision in writing to the nurse and the Nurse Representative not later than ten (10) days following the presentation of the written grievance to the Chief Executive Officer or designate.

Step No. 3

If a settlement satisfactory to the nurse is not reached in Step No. 2, the nurse alone or with a Nurse Representative may refer the written grievance within ten (10) days of the receipt of the decision of the Chief Executive Officer or designate to the Chief Executive Officer. A meeting will then be held between the Chief Executive Officer or his designate, the Chair of the Board of Health or his designate and the Grievance Committee within ten (10) days of the submission of the grievance at Step No. 3, unless extended by agreement of the parties. A Staff Representative of the Ontario Nurses' Association and Counsel representing the Employer may attend such meeting as well as the grievor. The Chief Executive Officer shall notify the nurse and the Nurse Representative of the decision within ten (10) days after such meeting.

15.03 A Union grievance arising directly between the Health Unit and the Union concerning the interpretation, application or alleged violation of the Agreement shall be initiated at Step No. 3 within ten (10) days following the circumstances giving rise to the grievance.

A Health Unit grievance concerning the interpretation, application or alleged violation of the Agreement shall be filed with the Local President or her designate within ten (10) days following the circumstances giving rise to the grievance. Should the grievance fail to be settled, the Employer may, within fifteen (15) days following the filing of the grievance with the Local President or her designate, notify the Union in writing of its desire to submit the grievance to arbitration and Article 15.04 (Arbitration) relative to the appointment of nominees and a Chair shall apply.

15.04 All grievance forms shall contain only one (1) grievance. A written grievance shall contain a clear and concise statement concerning the complaint, the persons involved, the date on which the grievance occurred and the relief sought if practicable.

15.05 Arbitration

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may, within fifteen (15) days following receipt of the answer from the Chief Executive Officer, notify the Employer in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be Chair. If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies.

No person may act as an Arbitrator who is a member of the Union or a nurse of either the Union or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any nurse affected by it. The decision of a majority shall be the decision of the Arbitration Board but if there is no majority, the decision of the Chair shall govern.

If the grievance is not referred to arbitration within the said fifteen (15) day period, the grievance will be conclusively deemed to have been finally abandoned.

15.06 Time Limits

No grievance may be processed to arbitration unless it has been properly processed through the Grievance Procedure and within the time limits established by this Collective Agreement.

Time limits shall be computed by excluding Saturdays, Sundays and paid holidays listed in this Agreement. If a grievance, which has been introduced into the Grievance Procedure, is not processed within any of the time limits set down by this Agreement, this specific grievance may not be re-introduced as a new grievance. Failure of the Employer to meet its time limits shall permit the aggrieved nurse to take the grievance to the next succeeding Step, provided she presents the grievance at this next Step within ten (10) days after the expiration of the said time limit.

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent in writing by the Chief Executive Officer or his designate and the Regional Representative of the Union or the Chair of the Grievance Committee.

15.07 Authority of Arbitration Board

The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the express intent or terms and conditions of this Agreement or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board and will share equally the fees and disbursements of the Chair. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

15.08 Place of Hearing

Arbitrations shall be heard at Kenora, Ontario or at such other places as may be agreed upon by the Union and the Employer.

15.09 Agreements During Grievance Procedure

Only written agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the nurses.

- 15.10 (a) If a nurse who has completed her probationary period believes she has been discharged or suspended without just cause, she may file a written grievance with the Chief Executive Officer within ten (10) calendar days after she has been given notice of discharge or suspension. Step No. 1 of the Grievance Procedure shall be omitted in that case but all the remaining provisions contained in Article 15 (Grievance and Arbitration Procedure) shall be applicable and complied with in the processing of a discharge or suspension grievance.
- (b) A discharge or suspension grievance may be settled by confirming the Employer's action in dismissing or suspending the nurse or by reinstating the nurse with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- (c) If a discharge or suspension grievance goes to arbitration, the Board of Arbitration may:
- (i) confirm the discharge or suspension of the nurse; or
 - (ii) reinstate the nurse with full compensation for time lost; or
 - (iii) reinstate the nurse with any arrangement which is deemed to be just and equitable in the opinion of the Arbitration Board.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 A nurse who is on an approved leave of absence will be returned to her former position at the completion of the leave of absence, unless the terms of her employment are altered by mutual agreement.
- 16.02 The Employer may grant a leave of absence without pay if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Health Unit. All applications for leave of absence, including educational leave and personal leave without pay, are to be made in writing to the Manager with a copy to the Chief Executive Officer or designate. The application must include the reason for requested leave of absence, the requested starting date of the leave and the proposed date to return to work. Such leave shall not be unreasonably denied.
- 16.03 (a) Upon written request, the Health Unit agrees to grant leaves of absence, without pay, to nurses selected by the Union to attend Union business, including conferences, conventions and Provincial Committee meetings and to any nurse elected to the position of Local Co-ordinator. Leave of absence without pay for Union business shall be granted for up to a total of thirty-five (35) days in a calendar year.

During such leave of absence, a nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Health Unit. The Local Union agrees to reimburse the Health Unit in the amount of the daily rate of the full-time nurse, including benefits or for part-time nurse, the amount of the full cost of such salary and percentage in lieu of fringe benefits, except for Provincial Committee meetings which will be reimbursed by the Union. The Health Unit will bill the Local Union within a reasonable

period of time. Part-time nurses will receive service and seniority credit for all leaves granted under this Article.

NOTE: Not more than two (2) nurses shall be absent at any one time.

- (b) Any member of the Union, who is elected to a Provincial Office of the Union shall, upon request, be granted leave of absence without pay for whatever time is considered necessary.

16.04 In the event of a death in the family of a nurse, (e.g., spouse, common-law-spouse or same sex partner, child, step-child, parent, step-parent, foster parent, foster child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-grandparent, step-grandchild, brother-in-law and sister-in-law) a reasonable amount of leave of absence will be granted. Special consideration may be given by the Chief Executive Officer or designate for others not listed above.

In recognition of the various personal relationships and responsibilities which exist among different families, no fixed amount of leave has been established.

It is recognized that the requirements of a nurse can vary, therefore, the leave of absence will be granted with pay. However, for nurses who have accumulated sick leave in excess of the minimum required by Human Resource Development Canada, in order to participate in the Employment Insurance Premium Reduction Program, an appropriate deduction from accumulated sick leave will be made for all regularly scheduled time taken after the fifth consecutive calendar day of the leave of absence.

16.05 Jury and Witness Duty

The Employer agrees to pay any nurse who is summoned and legally required to appear as a witness or juror, the difference between her earnings as a witness or juror and the salary she would have realized had she worked her normal scheduled tour. In order to be eligible for payment, nurses must notify their supervisor within twenty-four (24) hours after receiving notice of selection or subpoena and must furnish proof of the date and time served and the amount of pay received. The nurse shall not lose seniority or service because of such attendance.

16.06 Subject to the provisions of clause 8.10, if a nurse has used up her sick leave credits and is not entitled to Workers' Compensation benefits, she will be granted a leave of absence without pay for sickness, injury or disability upon application to the Chief Executive Officer or designate and with the approval of the Board of Health.

16.07 Pregnancy/Parental Leave

- (a) Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A pregnant nurse whose date falls at least thirteen (13) weeks after she commenced employment is entitled to pregnancy leave of seventeen (17) weeks.
- (c) If possible, the nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date

of return.

- (d) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (e) A nurse who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins shall be entitled to parental leave.
- (f) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into custody, care and control of the parent or for nurses who take pregnancy leave, parental leave will begin immediately after the pregnancy leave expires, unless the child has not yet come into her custody, care and control for the first time. Parental leave shall be granted for up to thirty-five (35) weeks in duration for nurses who also took pregnancy leave and for up to thirty-seven (37) weeks in duration for other nurses.
- (g) The nurse shall give the Employer two (2) weeks written notice of the date the leave is to begin, unless exempt under the Employment Standards Act. Parental leave ends thirty-seven (37) weeks after it began or thirty-five (35) weeks after it began for nurses who also took pregnancy leave or on an earlier day if the nurse gives the Employer at least four (4) weeks written notice of that day.
- (h) For the purposes of parental leave, the provisions under (a) and (d) shall also apply.
- (i) A nurse who is on pregnancy leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be calculated by using the same time period used for calculation of Employment Insurance benefit. (Currently twenty-six (26) weeks).

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

- (j) A nurse who is on parental leave, as provided under this Agreement, who

has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the nurse's regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be calculated by using the same time period used for calculation of Employment Insurance benefit. (Currently twenty-six (26) weeks).

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

16.08 (a) Short-Term Educational Leaves and Study Visits

Leave of absence with pay for educational purposes (to include short-term academic courses, University credit courses or other courses which enrich the nurse's contribution to the Health Unit and short-term study visits) may be granted by the Employer. A request for leave of absence must be made in writing to the Chief Executive Officer or designate and the reply from the Chief Executive Officer or designate will also be in writing.

The Employer will pay the salary, fees and expenses for any nurses that are granted approval by the Employer to attend workshops and seminars. Notice of such workshops and seminars shall be posted.

(b) Educational Leave

Leave of absence without pay and without loss or gain of seniority may be granted to any nurse who wishes to enroll in a post-graduate course, certificate or degree course from a University, at the discretion of the Chief Executive Officer or designate.

(c) Professional Meetings

Leave of absence with pay may be granted for attendance at professional meetings.

(d) A nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

16.09 Special Leave

Upon application to the Chief Executive Officer or designate, a nurse will be

considered for special leave at her current salary.

- 16.10 There will be no accumulation of service for purposes of vacation entitlement, illness allowance, progression on salary grid or for any other purpose under this Agreement for a leave of absence without pay or an unpaid absence exceeding thirty (30) continuous calendar days. The Employer will continue to contribute to fringe benefits under this Collective Agreement, including Article 20 for the first thirty (30) continuous calendar days on which a nurse is on a leave of absence without pay or unpaid absence, after which time the Employer's contributions will cease and the nurse is then responsible for making all contributions to such fringe benefits. The nurse may arrange with the Employer to prepay contributions to the benefits.

16.11 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) years' 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 Chief Executive Officer or designate at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) Two (2) nurses may be absent at any one time. The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Union and the Employer.
- (d) Written applications will be reviewed by the Chief Executive Officer or designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but 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. Contributions to OMERS will be in accordance with the Plan. The nurses will not be eligible to participate in the Long-Term Disability Insurance Plan during the year of the leave. There will be no accrual of illness allowance credits during the year of the leave.

- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given to the Chief Executive Officer or designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer, plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and 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 will be reinstated to her former position unless that position has been discontinued in which case she shall be given a comparable job.
- (m) Article 11 (Paid Holidays), Article 12 (Vacations), Article 13 (Sick Leave), Article 14 (Car Allowance), Article 16.04 (Bereavement Leave), Article 16.05 (Jury and Witness Duty) and Article 16.08, shall not apply to the nurse during the year of the leave.
- (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 16.11 of the Collective Agreement;
 - (ii) the period of the salary deferral and the period for which the leave is requested;
 - (iii) the manner in which the deferred salary is to be held.
- (o) 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. A copy of the agreement shall be given to the nurse and a copy will be inserted in the nurse's file.
- (p) For purposes of OMERS, the nurse will be considered and deemed to be on an unpaid absence and/or leave of absence without pay while the nurse is

absent during the year of leave. In the event the nurse wishes to protect this period of broken service for pension purposes, the nurse will be solely responsible for making twice the contributions based on her rate of pay immediately prior to the leave, which the nurse would have made had the nurse not had the break in service (in accordance with OMERS terms and conditions).

ARTICLE 17 - ORIENTATION AND IN-SERVICE PROGRAMS

17.01 It is agreed that an orientation and in-service program will be provided by the Employer and it is further agreed that such orientation and in-service program will be reviewed at least once yearly by the Professional Nursing Committee.

17.02 The following principles shall be incorporated in the orientation and in-service program:

- (a) an orientation program of at least one (1) week duration followed by periodic conferences with the supervisor aimed at assisting the individual nurse to adjust to the work setting and to improve her delivery of care;
- (b) one (1) Nursing Staff Conference or All Staff Conference will be held annually. These conferences will be two (2) days in length in addition to any necessary travel time. These conferences will provide an opportunity for networking, sharing, collaboration and professional development (nurse to nurse support). The Professional Nursing Committee will determine content and ensure arrangements are made for the Nursing Conference.

17.03 Union Interview – Copy of the Collective Agreement

The Employer agrees to notify the Union when a newly hired nurse is receiving orientation and further agrees that an Officer of the Union or Nurse Representative shall connect with the newly hired nurse via e-mail or telephone during her orientation period for the purposes of introducing ONA to the nurse. The Health Unit will provide a copy of the Collective Agreement to the nurse upon orientation.

ARTICLE 18 - PROFESSIONAL RESPONSIBILITY

18.01 The parties agree that client services are enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner as set out below:

In the event that the Employer assigns a number of clients or a workload to an individual nurse or group of nurses such that they have cause to believe that they are being asked to perform more work than is consistent with proper client care, they shall:

- (a) (i) At the time the workload issue occurs, discuss the issue within the team/site/program to develop strategies to meet the care needs of clients using current resources.

If necessary, using established lines of communication, seek

immediate assistance from the Manager or designate, as soon as possible.

Failing resolution at the time of occurrence of the workload issue, complain in writing to the Labour Relations Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Labour Relations Committee shall convene a meeting within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

The Employer will provide a written response to the Union, with a copy to the ONA representative within ten (10) calendar days of the meeting.

- (ii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Chief Executive Officer.
- (iii) At any time during this process, the parties may agree to the use of a Mediator to assist in the resolution of professional practice issues.
- (iv) Any settlement arrived at under 18.01 (a) (i) - (iii) above, shall be signed by the parties.
- (v) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Labour Relations Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer and one (1) chosen from a panel of three (3) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chair. The members of the panel shall sit in the following alphabetical rotation:

Ms. June Duesburry-Porter
 Ms. Laralea Stalkie
 Ms. Eleanor Plain

The parties agree that should a Chair be required, the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairs. The name to be provided will be the top name on the list of Chairs who has not been previously assigned. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

- (vi) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint within twenty (20) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The

Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.

- (vii) The recommendation of the Assessment Committee shall be binding on both parties.
- (viii) Any complaint lodged under this provision shall be on the form set out in Appendix 1 (PRC Form).
- (b) Each party will bear the cost of it's own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Independent Assessment Committee in the performance of its responsibilities as set out herein.
- (c)
 - (i) Time limits fixed in the process may be extended only by written, mutual consent of the parties.
 - (ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.
- (d) If the Union and the Employer are unable to agree upon the composition or rotation of the panel, these matters shall be considered in dispute and remitted to a Board of Arbitration in accordance with this Collective Agreement.

ARTICLE 19 - BENEFITS

19.01 The Employer agrees to contribute for each eligible full-time nurse and, on a pro-rata basis, for eligible part-time nurses in the employ of the Health Unit:

- (a) the billed premium for semi-private Hospital coverage;
- (b) seventy percent (70%) of the billed premium for Great West Life Health Extended Health Care (with ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible per year). In addition to the standard benefits, coverage will include the vision care rider to a maximum of three hundred dollars (\$300.00) per person per twenty-four (24) month period;
- (c) the billed premium for group life insurance coverage to a maximum value of twice the annual salary of the nurse. Coverage will not be provided for a regular part-time nurse who works less than an average of twenty (20) hours per week.
- (d) Long-Term Disability Insurance
 - (i) The Employer shall continue to contribute one hundred percent (100%) of the insurance premium towards the present Long-Term Disability Insurance Plan (or its equivalent) for all full-time nurses and part-time nurses who work an average of twenty (20) hours per week on a continuous basis.

- (ii) The Plan will provide coverage for seventy percent (70%) of a nurse's gross earnings and will be payable when a nurse is totally disabled from performing all of the functions of her own occupation for a maximum period of twenty-four (24) months; thereafter L.T.D. benefits will be payable if the nurse is totally disabled from engaging in any gainful employment for which she is or becomes qualified by education, training or experience. L.T.D. benefits will be offset by benefits payable from other group plans only to the extent that the total benefits payable would exceed eight-five percent (85%) of earnings. Payment to the nurse will begin after one hundred and twenty (120) days of continued illness or disability and will continue as long as she is disabled or until she reaches age sixty-five (65) years, whichever occurs first. The one hundred and twenty (120) day wait period will not apply when an illness or disability recurs within six (6) months of a nurse's return to work. L.T.D. benefits will continue to be payable when a claimant enters a program of rehabilitative employment.
- (iii) Any dispute which may arise as to whether the present Insurance Policy (or its equivalent) contains terms described in Article 19.01 (d) (ii) of this Collective Agreement, may be subject to grievance and arbitration under the provisions of this Collective Agreement.

- 19.02
- (a) A nurse who is no longer deemed disabled within the first twenty-four (24) months under the provisions of the L.T.D. Plan, shall be placed in her former position with the Employer. However, if a nurse is no longer capable of performing all of the normal functions of her work, the Employer will establish a special classification, which takes into consideration her capabilities, at an agreed upon salary.
 - (b) The Employer will continue to make pension contributions and premium payments for O.H.I.P. and for Supplementary Health and Hospital on behalf of the nurse, at no cost to the nurse, while the nurse receives or is qualified to receive Long-Term Disability benefits under the Plan, unless the nurse is supplementing a WSIB Award.

19.03 Workers' Compensation

If a nurse is off work and is in receipt of Workers' Compensation disability benefits (and if the nurse has sufficient illness allowance credits), the Employer will pay the difference between the disability payments and the nurse's regular salary; for each day that the Employer pays the difference between the disability payments from the Workplace Safety and Insurance Board and the nurse's regular salary, the Employer will deduct the appropriate amount from the nurse's illness allowance credits. The obligation of the Employer to pay the difference between the disability payments from the Workplace Safety and Insurance Board and the nurse's regular salary ceases when:

- (a) the nurse returns to work;
- (b) the nurse has no illness allowance benefits standing to her credit;
- (c) the nurse is in receipt of a pension from the Workplace Safety and Insurance

Board.

In addition, the Employer will continue to contribute its share to the nurse's benefits package in accordance with the provisions of clauses 19.01, 19.02 and 19.04. This obligation of the Employer to continue to contribute to the nurse's benefit package will cease in the event the nurse begins to receive a pension from the Workplace Safety and Insurance Board or upon lapse of two (2) years calculated from the time the nurse began to receive disability payments, whichever event occurs sooner.

19.04 Pensions

OMERS, where applicable and Canada Pension Plan, shall apply to the nurses covered by this Agreement.

19.05 Dental Plan

The Employer shall institute a Dental Plan equivalent to Blue Cross Plan #9 based on the 2001 ODA Fee Schedule with premiums covered one hundred percent (100%) by the Employer. Effective no later than September 1, 2004, the current ODA Fee Schedule, with a one (1) year lag, will be used.

ARTICLE 20 - MISCELLANEOUS

20.01 Upon hire, with regard to tuberculin skin testing, all nurses are subject to Board Policy II-37.

Each nurse who is mantoux positive will seek a clinical assessment from their family physician.

20.02 Malpractice Insurance

The Employer will arrange and pay for adequate malpractice and professional liability insurance.

20.03 Copies of this Contract will be printed and issued by the Employer to all nurses now employed and as employed, the cost to be shared equally by the Employer and the Union.

20.04 Meal Allowance

Nurses travelling on Health Unit business will be entitled to an allowance in accordance with the current Health Unit Policy, as amended from time to time.

20.05 It shall be the duty of each nurse to notify the Employer through the Human Resources Department promptly of any change of name, address and telephone number. If a nurse fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such nurse.

20.06 A nurse is required to present to her immediate supervisor, on or before February 15th of each year, evidence that her Certificate of Registration is in good standing and currently in effect.

- 20.07 Nurses requiring the occasional use of a cell phone can apply to their immediate supervisor for a one hundred dollars (\$100.00) per year subsidy to cover the work related costs of the phone providing back-up documentation be included in the request in the form of cell phone bills.
- 20.08 Nurses using personal vehicles shall receive a mileage allowance in accordance with the current Health Unit Policy.

ARTICLE 21 - JOB-SHARING

- 21.01 If the Employer agrees to a job-sharing agreement, the following conditions apply unless otherwise agreed to by the parties.
- 21.02 The nurses involved in job-sharing are entitled to all the part-time provisions of the Collective Agreement, except those which are modified as follows:
- (a) Total hours worked by the job-sharers shall equal one (1) full-time position. Job-sharers will have the option of determining between themselves which partner will work on a scheduled day, however, all scheduled days must be covered.
 - (b) Implementation

Where the job-sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event there are no successful applicants, then both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
 - (c)
 - (i) An incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made based on the criteria set out in the Collective Agreement.
 - (ii) Where two (2) full-time nurses wish to job-share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.
 - (d) If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the remaining nurse will revert to her former status. If the remaining nurse was previously full-time, the shared position will become her position. If the remaining nurse was previously part-time and there is no part-time position available, she shall exercise her lay-off bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.
 - (e) Discontinuation

Either the Employer or the Union may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a

meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

- (f) Should the Employer discontinue job-sharing, the nurse currently working those arrangements will have the option of reverting to their former status or remain part-time if they have the seniority to do so.

ARTICLE 22 - RIGHTS, PRIVILEGES, ETC.

- 22.01 It is understood and agreed that any right, privilege, practice, benefit, term or condition of employment of greater benefit to members of the bargaining unit covered by the Collective Agreement in effect heretofore shall remain in effect during the life of this Agreement.

ARTICLE 23 - RETROACTIVITY

- 23.01 Only direct wage increases which are effective April 1, 2010, are retroactive to April 1, 2010. All nurses in the bargaining unit, as of the date of ratification, will be entitled to such retroactivity on the basis of the hourly wage increase (incorporated in their rates set out in Schedule "A" times the hours paid since April 1, 2010). The Northwestern Health Unit will be responsible for contacting, in writing, at their last known addresses, any nurses who have since left employment to advise them of their entitlement to any retroactive adjustment and the manner it may be claimed, within fifteen (15) days of the date of ratification of this Collective Agreement by the parties. Such terminated nurses shall have thirty (30) days from the date of mailing of the notice by the Employer in which to apply to the Employer for any retroactive wage entitlement under the terms of this Agreement, failing which individual claims will be deemed to have been abandoned. The Employer will send a copy of these notices to the Union.

All other amendments to this Collective Agreement are effective on the date of ratification. All retroactivity will be paid on a separate itemized cheque not later than four (4) weeks following the signing of the Memorandum of Settlement, unless specifically provided otherwise in this Collective Agreement.

ARTICLE 24 - TERMINATION AND DURATION

- 24.01 This Agreement shall become effective on the 1st day of April, 2010 and shall remain in full force and effect until the 30th day of September, 2011 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before the 30th day of September, 2011 or not more than ninety (90) days and not less than thirty (30) days before the 30th day of September in any year thereafter in which this Agreement continues to remain in effect.
- 24.02 In the event that such notice is given of a desire to amend this Agreement, negotiations shall begin within fifteen (15) days following the delivery of the notice or within any longer time which is mutually agreed upon.

24.03 All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the Ontario Labour Relations Act, R.S.O. 1990, Chapter L.2 and any amendments thereto.

IN WITNESS WHEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives.

DATED at Kenora, Ontario, this 11th day of November, 2010.

FOR THE EMPLOYER

James Beckus CO
[Signature]
Melanie Guthrie
[Signature]

FOR THE UNION

Denis Nault LRO
Laura Homer

SCHEDULE "A" - CLASSIFICATIONS AND SALARY RANGESPAY EQUITY ADJUSTED RATES

A.01

| REGISTERED NURSE/PUBLIC HEALTH NURSE/B.Sc.N./B.N. | | | |
|---|-----------|-----------|---------------|
| | Effective | Effective | Effective |
| | Hourly | Hourly | April 1, 2010 |
| | Hourly | Hourly | Hourly |
| Start | | | \$28.94 |
| 1 Year | | | \$29.38 |
| 2 Years | | | \$29.86 |
| 3 Years | | | \$31.33 |
| 4 Years | | | \$32.81 |
| 5 Years | | | \$34.67 |
| 6 Years | | | \$36.51 |
| 7 Years | | | \$38.39 |
| 8 Years | | | \$39.92 |

Nurses in the position of Clinical Specialist or nurses who possess a Masters Degree in Nursing or in Public Health will receive a premium of two dollars (\$2.00) per hour up to and including Year 8 on Schedule "A".

LETTER OF UNDERSTANDING

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

BETWEEN:

**THE BOARD OF MANAGEMENT NORTHWESTERN HEALTH UNIT
(hereinafter referred to as the "Employer")**

AND:

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


RE: ONTARIO HEALTH INSURANCE PLAN


Until the introduction of the Employer Health Tax, the Employer paid the billed premium for the Ontario Health Insurance Plan. In the event the payroll tax is replaced by a premium-type system, Article 19.01 (a) will be reinserted into the Collective Agreement and will read as follows:

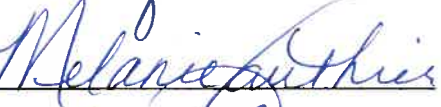
"19.01 (a) the billed premium for the Ontario Health Insurance Plan (or otherwise named Plan);"


DATED at Kenora, Ontario, this 11th day of November, 2010.

FOR THE EMPLOYER




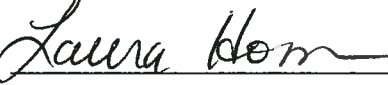






FOR THE UNION





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

BETWEEN:

THE BOARD OF MANAGEMENT NORTHWESTERN HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:

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

RE: CLINICAL SPECIALISTS – PROGRAM SPECIALISTS

The parties agree that the current two (2) positions of Clinical Specialist will be deemed "Program Specialists". Such positions will be paid at the applicable Collective Agreement rate and grandfathered to receive a premium of two dollars and eighty-six cents (\$2.86) per hour.

DATED at Kenora, Ontario, this 11th day of November, 2010.

FOR THE EMPLOYER

James R. [Signature] MD
[Signature]
Maria Lauthier
[Signature]

FOR THE UNION

Denis Hault LRO
Laura Horner

LETTER OF UNDERSTANDING

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

BETWEEN:

THE BOARD OF MANAGEMENT NORTHWESTERN HEALTH UNIT
(hereinafter referred to as the "Employer")

AND:

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

RE: PAY EQUITY FOR PUBLIC HEALTH REGISTERED NURSES

WHEREAS, the parties acknowledge the need to address the issues related to Pay Equity. The parties agree as follows:

1. The parties acknowledge their continued responsibility and commitment to maintain Pay Equity.
2. There is a Pay Equity Plan in place and that the job comparator is that of the Public Health Inspector within the Northwestern Health Unit.
3. That as part of the Pay Equity Maintenance Plan, all nurses at the Northwestern Health Unit will receive a pay equity adjustment, retroactive to April 1, 2010, to bring them into line with the current salary range of the comparator job of the Health Inspector at the Northwestern Health Unit. For clarity, the pay equity adjustment equates to 2.30% wage increase across all ONA Schedule "A" Classifications and Salary Ranges bringing the ONA top Step '8 Years' to parity with the top Step of the CUPE Public Health Inspector Grid at \$39.92 per hour.
4. That the April 1, 2010, pay equity adjustment satisfies both parties obligation for pay equity adjusted rates for the current period up to the date of the expiration of the Collective Agreement.
5. The Union and the Employer shall meet outside of collective bargaining and agree to establish a joint committee consisting of two (2) members of each of the Union and the Employer, including the ONA Labour Relations Officer or designate and the Chief Executive Officer or designate, with the intent of establishing a new Pay Equity Plan.
6. The parties shall meet initially no later than four (4) months after the ratification of the Collective Agreement to commence establishing a new Pay Equity Plan.
7. The parties shall complete the establishment of a new Pay Equity Plan prior to the expiration of the Collective Agreement and agree to implement any resulting pay equity adjustments.
8. Until the new Pay Equity Plan in #6 is established, the old Pay Equity Plan referenced in #2 will remain in effect.

DATED at Kenora, Ontario, this 11th day of November, 2010.

FOR THE EMPLOYER

Melanie Gauthier
[Signature]
James [Signature]
[Signature]

FOR THE UNION

Denis Nault LRO
Laura Blom

APPENDIX 1

**ONTARIO NURSES ASSOCIATION (ONA)
PUBLIC HEALTH UNIT (PHU)
PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

GUIDELINES AND TIPS ON ITS USE

Client care is enhanced if concerns relating to professional practice, client acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. This report form provides a tool for documentation to facilitate discussion and to promote a problem solving approach. ONA may use this information for statistical purposes and noting trends across the province.

THE FOLLOWING IS A SUMMARY OF THE PROBLEM SOLVING PROCESS. PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN YOUR PROFESSIONAL STANDARDS (e.g. CNO) AND/OR APPLICABLE COLLECTIVE AGREEMENTS.

STEPS IN PROBLEM SOLVING PROCESS

1. **At the time the workload issue occurs**, discuss the matter within the Team/Site/Program to develop strategies to meet client care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. supervisor) who has responsibility for timely resolution of workload issues.
2. Failing resolution of the workload issue at the time of the occurrence, discuss the issue with your Manager (or designate) on the Manager's or designate's next working day.
3. If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a PHU professional responsibility workload report form to the Employer within the number of days provided in your collective agreement of the alleged improper assignment. (See reverse side)
4. The Employer and Union need to meet to attempt to resolve the complaint to the satisfaction of both parties.
5. If the issue is not resolved at the meeting in (4) above, the LRO and/or Professional Practice Specialist shall meet with Management and attempt to resolve the complaint.
6. **If outlined in your collective agreement**, the form may be forwarded to an independent assessment committee within the requisite number of days of the meeting in (5) above and/or a grievance filed, if appropriate.
7. The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

TIPS FOR COMPLETING THE FORM

1. Review the form before completing it so you have an idea of what kind of information is required.
2. All dates required need to be in the following format: dd/mm/yyyy
3. If using the electronic form, wherever the form requires descriptions, the grey field will expand as you type. Print legibly if using the hard copy of this form. Keep a copy for your files.
4. Use complete words as much as possible – avoid abbreviations.
5. Report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
6. Identify the Professional Standards of practice/policies and procedures you feel you were unable to meet.
7. Do not, under any circumstances, identify clients.

SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURENCE

| | |
|--|--|
| <input type="checkbox"/> Change in Client/ Family needs. Provide details: | <input type="checkbox"/> Safety in Jeopardy. Please specify: |
| <input type="checkbox"/> # Family members | <input type="checkbox"/> Lack of /malfunctioning equip. Details: |
| <input type="checkbox"/> Clients assigned at time of occurrence: | <input type="checkbox"/> Weather / Conditions |
| <input type="checkbox"/> Non-nursing duties. Specify: | <input type="checkbox"/> Travel / Distance |
| <input type="checkbox"/> Ontario Public Health Standards not met | <input type="checkbox"/> Outbreak/ Presentation cancelled: |
| <input type="checkbox"/> # of new clients to be assessed | <input type="checkbox"/> # of transfers from service: |
| <input type="checkbox"/> Unanticipated Assignment /Uncontrolled variables: Pls. specify: | |
| <input type="checkbox"/> Other (specify): | <input type="checkbox"/> # of discharges from program |

SECTION 4: STAFFING/WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:

| | | | | | | |
|----------------------|------------------------------|-----------------------------|-------------------------|-------|------------------|------------|
| # Regular staff: | PHN | RN | NP | Other | Clerical support | IT Support |
| # Actual Staff: | PHN | RN | NP | Other | Clerical support | IT Support |
| Inexperienced Staff: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | How many? | | | |
| Staff Overtime: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | If yes, how many staff? | | Total Hours | |
| Breaks: Meal Period: | Missed | | Late | Taken | | |
| Rest Period: | Missed | | Late | Taken | | |

| At the time of the occurrence, the planned workload was: | # Planned | # Actual | Time Planned | Actual Time |
|--|-----------|----------|--------------|-------------|
| Home Visits/School Visits/Clinics/Telephone calls/Hospitals, etc | | | | |
| Public Meetings/Team meetings/office work, etc | | | | |
| Documentation/ Administration (i.e. Phone, paperwork, supplies) | | | | |
| Inservice Education/Presentations | | | | |
| Travel (number of trips) | | | | |
| Number of Clients Assessed | | | | |
| Other (i.e. giving a presentation, etc) | | | | |

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or

all of the following that apply:

Absence/Emergency Leave

Sick Call(s)

Vacancies

SECTION 5: REMEDY/ SOLUTION

(A) At the time the workload issue occurred, did you discuss the issue within the team/ site/ program?

Yes

No

Date (dd/mm/yyyy)

Provide details:

Was it resolved?

Yes

No

Date (dd/mm/yyyy)

(B) Failing resolution at the time of occurrence, did you seek assistance from the person (identify) designated by the employer as having responsibility for timely resolution of workload issues?

Yes

No

Date (dd/mm/yyyy)

Did the designated person with whom you discussed the occurrence provide guidance?

Yes

No

Date (dd/mm/yyyy)

Provide details:

Was it resolved?

Yes

No

Date (dd/mm/yyyy)

(C) Did you discuss the issue with your manager (or designate) on her/his next working day?

Yes No

Date (dd/mm/yyyy)

Provide details - (include names):

Was isolated incident resolved? Yes No

Date (dd/mm/yyyy)

If an ongoing problem, was the entire issue resolved? Yes No

Date (dd/mm/yyyy)

Were measures implemented to prevent re-occurrence? Yes No

Date (dd/mm/yyyy)

Provide details:

If staff made available, please identify the number of staff provided, their category and the amount of time they were available for:

| Category (PHN, RN, NP, Clerical, etc) | Amount of time Staff Available | Orientation to Site reqd.: Yes/ No. State orientation time (min/hrs) |
|---------------------------------------|--------------------------------|--|
| | | |

SECTION 6: RECOMMENDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- | | |
|---|---|
| <input type="checkbox"/> Inservice | <input type="checkbox"/> ↑ PHN Staffing |
| <input type="checkbox"/> Change Physical layout | <input type="checkbox"/> ↑ Support staffing |
| <input type="checkbox"/> Caseload Review for client/ family needs | <input type="checkbox"/> Review PHN:Client ratio |
| <input type="checkbox"/> Orientation | <input type="checkbox"/> Review policies and procedures |
| <input type="checkbox"/> Part-time pool | <input type="checkbox"/> Perform Workload Measurement Audit |
| <input type="checkbox"/> Professional Standards | <input type="checkbox"/> ↑ RN Staffing |
| <input type="checkbox"/> Review RN:Client ratio | |

Equipment: please specify:

Other: please specify:

SECTION 7: EMPLOYEE SIGNATURES

I / We request these concerns be forwarded to the Employer-Union Committee.

| | |
|------------------------------|-----------|
| Signature: | Phone No: |
| Signature: | Phone No: |
| Signature: | Phone No: |
| Signature: | Phone No: |
| Date Submitted: (dd/mm/yyyy) | Time : |

SECTION 8: MANAGEMENT COMMENTS : Please provide any information in response to this report, including any actions taken to remedy the situation, where applicable.

Management Signature:

Date: (dd/mm/yyyy)

SECTION 9: RESOLUTION / OUTCOME

Please provide details of resolution:

Attach on Letter of Understanding (LOU) resolution:

Date: (dd/mm/yyyy):

Signatures:

cc: ONA LRO, Bargaining Unit President, Employer and keep copy for self.