

COLLECTIVE AGREEMENT

BETWEEN

**CORPORATION OF THE COUNTY OF HURON
HEALTH UNIT**
(hereinafter referred to as the "Employer")

AND

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

Expiry Date: December 31, 2011

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION AND SECURITY	1
ARTICLE 3 - COMMITTEES	2
ARTICLE 4 - MANAGEMENT RIGHTS	3
ARTICLE 5 - MANAGEMENT GRIEVANCES	3
ARTICLE 6 - GRIEVANCE PROCEDURE	3
ARTICLE 7 – PROTECTION OF THE BARGAINING UNIT	5
ARTICLE 8 - SENIORITY AND JOB POSTING	5
ARTICLE 9 - LEAVE OF ABSENCE	9
ARTICLE 10 - SICK LEAVE AND LONG-TERM SALARY CONTINUANCE AND EMPLOYEE BENEFITS	13
ARTICLE 11 - VACATIONS	15
ARTICLE 12 - HOLIDAYS	16
ARTICLE 13 - BREAK PERIODS	17
ARTICLE 14 - TRANSPORTATION ALLOWANCE	17
ARTICLE 15 - HOURS OF WORK AND OVERTIME	17
ARTICLE 16 - WAGE RATES AND JOB CLASSIFICATIONS	19
ARTICLE 17 – NO STRIKES, NO LOCKOUTS	20
ARTICLE 18 - PROFESSIONAL RESPONSIBILITY	21
ARTICLE 19 - MISCELLANEOUS	21
ARTICLE 20 – TRAINING AND UPGRADING	22
ARTICLE 21 - LABOUR MANAGEMENT RELATIONS	23
ARTICLE 22 – AMALGAMATION AND MERGER	23
ARTICLE 23 - DURATION OF AGREEMENT	23
SCHEDULE “A”	25
SALARY SCHEDULE	25
APPENDIX “A”	27
SICK LEAVE BY-LAW	27
OFFICE CONSOLIDATION	27
LETTER OF UNDERSTANDING	31
Re: Job Sharing	31
LETTER OF UNDERSTANDING	34
Re: On Call/Standby protocol for Public Health Nurses	34
LETTER OF UNDERSTANDING	36
Re: Individual Special Circumstances Arrangement	36
LETTER OF UNDERSTANDING	37
Re: Effects on ONA Bargaining Unit	37

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, and to provide an orderly and amicable method of settling any differences or grievances which might possibly arise.
- 1.02 This Agreement shall apply to all registered and graduate nurses, and Nurse Practitioners employed by the Corporation of the County of Huron Health Unit, save and except supervisors and persons above the rank of supervisor.

ARTICLE 2 - RECOGNITION AND SECURITY

- 2.01 The Employer agrees to recognize the Ontario Nurses' Association as the sole collective bargaining agent for all employees covered in clause 1.02 in respect to hours of work, wages and working conditions.
- 2.02 All reference to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the Ontario Nurses' Association who are employees of the Corporation of the County of Huron Health Unit.
- 2.03 The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the Union if she wishes to do so and may refrain from becoming a member of the Union if she so desires.
- 2.04 The Employer and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union. It is further agreed between the parties that there will be no discrimination by either party covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation, political affiliation, or any other factor which is not pertinent to the employment relationship.
- 2.05 The Employer shall deduct each month from the pay of each employee covered under this Agreement, a sum equal to the regular monthly Union dues of a member. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union once each month its cheque for the dues deducted under this clause, together with a list of the names and social insurance numbers of the employees from whom such deduction have been made. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 2.06 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

ARTICLE 3 - COMMITTEES

- 3.01 The Employer shall recognize the following representatives of the Union:
- (a) A Negotiating Committee composed of the Bargaining Unit President, one full time and one part time Union member, paid by the Employer for all regular hours lost up to and including conciliation and whose duties shall be to negotiate renewal agreements and to discuss the administration of this Agreement. For this latter purpose, meetings may be called at the request of either party. It is understood the members of the team will be from different service teams if possible.
 - (b) A Grievance Committee which shall be composed of two (2) Union members and which shall be responsible for the handling of all grievances.
 - (c) A Union Management Committee composed of two (2) Union members to meet with an equal number of appointed representatives of the Employer. Meetings of this Committee will be held at the request of either party. The purpose of this Committee is to discuss matters relating to nursing and the provision of the best possible nursing care. A function of this Committee is the examination of those matters which are of mutual concern.
 - (d) Accident Prevention - Health and Safety Committee. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Health Unit in order to prevent accidents, injury and illness. The Employer agrees to form a committee under the terms and conditions of the applicable legislation.
 - (e) An employee's regular straight time hourly rate for all scheduled working hours shall be maintained while carrying out her duties as required under a), b), c) and d) above.
- 3.02 The Union shall have the right to have the assistance of a representative of the Ontario Nurses' Association from outside the employ of the Health Unit. It is understood and agreed that the Labour Relations Officer is the signing authority for the Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.
- 3.03 The Union will provide the Employer with the names of its officers, committee members and Union representatives. This list will be revised when changes occur.
- 3.04 The Union acknowledges that representatives, members of the Committees and Union Officers have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their Immediate Superior, and such permission shall not be unreasonably withheld. Employees granted permission to leave their work shall suffer no loss of remuneration. When resuming their regular duties, they shall report to their Immediate Superior.

The privilege of such representatives to leave their work without loss of salary for the purpose of meeting with the Employer shall be granted on the following conditions:

- (a) Such business must be between the Union and the Employer. Employees having grievances cannot discuss these with the representatives in working hours except in the case of a discharged employee.
- (b) The time shall be devoted to the prompt handling of the said business.
- (c) The time away from productive work shall be reported in accordance with the timekeeping methods of the Employer.
- (d) The Employer reserves the right to limit such time if the time so taken is unreasonable.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, suspend, discipline or discharge any employee for just cause, provided that a claim by an employee that there has been a violation of this Agreement, may be the subject of a grievance and dealt with as hereinafter provided.
- 4.02 The Union further recognizes the right of the Employer to operate and manage the Health Unit in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all of its offices in the County of Huron are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time, reasonable rules and regulations to be observed by the employees, but before altering any such rules the Employer will discuss same with the Union Grievance Committee and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

ARTICLE 5 - MANAGEMENT GRIEVANCES

- 5.01 It is understood that the Management may submit to the Union any complaint that a contractual obligation undertaken by the Union in this Agreement has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to a representative of the Union, whereupon it shall be discussed at Step No. 3 of the grievance procedure. Failing a satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer it to arbitration in accordance with the provisions of Article 6.07.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible and it is understood that any employee may present an oral complaint at any time, without recourse, to the grievance procedure herein.

6.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the investigation or complaint stages, a nurse is entitled to be represented by her union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the Bargaining Unit president or her designate.

The Employer agrees that where a nurse is required to attend a meeting with the Employer that may lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the meeting.

6.03 A grievance shall be defined as a complaint regarding the interpretation or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that she has been discharged or disciplined without just cause.

6.04 No grievance or complaint shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance; in the case of a grievance involving computation of pay, the grievance may be filed within five (5) days after receipt of pay.

6.05 The following shall be the procedure in processing and handling grievances.

Step No. 1

The aggrieved employee shall present her grievance in writing to her immediate supervisor. She shall have the assistance of a member of the Grievance Committee if she so desires. A decision is to be given to the employee concerned, in writing, within five (5) working days or any longer period which may be mutually agreed upon and if the settlement is not satisfactory to the employee, the next step in the grievance procedure may be taken within five (5) working days thereafter.

Step No. 2

The aggrieved employee may submit her grievance, in writing to the Department Head, who shall consider it in the presence of the person presenting same and render his decision in writing. The aggrieved employee shall have the assistance of a member of the Grievance Committee if she so desires. Should no settlement satisfactory to the employee concerned be reached within five (5) working days, or any period mutually agreed upon, the next step in the grievance procedure may be taken within five (5) working days thereafter or a mutually agreed upon extension.

Step No. 3

The aggrieved employee may submit her grievance in writing to the Director of Human Resources. The Grievance Committee, as constituted under Article 3, may be present at this stage at the request of the Ontario Nurses' Association if they so desire.

6.06 Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

- 6.07 (a) In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) All such cases shall be taken up within five (5) working days and disposed of within ten (10) working days (or such longer period as may be mutually agreed upon) of the date the employee is notified in writing of her discharge except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that she has been unjustly discharged from her employment, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer within five (5) working days after the employee is notified in writing of her discharge or within five (5) working days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior to Step 3 shall be omitted in such cases.
- (c) Such special grievances may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

6.08 Arbitration

When either party decides to submit a grievance to arbitration, it will notify the other party in writing within ten (10) working days after receiving the response at Step No. 3. The notice shall name its nominee for the Board of Arbitration. Within ten (10) working days of receiving that notice, the recipient shall reply in writing naming its nominee to the Board of Arbitration.

- 6.09 Within ten (10) working days thereafter, if the nominees to a Board of Arbitration are unable to agree on a Chairperson within a further period of five (5) working days, either party may then request the Minister of Labour for the Province of Ontario to appoint the Chairperson.
- 6.10 Each of the Parties hereto will bear the expenses of the Nominee appointed by it, and the Parties will jointly bear the expenses of the Chairperson of the Arbitration Board.
- 6.11 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties to the Agreement.

ARTICLE 7 – PROTECTION OF THE BARGAINING UNIT

- 7.01 The Board of Health agrees not to contract out work presently performed by members of this Bargaining Unit.

ARTICLE 8 - SENIORITY AND JOB POSTING

- 8.01 (a) Seniority is defined as the length of continuous service with the Employer since the last date of hire, but adjusted to recognize any periods of leave of absence in which seniority was maintained, but did not accumulate.

- (b) Temporary employees do not accrue seniority. However, where a temporary employee is subsequently hired as a permanent employee without any break in service of more than thirty (30) calendar days, her service and seniority shall date from the date of her employment as a temporary replacement.
- (c) When a new employee is hired, such employee shall be on probation for a period of sixty-five (65) working days. Employees retained past the probationary period shall be placed on regular staff and credited with seniority from the date last hired. The discharge of probationary employees shall not be the subject of a grievance.
- (d) An employee's full seniority and service shall be retained by the employee in the event she transfers from full-time to part-time and vice versa. A part-time employee who changes her status to full-time will be given seniority credit on the basis of 1820 paid hours of part-time being equivalent to one (1) year of full-time service and vice versa. In addition an employee who is so transferred will be given credit for paid hours accumulated since date of her last advancement.

8.02

- (a) A copy of the seniority list, as at December 31 and June 30 of each year, will be filed with the Union by February 1 and September 15 and shall be posted on a bulletin board accessible to all employees. Any errors or omissions will be brought to the Employer's attention within sixty (60) days of the posting to be corrected within another thirty (30) days, after which the seniority list will be deemed to be correct and final.
- (b) The employer shall maintain a seniority list showing the date upon which each employee's service commenced and the total number of hours paid since date of hire in accordance with Article 8.01 above. Current full-time employees will have their seniority converted to hours based on 1 year of service equalling 1820 paid hours.
- (c) Full-time employees will be credited with 1820 hours of seniority for each year of employment adjusted to reflect any periods of employment where seniority is retained but not accumulated.
- (d) Part-time employees will be credited for seniority on the basis of hour for hour for each hour paid adjusted to reflect any periods of employment where seniority is accumulated and not paid.

8.03

When vacancies occur or new jobs are created, these positions will be posted within two (2) weeks of the approval of the Employer to post the position in a manner accessible to all employees. Such job posting shall be for a period of ten (10) days, during which time employees will have the opportunity to apply, but outside advertising may take place simultaneously with job postings when deemed necessary upon mutual agreement between the Employer and the Union. All employee applicants will be notified by letter not more than one (1) week after the position has been filled of the name of the successful applicant. If an employee with greater seniority is denied the posting, the reasons for such denial may be discussed with the employee if requested.

- 8.04 A nurse may make a written request for transfer to another quad or program within the Health Unit. Such requests will be maintained by the Employer within the Health Unit. Such request will be maintained by the Employer for a period of twelve (12) months, and shall be considered as an application for any job postings/reassignments for the requested quad or program.
- 8.05 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
- i) approved leave of absence with pay;
 - ii) approved leave of absence without pay up to a period of three (3) months in any calendar year;
 - iii) when in receipt of Workplace Safety Insurance Benefits up to twenty-four (24) months;
 - iv) when in receipt of Long Term Disability benefits up to twenty-four (24) months;
 - v) when on short term sick leave as referred to in Appendix "A" of the Collective Agreement;
 - vi) when on service for the Canadian Armed Forces to the extent required by the laws of the Government of Canada;
 - vii) parental/pregnancy leave to a maximum of fifty-two (52) weeks;
- (b) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
- i) approved leave of absence without pay in excess of three (3) months in any calendar year;
 - ii) when in receipt of Workplace Safety Insurance Benefits in excess of twenty-four (24) months;
 - iii) when in receipt of Long Term Disability benefits in excess of twenty-four (24) months.
- (c) Seniority shall terminate and an employee shall cease to be employed by the Employer when she:
- i) resigns for any reason;
 - ii) is discharged for just cause and is not reinstated
 - iii) retires or is retired under Employer Policy
 - iv) is laid off for eighteen (18) calendar months;

- v) is absent from work for a period in excess of three (3) consecutive scheduled working days without notifying the employer unless an acceptable reason is given to the employer;
- vi) overstays a leave of absence and fails to provide an acceptable reason for such absence.
- vii) is a casual nurse and hasn't worked for the County of Huron Health Unit for twelve (12) months.

This clause will be interpreted in a manner consistent with Human Rights Code and Employment Standards Act.

- 8.06
- (a) An employee, who is a member of the bargaining unit and is transferred out of the bargaining unit for a specific term or position which does not exceed a period of twelve (12) months will be returned to her former position in the bargaining unit without any loss of seniority, service or benefits.
 - (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of twelve (12) months, 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 or his return to the bargaining unit.
 - (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
 - (d) A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.
 - (e) A nurse who accepts a transfer under this Article will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.
- 8.07
- In cases where performance, ability and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotion or any vacancy or new job created.
- 8.08
- (a) Layoffs shall be made on the basis of the seniority list provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to do the work which is available. Employees will be recalled in the reverse order to which they were laid off, provided however, they are qualified and willing to do the work in the job openings then available. Subject to the foregoing, temporary nurses shall be laid off first followed by probationary nurses. New employees or temporary employees will not be hired until those employees on layoff have been given opportunity of recall.
 - (b) In the event of a layoff, the Employer will give the Union thirty (30) days' notice of such layoff. The Parties will then meet to review the layoff and its implementation. Any agreement between the Parties resulting from their

review concerning the method of implementation will take precedence over the terms of Article 8.07.

- (c) Notice to the employee will be in accordance with the Employment Standards Act or pay in lieu thereof.
- 8.09
- (a) A full-time employee is one whose normal hours of work shall be seventy (70) hours in a bi-weekly pay period as referred to in Article 14 of the Collective Agreement.
 - (b) A regular part-time employee is one who is required to work on a regularly scheduled basis but not full time.
 - (c) A temporary employee is one who is required to replace a regular employee on pregnancy and/or parental leave, long-term salary continuance, leave of absence without pay or due to an increase in workload, but is not continued to be employed after the termination of the vacancy or fifteen (15) months whichever is the lesser or any such longer period which may be mutually agreeable to the Parties.
 - (d) A casual part-time employee is one who is required to work on an irregular basis (called in as may be required). A casual part-time employee may accept a temporary position and return to casual status when the temporary position to which she was assigned is completed.
- 8.10
- The Employer agrees to consult with an employee thirty (30) days prior to transferring her from one geographical territory to another within the County of Huron outlining:
- (a) the reasons for the transfer;
 - (b) services to be performed;

ARTICLE 9 - LEAVE OF ABSENCE

9.01 Bereavement Leave

When a death occurs in the immediate family of a regular employee, she shall be granted not more than five (5) calendar days leave of absence from her employment without loss of pay. Immediate family is defined as mother, father, brother, sister, wife, husband, common-law spouse, child or stepchild, grandparents, grandchildren, mother-in-law or father-in-law.

The Employer further agrees to grant leave of absence of one (1) day without loss of pay to the employee suffering the death of her brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle. If special circumstances arise or travel is required, the one (1) day allowance shall be increased to a maximum of three (3) days, for the purpose of attending the funeral.

The Employer may extend leaves or grant leave for close family relationships, with or without pay, at his discretion.

“Immediate family” and “In-laws” as set out above shall include the relatives of the employee’s current spouse.

9.02

Union Leave

- (a) The Employer shall grant leave of absence without pay and without loss of seniority to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings or if elected to the position of Local Coordinator. It is understood that such leave shall not result in additional expense to the Employer and that mutual arrangements have been made for the periods of duty. During such leave of absence the employee’s salary and applicable benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Employer in the amount of the daily rate of the employee.
- (b) An employee who is elected to the office of the President of the Ontario Nurses’ Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to six (6) years. During such leave of absence, salary and benefits except where prohibited by the governing master policy for the benefit will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employer contributions to benefits.

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

An employee who is elected to the office of the President of the Ontario Nurses’ Association shall be returned to her former position upon termination of office.

9.03

The Employer may grant leave of absence without pay if the employee requests it in writing from the Employer and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Health Unit. If such leave is for a period in excess of twelve (12) months, the employee will only be returned to employment when a position for which she is qualified becomes open.

9.04

Jury and Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who is required to serve as a juror or witness in any court, coroner’s inquest or at the College of Nurses. The Employer shall pay such employee the difference between her normal earnings and the payment she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. The employee will also, at the option of the Employer present proof by way of subpoena or otherwise that she must attend as a juror or witness.

9.05 Parental/Pregnancy Leave

Parental/Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (ESA). A copy of the Employment Standards Act will be readily accessible to the nurses at all times. Any nurse, on request will be provided with a copy of Section 46-49 of the Employment Standards Act.

- (a) An additional seventeen (17) weeks leave of absence without pay, employer contributions to benefits, or credit for service or seniority, will be granted upon request. Such request must be submitted at the same time as the request for Parental leave is submitted.
- (b) An employee who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance Parental/Pregnancy Benefits pursuant to the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefit and other earnings. Such payment shall commence following the completion of the two-week employment insurance waiting period, and receipt of employment insurance parental/pregnancy benefits, and shall continue while the employee is in receipt of such benefits. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit (currently 26 weeks).
- (c) An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take, or takes pregnancy leave or parental leave.
- (d) Where an employer fails to comply with the provisions of this article, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this article and may order what compensation shall be paid by the employer to the Director in trust for the employee.

9.06 Wages or salary for time lost due to compulsory quarantine shall be paid to employees when certified by a medical officer, and shall not be chargeable to sick leave.

9.07 The Employer may grant a compassionate leave of absence with or without pay.

9.08 Education Leave

- (a) The Employer may grant a leave of absence with pay for the purpose of postgraduate education for up to thirty (30) working days in any one year. The application shall be made to the Director of the Health Unit and shall contain:

- i) a course outline;
 - ii) a clear description of how the course completion will benefit the Employer.
- (b) The Employer may enter into an agreement with any employee requesting educational leave for post graduate education under such terms and conditions (with regard to job security, salary, tuition, seniority and benefits) as may be mutually agreeable between the parties.

9.09 Except as otherwise provided for in this Collective Agreement, if an employee's absence without pay from the Health Unit exceeds three (3) continuous calendar months, she will not accumulate service for purposes of vacation entitlement and sick leave benefit for the period of the absence in excess of three (3) continuous calendar months.

Except as otherwise provided for in this Collective Agreement, in the case of unpaid approved absences in excess of thirty (30) calendar days, an employee may arrange with the Employer to prepay the full premium of the subsidized employee benefits for the period of the leave in excess of the thirty (30) continuous calendar days to ensure coverage.

9.10 Four Years Over Five Plan

- (a) Description - The Four Years Over Five Plan has been developed to afford employees the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years' salary over a five (5) year period.
- (b) Application – An employee shall be entitled to join the plan by registering with the Employer before the end of any month to commence deduction two (2) months later in the same year so that the leave may commence the beginning of the latter month four (4) years later. The Employer shall limit the number of employees to one (1) employee per year and seniority shall be the deciding factor when some of the applicants have to be denied.
- (c) Payment Formula and Leave of Absence
- i) In the first four (4) years, an employee will be paid 80% of her/his regular salary. The remaining 20% of salary will be deposited in a bank account. The total amount of that bank account, excluding interest, shall be paid to the employee during the year of leave. Payment will be made through the payroll of the Employer, who will be reimbursed by the bank on a bi-weekly basis.
 - ii) Employees' benefits will be maintained by the Employer during their leave of absence, with the exception of STD and WSIB benefits.
 - iii) The leave of absence shall be taken only in the fifth year of the plan. The employee shall accumulate seniority during leave of absence under this plan.

- (d) Terms of Reference
- i) On returning from leave, an employee shall be posted to a similar position to that which he/she held immediately prior to going on leave, and shall be paid in accordance with the then existing Schedule "A".
 - ii) In the event of death or termination of employment, any monies on deposit to the credit of the employee including any accrued interest will be returned to the employee or the employee's estate.
 - iii) The Employer and the employee may agree to defer the leave of absence for any reason.
 - iv) Pension deductions are to be continued providing the Ontario Municipal Employees Retirement System (O.M.E.R.S.) approves this plan for pension purposes.
 - v) An employee may withdraw from the Plan any time up to twelve (12) months prior to the date the leave of absence is to begin. Upon withdrawal, any monies accumulated, including any accrued interest, will be paid to the employee within sixty (60) days of notification of his/her desire to leave the plan.
 - vi) The employee shall not be entitled to vacation credits during his/her leave of absence.
 - vii) The employee shall not be paid for sick leave during his/her leave of absence.

Alternate time frames will be discussed at an employee's request.

ARTICLE 10 - SICK LEAVE AND LONG-TERM SALARY CONTINUANCE AND EMPLOYEE BENEFITS

- 10.01 The Parties hereto agree to the terms and conditions of the Sick Leave and Long-Term Salary Continuance Plan provided by the County of Huron, more particularly described in By-Law #25, 1996 and attached hereto as Appendix "A". Any change or amendments in the Short Term Sick Leave/Disability Plan or Long-Term Salary Continuance Plan would be subject to Union approval.
- 10.02 The Employer shall pay the cost of premiums of the following benefits for all full-time regular employees which shall be subject to the terms and conditions of the governing master insurance policies in the percentages indicated:
- (a) One hundred percent (100%) of the present hospital and life insurance benefits in force in the County of Huron, or equivalent.
 - (b) One hundred percent (100%) of the Major Medical Insurance Plan in force in the County of Huron, or equivalent.

- (c) One hundred percent (100%) of the Blue Cross Basic Optical Plan in force in the County of Huron, or equivalent.
 - (d) Seventy-five percent (75%) of the Preventative Basic Dental Care Plan in force in the County of Huron, or equivalent.
- 10.03 The Employer agrees to continue to provide pension benefits in accordance with the OMERS and the Canada Pension Plan.
- 10.04 Regular part-time employees shall receive all Welfare Benefits and participate in the Sick Leave and Long-Term Salary Continuance Plan subject to the conditions of the master contracts.
- 10.05 Employees, who are between fifty-five (55) and sixty-five (65) years of age with a minimum of twenty-five (25) years of service with the Employer, shall be allowed to take early retirement. The cost of basic OHIP, health care, semi-private hospital coverage and \$5,000 of Group Life Insurance will be cost shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee. Employee shall be required to pay to the Treasurer, County of Huron, their share of the fringe benefit costs monthly in advance.
- 10.06 The age of retirement for nurses shall be in accordance with the applicable Provincial legislation.
- Nurses who are actively employed and reach age 65 will continue to receive all benefits in the collective agreement including but not limited to sick leave, health and welfare benefits and pension as they did prior to the nurse's 65th birthday, with the exception of life insurance which carries a maximum of \$3,000 per the carrier's policy, and LTD.
- 10.07 The Employer may substitute another carrier for any of the insured plans referred to herein or make changes to the benefit package provided that the pool of benefits will be equivalent to plans presently in effect, with the agreement of the Union. Any benefit improvements within the changes to the pool of benefits and as approved by Council during the term of this Collective Agreement will be applied to the members of the bargaining unit.
- 10.08
- (a) If an employee becomes disabled with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.
 - (b) Prior to any employee returning to work from illness or disability requiring prolonged modified/light/alternate work, the Employer will notify and meet with representatives of the Union and the employee to consult on a back to work program for the employee. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provisions of the Agreement.
 - (c) Positions established under this Article will not constitute new classifications and shall lapse upon return to regular duties, termination, resignation, or retirement of the employee in question.

ARTICLE 11 - VACATIONS

11.01 Vacations with pay will be granted in accordance with the following: Vacation periods, calculation of pay, length of service and pay distributions will be based on a vacation year. The vacation year will be from July 1st to June 30th.

- (a) Employees who have not completed a full year of employment by June 30th of any year will receive such vacation as is proportionate to the length of time that they have worked during the vacation year, and any employee who has worked for six (6) months will be automatically entitled to ten (10) working days vacation with pay.
- (b) Vacation with pay shall be granted to all employees in the bargaining unit on the following basis who have completed:
 - i) 1 year of service - twenty (20) working days with pay.
 - ii) 10 years of service – twenty-five (25) working days with pay.
 - iii) 21 years of service – twenty-six (26) working days with pay.
 - iv) 22 years of service – twenty-seven (27) working days with pay.
 - v) 23 years of service – twenty-eight (28) working days with pay.
 - vi) 24 years of service – twenty-nine (29) working days with pay.
 - vii) 25 years of service – thirty (30) working days with pay.
- (c) Regular part-time employees and temporary employees shall be entitled to vacation pay in accordance with the vacation entitlement of full-time employees. For the purposes of this Article, 1820 paid hours equals one (1) year of full-time service. Vacation pay will be paid on gross earnings excluding payments in lieu of benefits as follows:

i) equivalency of less than ten (10) years service	8%
ii) equivalency of ten (10) years service but less than twenty-five (25) years of service	10%
iii) equivalency of twenty-five (25) years service or more	12%

Vacation pay shall be paid following the last pay in December.

Any such employee may take time off without pay in accordance with the above prorated in weeks at a mutually agreeable time within the vacation year only.

- (d) Casual part-time employees shall receive vacation pay in accordance with the Employment Standards Act.

- (e) Effective upon ratification, paid vacation shall not be earned while the employee is absent for any reason other than vacation, paid leaves of absence, or while receiving STD benefits, for a period in excess of thirty (30) consecutive days. Unpaid vacation time shall continue to accrue for employees absent for layoff, unpaid leaves of absence, LTD, compensable injury or pregnancy/parental leaves.
- 11.02 All normal deductions made from an employee's pay will be made from the vacation pay.
- 11.03 An employee on cessation of employment prior to June 30th in any year shall receive such vacation as she is entitled to proportionate to the length of time she has worked during the vacation year.
- 11.04 Vacation schedules are subject to the approval of the Employer

ARTICLE 12 - HOLIDAYS

- 12.01 (a) The following shall be recognized as paid holidays under this Agreement:
- | | |
|-----------------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day (July 1st) | Remembrance Day |
- One (1) working day preceding Christmas Day. One-half (1/2) working day preceding New Year's Day.
- (b) An "eligible employee" as used in this Article is one who:
- i) performs work during the payroll period in which the holiday is observed, except when absent due to verified illness or other approved absence;
 - ii) works as scheduled or assigned both on her last scheduled working day prior to and her first scheduled working day following the holiday, except when absent due to verified illness or other approved absence.
- (c) An eligible employee who is not required to work on one of the above-mentioned holidays shall suffer no deduction in her salary by reason of the occurrence of the said holiday.
- 12.02 An employee who is required to work on any such holiday and works on the said holiday shall receive one and one-half (1 ½) times her basic straight time rate of pay for work performed on the holiday, as well as pay for the statutory holiday, if eligible. An employee who is required to work on any such holiday may take a day off without pay at a mutually agreeable time within sixty (60) days of the holiday worked.

ARTICLE 13 - BREAK PERIODS

- 13.01 The Employer will allow break periods on the basis of one (1) fifteen (15) minute period for each half of the working day.

ARTICLE 14 - TRANSPORTATION ALLOWANCE

- 14.01 Each full-time employee covered by this Agreement who is required to operate her automobile in the course of her employment shall have the option of entitlement to:

- (a) a basic car allowance of eighty dollars (\$80.00) per month plus thirty-seven cents (37¢) per kilometre, or
- (b) mileage allowance of forty cents (40¢) per kilometre.

Each employee is responsible to notify the Employer before submitting January expenses, of any change to their reimbursement option.

- 14.02 Each part-time employee covered by this Agreement who is required to operate her automobile in the course of her employment shall be entitled to the same options outlined in 14.01, in pro-rated amounts.

- 14.03 Each casual employee covered by this Agreement who is required to operate her automobile in the course of her employment shall be entitled to mileage allowance of forty cents (40¢) per kilometre.

- 14.04 It is understood that the mileage rate as referenced in this Article will be adjusted immediately to reflect any increase to the current non-union County of Huron employees mileage rate/car allowance, and that the rate referenced in 14.01 (a) in conjunction with a monthly allowance, will be maintained at a maximum of three cents (3¢) per kilometre below the rate without a monthly allowance.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 The normal hours of operation for the Health Unit are 8:30 a.m. to 4:30 p.m. Monday to Friday. However, it is recognized that the nature of community health nursing often requires flexible work hours.

- 15.02 The normal workday shall consist of seven (7) paid hours, and sixty (60) minutes unpaid meal break and two (2) fifteen (15) minute paid coffee breaks.

- 15.03 The normal work week will be thirty-five (35) hours per week or shall be on average seventy (70) hours over a biweekly pay period.

- 15.04 A nurse may, at her own discretion, adjust her work time within a bi-weekly pay period in consultation with the team and the approval of the manager. If due to unusual circumstances any additional time is required to take the earned flex time, it will be discussed with and approved by the Manager.

- 15.05 For the purposes of Workplace Safety and Insurance Board (WSIB) and insurance requirements, Nurses will maintain a planned and updated activity schedule that is kept on their desk. A planner will be provided to each nurse for this purpose.
- 15.06 A nurse who is required to work on any paid holiday and works on the said holiday shall receive one and one-half (1 ½) times her basic straight time rate of pay for work performed on the holiday, as well as pay for the statutory holiday, if eligible. An employee who is required to work on any such holiday may take a day off without pay at a mutually agreeable time within sixty (60) days of the holiday worked.
- 15.07 Full time Only:
- All work in excess of seventy (70) hours in a biweekly pay period will be compensated in pay at the rate of time and one-half or time off equivalent to the applicable premium rate. The time off will be taken at a time mutually agreed upon with her/his immediate supervisor. It is understood that overtime worked shall be pre-approved by the Manager or Director.
- Part time only:
- All work in excess of the pre-determined hours in a biweekly pay period will be compensated in pay at a rate of time and one-half or time off equivalent to the applicable premium rate. The time off will be taken at a time mutually agreed upon with her/his immediate supervisor. It is understood that overtime worked shall be pre-approved by the Manager or Director.
- For accumulation of overtime up to and including 35 hours total, the employee will have the option as to whether to be paid or take time off.
- For any accumulation in excess of thirty-five hours, the Employer, in consultation with the employee, will determine whether the OT will be settled by payout or time off.
- For part time employees, the same policy for pay out or time off in the case of overtime will apply on a pro rata basis.
- 15.08 The provision of service remains a priority. The work demands/responsibilities /needs of the team must be given every consideration. Flexible work hours must be scheduled in advance (e.g. at the team's monthly meeting) with the employer's approval. Coverage between the hours of 8:30 am and 4:30 pm remain the priority when setting the schedule.
- 15.09 It is understood that where client needs and/or work demands require scheduling changes, the Employer, in consultation with the team, may alter the scheduled work hours to meet those needs.
- Nothing in this article is to be interpreted to limit the right of the employer to schedule work hours to specific employees as needed
- 15.10 Employees required to work more than two (2) hours overtime in any normal day or shift shall be provided with a meal by the Employer not to exceed ten dollars (\$10.00).

15.11 Where there is a reduction in staffing implemented in advance of a scheduled clinic, nurses will be removed from the schedule by reverse order of seniority as follows: casual nurses, temporary part time nurses, regular part time nurses, and full-time nurses. Reductions in staffing will be completed with a minimum of twenty-four (24) hours notice. In the event that a clinic is cancelled with less than twenty-four (24) hours notice, nurses who were scheduled to work will receive two (2) hours pay.

In the event that a clinic is less busy than anticipated and it is determined fewer nurses are required to fulfill the needs of the clinic, nurses can volunteer to leave and will be released from the clinic in order of seniority. In the event not enough nurses volunteer to leave early, nurses will be sent home in reverse order of seniority as follows: casual nurses, temporary part time nurses, regular part time nurses and full time nurses. Nurses shall be paid for all hours worked with a minimum guarantee of four (4) hours pay. There will be no compensation for scheduled hours that were voluntarily relinquished.

ARTICLE 16 - WAGE RATES AND JOB CLASSIFICATIONS

16.01 (a) The Wage Rates and Job Classifications are set forth in Schedule "A" and remain in effect for the duration of this Agreement.

(b) Each full-time employee will advance from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her anniversary date.

Where the employee is absent from the Health Unit and not accumulating seniority, her advancement to the next level of the salary schedule will be extended by the length of the absence for which she has not accumulated seniority.

(c) Each part-time and temporary employee shall be placed on the salary grid in accordance with Article 16.03 and will advance on the Salary Schedule based on 1820 paid hours equals one (1) year of service.

(d) A full-time employee whose status is altered to part-time or vice versa shall maintain her level on the salary grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of her last advancement.

16.02 (a) The Employer agrees that the establishment of any new classification shall be on the basis of fairness and equity and will apply to only newly created positions or the revision of present positions where there has been a significant change in responsibilities. The rates established for such new positions shall be based on the rate structure herein.

(b) The Employer agrees to notify the executive of the Union whenever a new employee is hired or an employee currently employed is reassigned to another job classification or a new classification is established. The executive of the Union will also be informed of the pay rate of such classification and the rate at which the person fulfilling that job classification will be paid.

- 16.03 Credit for previous relevant experience is assessed to determine the appropriate starting salary. Credit for relevant experience in the ten (10) years prior to being employed by the Employer is normally granted to a maximum of Year six (6) on the salary:
- (a) An employee who has had previous relevant experience which has been beyond the ten (10) year period, but who has recently upgraded her education and skills through further schooling, may be given consideration for adjustment in starting rates, but would not be placed above Year three (3) on the salary schedule.
 - (b) All employees must show satisfactory proof of their relevant experience to the Employer, either by letter from a former employer or by investigation by the Employer.
- 16.04 When an employee decides not to report to the workplace due to adverse weather which makes driving hazardous, the employee shall make arrangements with her supervisor to make up the time away from work, using a vacation day, accumulated overtime, flex time, or a no pay day. In any case, it is the employee's responsibility to notify her supervisor as soon as possible, of her decision not to report to work.
- If the office is closed by the Chief Administrative Officer of the County of Huron or his designate due to weather conditions preventing the employee from reporting to the Health Unit Office or causing the employee to leave the office early then the employee shall not suffer a loss of pay for the time lost.
- 16.05 An employee who transfers to a higher paid classification within the Bargaining Unit will be placed on the level of the salary grid of a higher paid classification which is closest to the salary range of her previous classification and she shall receive no less than the rate of pay of her previous classification.
- 16.06 Part-time, casual and temporary employees who are regularly employed for less than twenty-eight (28) hours per week shall be entitled to two dollars (\$2.00) per hour in lieu of benefits outlined in Article 10.
- Effective January 1, 2009 this amount will be increased to two dollars and ten cents (\$2.10) per hour.
- Effective January 1, 2010 this amount will be increased to two dollars and twenty cents (\$2.20) per hour.
- Effective January 1, 2011 this amount will be increased to two dollars and thirty cents (\$2.30) per hour.

ARTICLE 17 – NO STRIKES, NO LOCKOUTS

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

- 17.02 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Step No. 3 of Article 6.
- 17.03 The Union further agrees that it will not involve any employee of the Employer, or the Employer itself, in any disputes which may arise between any other employer and employees of such other employer.

ARTICLE 18 - PROFESSIONAL RESPONSIBILITY

- 18.01 The Employer recognizes that employees have obligations under the Regulated Health Professions Act. Problems related to such obligations shall be referred to and considered by the Union Management Committee.

ARTICLE 19 - MISCELLANEOUS

19.01 Bulletin Boards

The Employer shall provide bulletin boards in the various Health offices which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices which may be of interest to the employees.

- 19.02 Copies of the current Collective Agreement will be provided to each employee. The Employer will arrange printing of the Collective Agreement in an agreed upon format. The cost of printing will be shared equally by the Employer and the Local Union.

19.03 Access to Files

(a) A copy of any completed evaluation which is to be placed in a employee's file shall be first reviewed with the employee. The employee 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. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

(b) Each employee shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the employee at her request.

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

(c) Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that such employee's record has been discipline-free for one (1) year.

- 19.04 Within two (2) weeks following a nurse's termination of employment, the Employer will provide her or him with a letter detailing her or his years of experience in the employment agency. In the case of part-time employees, such experience shall be expressed as hours worked.

19.05 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon recommendation of the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated and or take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication. Where possible, the influenza vaccine will be offered to employees at the Health Unit free of charge.

If the employee fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak that he/she may be directly involved in until such time as the employee has been cleared by the Medical Officer of Health or the Employer to return to the work environment. If a nurse is placed on unpaid leave, she or he can use banked time or vacation credits in order to keep her or his pay whole.

If an employee refuses to take the required medication because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees covered by the Collective Agreement.

If an employee gets sick as a result of the vaccination, and applies for WSIB, the employer will not oppose the claim.

If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or antiviral medication, she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.

- 19.06 Employees who are required to use cell phones in the course of their duties and who do not have employer-provided phones, shall, upon providing proof of activation, be reimbursed in the amount of twenty-five dollars (\$25.00) per month for the expense. Expenses will be pro-rated for part-time employees. Such reimbursement will be subject to Revenue Canada regulations as they may be from time to time.

ARTICLE 20 – TRAINING AND UPGRADING

- 20.01 In the event that the Employer should introduce new methods or machines which require new or greater skills than are presently possessed, the present staff shall be given the opportunity where practicable to upgrade themselves through study courses or training. Such courses or training shall be conducted during regularly scheduled working hours. The Employer shall pay the cost of any approved courses or training.

- 20.02 The Parties agree that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the employees. Accordingly, when an employee is required by the Employer to attend education courses, work related seminars or workshops, travel time and the time spent taking the above-mentioned

shall be recognized as hours of work and be paid accordingly, with mileage to and from the course location.

The Employer will reimburse the employee upon proof of successful completion of any educational course, work related seminar or workshop of the nurse's choosing, which was pre-approved by the Employer. Payment will include the course costs and time spent in attendance at the course or workshop.

ARTICLE 21 - LABOUR MANAGEMENT RELATIONS

21.01 Representation

No individual or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its Supervisory or other personnel with whom the Union may be required to transact business.

21.02 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 22 – AMALGAMATION AND MERGER

22.01 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with another organization, the Employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor Employer. The Employer agrees to include the Union in all discussions pertaining to the retention of seniority and benefits of the Union's members.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall remain in full force and effect from January 1, 2008 to December 31, 2011, and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days prior to the termination of this Agreement.

23.02 During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

23.03 All employees in the bargaining unit as of January 1, 2008 are entitled to retroactivity on the basis of the biweekly wage increase effective January 1, 2008. The Employer will notify employees who have left its employ prior to the date hereof at the last address recorded with the Employer and will furnish the Union with a copy of the notices sent. Former employees will have thirty (30) days from the date of notification to claim retroactivity failing which individual claims will be deemed to have been abandoned.

SCHEDULE "A"**SALARY SCHEDULE****January 1, 2008**

	<u>Registered Nurse</u>	<u>Public Health Nurse</u>	<u>Nurse Practitioner</u>
Start	\$ 24.05	\$ 26.93	\$ 37.03
1 Year	24.43	27.36	37.62
2 Years	25.26	28.29	38.39
3 Years	26.13	29.26	39.71
4 Years	27.26	30.53	41.43
5 Years	28.72	32.16	43.64
6 Years	30.28	33.91	45.71
7 Years	31.81	35.62	48.34
8 Years	33.58	37.60	51.03
25 Years	34.25	38.36	52.16

January 1, 2009

	<u>Registered Nurse</u>	<u>Public Health Nurse</u>	<u>Nurse Practitioner</u>
Start	\$ 24.77	\$ 27.74	\$ 38.14
1 Year	25.17	28.18	38.75
2 Years	26.02	29.14	39.54
3 Years	26.91	30.14	40.90
4 Years	28.08	31.45	42.67
5 Years	29.58	33.13	44.95
6 Years	31.19	34.92	47.08
7 Years	32.76	36.69	49.79
8 Years	34.59	38.73	52.56
25 Years	35.28	39.51	53.73

January 1, 2010

	<u>Registered Nurse</u>	<u>Public Health Nurse</u>	<u>Nurse Practitioner</u>
Start	\$ 25.51	\$ 28.57	\$ 39.28
1 Year	25.92	29.03	39.91
2 Years	26.80	30.01	40.73
3 Years	27.72	31.04	42.13
4 Years	28.92	32.39	43.95
5 Years	30.47	34.12	46.30
6 Years	32.12	35.97	48.49
7 Years	33.75	37.79	51.28
8 Years	35.63	39.89	54.14
25 Years	36.34	40.69	55.34

January 1, 2011

	<u>Registered Nurse</u>	<u>Public Health Nurse</u>	<u>Nurse Practitioner</u>
Start	\$ 26.28	\$ 29.42	\$ 40.46
1 Year	26.70	29.90	41.11
2 Years	27.61	30.91	41.95
3 Years	28.55	31.97	43.39
4 Years	29.79	33.36	45.27
5 Years	31.38	35.14	47.69
6 Years	33.09	37.05	49.95
7 Years	34.76	38.92	52.82
8 Years	36.69	41.09	55.76
25 Years	37.43	41.91	57.00

Senior Public Health Nurses - \$100 Bi weekly (\$2,600 yearly)

APPENDIX "A"

Page 1

SICK LEAVE BY-LAW
OFFICE CONSOLIDATION**COUNTY OF HURON****SECTION A - Short Term Sick Leave Plan**

1. Every full-time employee who has completed the necessary probationary period (sixty-five (65) working days) shall be entitled to one week of sick leave at one hundred percent (100%) of current salary and seventeen weeks as follows:
 - (a) Full-time to 20 years - 66 2/3%
Over 20 years - 75%
 - (b) Employees who obtain a further period of service even though on sick leave shall be compensated at the increased level according to the above schedule.
 - (c) Any general salary or wage adjustments occurring during the first seventeen weeks will be granted to the employee.
2. All calculations of sick leave shall be from date of completing probationary period or anniversary date depending on department policy.
3. An additional week at one hundred per cent (100%) is granted for each year's service with a maximum for any one (1) illness of thirteen (13) weeks at one hundred per cent (100%) of salary, with balance as per Clause 1, up to a total of seventeen (17) weeks or to age sixty-five (65), whichever comes first, or to an earlier retirement date if mutually agreed upon.
4. For hourly rated employees a week's earnings shall be calculated on the basis of a normal work week for the department concerned.
5. For salaried employees, a week's earnings shall be calculated on the basis of the bi-weekly payroll.
6. There will be no further accumulation of sick leave credits after December 31, 1971 but any credits that have been accumulated under provisions of the previous plan may be used in the following manner:
 - (a) To supplement the seventeen (17) weeks' sick leave benefit up to one hundred per cent (100%) of earnings at time of illness or disability calculated on current earnings at time of withdrawing credits;
 - (b) On termination, employees who have completed five (5) years' service will be entitled to a cash settlement calculated on the basis of salary paid on December 31, 1971 and in accordance with the previous plan By-law Nos. 23, 1960; 47, 1960 and 47, 1970.

7. Unrelated sickness or accident will be treated as a new disability with benefits payable in accordance to the Plan subject to medical certificate and, if necessary, review by the Medical Officer of Health.
8. All employee benefits shall be continuous and deducted in the usual manner so that employees will retain benefits including pension provision. These benefits shall include regular vacations but not statutory holidays. If a statutory holiday falls within the period of sick leave, the employee shall be paid at the percentage rate to which he is entitled.
9. When an employee has been granted leave of absence without pay for any reason, this Plan and benefits shall not apply during the period of leave of absence, except as provided under the Ontario Employment Standards Act.
10. In the event an employee has holiday credits which cannot be used up prior to the year end as per County policy, the employee will be required to revert to holiday status and return to Sick Leave Plan on the completion of the term of holidays. The employee upon returning to Sick Leave plan will be paid at the same rate as immediately prior to reverting to the holiday status.
11. In the event of retirement either at age sixty-five (65) or as mutually agreed upon, all vacation must be taken prior to the age sixty-five (65) or retirement date.
12. Employees receiving a flat rate monthly car allowance will be paid during term of sick leave up to the maximum of thirteen (13) weeks on the same percentage basis as salary.
13. The employer shall be entitled to necessary proof of illness and has the authority to request a medical examination by a physician designated by the employer. Normal procedure will be to submit a medical certificate after three (3) days of illness and if illness lasts beyond this point, other such proof as the employer deems necessary.
14. No sick leave can be taken by an employee while on his/her scheduled vacation.
15. All full-time employees are eligible, except in the event of:
 - (a) Suicide, self-destruction or any attempt thereat,
 - (b) Declared or undeclared act of war,
 - (c) Service in the armed forces of any country.
16. Benefits under this Plan will not be payable if the claim is covered by Workers' Compensation.
17. Employees will be required to obtain permission of their Department Head before using any of the credits accumulated under the original Plan. The only purpose of this clause is to have proper control over the number of credits available to each employee.
18. Records will be kept of all credits available, under this Plan. Each employee will be notified as soon as possible after December 31st each year.

19. Under this Sick Leave Plan, Section A, an employee shall not receive from all sources, excluding private insurance plans, benefits in excess of one hundred percent (100%) of earnings at the time of sickness or disability.
20. An employee does not have to be confined to the house or hospital to collect benefits.
21. The percentage of pay or entitlement to which an employee was, or would be, entitled to under any former plan shall not be reduced.
22. The County will assume the full cost of the Short Term Sick Leave Plan.

SECTION B - Long Term Salary Continuance Plan

23. This Plan (Section B) will provide an income of sixty-six and two-thirds percent (66 2/3%) of the then current salary or wages for the job classification and increment level in which the employee was at the time of commencement of illness or accident; integrated with the Canada Pension Plan disability benefits (seventy percent (70%) for those employees with over twenty (20) years service).
24. Benefits begin on the eighteenth (18th) week after disability commences, and are payable to age sixty-five (65) or recovery, whichever occurs first. Credits earned under the former plan may be used in the same manner as outlined in Section A, Clause 6, subject to the total earnings not exceeding the overall limits set out in the insuring carrier's master policy.
25. All vacation must be taken prior to retirement at age sixty-five (65), or as mutually agreed upon.
26. There will be no vacation credits, vacation pay or statutory holiday pay during the Long-Term disability portion of this plan.
27. Where provided under the terms of the insurance contract, all employee benefits remain in force, with the exception of those benefits outlined in Section 26.
28. No consideration will be given under this portion of the Plan for car allowance. This benefit shall automatically terminate, based on Section A, Clause 12.
29. An employee must not engage in any other occupation or employment for wage or profit without the specific permission of the employer and the insuring carrier.
30. An employee must be under the regular care and attention of a legally qualified physician or surgeon and the employer and the insuring carrier have the right to require any additional medical evidence; and have the right to request a medical examination by their designated physician or surgeon.
31. The foregoing Long-Term Salary Continuance Plan is provided subject to the prevailing contract conditions and limitations of the insurance policies in effect at the time of disability.
32. The County will assume the full cost of the premiums of the Long-Term Salary Continuance Plan.

This is a consolidation of By-law No. 20, 1986 as amended by By-law No. 25, 1996.

If this office consolidation is being used for any purposes other than information, please check the original by-laws.

LETTER OF UNDERSTANDING

Between:

CORPORATION OF THE COUNTY OF HURON HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

To recognize that some employees desire a more flexible working arrangement than is currently provided for in the Collective Agreement between the Corporation of the County of Huron Health Unit and the Ontario Nurses' Association and to recognize the Employer's desire to accommodate the same, the parties agree to continue job sharing.

This Agreement will continue from year to year in accordance with the signed Agreement and terms and provisions of the Collective Agreement unless terminated by either party.

There will be no more than three (3) job sharing arrangements at any one time.

Where management decides to fill a vacant full-time position on a job sharing basis, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full-time employee wishing to share her position, may make a request in writing to her Director to do so without having her half of the position posted. However, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.

If one of the job sharers leaves the arrangement, when the position is filled, the remaining employee may elect to assume the position on a full time basis. If the remaining employee does not elect to do so, the vacant portion of the job shared position will be posted in accordance with the Collective Agreement.

The Employer may terminate job sharing with sixty (60) days written notice to the employees involved and the Union. Upon receipt of such notice a meeting shall be held between the parties to discuss the termination. Both parties will make every effort to resolve any problem(s) before terminating job sharing. Such discontinuation shall not be unreasonable or arbitrary. The employees involved in job sharing will be entitled to all provisions of the Collective Agreement as provided for a Regular Full-time employee except as detailed below.

ARTICLE 2 - RECOGNITION AND SECURITY

Clause 2.05 - Each employee will pay Union dues equal to those levied to Part-time employees.

ARTICLE 6 - DISCHARGE CASES

Clause 6.07 - Each employee will be treated individually for matters such as discipline. If one employee is discharged or leaves the employ of the Employer for any reason the employee remaining may work full time for a maximum of thirty (30) days or until a new partner is recruited. After thirty (30) days the employee must decide either to return to her former position or continue as a regular full-time employee.

ARTICLE 8 - SENIORITY AND JOB POSTING

Clause 8.01 - Each employee involved in job sharing will accumulate seniority on the same basis of 1,820 paid hours equals one (1) year of full-time service.

ARTICLE 10 - SICK LEAVE AND LONG TERM SALARY AND EMPLOYEE BENEFITS

The Employer will pay to the employees involved in job sharing two dollars (\$2.00) per hour in lieu of all benefits provided for full-time employees in Article 10.01, 10.02, 10.03 save and except those benefits covered by the Employment Standards Act and those full time employees presently in OMERS will continue to participate in OMERS. No employee will have pay deducted for the first five (5) days of any illness.

Effective January 1, 2009 this amount will be increased to two dollars and ten cents (\$2.10) per hour.

Effective January 1, 2010 this amount will be increased to two dollars and twenty-cents (\$2.20) per hour.

Effective January 1, 2011 this amount will be increased to two dollars and thirty cents (\$2.30) per hour.

ARTICLE 11 - VACATIONS

Clause 11.01 - Each employee will receive vacation with pay based on one-half (1/2) their entitlement as a full-time employee.

ARTICLE 12 - PAID HOLIDAYS

Clause 12.01 - Each employee will receive one-half (1/2) the Paid Holiday entitlement of a regular full time employee but in any event they will be covered by the Employment Standards Act.

ARTICLE -14 - TRANSPORTATION ALLOWANCE

Clause 14.01 – Each employee shall have the option of entitlement as per 14.01, in pro-rated amounts.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

Clause 15.01 - Each employee involved in the job sharing project will work one-half (1/2) the hours of a regular full-time employee. The manner and/or method of sharing and/or distributing the hours involved will be decided upon by the employees themselves in consultation with the Employer.

ARTICLE 16 - WAGE RATES AND JOB CLASSIFICATIONS

Clause 16.01 - Each employee will be paid one-half (1/2) the annual salary rate at which level she is presently being paid. Each employee in the programme will be advanced from her present level to the next level set out in the Salary Schedule after obtaining one (1) year's service credit of 1,820 paid hours.

EVALUATION

Any problem which may arise with job sharing will be discussed at the Union Management Committee.

Dated at Clinton, Ontario, this 2nd day of June, 2008.

FOR THE EMPLOYER

FOR THE UNION

Marden Price
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Karen Brown
Labour Relations Officer
Anne Halley
Shirley Chalvoux
Christina Taylor

LETTER OF UNDERSTANDING

Between:

**CORPORATION OF THE COUNTY OF HURON
HEALTH UNIT**

And:

ONTARIO NURSES' ASSOCIATIONRe: On Call/Standby protocol for Public Health Nurses

The aim of On Call/Standby for the BCC Quad (Building Community Capacity) is to provide public health counselling to individuals and families. On Call staff include all Public Health Nurses and Public Health Inspectors assigned to the BCC Quad and Public Health Inspectors assigned to the PTE Quad (Protecting the Environment).

Any Public Health Nurse from another quad who is currently participating in the On Call/Standby programme will be grandmothers to the programme for the duration of this Collective Agreement. Other Public Health Nurses may be asked to participate from time to time. Such participation would be on a voluntary basis, except in cases of emergency.

A member of the Health Unit management team will be available for support and consultation.

1. The Employer, in consultation with the BCC and PTE Quads will assign the Public Health Nurses (PHN) on call standby for weekends and statutory Holidays as listed in Article 11 of the Collective Agreement.

On Call/Standby will be assigned equitably among those available from the On Call staff.

On Call/Standby coverage for statutory holidays will be assigned equitably among those available from the On Call staff.

2. The Employer will provide the nurse on call/standby with a pager, long distance calling card and cell phone. Any long distance charges incurred by the nurse will be reimbursed upon providing receipts to her/his immediate supervisor.
3. Public Health Nurses shall be required to be on on-call /standby:

Friday:
1630 to Saturday 0830

Saturday, Sunday
Two (2) - twenty-four (24) hour period starting at 0830 Saturday and ending at 0830 Monday.

Statutory Holidays
Starting at 0830 of the holiday and ending at 0830 of the following day.

4. The PHN who is required to remain available for on call/standby for Friday, Saturday and Sunday shall receive on call/standby pay on the following basis:
 - Friday on-call/standby - 2 hours straight time
 - Saturday and Sunday on-call/standby - 3 hours straight time will be paid for each twenty-four (24) hour period

The PHN who is required to remain available for on call/standby for the statutory holidays listed in Article 11 shall receive on call/standby pay in the amount of four (4) hours pay at his/her straight time rate.

5. If employees are required by the nature of the emergency to physically report to the Health Unit or an emergency site, they shall be entitled to claim overtime in accordance with the Collective Agreement. Actual travel time and mileage driven in reporting for work will also be reimbursed, but the maximum claim may not exceed the time and distance from the employee's residence.
6. The employee shall have the option of being paid, or banking the equivalent for compensating time off for on-call/standby hours, depending on the operational needs and with management approval, for all time associated with on call/standby duties. On-call/standby hours would be banked in conjunction with hours accumulated under Article 15.07.
7. The PHN will be paid at the applicable premium rate.
8. Telephone inquiries and pages in excess of one (1) hour in a twenty-four (24) hour period for statutory holidays, or an accumulation of three (3) hours total on a regular weekend, will be paid at time and one-half (1 ½).
9. The PHN scheduled on call/standby must respond to inquiries by telephone within thirty (30) minutes of receiving the page. If they are required to physically report for work to the Health Unit or an emergency site, they must be able to reach the Huron County Health Unit office at Clinton within ninety (90) minutes at all times, taking into consideration such factors as road and weather conditions.
10. Each employee is responsible for completing the documentation designated by the Health Unit following the completion of periods of on call/standby.
11. The parties agree that any issues coming out of this Letter of Understanding will be discussed at the Union-Management meeting called by either party.

Dated at Clinton, Ontario, this 2nd day of June, 2008.

FOR THE EMPLOYER

Marlene Price
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
 Labour Relations Officer
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

**CORPORATION OF THE COUNTY OF HURON
HEALTH UNIT**

And:

ONTARIO NURSES' ASSOCIATION

Re: Individual Special Circumstances Arrangement

Where an ONA full time member requests that his/her schedule be adjusted to enable an average weekly work assignment of 21-28 hours the parties will meet to discuss the possible implementation of such schedule.

It is understood the parties agree that any such request will be subject to terms and conditions agreed to by the parties.

Any agreement will be without precedent and will be based on the individual and not the position.

Any such adjustment will be reviewed on a yearly basis and on request by either party.

Dated at Clinton, Ontario, this 2nd day of June, 2008.

FOR THE EMPLOYER

FOR THE UNION

Martene Pisci

Karen Brown
Labour Relations Officer

[Signature]

Don Haley

[Signature]

Shirley Chalmer

Ray Adams

Christine [Signature]

A. Berry

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

**CORPORATION OF THE COUNTY OF HURON
HEALTH UNIT**

And:

ONTARIO NURSES' ASSOCIATION

Re: Effects on ONA Bargaining Unit

The employer will endeavour to notify the Union sixty days in advance of any managerial initiatives that may adversely impact the terms and conditions of the employees covered by this Collective Agreement.

In the event that either party wishes to meet to discuss the initiatives, such request must be forwarded within fourteen (days) days of receipt of the notification.

Nothing in this Letter of Understanding is to be deemed to in any way limit or minimize the rights of the Employer as outlined in the Management Rights clause in this agreement.

Dated at Clinton, Ontario, this 2nd day of June, 2008.

FOR THE EMPLOYER

FOR THE UNION

Martene Price

Karen Brown
Labour Relations Officer

[Signature]

Anne Harley

[Signature]

Ashley Chalmer

Ray Mas

Christine [Signature]

ABerny

[Signature]