

COLLECTIVE AGREEMENT

Between:

NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT

And:

ONTARIO NURSES` ASSOCIATION

FULL-TIME AND PART-TIME

EXPIRY: March 31, 2012

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement, an orderly collective bargaining relationship between the Employer and the nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the nurses wish to work together with the Employer to ensure that the nurses provide the best possible health promotion and protection services to the community.

ARTICLE 2 – RECOGNITION AND DEFINITIONS

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed by North Bay Parry Sound District Health Unit in a nursing capacity, save and except assistant supervisors, persons above the rank of assistant supervisor, and students employed during the school vacation period.
- 2.02 **Registered Nurse**
A registered nurse is defined as a person who is registered by the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act, 1991, as amended.
- 2.03 (a) This agreement applies to full-time and part time nurses.
- (b) A full-time nurse means a nurse who is normally scheduled more than twenty-four (24) hours a week.
- (c) i) A regular part-time nurse means a nurse who is normally scheduled twenty-four (24) hours or less a week.
- ii) A casual part-time nurse is a nurse who works less than a regular part-time nurse who may from time to time provide relief for any of the full-time or regular part-time nurses.
- (d) The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.
- 2.04 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.05 **No Contracting Out**
The Employer will not contract out work normally performed by nurses in the bargaining unit, if it results in the reduction of hours of work or the layoff of any nurse.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association recognizes and acknowledges that the management of its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Association acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its nurses, discipline or discharge for just cause nurses who have completed the probationary period and have acquired seniority, provided a complaint by a nurse who has completed her probationary period that she has been unjustly disciplined or discharged will be the subject of a grievance and dealt with as provided in Article 9;
 - (b) Select, hire, transfer, promote, demote, lay-off, recall, retire, or select nurses for positions excluded from the bargaining unit;
 - (c) Determine the location of operations, and their expansion or their curtailment, the direction of the working forces, the schedules of operations, determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; change, combine or abolish job classifications; determine the qualifications of a nurse to perform any particular job; the nature of the equipment to be used and the methods or processes to be used; decide on the number of nurses needed by the Employer at any time; the number of hours to be worked; starting and quitting times; when overtime shall be worked and require nurses to work overtime.
 - (d) Have the sole and exclusive jurisdiction over all operations, buildings, equipment.
- 3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the provisions of this Agreement constitute the only limitations upon the Employer's rights. Any exercise of these rights in conflict or inconsistent with the provisions of this Agreement shall be subject to the provisions of the grievance procedure set forth in Article 9.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer will continue its policy of no discrimination, interference, restriction, harassment, intimidation or coercion being exercised or practiced with respect to any nurse, by reason of age, sex, sexual orientation, marital status, race, creed, colour, political or religious affiliation, disability or by reason of her membership in or activities on behalf of the Association, or any of its affiliated organizations, or while exercising her rights under the Collective Agreement, or any applicable legislation.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Association agrees that, during the

lifetime of this agreement, there will be no strike, slowdown or stoppage of or interference with work and the Employer agrees that there will be no lock-out of employees.

ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

6.01 The Employer will recognize the following:

(a) Nurse Representatives

Up to three (3) nurse representatives to represent the interests of the full-time and part-time bargaining units. Upon mutual agreement of the parties, the number may be altered from time to time.

(b) Grievance Committee

A grievance committee consisting of the three (3) nurse representatives to represent the interests of the full-time and part-time bargaining unit.

(c) Negotiating Committee

A negotiating committee of four (4) nurses with no more than three (3) nurses from the North Bay site, to negotiate the renewal of both the full-time and part-time Collective Agreements as long as it does not unduly interfere with the operational requirements of the employer.

(d) Association-Management Committee

An Association-Management Committee, dealing with the interests of the full-time and part-time bargaining units, composed of four (4) representatives at least one from each site of the Employer and the Association. Meetings of this Committee shall be held at the request of either party, but at least every four (4) months. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties. Membership of the Committee may be expanded by the mutual agreement of the parties.

The Association-Management Committee shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses` Association.

(e) Occupational Health & Safety Committee

An Occupational Health & Safety Committee which shall be comprised of at least two (2) members with at least one member from a branch office of either the full-time or the part-time bargaining units.

- 6.02 (a) The Association will supply the Employer with the names of its representatives and any changes thereof.
- (b) The Employer shall notify the Association in writing of the name of Employer representatives and/or committee members and members of the Board of Health, as well as the effective date of their respective appointments.
- 6.03 (a) The Employer shall pay representatives and Committee members their respective salaries for all time spent investigating and/or processing grievances and attending meetings with the Employer. No nurse representative will leave her work to investigate or process any grievance or attend a meeting without the prior consent of her immediate supervisor. Consent of the Employer shall not be unreasonably withheld. It is understood that representatives will not absent themselves from their regular duties unreasonably.
- (b) The Employer agrees to pay, at straight time, members of the Negotiating Committee for time spent in negotiations with the Employer for a renewal agreement up to and including mediation.
- 6.04 The Employer agrees to provide a representative of the Association with a reasonable period of time, within the orientation program, in order to meet with newly hired nurses.
- 6.05 The Employer agrees that when nurses are required to serve on committees, mentioned in this Agreement, the meetings shall be scheduled during the nurse's regular working hours, or the nurse shall be paid at the appropriate rate.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from the pay due to each nurse who is covered by this Agreement, a sum equal to the monthly Association dues. The Association shall notify the Employer, in writing, of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, following such deduction, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each nurse. The list shall show the Social Insurance Number of each nurse, terminations, new hires, leaves of absence and nurses on WSIB or LTD.
- 7.02 The Employer shall provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 - OCCUPATIONAL HEALTH AND SAFETY

- 8.01 (a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the agency, in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least two (2) nurses with at least one (1) nurse from a Branch Office of either the full-time or part time bargaining units.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to Occupational Health & Safety.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held at least once every three (3) months or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) All time spent by a member of the Occupational Health & Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be applicable, and she shall be entitled to such time from her work as is necessary.
- (g) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (h) Where the agency identifies high-risk areas where nurses are exposed to infectious or communicable diseases for which there are available medications, such medications shall be provided at no cost to the nurse.
- (i) The Employer will not require nurses to drive when driving conditions are hazardous or when roads are closed in areas which directly affect the nurse's route of transportation. Nurses are expected to make every reasonable effort to reach their employment site once it is safe to do so.
- (j) Nurses will be given personal protective equipment as needed and determined by the Employer.

8.02

Inclement Weather

- (a) If weather conditions or road conditions preclude safe driving, a nurse may, with the concurrence of their Manager/Director, not perform their scheduled field duties and remain in their respective office or return to their respective office or the nearest office for the period of inclement weather.
- (b) If during field duties, weather conditions or road conditions preclude continuation of duties, the nurse may return to their respective office or home and inform their Manager/Director.
- (c) Nurses are expected to make every effort to reach their work site once it is safe to do so.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 (a) The purpose of this Article is to establish a procedure for the settlement of grievances.
- (b) A nurse may be accompanied by her nurse representative at any stage of the grievance procedure including the complaint stage if she so wishes.
- (c) For the purposes of Articles 9, 10, and 11, working days shall be defined to include days between Monday and Friday and excluding Saturday, Sunday and holidays.

Complaint Stage

A nurse who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss her complaint with her immediate supervisor. Such a complaint must be brought to the attention of her immediate supervisor within seven (7) working days of the occurrence of the incident giving rise to the complaint or within seven (7) working days of the time the incident giving rise to the complaint ought reasonably to have come to the attention of the nurse. The immediate supervisor shall state her decision verbally within seven (7) working days of receiving the complaint.

Step 1

Should the nurse be dissatisfied with the immediate supervisor's disposition of the complaint, she may, within seven (7) working days with the assistance of her nurse representative, refer such matter on a written Grievance Form supplied by the Association to the appropriate Public Health Director/delegate, who shall answer the grievance in writing within seven (7) working days. The grievance shall specify the provisions of the Agreement of which a violation is alleged, contain a brief statement of the facts relied upon, indicate the relief sought and be signed by the nurse.

Step 2

If no settlement is reached at Step 1, the Association shall advance the grievance to the Medical Officer of Health within seven (7) working days of receipt of the answer given in Step 1 who shall call a meeting of the Grievance Committee within seven (7) working days. Such meeting to be scheduled at a time mutually agreeable between the Employer and the Labour Relations Officer of O.N.A. Following the 2nd Step Grievance meeting, the Medical Officer of Health or delegate shall reply, in writing, to the Labour Relations Officer of the Ontario Nurses' Association, with a carbon copy to the nurse(s) and the Chairperson of the Grievance Committee within seven (7) working days. If the decision is unsatisfactory to the nurse(s) or the Association, it may be referred to arbitration.

9.02 Association/Employer Grievance

The Association or the Employer may initiate a grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of the Collective Agreement at Step 2 of the Grievance Procedure. Such grievance must be filed within ten (10) working days of the incident giving rise

to the complaint or grievance and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Association, in the case of an Association grievance, or the Employer, in the case of an employer grievance. A grievance filed by the Employer shall be filed with the Bargaining Unit President or designate.

- 9.03 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance, in writing, signed by each nurse who is grieving, to the appropriate Public Health Director/delegate, within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 9.04 (a) Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped, subject to 44(6) of the Labour Relations Act.
- (b) However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Association.
- 9.05 No grievances may be submitted concerning the termination of employment, lay-off or disciplining of a probationary nurse unless the probationary nurse has been disciplined for exercising her rights under the Collective Agreement or disciplined contrary to the Human Rights Code. A nurse will have no seniority rights during the probationary period and, if her employment is terminated at any time during such probationary period, such termination shall not be subject to the Grievance Procedure except as noted above.
- 9.06 At the time formal discipline is imposed or at any stage of the Grievance Procedure, including the complaint stage, a nurse is entitled to a nurse representative, and the Employer shall so inform her.
- (a) In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance.
- (b) The Employer agrees to provide written reasons within seven(7) working days to the affected nurse in the case of discharge or suspension and further agrees it will not suspend, discharge or otherwise discipline a nurse who has completed her probationary period, without just cause.
- A claim, by a nurse who has completed her probationary period, that she has been unjustly discharged may be filed as a grievance at Step 2 of the Grievance Procedure within seven (7) working days after such discharge.
- (c) A nurse who has completed her probationary period and is suspended may file a grievance at Step 1 of the Grievance Procedure within seven (7) working days after such suspension.

- 9.07 Where a grievance, which is filed under Article 9, is not settled and duly comes before an Arbitration Board, the Board may make a ruling, subject to this Article and to Article 10:
- (a) Confirming the Employer's action;
 - (b) Reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
 - (c) Disposing of the grievance in any other manner which may be just and equitable.

ARTICLE 10 – ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's nominee to an arbitration board and shall be delivered to the other within fifteen (15) working days of the reply under Step 2. The recipient party shall, within ten (10) working days, advise the other of the name of its nominee to the arbitration board.
- 10.02 The two (2) nominees so selected shall, within fifteen (15) working days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairman. If the two (2) nominees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Minister of Labour for the Province of Ontario, upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, but if there is no majority, the decision of the Chairman shall govern.
- Subject to Article 10.05, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the Labour Relations Act, including the power to mediate/arbitrate the grievance, to enforce a settlement and to limit evidence and submissions.
- 10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 Each of the parties hereto will bear the expenses of an nominee appointed by it and the parties will jointly share the expenses of the Chairman of the arbitration board, if any.
- 10.05 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

- 10.06 The Employer and the Association may, by written agreement, substitute for a specific grievance or grievances a named sole arbitrator for the Board of Arbitration provided for herein (whether or not such Board has been constituted), and the named sole arbitrator shall have the same power as a Board of Arbitration, and be subject to the same limitations as a Board of Arbitration hereunder.

ARTICLE 11 - JOB SECURITY

- 11.01 (a) Seniority shall be defined as length of service with the Employer since date of last hire.
- Part-time nurses accumulate seniority on the basis of hours worked. One (1) year of service is equal to 1500 hours worked.
- (b) A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or vice-versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- 11.02 (a) Newly hired nurses shall be considered to be on probation for a period of eight hundred and forty (840) hours or eight (8) months whichever comes first worked from the date of last hire. If retained after the probationary period, the full-time nurse shall be credited with seniority from date of last hire (the part-time nurse shall be credited with seniority for eight hundred and forty (840) hours worked). With the written consent of the Employer and the probationary nurse and the Bargaining Unit President or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Association at least five (5) working days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional four hundred and twenty (420) hours worked. The Employer will advise the nurse and the Association of the basis of such extension and recommendations for and ways to assist with the nurse's professional development.
- (b) Probationary nurses shall receive written performance evaluations after four hundred and twenty (420) hours worked. A professional development plan will be developed after each evaluation with clear objectives to assist the nurse to meet the professional responsibilities of the position.
- (c) No documentation shall be put in a nurse's file that has not been brought to her attention in a timely manner. All such documentation shall be dated and signed by the nurse indicating it has been read and discussed.
- 11.03 Seniority lists showing each nurse's status shall be posted by the Employer on the intranet. These lists shall be brought up to date to June 30th and posted no later than September 1st and to December 31st and posted no later than March 1st and

shall be available for scrutiny by all nurses therein. A copy of the seniority list shall be furnished to the Association.

- 11.04 A nurse who is absent due to illness or leave of absence shall have the right to return to her former position, or a comparable position provided she is medically fit to do so.
- 11.05 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- i) When on leave of absence with pay;
 - ii) When on an approved leave of absence, without pay, not exceeding thirty (30) continuous calendar days and when on Education Leave under 13.03 (b) and (c);
 - iii) When in receipt of sick leave; EI sick leave or LTD;
 - iv) When in receipt of WSIB benefits;
 - v) When on Pregnancy and Parental leave to a maximum of fifty-two (52) weeks (Employment Standards Act, if amended).
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- i) When on approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
 - ii) When on layoff.
- (c) Seniority shall be forfeited and the nurse's employment shall be deemed to be terminated under the following conditions:
- i) If she voluntarily quits;
 - ii) If she retires;
 - iii) If she is discharged for any cause and not reinstated through the Grievance and/or Arbitration Procedure;
 - iv) If she fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement, without a satisfactory reason;
 - v) If twenty-four (24) months have elapsed from the day of lay-off;
 - vi) If she is absent from work for more than three (3) scheduled working days without notifying the Employer and without a reasonable explanation for the failure to notify.
- (d) Transfer to Positions outside of the Bargaining Unit

- i) A nurse who is transferred to a position outside of the bargaining unit shall continue to accrue seniority for a period of up to three (3) months, and shall not suffer any loss of service or benefits.
- ii) A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than twelve (12) months, shall retain but not accumulate seniority.
- iii) 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 the nurse will lose all seniority held at the time of the subsequent transfer.
- iv) A nurse who is transferred to a position outside of the bargaining unit for a period of more than twelve (12) months, the nurse will lose all seniority held at the time of transfer.

11.06

Job Posting

- (a) i) In the case of a permanent vacancy, the Employer will post notice of such vacancy for seven (7) working days, prior to filling the position, in order that any interested nurse may apply. Each job posting will outline the office where the position is located.

Notwithstanding any other provision of this agreement, no nurse shall be transferred to work at another office (work site) on a permanent basis without the nurse's written consent.

- ii) Nurses in this bargaining unit and nurses in another ONA bargaining unit with the Employer, if any, may make a written application for such vacancy within the seven (7) day period referred to herein by submitting a cover letter and resume.
- iii) A copy of such notice shall be sent to the Bargaining Unit.
- iv) If no qualified nurse applies, then the employer may hire a new nurse from outside of the employ.
- v) In all cases of permanent vacancies or promotion, the following factors shall be considered:
 - A) skill, ability, experience and qualifications;
 - B) seniority.

Where the factors in (A) are relatively equal, seniority, regardless of the nurse's ONA bargaining unit, shall govern.

- (b) If the filling of a position in 11.06 (a) creates a vacancy, the posting requirements for the subsequent vacancy shall be reduced to a minimum of five (5) working days. All further vacancies brought about by the filling of the

first and second positions will require a minimum of three (3) working days posting time.

- (c) An email is sent to all staff advising them of the names of the successful applicants. Unsuccessful applicants will be notified prior to the posting of the name of the successful applicant. At the request of the nurse, the Employer will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.
- (d) No nurse residing and working in and out of North Bay and its immediate area shall be required to work permanently outside North Bay or its immediate area, in another office which would affect her residence, unless mutually agreed and vice versa.
- (e) Any job vacancy not filled within four (4) months of closing date of such posting shall be considered void and prior to filling such vacancy, it shall be posted in accordance with this article.
- (f) A nurse selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of six (6) months from the date of her selection.

11.07

Temporary Positions

- (a) Temporary positions and vacancies caused due to illness, accident or leaves of absence shall be posted for information purposes only. Such positions shall not exceed six (6) months save and except vacancies and positions caused by pregnancy/parental leaves, unless the parties mutually agree in writing to an extension.

If a temporary position or vacancy caused due to illness, accident or leaves of absence is expected to exceed six (6) months, it shall be posted in accordance with Article 11.06. A bargaining unit nurse who fills such a temporary position shall revert to her former position. A nurse hired from outside the bargaining units will have no claim to a permanent position.

- (b) A temporary employee is an employee who is employed for a definite period of time not to exceed six (6) months or the duration of a pregnancy/parental leave. The Employer agrees to provide the Union with notice of all temporary employees who are hired including their classification and period of employment.
- (c) If the temporary vacancy or position becomes permanent, it shall be posted according to 11.06 and the experience gained in the temporary position or vacancy shall not be considered in the competition outlined in Article 11.05
- (d) Temporary employees hired from outside the full-time bargaining unit shall be covered by the Part-time language of this Collective Agreement for the duration of the temporary vacancy or position.
- (e) If a temporary or casual nurse is hired as a permanent full time nurse or a regular part time nurse, they will be required to serve the probationary period set out in article 11.02.

If a temporary or casual part time nurse acquires seniority it shall only be applicable for postings under 11.06

11.08 Layoff

- (a) Where there is a reduction in the workload resulting in a surplus of nurses and the Employer intends to conduct a layoff, he shall lay off nurses in inverse of seniority, at the time of the layoff provided that the nurses are qualified to perform the available work.
- (b) Nurses shall be recalled in reverse order of layoff, provided the nurses are qualified to perform the available work.
- (c) Notice of layoff shall be in accordance with the provisions of the Employment Standard Act.
- (d) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
 - i) provide the Bargaining Unit with no less than thirty (30) days' notice of such layoff; and
 - ii) meet with the Bargaining Unit through the Association-Management Committee to review the following:
 - A. the reasons causing the layoff;
 - B. the service which the Employer will undertake after the layoff;
 - C. the method of implementation, including the areas of cutback and the nurses to be laid off.
- (e)
 - i) Nurses choosing to exercise seniority in order to displace a less senior nurse shall within ten (10) working days of receiving notice of layoff, notify Human Resources in writing of their intent to displace and where.
 - ii) The laid off employee is entitled to accept the layoff or to displace the most junior employee in any classification provided that the employee is qualified and able to do the work within a reasonable familiarization period (3 – 5 weeks). Displacement is restricted to the same status (full-time or part-time) as the laid off employee.

11.09 Recall

- (a) When recalling a nurse after lay-off, she shall be notified by registered mail or Courier and allowed seven (7) working days to report for work and, in the meantime, if a nurse is recalled and is not immediately available for work, other nurses in seniority standing shall be recalled but shall be temporarily employed until the senior nurse reports within the seven (7) working day period as outlined.

- (b) A nurse to whom a registered letter or couriered letter is sent in accordance with this Article must contact the Employer within three (3) working days of the receipt of the notice of return to work if she wishes the Employer to hold the job open for her.
- (c) It shall be the nurse's responsibility to keep the Employer notified as to any change of her address or telephone number so that they will be up to date at all times.

ARTICLE 12 - EMPLOYEE FILES

12.01 A copy of any evaluation, which is to be placed on a nurse's files shall be first reviewed with the nurse. The nurse shall initial such evaluation, as having been read, and have the opportunity to add her views to such evaluation prior to it being placed in her file. Each nurse shall have reasonable access to her file, for the purposes of reviewing any evaluations or disciplinary notations contained therein. A copy of the evaluation will be provided to the nurse at her request.

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

12.02 Discipline will be removed from a nurse's file after a period of eighteen (18) months from the date of the discipline and shall not thereafter be used against her.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Personal Leave

Requests for leave of absence without pay per calendar year of up to one (1) year will be considered on an individual basis by the Employer. The nurse must apply in writing stating the purpose for such leaves. Such requests are to be made as far in advance as possible, and a written reply will be given within nine (9) days of the date of such request, except in cases of emergency. If the leave of absence is denied, the reasons shall be given in the reply. Requests for leave of absence shall not be unreasonably withheld.

If the leave is for vacation purposes, any earned vacation credits must be used before the leave of absence will be considered.

13.02 (a) Leave, Association Business

- i) The Employer agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business, including schools, seminars, workshops, conferences and conventions, to an aggregate of thirty (30) days for the bargaining unit in each calendar year. Up to three (3) nurses with no more than two (2) nurses from each program area would be allowed such leave at any one time. Up to four (4) nurses with no more than two (2) nurses from each program area would be allowed leave to attend the ONA Biennial Convention provided the employer's operational requirements are met. During such leave of absence, the nurse's

salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the daily rate of the nurse.

- ii) A request for a leave of absence under 13.02 (a) above must be made at least two (2) weeks in advance of the requested time off, whenever possible.
- iii) Leave of Absence for Employees Who Serve as Local Coordinator for the Ontario Nurses' Association

The employer shall grant leaves of absence, without pay, to employees who are elected to the position of Local Co-ordinator for the Ontario Nurses' Association. Subject to reasonable notice, it is agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of this position. Leave of absence for Local Co-ordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

(b) Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 13.02 (a) above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of full costs for such salary and applicable benefits.

(c) Leave, President, O.N.A.

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence without pay shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. The nurse shall continue to accrue seniority and service during her absence.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least eight (8) weeks prior to the date of such return.

13.03

Education Leave

- (a) Where the Employer requires a nurse to attend an off site employment related conference, workshop, seminar or course and meals are not included as part of the package, the nurse is entitled to claim the following: breakfast - \$10.00; lunch - \$15.00; dinner - \$30.00 (daily rate of \$55.00).

The Employer agrees to pay reasonable expenses for accommodation, which is required as a result of a work related assignment.

- (b) The Employer may grant a leave of absence without pay to a nurse to attend employment related workshops, seminars or short courses.
- (c) Leave of absence without pay may be granted to a nurse who wishes to enrol in an employment related post-graduate course, certificate or degree course from a university or community college, or other institutions. Leaves of absence shall not be unreasonably withheld. After the leave of absence, the nurse can return to her former position or a comparable position.
- (d) Nurses will be granted time off with pay to write exams in any employment related course approved by director/delegate. The nurse will make every effort to keep the length of time absent to a minimum.
- (e) When a nurse is on duty and authorized to attend any inservice program or course, during her regularly scheduled working hours, she shall suffer no loss of pay. When a nurse is required by the Employer to attend any inservice program or course, outside her regularly scheduled working hours, she shall be paid at the appropriate rate for all time spent in attendance at such inservice.

When the Employer offers an inservice program or course outside a nurse's regularly scheduled hours and attendance is voluntary, the nurse will not receive any compensation for attending.

13.04 Bereavement Leave

A nurse will be granted leave of absence, without loss of pay, in order to mourn the death of members of her family for up to the maximum number of days set forth in the following schedule:

- (a) Five (5) Health Unit working days in the event of death of spouse (which includes the common law and same sex partners of the nurse), child, stepchild, father, mother, sister, brother, grandparent and grandchild, stepbrother, stepsister, stepfather, stepmother of the nurse.
- (b) Three (3) Health Unit working days in the event of death of a grandparent-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew and first cousin of the nurse.

Where travel is required, additional leave without pay shall be granted by the Employer.

- (c) One working day for the uncle, aunt, nephew and/or niece of the nurses' spouse.

13.05 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

- (b) The nurse shall give written notification to her manager at least three (3) months in advance of the estimated date of commencement of such leave and the expected date of return. The nurse may change the date by giving one (1) month's notice.
- (c) 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.
- (d) The Employer may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (e) A nurse shall continue to accumulate seniority and service and the following benefits for full-time nurses: semi-private coverage, dental, life insurance, accidental death and dismemberment insurance, extended health care and vision care, throughout pregnancy leave to the Employment Insurance Act maximum, at the Employer's cost.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Health Unit's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy percent (70%) 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 Health Unit of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

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

13.06

Parental Leave

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

- (b) A nurse who has taken a pregnancy leave under Article 13.05 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing. The nurse shall reconfirm her/his intention to work on the date originally approved by written notification received by the Employer at least four (4) weeks in advance there of.
- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Health Unit's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy percent (70%) 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 Health Unit of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

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

- (e) A nurse shall continue to accumulate seniority and service and the following benefits for full time nurses: semi-private coverage, dental, life insurance, accidental death and dismemberment insurance, extended health care and vision care, throughout the parental leave to the Employment Insurance Act maximum, at the Employer's cost.

If a nurse is required to serve on a jury panel or as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a part, or as a witness at a hearing of the College of Nurses of Ontario, or is required by subpoena to attend a court of law or Coroner's Inquest in connection with a case arising from the nurse's duties at the Health Unit, the nurse shall not lose regular pay because of such attendance provided that the nurse:

- (a) notifies the Employer immediately upon notification that she will be required to attend at the hearings referred to herein.
- (b) Presents proof of service to the Employer requiring such attendance.
- (c) Provides the Employer an official receipt, when available, and the full amount of the compensation received, excluding mileage, travelling, and meal allowance.

13.08 Special Leave

- (a) When an illness/medical need occurs in the nurse's immediate family (parents, spouse, child/stepchild and grandchild) and the nurse must provide for the needs of the family member, the nurse shall be granted three (3) days off with pay in any one (1) calendar year.
- (b) The Employer shall provide Emergency Leave in accordance with the Employment Standards Act (ESA).
- (c) The Employer shall grant family medical leaves in accordance with the E.S.A.

13.09 Professional Leave

Employees elected to serve on a Provincial or National Organization including but not limited to (R.N.A.O., O.P.H.A., O.C.C.H.A., A.L.P.H.A., C.N.O., C.N.A.) may at the discretion of the appropriate Director/delegate be granted up to ten (10) days with pay per calendar year to attend meetings. The organization must relate to programs within the Health Unit.

13.10 Political Leave

The Employer recognizes the right of a nurse to participate in public affairs. Any nurse wishing to campaign for public office, upon written request to the appropriate Public Health Director/delegate, shall be granted leave of absence without pay and without loss of seniority for a maximum of three (3) months.

13.11 Pre-Paid Leave Plan

The Employer agrees to 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) In each year of the plan, preceding the period of leave, a nurse will be paid a reduced percentage of her total salary. The remaining percentage of the annual salary will be deferred and this accumulated amount plus any interest earned shall be retained by the Employer to be paid to the nurse in equal instalments during the period of the leave.
- (c) A full-time nurse's benefits will be maintained by the Employer during the leave of absence. These benefits shall include Extended Health Care, Vision, Dental, Semi-Private, Life Insurance, Accidental Death and Dismemberment and Out of Province Coverage. During the year of 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.
- (d) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Employer. Deferred salary, plus accrued interest will be returned to the nurse within a reasonable period of time.
- (e) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (f) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (g)
 - i) In order to be considered for pre-paid leave, a nurse must file her application by June 1st of any year stating the intended commencement date of the salary deferral portion of the program with the Assistant Director of Corporate Services, Human Resources and stating the intended purpose of the leave.
 - ii) The Assistant Director of Corporate Services, Human Resources or designate will inform the applicant(s) as to whether the application has been approved within forty-five (45) calendar days.
 - iii) Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Application for leaves requested for other purposes will be given the next level of priority.
 - iv) If conflict arises all applications shall be decided on the basis of seniority.
- (h) In order to apply for pre-paid leave, a nurse must have two (2) years or more seniority.
- (i) The Employer shall not approve more than one (1) leave in any one (1) calendar year and no more than one (1) nurse shall be absent from her duties in the Health Unit in accordance with this plan in any one (1) year.
- (j) The leave must commence no later than six (6) years after the deferral commences.

- (k) In accordance with the Income Tax Regulations and the pre-paid leave program, an approved nurse must sign a return for service agreement with the Employer in order to be eligible for a pre-paid leave. The return for service agreement must comply with the provisions of the Income Tax Regulations. As a minimum, the nurse as a condition of the pre-paid leave must agree to return to work for the Employer for at least the duration of the pre-paid leave.
- (l) As a condition of the pre-paid leave, the nurse agrees to accept full responsibility for any liabilities incurred as a result of participation in the pre-paid plan and will indemnify and hold the Employer harmless with respect to any liabilities incurred as a result of participation in the plan, including financial, institution and administrative fees and any consequences arising out of the implementation of the pre-paid plan related to its effect on the nurse's pension plan entitlement, Income Tax, Unemployment Insurance and Canada Pension Plan.
- (m) The deferred salary will be placed in a guaranteed trust account in the name of the participating nurse in a recognized financial institution.
- (n) In order that program delivery is not adversely affected by the pre-paid leave, the Employer must be satisfied that it has retained an adequate replacement for the nurse during the entire period of the leave. If the Employer determines, in its sole discretion, that there is no suitable nurse available to replace the pre-paid leave applicant for the duration of the leave, the leave will be postponed until a suitable nurse is found or the limit of the deferral period set out in paragraph (j) is reached, whichever occurs first, or the leave will be cancelled, at which time the deferred salary, plus accrued interest will be returned to the nurse within a reasonable period of time.

ARTICLE 14 - ILLNESS ALLOWANCE

APPLIES TO FULL TIME NURSES ONLY

- 14.01 (a) Illness allowance is payable when a nurse is absent from work due to illness or injury which is not compensable under the Workplace Safety and Insurance Act.
- (b) Illness allowance shall be granted to nurses on the basis of one and one-half (1½) days per month. (prorated if the nurse works less than a 35 hour week).
- 14.02 Forty-nine (49) hours of accumulated sick leave per year may be used by a nurse for medical and dental appointments.
- 14.03 (a) By January 31st of each year the Employer will notify the nurse of the amount of unused illness allowance to her credit.
- (b) All sick leave credits banked by employees as of December 31, 1981, and remaining in an employee's credit upon termination of employment, shall be paid out as follows:

i) Ten (10) years or more of service - 50% of the remaining banked sick leave credits at current annual salary.

(c) In the event of the death of a nurse, the value of accrued sick leave above shall be paid to the nurse's designated beneficiary. If there is no designated beneficiary, payment shall be made to the nurse's estate. The Employer shall provide the necessary forms to designate such beneficiaries.

14.04 There shall be no deduction from illness allowance credits the nurse reports for work as scheduled and completes at 3.5 hours before leaving work, up to a maximum three (3) incidents in a calendar year.

There will be a deduction from illness allowance credits when the nurse works only partial days for three (3) or more consecutive work days. For a period where the employee works partial days consecutively there will be a deduction for the third day and subsequent days.

14.05 If a nurse is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Employer, upon application from the nurse, will supplement the award by the Workplace Safety and Insurance Board for loss of wages to the nurse by such an amount that the award of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation by the Employer, will equal one hundred percent (100%) of the nurse's regular earnings to the limit of the nurse's allowance credit.

14.06 If a nurse becomes ill prior to or during her vacation, she shall be entitled to utilize her illness allowance credits for the period of time that she is ill, and shall also be entitled to reschedule her vacation or the balance thereof, to a later date. The nurse will be required to notify her supervisor as soon as possible after she becomes ill. The nurse will be required to produce a medical certificate.

14.07 A newly employed nurse who is absent from work because of illness or accident before accumulating sufficient illness credits to cover an illness, may draw in advance upon the credit that she would accumulate upon the completion of one (1) year's service. Should the nurse terminate prior to the completion of one year's service, she must reimburse the Employer at her then current rate of salary the portion of the illness allowance paid in advance but not yet earned.

14.08 The Employer may require a medical report, which provides the information necessary to permit the Employer to assess the nurse's illness/injury as it relates to any work restrictions and prognosis for recovery when the Employee has been absent for more than five (5) consecutive working days. The Employer shall pay the expenses related to the preparation of this report. The report shall be provided to the Medical Officer of Health/Executive Officer and such information shall be reviewed in a confidential manner with appropriate management staff in order to ensure employees medical needs are properly responded to. Access to the report is limited to the employee's supervisor and the appropriate human resources staff.

ARTICLE 15 – PAID HOLIDAYS

15.01 The following shall be recognized as paid holidays:

New Year's Day	Labour Day
3 rd Monday in February (Family day)	
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1 st)	Two Floating Holidays
Civic Holiday	

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

NOTE: When one (1) of the above referenced paid holidays (excludes the floating holidays) falls on a Saturday or Sunday, it shall be observed, for the purposes of this Agreement, on the next regularly scheduled working day and in the case of Boxing Day when it falls on a Sunday, it shall be observed on the following Tuesday.

15.02 In order to qualify for holiday pay in respect of such of the holidays referred to in Article 15.01, a full time nurse must have worked both her scheduled working day immediately preceding and following the holiday concerned unless she was absent due to illness (as verified by a medical certificate where required by the Employer).

15.03 In the event that a nurse is scheduled to work on any of the above holidays and works on the holiday, she shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate of pay for all hours worked on the holiday.

In addition a full time nurse shall be given one (1) day off with pay at her regular straight time hourly rate of pay, and such day off shall be taken on a day within ninety (90) calendar days of the paid holiday at a time mutually agreed.

15.04 When any of the above holidays occur during a full time nurse's annual vacation, another day of vacation shall be scheduled at a mutually agreeable time.

15.05 The floating holidays shall be scheduled at a mutually agreeable time.

15.06 Part-time nurses shall receive four and six-tenths percent (4.6%) of their regular straight time hourly rate in lieu of the recognized holidays listed in Article 15.01 above.

15.07 Office Closure

(a) The offices of the Employer will close at noon on the day before Christmas. Those employees who report to work for the morning shift (3½ hours) will receive payment for the afternoon shift (3½ hours) provided they would normally have been scheduled to work the afternoon shift.

(b) If the Employer closes its offices at noon on the day before New Year's, those employees who report to work for the morning shift (3½ hours) will

receive payment for the afternoon shift (3½ hours) provided they would normally have been scheduled to work the afternoon shift.

ARTICLE 16 – VACATIONS

(ARTICLE 16.01 APPLIES TO FULL TIME NURSES ONLY)

- 16.01 (a) The date for determining vacation entitlement in each year shall be January 1st. The nurse must take her vacation entitlement during the period of January 1st to December 31st. When a nurse is absent from work due to being on pregnancy/parental leave, she may carry forward any unused vacation into the next calendar year.
- (b) A nurse who has been hired before September 1st and with less than one (1) year of service may carry her vacation entitlement forward one (1) year only and take her full vacation entitlement in the next year.
- (c) The Employer will allow all nurses to carry over up to ten (10) days of vacation into the next year but these days must be taken in the next year. Requests will not be unreasonably denied.
- (d) All nurses who regularly work a thirty-five (35) hour week shall be granted vacation with pay as follows: (Vacation credits are prorated for nurses who regularly work less than a thirty-five (35) hour week).
- i) A nurse with less than two (2) years of continuous service will be entitled to 1.25 days per calendar month (105 hours per year).
 - ii) A nurse with two (2) or more years of continuous service but less than three (3) years of service will be entitled to 1.42 days per calendar month (119 hours per year).
 - iii) A nurse with three (3) or more years of continuous service but less than four (4) years of service will be entitled to 1.5 days per calendar month (126 hours per year).
 - iv) A nurse with four (4) or more years of continuous service but less than five (5) years of service will be entitled to 1.58 days per calendar month (133 hours per year).
 - v) A nurse with five (5) or more years of continuous service but less than ten (10) years of service will be entitled to 1.67 days per calendar month (140 hours per year).
 - vi) Nurses with ten (10) or more years of continuous service but less than fifteen (15) years of service will be entitled to 2.08 days per calendar month (175 hours per year).
 - vii) Nurses with fifteen (15) or more years of continuous service but less than twenty (20) years of service will be entitled to 2.5 days per calendar month (210 hours per year).

- viii) Nurses with twenty (20) or more years of continuous service but less than twenty-five (25) years of service will be entitled to 2.92 days per calendar month (245 hours per year).
- ix) Nurses with twenty-five (25) or more years of continuous service will be entitled to 3.33 days per calendar month (280 hours per year).

The nurse must reimburse the Employer the amount of any period of vacation she has taken but has not earned if she leaves after taking unearned vacation.

(ARTICLE 16.02 APPLIES TO PART TIME NURSES ONLY)

- 16.02
- (a) The date for determining vacation entitlement in each year shall be January 1st. The nurse must take her vacation entitlement during the period of January 1st to December 31st.
 - (b) Part-time nurses shall be granted vacation pay as follows:
 - i) From 0 – 3,000 hours worked the nurse will receive six percent (6%) of her earnings on a biweekly basis.
 - ii) From 3,001 – 4,500 hours worked the nurse will receive six and a half percent (6.5%) of her earnings on a biweekly basis.
 - iii) From 4,501 – 6,000 hours worked the nurse will receive seven percent (7%) of her earnings on a biweekly basis.
 - iv) From 6,001 – 7,500 hours worked the nurse will receive seven and half percent (7.5%) of her earnings on a biweekly basis.
 - v) From 7,501 – 15,000 hours worked the nurse will receive eight percent (8%) of her earnings on a biweekly basis.
 - vi) From 15,001 – 22,500 hours worked the nurse will receive ten percent (10%) of her earnings on a biweekly basis.
 - vii) From 22,501 – 30,000 hours worked the nurse will receive twelve percent (12%) of her earnings on a biweekly basis.
 - viii) From 30,001 – 37,500 hours worked the nurse will receive fourteen percent (14%) of her earnings on a biweekly basis.
 - ix) Over 37,501 hours worked the nurse will receive sixteen percent (16%) of her earnings on a biweekly basis.
 - (c) Part-time nurses shall be entitled to vacation time off without pay in the following manner:
 - i) A nurse who has worked 840 but less than 3,000 hours will be entitled to 1.25 days off per calendar month (105 hours per year).

- ii) A nurse who has worked 3,001 but less than 4,500 hours will be entitled to 1.42 days off per calendar month (119 hours per year).
- iii) A nurse who has worked 4,501 but less than 6,000 hours will be entitled to 1.5 days off per calendar month (126 hours per year).
- iv) A nurse who has worked 6,001 but less than 7,500 hours will be entitled to 1.58 days off per calendar month (133 hours per year).
- v) A nurse who has worked 7,501 hours but less than 15,000 hours will be entitled to 1.67 days off per calendar month (140 hours per year).
- vi) A nurse who has worked 15,001 hours but less than 22,500 hours will be entitled to 2.08 days off per calendar month (175 hours per year).
- vii) A nurse who has worked 22,501 hours but less than 30,000 hours will be entitled to 2.5 days off per calendar month (210 hours per year).
- viii) A nurse who has worked 30,001 hours but less than 37,500 hours will be entitled to 2.92 days off per calendar month (245 hours per year).
- ix) A nurse who has worked more than 37,501 hours will be entitled to 3.33 days off per calendar month (280 hours per year).

NOTE: All nurses employed as of the date of ratification with less than five (5) years of continuous service shall continue to receive vacation entitlement as set out in the 2000 – 2003 Collective Agreement until they acquire ten (10) years of continuous service at which time the current Collective Agreement will apply.

- 16.03
- (a)
 - i) Vacation requests for the summer vacation period (June, July, August and September) are to be submitted by April 1st.
 - ii) Finalized summer vacation schedules will be posted on the intranet on April 15th for all vacations requested prior to April 1st.
 - (b)
 - i) Vacation requests for the winter vacation period (December, and January) are to be submitted by October 1st.
 - ii) Finalized winter vacation schedules will be posted on the intranet on October 15th for all vacations requested prior to October 1st.
 - (c)
 - i) Vacation requests for School Boards' March Break are to be submitted by January 15th.
 - ii) Finalized March Break vacation schedules will be posted on the intranet on February 1st for all vacations requested prior to January 15th.

- (d) Vacations requested other than by the dates fixed in (a), (b) or (c) shall be given on a first come first serve basis and submitted at least one (1) month prior to the requested time. The Employer's response will be given within two (2) weeks of the submitted request.
 - (e) Any conflicts which result from 16.02 (a), (b), (c) and (d) above shall be resolved according to seniority.
 - (f) Vacations may be taken at any time during the year but are subject to the approval of the Employer.
 - (g) Vacations must be taken annually and are not cumulative, nor paid in cash.
- 16.04 If the Employer requires an employee to cancel their vacation, and it is not possible to reschedule it during a mutually agreeable time within the calendar year, the employee will be allowed to carry forward their vacation into the next year.
- 16.05 When a full time nurse's employment is terminated for any reason, she shall be entitled to a termination vacation payment covering vacation earned but not taken to the date of termination.
- 16.06 When requested by the full time nurse, within two (2) weeks in writing, vacation pay shall be available through direct deposit the pay day preceding the nurse's vacation.
- 16.07 In the event of death of a nurse, her executors or administrators shall be entitled to receive such vacation pay as may stand to her own credit, subject to the necessary tax releases being filed by said executors or administrators with the Director of Financial and Human Resources.
- 16.08 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.
- 16.09 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 13.05.
- 16.10 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 17 - HOURS OF WORK AND WORKING CONDITIONS

- 17.01 (a) A normal workday shall be composed of seven (7) consecutive hours per day excluding a one (1) hour unpaid meal break. An employee may take a thirty (30) minute unpaid meal break with the approval of the Employer.
- (b) The normal workweek shall be composed of thirty-five (35) hours Monday - Friday. This does not constitute a guarantee as to hours of work per week.
- (c) If a nurse is working over lunch period, which may include travelling in a car, she shall be covered by WSIB and any other relevant insurance.

- (d) A temporary increase of hours greater than twenty-four (24) hours per week shall not change a part time nurse's status to full-time. Temporary shall mean six (6) months or less except for a pregnancy or parental leave replacement unless mutually agreed otherwise.

17.02 A rest period of fifteen (15) minutes will be granted during each half (½) seven (7) hour tour. Nurses are encouraged to take their break around the middle portion of the half tour.

17.03 Work which is authorized in excess of thirty-five (35) hours per week will be paid at the rate of one and one-half (1½) times the nurse's regular hourly rate of pay. The Employer has the option of giving the nurse the equivalent premium time off in lieu of pay of overtime. Such time off shall be scheduled at a mutually agreeable time within one hundred and twenty (120) working days of the overtime being earned. If the nurse is unable to take the time off, it shall be paid out.

17.04 Flextime

Flextime – Full-time

- (a) The Employer shall be allowed to flex the normal hours of work (7 consecutive hours) between 7 a.m. and 10 p.m., from 7 a.m. Monday until 4:30 p.m. Friday.
- (b) A nurse may flex her hours between 7 a.m. and 10 p.m., from 7a.m. Monday until 4.30 p.m. Friday provided it is authorized by a Supervisor. Consent will not be unreasonably withheld provided the needs of the program are met.

Flex Time – Part-time

- (a) The Employer shall be allowed to flex the normal hours of work between 7 a.m. and 10 p.m., from 7 a.m. Sunday to 10:00 p.m. Saturday.
- (b) A nurse may flex her hours provided it is authorized by a Supervisor. Consent will not be unreasonably withheld provided the needs of the program are met.

Both Full-time and Part-time

- (c) Work which is authorized and performed outside the Flex hours outlined in 17.04 (a) is considered overtime and will be paid in accordance with Article 17.03.
- (d) The flex time cycle is exactly two (2) weeks in length in accordance with the bi-weekly pay cycle. The standard hours required to be worked in this period are seventy (70) hours (pro-rated).

17.05 In the case of overtime work in emergency or outbreak situations which is scheduled by the Employer at least seventy-two (72) hours in advance, the Employer will assign this overtime to nurses who are able and qualified to perform the work in the applicable program and office on a rotational basis commencing with the senior nurse in the applicable program and office.

- 17.06 Daily hours worked will be rounded up to the nearest one-quarter (1/4) hour for purposes of payment. This applies to part-time nurses only.

ARTICLE 18 - PREMIUM PAYMENT

- 18.01 When a nurse is called in on her day off or after the completion of her normal workday, she shall be paid at the rate of one and one-half (1½) her hourly rate for those hours worked or a minimum of four (4) hours at straight time whichever is greater.

- 18.02 There shall be no pyramiding of benefits or premiums.

18.03 **Responsibility Pay**

A nurse who is assigned the responsibility of relieving a Director/manager shall be compensated at the rate of an additional seven point five percent (7.5%) of the nurse's regular hourly rate times the number of hours worked in that position.

18.04 **On Call/Standby Pay**

- (a) On-call/standby means a period of time that is not a regular working period, overtime period or call-back period during which a nurse is required to remain available to respond within a reasonable time (maximum of two (2) hours) to a request for:
- i) recall to work; or
 - ii) the performance of other work as required.
- (b) It is understood that a return to work (office/field visit) may not be necessary in all situations. Where a nurse, who is scheduled to be on-call/standby, spends time on the telephone resolving an issue, she shall be paid at her regular rate of pay for the actual time (rounded to the nearest quarter) spent on the telephone and documenting calls. Time spent on the telephone and documenting calls during the same quarter hour shall be rounded up to the nearest quarter hour. Standby pay continues to be recognized during this time.

Nurses will self schedule on-call duty and this schedule will be approved by the manager prior to the on-call period. The Manager shall schedule standby duty prior to the standby period, except in circumstances beyond the Employer's control.

On Call/Standby duty shall be distributed as equally as possible among the nurses who normally perform the work in the applicable program commencing with the senior nurse.

- (c) Should recall be required for the performance of work, the nurse is expected to be able to return to work within a reasonable time.
- (d) Nurses shall be scheduled for on-call/standby duty by the Director and/or Manager prior to the on-call/standby period, except in circumstances beyond the Employer's control.
- (e) Effective April 1, 2006, a nurse required to be on-call/standby for a week (Friday to Friday), will receive a flat amount of \$700.00 which shall be prorated if the nurse cannot be on-call/standby on account of illness or other reasons for hours during the scheduled on-call/standby week.

In addition, employees have the option, in-lieu of receiving the flat amount set out in Article 18.04 (e), of receiving twenty-one (21) hours of comp time, once per calendar year, which would be taken in accordance with the normal rules for overtime compensation and shall not be paid out.

- (f) The time assigned for on-call/standby is not recognized for the purposes of upgrading or seniority.
- (g) When an on-call/standby assignment includes coverage for a public holiday(s), the employee will receive \$35 for each public holiday involved in the coverage period. This payment is in addition to the flat amount referenced in Article 18.04 (e) and is effective May 2, 2003.

18.05 A nurse who reports for "work as scheduled" and there is no work, shall receive a minimum of four (4) hours at her regular straight time hourly rate.

ARTICLE 19 - TRAVEL ALLOWANCE

- 19.01 (a) Full time nurses who are currently receiving a fixed car allowance of \$135.00 per month (pro-rated for full-time nurses working less than (35) hours per week) shall be grandfathered and will have the option of maintaining their car allowance, plus receiving a per kilometre rate of \$0.36 effective July 1, 2009, and \$0.37 effective April 1, 2010 or give-up their fixed car allowance and receive only the kilometre rate based on the formula outlined below.
- (b) All nurses hired after July 13, 2006, and nurses who do not currently receive a fixed car allowance or employees who decide to give up their fixed car allowance and receive the following formula, will be entitled to receive the following formula for kilometres incurred while on health unit business:

Formula: For each 1.6 cents per litre monthly change in the average price of gasoline, the kilometre allowance shall be revised accordingly at the first Friday of the first pay period of the following month by 0.4 cents per kilometre. For comparison purposes, the average price of regular unleaded gasoline on April 1, 1991 was 52.1 cents per litre. For the purpose of this calculation, the kilometre allowance was 31.5 cents/kilometre as of April 1, 1991.

- (c) The current charge for parking at the health unit in North Bay will be decreased from \$15.00 per month, per employee, to \$12.00 per month, per nurse.

A nurse who is off work without pay in excess of ten (10) working days or who is absent due to illness in excess of thirty (30) working days shall have their travel allowance reduced proportional to time absent from work.

- 19.02 (a) On the first payroll of the month full time bargaining unit members shall be reimbursed the fixed allowance (base rate).
- (b) On the last payroll of the month bargaining unit members shall be reimbursed for the other expenses (kilometres/parking expenses).
- 19.03 A full time nurse on a leave of absence or layoff will not be entitled to the car allowance beginning the first calendar month following the commencement of their leave of absence or layoff. When the nurse returns to work after a leave of absence or layoff, the nurse will receive the car allowance for the first calendar month prorated and based on the number of days worked in the calendar month.
- 19.04 A nurse is required to carry a minimum of \$1,000,000 PL and PD insurance while in the employ of the Health Unit.
- 19.05 Where water transportation is authorized, the Board of Health will pay claims as provided on receipt.

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

(ARTICLE 20.01 APPLIES TO FULL TIME NURSES ONLY)

- 20.01 (a) The Employer shall pay the full premium cost of the following plans for all full-time nurses:
- i) Ontario Health Insurance Plan (OHIP) through the Employer Health Tax;
- (b) The Employer shall pay one hundred percent (100%) of the premium cost of the following plans for all full-time nurses, commencing after three (3) months of employment.
- i) Blue Cross #9 Dental Plan, based on the O.D.A. Fee Schedule, one (1) year behind the current fee schedule.
- ii) Semi-Private Coverage,
- iii) Long Term Disability Plan,
- iv) Group Life Insurance (two times (2x) annual salary),
- v) Accidental Death and Dismemberment (two times (2x) annual salary),

- vi) Extended Health Care (\$10.00 Single/\$20.00 Family Deductible) (Excludes over the counter drugs and supplies unless life sustaining) Drug dispensing fee capped at a maximum of \$10.00.
 - vii) Vision Care \$275.00 coverage every 24 months per family member and Eye Examination and Testing once every 24 months per family member.
 - viii) Hormonal IUD.
- (c) Dependent Life Insurance – dependent life coverage including \$5,000.00 for a spousal benefit and \$2,500.00 for a child benefit.
- 20.02 (a) All full-time nurses shall, as a condition of employment, participate in the Ontario Municipal Employees Retirement System. The Employer and the nurse shall make contributions in accordance with the plan.
- 20.03 The Employer shall continue to pay the premiums for benefit plans for nurses who are on leave of absence for pregnancy and/or parental leave as the Employment Standards Act or WSIB while they are employed by the Employer or any time when salary is received while they are employed by the Employer.
- 20.04 The Employer shall provide each nurse with information booklets outlining all of the current provisions in the benefit plans.
- 20.05 The Employer shall also provide the Association with a copy of all current information booklets provided to nurses, any group policies which provide the full details of the benefit plans, copies of financial reports supplied by carriers through group insurance plans, and actuarial reports relating to pension plans, as provided by OMERS and various agencies.
- 20.06 The nurse's share of the Employment Insurance premium reduction shall be used to offset costs of the Employer providing benefits.
- 20.07 The Employer shall not change carriers for any of the above plans without notifying the Association.
- 20.08 All eligible full-time nurses shall receive the benefits set out above.
- 20.09 During any leave of absence or layoff, the Employer shall continue to make payments on behalf of the nurses to all health and welfare plans for the period of one (1) calendar month.
- 20.10 Nurses are responsible for notifying the Payroll Manager, in writing, of any changes in her marital status, dependants or other changes within thirty (30) days of the change.
- 20.11 Nurses, who elect early retirement, may continue to be enrolled in the Employer's extended health benefits (limited to drugs and paramedical) by paying one hundred percent (100%) of the premium costs to age sixty-five (65). At the end of the month in which the retired nurse attains the age of sixty-five (65), she shall be removed

from the Employer's benefit program and shall be responsible for securing her own coverage.

(ARTICLES 20.12 TO 20.13 APPLY TO PART TIME NURSES ONLY)

- 20.12 Part-time nurses shall receive six percent (6%) of their regular straight time hourly rate in lieu of illness allowance and Health and Welfare Benefits offered to full-time nurses.
- 20.13 The Employer shall provide the OMERS pension plan for nurses.

ARTICLE 21 – MISCELLANEOUS

- 21.01 The Employer shall provide a bulletin board for the sole use of the Association in the main office and in the Branch offices.
- 21.02 A photocopy of this Agreement will be issued to each nurse now employed and as employed. Costs to be shared by the Association and the Employer.
- 21.03 If facilities are available, the Employer may grant permission to the Association to hold meetings on the Employer's premises during non-working hours.
- 21.04 Payroll is automatically deposited on a biweekly basis to the financial institution of the nurse's choice. Itemized pay stubs and supporting information are distributed by email or to the nurse in a sealed envelope, if requested.
- 21.05 The Employer agrees to continue "Errors & Omissions" Insurance Coverage with a minimum of \$1,000,000 protection including legal costs protection against claims arising out of employment duties.
- 21.06 In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated but shall be amended so as to conform with the requirement of any such law.
- 21.07 The Employer will notify the Association in writing of any changes in classification or new classifications or changes to job descriptions/competencies.
- 21.08
- (a) The Employer will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury/illness or when a full-time nurse goes on LTD.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a designated member of the Bargaining Unit to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

21.09

Modified Work/Return to Work Programs

- (a) The Employer and the Union recognize that the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled in order to enable their early and safe return to work.
- (b) Prior to any employee returning to work on a modified work program, the Employer will notify and meet with the employee, a member of the local executive and a staff representative of the Ontario Nurses' Association (if necessary), to discuss the circumstances surrounding the Employee's return to suitable work.
- (c) The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:
 - i) A nurse has the right to employment following an injury or illness if she/he is able to perform either the essential duties of her/his pre-injury/illness job or any other available suitable modified work.
 - ii) A nurse participating in this program shall be paid the applicable hourly rate in accordance with the Collective Agreement.
 - iii) A nurse with a disability has the right to have the workplace modified to accommodate her/his needs in order to facilitate an early and safe return to work to her/his pre-injury/illness job or other available suitable work.
 - iv) A nurse with a disability, who pre-injury/illness job cannot be accommodated to allow her/him to perform the essential duties of that particular job, shall be offered available alternative work that is comparable in nature and salary to the pre-injury/illness employment.
 - v) The Employer shall be obliged to accommodate a nurse as noted above up to undue hardship.
- (d) For full-time nurses where a medical condition requires a nurse to reduce their regular work hours, all hours not worked will be deducted from their illness credits.

21.10

Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Employer will discuss the changes with the Association and provide copies to the Association.

Once finalized, copies of the rules and policies will be placed in the work area, General Administrative Policies and Procedures Manuals. The nurses have a responsibility to make themselves aware of the content of the policies and procedures.

ARTICLE 22 - ORIENTATION AND INSERVICE

- 22.01 It is agreed that an orientation and inservice program will be provided in order to familiarize newly hired nurses with the Health Unit and update present nurses as to changes in theory, procedure and practices.
- 22.02 The period of orientation to the Health Unit will be a minimum of two weeks.

ARTICLE 23 – RETROACTIVITY

- 23.01 Wages shall be retroactive to April 1, 2009. Any employee hired since that date shall be entitled to retroactivity as from the date of hire. Any nurse who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following ratification. The Employer's letter in this regard will advise the terminated nurse of the entitlement to apply for retroactive salary and the method by which application is to be made.

All retroactivity shall be paid within six (6) weeks following the ratification of this Agreement.

Retroactivity shall be paid out on a separate cheque.

All other changes will be effective upon ratification unless specifically noted.

ARTICLE 24 – DURATION

- 24.01 This Agreement shall be effective from April 1, 2009, and shall continue in full force and effect up to and including March 31, 2012. If either party desires to modify or amend this Agreement, it shall give the other party notice, in writing, not earlier than ninety (90) days before the expiry date of its election to do so.

ARTICLE 25 - SALARY AND WAGE RELATED COMPENSATION

- 25.01 Related Experience Rating Schedule

A nurse will be placed on the salary grid in accordance with the following schedule:

	<u>Related Years Work Experience</u>	<u>Placement Upon Hiring</u>
(a)	Less than 12 months	Level I
(b)	12 months to 24 months incl.	Level 2
(c)	25 months to 36 months incl.	Level 3
(d)	37 months to 48 months incl.	Level 4
(e)	More than 49 months	Level 5

This provision applies to employees hired after date of ratification. Employees hired before date of ratification will be placed on the salary grid in accordance with this article effective date of ratification on the basis of their experience as of their original date of hire.

- Note: 1) Years referred to in above quotes are full-time equivalent years.
- 2) Upgrading to next level shall take place on *anniversary date (date of hire) and upon completion of one full-time equivalent year of service.

*Anniversary date changes when periods of interrupted service occur. An employee's service will be interrupted if she is absent for more than thirty (30) continuous calendar days without pay. The employee will not accumulate service or experience during an absence without pay of more than thirty (30) days, subject to the accrual of service during pregnancy and/or parental leave up to the Employment Standards Act maximum, for the purpose of this schedule.

25.02

A nurse in the employ of the Health Unit who holds a Temporary Certificate of Registration as a registered nurse and who obtains her/his General Certificate of Registration shall be given the salary of the Registered Nurse/PHN as provided in this Article effective the date of her/his General Certificate of Registration.

A nurse who holds a Temporary Certificate of Registration as a Registered Nurse who obtains a General Certificate of Registration shall be placed on the level in the Registered Nurse's/PHN salary grid which represents an increase in salary.

SIGNING PAGE

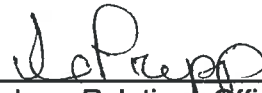
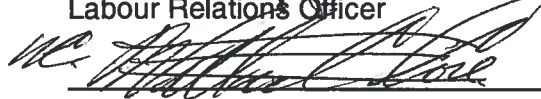
Dated at North Bay, Ontario this 24th day of March, 2010.

FOR THE HEALTH UNIT




Josée Goulet
CMUHQ-Banc

FOR THE ASSOCIATION


Labour Relations Officer



Flowers

William Schmie


APPENDIX "A"**SALARY SCHEDULES****REGISTERED NURSE****Effective**

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
April 1, 2009	59,980.00 32.84	61,382.00 33.61	63,237.00 34.63	65,136.00 35.67	67,089.00 36.74
April 1, 2010	61,629.00 33.75	63,070.00 34.54	64,976.00 35.58	66,927.00 36.65	68,934.00 37.75
April 1, 2011	63,324.00 34.67	64,804.00 35.49	66,763.00 36.56	68,767.00 37.66	70,830.00 38.78

Note: The nurse's biweekly salary will be computed by dividing the annual salary by 26.089.

The nurse's hourly rate will be computed by dividing her annual salary by 1826.23.

An employee who holds a temporary registration shall receive \$1.00 less per hour than Level 1 rate.

REGISTERED NURSE WITH A DIPLOMA IN PUBLIC HEALTH NURSING OR BACHELOR OF SCIENCE IN NURSING**Effective**

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
April 1, 2009	63,644.16 34.85	65,561.00 35.90	67,533.99 36.98	69,561.10 38.09	71,643.00 39.23
April 1, 2010	65,397.30 35.81	67,369.62 36.89	69,396.74 38.00	71,478.64 39.14	73,615.33 40.31
April 1, 2011	67,187.00 36.79	69,214.12 37.90	71,314.28 39.05	73,450.97 40.22	75,642.45 41.42

Note: The nurse's biweekly salary will be computed by dividing the annual salary by 26.089.

The nurse's hourly rate will be computed by dividing her annual salary by 1826.23.

An employee who holds a temporary registration shall receive \$1.00 less per hour than Level 1 rate.

LETTER OF UNDERSTANDING

Between:

NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT

And

ONTARIO NURSES' ASSOCIATION UNION (ONA)

RE: COMPENSATING TIME PAYOUT

In accordance with Article 17.03 of the ONA Collective Agreement, "work which is authorized in excess of thirty-five (35) hours per week will be paid at the rate of one and one-half (1 ½) times the nurse's regular hourly rate of pay. The Employer has the option of giving the nurse the equivalent premium time off in lieu of pay of overtime. Such time off shall be scheduled at a mutually agreeable time within one hundred and twenty (120) working days of the overtime being earned. If the nurse is unable to take the time off, it shall be paid out".

In order to ensure that this is administratively efficient, the above parties have agreed as follows:

1. The 120 working days will be deemed to be equal to a six (6) calendar month period from end of month in which compensating time is earned.
2. It is extremely important that employees, in consultation with their supervisor, use their compensating time prior to the six (6) month calendar period lapsing in order to ensure that employees' exposure to possible burnout is reduced and to control budget expenses.
3. Payout of Compensating Time

The Employer maintains a "monthly register" of compensating time earned and used in each month (see following example).

Example:

Compensating time earned in the calendar month of January 2001 not taken by July 31, 2001 would be paid out on the first pay period in August.

USED

Date	Earned	Jan.	Feb.	Mar.	April	May	June	July	Balance
Jan 4	7	0	0	0	0	0	0	0	To be paid out 6 months after month end in which time is earned, therefore, 1 st pay period in August
Jan. 10	4	0	0	0	0	0	0	0	
Jan. 20	3	0	0	0	0	0	0	0	
Jan. 31	2	0	0	0	0	0	0	0	
TOTAL	16	0	0	0	0	0	0	0	16 HOURS

Note:

1. If compensating time used slip does not reach payroll prior to payout, then payroll would have to reduce vacation credits for the compensating time used or recover overpayment on the next payroll.

Dated at North Bay, Ontario this 24th day of March, 2010.

FOR THE HEALTH UNIT

William P. Coe

Josée Goulet

Cherries-Bonelli

FOR THE ASSOCIATION

J. Prupp

Labour Relations Officer
William P. Coe

Privalpole

Fleves

Udon St Pierre

B. Hill

LETTER OF UNDERSTANDING

Between:

NORTH BAY PARRY SOUND HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

RE: Continued Benefit Coverage

The parties agree that the nurse listed below shall continue to have benefit coverage as outlined in this Letter of Understanding:

Francine Robert shall be covered by this letter if she is reduced to part-time status or laid off by the Employer. She will continue to be covered by the full time Collective Agreement provided she works full-time hours. If she chooses to become part-time, pursuant to a posting etc., she will not be covered by this letter and will be covered by the part-time Collective Agreement.

ARTICLE 14 - ILLNESS ALLOWANCE

- 14.01 (a) Illness allowance is payable when a nurse is absent from work due to illness or injury which is not compensable under the Workplace Safety and Insurance Act.
- (b) Illness allowance shall be granted to nurses on the basis of one and one-half (1½) days per month. (prorated if the nurse works less than a 35 hour week).
- 14.02 Forty-nine (49) hours of accumulated sick leave per year may be used by a nurse for medical and dental appointments.
- 14.03 (a) By January 31st of each year the Employer will notify the nurse of the amount of unused illness allowance to her credit.
- (b) All sick leave credits banked by employees as of December 31, 1981, and remaining in an employee's credit upon termination of employment, shall be paid out as follows:
- i) Ten (10) years or more of service - 50% of the remaining banked sick leave credits at current annual salary.
- (c) In the event of the death of a nurse, the value of accrued sick leave above shall be paid to the nurse's designated beneficiary. If there is no designated beneficiary, payment shall be made to the nurse's estate. The Employer shall provide the necessary forms to designate such beneficiaries.

14.04 There shall be no deduction from illness allowance credits when the nurse reports for work as scheduled and completes at least 3.25 hours before leaving work, up to a maximum three (3) incidents in a calendar year.

There will be a deduction from illness allowance credits when the nurse works only partial days for three (3) or more consecutive work days. For a period where the employee works partial days consecutively there will be a deduction for the third day and subsequent days.

14.05 If a nurse is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Employer, upon application from the nurse, will supplement the award by the Workplace Safety and Insurance Board for loss of wages to the nurse by such an amount that the award of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation by the Employer, will equal one hundred percent (100%) of the nurse's regular earnings to the limit of the nurse's allowance credit.

14.06 If a nurse becomes ill prior to or during her vacation, she shall be entitled to utilize her illness allowance credits for the period of time that she is ill, and shall also be entitled to reschedule her vacation or the balance thereof, to a later date. The nurse will be required to notify her supervisor as soon as possible after she becomes ill. The nurse will be required to produce a medical certificate.

14.07 A newly employed nurse who is absent from work because of illness or accident before accumulating sufficient illness credits to cover an illness, may draw in advance upon the credit that she would accumulate upon the completion of one (1) year's service. Should the nurse terminate prior to the completion of one year's service, she must reimburse the Employer at her then current rate of salary the portion of the illness allowance paid in advance but not yet earned.

14.08 Where a medical condition requires a nurse to reduce their regular work hours, all hours not worked will be deducted from their illness credits.

14.09 The Employer may require a medical report, which provides the information necessary to permit the Employer to assess the nurse's illness/injury as it relates to any work restrictions and prognosis for recovery when the Employee has been absent for more than five (5) consecutive working days. The Employer shall pay the expenses related to the preparation of this report. The report shall be provided to the Medical Officer of Health/Executive Officer and such information shall be reviewed in a confidential manner with appropriate management staff in order to ensure employees medical needs are properly responded to. Access to the report is limited to the employee's supervisor and the appropriate human resources staff.

Note: Part-time nurses listed in this Letter of Understanding shall be entitled to the above benefit on a pro rata basis.

ARTICLE 15 – PAID HOLIDAYS

15.01 The following shall be recognized as paid holidays:

New Year's Day	Labour Day
3 rd Monday in February (Family Day)	
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1)	Two Floating Holiday
Civic Holiday	

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

NOTE: When one (1) of the above referenced paid holidays (excludes the floating holidays) falls on a Saturday or Sunday, it shall be observed, for the purposes of this Agreement, on the next regularly scheduled working day and in the case of Boxing Day when it falls on a Sunday, it shall be observed on the following Tuesday.

15.02 In order to qualify for holiday pay in respect of such of the holidays referred to in Article 15.01, a nurse must have worked both her scheduled working day immediately preceding and following the holiday concerned unless she was absent due to illness (as verified by a medical certificate where required by the Employer).

15.03 In the event that a nurse is scheduled to work on any of the above holidays and works on the holiday, she shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate of pay for all hours worked on the holiday. In addition she shall be given one (1) day off with pay at her regular straight time hourly rate of pay, and such day off shall be taken on a day within ninety (90) calendar days of the paid holiday at a time mutually agreed.

15.04 When any of the above holidays occur during a nurse's annual vacation, another day of vacation shall be scheduled at a mutually agreeable time.

15.05 The floating holidays shall be scheduled at a mutually agreeable time.

15.06 Part-time nurses shall receive four and six-tenths percent (4.6%) of their regular straight time hourly rate in lieu of the recognized holidays listed in Article 15.01 above.

15.07 **Office Closure**

(a) The offices of the Employer will close at noon on the day before Christmas. Those employees who report to work for the morning shift (3½ hours) will receive payment for the afternoon shift (3½ hours) provided they would normally have been scheduled to work the afternoon shift.

(b) If the Employer closes its offices at noon on the day before New Year's, those employees who report to work for the morning shift (3½ hours) will receive payment for the afternoon shift (3½ hours) provided they would normally have been scheduled to work the afternoon shift.

ARTICLE 16 - VACATION**(ARTICLE 16.01 APPLIES TO FULL TIME NURSES ONLY)**

- 16.01 (a) The date for determining vacation entitlement in each year shall be January 1st. The nurse must take her vacation entitlement during the period of January 1st to December 31st. When a nurse is absent from work due to being on pregnancy/parental leave, she may carry forward any unused vacation into the next calendar year.
- (b) A nurse who has been hired before September 1st and with less than one year of service may carry her vacation entitlement forward one year only and take her full vacation entitlement in the next year.
- (c) The Employer will allow all nurses to carry over up to ten (10) days of vacation upon written request into the next year but these days must be taken in the next year. Requests will not be unreasonably denied.
- (d) All nurses who regularly works a thirty-five (35) hour week shall be granted vacation with pay as follows: (Vacation credits are prorated for nurses who regularly work less than a thirty-five (35) hour week).
- i) A nurse with less than two (2) years of continuous service will be entitled to 1.25 days per calendar month (105 hours per year).
 - ii) A nurse with two (2) or more years of continuous service but less than three (3) years of service will be entitled to 1.42 days per calendar month (119 hours per year).
 - iii) A nurse with three (3) or more years of continuous service but less than four (4) years of service will be entitled to 1.5 days per calendar month (126 hours per year).
 - iv) A nurse with four (4) or more years of continuous service but less than five (5) years of service will be entitled to 1.58 days per calendar month (133 hours per year).
 - v) A nurse with five (5) or more years of continuous service but less than ten (10) years of service will be entitled to 1.67 days per calendar month (140 hours per year).
 - vi) Nurses with ten (10) or more years of continuous service but less than fifteen (15) years of service will be entitled to 2.08 days per calendar month (175 hours per year).
 - vii) Nurses with fifteen (15) or more years of continuous service but less than twenty (20) years of service will be entitled to 2.5 days per calendar month (210 hours per year).
 - viii) Nurses with twenty (20) or more years of continuous service but less than twenty-five (25) years of service will be entitled to 2.92 days per calendar month (245 hours per year).
 - ix) Nurses with twenty-five (25) or more years of continuous service will be entitled to 3.33 days per calendar month (280 hours per year).

The nurse must reimburse the Employer the amount of any period of vacation she has taken but has not earned which was unearned if she leaves after taking unearned vacation.

- 16.03
- (a)
 - i) Vacation requests for the summer vacation period (June, July, August and September) are to be submitted by April 1st.
 - ii) Finalized summer vacation schedules will be posted on the intranet on April 15th for all vacations requested prior to April 1st.
 - (b)
 - i) Vacation requests for the winter vacation period (December, and January) are to be submitted by October 1st.
 - ii) Finalized winter vacation schedules will be posted on the intranet on October 15th for all vacations requested prior to October 1st.
 - (c)
 - i) Vacation requests for School Boards' March Break are to be submitted by January 15th.
 - ii) Finalized March Break vacation schedules will be posted on the intranet on February 1st for all vacations requested prior to January 15th.
 - (d) Vacations requested other than by the dates fixed in (a), (b) or (c) shall be given on a first come first serve basis and submitted at least one (1) month prior to the requested time. The Employer's response will be given within two (2) weeks of the submitted request.
 - (e) Any conflicts which result from 16.02 (a), (b), (c) and (d) above shall be resolved according to seniority.
 - (f) Vacations may be taken at any time during the year but are subject to the approval of the Employer.
 - (g) Vacations must be taken annually and are not cumulative, nor paid in cash.
- 16.04 If the Employer requires an employee to cancel their vacation, and it is not possible to reschedule it during a mutually agreeable time within the calendar year, the employee will be allowed to carry forward their vacation into the next year.
- 16.05 When a nurse's employment is terminated for any reason, she shall be entitled to a termination vacation payment covering vacation earned but not taken to the date of termination.
- 16.06 When requested by the full time nurse, within two (2) weeks in writing, vacation pay shall be available through direct deposit the pay day preceding the nurse's vacation.
- 16.07 In the event of death of a nurse, her executors or administrators shall be entitled to receive such vacation pay as may stand to her own credit, subject to the necessary tax releases being filed by said executors or administrators with the Director of Financial and Human Resources.

- 16.08 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.
- 16.09 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 13.05.
- 16.10 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 19 - CAR ALLOWANCE

- 19.01 (a) A nurse who is off work without pay in excess of ten (10) working days or who is absent due to illness in excess of thirty (30) working days shall have their travel allowance reduced proportional to time spent from work.
- i) Nurses who are currently receiving a fixed car allowance of \$135.00 per month (pro-rated for full-time nurses working less than (35) hours per week) shall be grandfathered and will have the option of maintaining their car allowance, plus receiving a per kilometre rate of \$0.36, effective July 1, 2009 and \$0.37 effective April 1, 2010 or give-up their fixed car allowance and receive only the kilometre rate based on the formula outlined below.
- ii) All nurses hired after July 13, 2009 and nurses who do not currently receive a fixed car allowance or employees who decide to give up their fixed car allowance and receive the following formula, will be entitled to receive the following formula for kilometres incurred while on health unit business:
- Formula: For each 1.6 cents per litre monthly change in the average price of gasoline, the kilometre allowance shall be revised accordingly at the first Friday of the first pay period of the following month by 0.4 cents per kilometre. For comparison purposes, the average price of regular unleaded gasoline on April 1, 1991 was 52.1 cents per litre. For the purpose of this calculation, the kilometre allowance was 31.5 cents/kilometre as of April 1, 1991.
- iii) The current charge for parking at the health unit in North Bay will be decreased from \$15.00 per month, per employee, to \$12.00 per month, per nurse.
- 19.02 (a) On the first payroll of the month bargaining unit members shall be reimbursed the fixed allowance (base rate).
- (b) On the last payroll of the month bargaining unit members shall be reimbursed for the other expenses (kilometres/parking expenses).
- 19.03 A nurse on a leave of absence or layoff will not be entitled to the car allowance beginning the first calendar month following the commencement of their leave of absence or layoff. When the nurse returns to work after a leave of absence or layoff,

the nurse will receive the car allowance for the first calendar month prorated and based on the number of days worked in the calendar month.

19.04 A nurse is required to carry a minimum of \$1,000,000 PL and PD insurance while in the employ of the Health Unit.

19.05 Where water transportation is authorized, the Board of Health will pay claims as provided on receipt.

Note: Part-time nurses listed in this Letter of Understanding shall be entitled to the base monthly rate on a pro rata basis.

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

20.01 (a) The Employer shall pay the full premium cost of the following plans for all part-time nurses listed in this Letter of Understanding:

i) Ontario Health Insurance Plan (OHIP) through the Employer Health Tax

(b) The Employer shall pay one hundred percent (100%) of the premium cost of the following plans for all part-time nurses listed in this Letter of Understanding, commencing after three (3) months of employment.

i) Blue Cross #9 Dental Plan, based on the O.D.A. Fee Schedule, one (1) year behind the current fee schedule.

ii) Semi-Private Coverage,

iii) Long Term Disability Plan,

iv) Group Life Insurance (two times (2x) annual salary),

v) Accidental Death and Dismemberment (two times (2x) annual salary),

vi) Extended Health Care (\$10.00 Single/\$20.00 Family Deductible) (Excludes over the counter drugs and supplies unless life sustaining) Drug dispensing fee capped at a maximum of \$10.00.

vii) Vision Care - \$275.00 coverage every 24 months per family member and Eye Examination and Testing once every 24 months per family member.

viii) Hormonal IUD

(c) Dependent Life Insurance – dependent life coverage including \$5,000.00 for a spousal benefit and \$2,500.00 for a child benefit.

20.02 (a) All nurses shall, as a condition of employment, participate in the Ontario Municipal Employees Retirement System. The Employer and the nurse shall make contributions in accordance with the plan.

20.03 The Employer shall continue to pay the premiums for benefit plans for nurses who are on leave of absence for pregnancy and/or parental leave as the Employment

Standards Act or WSIB while they are employed by the Employer or any time when salary is received while they are employed by the Employer.

- 20.04 The Employer shall provide each nurse with information booklets outlining all of the current provisions in the benefit plans.
- 20.05 The Employer shall also provide the Association with a copy of all current information booklets provided to nurses, any group policies which provide the full details of the benefit plans, copies of financial reports supplied by carriers through group insurance plans, and actuarial reports relating to pension plans, as provided by OMERS and various agencies.
- 20.06 The nurse's share of the Employment Insurance premium reduction shall be used to offset costs of the Employer providing benefits.
- 20.07 The Employer shall not change carriers for any of the above plans without notifying the Association.
- 20.08 All eligible part-time nurses listed in this Letter of Understanding shall receive the benefits set out above.
- 20.09 (a) During any leave of absence or layoff, the Employer shall continue to make payments on behalf of the nurses to all health and welfare plans for the period of one (1) calendar month.
(b) Notwithstanding Article 20.02 (a), when a nurse is laid off during the normal "school summer vacation period" benefits will continue to be cost-shared in the usual manner excluding Long Term Disability which will be 100% paid by the nurse.
- 20.10 Nurses are responsible for notifying the Payroll Manager, in writing, of any changes in her marital status, dependants or other changes.
- 20.11 Nurses, who elect early retirement, may continue to be enrolled in the Employer's extended health benefits (limited to drugs and paramedical) by paying one hundred percent (100%) of the premium costs to age sixty-five (65). At the end of the month in which the retired nurse attains the age of sixty-five (65), she shall be removed from the Employer's benefit program and shall be responsible for securing her own coverage.

Dated at North Bay, Ontario this 24th day of March, 2010.

FOR THE HEALTH UNIT

A. Merron
[Signature]
Josée Goulet
Menzies-Bonle

FOR THE ASSOCIATION

[Signature]
 Labour Relations Officer
[Signature]
[Signature]
[Signature]
William St Pierre
[Signature]

LETTER OF UNDERSTANDING

Between:

NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION UNION (ONA)

The parties agree to the following:

1. Registered nurses employed prior to January 1, 1993, in Public Health programs shall not be terminated by the employer for failing to obtain a B.ScN. degree/Public Health Nursing diploma.
2. Registered nurses employed in Public Health Programs prior to January 1, 1993, shall be allowed to transfer from full-time to part-time and vice versa and lack of B.ScN. Degree/Public Health Nursing diploma alone shall not be sufficient reason to deny a request for transfer.
3. It is understood that if the Employer posts a position requiring a B.ScN. / Public Health Nursing diploma as a basic requirement, full-time and part-time Registered Nurses on staff in the Public Health program prior to January 1, 1993, shall not be denied the right to apply and their applications will receive equal consideration.
4. Seniority lists shall be set up as follows:
 - (a) B.ScN./PHN diploma (includes RN's working in Public Health programs prior to January 1, 1993).
 - (b) Registered Nurses.

In the event of layoff, recall will be on the basis of that seniority within each of the respective groups. RN's on staff in Public Health prior to January 1, 1993, will be considered as "qualified to do available work" in the Public Health program areas.
5. Salary scale relevant to the actual qualifications, i.e. R.N., B.ScN. held by the employee will be paid.
6. This agreement to be attached and form part of the Collective Agreement.

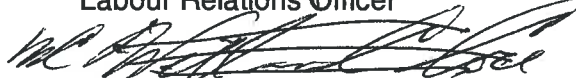
Dated at North Bay, Ontario this 24th day of March, 2010.

FOR THE HEALTH UNIT



Josée Goulet
Chirurgien - Bureau

FOR THE ASSOCIATION

J. Prepp
Labour Relations Officer


D Walpole

Fleves

Vivian St Pierre

B. Hubert

LETTER OF UNDERSTANDING

Between:

NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION UNION (ONA)

All former employees of the Muskoka Parry Sound Health Unit who transferred to the North Bay Parry Sound District Health Unit effective April 1, 2005 will retain their vacation level until such time as their entitlement matches their entitlement under the North Bay Parry Sound District Health Unit.

Dated at North Bay, Ontario this 24th day of March, 2010.

FOR THE HEALTH UNIT

FOR THE ASSOCIATION

William Cole

W. P. ...

Labour Relations Officer
~~*Mr. William Cole*~~

Josée Houlet

Chantal-Bonlie

D. Valpole

Fleaves

William G. P. ...
B. Hill

LETTER OF UNDERSTANDING

Between:

NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION UNION (ONA)

Re: Alternate Work Arrangements/Job Sharing Position

If the Employer and the Union mutually agree to either alternate work arrangements or job shared positions, the introduction and discontinuation of such arrangement will be determined by the parties.

Job sharing is defined as an arrangement whereby two (2) nurses share the hours of work of what would otherwise be one Full time position. Job shared nurses are classified as regular part time and covered by the provisions of this agreement applicable to part time nurses.

Alternate work arrangement applies to an individual, not to a position. In an alternate work arrangement, the member retains full-time status and all rights under the provisions of this collective agreement applicable to full time nurses.

Dated at North Bay, Ontario this 24th day of March, 2010.

FOR THE HEALTH UNIT

FOR THE ASSOCIATION

William Cole

J. Prapp
Labour Relations Officer
Mc. William Cole

Josée Goulet
CMorris - Banes

Prappole
Fleves

Ul Donat Renu
B. Hill