

COLLECTIVE AGREEMENT

Between:

RENFREW COUNTY AND DISTRICT HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Expiry Date: December 31, 2012

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE AND RECOGNITION	1
ARTICLE 2 - ASSOCIATION REPRESENTATION	1
ARTICLE 3 - ASSOCIATION SECURITY	2
ARTICLE 4 - MANAGEMENT RIGHTS.....	2
ARTICLE 5 - DEFINITIONS AND HOURS OF WORK	3
ARTICLE 6 – SENIORITY	4
ARTICLE 7 - SALARIES AND PROFESSIONAL CLASSIFICATIONS	6
ARTICLE 8 – HOLIDAYS	7
ARTICLE 9 – VACATIONS.....	8
ARTICLE 10 - ILLNESS ALLOWANCE.....	9
ARTICLE 11 - CAR ALLOWANCE	12
ARTICLE 12 - GRIEVANCE PROCEDURE AND ARBITRATION	12
ARTICLE 13 - LEAVES OF ABSENCE	14
ARTICLE 14 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL PROGRAM.....	17
ARTICLE 15 - BENEFIT PLANS	18
ARTICLE 16 – MISCELLANEOUS.....	19
ARTICLE 17 - DURATION OF AGREEMENT	19
ARTICLE 18 – RETROACTIVITY.....	19
SCHEDULE "A" - PART I	21
SCHEDULE "A" - PART 2	26
SCHEDULE "A" - PART 3	31
LETTER OF UNDERSTANDING	32
Re: Job Sharing	32
LETTER OF UNDERSTANDING	34
Re: Hours of Work	34

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.1 The general purpose of this agreement is to formally establish and maintain mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes, salaries, hours of work and other conditions of employment that are established by mutual agreement. It is recognized that the nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.2 The Employer recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed by the Employer, save and except employees whose duties are of a supervisory nature, home care case managers and employees in classifications which do not require a registered or graduate nurse qualification.
- 1.3 All references to officers, representatives, and committee members of the Association in this Agreement shall be deemed to mean officers, representatives and committee members of the Association's duly chartered local, namely, Local 49 - Ontario Nurses' Association.
- 1.4 For the purpose of this Agreement the "designee" of the Medical Officer of Health shall be the Department Head or the person who from time to time may be appointed to serve in the place and stead of the Department Head.
- 1.5 The Employer and the Association agree that there shall be no violation of the Human Rights Code by either party.
- 1.6 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used, where the context so requires.

ARTICLE 2 - ASSOCIATION REPRESENTATION

2.1 Association-Management Committee

The Employer will recognize a committee of up to two (2) Association representatives. Quarterly meetings of this committee and the Employer representatives may be held at the request of either party subject to ten (10) working days written notice, accompanied by the proposed agenda. An outside representative of either party may attend meetings if so mutually agreed.

Minutes of meetings shall be kept and each member of the committee shall receive a copy within two (2) weeks of the meeting.

One of the functions of this committee will be the examination of matters relating to Health Unit nursing programs and Professional Responsibility issues.

2.2 Negotiating and Grievance Committee

This committee shall represent the bargaining unit in negotiating renewal

agreements and handling complaints and grievances.

The committee shall consist of not more than two (2) members of the Association. Time spent during regular working hours for meetings with representatives of the Employer shall be paid by the Employer except for attendance at arbitration. It is agreed that no more than one (1) member of the committee shall attend meetings to discuss grievances.

- 2.3 One member of the Bargaining Unit may participate on a joint Health and Safety Committee. Authorized time spent on the Committee shall be paid at the applicable salary rate. A committee member shall not leave her regular duties for activities associated with this committee without first obtaining the permission of her Supervisor.
- 2.4 Committee members shall not leave their regular duties for the purposes of conducting any business on behalf of the Association, or in connection with this Agreement, without first obtaining the permission of the Medical Officer of Health or his designee. Committee members in return for observing the terms of this Article shall not suffer any reduction in regular earnings.

ARTICLE 3 - ASSOCIATION SECURITY

- 3.1 The Employer shall deduct monthly from the pay due to each nurse who is covered by this Agreement, a sum equal to regular monthly association dues of each nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer shall send to the Association once each month its cheque for the dues deducted under this clause. The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

The Employer shall send with the dues a list of nurses from whom deductions were made including deletions and additions from the preceding month and their social insurance numbers.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Association recognizes that the employer has all the regular and customary rights of management except insofar as they are modified or limited by this Agreement. Without limiting the foregoing, the regular and customary rights of management shall include the right:
- (a) to hire, retire, promote, demote and transfer employees, classify positions, maintain order and efficiency and increase or decrease the working force;
 - (b) to discharge, suspend, or otherwise discipline employees for proper cause subject to the option of the employee concerned to lodge a grievance under the procedure outlined in this Agreement.
 - (c) to determine schedules, shifts, hours, the contents of jobs, requirements and to assign work to the employees.

- (d) to determine the numbers of nurses, the location, extension, limitation, curtailment or cessation of operation or any part thereof, the services to be rendered and whether to perform a contract for goods and services.
- (e) the rights set out above shall not be exercised in an unreasonable manner or inconsistent with the provisions of the Collective Agreement.

ARTICLE 5 - DEFINITIONS AND HOURS OF WORK

- 5.1
- (a) Full-time Nurse - is a nurse who works thirty-five (35) hours per week. Normal hours of work may be changed by mutual agreement.
 - (b) Part-time Nurse - is a nurse who works less than thirty-five (35) hours per week and who:
 - i) works in accordance with a schedule predetermined by management according to its operational requirements; or
 - ii) on a call-in or relief basis.
 - (c) A temporary employee is an employee who is employed for a period of time not to exceed (35) thirty-five weeks. The period may exceed thirty-five (35) weeks if the temporary employee is hired to replace an employee absent due to illness, long term disability, WSIB, parental leave and/or leave without pay. At the end of the term assignment a temporary employee shall not be entitled to displace a permanent employee, however, any seniority accrued as a temporary employee shall be retained and carried forward if such employee is hired into a full-time or part-time position during the temporary assignment or hired within 6 months following the completion of a temporary assignment.
 - (d) The hours of work for a temporary employee shall be established by the management according to operational requirements.
- 5.2 All time worked in excess of thirty-five (35) hours per week shall be considered as overtime, subject to the following conditions:
- (a) The employee is authorized by her supervisor to work overtime.
 - (b) Time of less than one-half hour will not be counted. Time of at least a half an hour will be counted as one hour. Overtime shall be compensated at the rate of time and one-half of the regular rate of pay for hours worked or, at the nurse's option, in equivalent time off. Compensated time off shall be at a mutually agreeable time but within ninety (90) days of the conclusion of each overtime period worked. Overtime accrued prior to December 1 must be used by the end of payroll # 26 or will be forfeited unless prior approval is obtained from the Program Manager. Overtime earned between December 1 and December 31 shall not be eligible for compensated time off.

5.3 Shift Premium

Scheduled hours worked between 16:30 hours and 08:30 hours or 16:00 hours and

08:00 hours (summer schedule) shall be paid a shift premium of \$1.45 per hour.

5.4 Weekend Premium

Scheduled hours worked between midnight on Friday and midnight on Sunday shall be paid a weekend premium of \$1.60 per hour.

ARTICLE 6 – SENIORITY

- 6.1 (a) In all cases of transfer or promotion, the following factors shall be considered:
- i) ability, experience and performance;
 - ii) seniority.
- Where the qualifications of factor (i) are relatively equal, factor (ii) shall govern. Any applicant refused a position may ask for the reason for such refusal.
- (b) For the purpose of layoffs and recalls, seniority will be considered separately for Public Health Nurses, Registered Nurses in the Public Health Program. In the event that a reduction of the nurse force is required within a classification, the Board agrees to lay off, subject to seniority, part-time nurses before full-time nurses and the last to be employed will be the first to be laid off. When recalling nurses after layoff within a classification, those last to be laid off will be the first to be recalled. The Board agrees to inform the Association of the names of all nurses so laid off or recalled.
- (c) In the event a nurse is displaced as a result of the closure of an office, it shall be treated as a layoff. The affected nurse may exercise her seniority rights under Article 6.1 (b) and Article 6.3 (b) shall not apply.
- (d) In the event of a pending layoff of a permanent or long term nature, the employer will:
- i) provide the union with (45) forty-five calendar days notice of layoff;
 - ii) discussion regarding impending layoffs will take place at the association management meetings if requested by the union.
- 6.2 (a) Subject to 6.2 (d), seniority shall commence and accumulate from the date on which a nurse was employed by the Employer.
- (b) i) Seniority is to be retained and accumulated when a nurse is absent from work under the following circumstances:
- injury or illness covered by WSIB up to one (1) year;
 - illness for up to twelve (12) consecutive months;
 - approved leave of absence without pay for a period of up to one (1) month;
 - paid leave of absence;

- parental leave up to one (1) year;
 - education leave to a maximum of six (6) consecutive months.
- ii) Seniority will be retained but shall not continue to accumulate when a nurse is absent from work under the following circumstances:
- injury or illness covered by WSIB after one (1) year;
 - illness after one (1) year;
 - approved leave of absence without pay in excess of one (1) month;
 - parental leave due to medical requirements after one (1) year;
 - education leave after six (6) months;
 - laid off for a period of up to eighteen (18) months.
- iii) Seniority shall be lost and a nurse considered terminated if she:
- leaves of her own accord;
 - is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - is laid off for more than eighteen (18) consecutive months;
 - is in receipt of long term disability payments for more than thirty (30) consecutive months.
- (c) A seniority list showing each nurse's name and professional category shall be posted on the bulletin boards in conspicuous places on the Employer's premises and shall be revised yearly. Complaints concerning the accuracy of such lists will be considered within fifteen (15) days of posting and if no complaint is received within that time, such lists shall be presumed to be accurate. A copy of such lists will be sent to the Association at the time of posting.
- (d) A newly employed nurse shall be considered a probationary nurse until she has completed ninety (90) days of service, if full-time and 630 hours or one (1) year (less any leaves of absence) whichever comes first, if part-time, after which her name shall be placed on the seniority list, and her seniority shall date from the date of her employment. The release of any such nurse may occur at any time during the probationary period without recourse to the grievance procedure.

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

- 6.3 (a) An application for transfer system shall be established. Under such a system any nurse shall be able to fill out an appropriate form indicating her interest in working elsewhere in the health unit and her application shall be considered when a vacancy occurs. Prior to filling any position covered by this Agreement, the Employer shall post notice of the position on the bulletin boards at all offices and sub-offices for a minimum of ten (10) working days in order that all staff will know that the position is open and be able to make written application to the Employer.

- (b) A nurse shall not be transferred permanently to another area of the health unit except by mutual consent. If transfer is initiated by the Employer, reasonable moving expenses will be paid by the Employer.
- (c) There shall be written confirmation of the appointment or contract outlining salary and terms of employment.

6.4 No nurse shall be transferred to a position outside this bargaining unit without her consent.

- (a) If a nurse permanently transfers to a position outside this bargaining unit, she/he shall retain seniority accumulated up to the date of leaving the unit for use in the event she/he successfully applies for a posted vacant position within the bargaining unit provided such return occurs within six (6) months of accepting the permanent transfer.
- (b) If a nurse temporarily transfers to a position outside the bargaining unit, she/he shall remain a member of the bargaining unit during the temporary assignment. During the period of temporary transfer, a nurse shall not act as a bargaining unit representative. Such transfer will not exceed a one (1) year period and on completion of the temporary position the nurse will be returned to her/his former position.
- (c) On return to the bargaining unit from a temporary non-bargaining unit position the nurse must remain in the Bargaining Unit for six (6) months before being eligible for further consideration in filling non-bargaining unit vacancies.

6.5 A nurse who wishes to be considered for new responsibilities or roles which might become available due to the introduction of new programs may indicate such interest in writing to the Program Manager.

ARTICLE 7 - SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 7.1
- (a) Recent professional experience in a recognized Official Agency, Voluntary Public Health Agency or Government Social Agency within ten (10) years of hiring by the Employer, will be recognized on a year for year basis up to a maximum of five (5) increments.
 - (b) Other experience related to Public Health shall be recognized on a basis of one (1) year for each two (2) years of such experience. Such experience shall be determined by the Medical Officer of Health or his designee.
 - (c) Part-time service shall be recognized on the basis of 220 days (1,540 hours) equalling one year for purposes of the grid. In addition, experience in a Public Health Program shall be recognized on the basis of one (1) year for each two years of such experience.

7.2 Salaries and professional classifications are set forth in Appendix "A" and remain in effect for the duration of this Agreement.

- 7.3 When a new position appropriately covered by this Agreement is established, the salary shall be negotiated. If the parties are unable to agree, such dispute may be submitted to arbitration. The salary shall be retroactive to the date the position is established.
- 7.4 Any nurse designated to take over the duties of a Nursing Supervisor, in her absence, shall be paid an additional \$10.00 per day.

ARTICLE 8 – HOLIDAYS

- 8.1 (a) The following shall be recognized as holidays to be paid for at regular salaries:
- | | |
|----------------|---------------------------------|
| New Year's Day | Thanksgiving Day |
| Family Day | Remembrance Day |
| Good Friday | Half Day before Christmas |
| Easter Monday | (if it is a normal working day) |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Half day before New Years Day |
| Labour Day | (if it is a normal working day) |

NOTE: Employees will only be entitled to the ½ day before Christmas and the ½ day before New Years if ordinarily scheduled for the afternoon preceding Christmas and New Years Day.

- (b) If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as the holiday. Any other day proclaimed as a holiday by the Federal, Provincial or Renfrew County Government, or the Board of Health shall be recognized as an additional holiday.
- (c) If a statutory holiday falls on a non-working day or during vacation, it will be taken on a working day agreeable to the Medical Officer of Health or his designee.
- (d) If a recognized holiday falls on a weekend, it will be observed on the next working day unless there is a mutual agreement to an alternate day.
- (e) 1. A full-time nurse who works on a recognized paid holiday shall be paid at the rate of time and one-half her regular straight time hourly rate for hours worked and in addition, shall be granted a lieu day or portion thereof off with pay if she qualifies.

In order to qualify for holiday pay (an employee's regular daily rate), the nurse must work her last scheduled day before the holiday, and her first scheduled day following the holiday, unless she has reasonable cause for failing to work all such days. Reasonable cause includes any time granted by the employer and/or any leaves (includes vacation, Short-Term Disability, bereavement, union leaves) which a nurse is entitled to under the Collective Agreement.

2. A part-time nurse who works on a recognized paid holiday shall be paid at the rate of one and one-half her regular straight-time hourly rate.

In order to qualify for holiday pay (an employee's regular daily rate), the nurse must have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday.

- (f) An employee shall not receive holiday pay for any holidays which occur after one (1) month of unpaid leave (including LTD, WSIB and maternity and other parental leaves) or short-term disability. This provision will not apply to pregnancy and parental leave if the *Employment Standards Act* provides for this benefit during these leaves.

ARTICLE 9 – VACATIONS

9.1 Each full time nurse shall accumulate paid vacation entitlement on the basis of the following:

- During the first fourteen (14) years of employment, twenty-one (21) days per year;
- After the completion of fourteen (14) years of employment, twenty –six (26) days per year;
- After completion of nineteen (19) years of employment, twenty-eight (28) days per year.

A nurse shall not accumulate paid vacation entitlement during unpaid leaves of absence (including LTD, WSIB, Pregnancy or other Parental Leaves) or short term disability beyond thirty (30) consecutive calendar days.

All vacation periods shall be taken at a time mutually agreeable between the Employer and the Employee.

9.2 On completion of ninety (90) days of service any full-time nurse may anticipate her paid vacation entitlement in any year to the total of the number of days she will accumulate for that calendar year.

A full-time nurse may carry unused vacation to the ensuing calendar year to a maximum of one year's earnings. Vacation earning in excess of that which may be carried to the next calendar year will be scheduled prior to the end of each calendar year.

9.3 Part time nurses shall be granted vacation time off on the same basis as full time nurses. Vacation pay for part time nurses shall be 8.5% of their wages and shall be paid bi-weekly. A part-time nurse may anticipate her annual vacation time off accrual based on hours worked in the previous year.

9.4 On termination of employment for any reason the value of any vacation entitlement used but not earned shall be deducted from the nurse's terminal paycheck. The

value of any vacation entitlement earned but not used shall be added to the nurse's terminal paycheque.

- 9.5 (a) A Vacation Planning Schedule shall be distributed to nurses by May 1st for summer vacation and by November 1st for winter vacation. On or before May 15th or November 15th, nurses shall document their proposed vacation on the Schedule and will forward it along with a completed Leave Report to their supervisor. Confirmation or denial of vacation requests shall be provided by May 31st or November 30th.

Vacations shall be granted on a seniority basis in the event that all requests cannot be granted at a given time.

- (b) All requests for vacation outside of the formal request procedure will be answered on an individual basis.

Requests for scattered vacation periods up to a maximum of seven (7) working days per year will be considered in increments of not less than one-half (1/2) day. Requests for the remaining annual vacation entitlement will be considered in increments of not less than five (5) working days. For the purposes of this Article, for those weeks which include a holiday under Article 8.1, the holiday is considered to be included within the five (5) working days.

Seniority shall not apply in those instances where vacation has already been requested and granted.

ARTICLE 10 - ILLNESS ALLOWANCE

10.1 Short Term Disability

The Employer shall provide full-time employees with the following Short-Term Disability Plan:

- (a) Full-time employees shall be eligible for coverage after three months of service with the Health Unit. Except if there is a break in service, the pro-rated part-time service shall be counted in determining eligibility under the waiting period and in determining the extent of leave available at 100% of salary.
- (b) All eligible full-time employees who are absent from work and who are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the following schedule:

<u>Length of Service</u>	<u>100% of Salary</u>	<u>67% of Salary</u>
3 months < 1 year	1 week	16 weeks
1 year < 2 years	3 weeks	14 weeks
2 years < 3 years	6 weeks	11 weeks
3 years < 4 years	9 weeks	8 weeks
4 years < 5 years	12 weeks	5 weeks
Over 5 years	17 weeks	0 weeks

Based on the number of years of service, an employee shall be eligible for an annual entitlement of seventeen (17) weeks of sick leave coverage, a portion at 100% of salary and the balance at 67% in accordance with the above schedule.

- i) For employees hired prior to January 18, 1999 this clause is status quo.
- ii) For those employees hired after January 18, 1999 the following will apply:

<u>Length of Service</u>	<u>100% of salary</u>	<u>67% of Salary</u>
Full-time employees		
3 months < 1 year	3 days	2 weeks
1 year < 2 years	1 week	16 weeks
2 years < 3 years	2 weeks	15 weeks
3 years < 4 years	3 weeks	14 weeks
4 years < 5 years	4 weeks	13 weeks
> 5 years	5 weeks	12 weeks

Based on the number of years of service, an employee shall be eligible for an annual entitlement of sick leave coverage in accordance with the above schedule.

- (c) Sick leave entitlement shall be automatically renewed annually each January 1st provided that the employee is at work. If an employee is not at work at the beginning of the new year, the sick leave entitlement will not renew until the employee actually returns to work and, in the event the employee has been absent on sick leave, can demonstrate the ability to perform the normal duties and responsibilities of the position. An employee may be required to produce a medical certificate from a qualified medical practitioner for this purpose.

10.2

(a) Certification for Leave

A medical certificate, paid for by the employer shall be required;

- i) for any sick leave of absence of three (3) consecutive days or longer;
- ii) for cumulative sick leave in excess of five (5) days usage in a calendar year which has not been medically certified
- iii) for any sick leave of absence if abuse is suspected;

Medical certificates, when required, shall be provided within three (3) working days of the commencement of the leave.

- (b) Where the employer engages a claims adjudicator, the nurse as a condition of entitlement shall consent to the disclosure of such medical information as might be required to determine eligibility for benefits. The medical information which is disclosed shall be retained in confidence by the claims

adjudicator except for such information as might be required by the employer to develop appropriate rehabilitative or accommodation measures.

- (c) During a period of short term sick leave, the eligible rate of pay shall be continued. However, if benefit documentation is not supplied to the claims adjudicator or if the employer or claims adjudicator determine that the nurse is not eligible for sick leave, the absence shall be without pay and the overpayment shall be deducted from future earnings. It is understood that a denial of short term sick leave entitlement may be the subject of a grievance under Article 12. If a grievance is filed, the recovery of the overpayment will be delayed until such grievance has been resolved.

(d) Medical Examination

In the event that abuse of sick leave is suspected or where legitimate but excessive sick leave usage occurs, an employee may be required to have a medical examination by a physician appointed by the Health Unit. Applicable costs involved shall be paid by the Health Unit.

10.3 Long Term Disability

- (a) Effective June 1, 1992, the Employer agrees to pay seventy-five percent (75%) of the premium for long-term disability insurance for full-time employees. The Employer will arrange the insurance (subject to availability) and administer the program.
- (b) The Employer will provide plan outlines from the insurance carrier for purpose of plan information.

10.4 Effective the date that the new Short Term and Long Term Disability Plans are established, the accumulation of unused sick leave credits shall be discontinued.

Existing sick leave credits for each nurse shall be banked and on termination payment at the nurse's then current salary will be made for one-half of all banked credits up to a maximum of six (6) months salary (130 working days). In the case of death, payment shall be to the nurse's estate.

10.5 Benefit Continuation

During any periods of Short Term Disability, the Employer will continue to provide its share of premiums to life and health benefits. During the first two years of Long Term Disability, the Employer will make available to employees the life and health benefit program subject to receipt of the benefit premium by the employee.

Following the Short Term Disability period and the first two years of Long Term Disability, benefits will be terminated with the exception of those for which waiver of premium has been established.

10.6 Medically certified reported illness of five (5) or more consecutive working days occurring during vacation, reported at the time of illness, shall be considered sick time and not vacation time, excludes weekends off and recognised holidays off.

ARTICLE 11 - CAR ALLOWANCE

- 11.1 (a) Each employee covered by this Agreement who is required to operate her automobile in the course of her employment shall be entitled to a basic car allowance on the following schedule: Basic allowance of eighty dollars (\$80.00) plus:
- \$0.49 per kilometre for all kilometres effective January 1, 2009
 - \$0.50 per kilometre for all kilometres effective January 1, 2010
 - \$0.51 per kilometre for all kilometres effective January 1, 2011
 - \$0.52 per kilometre for all kilometres effective January 1, 2012
- (b) The foregoing allowance shall be calculated on a monthly basis.
- (c) The basic car allowance for part-time nurses shall be pro-rated.
- (d) The basic allowance for full-time and the pro-rated allowance for part-time shall only be paid if a nurse is actively at work during a calendar month.

ARTICLE 12 - GRIEVANCE PROCEDURE AND ARBITRATION

- 12.1 Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. A grievance shall be defined as a complaint regarding the interpretation or alleged violation of this Agreement.
- 12.2 A nurse shall not be considered to have a grievance until she has discussed the matter with the Program Manager or the Medical Officer of Health.
- 12.3 In the event of a complaint by a nurse covered by this agreement that she has been discriminated against or discharged or disciplined without just cause, or has been otherwise dealt with unjustly, she may file a grievance against the Employer. All grievances shall be in writing and shall contain a statement of the facts giving rise to the grievance. The grievance shall be filed within ten (10) working days of the occurrence giving rise to the grievance and the following shall be the procedure in processing and handling all grievances:

Step No. 1

The nurse and/or representative of the Association shall take the matter up with the Program Manager who shall give her decision in writing within five (5) working days of receipt of the grievance.

Step No. 2

If the grievance is not settled at Step No. 1, the nurse and/or a representative of the Association may, within five (5) working days of the date of receiving the answer of the Program Manager (or if no answer is received under Step No. 1, then within five (5) working days after such an answer ought to have been received), refer the grievance to the Medical Officer of Health and that Officer shall give a decision in writing within five (5) working days of receipt of the grievance.

Step No. 3

If the grievance is not settled at Step No. 2, then the Grievance Committee may, within five (5) working days of the date of receiving the answer of the Medical Officer of Health (or if no answer is received under Step No. 2, then within five (5) working days after such an answer ought to have been received) refer the grievance, in writing, to the Board of Health, who shall meet with the Association Committee within ten (10) working days of the referral. The Board shall render its decision in writing within five (5) working days of the meeting. If the grievance is not settled at Step No. 3, the Association may refer the grievance to arbitration within ten (10) working days from the date of the Board's response.

Note: Any one of the time allowances provided above may be extended by mutual written agreement between the parties.

- 12.4 When 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 of the parties may after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance may be referred to arbitration through the expedited process, s.49 of the *Labour Relations Act*. Alternatively, the grievance may be referred to a board of arbitration and such notice shall contain the name of the party's appointee to an arbitration board. The recipient of the notice shall within three (3) days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so appointed, shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour for 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 is final and binding upon the parties and upon any nurse affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the chairman governs.
- 12.5 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the chairman. A sole arbitrator may be mutually agreed by the parties.
- 12.6 In the event a nurse is discharged and it is considered an injustice has been done, the matter may be taken up as a grievance at Step No. 3 of the Grievance Procedure.
- 12.7 A policy grievance shall be defined as a grievance arising directly between the Employer and the Association concerning interpretation, application, administration, or alleged violation of this memorandum of Agreement. This grievance shall proceed directly to Step No. 3.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Bereavement Leave

Death in Family - Subject to prior approval, three (3) days absence, including the day of the funeral, shall be allowed probationary and permanent nurses without loss of wages or penalty from scheduled days upon the death of father, mother, brother, sister, spouse, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, grandparent, or any blood relative living as part of the nurse's household.

A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service for, grandparent of her/his spouse.

Further leave of absence or leave on death of any other person may be granted without pay.

Should the death of a parent, spouse or child occur during a nurse's scheduled vacation, an additional three (3) days of paid vacation shall be added to the vacation period.

Note: "Spouse" for the purposes of bereavement leave shall be defined as in the *Family Law Act*.

Family Medical Leave

All other family medical leave shall be authorized at the discretion of the Medical Officer of Health or his designee.

13.2 1. Pregnancy and Parental Leave of Absence (Including Adoption)

- (a) Pregnancy and parental leave shall be granted in accordance with the *Employment Standards Act*.
- (b) Maternity or adoption leave may be granted for a period of up to fifty-two (52) weeks, to be taken consecutively before and after the birth of the child. After the period of leave, the nurse shall return to her former position if it still exists, or to a comparable one, if it does not, and shall be paid at the salary she would have earned had she worked throughout the leave.
- (c) During the statutory period of leave (*Employment Standards Act*) for regular full-time nurses, the Employer shall continue to pay the Employer's portion of group life and health benefits. During the non-statutory period group life and health benefits may be continued provided that the employee pays her share of the benefit premium. If the nurse does not return to regular duty after the Leave and does not continue in the employment of the Employer for a period of at least six (6) weeks, the Employer's contribution to such benefits during the non-statutory period shall be reimbursed to the Employer.

- (d) Under the Terms of Clause 13.2 of this Agreement, a nurse who has been granted a leave of absence under the terms of this Clause shall notify the Medical Officer of Health or his designee, not less than four (4) weeks prior to the date of expiration of her authorized leave of absence, of her intention to return to work, and the date of her availability to return to work.

2. Maternity and Adoption Leave Allowance

- (a) After completion of thirteen (13) weeks of continuous employment, a nurse who provides the Employer with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 18, *Employment Insurance Act*, 1971, shall be paid a maternity or adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) An applicant shall sign an agreement with the Employer, providing:
- i) that she will return to work and remain in the Employer's employ for a period equivalent to the duration of the paid leave.
 - ii) that she will return to work on the date of the expiry of her maternity or adoption leave, unless this date is modified with the Employer's consent or unless the nurse is then entitled to another leave provided for in this collective agreement.
- (c) Should the nurse fail to return to work or fail to continue working for the period in (2)(b)i) above, the nurse recognizes that she is indebted to the Employer for the amount received as maternity or adoption leave allowance.
- (d)
1. Application for E.I.: the claimant will apply and be in receipt of E.I. benefits before SUB payments become payable (E.I. Regulations 57(13)(c)).
 2. Vested Interest: employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan (E.I. Regulation 57 (13)(h)).
 3. Other Income: 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 this plan (E.I. Regulation 57(13)(i)).
- (e) Rate of Allowance

In respect of the period of maternity or adoption leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- i) for the first two (2) weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive, if any, and eighty-four percent (84%) of her weekly wage; and
- ii) up to fifteen (15) additional weeks payments equivalent to the difference between the Employment Insurance benefits the nurse receives and eighty percent (80%) of her weekly wage provided the contribution does not exceed 24% of the nurse's weekly wage;
- iii) Any change to the legislation governing Employment Insurance provisions pertaining to this supplementary unemployment insurance benefit plan shall not cause the Employer's participation to increase from the present percentage or amount paid.
- iv) Weekly wages for part-time nurses shall be the average of the twenty (20) weeks immediately preceding the commencement of the leave.

13.3 Leave of Absence for Court Responsibilities

The Employer shall grant a leave of absence without loss of seniority or benefits to a nurse who serves as a juror or subpoenaed Crown Witness at any Court. The Employer shall pay such nurse the difference between her normal earnings and the payment she receives for Jury service or Crown Witness service, excluding payment for travelling, meals or other expenses. Time spent by a nurse required to serve as a Witness in Court in any matter arising out of her employment shall be considered as time worked at the appropriate rate of pay.

13.4 Association Leave

- (a) The employer agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings and to any nurse elected to the position of Local Coordinator. Leave shall be limited to thirty (30) days per year in total for all employees to which the terms of this agreement apply with an additional forty-five (45) days leave for the purpose of fulfilling the Coordinator duties should a nurse be elected to such position.
- (b) A nurse who is elected to the Office of the President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence for a period of up to two (2) year, without loss of seniority and benefits. During such leaves of absence, salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and employee contributions to benefits. The nurse agrees to notify the Employer of her intention to return to work within four (4) weeks following termination of Office.
- (c) A nurse who is elected to the Board of Directors of Ontario Nurses' Association, other than to the Office of President, shall be granted leave of absence without pay up to a total of forty (40) days annually. There shall be

no loss of seniority for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leaves of absence for Board members of Ontario Nurses' Association will be separate from the Association leave provided in this Article of this Agreement.

- (d) A nurse absent on Association Leave shall have her salary and benefits kept whole by the Employer and the Association agrees to reimburse the Employer for such salary and benefits paid. It is understood that reimbursement for benefits does not include vacation pay unless the leave exceeds one (1) month in duration.

- 13.5 Each full-time nurse may be granted a paid leave of absence for personal doctor, dentist, and other medical appointments up to a maximum average of one-half (1/2) day per working month in any year, subject to the approval of the Medical Officer of Health or his designate. Unused leave under this clause may not be carried into the ensuing year. Such leave will be deemed to be leave under the Short Term Disability Plan. Requests for leave for medical appointments must be supported by an appointment card or other proof of appointment.
- 13.6 Nurses will be entitled to Emergency Leave according to the requirements under the *Employment Standards Act*. It is agreed that the nurses may use such leave for professional appointments such as medical, dental, legal, school and optical of family members.
- 13.7 The Employer may, in its discretion, grant a requested leave of absence without pay to a nurse for personal reasons.

ARTICLE 14 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL PROGRAM

- 14.1 There will be an orientation program for new nurses which will include:
- (a) administrative structure of the Health Unit
 - (b) a general orientation to the district and facilities available.
- The foregoing orientation program shall be formulated by the Association/Employer Committee.
- 14.2 A staff educational program of at least one (1) day per month or equivalent for all nurses shall be provided.
- 14.3 Applications for the following shall be directed to the Program Manager and shall be subject to the approval of the Medical Officer of Health and the Board:
- (a) Attendance as a delegate or for professional interest at professional meetings (RNAO, OPHA, CPHA, CNA, ICN) without loss of salary for full-time nurses.
 - (b) Reimbursement of tuition fees of a nurse who has successfully completed a course which will enrich the community health program. Subject to the foregoing, payment under this clause shall be conditional upon the Board's

commitment to approve reimbursement for tuition fees at the time of course registration.

- (c) Leave of absence with pay to allow a nurse to write the required examination on completion of a course of study related to the profession.
- (d) Provision for educational leave and sabbatical leaves of absence.
- (e) Payment for accommodation, meals and transportation if a nurse has been asked by the Employer to attend professional meetings or educational conferences.

14.4 When an employee is required by the Employer to attend professional meetings or educational conferences outside of the regularly scheduled working hours, she shall be paid for all time spent travelling to and from and attendance at such courses at her regular straight time hourly rate of pay.

14.5 When any formal type of evaluation, progress report or assessment related to performance, nursing practice or other employment related matters are completed for any nurse, it is understood that such nurse shall be given an opportunity to sign the document, indicate any area of disagreement and be provided with a copy of the document.

ARTICLE 15 - BENEFIT PLANS

15.1 Pensions - O.M.E.R.S. and Canada Pension Plan shall apply to the nurses covered by this Agreement.

Eligible part-time nurses may participate in the O.M.E.R.S. Pension Plan. Where a part-time nurse voluntarily joins the pension plan, or where a full-time nurse transfers to a part-time position, the percentage in lieu of benefits shall be reduced by the amount equivalent to the Employer's pension contribution.

15.2 Semi-Private Coverage - The Employer will pay 100% of the billed premium for semi-private hospital coverage.

15.3 Group Life Insurance - Accidental Death & Dismemberment of up to \$70,000.00 for basic term insurance in the amount of two (2) times nurse's annual salary.

15.4 Dental Plan - Subject to the terms and conditions of the Plan, the Employer shall provide coverage under a group Dental Plan (Blue Cross #9 or its equivalent) based on the current O.D.A. Fee Schedule for all full-time nurses. The Employer shall contribute 75% of the billed premiums towards coverage of eligible participating nurses under the plan for either single or family coverage.

15.5 Malpractice Insurance - The Employer shall provide malpractice and professional liability insurance.

15.6 Extended Health Care - Subject to the terms and conditions of the plan, all full time eligible nurses hired after April 24, 1985 shall participate in an Extended Health Care Plan (Blue Cross 10/20 deductible or equivalent). The Employer shall contribute seventy-five percent (75%) of the billed premium for such plan.

ARTICLE 16 – MISCELLANEOUS

- 16.1 The Employer shall provide sufficient copies of this contract for each member of the Association.
- 16.2 The Association may hold meetings outside Health Unit hours on the premises of the Employer with the permission of the Medical Officer of Health.
- 16.3 Certificates of Registration
As a condition of continuing employment each nurse shall hold a valid current certificate of registration as required by the *Regulated Health Professions Act, 1991* and *Nursing Act, 1991*, as amended, and shall provide a copy of such certificate of registration annually.
- 16.4 On authorization of the Medical Officer of Health, the Employer agrees to provide access to the Health Unit's legal counsel for a nurse required to go to court in connection with her job duties.

ARTICLE 17 - DURATION OF AGREEMENT

- 17.1 This Agreement shall be for a period commencing on the first day of January 2009 and ending on the thirty-first (31st) day of December, 2012.
- 17.2 Upon the termination of this Agreement as provided by this clause the parties shall, while a new contract is being negotiated continue to be bound and governed by the terms of this Agreement.
- 17.3 This Agreement shall remain in force for the mentioned period above and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days and not less than fifteen (15) days prior to the termination date of this Agreement.

ARTICLE 18 – RETROACTIVITY

- 18.1 (a) The Board will notify employees who have left the employment of the Board since that date of their right to make application. Retroactivity of wages (Article 18.1 (b) and kilometre allowance (Article 11.1); otherwise provisions of the Memorandum of Agreement shall be effective as of the date its ratification by the parties.
- Retroactive payments will be made within four (4) weeks on a separate payment of the date of ratification by the Parties.
- (b) Salary Schedule - Part 1 & 2
- The existing Salary Schedule to be adjusted as follows:

Effective January 1, 2009	4.0%
Effective January 1, 2010	3.0%
Effective January 1, 2011	3.0%
Effective January 1, 2012	3.0%

* plus pay equity adjustments as per Memorandum of Agreement dated June 28, 2010.

- (c) Further, that this percentage be applied to the increments of each classification and that the increment be consistent across that classification.

Dated at Pembroke, Ontario, this 16 day of July, 2010

FOR THE EMPLOYER

C. [Signature]

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

game yonthe
Christie Adm

SCHEDULE "A" - PART I**RENFREW COUNTY AND DISTRICT BOARD OF HEALTH
AND ONTARIO NURSES' ASSOCIATION**

Week Days/Yr.	2009: 261	2010: 261	2011: 260	2012: 261
Week Days/Bi-Wkly	10.0	Week Hrs/Bi-Wkly		70.0
Class	Annual	Bi-Weekly	Daily	Hourly
Paid	Salary	Rate	Rate	Rate

Senior Nurse

<u>Effective Jan. 1, 2009</u>				
SNO	63,133.00	2,418.89	241.89	34.5556
SNI	64,401.00	2,467.47	246.75	35.2496
SNII	65,664.00	2,515.86	251.59	35.9409
SNIII	66,930.00	2,564.37	256.44	36.6338
SNIV	68,193.00	2,612.76	261.28	37.3251
SNV	69,462.00	2,661.38	266.14	38.0197
SNVI	70,727.00	2,709.85	270.98	38.7121
SNVII	71,989.00	2,758.20	275.82	39.4028
SNVIII	73,259.00	2,806.86	280.69	40.0980

<u>Effective Jul. 1, 2009</u>				
SNO	65,974.00	2,527.74	252.77	36.1106
SNI	67,299.00	2,578.51	257.85	36.8358
SNII	68,619.00	2,629.08	262.91	37.5583
SNIII	69,942.00	2,679.77	267.98	38.2824
SNIV	71,262.00	2,730.34	273.03	39.0049
SNV	72,588.00	2,781.15	278.11	39.7307
SNVI	73,910.00	2,831.80	283.18	40.4543
SNVII	75,229.00	2,882.34	288.23	41.1762
SNVIII	76,556.00	2,933.18	293.32	41.9026

<u>Effective Jan. 1, 2010</u>				
SNO	67,953.00	2,603.56	260.36	37.1938
SNI	69,318.00	2,655.86	265.59	37.9409
SNII	70,678.00	2,707.97	270.80	38.6853
SNIII	72,040.00	2,760.15	276.02	39.4308
SNIV	73,400.00	2,812.26	281.23	40.1752
SNV	74,766.00	2,864.80	286.46	40.9228
SNVI	76,127.00	2,916.74	291.67	41.6678
SNVII	77,486.00	2,968.81	296.88	42.4116
SNVIII	78,853.00	3,021.19	302.12	43.1598

<u>Effective Jan. 1, 2011</u>				
SNO	69,992.00	2,692.00	269.20	38.4571
SNI	71,398.00	2,746.08	274.61	39.2297
SNII	72,798.00	2,799.92	279.99	39.9989
SNIII	74,201.00	2,853.88	285.39	40.7698
SNIV	75,602.00	2,907.77	290.78	41.5396
SNV	77,009.00	2,961.88	296.19	42.3126
SNVI	78,411.00	3,015.81	301.58	43.0830
SNVII	79,811.00	3,069.65	306.97	43.8522
SNVIII	81,219.00	3,123.81	312.38	44.6258

Class Paid	Annual Salary	Bi-Weekly Rate	Daily	Hourly
<u>Effective Jan. 1, 2012</u>				
SNO	72,092.00	2,762.15	276.21	39.4592
SNI	73,540.00	2,817.62	281.76	40.2518
SNII	74,982.00	2,872.87	287.29	41.0411
SNIII	76,427.00	2,928.24	292.82	41.8320
SNIV	77,870.00	2,983.52	298.35	42.6218
SNV	79,319.00	3,039.04	303.90	43.4149
SNVI	80,763.00	3,094.37	309.44	44.2053
SNVII	82,205.00	3,149.62	314.96	44.9945
SNVIII	83,656.00	3,205.21	320.52	45.7887

Degree Public Health Nurse

<u>Effective Jan. 1, 2009</u>				
DPHNO	62,369.00	2,389.62	238.96	34.1374
DPHNI	63,634.00	2,438.08	243.81	34.8298
DPHNII	64,899.00	2,486.55	248.66	35.5222
DPHNIII	66,164.00	2,535.02	253.50	36.2146
DPHNIV	67,429.00	2,583.49	258.35	36.9070
DPHNV	68,698.00	2,632.11	263.21	37.6015
DPHNVI	69,961.00	2,680.50	268.05	38.2928
DPHNVII	71,226.00	2,728.97	272.90	38.9852
DPHNVIII	72,493.00	2,777.51	277.75	39.6787

<u>Effective Jul. 1, 2009</u>				
DPHNO	65,176.00	2,497.16	249.72	35.6738
DPHNI	66,498.00	2,547.82	254.78	36.3974
DPHNII	67,819.00	2,598.43	259.84	37.1204
DPHNIII	69,141.00	2,649.08	264.91	37.8440
DPHNIV	70,463.00	2,699.73	269.97	38.5676
DPHNV	71,789.00	2,750.54	275.05	39.2934
DPHNVI	73,109.00	2,801.11	280.11	40.0159
DPHNVII	74,431.00	2,851.76	285.18	40.7395
DPHNVIII	75,755.00	2,902.49	290.25	41.4641

<u>Effective Jan. 1, 2010</u>				
DPHNO	67,131.00	2,572.07	257.21	36.7438
DPHNI	68,493.00	2,624.25	262.43	37.4893
DPHNII	69,854.00	2,676.40	267.64	38.2343
DPHNIII	71,215.00	2,728.54	272.85	38.9792
DPHNIV	72,577.00	2,780.73	278.07	39.7247
DPHNV	73,943.00	2,833.07	283.31	40.4724
DPHNVI	75,302.00	2,885.13	288.51	41.2162
DPHNVII	76,664.00	2,937.32	293.73	41.9617
DPHNVIII	78,028.00	2,989.58	298.96	42.7083

Class Paid	Annual Salary	Bi-Weekly Rate	Daily	Hourly
<u>Effective Jan. 1, 2011</u>				
DPHN0	69,145.00	2,659.42	265.94	37.9918
DPHNI	70,548.00	2,713.38	271.34	38.7626
DPHNII	71,950.00	2,767.31	276.73	39.5330
DPHNIII	73,351.00	2,821.19	282.12	40.3027
DPHNIV	74,754.00	2,875.15	287.52	41.0736
DPHNV	76,161.00	2,929.27	292.93	41.8467
DPHNVI	77,561.00	2,983.12	298.31	42.6159
DPHNVII	78,964.00	3,037.08	303.71	43.3868
DPHNVIII	80,369.00	3,091.12	309.11	44.1588
<u>Effective Jan. 1, 2012</u>				
DPHN0	71,219.00	2,728.70	272.87	38.9814
DPHNI	72,664.00	2,784.06	278.41	39.7723
DPHNII	74,109.00	2,839.43	283.94	40.5632
DPHNIII	75,552.00	2,894.71	289.47	41.3530
DPHNIV	76,997.00	2,950.08	295.01	42.1440
DPHNV	78,446.00	3,005.59	300.56	42.9371
DPHNVI	79,888.00	3,060.84	306.08	43.7263
DPHNVII	81,333.00	3,116.21	311.62	44.5172
DPHNVIII	82,780.00	3,171.65	317.16	45.3093

Public Health Nurse

<u>Effective Jan. 1, 2009</u>				
PHN0	61,036.00	2,338.54	233.85	33.4078
PHNI	62,305.00	2,387.16	238.72	34.1024
PHNII	63,567.00	2,435.52	243.55	34.7931
PHNIII	64,832.00	2,483.98	248.40	35.4855
PHNIV	66,098.00	2,532.49	253.25	36.1784
PHNV	67,364.00	2,581.00	258.10	36.8714
PHNVI	68,632.00	2,629.58	262.96	37.5654
PHNVII	69,897.00	2,678.05	267.80	38.2578
PHNVIII	71,164.00	2,726.59	272.66	38.9513
<u>Effective Jul. 1, 2009</u>				
PHN0	63,783.00	2,443.79	244.38	34.9113
PHNI	65,109.00	2,494.60	249.46	35.6371
PHNII	66,428.00	2,545.13	254.51	36.3591
PHNIII	67,749.00	2,595.75	259.57	37.0821
PHNIV	69,072.00	2,646.44	264.64	37.8062
PHNV	70,395.00	2,697.13	269.71	38.5304
PHNVI	71,720.00	2,747.89	274.79	39.2556
PHNVII	73,042.00	2,798.54	279.85	39.9792
PHNVIII	74,366.00	2,849.27	284.93	40.7039

Class Paid	Annual Salary	Bi-Weekly Rate	Daily	Hourly
<u>Effective Jan. 1, 2010</u>				
PHN0	65,696.00	2,517.09	251.71	35.9584
PHN1	67,062.00	2,569.43	256.94	36.7061
PHN2	68,421.00	2,621.49	262.15	37.4499
PHN3	69,781.00	2,673.60	267.36	38.1943
PHN4	71,144.00	2,725.82	272.58	38.9403
PHN5	72,507.00	2,778.05	277.80	39.6864
PHN6	73,872.00	2,830.34	283.03	40.4335
PHN7	75,233.00	2,882.49	288.25	41.1784
PHN8	76,597.00	2,934.75	293.48	41.9250
<u>Effective Jan. 1, 2011</u>				
PHN0	67,667.00	2,602.58	260.26	37.1797
PHN1	69,074.00	2,656.69	265.67	37.9527
PHN2	70,474.00	2,710.54	271.05	38.7220
PHN3	71,874.00	2,764.38	276.44	39.4912
PHN4	73,278.00	2,818.38	281.84	40.2626
PHN5	74,682.00	2,872.38	287.24	41.0341
PHN6	76,088.00	2,926.46	292.65	41.8066
PHN7	77,490.00	2,980.38	298.04	42.5769
PHN8	78,895.00	3,034.42	303.44	43.3489
<u>Effective Jan. 1, 2012</u>				
PHN0	69,697.00	2,670.38	267.04	38.1483
PHN1	71,146.00	2,725.90	272.59	38.9414
PHN2	72,588.00	2,781.15	278.11	39.7307
PHN3	74,030.00	2,836.40	283.64	40.5200
PHN4	75,476.00	2,891.80	289.18	41.3114
PHN5	76,922.00	2,947.20	294.72	42.1029
PHN6	78,371.00	3,002.72	300.27	42.8960
PHN7	79,815.00	3,058.05	305.80	43.6864
PHN8	81,262.00	3,113.49	311.35	44.4784

Registered Nurse

<u>Effective Jan. 1, 2009</u>				
RN0	55,084.00	2,110.50	211.05	30.1500
RN1	56,226.00	2,154.25	215.43	30.7750
RN2	57,365.00	2,197.89	219.79	31.3985
RN3	58,506.00	2,241.61	224.16	32.0230
RN4	59,642.00	2,285.13	228.51	32.6448
RN5	60,782.00	2,328.81	232.88	33.2687
RN6	61,925.00	2,372.61	237.26	33.8944
RN7	63,060.00	2,416.09	241.61	34.5156
RN8	64,200.00	2,459.77	245.98	35.1396

<u>Effective Jul. 1, 2009</u>				
RNO	57,563.00	2,205.48	220.55	31.5068
RN1	58,756.00	2,251.19	225.12	32.1598
RNII	59,946.00	2,296.78	229.68	32.8112
RNIII	61,139.00	2,342.49	234.25	33.4641
RNIV	62,326.00	2,387.97	238.80	34.1138
RNV	63,517.00	2,433.60	243.36	34.7657
RNVI	64,712.00	2,479.39	247.94	35.4198
RNVII	65,898.00	2,524.83	252.48	36.0690
RNVIII	67,089.00	2,570.46	257.05	36.7209

<u>Effective Jan. 1, 2010</u>				
RNO	59,290.00	2,271.65	227.16	32.4521
RN1	60,519.00	2,318.74	231.87	33.1248
RNII	61,744.00	2,365.67	236.57	33.7953
RNIII	62,973.00	2,412.76	241.28	34.4680
RNIV	64,196.00	2,459.62	245.96	35.1374
RNV	65,423.00	2,506.63	250.66	35.8090
RNVI	66,653.00	2,553.75	255.38	36.4822
RNVII	67,875.00	2,600.57	260.06	37.1511
RNVIII	69,102.00	2,647.59	264.76	37.8227

<u>Effective Jan. 1, 2011</u>				
RNO	61,069.00	2,348.81	234.88	33.5544
RN1	62,335.00	2,397.50	239.75	34.2500
RNII	63,596.00	2,446.00	244.60	34.9429
RNIII	64,862.00	2,494.69	249.47	35.6385
RNIV	66,122.00	2,543.15	254.32	36.3308
RNV	67,386.00	2,591.77	259.18	37.0253
RNVI	68,653.00	2,640.50	264.05	37.7214
RNVII	69,911.00	2,688.88	268.89	38.4126
RNVIII	71,175.00	2,737.50	273.75	39.1071

<u>Effective Jan. 1, 2012</u>				
RNO	62,901.00	2,410.00	241.00	34.4286
RN1	64,205.00	2,459.96	246.00	35.1423
RNII	65,504.00	2,509.73	250.97	35.8533
RNIII	66,808.00	2,559.69	255.97	36.5670
RNIV	68,106.00	2,609.43	260.94	37.2775
RNV	69,408.00	2,659.31	265.93	37.9901
RNVI	70,713.00	2,709.31	270.93	38.7044
RNVII	72,008.00	2,758.93	275.89	39.4132
RNVIII	73,310.00	2,808.81	280.88	40.1259

SCHEDULE "A" - PART 2
RENFREW COUNTY AND DISTRICT BOARD OF HEALTH
AND ONTARIO NURSES' ASSOCIATION
PART-TIME HOURLY SALARY SCHEDULE - INCLUDING
THE 13% PAYMENT IN LIEU OF FRINGE BENEFITS

<u>Position</u>	<u>Class Paid</u>	<u>Hourly Rate</u>
<u>Senior Nurse</u>		
		<u>Jan. 1, 2009</u>
To 1,540 hours	Minimum	39.0478
To 3,080 hours	I	39.8320
To 4,620 hours	II	40.6132
To 6,160 hours	III	41.3962
To 7,700 hours	IV	42.1774
To 9,240 hours	V	42.9623
To 10,780 hours	VI	43.7447
To 12,320 hours	VII	44.5252
	VIII	45.3107
		<u>Jul. 1, 2009</u>
To 1,540 hours	Minimum	40.8050
To 3,080 hours	I	41.6245
To 4,620 hours	II	42.4409
To 6,160 hours	III	43.2591
To 7,700 hours	IV	44.0755
To 9,240 hours	V	44.8957
To 10,780 hours	VI	45.7134
To 12,320 hours	VII	46.5291
	VIII	47.3499
		<u>Jan. 1, 2010</u>
To 1,540 hours	Minimum	42.0290
To 3,080 hours	I	42.8732
To 4,620 hours	II	43.7144
To 6,160 hours	III	44.5568
To 7,700 hours	IV	45.3980
To 9,240 hours	V	46.2428
To 10,780 hours	VI	47.0846
To 12,320 hours	VII	47.9251
	VIII	48.7706
		<u>Jan. 1, 2011</u>
To 1,540 hours	Minimum	43.4565
To 3,080 hours	I	44.3296
To 4,620 hours	II	45.1988
To 6,160 hours	III	46.0699
To 7,700 hours	IV	46.9397
To 9,240 hours	V	47.8132
To 10,780 hours	VI	48.6838
To 12,320 hours	VII	49.5530
	VIII	50.4272

**PART-TIME HOURLY SALARY SCHEDULE - INCLUDING
THE 13% PAYMENT IN LIEU OF FRINGE BENEFITS**

<u>Position</u>	<u>Class Paid</u>	<u>Hourly Rate</u>
		<u>Jan. 1, 2012</u>
To 1,540 hours	Minimum	44.5889
To 3,080 hours	I	45.4845
To 4,620 hours	II	46.3764
To 6,160 hours	III	47.2702
To 7,700 hours	IV	48.1626
To 9,240 hours	V	49.0588
To 10,780 hours	VI	49.9520
To 12,320 hours	VII	50.8438
	VIII	51.7412

Degree Public Health Nurse

		<u>Jan. 1, 2009</u>
To 1,540 hours	Minimum	38.5753
To 3,080 hours	I	39.3577
To 4,620 hours	II	40.1401
To 6,160 hours	III	40.9225
To 7,700 hours	IV	41.7049
To 9,240 hours	V	42.4897
To 10,780 hours	VI	43.2709
To 12,320 hours	VII	44.0533
	VIII	44.8369

		<u>Jul. 1, 2009</u>
To 1,540 hours	Minimum	40.3114
To 3,080 hours	I	41.1291
To 4,620 hours	II	41.9461
To 6,160 hours	III	42.7637
To 7,700 hours	IV	43.5814
To 9,240 hours	V	44.4015
To 10,780 hours	VI	45.2180
To 12,320 hours	VII	46.0356
	VIII	46.8544

		<u>Jan. 1, 2010</u>
To 1,540 hours	Minimum	41.5205
To 3,080 hours	I	42.3629
To 4,620 hours	II	43.2048
To 6,160 hours	III	44.0465
To 7,700 hours	IV	44.8889
To 9,240 hours	V	45.7338
To 10,780 hours	VI	46.5743
To 12,320 hours	VII	47.4167
	VIII	48.2604

**PART-TIME HOURLY SALARY SCHEDULE - INCLUDING
THE 13% PAYMENT IN LIEU OF FRINGE BENEFITS**

<u>Position</u>	<u>Class Paid</u>	<u>Hourly Rate</u>
		<u>Jan. 1, 2011</u>
To 1,540 hours	Minimum	42.9307
To 3,080 hours	I	43.8017
To 4,620 hours	II	44.6723
To 6,160 hours	III	45.5421
To 7,700 hours	IV	46.4132
To 9,240 hours	V	47.2868
To 10,780 hours	VI	48.1560
To 12,320 hours	VII	49.0271
	VIII	49.8994
		<u>Jan. 1, 2012</u>
To 1,540 hours	Minimum	44.0490
To 3,080 hours	I	44.9427
To 4,620 hours	II	45.8364
To 6,160 hours	III	46.7289
To 7,700 hours	IV	47.6227
To 9,240 hours	V	48.5189
To 10,780 hours	VI	49.4107
To 12,320 hours	VII	50.3044
	VIII	51.1995

Public Health Nurse

		<u>Jan. 1, 2009</u>
To 1,540 hours	Minimum	37.7508
To 3,080 hours	I	38.5357
To 4,620 hours	II	39.3162
To 6,160 hours	III	40.0986
To 7,700 hours	IV	40.8816
To 9,240 hours	V	41.6647
To 10,780 hours	VI	42.4489
To 12,320 hours	VII	43.2313
	VIII	44.0150
		<u>Jul. 1, 2009</u>
To 1,540 hours	Minimum	39.4498
To 3,080 hours	I	40.2699
To 4,620 hours	II	41.0858
To 6,160 hours	III	41.9028
To 7,700 hours	IV	42.7210
To 9,240 hours	V	43.5394
To 10,780 hours	VI	44.3588
To 12,320 hours	VII	45.1765
	VIII	45.9954

**PART-TIME HOURLY SALARY SCHEDULE - INCLUDING
THE 13% PAYMENT IN LIEU OF FRINGE BENEFITS**

<u>Position</u>	<u>Class Paid</u>	<u>Hourly Rate</u>
		<u>Jan. 1, 2010</u>
To 1,540 hours	Minimum	40.6330
To 3,080 hours	I	41.4779
To 4,620 hours	II	42.3184
To 6,160 hours	III	43.1596
To 7,700 hours	IV	44.0025
To 9,240 hours	V	44.8456
To 10,780 hours	VI	45.6899
To 12,320 hours	VII	46.5316
	VIII	47.3753

		<u>Jan. 1, 2011</u>
To 1,540 hours	Minimum	42.0131
To 3,080 hours	I	42.8866
To 4,620 hours	II	43.7559
To 6,160 hours	III	44.6251
To 7,700 hours	IV	45.4967
To 9,240 hours	V	46.3685
To 10,780 hours	VI	47.2415
To 12,320 hours	VII	48.1119
	VIII	48.9843

		<u>Jan. 1, 2012</u>
To 1,540 hours	Minimum	43.1076
To 3,080 hours	I	44.0038
To 4,620 hours	II	44.8957
To 6,160 hours	III	45.7876
To 7,700 hours	IV	46.6819
To 9,240 hours	V	47.5763
To 10,780 hours	VI	48.4725
To 12,320 hours	VII	49.3656
	VIII	50.2606

Registered Nurse

		<u>Jan. 1, 2009</u>
To 1,540 hours	Minimum	34.0695
To 3,080 hours	I	34.7758
To 4,620 hours	II	35.4803
To 6,160 hours	III	36.1860
To 7,700 hours	IV	36.8886
To 9,240 hours	V	37.5936
To 10,780 hours	VI	38.3007
To 12,320 hours	VII	39.0026
	VIII	39.7077

PART-TIME HOURLY SALARY SCHEDULE - INCLUDING
THE 13% PAYMENT IN LIEU OF FRINGE BENEFITS

Position Class Paid Hourly Rate

<u>Jul. 1, 2009</u>		
To 1,540 hours	Minimum	35.6027
To 3,080 hours	I	36.3406
To 4,620 hours	II	37.0767
To 6,160 hours	III	37.8144
To 7,700 hours	IV	38.5486
To 9,240 hours	V	39.2852
To 10,780 hours	VI	40.0244
To 12,320 hours	VII	40.7580
	VIII	41.4946

<u>Jan. 1, 2010</u>		
To 1,540 hours	Minimum	36.6709
To 3,080 hours	I	37.4310
To 4,620 hours	II	38.1887
To 6,160 hours	III	38.9488
To 7,700 hours	IV	39.7053
To 9,240 hours	V	40.4642
To 10,780 hours	VI	41.2249
To 12,320 hours	VII	41.9807
	VIII	42.7397

<u>Jan. 1, 2011</u>		
To 1,540 hours	Minimum	37.9165
To 3,080 hours	I	38.7025
To 4,620 hours	II	39.4855
To 6,160 hours	III	40.2715
To 7,700 hours	IV	41.0538
To 9,240 hours	V	41.8386
To 10,780 hours	VI	42.6252
To 12,320 hours	VII	43.4062
	VIII	44.1910

<u>Jan. 1, 2012</u>		
To 1,540 hours	Minimum	38.9043
To 3,080 hours	I	39.7108
To 4,620 hours	II	40.5142
To 6,160 hours	III	41.3207
To 7,700 hours	IV	42.1236
To 9,240 hours	V	42.9288
To 10,780 hours	VI	43.7360
To 12,320 hours	VII	44.5369
	VIII	45.3423

SCHEDULE "A" - PART 3
RENFREW COUNTY AND DISTRICT BOARD OF HEALTH
AND ONTARIO NURSES' ASSOCIATION

1. Increments shall be effective on the anniversary of employment date.
2. Each nurse's salary schedule shall be reassessed according to the terms of this contract.
3. Each part time nurse shall advance on the salary scale after each 1,540 hours worked.
4. A part time nurse whose status is changed to full time shall assume her same level on the full time grid and vice versa.
5. Part time and temporary part-time nurses shall receive thirteen percent in lieu of fringe benefits (benefits paid in whole or in part by the Employer as part of direct compensation, save and except salary, vacation pay, holiday pay, court attendance and bereavement pay).
6. The parties agree that in past years the daily rate for nurses was calculated by dividing the annual rate by the number of weekdays (Monday to Friday) in the year. Similarly the hourly rate was calculated by dividing the daily rate by 7 hours.

LETTER OF UNDERSTANDING

Between

RENFREW COUNTY AND DISTRICT BOARD OF HEALTH

And

ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

Job sharing is defined as the sharing of a full-time position by two (2) nurses on a part-time basis. Any job sharing arrangement shall be subject to the approval of the Employer and the Association. The following conditions shall apply to job sharing:

1. The Employer shall have the right to limit the number of job sharing arrangements.
2. If a full-time nurse wishes to share her/his job and the Employer and the Association agree, the full-time nurse shall work one part of the position and the second part shall be posted in accordance with the posting procedure.
3. If the Employer and the Association agree to a job sharing arrangement for a vacant full-time position, both parts of the position will be posted.
4. Each job sharing arrangement shall begin on a trial basis for a period of six (6) months. During the trial period, the former position(s) of the job sharer(s) shall be filled on a temporary basis. If the job sharing arrangement continues after six (6) months, such position(s) shall be posted as permanent position(s).

If the job sharing arrangement does not continue after six (6) months, the job sharer(s) shall revert to her (their) former position(s).

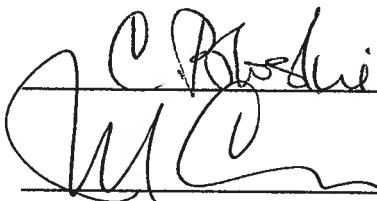
5. The Employer will review the job sharing arrangement with the Association thirty (30) days prior to the completion of the trial period and will then advise the nurses whether or not it agrees to continue the arrangement.
6. Both nurses in a job sharing arrangement shall be considered part-time and shall be covered by the terms of the Collective Agreement applicable to part-time, provided that the job sharing arrangement does not exceed the costs of one full-time employee.
7. The Program Manager or designate, in consultation with the job sharers, will set the schedule of work and work assignments, and any subsequent changes to the schedule of work or work assignments. Each nurse shall work fifty percent (50%) of the full-time schedule unless mutually agreed otherwise.
8. During the absence of one job sharer for any period of time up to and including twenty (20) continuous working days, the other job sharer may be required to work the hours of the absent job sharer, at the discretion of the Employer.
9. In the event that a nurse participating in the job sharing arrangement is absent for a period exceeding twenty (20) continuous working days, the partner may agree to

work the full-time hours. If she/he is not willing, the absent partner shall be replaced on a temporary basis through the posting procedure.

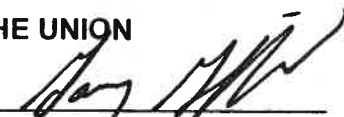
10. The position will revert to full-time if:
- (a) A suitable job sharing partner cannot be recruited through the posting procedure or through external advertising;
 - (b) One of the nurses leaves the job sharing arrangement and a suitable replacement cannot be recruited through the posting procedure;
 - (c) The Association and the Employer agree that it should;
 - (d) The arrangement is ended as a result of the review under part 5 or at the end of the predetermined term.

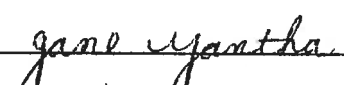
Dated at Pembroke, Ontario, this 16 day of July, 2010

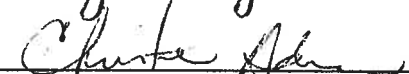
FOR THE EMPLOYER



FOR THE UNION


Labour Relations Officer





LETTER OF UNDERSTANDING

Between

RENFREW COUNTY & DISTRICT HEALTH UNIT

Between

ONTARIO NURSES' ASSOCIATION

Re: Hours of Work

The employer will consider an employee's written request for an adjustment to scheduled hours. The adjustment may involve reduced or increased hours beyond the normal daily hours; however the sum of the reduced or increased daily hours must balance within a pay period.

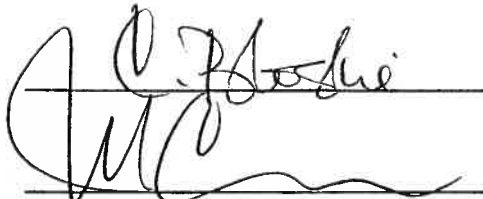
The employee's supervisor may propose a change in hours of work as outlined above. The employee has the right to refuse any change in hours proposed by the supervisor pursuant to this letter of understanding.

The approval of a change in hours of work as outlined above is at the discretion of the employer and is not subject to the grievance/arbitration provisions of the collective agreement.

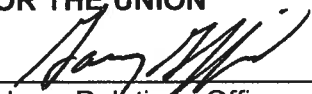
Where hours are adjusted as outlined above there will be no payment of overtime or premium pay.

Dated at Pembroke, Ontario, this 16 day of July, 2010

FOR THE EMPLOYER



FOR THE UNION



Labour Relations Officer
