

COLLECTIVE AGREEMENT

Between:

THE SIMCOE MUSKOKA DISTRICT HEALTH UNIT
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

Expiry Date: December 31, 2011

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed by the Employer save and except Program Managers and persons above this classification.
- 2.02 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the duly chartered local.

ARTICLE 3 – DEFINITIONS

3.01 Full-Time Nurse

A nurse who is hired on a permanent basis and who normally works seven (7) hours per day on a thirty-five (35) hour week, normally Monday to Friday unless specifically hired to work an alternate schedule.

3.02 Part-Time Nurse

(a) A nurse who is hired on a permanent basis and who normally works up to seven (7) hours per day, but less than thirty-five (35) hours per week, normally Monday to Friday, unless specifically hired to work an alternate schedule.

(b) Permanent part time nurses will be offered additional work up to thirty-five (35) hours per week, where they so indicate their availability to their manager.

Available work will be offered to permanent part-time nurses within their program as equitably as practicable.

All offers of additional work will be made to permanent part-time nurses who work within or have experience within the given program, prior to offering work to temporary or casual nurses.

3.03 Temporary Nurse

(a) A nurse who works on a replacement basis for a temporary period of time due to an absence of a permanent full time or permanent part-time nurse

for reasons such as maternity leave, adoption leave, parental leave, leave of absence, sickness and vacation or

- (b) Who works the equivalent regular hours of work per week for permanent full time or permanent part time nurses while such nurses are reassigned to other duties. Such temporary period shall not exceed twelve- (12) months' duration except by mutual agreement of the employer and the Association.

Casual Nurse

A nurse who is required to work on an irregular basis (called in as needed) and whose hours may not be predictable over an indefinite period of time or hired on a term and task basis.

3.04 Program Director

Program Director, for the purposes of this agreement, shall mean the Director Family Health Service, Director Healthy Living Service, Director Health Protection Service and Director Clinical Service.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and Association agree that there shall be no discrimination on account of race, creed, colour, gender, sexual orientation, age, marital status or place of residence practiced against any nurse.
- 4.02 (a) The Employer agrees to take all reasonable measures to provide a working environment free from sexual harassment.
 - (b) Sexual harassment is defined as:
 - i) inappropriate touching, including touching which is expressed to be unwanted;
 - ii) suggestive remarks or other verbal abuse with a sexual connotation;
 - iii) compromising invitation;
 - iv) repeated or persistent leering at a person's body;
 - v) demands for sexual favours.

- (c)
 - i) The nurse will take up a complaint with her immediate Program Manager or Director. The nurse shall be entitled to be accompanied by an Association representative.
 - ii) The Program Manager or Director will investigate and take appropriate action with utmost confidentiality and dispatch.
 - iii) In the event a nurse's complaint is not resolved satisfactory to her, she shall have the right to initiate a grievance at Step #3.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Association acknowledges that, except as expressly modified by any other article in the Collective Agreement, it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:
- (a) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses;
 - (b) To hire, retire, in accordance with Board policy, classify, direct, assign, promote, demote, transfer, discipline, suspend and discharge nurses, and to increase and decrease the number of nurses in the employ, provided that a claim by a nurse of improper retirement, classification, transfer, demotion, discipline or suspension may become the subject of a grievance and be dealt with as hereinafter provided;
 - (c) To determine the number and location of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of equipment to be used, the selection and use of materials required by the Employer, and the scheduling of work and services performed and provided in the conduct of its operations.

ARTICLE 6 – ASSOCIATION REPRESENTATION

- 6.01 The Employer will recognize a Negotiations Committee of up to four (4) Association representatives. Meetings of this committee and Employer representatives will be held at the request of either party at a mutually agreeable time. A representative of the Ontario Nurses' Association may attend all meetings in addition to the four (4) Association representatives.
- 6.02 The Employer will also recognize a Grievance Committee of up to three (3) Association members. This committee shall operate and conduct itself in accordance with the provisions of this Collective Agreement.
- 6.03 The Employer will recognize an ONA Management Labour Relations Committee of up to three (3) Association members and up to three (3) Program Directors, with a purpose as published in the Terms of Reference for such Committee which are reviewed annually and mutually agreed upon by both parties.

- 6.04 The Employer will pay such representatives at their respective salaries for all regular time lost in investigating or processing grievances and in negotiating renewals of the Agreement and while attending meetings with the Employer.
- 6.05 The Employer agrees to allow a representative of the Association thirty (30) minutes during regular working hours to interview newly hired nurses. Membership forms may be provided by the Association during this interview.

ARTICLE 7 – ASSOCIATION SECURITY

- 7.01 The Employer will deduct, on a monthly basis, the monthly Association dues from the pay due to each nurse who is covered by this agreement. In addition, the Employer agrees to deduct such dues amount as it is advised by the Union, for any nurse who so requests, for the purposes of membership in the Registered Nurses' Association of Ontario (R.N.A.O.). Such deduction shall be forwarded in accordance with the advice received from the Union.
- 7.02 The Association shall notify the Employer in writing of the amount of such dues. The Employer will send to the Ontario Nurses' Association, Business Office, once each month its' cheque for the dues deducted under this clause.
- 7.03 The Employer shall also mail to the Ontario Nurses' Association, Business Office, together with the above, post marked not later than the twentieth (20th) of the following month a list showing the names, social insurance numbers of all nurses covered by this Agreement who had received a pay cheque on the pay date of the said deduction and will include notation of deletions and additions to the list from the previous month, and reasons for such changes including LOA's, new hires and terminations.
- 7.04 The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted. The Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The Employer acknowledges that a member, or members, have a right to Union representation where it is deemed necessary by the member(s).
- 8.02 Parties to the agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provision contained in the Article, any nurse and/or the Association may present a complaint at any time without recourse to the formal written procedure described herein.
- 8.03 In the event of a complaint by a nurse covered by this Agreement that she has been discriminated against, has suffered intimidation, restriction or coercion, has been discharged or disciplined without just cause or has been otherwise dealt with unjustly, pertaining to the specific provisions of this Agreement, 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 and shall be filed in accordance with the procedure outlined in this Article. The following shall be the procedure in processing and handling grievances:

Step No. 1

The nurse and/or representative of the Association shall take the matter up with her Program Manager within thirty (30) working days after the circumstance giving rise to the grievance has occurred and the Program Manager shall give her decision in writing within five (5) working days of receipt of the grievance or a length of time agreed upon by both parties.

Step No. 2

If the grievance is not settled at Step No. 1, the nurse and/or a representative of the Association may, within ten (10) 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 ten (10) working days after such answer ought to have been received) refer the grievance to the Program Director and the Program Director shall give a decision in writing within ten (10) working days of receipt of the grievance or a length of time agreed upon by both parties.

Step No. 3

If the grievance is not settled at Step No. 2, the Grievance Committee may, within ten (10) working days of the date of receiving the answer of the Program Director [or if no answer is received under Step 2 then within ten (10) working days after such answer ought to have been received] refer the grievance to the Medical Officer of Health who shall meet with the Grievance Committee and appropriate senior management staff within ten (10) working days of the referral, the Medical Officer of Health shall render his decision in writing within ten (10) working days of such meeting. If the grievance is not settled at Step No. 3, the Association may refer the grievance to arbitration.

NOTE: Any of the time allowances provided may be extended by mutual agreement between the parties.

8.04 In the event a nurse is discharged and it is considered that an injustice has been done, the matter may be taken up as a grievance at Step No. 3 of the Grievance Procedures.

8.05 Policy Grievance

The Association or the Employer may institute a grievance arising directly between the Employer and the Association concerning the interpretation application or alleged violation of this Agreement within twenty (20) working days after the circumstances giving rise to the grievance have occurred. Such grievance shall be originated under Step No. 3. The non grieving party shall give its decision in writing within ten (10) working days after the meeting and failing settlement, will be referred to arbitration by either party.

8.06 Discipline Grievance

Should the Employer discharge, suspend or discipline any nurse(s), the Employer shall advise the nurse(s) that she has the right to have a nurse representative present. If requested by the nurse, the notification shall be made in the presence of the nurse representative. The nurse(s) and the Association will be provided with written reasons for discharge, suspension or discipline. Should the nurse(s) or the Association wish to file a grievance against this action it shall be reduced to writing and filed within fifteen (15) working days under Step 3 of the grievance procedure.

ARTICLE 9 – ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of the 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 Procedures established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first (1st) 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 selected shall, within five (5) days of the appointment of the second [2nd] of them appoint an arbitrator, or if the appointee fails to agree upon a Chairman within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon 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.

9.02 The Arbitration Board shall not have any authority to alter or change any of the provisions of the Agreement or to substitute any new provisions 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.

9.03 Notwithstanding any other provision of this Agreement, grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the Arbitration Board.

ARTICLE 10 – ACCESS TO FILES AND DISCIPLINE

- 10.01 (a) A written evaluation of the nurse's work by the Program Manager will be discussed with each nurse before completion of probationary period and kept in the nurse's file, and thereafter, a written evaluation will be discussed with all nurses regularly in accordance with the Health Unit's Policy and Procedure regarding personnel evaluations. A nurse shall be given a copy of her evaluation.
- (b) If any letter of reprimand, suspension or other sanction is to be placed on the nurse's record, the Employer shall give written particulars of such letter to the nurse with a copy sent to the Association if so requested in writing by the nurse.
- Such report shall be removed from the nurse's record after a period of eighteen (18) months provided that the nurse's record has been discipline free for twelve (12) months.
- (c) Upon request, a nurse may review her file and receive a copy of anything in her file.
- 10.02 (a) Upon employment, or change of status, a nurse shall receive a letter of hire which contains information pertaining to salary, classification, the program and the office location to which the nurse is assigned, home address and date of employment.
- The nurse shall sign back the letter acknowledging acceptance of employment. A copy of this acceptance letter shall be given to the Association.
- A new nurse will be provided with an ONA salary confirmation form, which authorizes the release of past experience and salary grid placement information to the Association.
- The Employer shall provide the Association with a copy of the notice of termination if the nurse's employment should terminate for any reason.
- (b) The Employer will conduct an exit interview with each nurse who is leaving the employ of the Health Unit. During the exit interview, the nurse will be provided with documentation confirming her recent and related experience.
- 10.03 A nurse may request a letter of reference and the Employer shall comply.

ARTICLE 11 – SENIORITY

- 11.01 For all provisions of this Agreement, seniority shall commence and accumulate from the date on which a nurse was last employed by the Employer and shall be recorded in number of hours paid.

- 11.02 A newly employed nurse shall be considered a probationary nurse until he/she has completed six (6) months continuous service. Time spent in a temporary position, provided it is not interrupted by a break of more than one month, will count towards completion of the probationary period.
- 11.03 A seniority list of nurses categorized by permanent, probationary, temporary and casual nurses showing each nurse's name and professional category and revised yearly as to length of service shall be sent to the Association by March 1st of each year and immediately prior to any layoff. The list shall be settled by the Employer and the Association by the 15TH of April in each and every year
- 11.04 In the case of layoff or recall, seniority shall be the deciding factor. Casual, Temporary and Probationary nurses shall be laid off first in that order and recalled in the reverse order. The Employer will meet with the Association two (2) months before the proposed layoff.
- 11.05 In the event of recall, the Employer shall notify the nurses by registered mail at the last recorded address by the Employer and the nurse shall notify the Employer within ten (10) days from date of mailing of her intention to return.
- 11.06 Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (a) when on parenting leave;
 - (b) approved leave of absence with pay;
 - (c) when in receipt of WSIB benefits for a period of two (2) years;
 - (d) when a nurse is off work due to illness for a period of two (2) years.
- NOTE : This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.
- 11.07 Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (a) When a nurse is laid off due to reduction in nursing staff for a period of twenty-four (24) months after which all seniority rights cease to exist.
 - (b) When a nurse who is transferred to a position outside of the bargaining unit is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the Bargaining Unit, provided she returns to the bargaining unit within eighteen (18) months.
 - (c) When a nurse is on a leave of absence without pay up to two (2) years after which all seniority rights cease to exist.
 - (d) When a nurse is in receipt of WSIB benefits in excess of two (2) years.
 - (e) When a nurse is off work due to illness in excess of two (2) years.

- 11.08 Seniority shall be lost when a nurse is absent from work under the following circumstances:
- (a) resignation
 - (b) discharged for just cause and not reinstated.
- 11.09 If a nurse resigns and is rehired within a one hundred and eighty (180) day period, she shall not lose her place on the salary grid and the seniority list.

ARTICLE 12 - TRANSFER SYSTEM

- 12.01 All positions/vacancies shall be posted on the Health Unit intranet/internet for ten (10) working days.
- (a) For a permanent position/vacancy, temporary and casual nurses may not be considered for the position if a permanent nurse applies.
 - (b) When a position/vacancy is posted which will not exceed one (1) year, the subsequent position/vacancy created by filling this posting may be filled at the Employer's discretion without reference to Article 12.02. When a position/vacancy, resulting from a leave of absence or special project, is posted which is at least six (6) months in duration, permanent employees, if accepted to fill the position, will not lose their permanent status, and will be returned to their previous position at the expiration of the assignment.
- 12.02 In cases where performance, ability and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotion, transfer or demotion.
- 12.03 A transfer system will be established for full-time and part-time positions. Under such a system, any nurse will be able to advise Human Resources in writing, indicating her interest in working in another program and/or office of the Health Unit and the application will be considered when a full-time or permanent part-time vacancy occurs. Such transfer request shall only be considered as part of the job posting process. Applications will be retained until December 31st of each year.
- 12.04 A nurse will not be transferred permanently to another office or program of the Health Unit except by mutual consent.
- 12.05 A nurse wanting to exchange a position or FTE between or within a program may advise the Bargaining Unit President in writing, indicating her interest in working in another program and/or geographic location of the Health Unit. The Bargaining Unit President will then notify staff in the program requested, to determine if there is a nurse that would like to switch programs. The Bargaining Unit President will contact the Director(s) of the service(s) indicating the program changes being requested and examine the feasibility of the possible exchange. If more than one (1) request is received, seniority will be the deciding factor.

12.06 A nurse hired into a permanent position, or who has accepted a transfer into a permanent position will not be considered for a subsequent permanent vacancy until after they have served six (6) months in their current position.

A nurse hired into a temporary position must complete 6 months of the temp position before applying to another temporary position. This does not restrict a temporary or casual nurse from applying for any permanent position vacancy.

ARTICLE 13 – HOURS OF WORK, ON-CALL AND COMPENSATING TIME

13.01 The normal working hours of nurses are 8:30 to 4:30 Monday to Friday except for nurses hired on an alternate work schedule.

All employees are entitled to a paid rest period of fifteen (15) minutes duration for every three and one-half (3 ½) hours of work excluding a minimum of one-half (½) hour unpaid meal period after working no more than five (5) hours.

13.02 On-Call

(a) A Nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of three dollars and fifty cents (\$3.50) for each hour scheduled by the Employer.

The rate of standby pay for the twenty-four (24) hour period covering a paid holiday will be five dollars (\$5.00) per hour.

(b) Where a nurse is called in to work when scheduled on call, she shall be paid her regular straight time hourly rate for a minimum guarantee of four (4) hours pay or time and one-half (1½) her regular straight time hourly rate for all hours worked, whichever is greater.

NOTE #1: The time in Articles 13.02 (b) includes travel time.

NOTE #2: For nurses scheduled as per the inspection on-call team, for periods of more than one (1) consecutive shift, the four (4) hour minimum will be cumulative over the entire scheduled standby period to a maximum of seven (7) consecutive days. For purposes of clarification, a nurse assigned to seven (7) consecutive days of standby shall record actual call back time over the seven (7) day period and apply Article 13.02 (b) accordingly.

(c) Where a permanent nurse has completed her regular scheduled hours or is on a regular scheduled day off, and has left the health unit and is called back in to work with less than eight (8) hours notice, compensation shall be in accordance with 13.02 (b).

13.03 Healthy Babies Healthy Children Program

The parties agree that the Healthy Babies Healthy Children Program is the only designated Alternate Work Schedule within the Health Unit.

- (a) Work performed on Saturdays and Sundays for the above noted program will be compensated at the straight time hourly rate plus a weekend premium of three dollars and fifty cents (\$3.50) per hour.
- (b) Any nurse hired prior to 1999 shall have the option to perform weekend work under the conditions described in this clause.

13.04 (a) When a nurse works in the excess of seven (7) hours per day from Monday to Friday, when assigned by the Program Director or designate the hours worked shall be regarded as compensating time and accumulated at straight time. Compensating time off shall be scheduled as per Article 13.05. This does not apply to casual nurses who will be paid for all hours worked.

- (b) All nurses will be compensated (compensating time or paid) for no less than four (4) hours on a Saturday or Sunday at the nurses straight time rate plus paid a premium of three dollars and fifty cents (\$3.50) per hour.

13.05 Nurses shall be allowed to accumulate and use the compensating time as defined in Article 13.04 to a maximum of thirty-five (35) hours at any one (1) time. The nurse's request in writing must be submitted at least two (2) weeks in advance of the proposed compensating time being taken. However, nurses may be allowed to take compensating time of less than thirty-five (35) hours at a time mutually agreed to by the nurse and the Program Manager, except that use of up to seven (7) hours simply requires advice to the Manager. Any accumulated balance of compensating time will be frozen at the end of December. Time taken during January, February and March will be deducted from the frozen balance until depleted. Any remaining balance at the end of March 31st will be paid at the rate of one and a half (1½) times the nurse's straight time hourly rate. A separate running balance will be started with time accumulated beginning on January 1st of each year. At no time will coverage be less than that established as a minimum by the Program Manager without the approval of the Program Manager.

ARTICLE 14 - FLEX TIME

14.01 Flexible Working Schedule

All full-time and part-time nurses permanent or temporary shall be provided the opportunity to flex their normal working day, provided program and agency expectations are fulfilled, under the following criteria:

- (a) On a regular work day, the nurse may flex between the hours of 8:00 a.m. to 6:00 p.m.
- (b) Work outside of the above hours may be, but is not required to, be flexed.

- (c) All flex adjustments are to be completed within the four (4) week flex period. Flex time off will be a maximum of seven (7) hours in a day. Other absences such as illness or vacation will be on the basis of a seven (7) hour day. The nurse has the obligation to inform the Program Manager when a full flex day is to be taken off.

At the end of a flex time period, the nurse is expected to have accounted for one hundred and forty (140) hours for a full-time nurse, pro-rated for part-time. In the event of a deficit, the time not accounted for will be deducted from vacation or comp time balance. Any hours in excess of 140 hours (pro-rated for part-time) will be added to the comp time balance.

- (d) A nurse intending to flex her work day, up to 7 hours, will negotiate with her team members to ensure adequate coverage of the program and other agency commitments during normal business hours. These hours are from 8:30 a.m. to 4:30 p.m.
- (e) At no time will coverage be less than that established as a minimum by the Program Manager without the approval of the Program Manager.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 All applications for a leave of absence, including educational leave and personal leave, with or without pay, are to be made in writing to the Program Director or designate. The application must include the reason or reasons for the requested leave of absence and the requested starting date of the leave of absence and the proposed date to return to work. Such leave shall not be unreasonably denied.

- (a) the Program Director or designate may approve such application for time period up to three (3) months, or
- (b) the Program Director will submit the recommendation to the Board of Health with the request for a leave of absence in excess of three (3) months.
- (c) All requests will be replied to in writing by the Program Director.
- (d) LTD and Life insurance benefits are suspended for any period of unpaid leave of absence per the contract agreement between the benefit carrier and the employer. A nurse may elect to continue major medical and dental coverage provided the nurse pays the applicable monthly premiums.

15.02 The Employer will grant to all permanent and temporary nurses, Bereavement Leave of Absence in accordance with the following principles:

- (a) In the event of the death of a member of the nurse's family, that is, spouse, ex-spouse, children/step children, parents, step parents, siblings, step sibling, mother/father-in-law, sister/brother-in-law,

grandparents/grandparent-in-law, grandchildren/ step grandchildren or significant person permanently residing in the employee's household, the Employer will grant a total of five (5) days Leave of Absence with pay generally taken consecutively. This will be prorated for part time nurses.

- (b) In the event of the death of a nurse's relative other than in (a), the Employer will grant one (1) day Leave of Absence with pay.
- (c) In the event of the death of a significant person other than in (a) above, the Employer will grant the nurse one-half ($\frac{1}{2}$) day paid leave to attend a funeral or other service.
- (d) Bereavement leave will not be paid in addition to any other allowable pay for the same day, such as holiday pay, sick pay, etc. The only exception to this will be when a death occurs in the family while a nurse is on vacation, in which case, additional vacation days may be granted to compensate for those days used as bereavement leave.

15.03 Leave of absence, without pay, for parenting leave for a period of up to twelve (12) months will be given to nurses. This will constitute fifty (50) weeks pregnancy and parental leave and two (2) weeks leave of absence without pay under the following terms and conditions:

- (a) Application must be made in writing to the Program Director or designate and include starting date and return date.
- (b) Seniority will continue to accumulate per Article 11.
- (c) The nurse will return to her former position on expiration of her leave of absence.
- (d) The nurse must make known in writing at least four (4) weeks prior to the expiration date of her leave of absence of her intentions of returning to work. The Program Director shall immediately respond to this letter. A nurse may request an earlier return from her leave with thirty (30) calendar days notice.
- (e) All group benefits for which the Employer is responsible will be continued for the fifty-two (52) weeks of pregnancy leave and parental leave.

15.04 Leave of absence without pay, for adoption, for a period up to twelve (12) months will be given to nurses. This will constitute fifty (50) weeks parental leave of absence without pay under the following terms and conditions:

- (a) Application must be made in writing to the Program Director or designate and include starting date and return date.
- (b) Seniority will continue to accumulate per Article 11.
- (c) The nurse will return to her former position on expiration of her leave of absence.

- (d) The nurse must make known in writing at least four (4) weeks prior to the expiration date of her leave of absence of her intentions of returning to work. The Program Director shall immediately respond to this letter. A nurse may request an earlier return from her leave with thirty (30) calendar days notice.
- (e) All group benefits for which the Employer is responsible will be continued for fifty-two (52) weeks of parental leave.

15.05 A nurse entitled to benefits, who is on parenting leave or adoption leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance benefits pursuant to Sections 18 and/or 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy five (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance (EI) benefits and any other earnings. During the two (2) week waiting period, a nurse who is entitled to benefits will be paid seventy-five percent (75%) of her regular earnings. Payment of the top up shall commence upon receipt by the Health Unit of the nurse's EI cheque stub as proof that she is in receipt of EI pregnancy, parental or adoption leave benefits, and shall continue while the nurse is in receipt of such benefits to a maximum of fifty (50) weeks. The nurse's regular weekly earnings shall be determined by the EI formula then currently in effect. The employee does not have any vested right except to receive payments for the covered unemployment 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.

15.06 Association Leave

- (a) Leave of Absence without pay to attend to Association business will be granted to a maximum of fifty (50) working days per year in total for the whole Association provided a written request has been received by the Program Director at least two (2) days in advance. During such leave of absence the nurse's salary shall be maintained by the Health Unit and the Local Association agrees to reimburse the Health Unit in the amount of the full cost of such salary. The Health Unit will bill the Local Association within a reasonable period of time.
- (b) Should the Local Co-ordinator be an employee of the health unit she/he shall be provided with the required leave of absence days to perform that function and the days required shall be included in the collective days specified in (a) and subject to the same reimbursement provisions.
- (c) The Bargaining Unit President shall receive one (1) employer paid day per month to conduct union business.

15.07 Leave of Absence for nurses on the Board of Directors and/or nurses who are elected to Provincial Committees of the Ontario Nurses' Association

A nurse who is elected to the Board of Directors and/or nurses who are elected to provincial committees of the Ontario Nurses' Association other than to the

office of President shall be granted leave of absence without pay up to a total of fifty (50) days annually. Such leave of absence to be given on receiving ten (10) days written notice to the Employer. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leave of Absence for Board members of the Ontario Nurses' Association will be separate from the Association Leave provided in part 15.06 above.

15.08 Leave of Absence for the President of the Ontario Nurses' Association

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leaves of absence salary and benefits will be kept whole by the Employer and the Association agrees to reimburse the Employer for all costs related to salary and all benefits accruing to an employee whatsoever. (i.e. vacation, pension contributions, medical, statutory holidays, sick leave, insurance, etc.)

15.09 It is understood and agreed that the combined provisions of 15.07 and 15.08 shall apply to only one (1) employee in any one (1) given contract year.

15.10 Leave of absence with pay to allow a nurse to write the required examination on completion of a course of study relevant to the profession.

15.11 Pre-Paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, available to those nurses who fall under the definitions in Articles 3.01 and 3.02 and subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Program Director at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave
- (c) The year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Association and the Employer. Only one nurse from each Program Service area will be allowed off at one time.
- (d) Written applications will be reviewed by the Program Director. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be

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

- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Nurses shall remain in the extended health and dental benefit plans during the year of leave, and the Employer will continue to pay the appropriate premiums. Contributions to the Ontario Municipal Employees Retirement System will be in accordance with the Plan. Nurses will not be eligible to participate in the Life or LTD benefits coverage.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Program Director. Deferred salary, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and re-arranging the leave at a mutually agreeable time, or of withdrawing from the Plan and having the deferred salary paid out to the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 15.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.

- iii) The manner in which the deferred salary is held.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

15.12

Compassionate Leave

Nurses will be granted compassionate leave as per the *Employment Standards Act 2000* as amended from time to time.

A nurse entitled to benefits, who is on compassionate leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance benefits pursuant to Sections 18 and/or 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance (EI) benefits and any other earnings. During the two (2) week waiting period, a nurse who is entitled to benefits will be paid seventy-five percent (75%) of her regular earnings. Payment of the top-up shall commence upon receipt by the Health Unit of the nurse's EI cheque stub as proof that she is in receipt of EI compassionate leave benefits. The nurse's regular weekly earnings shall be determined by the EI formula then currently in effect. The employee does not have any vested right except to receive payments for the covered unemployment 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.

ARTICLE 16 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL PROGRAM

16.01 Nurses shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively.

These shall include:

- (a) an orientation program for new nurses and nurses transferring to new programs.
- (b) An in-service educational program averaging at least five (5) days per year for nurses. Casual nurses are to attend in-service days that are directly applicable to their employment with the Health Unit. Nurses employed by the Health Unit, but not given the opportunity to attend the in-service days with pay, may attend but will not be paid by the Board of Health.
- (c) Attendance at conventions, conferences and education courses

Employees may attend such conventions, conferences and educational courses as are approved by the Program Director. The Employer shall reimburse the employee for approved registration fees and approved expenses. The actual number of nurses and duration of attendance is to be subject to the approval of the Program Director.

Employees may request a leave with or without pay to attend courses that have not been approved for payment of expenses by the Employer. Such approval shall be at the discretion of the Employer.

- (d) Up to a maximum of twenty (20) nurses in total who are members of the Registered Nurses' Association of Ontario (R.N.A.O.) or Canadian Nurses' Association will be permitted to attend, either annual meeting of the respective Associations to a minimum of one (1) day per year, without loss of salary.

In addition, a nurse who holds an official unpaid position with the Registered Nurses' Association of Ontario (R.N.A.O.) or Canadian Nurses' Association (C.N.A.) will be provided with leave of absence, without loss of salary or seniority, to attend to their official duties, of up to five (5) days per year.

- (e) Time within the working day for preparation for education programs conducted by the nurse and for reading educational material pertinent to the profession.
- (f) For any nurses interested, pay at regular salary rate for a basic cardiopulmonary resuscitation course which would not exceed two (2) days for initial certification and up to one (1) day per year thereafter for re-certification. The employer will pay the costs of such courses if required to meet the minimum level of trained personnel in each office.

ARTICLE 17 - SALARIES AND PROFESSIONAL CLASSIFICATION

- 17.01 Salaries and professional classifications are set forth in Schedule "A" and remain in effect for the duration of this Agreement.
- 17.02 When duties of a position covered by this Agreement are changed or 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 was first established and filled.
- 17.03 A nurse who assumes any part of the supervisory duties relative to program staff within the Health Unit normally performed by a Program Manager or Program Supervisor as assigned by the Program Director in writing, shall be paid a responsibility allowance of sixteen dollars and eighty cents (\$16.80) per day.
- 17.04 When a nurse employed in one (1) classification is promoted to a higher classification, she will retain her vested right to the salary of her former

classification and will be placed in the salary step of the new classification which is the next one greater than her former salary.

17.05 Salary increments as outlined in the salary Schedule "A" shall be granted under the following conditions:

- (a) completion of twelve (12) months continuous employment in the full-time category; however if a nurse's absence without pay exceeds thirty (30) continuous calendar days, she will not accumulate service for the purpose of obtaining her increment for the period of the absence in excess of thirty (30) continuous calendar days.
- (b) completion of one thousand six hundred and three (1,603) paid hours for a part-time or casual nurse.

17.06 Public Health Nurses with previous public health nursing experience in an Official Public Health Agency, will be recognized on the following basis:

- (a) One (1) increment for every one full time year of such experience to a maximum of level four (4).
- (b) This would not apply to Temporary or Casual nurses who will receive one (1) full time year of such credit to a maximum of level three (3). Further progression on the salary grid will be in accordance with Article 17.05.

Temporary or casual nurses who transfer to permanent status will be considered for their previous experience and granted further movement on the grid upon transfer to permanent status to a maximum of level four (4).

- (c) Related experience and relevant education shall be given consideration by the Program Director on the following basis:

One (1) increment for every two full time years of such experience to a maximum of level four (4). This would not apply to Temporary or Casual nurses who will receive one (1) full time year of such experience to a maximum of level three (3).

17.07 Registered Nurses with previous nursing experience in an Official Public Health Agency, will be recognized on the following basis:

- (a) One (1) increment for every one full time year of such experience to a maximum of level four (4).
- (b) This would not apply to Temporary or Casual nurses who will receive one (1) full time year of such experience to a maximum of level three (3).
- (c) Temporary or casual nurses who transfer to permanent status will be considered for their previous experience and granted further movement on the grid upon transfer to permanent status to a maximum of level four (4).

- (d) Related experience and relevant education shall be given consideration by the Program Director on the following basis:

One (1) increment for every two full time years of such experience to a maximum of level four (4). This would not apply to Temporary or Casual nurses who will receive one (1) full time year of such experience to a maximum of level three (3).

ARTICLE 18 - PAID HOLIDAYS

- 18.01 The following shall be recognized as holidays to be paid for at regular salaries:

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

All permanent nurses will be entitled to one Float Day per year to be taken at a time mutually agreed by the employer and the nurse.

- 18.02 If a holiday, excluding the float day, 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 Federal or Provincial governments shall be recognized as an additional holiday. If a holiday listed above falls on a non-working day, this holiday will be granted on the next following work day with the exception of Remembrance Day. In the event that Remembrance Day falls on a Saturday or Sunday, the Employer will not be closed on the next following work day, and permanent nurses will be granted a day off in lieu to be taken at the mutual agreement of the manager and the nurse as per Article 18.03.

Casual and temporary nurses will receive pay in lieu, calculated as per Article 18.04.

- 18.03 The Float Day is to be taken at a mutually agreeable time but no later than December 31st of each year.

- 18.04 (a) Part-time nurses shall be entitled to holidays and paid for at their regular salary rates as detailed in Article 18.01 during their month of employment if the paid holiday is their scheduled regular day of work. If the paid holiday falls on a day of rest they will be paid their regular daily rate.

- (b) Temporary and Casual nurses will be entitled to the paid holiday provisions of (a) provided they work their regularly scheduled day of work before or after the statutory holiday. If the holiday falls on the regular day of work, the employee will receive statutory pay equal to the number of hired hours of work for the day (maximum seven (7) hours). If the holiday falls on a non working day for the employee, the employee will be entitled to paid holiday as follows:

- i) add all of the hours the employee was paid for in the four (4) work weeks preceding the work week in which the paid holiday occurs
- ii) divide this sum by twenty (20) and enter the number of hours in the Stat Holiday Column of the timesheet

- 18.05 In the event that a nurse is scheduled to work on New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day (July 1st), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day or Boxing Day and works on that holiday, she shall be paid her regular rate and an additional amount one and one-half (1½) times her regular rate. If a nurse does not work her full day on a holiday, she shall be paid at the above rate for a minimum of four (4) hours or the hours worked, whichever is greater.
- 18.06 If statutory holidays fall within sick time or vacation time, they will be credited to the respective entitlement.

ARTICLE 19 - VACATION

- 19.01 The parties agree to ensure that any former Muskoka employee who is currently at a superior accumulation rate will remain red-circled until such time as the rates of accumulation in this Article become superior.
- 19.02 Permanent Nurses, who have completed less than one (1) years continuous service as a permanent employee as of December 31st of any year, shall receive vacation on the basis of one and one-quarter (1.25) days per month of service up to a maximum of fifteen (15) working days. Full-time nurses, who have been employed for one (1) year but less than three (3) continuous years shall be entitled to a vacation of fifteen (15) working days with pay for each full year of employment.
- 19.03 Permanent Nurses who have been employed for three (3) continuous years but less than twelve (12) years shall be entitled to a vacation of twenty (20) working days with pay for each full year of employment.
- 19.04 Permanent nurses who have been employed twelve (12) continuous years with this Health Unit shall be entitled to a vacation of twenty-five (25) working days with pay.
- 19.05 Permanent nurses who have been employed twenty-two (22) continuous years with this Health Unit shall be entitled to a vacation of thirty (30) working days with pay.
- 19.06 The current practice of permitting vacation to be taken prior to being earned, provided there is sufficient unpaid salary and benefits to cover the unearned vacation, shall be continued. Vacation time must be taken by December 31st of each year subject to Article 19.10.
- 19.07 Permanent Part-time nurses will be entitled to a similar vacation on a pro rata basis, based on hired or officially employed full-time equivalent. Nurses who have worked additional hours beyond their hired or official full-time equivalent will

be paid a six percent (6%) premium in lieu of vacation credits for such additional hours. Entitlement will be calculated as it occurs and will be paid bi-weekly.

19.08 (a) For the purpose of establishing vacation entitlement under Article 19, all permanent nurses shall be credited with one (1) full year of service for every year worked.

(b) Casual and temporary nurses who transfer to permanent status will have a service date established by using the following formula:

All hours credited since date of hire divided by 1603 hours

Once established, credit towards vacation entitlement will be earned in accordance with Article 19.08 (a).

(c) The calculation of the service date under Article 19.08 (b) shall be effective January 1, 2007 subject to the following:

i) any permanent nurse whose 2006 vacation entitlement is or was calculated in error shall not be subject to any clawback of entitlement for 2006.

ii) members whose service date is calculated as per Article 19.08 (b) shall only be entitled to use this service date for the calculation of vacation entitlement from January 1, 2007 onward and not for any period prior to January 1, 2007.

iii) Members wishing to have a service date established under Article 19.08 b) shall make this request in writing within six (6) months of the ratification of this agreement.

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

19.10 Vacations shall be taken at a mutually agreeable time to the nurse and Program Director or her designate subject to the following conditions.

(a) Nurses' requests for vacation time during the months of June, July, or August must be submitted by May 1st of each year and reply shall be given by May 15th.

(b) Nurses' requests for vacation time at Christmas/New Years must be submitted by September 15th of each year and a reply shall be given by September 30th. Requests for vacation during the school March Break must be submitted by January 15th of each year and a reply shall be given by January 31st.

(c) Nurses' requests for vacation other than as provided in Section (a) and (b) shall be considered on a first come first serve basis.

(d) The principle of seniority shall govern in cases of conflict.

- (e) All nurses shall be entitled to a minimum of two (2) weeks vacation during the months of July and August.

19.11 Nurses may carry over a portion not to exceed one-half ($\frac{1}{2}$) of vacation entitlement to the following year. Nurses hired between October 1st and December 31st of the current year will have their remaining vacation balance as of December 31st carried over to the following year. The carry over must be taken by June 30th of the following year.

19.12 Article 19.11 does not apply to vacation earned while a nurse is on pregnancy or parenting leave. This vacation may be taken in advance of the pregnancy or parenting period or prior to returning back to work after the expiration of the fifty-two (52) weeks parental leave per Article 15.03 and 15.04. This may also, with mutual consent of the Program Manager, be used to work reduced hours prior to the nurse returning to her regularly hired FTE. Vacation time earned while on parental leave, if not used as per this Article, will be paid out in full within two (2) weeks of the nurse's return to work.

ARTICLE 20 - SICK LEAVE

20.01 The Employer will assume total responsibility for providing and funding a Short Term Sick Leave Plan for nurses entitled to benefits under Article 21.02 of this agreement.

20.02 Full-time nurses will accumulate illness allowance on the basis of one and one-half ($1\frac{1}{2}$) working days with salary for each month of service or its equivalent to a maximum of one hundred and ten (110) days.

Part-time nurses who are hired at a 0.5 FTE or greater will be entitled to a similar accumulation of illness allowance on a pro-rata basis, based on hired FTE.

20.03 Illness allowance credits continue to accrue for all nurses on the basis referred to in 20.02 for full-time nurses, and part-time nurses except the method for determination of the allowance allowed for the accumulation of illness allowance credits for time wherein the nurse actually is absent due to an illness shall be as follows:

- (a) from one (1) to nine (9) days only, full monthly credit allowed
- (b) ten (10) to nineteen (19) days only, one-half ($\frac{1}{2}$) of monthly credit allowed
- (c) twenty (20) days and over, no monthly credits allowed for full term of illness as defined herein.

20.04 After being absent due to illness, for three (3) consecutive days, the Employer may require the nurse's physician to complete an attending physician's statement, at the Employer's expense, verifying the nurse's inability to return to work. When a nurse must reduce her work week due to illness, the Employer will require the nurse's physician to complete an attending physician's statement to ascertain the type of work that may be assigned and the length of the reduced

work schedule. This information may be shared with the insurance broker to assist in the rehabilitation process.

- 20.05 Full salary shall be continued for an absence caused by sickness, accident or hospitalization, until the nurse has exhausted his/her accumulated sick leave credits subject to verification requested in Article 20.04. Thereafter, the nurse shall receive seventy-five percent (75%) of full salary for continued absence. Payment under this provision shall not exceed seventeen (17) weeks per occurrence.
- 20.06 A nurse who is unable to return to work after seventeen (17) weeks will apply for enrolment under the LTD plan in effect at the time. If approved the nurse will receive seventy-five percent (75%) of full salary under provisions of the plan. When a nurse is fit to return to work from LTD, she will provide a doctor's statement, at the Employer's expense, verifying her ability to perform her job duties. If a nurse who has returned to work is required to be off again within six (6) months of returning, then medical documentation will be required to ascertain if this is a new or concurrent illness.
- 20.07 Illness due to pregnancy will be covered by the short term sick leave plan except when the nurse is in receipt of pregnancy and parenting leave benefits from E.I. When a nurse is ill due to pregnancy, the Employer will require the nurse's physician to complete an attending physician's statement, at the Employer's expense, confirming the illness. After delivery of the baby, the nurse is responsible to notify the Employer should her illness continue past the deliver date.
- 20.08 The Employer shall continue to pay the premiums for benefit plans for nurses who are on pregnancy and parenting leave, nurses on paid leave of absence, compassionate leave and sick leave benefits. For nurses who are on Workplace Safety and Insurance Board or L.T.D. benefits will be paid for a period of up to one (1) year.
- (a) After one year the employer will pay the extended health and dental premiums at the single rate. Nurses who wish to maintain family coverage may do so provided they pay the additional premium.
- 20.09 (a) When the current sick leave plan was established November 1, 1988, all nurses employed as of that date had their accumulated sick leave credits frozen. This credit was placed in an account known as "ONA Sick Leave Bank". This bank can be used as per:
- i) used to supplement current sick leave or,
- ii) be paid out to the employee in accordance with Article 20.09 (b).
- (b) All eligible nurses will receive a pay out of fifty percent (50%) of their "Bank" upon termination up to a maximum of one hundred and thirty (130) days based on the following formula:
- i) Five (5) years full-time equivalent service (9,100 hours) 50% x bank x salary at time of termination;

- ii) Less than five (5) years full-time equivalent

hours

9,100 x 50% x bank x salary at time of termination.

Accumulation of sick leave credits as per Article 20.02 will commence as of November 1, 1988 or date of hire, whichever is later.

20.10 Nurses on benefits will be permitted to use up to a maximum of seven (7) days of sick leave credits per year to provide care to the nurse's family. This provision will be pro-rated for part-time staff based on their hired FTE.

Family is defined as an individual who relies on the nurse for his/her care on a regular, ongoing basis.

20.11 Time off for medical appointments may be allowed by the Program Director or designate. This time will be classed as sick leave and deducted from the nurse's sick leave balance as appropriate.

ARTICLE 21 – BENEFITS

21.01 Pensions

Ontario Municipal Employees Retirement System (OMERS) where applicable, and Canada Pension (CPP) shall apply to the nurses covered by this agreement in accordance with the terms and conditions applicable to the Employer. Nurses may retire as set out in OMERS.

21.02 The Employer will provide a major medical plan, long term disability plan, vision care plan, dental plan and life insurance and Accidental Death and Dismemberment benefits pursuant to Schedule B.

The reimbursement of the dental plan claims will be at the current ODA rate, less two (2) years. The Employer will pay one hundred percent (100%) of the billed premiums for all benefit plans for staff hired at .5 FTE or greater. For permanent staff hired at less than .5 FTE the Employer will pay 13 % in lieu of benefits if the nurse is not enrolled in OMERS and 9% in lieu if the nurse is enrolled in OMERS.

Temporary nurses will receive twelve (12%) percent in lieu of vacation and benefits.

The Employer may replace any of the plans with a comparable or better plan, provided the Association is consulted prior to the change. The Employer will not change any aspects of the benefit plans without the agreement of the Association.

The Employer shall provide through its carrier, the option for nurses to purchase additional life insurance for themselves and their spouses, in \$10,000.00 increments, to a maximum of \$300,000.00, fully paid by the nurse. Such additional insurance shall be at a reduced group rate.

21.03 Workplace Safety and Insurance Board

The Employer shall provide coverage for nurses under the *Workplace Safety and Insurance Act*.

21.04 If a nurse is entitled to receive WSIB benefits, she may choose to turn over to the Employer all monies received for such benefit, in which case the Employer will continue to pay said nurse full salary, taking the difference between benefit payment and full salary from the nurse's accumulated illness allowance credit until such credit is exhausted, after which time the nurse will receive only WSIB benefits.

21.05 The Employer shall provide all nurses in its employ with copies of their benefits.

21.06 The Employer agrees that part-time nurses may pay, through payroll deductions, for full premium costs of the ONA sponsored benefit program, provided that the Employer's systems can accommodate this. The ONA sponsored benefit plan will provide the Employer with an administrative rebate, if any.

The employer will make no payroll deductions for such benefits in months in which the nurse has insufficient earnings. In this circumstance, the nurse is responsible for making the full payment to the ONA sponsored benefit plan.

The parties agree to give the Employer appropriate time to establish the payroll deduction process. Once established the payroll deduction process for part-time benefits through the ONA sponsored program will be communicated to the Association and the part-time nurses. The Employer will facilitate access to part-time nurses by providing available benefit literature and other communications as appropriate.

21.07 Casual nurses shall be entitled to a vacation allowance of six percent (6%) of all pay earned during the year.

ARTICLE 22 – TRANSPORTATION

22.01 The Employer agrees to reimburse the nurse for the use of her personal vehicle for health unit business by paying six (6) cents below the Revenue Canada reasonable maximum mileage reimbursement as published annually for all kilometres driven.

Effective January 1, 2009, the rate will be forty-six (46) cents per kilometre. The rate for each successive year will be established by reviewing the Revenue Canada Reasonable maximum mileage reimbursement as published each December. Notice of the rate to be implemented will be given to the bargaining unit prior to December 31st of each year.

In exceptional circumstances the Employer may provide a leased vehicle upon the request of the nurse, each case to be judged on its own merit.

NOTE: The Employer will complete any necessary forms for tax purposes.

- 22.02 A nurse, requested by the Program Director, to work out of an office other than her/his assigned office will be compensated for the time and distance travelled to the new area of employment. The Program Director is to see that this is on a temporary basis only.
- 22.03 Salary and transportation allowance will be paid to nurses to allow attendance at staff education approved by the Employer.

ARTICLE 23 – MISCELLANEOUS

23.01 **Malpractice Insurance**

The Employer will provide malpractice insurance coverage in accordance with the terms and conditions of the existing contracts of insurance and subject to the limitations therein.

- 23.02 Where laboratory coats are required in any area, they shall be provided and laundered by the Employer.

- 23.03 All nurses shall present their College of Nurses Certificate of Competence or proof of payment of same to their Program Manager by February 15th of each year. In instances where a nurse presented proof of payment, the nurse must still present her Certificate of Competence, when received, to her Program Manager. A copy of the Certificate will be forwarded to Human Resources for inclusion in the nurse's personnel file.

- 23.04 The Employer shall provide one bulletin board per office for the sole use of the Association.

- 23.05 All nurses will receive their pay through direct bank deposits. Earning statements will be distributed through e-mail.

- 23.06 Subject to the agreement of the affected nurse, in the event that there is an error on a nurse's timesheet that would result in an over or under payment, Human Resources has the authority to correct the error. Human Resources will advise the nurse and the appropriate manager/supervisor of the action taken.

23.07 **MODIFIED WORK**

- (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 or when a nurse goes on L.T.D.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Employer will notify and meet with a representative of the Ontario Nurses' Association and required members of the Local as mutually agreed 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's Form 7 at the same time as it is sent to the Workplace Safety and Insurance Board.

ARTICLE 24 - COURT ATTENDANCE

24.01 Jury and Witness Duty

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 party, 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) deposits with the Employer an official receipt when available covering the full amount of the compensation received, excluding mileage, travelling, and meal allowance.

ARTICLE 25 - DURATION OF AGREEMENT

- 25.01 This Agreement shall be for a period commencing on the 1st day of January, 2009 and ending on the 31st day of December, 2011.
- 25.02 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days prior to the termination date of this Agreement.
- 25.03 Negotiation with respect to renewal of the Agreement shall commence within fifteen (15) days of such notice, or within such period of time as mutually agreed to by the parties.
- 25.04 All employees in the bargaining unit as of January 1, 2009 are entitled to retroactivity on the basis of the wage increase, times (x) hours paid since January 1, 2009. The Employer will notify employees who have left its employ prior to the date of settlement, at the last address recorded with the Employer, and will provide the Association with a copy of the notices sent. Former employees will have sixty (60) days from the date of notification to claim retroactivity.

SIGNING PAGE

Dated at Barrie, Ontario, this 1 day of October, 2009.

FOR THE EMPLOYER

[Signature]
P. Huron
B. Hadley

FOR THE UNION

[Signature]

Labour Relations Officer
Beverly Smith, Barrie, ON
S. Baradit Regt.
Rebecca Cormier, P.O. Box

SCHEDULE "A"
SALARY SCHEDULE

Public Health Nurse		January 1, 2009	October 1, 2009	January 1, 2010	Sept. 1, 2010	January 1, 2011	July 1, 2011
Year 1				32.53	32.86	33.52	34.19
Year 2	Hourly	32.53	32.85	33.51	33.85	34.52	35.21
Year 3	Hourly	33.36	33.70	34.37	34.72	35.41	36.12
Year 4	Hourly	34.87	35.22	35.93	36.29	37.01	37.75
Year 5	Hourly	35.74	36.10	36.82	37.19	37.93	38.69
Year 6	Hourly	37.80	38.18	38.94	39.33	40.12	40.92

Registered Nurse		January 1, 2009	October 1, 2009	January 1, 2010	Sept 1, 2010	January 1, 2011	July 1, 2011
Year 1				30.69	30.99	31.61	32.25
Year 2	Hourly	30.68	30.99	31.61	31.92	32.56	33.21
Year 3	Hourly	31.52	31.83	32.47	32.79	33.45	34.12
Year 4	Hourly	33.03	33.36	34.03	34.37	35.05	35.75
Year 5	Hourly	33.88	34.22	34.91	35.26	35.96	36.68
Year 6	Hourly	35.89	36.25	36.98	37.35	38.09	38.86

Nurse Practitioner		January 1, 2009	October 1, 2009	January 1, 2010	Sept 1, 2010	January 1, 2011	July 1, 2011
Year 1				42.87	43.30	44.17	45.05
Year 2	Hourly	41.51	41.93	44.16	44.60	45.49	46.40
Year 3	Hourly	42.59	43.01	45.49	45.94	46.86	47.80
Year 4	Hourly	44.51	44.96	46.85	47.32	48.26	49.23
Year 5	Hourly	45.60	46.06	48.26	48.74	49.71	50.71
Year 6	Hourly	48.25	48.73	49.70	50.20	51.20	52.23

SCHEDULE "B"**BENEFITS**

LIFE INSURANCE	Manulife Policy 14492, Class 1B
Benefit amount	2 X annual earnings
Maximum	\$600,000
Non Evidence Maximum	\$600,000
Reduction	50% at age 65
Termination age	70 or earlier of retirement
AD&D	Industrial Alliance Pacific - Policy 119-3788
Benefit amount	1 x annual earnings
Maximum	\$500,000
Reduction	50% at age 65
Termination age	70 or earlier of retirement
OPTIONAL LIFE	Manulife Policy 14492, Class 1B
Benefit amount	Units of \$10,000
Maximum	\$300,000
Employee & Spousal	Yes
Termination age	65
LONG TERM DISABILITY	Manulife Policy 14492, Class 1B
Benefit Amount	75% of monthly earnings
Maximum	\$10,000
Non Evidence Maximum	\$10,000
Elimination Period	120 days
Maximum Benefit Period	Age 65
Definition of Disability	24 months Own Occupation
Pre-Existing Condition Clause Applies	Yes (3/12)
Taxability	Taxable
Termination age	65
EXTENDED HEALTH CARE	Manulife Policy 14492 - Class 1B
Deductible	No Deductible
Reimbursement	100%
Overall Maximum	Unlimited
Waiting Period	None
Dependent Eligibility	21; 25 if in full time attendance at school
Survivor Benefit	3 months
Termination age	70 or earlier of retirement

Vision Care	Self-Insured, at the current rate of \$350 every two (2) years per plan member. (Includes Eye Examinations and Laser Eye Surgery as claimable costs within the limit)
Eye Examinations and Laser Eye Surgery	Self-insured and claimable under Vision Care benefits
Hospital	Semi Private
Convalescent Hospital	\$10 per day; 100 days maximum per disability
Private Hospital	Semi Private
Drugs	
- Type	Prescription Requiring, plus life sustaining
- Drug Card	Yes
- Capped Dispensing Fee	\$10.00 per prescription
- Deductible	Included in EHC Deductible
- Co-payment	100%
- Fertility Drugs	Lesser of \$5,000 per LT, or one 12 month course of treatment
- Smoking Cessation	Not a Benefit
- Anti-obesity	Included
- Erectile Dysfunction	Not a Benefit
Private Duty Nursing	\$10,000 every 12 consecutive months
Chiropractor/Massage Therapist/ Physiotherapist	\$1,200 combined maximum per calendar year
Osteopath	\$350 per calendar year
Podiatrist/Chiropodist	\$350 per calendar year
Psychiatric Treatment	\$50/initial visit; \$20/subsequent visits; \$350 per calendar year
Speech Therapy	\$350 per calendar year
Clinical Psychologist	\$350 per calendar year
Naturopath (ND)	\$350 per calendar year
Registered Dietician (RD)	\$350 per calendar year
Orthopaedic Shoes or Boots	\$200 per calendar year
Custom-Moulded Orthotic's	\$450 every 36 months
Hearing Aids	\$500 every 60 months (5 years)
Ambulance	Covered
Medical Equip. & Supplies	Covered
Travel	
	Not a Benefit

Dental	Manulife Policy 14492 - Class 1B
Benefit	Preventative - 100%
	Dentures and Major Restorative - 100%
Deductible	Nil
Maximums	Preventative - Unlimited
	Dentures and Major Restorative - \$1,500 per calendar year
ODA Fee Schedule	Current, less 2 years
Recall Frequency	9 months
Termination age	70 or earlier of retirement
Survivor Benefit	3 months

APPENDIX "C"**GENERAL GUIDELINES FOR BUSINESS USE OF PRIVATE VEHICLES**

- (a) The Board of Health authorizes the use of private motor vehicles for business purposes. Employees are reimbursed for the use of their vehicles by a mileage allowance which is Article 22 of the collective agreement and is considered reasonable by the Board.
- (b) Employees will be considered on business under the following conditions:
 - i) When travelling on business to and from their assigned Health Unit office in the course of their business day.
 - ii) When travelling from home to a business, contact, client, meeting, etc. at the start of the business day (there is no need to report to the office).
 - iii) When travelling to and from conferences, conventions, etc. even when these are held outside normal working hours.
- (c) Employees are not considered on business when:
 - i) They travel to and from home to the office at the start and close of their business day; and
 - ii) On leaving the last business contact, client, meeting, etc. of the day they proceed directly home without returning first to the office.
- (d) All employees who use their vehicles for business purposes are encouraged to carry business insurance in addition to regular insurance coverage.
- (e) The Board of Health will carry non-owned automobile insurance coverage which will indemnify the Health Unit against any claim arising from the business use of employee's vehicles. Employees are responsible for the proper care and handling of their own vehicles and are required to carry at least one million dollar liability coverage.
- (f) In the event that an employee's own vehicle is in repair and unavailable, it is the employee's responsibility to secure an alternate vehicle at own cost. A request to use a health unit vehicle may be submitted and will not be denied if a vehicle is available.
- (g) Employees are encouraged to carry C.A.A.
- (h) Passengers are not permitted to be transported by employees in their private vehicles while on health unit business except for health unit purposes. Employees offering lifts to personnel outside of health unit purposes do so at their own risk.
- (i) All fines, etc. for traffic violations are the responsibility of the driver.

- (j) Submit claim for parking meter money to office secretary for reimbursement from petty cash.
- (k) Mileage to be submitted no later than the first week of each month to Barrie Office.

LETTER OF UNDERSTANDING

Between:

SIMCOE MUSKOKA DISTRICT HEALTH UNIT
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

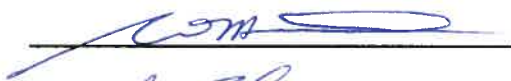
Re: Layoff


The parties agree to meet during the life of this Collective Agreement to discuss and agree to additional parameters around the treatment of nurses and their bumping rights and options should a layoff situation arise.


Dated at Barrie, Ontario, this 2nd day of September, 1999.

Renewed at Barrie, Ontario, this 1 day of October, 2009.


FOR THE EMPLOYER




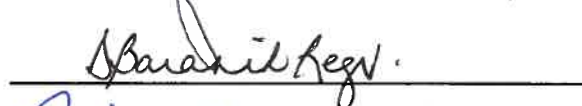





FOR THE UNION



Labour Relations Officer






LETTER OF UNDERSTANDING

Between:

SIMCOE MUSKOKA DISTRICT HEALTH UNIT
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

Re: Job Sharing

The Union and the Employer agree that two (2) nurses can share one (1) full-time position. The Union agrees to modify specific aspects of the Collective Agreement with the understanding that:

- (a) This Letter of Understanding will be updated and changed to incorporate any amendments to the Collective Agreement made by the parties to the Collective Agreements; and
- (b) The nurses involved in the Job Sharing arrangement shall be part-time nurses and shall be covered by all provisions pertaining to part-time nurses working less than twenty (20) hours per week.
- (c) The nurses are entitled to all the terms of the Collective Agreement except those which are modified as follows:
 - i) Each job sharer will have the opportunity to apply and be considered for any job vacancies arising.
 - ii) All seniority, illness, vacation and other credits shall be retained and transferred with the job sharer if she transfers from full-time or part-time employment to a job sharing position and vice versa.
 - iii) The normal weekly hours of work for the job shared position shall be thirty-five (35) hours.
 - iv) Job sharers will determine between themselves and their Program Manager which partner will work on a scheduled day and such schedules will not be unilaterally imposed or changed by the Employer.
 - v) Job sharers may be required to cover for their partner in the event of an absence in excess of ten (10) working days but less than sixty (60) days. Job sharers are not responsible for arranging coverage for their position during an absence.
 - vi) Should one (1) partner transfer through the job posting procedure (Article 12) or terminate employment, the remaining partner shall continue to




Re: Job Sharing
Page Two

work her own schedule for thirty (30) working days or any other schedule mutually agreed upon by her Program Manager and the nurse. She will revert to a full-time nurse in this position.


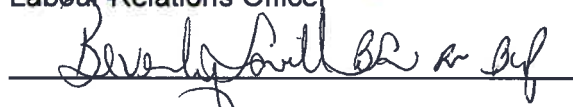

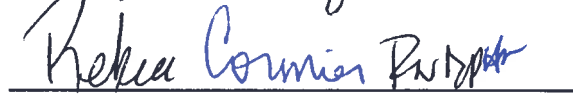
- vii) Job sharers will be entitled to vacation with pay as provided to part-time nurses.
- viii) The job sharers shall not be required to cover for each other during vacation.
- ix) The job sharers will on paid holidays receive one-half (½) day pay and one-half (½) day off in lieu.
- x) The job sharers will not be required to work in total more statutory holidays than would one (1) full-time nurse.
- xi) The job sharers involved will determine between themselves and their Program Manager which partner will work on scheduled paid holidays.
- xii) Each job sharer shall be entitled to annual increments on the same basis as part-time nurses.
- xiii) The job sharers and their Program Manager shall determine attendance at staff meetings. Communication of the information disseminated at staff meetings will be the responsibility of the job sharers.

Dated and Signed at Barrie, Ontario this 2nd Day of September, 1999.
Renewed at Barrie, Ontario, this 1 day of OCTOBER, 2009.

FOR THE EMPLOYER

FOR THE UNION


 Labour Relations Officer

 Beverly Bull BR or def

 [Name]

 Reka Cormier

LETTER OF UNDERSTANDING

Between:

SIMCOE MUSKOKA DISTRICT HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Re: New Graduate Initiative

The parties agree to the following:

1. Nurses hired under the New Graduate Initiative are hired above complement to the usual staffing numbers.
2. The New Graduate Nurse will be considered a Temporary Nurse as per Article 3.03 of the Collective Agreement. All Articles that apply to a Temporary Nurse will apply to the New Graduate Nurse.
3. The New Graduate Nurse will be paid at Level 1 of the current salary grid.
4. The Employer will continue its practice of filling vacancies as per Article 12 of the Collective Agreement. The New Graduate Nurse will be eligible to apply to postings after twelve (12) weeks employment. The New Graduate Nurse will only be considered after all current permanent employees requests for transfer have been met.
5. In the event a New Graduate Nurse is successful in a job posting, they will retain all service and seniority for all purposes under the Collective Agreement.
6. The local members will assist the new hires as mentors in accordance with the employer's current practice.

Signed this 31st day of July, 2007.

Renewed at Barrie, Ontario this 1 day of October 2009.

FOR THE EMPLOYER

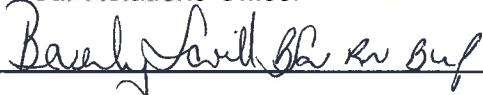




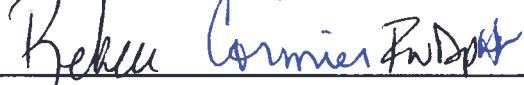


FOR THE UNION



Labour Relations Officer






LETTER OF UNDERSTANDING

Between:

SIMCOE MUSKOKA DISTRICT HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Re: Registered Nurses

Whereas the parties acknowledge that the existing Registered Nurses currently employed in the VPD program possess a significant amount of knowledge and experience that benefits both the Health Unit and the nurses;

and whereas the parties wish to be supportive of the dedication of the Registered Nurse staff and their ongoing contribution to the work place and profession;

the parties agree to the following:

1. Current Registered Nurses who wish to enroll in continued education towards their PHN designation, may access funding through the Health Unit policy and/or RNAO.
2. Current Registered Nurses who wish to enroll in continued education towards PHN designation, may access leave of absence provisions as per Health Unit practice and the Collective Agreement.
3. The Employer will designate the approval of numbers 1 and 2 above as a priority for the organization.
4. Upon completion of the requirements for PHN designation, the parties agree to promote the current permanent Registered Nurses, as listed in the attached list, to the classification of PHN without the requirement to post the position, within the VPD program.
5. Once promoted to PHN, these nurses will enjoy the ability to enter into any job competition within the Health Unit for any PHN position.

Current Registered Nurses

1. Susan Palka
2. Donna McCarthy
3. Joanne Woodman
4. Julie Enns
5. Jane Beaton