

COLLECTIVE AGREEMENT

Between:

WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT
(hereinafter referred to as "the Employer")

And:

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

Expiry Date: April 30, 2011

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS.....	1
ARTICLE 4 – RELATIONSHIP.....	2
ARTICLE 5 - ASSOCIATION SECURITY	2
ARTICLE 6 - NO STRIKES OR LOCKOUTS.....	3
ARTICLE 7 - ASSOCIATION REPRESENTATION	3
ARTICLE 8 - HOURS OF WORK.....	4
ARTICLE 9 – SENIORITY	9
ARTICLE 10 - OCCUPATION CLASSIFICATIONS AND SALARY RATES	13
ARTICLE 11 – HOLIDAYS.....	14
ARTICLE 12 – VACATIONS	16
ARTICLE 13 - SHORT-TERM AND LONG-TERM DISABILITY BENEFIT PROGRAM.....	17
ARTICLE 14 - CAR ALLOWANCE.....	18
ARTICLE 15 - GRIEVANCE PROCEDURE.....	18
ARTICLE 16 - ARBITRATION PROCEDURE.....	19
ARTICLE 17 - LEAVE OF ABSENCE	20
ARTICLE 18 - BENEFIT PLANS.....	26
ARTICLE 19 – MISCELLANEOUS	26
ARTICLE 20 - NURSE ASSAULT.....	28
ARTICLE 21 - ACCESS TO FILES.....	28
ARTICLE 22 - DURATION OF AGREEMENT	28
SIGNING PAGE.....	30
APPENDIX “A”	31
SALARY SCHEDULE	31
APPENDIX "B"	32
HEALTH BENEFIT PLAN CONTRIBUTIONS.....	32
APPENDIX "C".....	33
HEALTH BENEFIT PLAN	33
LETTER OF UNDERSTANDING	34
Re: Pre-Natal Teachers.....	34
LETTER OF UNDERSTANDING	35
Re: New Graduate Initiatives	35

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this collective agreement is to establish and maintain collective bargaining relations between the Employer and the members covered by this Agreement; and to provide for the prompt disposition of grievances and final settlement of disputes. Further to establish and maintain mutually satisfactory working conditions, hours of work and wages for all members within the bargaining unit.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible service for clients. Issues concerning client service which are unresolved at the program level may be raised through the Association Management Committee as well as the Nursing Council.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Association as the exclusive Bargaining Agent for all Part-time and Full-time Registered and Graduate Nurses employed in a nursing capacity save and except Technicians, Supervisors, persons above the rank of Supervisor and office staff.
- 2.02 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 Bargaining Unit. All correspondence sent by the Employer to the Association shall be sent to such Bargaining Unit.

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

- 3.01 The Association acknowledges that, except as expressly modified by any other Article in this 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 to be performed and provided in the conduct of its operations.

ARTICLE 4 – RELATIONSHIP

- 4.01 The Employer and the Association agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any nurse because of membership or non-membership in the Association, and the Association further agrees that there will be no solicitation for membership in the Association during working hours of any nurse and no Association activity on the premises of the Employer except as otherwise provided in this Collective Agreement or as specifically permitted by the Employer.
- 4.02 The Employer and the Association acknowledge the *Human Rights Code* of Ontario and agree that to the extent its application affects their employment relationship, there shall be no discrimination or harassment against any employee or any Representative of the Employer because of race, creed, colour, sex, sexual orientation, national origin, political or religious affiliation, marital status, age, handicap or any other factor which is not pertinent to the employment relationship.

ARTICLE 5 - ASSOCIATION SECURITY

- 5.01 The Employer will deduct from each nurse who has worked in the month and who is covered by the Collective Agreement an amount equal to the regular monthly Association dues designated by the Association. Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary Treasurer of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 5.02 (a) The amount so deducted shall be remitted monthly to the Provincial Secretary Treasurer of the Association. In remitting such dues the Employer shall provide a list of the names of the nurses from whom such deductions were made and shall include their social insurance numbers.
- The list shall also identify any deletions (including any terminations) and any leaves of absence as well as any additions from the preceding month.
- A copy of this list will be sent to the Bargaining Unit President.
- (b) The Employer will provide the Association with the name, address and classification of any new employees within one (1) month of employment.
- 5.03 The Employer agrees that a member of the Association, preferably the office representative, will be allowed a reasonable period, not to exceed one hour, to meet with newly hired nurses during their first month of employment. The meeting will be scheduled at a time so as not to adversely affect service delivery and the time of the

meeting will be confirmed with the supervisor(s). During such meetings, membership forms may be provided to the nurse.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 The Employer agrees that it will not cause or direct any lockout of its nurses during the term of this Agreement. The Association agrees that there will be no strikes for any reason by the nurses during the term of this Agreement. The terms "strike" and "lockout" shall have the same meaning as these words are given in the *Ontario Labour Relations Act*.

ARTICLE 7 - ASSOCIATION REPRESENTATION

7.01 The Employer will recognize:

- (a) A negotiating committee composed of three (3) nurses, whose duties shall be to negotiate renewal agreements.
- (b) A Grievance Committee of three (3) nurses whose function shall be outlined in the grievance procedure;
- (c) One (1) nurse per office site to act as Nurse Representatives;
- (d) An Association Management Committee comprised of two (2) representatives of the Association, who shall meet with the Chief Nursing Officer or her designated nominee and one other management representative at the request of either party once every three (3) months for the purpose of discussing matters of mutual concern including the quality and quantity of nursing care, and for promoting and providing effective and meaningful communication of information and ideas. In advance of the meeting, the Committee members shall indicate to the Chair any pertinent items they would like added to the agenda for discussion. The Agenda will be circulated one (1) week in advance of the meeting, in order that any necessary information may be obtained. Minutes of the meeting, and any recommended disposition of any matter, shall be maintained. Copies of these minutes shall be provided to Committee members and to the Office Nurse Representatives.
- (e) The Employer acknowledges the desire to maintain, to the extent within its control, standards of health and safety for its employees. It is, therefore, agreed that one (1) Nurse Representative as selected or appointed by the Association from the Bargaining Unit shall sit on the Occupational Health and Safety Committee and such representative shall be the certified member pursuant to the *Occupational Health and Safety Act*. The Occupational Health and Safety Committee shall carry out its functions pursuant to the *Occupational Health and Safety Act* of Ontario.

7.02 The Association acknowledges that Committee members have regular duties to perform on behalf of the Employer and that such nurses will therefore not leave their regular duties without first obtaining permission to do so from their immediate

supervisor. When resuming regular duties they will be required to report back to their immediate Supervisor. It is understood that the taking of such time away from regular duties will be kept to a minimum and that permission will not therefore be unreasonably withheld.

- 7.03 The Employer agrees to pay for time spent for Representatives of the Association attending meetings of any one Committee listed in 7.01, provided the Representative would otherwise be at work at the time of the meeting.
- 7.04 It is agreed that an employee, or group of employees, shall have the right to have a Union representative present at any time the employee(s) feels it is, or becomes, necessary and it is reasonable to do so. In the case of a disciplinary action by the Employer, the employee shall be advised of this right in advance of the action being taken.
- 7.05 The Union shall have the right at any time to have the assistance of a representative of the Ontario Nurses' Association.

ARTICLE 8 - HOURS OF WORK

- 8.01 (a) The Employer does not guarantee to provide employment or work for normal hours or for any other hours. The normal hours of work shall be thirty-five (35) hours per week, consisting of seven (7) hours per day, Monday through Friday, excluding meal periods.
- (b) The normal work day shall be seven (7) hours scheduled by the Employer such that no more than two (2) days per week will start later than between 0800 hours and 0900 hours.
- (c) The parties recognize that Government mandates may necessitate the establishment of weekend work on an occasional or regular basis. Where such Government mandated service, or Employer required service, makes such weekend work necessary, all time worked on the weekend shall be compensated at time and one-half (1½) the nurse's regular hourly rate of pay.
- Weekend work not required by the Employer will be compensated at straight lieu time.
- Educational opportunities, including conferences, not required by the employer will be capped at seven (7) hours inclusive of travel time and compensated at straight lieu time.
- (d) The parties recognize the need to provide service to the public outside the normal office hours of the Health Unit. Work performed beyond the scheduled seven (7) hours in any day Monday to Friday shall be compensated at straight time lieu time, unless the nurse opts to flex her/his day in accordance with Article 8.03.

- (e) A nurse who works in excess of seven (7) hours in a day, in preference to flexing hours, shall be allowed to accumulate such hours as compensating time to a maximum of thirty-five (35) hours. These hours shall be taken as straight time in lieu at a time mutually agreeable to the nurse and the supervisor. Where compensating time/lieu time is earned in excess of thirty-five (35) hours, the nurse and the supervisor shall meet to mutually schedule the use of such excess compensating time off.
- (f) The Employer reserves the right to schedule and assign all work, however when appropriate and practical, work will be assigned in a mutually agreeable manner. When the assignment cannot be mutually agreed to, the Employer will assign nurses as appropriate in the view of the Employer. If a choice of nurses exists, then such assignments will be in reverse seniority order on a rotational basis within the programme.

Should the employer require a nurse to permanently adjust her day off work, the employer shall provide four (4) weeks notice to the nurse.

- (g) Assigned work will attract time from the base office from which the nurse is assigned or from their home if it is closer, until their return to the nurse's base office or home if it is closer.
- (h) All weekend compensation shall be paid on the pay following its submission, approval and delivery to the payroll department.

8.02

- (a) On-call hours apply through the following assigned periods:
 - i) Saturday, Sunday and holidays (Article 11.01), from 8:30 a.m. to 11:00 p.m.
 - ii) Evenings, Monday through Friday from 4:30 p.m. to 11:00 p.m..
- (b) A nurse who is on "on-call duty" shall be paid a minimum of:
 - i) One (1) hours' pay at time and one-half (1½) for each evening (Monday through Thursday).
 - ii) Two (2) hours' pay at time and one half (1½) for each of Friday.
 - iii) Two and one-half (2½) hours' pay at time and one half (1½) for each Saturday or Sunday.
 - iv) Four (4) hours' pay at time and one-half (1½) for each holiday.
- (c) In addition to receiving on-call duty pay, a nurse who is called upon to perform duties (see (d) below) while on "on-call duty" shall receive, for all time worked beyond the minimum period, the rate of time and one-half (1½) of the nurse's current hourly rate. All hours worked beyond the minimum period will be paid in half hour increments. For hours worked on a Holiday the nurse shall also receive time in lieu at straight time.

- (d) "Time worked" refers to the receipt of and/or making of business telephone calls and the documentation of such telephone calls. Home/office/hospital or other visits may be done with the prior approval of management. "Time worked" with respect to approved visits shall be calculated from the nurse's home and return from her last call. Mileage shall be paid from the nurse's home and return from her last call.
 - (e) Nurses shall be reimbursed for long distance business telephone calls by submitting telephone bills to their supervisor.
 - (f) Nurses shall be provided with an on call kit including a cell phone.
 - (g) A Nurse who is required to perform on-call duties beyond 11:00 p.m. shall be paid two dollars and fifty cents (\$2.50) per hour for additional on call duty. Time worked after 11:00 p.m. will be paid in accordance with (c) & (d) above.
 - (h) The development of the on call schedule will be done in collaboration with the nurses. If the schedule is not voluntarily filled the employer will assign nurses to the schedule in reverse seniority order. Prior to being scheduled, staff will be properly oriented to on call and will have completed their probationary period.
- 8.03
- (a) Flex time shall be defined as scheduling seven (7) consecutive hours of work, excluding meal periods, between 0730 and 2300 hours or flexible hours of work per day over a seventy (70) hour pay period.
 - (b) Where a nurse requests to work flex time such request shall not be unreasonably denied, provided it can be shown to the satisfaction of the supervisor that the required service will be maintained.
 - (c) The scheduling of the hours of work shall be established by the employer with the agreement of the nurse.
 - (d) Where a nurse works in excess of seven (7) hours in a day she/he will attempt to flex her/his hours, such that the hours of work will not usually exceed seventy (70) hours in a pay period.
 - (e) There will be no split shifts unless mutually agreed to by the nurse and the Supervisor.
 - (f) In all cases flex time shall be communicated to team members so that service delivery is maintained.
 - (g) On an occasional basis during the course of a day a nurse may earn or take flex time to a maximum of one (1) hour without the advance approval of their supervisor. This time would be recorded on the nurses' time sheet for information. Flex time shall be balanced out over a pay period.
 - (h) Any time beyond one (1) hour shall be earned or taken only with the approval of the Supervisor.

- (i) Flextime shall not be used where an altered workday or compressed schedule will be more appropriate.
- (j) As professionals, time earned and taken in periods of less than fifteen (15) minutes should not be recorded.

8.04

Compressed Work Week

- (a) Full-time nurses may request to work a compressed work week by indicating their intention and a plan for workload coverage, in writing to their supervisor within two (2) weeks of the intended commencement of a compressed work week schedule. Such requests shall not be unreasonably denied.
- (b) For a compressed work week schedule, the hours of work shall be as follows:

Compressed over three (3) weeks - 14 days of work at 7.5 hours per day

(15 days x 7 hours = 105 hours) (7.5 hours x 14 = 105 hours)
- (c) The scheduling of hours of work shall be determined by mutual agreement of the nurse and her/his supervisor, such that service delivery is maintained.
- (d) It is understood and agreed that there will be no casual relief provided by the Employer for absences due to the compressed work week schedule and that overtime may not be increased as a result of the schedule.
- (e) Where a nurse works in excess of the daily hours of work of the compressed work week schedule then the principles of Article 8.01 (c), (d) and (e) shall apply.
- (f) It is understood that any nurse who is absent from work for any reason shall be deemed to be off for seven and one-half (7.5) hours. Entitlement for vacation, paid holidays, bereavement leave and educational days are earned in seven (7) hour increments. In order to make up for the one-half hour (½) difference, a nurse may use either vacation or compensation time. A nurse will not utilize sick leave benefits for the scheduled day off over the three (3) week period on the compressed work week schedule.
- (g) Any nurse working a compressed work week or the supervisor may upon three (3) weeks written notice discontinue the compressed work week schedule, provided reasonable reasons have been provided and the parties discussed the discontinuance.

8.05

(a) Job Sharing

Any requests for job sharing arrangements from the Public Health Program shall be considered on an individual basis following discussion and agreement by the parties.

(b) Implementation

- i) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the collective agreement.
- ii) Any incumbent full-time nurse wishing to share her/his position, may request to do so without having her/his half ($\frac{1}{2}$) of the position posted. If it is agreed that this position would be a job sharing arrangement then the other half ($\frac{1}{2}$) of the job sharing position will be posted and selection will be made on the criteria set out in the collective agreement.

Scheduling

- (c) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and their supervisor and the hours shall be equally distributed. Each nurse will not be scheduled to work more than half ($\frac{1}{2}$) those hours of work over a two (2) week period.
- (d) The above schedules shall conform with the scheduling provisions of the collective agreement.
- (e) Each job sharer may exchange shifts with her partner with the approval of their supervisor.
- (f) Job sharers shall not be required to replace each other during any vacation, illness or other absence, but may do so if coverage is required and if there is mutual agreement between the job sharer and the supervisor. Should the job sharer decline coverage of any absences of their partner, the supervisor shall determine the coverage required.
- (g) If one of the job sharers leaves the arrangement, then the remaining job sharing partner will have the option of continuing in the full-time position.

If the nurse does not wish to continue full-time, then the Employer shall post the half ($\frac{1}{2}$) of the job share position.

If there is no successful applicant to the posted position, then the remaining nurse will again be offered the full-time position. Failing acceptance, the nurse will be offered a casual part-time position. The shared position must then revert to a full-time position and the posting provisions of Article 9.05 and 9.06 will apply.

- (h) Seniority for the job sharers shall be based on paid hours. It is recognized that fourteen hundred (1400) paid hours equals one (1) year of full-time seniority. The job sharers shall be listed on the seniority list for part-time nurses. Job sharers will be advanced to the next level on the salary schedule upon completion of fourteen hundred (1400) hours worked.

(i) Benefits

The cost of benefits for the two (2) nurses involved in the job share arrangement will not exceed the employer's cost of benefits for one (1) full-time nurse.

The job sharers will be eligible under the EHC and Dental Benefits on a cost sharing basis, and are also eligible for Life Insurance and AD & D. The job sharers are not eligible for LTD.

(j) STD

Each job sharer shall be entitled to three (3) non-cumulative sick days each year and fifty-nine point five (59.5) days at seventy-five percent (75%) of their daily salary under the Short Term Disability Plan.

(k) Vacation

Each job sharer shall be entitled to vacation with pay in accordance with Article 12 of the collective agreement.

Each job sharer will accumulate vacation credits on a pro-rata basis.

(l) Paid Holidays

Each job sharer shall be paid for six (6) paid holidays each year. The scheduling and distribution of the paid holidays shall be equitable and by mutual agreement between the job sharers and their supervisor.

(m) Salary

Each job sharer shall be paid at one-half ($\frac{1}{2}$) the annual salary rate at the level on the grid which she is presently being paid.

(n) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

(o) Job share incumbents may not add any additional permanent time to their existing assignment.

ARTICLE 9 – SENIORITY

9.01 Seniority shall be defined as length of service with the Employer since date of last hire. Seniority for Part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that for Part-time nurses fourteen hundred (1400) paid hours equals one (1) year of Full-time seniority.

- (a) All newly hired nurses shall be considered to be on probation for a period of sixty (60) days worked from the date of last hire. If retained after the probationary period, the nurse shall be credited with seniority from the date of last hire.
- (b) A nurse who is transferred to a position outside of the Bargaining Unit shall, subject to (c) below, retain but not accumulate seniority held at the time of the transfer. In the event the nurse is returned to a position in the Bargaining Unit, she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the Bargaining Unit.
- (c) In the event that a nurse is transferred out of the Bargaining Unit under (b) above for a specific term or task which does not exceed a period of six (6) months and is returned to a position in the Bargaining Unit, she shall not suffer any loss of seniority, service or benefits.

9.02

- (a) The Employer will maintain separate Full-time and Part-time seniority lists.
- (b) The Employer shall post revised Full-time and Part-time seniority lists by January 31st and July 31st of each year, and will provide the Association with a copy.
- (c) A nurse's full seniority and service shall be retained by the nurse in the event that the nurse transfers from Full-time to Part-time or vice versa. A nurse whose status is changed from Full-time to Part-time shall receive credit for full seniority and service on the basis of fourteen hundred (1400) hours worked for each year of Full-time seniority or service. The nurse whose status is changed from Part-time to Full-time shall receive credit for full seniority and service on the basis of one (1) year of seniority for each fourteen hundred (1400) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. It is understood that for the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the nurse's date of hire.

9.03

- (a) In the event it becomes necessary to reduce the number of employees covered by this Agreement, for whatever reason, the following criteria shall apply:
 - i) Seniority shall operate on a separate basis as between Full-time and Part-time nurses.
 - ii) Probationary nurses shall be the first laid off. Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on lay-off.
 - iii) In the event of a layoff, nurses shall be laid off in the reverse order of seniority.
 - iv) A nurse who is to be laid off may elect either of the following options:

- (A) to accept the layoff and await recall; or
 - (B) take the position of a nurse with lesser seniority, provided the nurse making the election has more seniority and meets the qualifications of the position and is willing to work the assigned FTE of the position which is being bumped.
- v) Nurses will be recalled from layoff in order of their seniority. The recall rights of Part-Time nurses shall be separate from Full-Time nurses.
- (b) In the event of a lay-off, the Employer shall provide the Association with at least ninety (90) days notice and shall meet with the Association to review the reasons for the lay-off.

The Employer shall provide individual nurses, who have been employed for more than three (3) months, with notice of lay-off or pay in lieu of notice, in accordance with the *Employment Standards Act*.

The Employer will not fill a Bargaining Unit vacancy where there is a nurse on lay-off who is willing and qualified to fulfil the normal requirements of a job.

9.04 A nurse shall lose seniority and shall be deemed to be terminated for any of the following reasons:

- (a) if the nurse is discharged for just cause;
- (b) if the nurse voluntarily resigns or quits the employ;
- (c) if the nurse is absent without permission, or overstays a permitted leave of absence, and fails in either case to furnish the Employer with an acceptable reason for such absence;
- (d) if the nurse has been necessarily absent from work because of illness for a period in excess of twenty four (24) months following the using up of her illness allowance credit;
- (e) if the nurse has been laid off continuously for a period in excess of twenty-four (24) consecutive months;
- (f) if a nurse on being recalled to work following a layoff fails to return to work within a period of seven (7) days of being notified by registered mail to do so by the Employer.

9.05 Job Posting

Prior to proceeding onto vacation a nurse may indicate their interest in any potential posting to their Director. Such request shall be valid only for the current vacation period.

The Health Unit will post for a period of seven (7) working days (excluding the day of posting) a notice of any vacancy in the Bargaining Unit which it intends to fill. The notice shall be posted at each location and shall include a brief outline of the position and where practical the base office from which the position will function. To receive consideration, applications must be in writing and received by the appropriate person as indicated on the posting by 4:30 of the last day of the posting period.

Casual Long Term Positions

The employer shall post any casual long term positions of at least nine (9) months, but not anticipated to exceed thirteen (13) months, for a period of seven (7) working days (excluding the day of posting). In the event a nurse accepts a casual long term position, she will retain her right to return to her permanent position and shall remain in her permanent position for at least nine (9) months unless mutually agreed otherwise.

- 9.06 (a) Nurses shall be selected for positions under Article 9.05, on the following basis:
- i) skill, ability, experience and qualifications
 - ii) seniority

Where the factors in (i) are relatively equal; then factor (ii) shall govern.

- 9.07 In filling temporary vacancies of less than sixty (60) working days, the Employer will offer the time to Regular Part-Time nurses and Casual Part-Time nurses, taking into consideration the employee's stated availability, schedule and skill, ability, experience and qualifications. Where these factors are relatively equal, then seniority will govern.

- 9.08 RPT Nurses may only apply for CPT postings within their assigned program that augment their current FTE.

- 9.09 A nurse selected as a result of a job posting including newly hired nurses need not be considered for a further vacancy for a period of nine (9) months.

- 9.10 The Director or designate shall meet with any unsuccessful applicant who requests a meeting to discuss the reasons for being declined.

- 9.11 In the event of a leave of absence without pay for a period of up to thirty (30) continuous calendar days, seniority and service will continue to accumulate and the Employer shall pay its contribution toward the employee's Benefit Plan (Appendix "B" refers) for the balance of the month in which the leave was granted.

If the nurse's leave of absence without pay exceeds the thirty (30) continuous calendar days period, seniority and service shall no longer accumulate.

After the employee's contribution toward the Welfare Benefit plan as provided above, the nurse will be responsible for the full payment of any employee benefits to which she/he could otherwise be entitled during the period of the leave of absence.

- 9.12 (a) The Employer and the Association recognize the changing role of the Public Health Nurse and in the event of a layoff and where the needs of a program require a Registered Nurse or a Public Health Nurse, the Employer will continue to service that program with Registered Nurses or Public Health Nurses. At any time that the Employer intends such a change, the Employer agrees to meet with the Association.
- (b) i) Volunteers shall not perform work normally performed by employees in the bargaining unit if the use of volunteers directly causes or results in the termination or layoff of employees actively at work or the reduction of existing hours.
- ii) For the purpose of greater certainty, with respect to paragraph (b) i), it is agreed that the restriction on the use of volunteers does not apply to:
- (A) employee claims for lost opportunities for extra hours of work;
- (B) the termination or layoff of a nurse due to financial or other legitimate operational concerns.

ARTICLE 10 - OCCUPATION CLASSIFICATIONS AND SALARY RATES

- 10.01 Occupational classifications and salary rates are set forth in Appendix "A" which is attached hereto and forms part of this Agreement.
- 10.02 In the event that a new or changed occupational classification is decided upon by the Employer as necessary to the operation, then the work, the position title and the salary rate shall be first determined and acted upon by the Employer for the purpose of assigning a nurse and proceeding with the task to be then performed. Thereafter the Employer shall immediately notify the Association of the action taken. If no formal protest is lodged in writing with the Employer by the Association within one (1) month of the date of such notice, the new or changed occupational classification shall be deemed to have become a modification of Appendix "A" of this Agreement. In the event a formal protest is made by the Association, the parties shall arrange for a meeting for the purpose of endeavouring to resolve any difference. If such difference between the parties is not resolved by this means, then the dispute may be submitted to arbitration in the same manner as a grievance.
- 10.03 (a) A Full-time nurse is a nurse who is regularly scheduled to work the normal Full-time hours of work as set out in Article 8.01 (a) of this Agreement.
- (b) A Regular Part-time nurse is a nurse who is scheduled to work less than the normal full time hours on an ongoing basis. A Regular Part-time nurse makes a commitment to an ongoing schedule.
- A Regular Part-time nurse who fills a temporary vacancy in accordance with Article 9.07 shall remain a Regular Part-time nurse.

- (c) A Casual Part-time nurse is a nurse who works on an occasional basis and may be scheduled for assigned work as in Article 9.07. A Casual Part-time nurse may decline the request to work with the exception of on call work. A Casual Part-time nurse regardless of the hours scheduled remains a casual part-time nurse.

10.04 All newly hired nurses shall receive recognition for recent nursing experience, on the basis that for each two (2) years of such experience, the nurse will receive one (1) annual increment up to and including the level on the grid stated as "after five (5) years", provided not more than two (2) years has elapsed since a nurse has occupied a nursing position, where such credit shall be at the discretion of the Employer.

It is recognized that fourteen hundred (1400) hours of Part-time relevant nursing experience equals one (1) year.

- 10.05 (a) A Full-time nurse will be advanced to the next level set out in the Salary Schedule in Appendix "A", twelve (12) months after she/he was last advanced on her/his anniversary date.
- (b) i) Each Regular Part-time nurse will be advanced on the Salary Schedule to the next level after obtaining one (1) year's service, fourteen hundred (1400) hours.
- ii) Each job sharer will be advanced on the Salary Schedule to the next level after obtaining one (1) year's service, fourteen hundred (1400) hours.
- (c) A Regular Part-time nurse whose status is altered to Full-time will assume the same level on the Full-time grid and vice versa. In addition, the nurse who is so transferred will be given credit for service accumulated since date of last advancement.
- (d) i) Effective May, 1996, a Casual part-time nurse will be advanced from the start rate on the Salary Schedule to the next level after obtaining one (1) years service. It is recognized that fourteen hundred (1400) hours worked equals one (1) year.
- ii) A casual part-time nurse whose status is altered to full-time or regular part-time will receive recognition for previous experience on the same basis as in 10.04 above.

Such experience shall include experience with the current employer as well as any previous employment.

ARTICLE 11 – HOLIDAYS

- 11.01 (a) The following holidays shall be recognized, in the case of full-time nurses and shall be paid for:

New Year's Day

Labour Day

Good Friday
 Easter Monday
 Victoria Day
 Canada Day - July 1st
 Civic Holiday

Thanksgiving Day
 Remembrance Day-November 11
 Christmas Day - December 25th
 Boxing Day - December 26th
 Family Day

(b) Regular Part-Time

- i) For those RPT nurses with an FTE of .6 or greater, the paid stat is equal to seven (7) hours and is taken in paid time within the existing pay period unless otherwise mutually agreed upon by the employee and the employer.
- ii) For those RPT nurses with an FTE of less than .6, the paid stat is calculated in accordance with the *Employment Standards Act*. This paid time is taken within the existing pay period unless otherwise mutually agreed upon by the employee and the employer.

(c) Casual Part-Time

Casual Part-time nurses shall be paid in accordance with the *Employment Standards Act* for the eight (8) holidays listed in the *Act*.

New Year's Day
 Good Friday
 Victoria Day
 Canada Day

Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day

- (d) When any of the above mentioned holidays fall on a Saturday or Sunday, an alternative day will be given in lieu, either before or after the particular holiday involved. When Christmas Day is observed on a Monday, Boxing Day will be observed on the succeeding Tuesday.

11.02 If a Full-time nurse is required by the Employer to work on any of the above holidays, such nurse will be paid time and one-half (1½) of the applicable straight time hourly rate for each hour so worked. In addition, lieu time off with pay will be granted at a mutually convenient time. It is understood that the maximum entitlement to payment when working on a holiday is two and one-half (2½) times the nurse's applicable rate.

A Regular Part-time nurse who is required to work on any of the above holidays (refer to 11.01 (a)) will be paid two and one-half (2½) times the applicable straight time hourly rate for each hour so worked.

A Casual Part-Time nurse who is required to work on any of the above holidays (refer to 11.01 (c)) will be paid two and one-half (2½) times the applicable straight time hourly rate for each hour so worked.

11.03 A nurse shall be entitled to holiday pay unless she was scheduled to work that day or if she has used her non cumulative sick days and is therefore entitled to STD.

ARTICLE 12 – VACATIONS

- 12.01 (a) For the purpose of calculating vacations and eligibility, the vacation year shall be from July 1st of any year to June 30th of the following year.
- (b) In scheduling vacation it is understood that vacations may be taken at any time of the year. In the event two (2) or more employees request the same vacation time periods and such cannot be granted due to the needs of the employer, seniority shall be the deciding factor.
- Vacation requests shall be submitted by February 1st for the vacation period of April 1st to September 30th. The approved vacation schedule shall be posted by February 15th.
- For the vacation period from October 1st to March 31st vacation requests shall be submitted by August 1st. The approved vacation schedule shall be posted by August 15th.
- Vacation requests submitted after the above February 1st and August 1st, as above, will be considered in order of the date submitted. However such requests will not take precedence over the approved vacation schedule. The supervisor will reply to these requests within a reasonable time period.
- (c) A nurse may request and may be granted part of her/his accumulated vacation prior to the end of the vacation year, i.e. June 30th.
- 12.02 (a) All Full-time nurses who have completed less than twelve (12) months continuous service as of June 30th in any year shall be granted vacation with pay equivalent to one point sixty-seven (1.67) days per month of employment. All Full-time nurses who have completed twelve (12) months continuous service within the vacation year shall be entitled to a vacation with pay of four (4) weeks. (A week consists of five (5) normal working days.)
- (b) All Full-time employees shall be entitled to five (5) weeks vacation, with pay after fifteen (15) full years.
- (c) All full time employees shall be entitled to six (6) weeks vacation, with pay after twenty (20) full years.
- (d) All full time employees shall be entitled to seven (7) weeks vacation, with pay after twenty-five full years.
- 12.03 (a) A regular part-time nurse will receive vacation with pay on a pro rata basis to the vacation entitlement above.
- (b) A casual part-time nurse will receive vacation pay of six percent (6%) on each pay. In addition, a casual part-time nurse will be granted an unpaid leave of absence equal to the amount of vacation time they would have earned had they been a RPT or FT nurse. Such requests will be submitted and considered as vacation in accordance with Article 12.01.

- 12.04 A Full-time nurse and a Regular Part-time nurse may carry over, up to two (2) weeks vacation from one vacation year to the next vacation year provided that such carry-over will not unduly interfere with the effective operation of the Health Unit.
- 12.05 (a) Where an employee has a serious illness prior to scheduled vacation, such vacation may be rescheduled.
- (b) Where an employee's scheduled vacation is interrupted due to an illness requiring the employee to be an in-patient in a hospital or admitted to the Home Care Program, the period of such hospitalization or admission shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 17.02.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.
- (f) Vacation leave not used under the above provisions must be rescheduled with the supervisor.

ARTICLE 13 - SHORT-TERM AND LONG-TERM DISABILITY BENEFIT PROGRAM

- 13.01 (a) All nurses who are permanently working at least twenty-eight (28) hours per week shall be enrolled in a Short-Term - Long-Term Disability Benefit Program. This Program shall be in accordance with the terms and conditions as set down between the Board of Health and the Assigned Underwriter. In the event of disputes arising from the application of this Program, the decision of the Insurer shall decide the issue.
- (b) Nurses eligible for short term disability under 13.01 (a) above are eligible immediately.
- Nurses shall become eligible for long term disability under 13.01 (a) above upon completion of one hundred and twenty (120) calendar days.
- (c) On January 1st of each year, each eligible Full-time nurse shall be given a bank of eight (8) non-cumulative sick days. After using Short-Term Disability of seventy-five percent (75%) of salary, based on the rate of pay of the nurse on the last day of active employment, for seventeen (17) weeks or one hundred and nineteen (119) days, the nurse may apply for long-term disability benefits. Nurses working twenty-eight (28) hours a week receive sick days on a pro rata basis.

- (d) Applications forms for LTD will be issued approximately one (1) month before the expiry of the seventeen (17) weeks of Short Term Disability.
- 13.02 (a) Nurses will have fifty percent (50%) of the sick days presently standing to their credit frozen as of the date of the commencement of the Plan. Such days will be vested for the nurses after five (5) years of Full-time continuous service. The pay out at the time of termination, retirement shall be at the rate of pay currently in effect.
- (b) Nurses who are on the Long-Term Disability benefits shall be paid the rate of pay on their last active day of employment
- (c) Nurses may use their credit days which are frozen to top up the days on S.T.D. benefits to one hundred percent (100%) up to the time the L.T.D. commences.
- 13.03 Regular part-time nurses who work less than twenty-eight (28) hours per week (0.8 Full-time) shall accumulate illness allowance on a pro rata basis of one and one-half (1½) days per month each year, provided the nurse has worked in the month. The unused portion as of January 1st of any year shall accumulate from year to year thereafter. At the option of the Employer, a medical certificate may be required for payment of an illness allowance. When a Regular Part-time nurse is ill she/he shall be entitled to her/his regular daily rate of pay from her/his accumulation (if any).

There is no payout for unused illness allowance.

ARTICLE 14 - CAR ALLOWANCE

- 14.01 For the purposes of calculating kilometres travelled, employees will calculate same from the office to which they are assigned. If it is closer and approved by the Supervisor, for an employee to travel from home to an assignment, then mileage will be calculated from home to the point of call. At the end of the day, travel will be calculated from the last call to the office, or the last call to your home, if shorter. Mileage payments shall be at a rate of forty-seven and one-half cents (\$0.47.5) per kilometre or as determined from time to time by Board of Health policy whichever is greater.

Effective May 1st, 2000, the Employer agrees to reimburse up to one hundred dollars (\$100.00) annually, the difference between the personal and business insurance premium of nurses upon presentation of evidence that the nurse is so covered.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement. The grievance shall be submitted in writing and be signed by the nurse directly involved. An earnest effort will be made on the part of both the parties to settle the dispute promptly in the following manner. Before proceeding with Step I of the grievance procedure, the nurse will discuss the possible grievance with the Supervisor.

Step I

The nurse alone, or the nurse and an Association representative if the nurse desires such assistance, shall, within seven (7) working days of the origin of the grievance, submit the grievance in writing to their supervisor, and the reply to the grievance shall be given in writing. If a satisfactory settlement is not reached within three (3) working days, or within any longer time that is mutually agreed upon, then Step II may be invoked provided that such latter action is commenced within a further three (3) working days after the completion of Step I.

Step II

Failing satisfactory settlement under Step I, the nurse and a member of the Grievance Committee, may then take up the grievance with the Chief Nursing Officer or appointee at a meeting arranged for that purpose within five (5) working days. If a satisfactory settlement is not reached within three (3) working days, or within any longer time that is mutually agreed upon, then Step III may be invoked provided that such latter action is commenced within a further three (3) working days after the completion of Step II.

Step III

Failing a satisfactory settlement of the dispute under Step II, the Grievance Committee may then take the grievance up with the Medical Officer of Health, or appointee at a meeting arranged for that purpose within five (5) working days. At this meeting an ONA Representative or Consultant may attend if requested by either party. If a satisfactory settlement at this stage of procedure is not reached within three (3) working days, or such additional time as may be mutually agreed upon, then the grievance may be referred to a Board of Arbitration as provided herein.

- 15.02 A policy grievance is a grievance which cannot otherwise be filed by an employee. Such grievances may be filed at Step II by the Association within five (5) working days of the incident giving rise to the grievance.

ARTICLE 16 - ARBITRATION PROCEDURE

- 16.01 In the event that Arbitration of a grievance which has been properly processed through the grievance procedure is desired by either party, then the other party shall be notified in writing not later than seven (7) days after the completion of Step III. Such notice shall contain the name of the appointee to a Board of Arbitration named by the party invoking Arbitration. It is understood that any question as to whether a matter is arbitrable may also become the subject for Arbitration. The recipient of the notice shall, within five (5) days, advise the other party of the name of its appointee to the Board of Arbitration. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two (2) appointees fail to agree upon a Chairperson within the time limit the Minister of Labour of the Province of Ontario, upon the request of either party, shall appoint an impartial Chairperson. The majority decision of the board of arbitration shall be final and binding upon the parties and upon any nurse affected by it.

- 16.02 The Board of Arbitration shall not have jurisdiction or authority to alter or modify any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 16.03 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will equally share the expenses of the Chairperson.
- 16.04 A claim by a nurse who has acquired seniority standing that she/he has been discharged without reasonable cause from the employ shall be treated as a grievance if a written statement of such grievance is lodged with the Medical Officer of Health within five (5) working days after the nurse ceases to be employed by the Employer. Such special grievance shall commence at Step II of the grievance procedure, and may be settled by confirming the Employer's action in dismissing the nurse, or by any other arrangement which is just and equitable in the opinion of the conferring parties or, if necessary, a Board of Arbitration.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 The Employer may grant a leave of absence without pay to a nurse upon written request being made to the appropriate Supervisor as far in advance as possible.
- The reply from the immediate Supervisor shall also be in writing. Such requests will not be unreasonably denied.
- 17.02 For purposes of bereavement leave, spouse will include common-law spouse or a partner of the same sex. A family member includes a family member of a common-law spouse or partner of the same sex.
- (a) Leave of absence without loss of pay will be granted to a nurse, up to a maximum of five (5) consecutive working days, from the date of death and in conjunction with the death, in case of a death of a spouse or child. A child is a child of the nurse or spouse.
- (b) In the case of a death of a parent, sister, brother, mother-in-law, father-in-law, grandparent or grandchild, such leave of absence shall be up to maximum of three (3) working days.
- (c) In the case of a death of a brother-in-law or sister-in-law of a nurse, a leave of one (1) day will be granted to a nurse to attend the funeral.
- 17.03 (a) Association Leave
- i) Bargaining Unit
- Delegates assigned by the Association may be granted a leave of absence, without pay, upon written request to the Employer. The maximum amount of time shall, in total, be no more than thirty (30) days in any one (1) year, and no more than four (4) nurses absent at any one time, provided that the granting of such leave will not interfere with the efficient operation of the Health Unit, and the supervisor is advised two (2) weeks in advance or as circumstances

allow. Where such leave is granted, it is understood that the Employer will keep whole the pay of any such nurse and will bill the Chartered Local for unearned salary and benefit contributions on a monthly basis.

ii) Local Coordinator

A nurse elected to the position of Local Coordinator shall be granted leave of absences up to thirty (30) days per year to attend to Union business, provided that the granting of such leave will not interfere with the efficient operation of the Health Unit, and the supervisor is advised two (2) weeks in advance or as circumstances allow. Where such leave is granted, it is understood that the Employer will keep whole the pay of any such nurse and will bill the Chartered Local for unearned salary and benefit contributions on a monthly basis.

(b) Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as may be required to fulfil the duties of the position, to a maximum of twenty four (24) days per year. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its services - shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 17.03 (a) above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

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

Upon application in writing by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive years. There shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of salary and applicable benefits. It is understood, however that during such leave the nurse shall be deemed to be any employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of her/his intention to return to work at least two (2) weeks prior to the date of such return.

17.04

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.

- (b) The nurse shall give written notification of at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to a Public Health nursing position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with hours worked towards the probationary period provided in Article 9.01.

The Employer will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Employer may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) Effective January 1st, 2001, on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy percent (70%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six [26] weeks).

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

17.05

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 17.04 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to a Public Health nursing position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with hours worked towards the probationary period provided in Article 9.01.

The Employer will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) Effective January 1st, 2001, on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy percent (70%) of the nurse's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by

using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six [26] weeks).

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

17.06 A Part-time nurse who is not scheduled to work and is required by the Employer to attend and does attend a staff education or inservice meeting shall be given scheduled working time off in lieu at some other time without loss of pay, or the nurse may arrange to reschedule their days of work such that the day of the staff education or inservice meeting shall be a scheduled work day.

17.07 Information concerning professional meetings, educational courses and/or workshops pertaining to any aspect of Public Health nursing shall be posted as soon as possible in advance. Educational leave of absence may be granted at the discretion of the Employer.

17.08 If a nurse is required to serve as a juror, or is required to attend as a subpoenaed witness in a proceeding in connection with a case arising from the nurse's duty as an employee of the Health Unit, the nurse shall not lose regular pay to which she/he would otherwise have been entitled because of such attendance, provided the nurse:

- (a) notifies the Employer immediately upon the nurse receiving notification of the order;
- (b) presents proof of attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt when available.

17.09 Professional Leave without pay will be granted to a nurse who is elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

17.10 Pre-Paid Leave Plan

Effective upon ratification, the Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period or three (3) years' salary over a four (4) year period, or two years salary over a two and one-half (2½) 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 or three (3) years of salary deferral, or six (6) months leave following two (2) years of salary deferral.

The plan is not to provide benefits to nurses on or after retirement.

- (b) The nurse must make written application to the Director at least three (3) months prior to the intended commencement date of the program (i.e., the salary deferral portion).
- (c) The number of nurses that may be absent at any one time shall be two (2) from each division. Any additional requests will be given consideration.
- (d) Written applications will be reviewed by the Director or designate and granted on the basis of seniority. Decisions will be made twice a year, February 15th and August 15th.
- (e) During the years of salary deferral, 20% or 25% as applicable, 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) Accrued interest, if any, shall be payable to the employee in the year that it is earned.
- (i) All benefits shall be kept whole during the 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. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Pension Plan will be in accordance with the Plan. Full-time nurses will not be eligible to participate in the disability income plan during the year of leave.
- (j) A nurse may withdraw from the plan only as a result of financial or other hardship, provided one (1) months notice is given to the Director. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (k) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (l) If the Employer intends to fill the temporary vacancy, then Article 9 shall apply. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing

from the plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.

- (m) The nurse will be reinstated to a public health nursing position unless the position has been discontinued in which case the nurse may exercise her seniority to bump a nurse with lesser seniority. The nurse must plan to return for a minimum of one (1) year.
- (n) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 17.09 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 to be held.

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

ARTICLE 18 - BENEFIT PLANS

- 18.01 The extent of Employer contributions towards the premiums to be paid by eligible and properly enrolled employees in the Benefit Plans shall be as set forth in Appendix "B" which is attached hereto and forms part of this Collective Agreement.
- 18.02 For the purposes of Health and Dental benefits, dependent coverage is available to the nurse, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.
- 18.03 Casual Part time Nurses shall receive ten percent (10%) in lieu of group benefits on all regular hours worked.

ARTICLE 19 – MISCELLANEOUS

- 19.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Association. The Employer will provide newly hired nurses with a copy at the time of hire. The cost of printing the Collective Agreement will be shared equally by the Employer and the Local Association.
- 19.02 Prior to effecting any changes in rules, regulations or policies which affect nurses covered by this Agreement, the Employer will notify and discuss the changes with the Association- Management Committee.

19.03 Association meetings may be held on the Employer's premises provided such meetings are approved by management and not held during working hours. Requests for such meetings shall not be unreasonably denied.

19.04 Storm Leave

- (a) Where weather conditions are such that an employee is unable to report to the office to which she is assigned, this absence may be charged to annual vacation credits, or compensatory time credits.
- (b) An employee who due to inclement weather or road closures, is unable to get to work, may work from another health unit office in Wellington, Dufferin or Guelph or work from their home if their supervisor agrees the nature of their work is such that is of value to the employer. In such cases, the employee is expected to notify their supervisor as soon as possible. Nurses will advise their supervisor of the number of hours worked. If the nurse working from home has not worked her full hours, she may charge the unpaid hours to her annual vacation credits or compensatory time credits. Further to this, it is agreed that in such cases, the employee will be considered as being at work.
- (c) If the office is closed by the Medical Officer of Health or his designate due to weather conditions preventing the employee from reporting to the Health Unit Office or causing the employee to leave the office early then the employee shall not suffer a loss of pay for time lost.
- (d) Lateness due to weather is not penalized, unless the amount of time is unreasonable.

19.05 Influenza Vaccination

The parties agree that influenza vaccination may be beneficial to both nurses and clients.

Specifically the Association accepts, subject to the following, that nurses who visit health care institutions or work with clients who are at risk for complications of influenza, will be required to be immunized annually against influenza.

If the full cost of such medication is not covered by some other source, the employer will pay the full or incremental cost of the vaccine and will offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information including risks and side effects regarding the vaccine.

The employer recognizes that nurses have the right to refuse any vaccination.

If a nurse cannot receive the vaccine because it is medically contraindicated then the parties will meet to discuss a reasonable accommodation to other duties within her program where feasible.

If a nurse refuses to take the vaccine then the parties will meet to resolve and find a potential reassignment of the nurse, which will result in no disruption within the

workplace and may result in an unpaid leave of absence for the duration of the Influenza Season.

If the nurse suffers a severe adverse reaction directly attributable to the vaccination and applies for WSIB, the employer will not oppose the claim.

The employer will offer influenza vaccinations on a voluntary basis to all nurses free of charge.

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

ARTICLE 20 - NURSE ASSAULT

- 20.01 (a) The Employer will, with the consent of the nurse, inform the Association within twenty-four (24) hours of any nurse who has reported to the Employer that she/he has been assaulted while performing her/his work. Such information shall be submitted in writing to the Bargaining Unit President.
- (b) The Employer will reimburse the nurse for reasonable damages to the nurse's personal property such as eyeglasses, clothing as a result of being assaulted while performing her/his duties. The nurse will reimburse the Employer if any of these costs are recovered from the Workplace Safety and Insurance Board.

ARTICLE 21 - ACCESS TO FILES

- 21.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse. A copy of the evaluation will be provided to the nurse at her/his request.
- 21.02 Each nurse shall have reasonable access to all her/his files for the purpose of reviewing their contents in the presence of her/his Supervisor. No document shall be used against a nurse where it has not been brought to his/her attention in a timely manner.
- 21.03 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse twelve (12) months following the receipt of such letter, suspension or other sanction.

ARTICLE 22 - DURATION OF AGREEMENT

- 22.01 This Collective Agreement shall come into force upon the date of its execution by the parties and shall remain in force until the 30th day of April, 2011 and shall be automatically renewed from year to year thereafter unless either party notifies the

other party in writing within the period of ninety (90) days prior to the expiry date of this Agreement of its desire to terminate or amend this Agreement.

22.02 Negotiations with respect to such notice shall commence within fifteen (15) days of such notice, or on such later date as may be mutually agreed upon.

22.03 The Employer will notify nurses who have left its employ prior to the date of settlement, at the last address recorded with the Employer, and will provide the Bargaining Unit President with copies of such notices. Former employees will have sixty (60) days from the date of notification to claim their retroactive salary.

SIGNING PAGE

Dated at Fergus, Ontario, this 29 day of January 2009.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

APPENDIX "A"
SALARY SCHEDULE

Registered Nurse

	Effective <u>Jan. 1/08</u>	Effective <u>Jan. 1/09</u>	Effective <u>Jan. 1/10</u>	Effective <u>Jan. 1/11</u>
Start	30.55	31.47	32.41	33.38
After 1 Year	31.26	32.20	33.16	34.16
After 2 Years	31.98	32.94	33.93	34.95
After 3 Years	32.70	33.68	34.69	35.73
After 4 Years	33.44	34.44	35.48	36.54
After 5 Years	34.16	35.18	36.24	37.33

Public Health Nurse

Start	34.35	35.38	36.44	37.54
After 1 Year	35.06	36.11	37.20	38.31
After 2 Years	35.78	36.85	37.96	39.10
After 3 Years	36.52	37.62	38.74	39.91
After 4 Years	37.27	38.39	39.54	40.73
After 5 Years	37.98	39.12	40.29	41.50

Nurse Practitioner

52.22	53.79	55.40	57.06
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The parties agree that where a non-union pay equity adjustment in the same percentage on the same day occurs there shall not be acclaim to a Pay Equity adjustment.

APPENDIX "B"**HEALTH BENEFIT PLAN CONTRIBUTIONS**

Benefits will be provided in accordance with the terms of the various contracts of service.

The Employer will contribute toward the premiums required of eligible and properly enrolled Full-Time nurses at work as follows. Regular Part time nurses are eligible for Health and Dental benefits on a cost-sharing basis.

Life Insurance principal sum to be in accordance with the Personnel Policy of the Employer.

- | | | | |
|----|---|---|--------------------------|
| 1. | O.M.E.R.S. Pension Plan | - | 100% matched by Employer |
| 2. | Life Insurance Plan | - | 100% by Employer |
| 3. | Extended Health Care,
including semi private | - | 100% by Employer |
| 4. | Dental | - | 100% by Employer |
| 5. | Short Term Disability | - | 100% by Employer |
| 6. | Long term Disability | - | 100% by Employer |

APPENDIX "C"

HEALTH BENEFIT PLAN

Dental Plan ODA rates at one year lag commencing no later than January 2009.

50% Orthodontic for children 19 years of age and under with a
\$1500.00 maximum lifetime benefit per child.

Major Restorative – 50% with \$1500.00 maximum/year

Vision - Eye Examinations - \$75.00 every two (2) years

Alternative Therapies - Massage - \$500.00 maximum per year

Osteopath, podiatrist, chiropractor, naturopath, chiropodist
-\$500.00 per year per practitioner

Physiotherapy - \$500.00 per year maximum

Long Term Disability – Long term Disability benefits at 75% to a maximum of \$7500.00 per month effective October 1, 2008.

Enhancements to the benefits as determined from time to time by the agency shall be applied to the ONA Bargaining Unit.

LETTER OF UNDERSTANDING

Between

WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Re: Pre-Natal Teachers

The Association acknowledges that at the present time nurses working exclusively as Pre-Natal Teachers are not included in the Bargaining Unit.

The Association hereby confirms its commitment to accept this status for the term of this collective agreement.

Dated at Fergus, Ontario, this 24th day of March, 1999.
Renewed this *29* day of *January*, 2009.

F FOR THE EMPLOYER







FOR THE UNION



Labour Relations Officer







LETTER OF UNDERSTANDING

Between

WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Re: New Graduate Initiatives

With respect to the New Graduate Initiative, the parties agree to the following:

- 1) As per the New Graduate Initiative, the Health Unit will provide full time hours to supernumerary nurses, up to a maximum funding available as per the Ministry guidelines.
- 2) New graduates that were offered a supernumerary position prior to the signing of this agreement shall be governed by the terms of this agreement.
- 3) Such positions will not be subject to internal postings or request for transfer processes outlined in the collective agreement.
- 4) Such nurses will be casual working full time hours and covered by the collective agreement.
- 5) Such nurses will be informal mentorship arrangements.
- 6) Such nurses can apply for and transfer to posted positions after the probationary period is completed.
- 7) Where nurses successfully post into positions (subject to 6 above) and the Ministry funding has not been fully utilized, the parties agree to meet to discuss potential opportunities for the utilization of said unused funds.
- 8) If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointments, she/he will be classified as casual part time. The parties further agree to discuss the supernumerary position at the prescheduled Labour Management meetings.

Re: New Graduate Initiatives
Page two

9) In the event of a layoff, supernumerary nurses shall be first laid off.

This agreement is made without prejudice and precedent to either party.

Dated at Fergus, Ontario, this *29* day of *January*, 2009.

FOR THE EMPLOYER







FOR THE UNION



Labour Relations Officer






