

COLLECTIVE AGREEMENT

B E T W E E N:

WINDSOR-ESSEX COUNTY HEALTH UNIT
(Hereinafter referred to as "the Employer")

A N D:

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

EXPIRY: MARCH 31, 2010

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ARTICLE 1 – PURPOSE AND RECOGNITION

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Union. It provides 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 cooperatively with the Employer to provide the best possible community health services.
- 1.02 The Employer recognizes the Union as the exclusive bargaining agent for all Registered Nurses employed by the Employer save and except Managers and persons above this classification.
- 1.03 No work customarily performed by any of the classifications, as set out in this Agreement, shall be performed by another Employee of the Health Unit or contracted out if such contracting out causes Employees in the bargaining unit to work fewer than their normal number of hours, to be laid off, or if such contracting out results in the termination of bargaining unit staff. In the event that an Employee leaves the employ of the Employer and the Employer is not able to hire a replacement Nurse, then that work may be contracted out until a suitable Nurse can be hired. The Employer will not unduly delay the search for a satisfactory replacement.

ARTICLE 2 – REPRESENTATION AND ASSOCIATION SECURITY

- 2.01 The Employer will recognize the following Committees. Members of the bargaining unit shall elect the ONA members. The ONA members elected shall be members who have completed their probationary term.
- The Committees are:
- (a) Negotiating Committee;
 - (b) Grievance Committee;
 - (c) Nurse-Management Committee;
 - (d) Policy and Procedure Committee;
 - (e) Joint Occupational Health and Safety Committee;
 - (f) Audit Committee;
 - (g) Professional Development Committee;
- 2.02 It is acknowledged that the final decision on policy matters rests with the Board of Health, as advised by the Medical Officer of Health.
- 2.03 The Employer and the Union agree that a Staff Representative of the Ontario Nurses' Association and/or Health Unit legal counsel may attend meetings of any of the Committees named in Article 2.01 above.
- 2.04 Committee Members shall not leave their regular duties to act in connection with those Committees designated in Article 2.01 without first obtaining prior permission from their immediate Manager or Designate. Committee members shall obtain such permission by speaking directly to either the immediate Manager or Designate, or, where the Committee Member knows of the meeting at least two (2) days prior to the meeting, by noting the meetings as entered on the weekly activity schedule. If permission to attend is denied, the Manager will provide this in writing to the Nurse.

In situations that arise on the same day as the Committee Member is required to attend a committee meeting, the Member shall notify the immediate Manager or Designate of the meeting.

2.05 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 this Agreement, and while attending meetings with the Employer, provided that no payment shall be made for meetings held outside normal working hours.

2.06 Both the Employer and the Union are committed to providing a workplace free of discrimination and harassment and will not engage in discrimination or harassment because of prohibited grounds. "Prohibited grounds" shall be interpreted in accordance with and subject to the provisions of the Ontario Human Rights Code (ie. race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, record of offences for which a pardon has been granted or disability).

2.07 The Employer will deduct from the pay due to each Nurse who is covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time Nurse may be extended where the Nurse does not receive any pay in a particular month. The remittance list shall include the Nurse's social insurance number.

Where a Nurse has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll provided the Nurse has earnings in the next payroll period.

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its' attention by the Union, the Employer shall make the deduction in the manner agreed to by the parties.

The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, at 85 Grenville Street, Suite #400, Toronto, Ontario, M5S 3A2, no later than the end of the month following the month in which the dues were deducted.

2.08 (a) All new Nurses will be personally introduced to a member of the Union Executive during the first week of work.

(b) During the orientation period, a member of the Executive shall be allowed a reasonable period of time, within regular working hours, to interview such Nurses and to discuss the benefits and duties of Union membership and responsibilities to the Union and to the Employer.

2.09 PROFESSIONAL RESPONSIBILITY

(a) There shall be a Professional Advisory Committee (P.A.C.) which shall be convened and comprise of six (6) persons as follows:

i) A Divisional Director who shall be a Registered Nurse with the College of Nurses of Ontario assigned by the Medical Officer of Health or Delegate.

ii) Two (2) Managers chosen by the Medical Officer of Health or his Delegate.

- iii) The Bargaining Unit President of O.N.A. Local Association.
 - iv) Two (2) Nurses elected by the membership of the bargaining unit from their members and who shall not be members of the Union Executive or the Grievance Committee.
- (b) The Chairperson shall rotate amongst the Committee Members.
 - (c) The P.A.C. shall immediately compile and make available to all Nurses, the Regulated Health Professions Act, Professional Standards for RNs and RPNs, and Guidelines for Professional Behaviour, which shall be the basis of the function of the P.A.C.
 - (d) A Nurse(s) who complains of a breach of professional or ethical standards of practice affecting her work may present the specific violation and the standards alleged to be breached in writing to the immediate Manager(s) who shall meet the Nurse and furnish an opinion in writing.
 - (e) If the Nurse feels that the complaint has not been resolved, the Nurse and the Manager shall each present the complaint and response in writing to the P.A.C. which shall hear the Nurse and the Manager.
 - (f) If the majority of the members of the P.A.C. agree on a written resolution of the complaint(s), the Chairperson shall forward the resolution of the Committee in writing to the complainant(s) and the immediate Manager(s).
 - (g) If three (3) or more members of the P.A.C. do not agree on a resolution of the complaint, the Divisional Director shall forward with a covering form letter in form settled by the P.A.C. to the Assessment Person and within ten (10) working days of the acceptance of an appointment by an Assessment Person:
 - i) The written complaint of the Nurse(s);
 - ii) The Manager(s) response;
 - iii) Any statement of the issue(s) and proposed solutions, delivered to the Divisional Director from any member of the P.A.C. within seven (7) working days.
 - (h) All members of the P.A.C. shall receive a copy of the form letter and all enclosures, as forwarded.
 - (i) The selection of the Assessment Person shall be from the list of eligible persons attached as Schedule B. The person to be asked to act shall be the first person on the list who has not previously acted as an Assessment Person under this Agreement. If the person declines to act, the next succeeding person shall be asked until an Assessment Person is selected. The expenses of the Assessment Person shall be shared equally between the Windsor-Essex County Health Unit and the Ontario Nurses' Association.
 - (j) The Assessment Person, upon accepting the appointment shall meet with the P.A.C., the Nurse(s) and/or her Designate and the Manager and/or her Designate within fourteen (14) calendar days to hear the complaint.

- (k) The Assessment Person shall report her/his decision in writing to the P.A.C., and the Nurse(s) and the Manager within thirty (30) calendar days of the meeting.
- (l) The majority decision of the P.A.C. or the decision of the Assessment Person shall bind the parties and shall be implemented on receipt of the decision.

2.10 The Employer will take reasonable measures to provide a working environment free from sexual harassment.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes the right of the Employer to hire, layoff, promote, demote or transfer any Employee and to discipline, suspend, or discharge any Employee for just cause. The Union further recognizes such other rights as the Employer might have conferred upon it by any Statute from time to time. The exercise of such rights by the Employer shall be subject to the right of the Employee, or Union, to lodge a grievance in the manner and to the extent provided herein.

3.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its responsibilities. In addition, the location of its places of employment, the methods, processes and means of performing the various works are the right and responsibility of the Employer. The Employer also has the right, and the Union recognizes it, to make and alter, from time to time, reasonable rules and regulations to be observed by the Employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

3.03 No Employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

ARTICLE 4 – DEFINITIONS AND HOURS OF WORK

4.01 Full-time Nurse – is a Nurse who works thirty-five (35) hours per week.

4.02 Regular Part-time Nurse – is a Nurse who works a mutually agreed pre-determined work schedule of less than five (5) days per week and/or less than the normal daily hours and/or less than twelve (12) calendar months per year.

4.03 (a) Contract Nurse – is a Nurse who is employed to replace on a temporary basis, a Nurse who is off duty by reason of illness or leave of absence or is a Nurse who is employed for a medical emergency duty to augment existing staff. A Contract Nurse employed for a medical emergency duty may not be employed longer than three months for such duty unless otherwise agreed by the Employer and the Union.

(b) A Contract Nurse hired as a temporary replacement, for a period not to exceed twenty-four (24) consecutive months, shall be advised in writing at the time of hiring of her/his temporary status and of her/his period of employment. Notwithstanding any other term or provision of this Agreement, her/his employment shall automatically terminate at the end of the specified

period. If, however, the Employer decides to offer her/him employment as a regular full-time Nurse her/his seniority will date from date of last hire

- (c) A Contract Nurse will not be entitled to the coverage of Article 7 until she/he has been employed for thirty (30) working days.
- (d) Temporary employment of a Contract Nurse may be extended on a temporary basis for a specified period by mutual agreement of the parties to this Agreement.
- (e) Contract employees hired after the date of ratification will be entitled to receive the Health and Welfare Benefits prescribed in Articles 14.03 to 14.07 of the collective agreement during the periods they are actively working as contract employees.

To be eligible for the foregoing benefits, a contract employee must exceed sixty (60) working days in each instance where the period between contract assignments exceeds two (2) months.

- (f) A Contract Nurse who has accumulated two hundred (200) days worked as a Contract Nurse at the Health Unit within two (2) consecutive years of the proposed hiring may be offered employment as a full-time or regular part-time Nurse when an additional full-time or regular part-time Nurse is to be hired.

4.04

- (a) The normal hours of operation for the Health Unit are 8:30 a.m. to 4:30 p.m., Monday to Friday. However, it is recognized that the nature of community health nursing often requires flexible work hours.
- (b) The normal work week will be thirty-five (35) hours per week (exclusive of meal times), but inclusive of two (2) fifteen (15) minute rest periods per day, or shall average seventy (70) hours over a biweekly pay period.
- (c) A Nurse may, at her own discretion, adjust her work time within a seventy (70) hour pay period, ensuring with her immediate Manager or Designate that there is adequate coverage in her area of work during her time off duty within normal working hours.
- (d) Nurses will maintain a planned and current activity schedule for the pay period that will be kept on their desk.
- (e) All work in excess of seventy (70) hours in a pay period (two weeks) will be compensated in pay or time off at the rate of time and one-half, at the Nurse's discretion. Compensatory time off is to be taken within two (2) pay periods subsequent to the pay period in which it is earned, in consultation with the Employee's Supervisor. It is understood that overtime worked shall be approved, either prior or post, by the Manager, the Divisional Director, or the Medical Officer of Health.
- (f) All weekend work required by the Employer will be compensated at the rate of time and one half on Saturdays and double time on Sunday.
- (g) The scheduling of weekend work will be done on a self-scheduling basis subject to approval by the manager as outlined below:

- i) In November of each year, the Employer will post a blank schedule indicating the weekends to be covered per quarter, for the 12-month period commencing in January.
 - ii) Nurses will schedule themselves for the required number of weekends starting with the most senior Nurse on the seniority list.
 - iii) Where a Nurse takes sick leave on a weekend she has scheduled herself to work, she is required to notify the appropriate supervisory person by 0830 hours.
 - iv) All Nurses will be permitted to exchange scheduled weekends with another Nurse provided the request is made in writing and signed by both Nurses involved. Any changes must be approved by management. Such approval shall not be unreasonably denied.
 - v) A Nurse scheduled to work a holiday weekend will make reasonable effort to cover the corresponding holiday(s). It is understood and agreed that two Nurses may agree to split a holiday long weekend. This agreement is to be in writing and signed by both Nurses involved. Any changes must be approved by management. Such approval shall not be unreasonably denied.
- (h) Weekend work that arises after 4.04 (g) has been complied with shall be shared equitably amongst the Nurses in a program on a rotating basis who are qualified to perform the work in question.

ARTICLE 5 – SENIORITY

5.01 Previous Public Health nursing experience will be recognized by the Employer and Nurses will be given full credit for years of service and placed on the salary grid based on years of experience to the grid maximum.

Previous nursing experience (uninterrupted) which includes education leave, other than an official Public Health Agency, will be credited on the basis of one year for each two years of service and the Nurse will be placed on the salary grid accordingly to the maximum of the 6th level on the grid.

Note: Interrupted shall be defined to be when a period of more than two (2) years has lapsed since the nurse occupied a full time or part time nursing position.

5.02 Contract Nurses who are offered full-time or regular part-time employment pursuant to Article 4.03(b) of this Agreement shall be credited with seniority equal to their accumulated days worked and will be deemed to have completed their probationary period, provided the accumulated days worked exceed the probationary period. Where the Contract Nurse has worked less than the probationary period, such time worked will be credited toward the Employee completing the probationary period, in accordance with Article 5.10 of the Collective Agreement.

5.03 A Nurse who transfers to a position with the Health Unit outside the bargaining unit shall only be entitled to return without loss of seniority if he or she is not confirmed in the new position within twelve (12) months, and if he or she does not displace a non-probationary member of the bargaining unit.

5.04 Seniority shall commence and accumulate for the purposes of this Agreement from the date on which the Nurse commenced employment as a full-time or regular part-time Nurse within the bargaining unit.

It is understood that adjustments will be in compliance with 5.02.

5.05 A seniority list shall be compiled to the first of January and July in each year, listing by name, date when seniority commenced, length of seniority having regard to adjustments for leave of absence, part-time employment, increment advancement date, classification and other matters set out in this Agreement. A copy of such seniority list shall be sent to the Bargaining Unit President, the Union, and posted after preparation.

5.06 Seniority is based upon 1820 hours of work and the length of continuous employment with the Employer since the last date of hire but adjusted to recognize any periods of leave of absence in which seniority was maintained but did not accumulate, and prorating for part-time employment.

5.07 Seniority shall be retained and accumulated when a Nurse is absent from work under the following circumstances:

- approved leave of absence with or without pay not to exceed twenty-five (25) working days in any calendar year, unless absent while attending to Union business;
- approved leave of absence for education purposes related to the public health nursing field;
- when in receipt of WSIB Benefits;
- when serving as the Provincial President of ONA;
- for medical reasons for a period of up to one (1) year provided the conditions of Article 9.06 are met;
- leaves of absence to attend to College of Nurses of Ontario business and leaves of absence for Registered Nurses Association of Ontario business.

5.08 Seniority shall be retained but not accumulated when a Nurse is absent from work under the following circumstances:

- approved leave of absence not specified in 5.07 above;
- when a Nurse is laid off due to reduction in nursing staff, seniority shall be retained for a period of twenty-four (24) months.

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

5.09 Seniority shall be lost and a Nurse shall be deprived of any further rights under this Agreement under the following circumstances:

- voluntary resignation of employment;

- discharge for just cause and not reinstated;
- laid off for a continuous period of twenty-four (24) months calculated from date of layoff;
- a Nurse who is absent from work for two consecutive working days without permission and without reporting to the Manager a proper cause for absence (unless prevented from reporting by physical inability to report or to cause others to report) shall be presumed to have voluntarily quit;
- after absence for medical reasons without pay or sick leave benefits for more than twenty-four (24) months as provided in 5.08.

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

PROBATION

- 5.10 A probationary Nurse shall be subject to a probationary period of ninety (90) days worked from the date of hiring for full-time Employees (or nine {9} calendar months of active employment in the case of a part-time Employee).

Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional forty (40) days worked and, where requested, the Employer will advise the Nurse and the Union of the basis of such extension with recommendations for the Nurse's professional development.

The Employer does not have the right to terminate a probationary Nurse because the Nurse has exercised his/her rights under the Collective Agreement or the Ontario Labour Relations Act, and for reasons that are arbitrary, in bad faith or contrary to the provisions of any provincial statute. The Employer will advise the Employee, and the Union, in writing, of the Nurse's status with respect to his/her performance within completion of sixty (60) days worked.

- 5.11 On completion of the probationary period the Nurse's name shall be placed on the seniority list and the seniority shall date from the date of commencement of employment as a full-time or regular part-time Nurse.

TRANSFER/JOB POSTING

- 5.12 In cases where performance, ability and qualifications are approximately equal, seniority shall be the deciding factor with regard to filling of a vacancy. A vacancy shall include transfer, job postings or positions which occur as a result of a program reorganization.

- 5.13 Prior to filling any vacancy covered by this Agreement, the Divisional Director shall ensure that a posting of the vacancy is sent electronically to the ONA mail group, and that hard copies are posted on the bulletin boards in the Windsor and satellite offices for a minimum of six (6) working days in order that all staff will know that the position is open and be able to make written application to the Human Resources Officer. Such posting will indicate the primary office location (i.e., Windsor or specific satellite office). This does not preclude the transfer by mutual agreement,

based on seniority, of a Nurse from a program to another office in the same program without an additional posting. In the event there is no agreement, the Employer has the right to transfer the junior Employee.

The successful applicant shall be notified within ten (10) days of the final interview. If a position has been posted and is not filled internally or externally for 90 days for whatever reason, it must be reposted again internally prior to filling the vacancy.

- (a) All applicants may attend an information meeting with the appropriate Divisional Director or his/her Designate to clarify the duties of the position and any other factors related to the job not fully detailed in the job posting.
- (b) The successful applicant will attend an information meeting with the Manager and the Human Resources Officer to clarify the duties of the position and any other factors related to the job not fully detailed in the job posting.

Nurses hired under Article 4.03(b) may make application for posted vacancies and will be considered for the vacancy after "seniority" Employees but prior to the Windsor-Essex County Health Unit interviewing candidates from the outside.

5.14 Notwithstanding the above, where a reorganization of any or all current programs takes place, the following communication will occur:

- (a) a letter indicating the reasons for the reorganization and; the services the Health Unit will undertake after the reorganization and; the number and names of the Nurses affected by the reorganization;
- (b) the Union will be provided with copies of any new job descriptions for the program positions;
- (c) new positions will be posted for six (6) working days on the bulletin boards in the Windsor and satellite offices. The successful applicant will be notified within ten (10) days of the final interview.

5.15 A Nurse who is appointed to another position involving a different type of work shall be subject to a confirmation period of thirty (30) days actually worked by the Nurse, at the end of which time the Employer shall either confirm the Nurse in the new position or shall return her to her former position without loss of seniority. The Employer, at its discretion, may reduce the confirmation period. Such Nurse shall be entitled to return to her former position at any time during such thirty (30) day period and without loss of seniority. If the Nurse returns to her former position, the applicant with the next highest seniority will be offered the position if performance, ability and qualifications are approximately equal with the other applicants. If there are no other candidates, the external recruitment process will be initiated.

The Nurse filling the former vacancy will not be confirmed in such position until the former Nurse in that position has relinquished her right to return to the said position either by so advising or by the passing of the thirty (30) working days, whichever happens first.

A Nurse selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from the date of her/his moving into the position.

Contract Nurses will only be allowed to post into another contract vacancy during the last thirty (30) working days of their contract. A full time Nurse who posts into a contract position must stay in the position for the length of the posted vacancy subject to her/his right to return to her/his former position within the confirmation period.

- 5.16 A Nurse shall not be transferred permanently from the Windsor office to a satellite office, or vice versa, except by mutual consent. However, this shall not interfere with the Board's right to open or close satellite offices, in such case, to make permanent transfers. In the event there are no applicants for such position, or there is not a successful applicant to the posting, the Employer has the right to transfer the junior Employee.
- 5.17 Prior to the Employer hiring a Contract Nurse as defined in Article 4, the Employer will first post the position in accordance with Article 5.13 of the Collective Agreement. The successful applicant will be advised of the termination date of the position and will be afforded all rights under the Collective Agreement. Upon mutual agreement, the position may be extended for a specified period. At the completion of the term of replacement, the Nurse will be reinstated to her/his former position. The Employer shall only be required to post one (1) additional vacancy after the initial posting for the original temporary vacancy.

LAYOFF

- 5.18 Where the Employer reduces staff, probationary Nurses shall be laid off first and then Nurses shall be laid off in inverse order of seniority at the time of the layoff, provided the remaining Nurses have the qualifications to perform the available work.
- Nurses choosing to exercise seniority in order to displace a less senior Nurse shall within five (5) working days of receiving notice of layoff, notify Human Resources in writing of their intent to displace and where.
- Nurses shall be recalled in reverse order of layoff, provided the Nurse has the qualifications to perform the available work.
- 5.19 Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.
- 5.20 In the event of a proposed layoff of a permanent or long term nature, the Employer will:
- (a) provide the Bargaining Unit President and the Labour Relations Officer with no less than sixty (60) days' notice of such layoff; and
 - (b) meet with the Local Union through the Nurse-Management Committee to review the following:
 - i) the reasons causing the layoff;
 - ii) the method of implementation, including the areas of cutback and the Nurses affected.

RECALL

- 5.21 When recalling a Nurse after layoff, the Nurse shall be notified by registered mail or telegram and allowed ten (10) working days to report for work. In the meantime, if a Nurse is recalled and is not immediately available for work, the Employer may, at its option, recall junior Nurses in order of seniority until the senior Nurse reports for work within the ten (10) working day period as outlined.
- 5.22 A Nurse to whom a registered letter or telegram is sent in accordance with Article 5.20 must contact the Employer within seven working days of the receipt of the notice of return to work if the Nurse wishes the Employer to hold the job open.
- 5.23 It shall be the Nurse's responsibility to keep the Employer notified as to any change of her address or telephone number so that they will be up to date at all times.

ARTICLE 6 – SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 6.01 Salaries and professional classifications are set forth in Schedule A and remain in effect for the duration of this Agreement.
- 6.02 When the job duties of a position covered by this Agreement are proposed to be changed, the changes will be discussed with the Nurse-Management Committee prior to effecting the change. 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, provided the new duties have been carried out in the interim period.

ARTICLE 7 – HOLIDAYS

- 7.01 (a) The following shall be recognized as holidays to be paid at regular salaries to Nurses in receipt of wages or sick leave credits:
- | | |
|------------------------------------|--------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day (July 1 st) | Boxing Day |
| Civic Holiday | 1 Floating Holiday |
| Family Day | Christmas Eve Day* |
| New Year's Eve Day* | |

*Nurses shall be entitled to a day off with pay on the last regular working day preceding both Christmas Day and New Year's Day.

Note: Requests for the floating holiday for the calendar year must be submitted electronically through the ESS and shall be subject to the approval of the Divisional Director, so far as may be required to ensure the efficient operation of the Department, and subject to that, shall be allotted upon request according to seniority as to requests received in writing to the 1st day of November in each year and for that year, and after November 1st on the basis of the time the request is received. Requests for the float

holiday must be received by November 1st of each year. Requests will be approved by November 15th of each year.

After November 15th in each year, requests for the float holiday must be received at least four (4) weeks prior to the requested holiday. Requests made with less than four (4) weeks' notice will not be unreasonably denied. Requests will be approved within fourteen (14) days of receipt.

- (b) If a holiday listed above is proclaimed on the day other than the calendar day, the proclaimed day will be recognized as the holiday. Any other day proclaimed as a holiday by Federal, Provincial or City of Windsor Municipal government shall be recognized as an additional holiday.
- (c) If a holiday set out in 7.01(a) shall fall on a Saturday or Sunday, the holiday shall be granted on the previous Friday or the following Monday, at the discretion of the Medical Officer of Health.
- (d) An Employee shall not be paid, or receive time off in lieu thereof, for any of the holidays set out in 7.01(a) if he or she is absent without pay on either her or his scheduled working day immediately preceding or immediately succeeding any such holiday. The term absent without pay in the foregoing sentence shall not include absence with leave for a period of less than five (5) consecutive days.

7.02 Full-time Nurses shall be entitled to be paid at their regular salary rate for the above-mentioned holidays.

7.03 (a) Regular part-time Nurses shall be entitled to the above holidays when such holidays fall during their regular work week and shall be entitled to holiday pay on a prorata basis for a holiday which occurs during a week when such Nurse works the pre-determined work schedule as a regular part-time Nurse.

(b) A Contract Nurse who qualifies under the Employment Standards Act for paid holidays shall qualify for the holidays contained in the Collective Agreement.

7.04 In the event that a Nurse is scheduled and works on any Holiday, or is in attendance at an educational conference or professional meeting, at the request of the Board, or as approved in accordance with Article 13.01(j) on a paid Holiday, the Nurse shall receive time and one-half her regular rate of pay and in addition will be given a day off in lieu.

7.05 Notwithstanding anything else in this Agreement, it is understood and agreed that, unless the first 30 calendar days of the probationary period have been completed, the Nurse shall not be entitled to be paid for any statutory holiday provided under this Article 7.

ARTICLE 8 – VACATIONS

8.01 (a) Each Nurse shall be entitled to receive an annual vacation with pay in accordance with the Employee's years of employment as follows; and shall be taken during the period January 1st to December 31st in each year. Up to ten (10) vacation days may be carried over into the next year.

Less than one year:	1.6 days for each calendar month
In the calendar year of the 1 st anniversary and each year thereafter.	20 working days
In the calendar year of the 13 th anniversary and each year thereafter.	25 working days
In the calendar year of the 22 nd anniversary and each year thereafter.	30 workings days
In the calendar year of the 30 th anniversary and each year thereafter.	35 working days

- (b) Requests for vacation periods for the next calendar year must be submitted electronically through ESS and shall be subject to the approval of the Divisional Director, so far as may be required to ensure the efficient operation of the Department, and subject to that, shall be allotted upon request according to seniority as to requests received the 1st day of November in each year, and after November 1st on the basis of the time the request is received. Requests for all vacations must be received by November 1st of each year. Requests will be approved by November 15th of each year. If a requested vacation is denied such denial will be put in writing to the Nurse by no later than November 15th of each year.

After November 15th in each year, other requests for vacations must be received at least four (4) weeks prior to the requested vacation period. Requests made with less than four (4) weeks notice will not be unreasonably denied. Requests will be approved within fourteen (14) days of receipt. If a requested vacation is denied such denial will be put in writing to the Nurse within fourteen (14) days of receipt.

- 8.02 Regular part-time Nurses shall be entitled to similar vacation on a prorata basis.
- 8.03 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.
- 8.04 The length of vacation shall be prorated in cases where a Nurse is not in receipt of wages or sick leave credits during the full year, or has received WSIB Benefits in excess of twelve (12) months.
- 8.05 In the case of a Nurse who is probationary at the 31st of December and subsequently completes probation and becomes a full-time Nurse, the vacation entitlement for the period to December 31st shall be taken within ninety (90) days of becoming a non-probationary full-time Nurse.
- 8.06 Nurses will earn vacation during probationary period but may not take vacation during the probationary period. A Nurse whose employment is not continued after the probationary period shall earn vacation at the statutory rates provided by law and not the rate provided in this Agreement.

- 8.07 A Contract Nurse earns vacation payment at the statutory rate in accordance with the provisions of the Employment Standards Act.
- 8.08 Where a Nurse's scheduled vacation is cancelled due to the illness of a Nurse (documented by a qualified physician) which commences prior to the end of the Nurse's last scheduled shift before the vacation, and continues to the scheduled vacation period, the period of such illness shall be considered sick leave. Where a Nurse's scheduled vacation is interrupted due to serious injury or illness, that period of incapacitation shall also be considered sick leave.
- The Nurse shall be entitled to reschedule her vacation at a later time, subject to the discretion and approval of the Employer.
- 8.09 Vacation and Holiday coverage can vary from 33 1/3% to 50% depending on the program requirements.
- 8.10 Where a Nurses' scheduled vacation is interrupted due to bereavement, the Nurse shall be entitled to compassionate leave in accordance with Article 12.01 and that period of bereavement shall be considered compassionate leave.
- The Nurse shall be entitled to reschedule her vacation at a later time, subject to the discretion of the Employer.

ARTICLE 9 – SICK LEAVE

- 9.01 Full-time Nurses will accumulate sick leave credit on the basis of one and a half working days for each full month of regular attendance from date of employment.
- 9.02 Regular part-time Nurses will accumulate sick leave credit on a prorata basis of one and a half days for each month of service from date of employment.
- 9.03 Sick leave means absence from regular attendance by reason of sickness or other physical incapacity. In the event of illness of a school child or preschool child of the Nurse, requiring her presence, the Nurse shall be entitled to use her sick leave credit or take leave of absence without pay.
- School age children shall be defined as all children within the grades of kindergarten to grade 8. However, this will also extend to children through Grade 12 and spouse, parent or parent in-law when the individual is hospitalized or receiving medical treatment. Usage under the above provision will be capped at six (6) days.
- 9.04 A full-time Nurse on sick leave shall receive pay at regular rate until sick leave credits are exhausted. A regular part-time Nurse on sick leave shall receive prorated pay based on her usual work period until sick leave credits are exhausted.
- 9.05 Sick leave credits will accrue while a Nurse is on sick leave and until sick leave credits are exhausted.
- 9.06 At least five (5) days before sick leave credits are exhausted a Nurse who is not able to return to regular employment because of continuing illness or other physical disability, may apply in writing to the Medical Officer of Health for a leave of absence without pay for a specified period. Such application shall be accompanied by an appropriate medical certificate. A Nurse who has not returned to regular employment nor applied for leave of absence as herein set out shall, when sick

leave credits are exhausted, be deemed to have voluntarily quit employment and shall be entitled to no further employment or employment benefits except termination benefits, if any.

- 9.07 Sick leave credits will not accrue in any month where a Nurse has been absent without leave or has been absent with leave, but without pay, for more than six working days or, in the case of a new Employee, a hiring after the 6th working day of the calendar month.
- 9.08 When leaving the employ of the Employer for any reason the Nurse shall be entitled to be paid in cash one half (½) of the accumulated sick leave credit at current salary rate up to a maximum of six months' salary, after two (2) years' service (leave of absence without pay excepted) from date of commencement of probationary employment. In the alternative, the said half of the said accumulated sick leave may be paid to another agency employing the said Nurse and which has agreed to receive the said monies on account of an accumulated illness allowance.
- 9.09 A Nurse shall be granted up to four (4) weeks leave with pay for the palliative care of a member of the Nurse's family upon receipt of a note from the family member's attending physician. Palliative is defined as "end of life". Family is defined as mother, father, spouse (including common-law spouse) child, or stepchild, grandparent, mother-in-law, father-in-law, sister, brother, and grandchild.
- The payment for such leave will be drawn from the Nurse's accumulated sick leave bank. In the event that the Nurse does not have the requisite hours available in her sick leave bank, she will have the option of having the difference between the time available in her sick bank and the time requested off for the palliative leave as time off without pay. A Nurse shall notify the Employer in writing as far in advance as possible of the commencement date of such leave.
- 9.10 An Employee shall report his or her illness to the Manager or Designate during the first day on which such Employee is absent from work and within one-half (½) hour of the time at which the Employee would normally commence duties. Each subsequent continuous day of absence shall be reported to the Manager or Designate by the time at which the Employee would normally commence duties, unless otherwise reported to the Manager or Designate.

ARTICLE 10 – AUTO RATE REIMBURSEMENT

- 10.01 Every Employee who is required by the Employer to provide their own automobile while engaged on Health Unit business shall be paid per kilometre the most current rate as prescribed by the Canada Revenue Agency.

Effective on ratification, the tax exempt mileage benefit is \$0.52 for the first 5,000 km and \$0.45 thereafter. These rates will be adjusted accordingly when required by Canada Revenue Agency in January of each year.

A copy of the automobile rates per kilometre, as prescribed in the most current Automobile Deduction Limits and Expense Benefits Rates for Business of the Income Tax Regulations, will be provided to the Bargaining Unit President in January of each year and copied to the Labour Relations Officer.

10.02 Each Nurse who is required by the Employer to operate an automobile in the course of her employment shall insure her automobile in the amount of at least \$2,000,000.00 public liability while it is in use on Health Unit business and the Nurse shall file proof of such insurance with the Employer by a certificate of an insurance company and shall advise the Employer of any change of insurance coverage, cancellation or change of company forthwith after the same occurs.

Further, Employees will provide annual proof of possessing a valid Province of Ontario driver's licence.

On or about April 30th of each year in order to coincide with each pay period in which it falls and upon proof of insurance and possession of a valid Province of Ontario driver's licence, the Employer will pay each seniority Employee the sum of \$250 effective April 1, 2009 and \$275 effective April 1, 2010, as partial reimbursement for insurance. This allowance will be paid by direct deposit.

10.03 The agreement for such casual use on one or more occasions shall not create any future obligation on the Employee to subsequently use her own automobile for such casual use, and every such use shall be on an individual basis.

10.04 Each Nurse who is regularly required to use public transportation in her duties shall be entitled to reimbursement for the amount expended for such public transportation. In addition, a Nurse who incurs expenses for parking while on Health Unit business, will be reimbursed. Receipts will be submitted where available.

10.05 Auto rate reimbursement will be paid for the actual distance travelled on the business of the Health Unit on:

(a) First Call:

The lesser of the kilometres:

- (i) from the Nurse's residence; or
- (ii) from the Nurse's regular office.

(b) Last Call:

The lesser of the kilometres:

- (i) to the Nurse's residence; or
- (ii) to the Nurse's regular office.

(c) All Other Calls: On the actual kilometres travelled.

10.06 (a) Time spent by a Nurse reporting to the office, or first call, or returning to her/his residence shall not constitute time worked.

(b) Notwithstanding Article 10.06 (a), when a Nurse's first and/or last call of the day is more than 22 kilometres from her/his regular workplace, the Nurse will be paid for travel time on the basis set out below:

The calculation of travel time will be based on the following:

(1) For the first call:

- (i) the travel time from the Nurse's home or regular office to the first call, whichever is less
- (2) For the last call:
 - (i) the travel time to the Nurse's residence or regular office, whichever is less.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provisions contained in this Article, any Nurse and/or the Union may present a complaint at any time without resorting to the formal written procedure, described herein.

11.02 In the event of a complaint by a Nurse covered by this Agreement that she has been discriminated against, or discharged, or disciplined, without just cause, or has been otherwise dealt with unjustly, she may file a grievance against the Employer within ten (10) working days of the circumstances giving rise to the grievance. All grievances shall be in writing and shall contain a Statement of 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 a Representative of the Union shall present the grievance in writing to her immediate Manager who shall give her/his decision in writing within three (3) working days of receipt of the grievance.

Step No. 2 – If the grievance is not settled at Step No. 1, the Nurse and/or Representative of the Union may, within five (5) working days of the date of receiving the answer of her Manager (or if no answer is received under Step No. 1), refer the grievance to the Divisional Director who shall give a decision in writing within three (3) working days of receipt of the grievance.

Step No. 3 – If the grievance is not settled at Step No. 2, then the Grievance Committee may, within five (5) working days of the date of receiving the answer of the Divisional Director (or if no answer is received under Step No. 2), refer the grievance to the Medical Officer of Health who shall give his decision in writing within fifteen (15) working days of receipt of the grievance. If the grievance is not settled at Step No. 3, then the Union may refer the grievance to Arbitration.

NOTE: The Union reserves the right to make a grievance presentation to the Board.

ARBITRATION

11.03 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's Appointee to an Arbitration Board. The recipient of the notice shall within six days inform the other party of the name of its Appointee to the Arbitration Board. The two Appointees so selected shall within six days of the appointment of the second of them appoint a third person who shall be the

Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two Appointees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon 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.

- 11.04 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its Appointee to the Arbitration Board and will share equally the fees and disbursements of the Chairman.
- 11.05 In the event a Nurse is discharged and it is considered an injustice has been done, the matter may be taken up as a grievance at Step No. 3 of the Grievance Procedure.
- 11.06 Notwithstanding any other provisions of this Agreement, grievances may be settled by confirming the Employer's action or by other arrangement which is just and equitable in the opinion of the parties or the Arbitration Board.

ARTICLE 12 – LEAVE OF ABSENCE

- 12.01 Compassionate Leave of Absence
- (a) A leave of absence of up to five (5) working days without loss of pay shall be granted to an Employee in the case of the death of the Employee's mother, father, spouse (including common-law spouse), child, or stepchild.
- (b) A leave of absence of up to three (3) working days without loss of pay shall be granted to an Employee in the case of the death of an Employee's grandparent, mother-in-law, father-in-law, sister, brother, or grandchild.
- (c) Common-law spouse means with a man or a woman who, not being married to each other, had been cohabiting immediately before the death of one of them, continuously for a period of not less than one (1) year, or in a relationship of some permanence where there is a child born of whom they are the natural or adoptive parents.
- (d) Similarly, two (2) days of absence shall be granted to an Employee who attends the funeral of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, or of a spouse's grandparent.
- (e) Similarly, one (1) day's leave of absence shall be granted to an Employee who attends the funeral of an aunt, uncle, or spouse's aunt or uncle.
- (f) One (1) Employee designated by the Union from time to time shall be granted one-half (½) day's leave of absence without loss of pay for the purpose of attending the funeral of a Union member, or retired Union member employed, or formerly employed by the Health Unit.

- 12.02 Pregnancy/Parental/Adoption Leave – Leave of absence without pay for a total period of up to fifty-two (52) weeks will be given to Employees who are pregnant. Every Employee who becomes pregnant shall notify the Director of her Division in writing of her pregnancy no less than four (4) weeks prior to her expected date of delivery, which date shall be verified in writing by a qualified medical practitioner. Leave without pay shall be granted and taken around the time of confinement at the discretion of the Employee, and such leave shall not exceed fifty-two (52) weeks in total. When leave of absence for pregnancy commences earlier than seventeen (17) weeks before the expected date of confinement, at the recommendation of a duly qualified medical practitioner, the leave will be considered terminated twenty (20) weeks after the date of delivery.
- 12.03 An Employee on Pregnancy, Parental/Adoption Leave as provided under this Agreement, who is in receipt of Employment Insurance Pregnancy, Parental/Adoption leave benefits, shall apply for and be paid a Supplemental Employment Benefit. The benefit will be equivalent to fifty percent (50%) of the difference between the employee's regular non-premium weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings.
- Such payment shall commence following completion of the two week Employment Insurance waiting period and receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance benefits and shall continue while the Employee is in receipt of such benefits from Employment Insurance. The Employee's regular weekly earning 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.
- 12.04 Leave of absence for pregnancy may be terminated earlier than the normal twenty (20) weeks after due date of delivery if the Employee submits to the Director of her Division a certificate from a qualified medical practitioner to the effect that the Employee's health will not be impaired by returning to duties at an earlier date.
- 12.05 Leave of absence without pay will be granted to an Employee who adopts a child for a period of up to thirty-five (35) weeks from the date of such adoption. An Employee who seeks an adoption and is approved by an adopting agency shall advise the Director of their Division in confidence of such application and approval, and will advise the Director of their Division of the placing of the child with them as much in advance as is possible.
- 12.06 Seniority for pregnancy, parental and adoption leave shall continue to accrue for the first fifty-two (52) weeks of pregnancy and parental leave and for thirty-five (35) weeks in the case of adoption. The initial temporary vacancy shall be posted and if the position is not filled through the posting process then a temporary Employee may be hired to cover the position.
- 12.07 If an Employee from within the bargaining unit applies for and is accepted into the temporary vacancy, that Employee shall have the right to return to their former position at the conclusion of the leave. That Employee's position may be filled by a temporary Employee.
- 12.08 An Employee on pregnancy/parental/adoption leave shall have the right to return to their former position at the conclusion of the leave.
- 12.09 An Employee on pregnancy/parental/adoption leave shall continue to accrue vacation credits during such leave but shall not be entitled to statutory holidays.

- 12.10 An Employee shall receive continuation of benefits covered by the employer at Article 14.03-14.07 at the Employer's expense in regards to pregnancy and parental leave to a maximum of fifty-two (52) weeks and for adoption leave to a maximum of thirty-five (35) weeks, unless the Employee has advised the Employer, in writing, that he/she does not wish to continue to make the Employee contributions (if any) to such plans.
- 12.11 Male Employees shall be granted, a leave of absence in accordance with the Employment Standards Act, on the birth or adoption of a child.
- 12.12 Male Employees shall be granted one (1) day with pay during the leave of absence on the birth or adoption of a child.
- 12.13 When a Nurse is granted a Leave of Absence of more than thirty-five (35) weeks, the position occupied at the time of such leave shall be posted and filled upon granting of such leave. Where leave or leaves have been granted for a continuous period of less than thirty-five (35) weeks, a further leave is granted extending the continuous period of leave to more than thirty-five (35) weeks, the position occupied at the time of such further leave shall be posted and filled upon the expiry of thirty-five (35) weeks continuous absence on leave.
- 12.14 Personal Leaves of Absence – Requests for leave of absence without pay for personal reasons and not to exceed twelve (12) months will be considered on an individual basis by the Medical Officer of Health in consultation with the Divisional Director. Such requests are to be made as far as possible in advance and the Medical Officer of Health will reply in writing, except in cases of emergency.
- 12.15 Medical Leaves of Absence – Leave of absence without pay for medical reasons shall not be granted until all sick leave credits have been exhausted.
- 12.16 Union Leaves of Absence – Leave of absence without pay to attend Union business may be granted by the Health Unit. The maximum number of days of such Leaves of Absence shall not exceed one hundred (100) working days per year in all. Notice shall be given to the Divisional Director ten (10) days in advance of such absences. The Nurse shall receive her regular salary and benefits with no loss of seniority, and the Union agrees to reimburse the Employer for the salary upon written statement and request.
- In addition to the above, the Bargaining Unit President will be provided with one half (½) day of Employer paid time off per week for Union business.
- 12.17 A leave of absence without loss of seniority and benefits will be granted upon request to a Nurse who is elected to the office of the President of the Ontario Nurses' Association. During such leave of absence, salary and benefits will be kept whole by the Employer, and the Union agrees to reimburse the Employer for such salary and applicable benefits.
- 12.18 Nurses elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, and Nurses elected to the position of Local Coordinator shall be granted leave of absence, without pay, up to a total of seventy-five (75) days annually. There shall be no loss of seniority or credit for the purposes of salary advancement and vacation entitlement or other purposes during such leave of absence. During such leave of absence, salary and benefits will be kept

whole by the Employer and the Union agrees to reimburse the Employer for such salary and benefits.

- 12.19 Leave Without Pay for the Care and Nurturing of Preschool Age and School Age Children – Subject to operational requirements, a Nurse shall be granted leave without pay for the personal care and nurturing of the Nurse’s preschool and school age children in accordance with the following conditions:
- (a) A Nurse shall notify the Employer in writing as far in advance as possible but not less than three (3) months in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given;
 - (b) Leave granted under this clause shall be for a minimum period of six (6) continuous weeks.
 - (c) The total leave granted under this clause shall not exceed two (2) years during an Employee’s total period of employment in the Health Unit.
 - (d) Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of “continuous employment” for the purposes of calculating severance pay and from the calculation of “service” for the purposes of calculating vacation leave.
 - (e) Time spent on such leave shall not be counted for pay increment purposes.
 - (f) The Nurse is not eligible for such a leave until at least one year has elapsed from the time her pregnancy/parental leave has expired.
 - (g) School age children shall be defined as children between the grades of Kindergarten to Grade 8.

PREPAID LEAVE PLAN

- 12.20 The Employer agrees to introduce a Prepaid Leave Program, funded solely by the Nurse, subject to the following terms and conditions:
- 12.21 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.
- 12.22 The Nurse must make written application to the Divisional Director at least four (4) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- 12.23 The Nurse shall be entitled to make written application upon completion of twelve (12) months continued service. A Nurse may only be granted approval for the Plan once every five (5) years.
- 12.24 The number of Nurses that may be absent (in the fifth year) at any one time shall be two (2). No more than a maximum of 20% of the staff from any given department or program may be enrolled in the Plan during the same time period. The year for purposes of the program shall be January 1st of the one year to December 31st the

same year or such other twelve (12) month period as may be approved by the Employer.

- 12.25 Written application shall be submitted to the Divisional Director. The Divisional Director shall review the request and make recommendations for approval to the Medical Officer of Health. Leaves requested for the purpose of pursuing further formal nursing education shall be given priority. Applications for leaves requested for other purposes shall be given the next level of priority on the basis of seniority. The Medical Officer of Health shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
- 12.26 During the four (4) years of salary deferral, 20% of the Nurse's gross annual earnings will be deducted and transferred to a Plan in the Employee's name and accessible to her during the fifth year.
- 12.27 The manner in which the deferred salary is held shall be at the discretion of the Employee and in full accordance with Income Tax Regulation 6801. The Employee shall be fully responsible for management of her/his plan.
- 12.28 All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority shall not accumulate unless the leave is for education, then Article 5.08 applies. Service, for the purpose of vacation, sick leave and salary progression, shall be retained but will not accumulate during the period of leave. The Nurse shall become responsible for the full payment of premiums for any health, welfare, and pension benefits in which she is participating in the fifth (5th) year.
- 12.29 A Nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given to the Divisional Director.
- 12.30 The Health Unit will endeavour to find a temporary replacement for the Nurse as far in advance as practicable. If the Health Unit is unable to find a suitable replacement, it may postpone the leave. The Health Unit will give the Nurse six (6) months' notice. 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.
- 12.31 The Nurse shall give notice of intent to return to work no later than the 1st day of the 9th month of the leave.
- 12.32 Final approval for entry into the Prepaid Leave Plan shall 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 shall include:
- (a) The period of salary deferral and the period for which the leave is requested.
 - (b) The manner in which the deferred salary is to be held. The letter of application from the Nurse to the Employer to enter the Prepaid Leave Program will be appended to and form part of the written agreement.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL PROGRAMME

- 13.01 Nurses shall have the opportunity for professional growth through programmes designed to assist the individual to function more effectively. These shall include:

- (a) Any newly hired Nurse or a Nurse who undertakes a new assignment will be provided a period of adjustment of no more than six (6) weeks or a much shorter period as is necessary, taking into consideration the needs of the Nurse involved.
- (b) A staff educational programme of at least one half day per month or equivalent for all Nurses. A register of attendance at these meetings shall be kept by the Divisional Director and all Nurses must attend at least 75 percent of such meetings.
- (c) Supervision which includes periodic conferences for discussion of written evaluations by the Managers six months following employment, annually for the first three years of employment and thereafter at the Manager's discretion.
- (d) Attendance at professional meetings (e.g., RNAO, OPHA, CPHA, CNA, ICN) without loss of salary for full-time and regular part-time Nurses, subject to the Employer's permission and the said Employer can place a reasonable limit on the number of Nurses attending at any one time.
- (e) Payment of salary and auto rate reimbursement to regular part-time Nurses to allow attendance at staff education meetings, if desired, provided that such Nurses are normally in receipt of car allowance.
- (f) Leaves of absence with pay to allow a Nurse to write the required examination on completion of a course of study relevant to the profession.

It is recognized by both the Ontario Nurses' Association and the Employer that it is prudent for Nurses to obtain and maintain current BCLS certification, therefore, the Employer shall provide the opportunity, with pay and registration, for the Nurse to do so.

Such training may be included in the non-elective educational programme set out in Article 13.01(b) of the Collective Agreement.

- (g) Time within the working day for preparation for educational programmes conducted by the Nurse and for reading educational material pertinent to the profession.
- (h) Provision for educational and sabbatical leave of absence. Upon request by a Nurse who wishes to enroll in graduate or post graduate study, a certificate or degree course, research program or other relevant study (all of which must be relevant to public health), the Employer may grant such education and/or sabbatical leave, without loss of seniority. Permission for such leave shall not be unreasonably withheld by the Employer.
- (i) The Board of Health, upon the recommendation of the Divisional Director, may grant leave of absence with pay, exclusive of vacation, to allow a Nurse to attend meetings, seminars, or programmes, which have as their purpose the improvement of knowledge in public health nursing. Approval of such leave shall not be unreasonably denied.
- (j) Payment of registration fees, accommodations, meals and transportation at the standard rate fixed from time to time by the Health Unit Board of

Directors, to attend such professional meeting or educational conferences, if the Employer requests attendance, or if the Nurse requests payment and the Employer consents to payment.

- (k) The Employer will pay the tuition for all courses taken by Nurses toward a B.Sc.N. degree. Reimbursement is conditional upon presentation of proof that the Nurse satisfactorily completed the course and presentation of proof of tuition payment.

13.02 Part time Nurses and Nurses hired within the calendar year shall receive Professional Development days on a pro-rated based on the days worked.

13.03 A Nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

ARTICLE 14 – BENEFIT PLANS

14.01 (a) In this Article "family" means spouse and/or children who are eligible, by definition of the Carrier.

- (b) The Employer will continue the premium payments for all benefits for those employees who work beyond the age of 65 to age 70, except for the reduced life insurance benefit (fifty percent (50%) of the amount equal to 1.5 times his/her current basic salary to nearest \$500.00) and the co-ordination of the prescription drug benefit.

14.02 Pension – OMERS (as permitted by the Act and regulations) and OMERS Supplementary Plan and Canada Pension Plan shall be applicable to all Nurses covered by this Agreement. Part-time Nurses who qualify to do so may elect to participate in OMERS. An offer to participate shall be made by the Employer at each enrolment date.

14.03 Medical and Hospital – Full-time Nurses, who are eligible, shall be enrolled in a semi-private hospital coverage plan and an Extended Health Plan, and the Employer shall pay one hundred percent (100%) of the billed premium for subscriber and family, if eligible.

14.04 Prescriptions – full-time Nurses, who are eligible, shall be enrolled in a Prescription Plan and the Employer shall pay 100% of the billed premium for subscriber and family, if eligible. The Employee deductible shall be \$2.00 per prescription item and provide for generic drugs with physician override.

14.05 Dental – Full-time Nurses shall be enrolled in the Group Dental Plan (Blue Cross #9 or equivalent), based on the current O.D.A. fee schedules (as amended from time to time). The Employer will increase its share of contribution from seventy-five percent (75%) to eighty percent (80%) of the billed premium for the subscriber and family (if applicable) and the Nurse shall pay the remaining twenty percent (20%) effective March 31, 2010.

Effective April 1, 2002, major restorative – 50% reimbursement (\$1,500.00 annual maximum per qualified subscriber and family [if applicable]).

Effective April 1, 2002, orthodontics – 50% reimbursement (\$1,500.00 lifetime maximum per qualified subscriber and family [if applicable]).

- 14.06 (a) Vision Care – Full-time Nurses shall be enrolled in Vision Care, \$300.00 per family member in a twenty-four (24) month period, and the premium will be one hundred percent (100%) Employer paid.
- Hearing Aid coverage will be increased to \$700.00 per person every five (5) years.
- (b) The Employer may substitute another Carrier for the benefit plans in 14.03, 14.04, 14.05, 14.06 provided, that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in Carrier or Underwriter at least thirty (30) days prior to implementing a change in Carrier. Copies of said benefit plans shall also be provided to the Union prior to implementing the change.
- 14.07 Group Life Insurance – Full-time Nurses shall be enrolled in the Group Life Insurance Plan of the Employer and shall have Group Life Insurance coverage to the amount equal to 1.5 times his/her current basic salary (to nearest \$500.00). The Employer shall pay one hundred percent (100%) of the cost, except for probationary Employees.
- In addition, the Employer shall make available optional Life Insurance coverage, in \$10,000.00 increments, at a preferred rate. The cost of such optional coverage shall be borne by the Nurse.
- 14.08 Regular Part-Time Employees – Regular part-time Employees, if eligible, shall be enrolled in the foregoing benefit plans, 14.03 to 14.07(a) both inclusive and the Health Unit will pay the applicable prorated portion of those benefit premiums.
- 14.09 Probationary Period – The foregoing sections 14.03 to 14.08, insofar as they apply to probationary Employees, shall be paid one hundred percent (100%) by the probationary Employee for the first sixty (60) working days and thereafter such benefits shall be paid in the same manner as for regular full-time or regular part-time Employees as the case may be.
- 14.10 (a) Workplace Safety & Insurance Board – The Employer shall provide coverage for Nurses under the Workplace Safety and Insurance Act.
- (b) If a Nurse is entitled to receive WSIB Benefits, she may choose to turn over to the Employer all monies received for such compensation, in which case the Employer will continue to pay the Nurse a full salary, taking the difference between compensation 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 compensation payments.
- 14.11 A Nurse who has completed her probationary period and is laid off, or is on leave of absence due to illness and whose sick leave credits are exhausted, may continue to participate in the hospital, medical, prescription and group insurance plans for a period of twelve (12) months, provided that she pays to the Board the full costs of such participation not later than the 25th day of the month prior to the month for which payment becomes due. If such payment is not made as aforesaid, the Nurse's participation shall be terminated forthwith. In this clause, laid off includes leave of absence without pay.

- 14.12 The benefits under Article 14.01 to 14.10 are applicable only while a Nurse is in receipt of wages or sick leave credits.
- 14.13 Retirement Benefit Package – The Windsor-Essex County Health Unit agrees to allow Employees retiring under OMERS with a pension, to continue access to the Prescription Drug Plan, Dental Plan, Vision Care Plan, and the Group Life Insurance Plan, provided that:
- (a) Such cost of the aforementioned benefits are at the sole cost of the retiring Employee; and
 - (b) Such benefits are available through the current insurance carrier.
 - (c) Application is made within thirty-one (31) days of retirement.
 - (d) Premiums for such coverage, if available, will be made by the retired Employee on a quarterly pre-paid arrangement.

It is further understood that if an Employee opts into the benefits plans and then decided to opt out, such Employee will not be able to access these benefits again.

- 14.14 When an Employee is eligible to retire under OMERS with an unreduced pension, the Windsor-Essex County Health Unit agrees to continue to pay the premiums at 100% of the cost for the benefits under Articles 14.03, 14.04, 14.05, 14.06, 14.07(a) until the attainment of sixty-five (65) years, provided that application is made thirty-one (31) days of retirement.

It is further understood that if an Employee opts into the benefits plans and then decided to opt out, such Employee will not be able to access these benefits again.

ARTICLE 15 – MISCELLANEOUS

- 15.01 Health Examination – Each Nurse shall upon request of the Medical Officer of Health within thirty (30) days of first employment submit a report to the Medical Officer of Health from the Nurse's own physician of a physical examination within the said period. In case the medical insurance of the Nurse does not pay for such medical examination the Board shall pay the costs up to a maximum of the current O.M.A. fee schedule for such service.
- 15.02 Malpractice Insurance – The Employer will provide adequate malpractice and professional liability insurance.
- (a) The Employer is insured against public liability and for errors and omissions.
 - (b) Each Nurse shall annually produce and file with the Employer the current Certificate of Registration from the College of Nurses of Ontario.
- 15.03 Where laboratory coats are required by the Nurse, they shall be provided by the Board.
- 15.04 The Employer shall provide a copy of this contract to each member of the Union.

- 15.05 The Union may hold meetings outside Health Unit hours on the premises of the Employer. Such meetings shall be booked according to Health Unit policies regarding room booking procedures.
- 15.06 The Employer shall continue to grant adequate time to members of the Union for medical and dental appointments at the discretion of the Divisional Director. There will be two, two-hour appointments allowed per month for accredited medical or dental appointments. Medical appointments shall be as defined as doctors, dentists, nurse practitioners as in the Regulated Health Professions Act.
- 15.07 (a) Notice of Resignation – Notification of resignation shall be made to the Employer by a Nurse at least ten (10) working days prior to the effective date of resignation. Such ten (10) working days shall not include any vacation of the Nurse. If proper notification of resignation is not made, the Nurse shall not be entitled to receive sick leave credits on resigning.
- (b) The Divisional Director may at his or her sole discretion accept a reduced time period of notice. Such approved reduction shall not disentitle the Nurse to receive sick leave credits on resigning.
- 15.08 Change of Status – It shall be the Nurse's responsibility to promptly advise the Employer, at its personnel office, of any change of address.
- It shall be the Nurse's responsibility to advise the Employer promptly of any change in number or status of dependants or other information relevant to Employee benefits and other agencies and of information required by the Employer's insurers, or required by Revenue Canada.
- 15.09 Jury and Witness Duty – If a Nurse is called for Jury Duty or is subpoenaed as a witness, the Employer will pay full wages at her regular rate, provided she turns over to the Employer all fees received, excluding mileage and expenses and provided further that the Nurse reports for work when not required as a Juror or Witness.
- Where a Nurse's vacation is interrupted due to being subpoenaed to appear in court for a case arising out of her duties at the Windsor Essex County Health Unit and does appear, that portion of the Nurse's vacation will not be counted against the Nurse's vacation credit.
- 15.10 Job Tenure – If by reason of discontinuance or curtailment of a program, a Nurse who is entitled to continue employment by reason of seniority, is considered for a different area of nursing work, the Employer, in considering such appointment shall allow reasonable opportunity for on-the-job orientation not exceeding two calendar months or such longer period as the Employer may determine.
- 15.11 (a) 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 views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the Nurse.
- (b) Each Nurse shall have reasonable access to all her files for the purpose of reviewing their content in the presence of her Manager. A copy of the evaluation will be provided to the Nurse at her request. No document shall

be used against a Nurse where it has not been brought to her attention in a timely manner.

- 15.12 Any letter of reprimand, suspension or other sanction will be removed from the record of a Nurse and destroyed in her presence eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such Nurse's record has been discipline free for one (1) year.
- 15.13 During periods of inclement weather, a Nurse may elect to use sick leave credits or lieu time to maintain her usual salary, or personal LOA, at her discretion, upon notifying the Employer. All benefits and seniority will be kept whole in all respects.
- 15.14 LOA – The Employer will notify a Nurse returning from a leave of absence in writing if she will not be reinstated to her former position as soon as reasonably possible prior to her return.
- 15.15 Sick Notes – The Employer shall reimburse Nurses for the cost of sick notes requested by the Health Unit.
- 15.16 The Employer agrees to pay the cost of providing an Employee Assistance Program (EAP). The EAP will be jointly reviewed on an annual basis to evaluate the efficiency of the program.

ARTICLE 16 – DURATION OF AGREEMENT

- 16.01 (a) This Agreement shall be effective from April 1, 2009 and remain in force until the 31st day of March 2010.
- (b) The Employer will provide payment of full retroactive salary to all Nurses, on all compensated hours since April 1, 2009 by separate cheque. Payment will be in accordance with normal payroll practices and will be made within six (6) weeks of ratification of the collective agreement by the Union. For those moving to the fourth (4th) level on the grid, retroactivity will be based on 1.75% of the employee's respective current rate of pay. Nurses who have left the employ of the Health Unit or have commenced an unpaid leave of absence since April 1, 2009 will be entitled to full retroactive payment based on their actual hours worked since leaving the Health Unit.
- (c) The Health Unit shall notify each Nurse who has left the employment of the Health Unit or the bargaining unit since the 1st day of April 2006 in writing at the Nurse's last known address, advising them of their entitlement to retroactive adjustment and sent by mail within thirty (30) days following the ratification of this Agreement by both parties and advising the Nurse that the Nurse has thirty (30) days to respond in writing, claiming such retroactive adjustment. It is agreed that a Nurse not responding within the said thirty (30) day period shall lose entitlement to such retroactive adjustment.
- 16.02 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 these provisions. Such notification will be made not more than ninety (90) days prior to the termination date of this Agreement.

- 16.03 Negotiation with respect to renewal of this Agreement shall commence within fifteen (15) days of such notice.

ARTICLE 17 – JOB-SHARING

- 17.01 Job-Sharing is defined as an arrangement whereby two (2) Nurses share the hours of work of what would otherwise be one full-time position.
- 17.02 An incumbent full-time Nurse wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the basis of the criteria set out in the job posting provisions of the Collective Agreement. In the event that there are no applicants for such position, or there is not a successful applicant to the posting, the incumbent full-time Nurse will have to continue in the position on a full-time basis.
- 17.03 There will be maximum of eight (8) positions available. Any job posting may be considered for job-sharing.
- 17.04 If an Employee participating in a job-sharing arrangement leaves the employ of the Health Unit or is the successful applicant in a job posting, her/his half of the job-sharing arrangement will be posted and filled in accordance with Article 5.13 of the Collective Agreement.
- Should the above-mentioned vacated position not be filled through the job posting mechanism, the remaining partner in the job-sharing arrangement must assume the full-time responsibilities of the position within 20 working days after the job-sharing partner has vacated the position.
- 17.05 Job-sharers will not cover each other's paid absences. It is understood that these absences are managed by existing departmental coverage practices.
- Should an unpaid leave of absence not be filled through Article 5.13, the remaining partner in the job-sharing arrangement must assume the full-time responsibilities of the position within twenty (20) working days after the job-sharing partner has commenced the unpaid leave of absence.
- 17.06 It is the Employer's right to determine the number of job-shared positions, and location of the positions, and whether positions are continued.
- 17.07 Written applications by full-time Nurses requesting job-sharing must be submitted to the Divisional Director.
- 17.08 Applications by full-time Nurses for job-sharing may be granted by the Divisional Director provided the program requirements are met. Written acceptance or refusal with explanation of the application by the Divisional Director shall be forwarded to the Nurses within 30 working days from the day the request is made.
- 17.09 The following shall apply to Nurses who have requested and who have been granted job-sharing:
- (a) The Employees' hourly rate of pay shall remain the same.
 - (b) Sick days will be based on 0.75 days for each month of service.

- (c) Each Nurse must work 35 hours per pay period. Due to the nature of job-sharing, a work schedule for the following week must be maintained in accordance with Article 4.04(d).
 - (d) Each Nurse shall receive 50% of the vacation time that they currently are eligible for on an annual basis.
 - (e) One year of seniority shall be based on 1820 hours of work.
 - (f) Each Nurse will be entitled to half of the Holiday Pay detailed in Articles 7.01(a) and 7.01(d).
 - (g) Each Nurse will be enrolled in the OMERS pension plan.
 - (h) Each Nurse will receive ¼ day per month for Professional Development to a maximum of three days per annum.
- 17.10 Job-sharing Nurses are expected to fulfil all of the obligations of a full-time position (i.e., evening assignments, committee work).
- 17.11 Each Nurse required to use their automobile for Health Unit business shall be reimbursed in accordance with Article 10.
- 17.12 Each Nurse shall receive compassionate leave as per Article 12.01 on a prorata basis.
- 17.13 Each Nurse shall be enrolled in the Group Life Insurance Plan of the Employer as per Article 14.01(a). Each Nurse shall pay 50% of the monthly premium cost.
- 17.14 Each job-shared position will have a full benefit package as detailed in Articles 14.03, 14.04, 14.05 and 14.06.
- 17.15 The benefits may not be split between the two Nurses. In the event that both Nurses elect to receive the benefits outlined above, each Nurse shall pay 50% of the monthly premium costs. If only one Nurse chooses the benefits, the Employer will pay the applicable monthly premiums.
- 17.16 The parties agree to also include job-sharing on the basis of a sixty/forty percent (60%/40%) split between two Nurses. The following clauses, for the purposes of this Article, are amended to reflect prorata entitlement based on the hours worked by the Nurse:
- (a) Sick days will be based on 0.90 days (60%)/0.60 days (40%) for each month of service.
 - (b) Each Nurse must work 42 hours (60%)/28 hours (40%) per pay period. Due to the nature of job-sharing, a work schedule for the following week must be maintained in accordance with Article 4.04(d).
 - (c) Each Nurse shall receive 60%/40% of the vacation time that they currently are eligible for on an annual basis.
 - (d) Each Nurse will be entitled to 60%/40% of the holiday pay detailed in Articles 7.01(a) and 7.01(d).

- (e) Each Nurse shall be enrolled in the Group Life Insurance Plan of the Employer as per Article 14.11. Each Nurse shall pay 60%/40% of the monthly premium costs.
- (f) The benefits may not be split between the two Nurses. In the event that both Nurses elect to receive the benefits outlined above, each Nurse shall pay 60%/40% of the monthly premium costs. If only one Nurse chooses the benefits, the Employer will pay the applicable monthly premiums.
- (g) All other language regarding Article 17 is to remain unchanged.

ARTICLE 18 – MODIFIED WORK

- 18.01 The Employer will notify the Bargaining Unit President of the Local Nurses' Association 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.
- 18.02 When it has been medically determined that an Employee is unable to return to the full duties of the position due to a disability, the Employer will notify and meet with the president of the bargaining unit and a member of the Local Executive to discuss the circumstances surrounding the Employee's return to suitable work.
- 18.03 The Employer agrees to provide the Employee with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.

DATED at Windsor, Ontario this 22 day of July, 2010.

FOR THE EMPLOYER:

Sharon B. Kelly
Nancy Smith

FOR THE UNION:

Margaret Abouette
Labour Relations Officer

Bob Peter
Myra
Judy Pals
Alan Bond
Betty Lou Parent

SCHEDULE A

SALARY SCHEDULES

Effective April 1, 2009					
	Registered Nurse	Public Health Nurse	Public Health Nurse (with BscN Degree)	Health Promotion Specialist	RN – EC Nurse Practitioner
Grid 1	\$26.95	\$28.61	28.88	\$33.67	\$46.69
Grid 2	28.09	29.30	29.59	35.58	48.51
Grid 3	28.76	30.02	30.29	37.66	50.34
Grid 4	30.14	31.44	31.71	38.78	53.95
Grid 5	31.85	33.21	33.46		55.77
Grid 6	33.53	35.00	35.24		
Grid 7	36.93	38.54	38.78		

SCHEDULE B**SCHEDULE OF ASSESSMENT PERSONS**

1. Dr. Barbara Thomas
Professor Emerita
Faculty of Nursing
University of Windsor
1132 Chrysler Hall North
Windsor, Ontario
N9B 3P4
Telephone: (519) 253-4232, Ext. #2267
E-mail: thomas9@uwindsor.ca

2. Jane Underwood, R.N., MBA
Underwood and Associates
#607 – 100 Lakeshore Road East
Oakville, Ontario
L6J 6M9
Telephone: (905) 525-9140
E-mail: undrwood@mcmaster.ca

3. Gayle MacKay
56 Deerfoot Trail
R.R. #4
Huntsville, Ontario
P1H 2J6
Telephone: (705) 787-0012
E-mail: gmackay@cogeco.ca

THE ABOVE SCHEDULE OF ASSESSMENT PERSONS ROTATES IN ALPHABETICAL ORDER.

LETTER OF UNDERSTANDING

BETWEEN:

WINDSOR-ESSEX COUNTY HEALTH UNIT
(Hereinafter referred to as "the Employer")

AND:

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

RE: PART-TIME EMPLOYEES

The Employer will continue its current practice of assignment of permanent office locations to part-time Nurses.

DATED at Windsor, Ontario this 22 day of July, 2010.

FOR THE EMPLOYER:

[Signature]

Sharon P. Kelly

Nancy Smith

FOR THE UNION:

Margaret Marcollo

Labour Relations Officer

Barb Peter

[Signature]

Judy Palsh

Alan Bird

Betty Lou Parent

LETTER OF UNDERSTANDING

BETWEEN:

WINDSOR-ESSEX COUNTY HEALTH UNIT
(Hereinafter referred to as "the Employer")

AND:

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

RE: CONTRACT NURSES

During 2009 collective bargaining, the Employer and the Union discussed the use of Contract Nurses for purposes other than currently specified in Article 4.03 of the collective agreement. Specifically, the parties confirm that Contract Nurses can be used for the purposes of such services as Workplace Wellness Health Screening when non-government funding is being utilized. All other provisions of the Collective Agreement pertaining to Contract Nurses will apply to Contract Nurses utilized pursuant to the provisions of this Letter of Understanding.

DATED at Windsor, Ontario this 22 day of July, 2010.

FOR THE EMPLOYER:

Sharon B Kelly

Nancy Smith

FOR THE UNION:

Margaret Marzetti
Labour Relations Officer
Barb Peter
Myers
Judy Palack
Wanda Bond
Betty Lou Parent