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EFF.	94	01	01
TERM.	96	03	31
No. OF EMPLOYEES	40		
NOMBRE D'EMPLOYÉS	40		

COLLECTIVE AGREEMENT

B E T W E E N :

BOARD OF HEALTH HASTINGS AND PRINCE EDWARD
COUNTIES HEALTH UNIT

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

ONTARIO NURSES' ASSOCIATION

(hereinafter called the "Association")

OF THE SECOND PART

Expiry Date: March 31, 1996.

JUN 27 1994

08738(04)

ARTICLE 1 - PURPOSE AND RECOGNITION

1:01 The general purpose of this Agreement is to maintain mutually satisfactory employment relations between the Employer and the Association.

It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are hereby established by mutual agreement. It is recognized that Nurses wish to work co-operatively with the Employer to provide the best possible community health services.

1:02 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses and registered nursing assistants, employed by the Employer on a full time or regular part time basis, save and except Supervisors of Nurses and all other persons above the rank of Supervisor of Nurses.

ARTICLE 2 - REPRESENTATION AND ASSOCIATION SECURITY

2:01 In this Agreement:

- (a) "Nurse" shall mean a Registered Nurse, a Public Health Nurse, or a Registered Nursing Assistant covered by this Agreement.
- (b) "Full time Nurse" shall mean a Nurse who normally works thirty five (35) hours over a five (5) day week, Mondays through Fridays, exclusive of lunch periods.
- (c) A Nurse shall be considered a part time Nurse if she is regularly assigned to work less than thirty five (35) hours per week. A part time Nurse who is regularly assigned to work more than seventeen and one half (17 1/2) hours or more per week shall be entitled to all benefits set out in Articles 11, 14 and 15 on a pro-rata basis. A part time Nurses' entitlement to such benefits shall be calculated as a percentage that her regular assigned hours of work per week compares to thirty five (35) hours per week. A part time Nurse who regularly works less than seventeen and one half (17 1/2) hours per week shall not be entitled to any benefits set out in Articles 11, 14 and 15 (except

Article 15:02) and in lieu thereof shall be paid a premium equivalent to ten (10%) percent (effective pay period following ratification - 12%) percent of her regular hourly rate for all hours worked.

- (d) A Nurse, who is not a member of the bargaining unit hired on a contract basis, or to replace a full time or part time Nurse who is absent because of vacation, illness, accident or any leave of absence, shall be considered as temporary and such temporary Nurse shall not be entitled to any of the benefits set out in Article 11, 14 and 15 and in lieu thereof shall be paid a premium equivalent to ten (10%) percent (effective pay period following ratification - 12%) percent of her regular hourly rate for all hours worked.
- (e) A part time Nurse whose hours are temporarily increased to full time to replace a full time Nurse who is absent because of vacation, illness, accident or leave of absence, shall retain her part time status.

ARTICLE 3 - RELATIONSHIP

- 3:01 The Employer and the Association agree that there shall be no discrimination against any Nurse within the meaning of the Ontario Human Rights Code of Ontario, as amended from time to time.
- 3:02 The Employer and the Association agree that there will be no discrimination, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any Nurse because of her membership activities on behalf of the Association or non-membership in the Association.

ARTICLE 4 - NO STRIKE, NO LOCK-OUT

- 4:01 So long as this Agreement continues to operate there shall be no strikes and the Association will not declare, authorize, support, counsel, encourage or condone a strike or other stoppage of work, and there shall be no lock-outs.

ARTICLE 5 - ASSOCIATION SECURITY

5:01 The Employer will deduct from the pay due to each Nurse who is covered by this Agreement in the first pay period of each month, a sum equal to the regular monthly Association dues of such Nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association once each month its cheque for the dues deducted along with a list which shall contain the names of the Nurse from whom such deductions have been made and Social Insurance Numbers. The Association shall indemnify and save the Employer harmless with respect to any liability for all dues so deducted and remitted.

5:02 During the orientation period, an officer of the Local Association shall be allowed twenty (20) minutes within regular working hours to interview newly hired Nurses in order to discuss with them the benefits and duties of Association membership and responsibilities to the Association and the Employer. During such interview, membership forms may be provided to the Nurse.

ARTICLE 6 - REPRESENTATION

6:01 For the purposes of administration of this Agreement, all references to officers, representatives, and committee members of the Association in this Agreement shall be deemed to mean officers, representatives, and committee members of the Association's duly chartered local, namely: Local 31 - Ontario Nurses' Association. All correspondence sent by the Employer to the Association shall be sent to such chartered local.

6:02 The Employer shall recognize the following Committees:

(a) A Negotiating Committee of three (3) representatives from the Association, whose function shall be to negotiate renewal Collective Agreements with the Employer.

(b) A Grievance Committee of three (3) Association Representatives, whose functions shall be to meet with the Employer at Step No. 2 of the Grievance Procedure to discuss grievances.

- (c) A Professional Committee composed of not more than three (3) Association representatives and not more than three (3) representatives of the Employer. Meetings shall be held at the request of either party. The function of this Committee shall be to discuss matters of mutual concern.
- (d) Representatives and consultants outside the employ of the Employer may attend any of these meetings if so requested by either party.
- (e) The Employer further agrees that Association representatives shall suffer no reduction in regular earnings as a result of any meetings with management.
- (f) There shall be no more than one (1) Nurse from any one sub-office of the Health Unit, except Belleville, selected by the Association to serve on any committee outlined in sub-clause (a) or (b) or (c) above.

6:03

The Employer agrees to abide by the provisions of the Occupational Health & Safety Act of Ontario 1978, to the extent that it applies to its operation. The Employer agrees that the Association shall appoint three representatives to the Joint Occupational Health and Safety Committee.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

7:01

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

7:02

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. All grievances shall be in writing and shall contain a statement of the facts giving rise to the grievance. Each grievance shall be filed in accordance with the procedure outlined in this Article within ten (10) working days from the occurrence of the circumstances which gave rise to it. The following

shall be the procedure in processing and handling grievances.

Nurses who feel they have a grievance may, in the company of a Nurse representative, discuss the alleged grievance with their Supervisor. If the Nurse is not satisfied with the response of the Supervisor, then the grievance procedure may be invoked as follows:

STEP NO. 1

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

STEP NO. 2

If the grievance is not settled at Step #1, the Nurse and/or a representative of the Association may, within ten (10) working days of the date of receiving the answer of the Director of Nurses (or if no answer is received under Step #1 within ten (10) working days after such answer ought to have been received) refer the grievance to the Medical Officer of Health or the nominee of the Medical Officer of Health and that officer shall give a decision in writing within five (5) working days of receipt of the grievance. Prior to the Medical Officer of Health (or his nominee) providing an answer hereunder, there shall be a meeting between the Employer and the Association at which an Employment Relations Officer from the Association shall attend in order to discuss and attempt to resolve the grievance.

In the case of a Policy Grievance, the time limit for such decision shall be thirty (30) calendar days from the time of receipt of the grievance. If the grievance is not settled at Step No. 2, then the Association may refer the grievance to arbitration. If no written request for arbitration is received within fifteen (15) working days after the final decision is given or after the final decision should have been given, the grievance shall be deemed to have been settled.

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

- 7:03 The Employer will pay such Association representatives at their respective salaries for all regular time lost in the investigation or processing of grievances.
- 7:04 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either 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 five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third (3rd) person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour of the Province of Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any 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.
- 7:05 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.

7:06 In the event that a Nurse is suspended or discharged and it is considered that an injustice has been done, the matter may be taken up as a grievance at Step No. 2 of the Grievance Procedure.

7:07 Notwithstanding any other provisions of this Agreement grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the Board of Arbitration.

7:08 Policy Grievance

This shall be defined as a grievance arising directly between the Employer and the Association, of a matter which could not have been raised by an individual Nurse and which concerns the interpretation, application, administration or alleged violation of this Collective Agreement. This grievance shall proceed directly to Step No. 2.

7:09 It is understood that the Employer may submit to the Association any complaint with respect to the conduct of the Association, its officers or members, or any complaint that a contractual obligation undertaken by the Association in this Agreement has been violated.

Such complaints, if not resolved by discussion, shall be reduced to writing and delivered or forwarded to the local President of the Association, where upon it shall be discussed at Step #2 of the Grievance Procedure. Failing a satisfactory settlement within ten (10) working days after the meeting at Step #2, the Employer may refer the matter to arbitration in accordance with the arbitration procedures herein.

ARTICLE 8 - WRITTEN WARNING

8:01 In the event that it is deemed necessary by the Health Unit to censure a Nurse by way of written warning, the Health Unit shall provide the Nurse with a copy of the written warning. If requested by the Nurse, a copy of the written warning will be forwarded to the Nurse's Representative. A written warning to a Nurse will be removed from the Nurse's file if no other disciplinary action is taken

against her for a period of twenty-four (24) months from the date of the written warning or censure. In the event that such written warning is removed, in accordance with this provision, from the Nurse's record, it shall not thereafter be used against her.

8:02 A copy of any completed evaluation which is placed in a Nurse's file shall first be reviewed with the Nurse. The Nurse shall initial such evaluation as having been read, and shall have the opportunity to add her views, in writing, to such evaluation prior to it being placed in her personnel file. A copy of the evaluation will be provided to the Nurse at her request.

8:03 A Nurse shall have a reasonable opportunity to review her personnel file in the presence of a Nurse Representative, if requested, and upon prior appointment with her immediate Supervisor.

ARTICLE 9 - SENIORITY

9:01 For all provisions of this Agreement, seniority shall commence and accumulate from the date on which a Nurse was first employed by the Employer or by the former Prince Edward Counties Health Unit or by the former Belleville Department of Health. A regular part-time nurse shall accumulate seniority in accordance with the number of days worked since date of hire such that two hundred (200) full days worked is equivalent to one (1) year's seniority. Temporary nurses who are retained on full-time service after the expiry of the temporary period of employment, shall have their seniority dated back to the date upon which they commenced temporary employment as defined in Article 2:01 (e).

9:02 A Seniority List showing each Nurse's name and professional category shall be posted on the bulletin board in each office in a conspicuous place on the Employer's premises and shall be revised every six (6) months. Complaints concerning the accuracy of such lists will be considered within fifteen (15) days of posting and if no complaint is received within that time such lists shall be presumed to be accurate. A copy of such lists will be sent to the Association at the time of posting. The initial seniority list to be prepared under this Agreement shall be settled between the Employer and the Association before such list is posted.

- 9:03 A newly hired Nurse shall be considered probationary until she has completed three (3) continuous months of service after which her name will be placed on the requisite Seniority List and her seniority shall date back to the date of employment. The termination of a probationary Nurse shall be at the discretion of the Employer.
- 9:04 Seniority shall be the determining factor in matters of promotions and transfers, provided Nurses who are affected have the professional skill, ability, qualifications, capability and related experience to do the work in question. Transfers shall include change in geographic location, nature of work, and transfers from full time to part time employment and vice-versa.
- 9:05 A Nurse will be laid off and recalled according to seniority within their professional category providing they are willing and able to perform the work required. Such recalls will be made before any new Nurse is hired into the bargaining unit.
- 9:06 (a) Except for vacancies caused by leave of absence under Article 10:06, when a position covered by this Agreement becomes vacant and the Employer intends to fill the vacancy, the Employer will post up for a period of ten (10) working days on its Bulletin Boards in each office notice of the vacancy. The notice will contain the nature of the position and the geographic location of the vacancy. Any Nurse who wishes to be considered for the position so posted shall submit to the Director of Nurses, written application for the vacancy within and not after ten (10) working days from the date on which the notice of the vacancy was first posted up. Each application shall set forth the applicant's qualifications, training and related experience in the work in question.
- (b) The Employer will post any vacancy caused by transferring any successful applicant but shall not be required to post any further vacancies.
- (c) In filling any vacancy under this Article 9:06, the provisions of Article 9:04 and 9:05 shall apply.
- 9:07 Except with the Employer's prior permission in writing, a Nurse who has successfully applied for any position under this Article shall not be entitled to apply for any posted position for six

(6) months from the date of her successful application.' This provision shall have no application to a part time Nurse who applies for any position which provides for greater hours of work.

9:08

Seniority rights of a Nurse shall cease and the Nurse's employment shall be terminated if the Nurse:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent from work for more than three (3) consecutive scheduled working days without notifying the Employer. This provision may be waived by mutual consent of the parties;
- (d) is laid off and not recalled to work within a period of twelve (12) months from the date of lay-off;
- (e) after having been laid off for less than twelve (12) months fails, within five (5) days after notice of recall has been sent to her by the Employer by registered mail to the last address of the Nurse which the Employer has on record, to notify the Employer of her intention to return to work or subsequently fails to return to work within ten (10) days after such notice was sent;
- (f) Is absent from work due to illness for more than twelve (12) months, or until her short term disability benefits pursuant to Article 11:01 are exhausted, whichever period of time shall be the longer: provided that such period may be extended in an individual case by agreement between the Employer and the Association.

9:09

The promotion or transfer of a Nurse to positions outside the bargaining unit is not covered by this Agreement. However, any Nurse who is transferred to a position outside the bargaining unit and who is subsequently transferred back to the bargaining unit shall be credited, on return, with seniority equal to the seniority held at the time of the original transfer outside the unit. No credit shall be given for seniority purposes for time spent in a position not subject to this Agreement.

ARTICLE 10 - LEAVES OF ABSENCE

- 10:01 Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Director of Nurses. Such requests are to be made as far in advance as possible and the Director will reply in writing except in cases of emergency.
- 10:02 When the Association wishes to have a Nurse attend a convention of the Association or where a Nurse is elected to a Provincial office of the Association, notice shall be given to the Employer advising of the name of the Nurse concerned and the length of the leave of absence required. The Employer will consider, and in its discretion, may grant any such leave of absence, having regard to the then current staff requirements in the Health Unit. Any such leave of absence shall be without pay and without loss of seniority.
- 10:03 (a) Two (2) Nurses will be granted a minimum of one (1) day's leave of absence with pay to attend the annual meetings of the Registered Nurses' Association of Ontario.
- (b) A Nurse who is appointed to represent the Association at the biennial meeting of the Canadian Nurses' Association will be given leave of absence with pay for a minimum of three (3) working days.
- (c) The Employer may designate a Nurse to attend the annual meeting of the Ontario Public Health Association.
- (d) One representative from the Registered Nurses Assistants staff will be granted leave of absence with pay to attend the annual workshop of the Ontario Association of Registered Nurses Assistants.
- 10:04 In the case of the death of a member of a Nurse's immediate family (brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild or grandparent) the Nurse will be granted a maximum of three (3) working days' leave of absence with pay. This leave may be extended by the Employer in a particular case

provided that such extended leave shall be without pay.

In the case of death of a Nurse's child, spouse, and/or parent leave will be for five (5) working days.

For the purposes of this Article, parent shall mean a person who has demonstrated a settled intention to treat the Nurse as a child of his or her family.

10:05

A Nurse who is subpoenaed as a witness or juror will receive pay for those days of the Nurses' regular schedule during which she is required to be absent by virtue of such subpoena. The amount of such pay will be that which together with witness or jury pay, less expenses, equals what the Nurse would have received for a normal schedule had she worked.

10:06

- (a) Upon written request by a Nurse who has been employed by the Health Unit for at least thirteen (13) weeks prior to the expected birth date, a leave of absence without pay but with accumulation of seniority shall be granted for pregnancy or parental leave for up to twelve (12) months. The Nurse returning to work after pregnancy or parental leave shall provide the Employer with at least two (2) weeks notice. Upon return from pregnancy or parental leave, the Nurse will be placed in a position consistent with the seniority provisions of this Agreement. In the event that the leave is longer than thirty-five (35) weeks, the Employer may fill the Nurse's position but at the end of her leave of absence, the Nurse will be offered the first vacancy in her geographic area and classification.
- (b) Any leave of absence under this provision shall be with accumulation of seniority to a maximum of twelve (12) months. A doctor's certificate, or confirmation from the Adoption Agency, confirming the anticipated date of delivery or adoption must accompany the written request for maternity or adoption leave.
- (c) Nothing in this clause shall prevent the Employer from requiring a pregnant Nurse from taking a leave of absence earlier than noted in (a) above, if it is considered that her

condition constitutes a hazard to herself or prohibits her from performing the normal requirements of her work unless she is able to produce a medical certificate otherwise.

- (d) Effective January 1st, 1991 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (S.U.B.) Plan, a Nurse who is on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between Seventy Five Percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following the completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Employer of the Nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Pregnancy Benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Nurses' 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.
- (e) Effective January 1st, 1993 on confirmation by the Unemployment Insurance Commission 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 Unemployment Insurance Parental Benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between Seventy Five Percent (75%) of the Nurse's regular weekly earnings and the sum of her weekly Unemployment Insurance Benefit and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Employer of the Nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment

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 regular hourly rate on her last day worked prior to the commencement of the leave times the Nurse's normal weekly hours,

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

10:07

It is understood and agreed that the Health Unit may grant leave of absence without pay or continuation of any benefits except seniority for educational purposes to broaden nursing knowledge to any full time Nurse who has a minimum of three (3) years' seniority. The Employer will not generally grant such leave of absence to more than one (1) Nurse at any one time nor for a period in excess of twenty-four (24) months in any three (3) year period to any individual Nurse.

10.08

Prepaid Leave

The Employer agrees to a prepaid leave program, funded solely by the Nurse, subject to the following terms and conditions:

- (a) The plan is available to Nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with part LXVIII of the Income Tax Regulations, Section 68.01, to enable them to take a one year leave of absence following the four (4) years of salary deferral.
- (b) The Nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.

- (c) One Nurse shall be permitted to be on prepaid leave at one time. The year for purposes of the program shall be September 1st of one year to August 31st of the following year, or such other twelve month period as may be agreed upon by the Nurse, the Association and the Employer.
- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four years of salary deferral, twenty percent of the Nurse's gross annual earnings will be deducted and held for the Nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held should be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Nurse.
- (h) All benefits shall be kept whole during the four 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 not accumulate during the period of leave. The Nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to OMERS will be in accordance with the plan. The Nurse will not be eligible to participate in the Disability Income Plan during the year of the leave.
- (i) A Nurse may withdraw from the plan at any time during the deferral portion provided three months' notice is given to the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the Nurse, within a reasonable period of time.

- (j) If the Nurse terminates employment, the deferred salary held by the Employer 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.
- (k) The Employer will endeavour to find a temporary replacement for the Nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the Nurse as much notice as is reasonably possible. The Nurse will have the option of remaining in the plan and re-arranging the leave at a mutual agreeable time or if withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The Nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave program will be subject to the Nurses' 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:
 - (a) A statement that the Nurse is entering the prepaid leave program in accordance with Article 10:08 of the Collective Agreement.
 - (b) The period of salary deferral and the leave period for which the leave is requested.
 - (c) 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 forms part of the written agreement.

ARTICLE 11 - ILLNESS ALLOWANCE

11:01 Effective March 1, 1988, in cases of absence due to non-occupational illness or accident, Nurse shall receive short term disability benefits as follows (pro-rated for part-time Nurses):

<u>Length of Service (seniority),</u>	<u>100% of Salary</u>	<u>75% of Salary</u>
(a) 3 months but less than 1 year	1 week	16 weeks
(b) 1 year but less than 2 years	2 weeks	15 weeks
(c) 2 years but less than 3 years	3 weeks	14 weeks
(d) 3 years but less than 4 years	4 weeks	13 weeks
(e) 4 years but less than 5 years	5 weeks	12 weeks
(f) 5 years but less than 6 years	7 weeks	10 weeks
(g) 6 years but less than 7 years	9 weeks	8 weeks
(h) 7 years but less than 8 years	11 weeks	6 weeks
(i) 8 years but less than 9 years	13 weeks	4 weeks
(j) over 9 years	17 weeks	0 weeks

11:02 Short Term Disability Benefits under Article 11:01 are payable for a period of up to seventeen (17) weeks, A Nurse's allotment of 100% weeks pursuant to 11:01 is based upon a calendar year and are automatically renewed each January 1st if a Nurse is working on that day.

11:03 A Nurse who is collecting Short Term or Long Term Disability Benefits on January 1st of a calendar year would not be entitled to a new allotment of 100% weeks until the Nurse has returned to work on a full time basis.

11:04 Successive absences from work due to the same non-occupational illness or accident shall be considered as being the same period of disability unless such absence from work is separated by seventy (70) consecutive hours worked as assigned by the Employer.

11:05 A Nurse may be required to produce a certificate from a qualified medical practitioner stating that the Nurse is unable to perform the Nurse's duties and indicating

the probable duration of the illness for any non-occupational illness or accident requiring absence from work in excess of three (3) working days, or, for one (1) working day prior to or following a paid holiday, certifying that such Nurse is unable to carry out the Nurse's duties due to illness or accident. After having notified the Nurse in writing, in advance, the Employer may require a doctor's certificate for any periods of illness prior to a Nurse being eligible for short term disability benefits as set out in Article 11:01. The Employer may, at its discretion, have a Nurse examined by a duly qualified medical practitioner mutually acceptable to the Employer and the Association in situations where a Nurse continuously utilizes short term disability benefits under this Article. Such discretion shall only be exercised upon written notice to the Nurse and the Association, and it is clearly understood that the report of the qualified medical practitioner selected hereunder shall only disclose whether or not the Nurse is medically fit to undertake all of the Nurse's duties and responsibilities, or what portion of the Nurse's duties and responsibilities the nurse is capable of undertaking, or when the Employer can reasonably expect the Nurse to return to work.

Failure to produce the required medical certificate within eight (8) working days of the date of absence may result in such days of absence being charged as leave without pay, provided that medical certificates, where required, shall not be submitted later than date of return to work.

- 11:06 More than seven (7) days of accumulated uncertified absence within a calendar year shall be taken as sick leave without pay.
- 11:07 When a Nurse is given leave of absence without pay for any reason, or is laid off on account of lack of work, she shall not be entitled to Short Term or Long Term Disability Benefits under this article during such leave or lay-off.
- 11:08 Nurses who receive benefits pursuant to the Workers' Compensation Act of Ontario, shall not

be entitled to Short Term or Long Term Disability Benefits.

11:09 The Employer will pay 100% of the cost of the premiums of a Long Term Disability Income Protection Plan, to enrol Nurses under a policy of insurance to provide coverage for a Nurse who has exhausted her Short Term Disability Benefits. Coverage shall be to a maximum of 66 2/3% of salary (maximum \$3,500.00 per month) and shall commence on the 120th day of total disability due to illness or accident (24 month "own occupation" limitation, benefits, where eligible to age 65).

11:10 Entitlement to Long Term Disability Benefits shall be subject to the terms and conditions of the insurance policy. The Employer agrees to use its best efforts on behalf of the Nurse where there is a dispute between the insurer and the Nurse.

11:11 (a) Sick leave credits which have been accumulated by Nurses pursuant to the terms and conditions of the previous Collective Agreement shall be frozen as at February 29, 1988. They shall be paid to a person having more than five (5) years' continuous service with the Employer, who ceases to be employed, or to her personal representative(s), an amount computed on the basis of her pay on date of leaving the service for a period equal to fifty (50) percent of the value of her credits or a fraction thereof, as at February 29, 1988, but the amount shall not exceed one hundred and thirty (130) of 260 accumulated days' pay. Sick leave credits will be paid to part time Nurses in accordance with this provision in the proportion that their part time hours bear to full time hours.

(b) Until a Nurse exhausts all sick leave credits frozen to Article 11:11 (a), unused sick leave credits may be utilized as follows:

1. A Nurse may take up to five (5) vacation days per year by converting two (2) sick leave credits to one (1) day of vacation.
2. A Nurse may take leave of absence for up to three (3) days per year where the Nurse is required to care for an ill spouse or an ill child by converting two (2) days'

sick leave credits to one (1) day of such leave;

3. A Nurse may top up short term disability benefits to a maximum of 100% of her regular pay or utilize sick leave credits on the basis of one third sick leave credit per day of absence to make up for any loss of pay under Article 11:04.

11:12 Any U.I.C. rebate as a result of implementation of sick leave plan shall be used to defray cost of premiums of income protection plan.

ARTICLE 12 - HOURS OF WORK

12 :01 Meetings related to community health (including pre-natal classes) and emergency visits outside the work period shall be regarded as overtime and compensation time off at the rate of time and one half (1 1/2) shall be scheduled. Such meetings and visits shall have the approval of the Director of Nursing. Nurses shall have the option of accumulating time off up to a maximum of one (1) week, such time to be approved by the Director of Nursing Service, which approval shall be given in a fair and consistent manner.

12 :02 In cases of agreement between the Director of Nursing and the individual Nurse, the provisions of Article 2:01 (b) pertaining to the five (5) day work week may be waived.

12 :03 Each Nurse shall only be required to teach two (2) series of pre-natal classes per year unless otherwise agreed to by the Nurse. In the event that the Employer is unable to secure sufficient coverage to assign pre-natal and post-natal classes to existing Nurses, the Employer may retain other qualified Nurses to teach pre-natal and post-natal classes and such Nurses shall be paid an amount equivalent to 3.5 hours pay at the casual rate of pay for each class.

ARTICLE 13 - PAID HOLIDAYS

13 :01 The following, or days celebrated in lieu thereof, shall be recognized as holidays to be paid for at regular salaries:

New Years' Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Last half working day before Christmas
Civic Holiday	Day (1/2 day p.m.)
Labour Day	Last half working day before New Year's Day (1/2 day p.m.)

13 :02 In order to qualify for such holiday, a Nurse must work her last scheduled working day before and her first scheduled working day after such holiday and must work on the holiday if she is scheduled to work, unless she is absent on any of such days with the permission of the Employer.

13 :03 In the event that a Nurse is scheduled to work on any paid holiday and works on the holiday, the Nurse shall be paid time and one half (1 1/2) the Nurse's regular hourly rate (or receive compensating time off in lieu thereof in accordance with Article 12) for all hours worked plus another day off with pay. Such day shall be at a mutually agreed upon time between the Nurse and the Nurse's Supervisor.

13 :04 Paid holidays shall be pro-rated for all part time Nurses.

ARTICLE 14 - VACATIONS

14:01 Full time Nurses covered by this Agreement shall be entitled to a vacation of twenty (20) working days with pay after one (1) year of service provided that regular part time Nurses shall be entitled to a maximum vacation of sixteen (16) working days after one (1) year of service. A Nurse employed for less than one (1) year shall receive a vacation on a pro-rata basis calculated at 1 2/3 days' vacation for each month of service during her employment period.

14:02 Full time Nurses covered by this Agreement who have completed eighteen (18) years (effective January 1, 1993 - fifteen (15) years) of service, shall be entitled to an annual

vacation of twenty-five (25) working days with pay.

- 14:03 Subject to Article 14:07, Nurses shall indicate their preference as to vacation. In the case of a conflict, preference between two or more Nurses, seniority shall govern. The scheduling of vacation shall be subject to the approval of the Director of Nursing, having regard to staffing requirements and the efficiency and requirements of the operation of the Employer.
- 14:04 When a holiday occurs during a vacation, a Nurse shall receive an additional day of vacation.
- 14:05 Annual vacation shall be taken during the vacation year in which the vacation entitlement accrues. Nurses may, with the approval of their Director, carry-over five (5) days of vacation into the next vacation year (pro-rated for part time Nurses).
- 14:06 When a Nurse's employment is terminated for any reason other than discharge for just cause she shall be entitled to that portion of her vacation pay which she has earned up to the date of such termination. When a Nurse is discharged for just cause she shall be entitled to vacation pay in accordance with the Employment Standards Act and not as provided in this Agreement.
- 14:07 A Nurse who wishes to take their annual vacation in an unbroken period may do so only in July and/or August unless the Employer otherwise agrees. Requests for vacation times shall be made by the Nurse as far in advance as possible and shall be scheduled by the Employer to meet the requirements of the Health Unit and the request of the Nurse. Vacation requests shall not be unreasonably denied.

ARTICLE 15 - BENEFIT PLANS

- 15:01 (a) Continuation of benefits during an approved leave of absence or lay-off will be permitted providing premiums continue to be paid by the Nurse, except that Nurses who are on pregnancy/parental leave will only be responsible for their share of premium costs,

if applicable, up to a maximum of thirty-five (35) weeks.

- (b) Benefits paid by the Employer for part time Nurses are pro-rated to the proportionate number of hours worked in accordance with Article 18:02.

15:02

PENSIONS

O.M.E.R.S. and Canada Pension Plan shall apply to the Nurses covered by this Agreement. The Employer will contribute fifty percent (50%) of the cost of this Plan.

15:03

HOSPITALIZATION

- (a) Full time Nurses will be enrolled in the Ontario Health Insurance Program if they are eligible for such enrolment immediately following their employment: One Hundred Percent (100%) of the billed premium for ward or semi-private benefits shall be paid by the Employer.
- (b) Regular part time Nurses will be enrolled in the Ontario Health Insurance Program if they are eligible for such enrolment immediately following their employment: One Hundred Percent (100%) of the billed premium for ward or semi-private benefits shall be paid by the Employer.

15:04

The Employer will pay One Hundred Percent (100%) of the cost of the premiums to provide life insurance equal to two times (2 x) annual salary, coverage being subject to the terms of the policy of insurance.

15:05

The Employer agrees to contribute on behalf of each eligible Nurse covered by this Collective Agreement, One Hundred Percent (100%) of the billed premium under an Extended Health Care Plan equivalent to the present Empire Life Insurance Company coverage which consists of Ten Dollars (\$10.00) single and Twenty Dollars (\$20.00) family deductible, with no co-insurance, subject to the terms and conditions of such plan.

- 15:06 Effective October 1st, 1992, the Employer agrees to contribute Seventy Five Percent (75%) of the premiums on behalf of each eligible Nurse (pro-rated for part time Nurses) necessary for enrolment in a Dental Plan (Empire Life - Level 1 - maximum One Thousand Dollars (\$1,000.00) per individual per calendar year or equivalent, October 1st, 1992 - 1991 O.D.A. Schedule of Fees, effective January 1st, 1993 - 1992 O.D.A. Schedule of Fees) and the Nurses hereby consent to having the remainder deducted from their pay cheques.
- 15:07 The Employer agrees to contribute one hundred percent (100%) of the premiums (pro-rated for part time Nurses) necessary to enrol Nurses in a Vision Care Plan \$100.00 every twenty four (24) months (effective January 1, 1993 - Two Hundred Dollars (\$200.00) every twenty-four (24) months.
- 15:08 The Employer shall provide the Association with the name of the carrier(s) which provides the benefit plans defined in Article 15. The Employer shall also provide the Association with a copy of all current information booklets.

ARTICLE 16 - COMPENSATION

- 16:01 Salaries and professional classifications are set forth in Appendix "A" and will remain in effect for the duration of this Agreement.

ARTICLE 17 - CAR ALLOWANCE

- 17:01 Effective January 1st, 1990 each full time Nurse covered by this Agreement who has or will be required to operate her automobile in the course of her employment shall be entitled to a car allowance of One Hundred Dollars (\$100.00) per month plus 12.43 cents per kilometer (effective April 1, 1990 - 18 cents per kilometer.)

In cases of a full time Nurse who is absent due to illness in excess of five (5) working days

the monthly car allowance shall be reduced by Five Dollars (\$5.00) per day.

- 17 :02 Effective January 1st, 1990 each regular part time Nurse covered by this Agreement who was or will be required to operate her automobile in the course of her employment shall be entitled to a car allowance of Five Dollars (\$5.00) per day plus 12.43 cents per kilometer (effective April 1, 1990 - 18 cents per kilometer.)
- 17:03 Effective January 1st, 1990 each part time Nurse who was or is required to operate her automobile in the course of her employment shall be entitled to a car allowance of Five Dollars (\$5.00) per day plus 12.43 cents per kilometer (effective April 1, 1990 - 18 cents per kilometer).
- 17 :04 The cents per kilometer provided in Article 17:01, 17:02, and 17:03 shall be adjusted on April 1st of each year by a percentage equal to the percentage change in the Transportation Component of the Consumer Price Index (Time Base 1981-Canada-wide) from the previous April to April of the year for which the change is being calculated. The Association shall be notified of any changes. The first adjustment pursuant to this Article will be made effective April 1st, 1991.
- 17 :05 Parking charges incurred while on duty away from the office will be reimbursed through expense accounts.

ARTICLE 18 - MISCELLANEOUS

- 18:01 Where the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.
- 18:02 Throughout this agreement, the entitlement to benefits, compensation, and pay may be pro-rated for part time Nurses. Wherever the terms and conditions of this Collective Agreement are pro-rated for part time Nurses the entitlement to the term or condition of employment shall be a percentage of the full time Nurses' entitlement based on the pro-ration which the



part time Nurses' regular weekly hours of work bears to the full time weekly hours.

ARTICLE 19 - DURATION

19:01 This Agreement shall remain in full force and effect from January 1, 1994 until March 31, 1996 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification shall be made not more than ninety (90) days prior to the termination date of this Agreement.

19:02 Negotiations with respect to renewal of this Agreement shall commence within fifteen (15) days of such notice.

SIGNED at Belleville this 11 day of April 1994

ON BEHALF OF
BOARD OF HEALTH HASTINGS AND
PRINCE EDWARD COUNTIES HEALTH
UNIT

ON BEHALF OF
ONTARIO NURSES' ASSOCIATION

[Signature]
[Signature]

[Signature]
[Signature]

APPENDIX "A"NOTES

1. Effective November 16, 1969, all Nurses were placed in the step of the Schedule applicable to their seniority in the Health Unit, except that no Nurse was placed at a salary beyond the 4th increment of the salary scale.
2. Effective March 2, 1975, upon introduction of the new seven year (7) incremental scale for PHN's and RN's and the new five (5) year incremental scale for R.N.A.'S, those members of the bargaining unit who had been at a maximum of the old scale for one or more years were placed in the appropriate level of the new scale.
3. Nurses hired after January 1, 1989, who have previous experience in another Public Health Unit (whether or not in the Province of Ontario) in the same professional category, shall be entitled to:
 - One (1) increment for one (1) previous years' experience:
 - Two (2) increments for two (2) previous year's experience:
 - Three (3) increments for three (3) previous year's experience:
 - Four (4) increments for five (5) or more year's of previous experience;Allowance for previous experience with a Community Health Nursing Agency other than a Health Unit, such as the VON, shall be based on the following, provided such experience was in the same general professional category:
 - One (1) increment for two (2) years' experience;
 - Two (2) increments for four (4) year's experience:
 - Three (3) increments for five (5) or more year's experience.

Allowance for previous experience in teaching and health promotion activity will be based on the following, provided such experience was in the same general professional category:

One (1) increment for three (3) year's experience;

Two (2) increments for five (5) or more year's experience.

4. (a) Nurses hired prior to October 1, 1974 will progress one increment on the salary scale on January 1st of each year.
- (b) Effective January 1, 1981, Nurses will progress one increment on the salary scale on her anniversary date of employment.
5. Nurses whose registration is pending shall be paid ten percent (10%) less than the starting salary in her category. Graduates who have been successful in the registration examination of the College of Nurses of Ontario, upon presentation of proof of success, shall be given Registered Nurses' salary or Public Health Nurses' salary retroactive to the date of the examinations, or date of employment, whichever is later. Nurses shall be on probation until proof of success is provided.
6. Salaries shall be as follows:

Classification

Start 1 yr. 2 yrs. 3 yrs. 4 yrs. 5 yrs. 6 yrs. 7 yrs 8yrs

Effective January 1, 1992

PHN	34709	35520	36332	37144	37956	38767	39578	40391
RN	32736	33549	34359	35171	35983	36795	37606	38418
RNA	24377	25074	25771	26468	27166	27863	28559	

Effective pay period following ratification:

PHN(deg.)	35209	36020	36832	37644	38456	39267	40078	40891
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Effective January 1, 1993

PHN(deg.)	35913	36740	37569	38397	39225	40052	40880	41709	42509
PHN	35403	36230	37059	37887	38715	39542	40370	41199	41999
RN	33391	34220	35046	35874	36703	37531	38358	39186	39986
RNA	24865	24575	26286	26997	27709	28420	29130		

7. For the purposes of determining placement of regular part time Nurses on the salary grid set out in paragraph 8 above, two hundred (200) full days worked shall be equivalent to one (1) year of service.

LETTER OF INTENTION

B E T W E E N :

BOARD OF HEALTH, HASTINGS AND PRINCE EDWARD
COUNTIES HEALTH UNIT

(hereinafter called the "Employer")

- and -

ONTARIO NURSES' ASSOCIATION

(hereinafter called the "Association")

The Employer and the Association acknowledge and agree to the principle of and implementation of flexible hours of work.

During the term of this Agreement, the Professional Committee will meet to discuss and endeavour to establish the parameters for the introduction of flexible hours of work as a basis for negotiations for the renewal of this Collective Agreement.

DATED at Belleville, Ontario this 11 day of April 1984.

FOR THE ASSOCIATION

per: Elizabeth Dewar

per: Mspeers Loc 31

per: _____

FOR THE EMPLOYER

per: McDonald

per: Lynn Youssef

per: _____

LETTER OF AGREEMENT

B E T W E E N:

BOARD OF HEALTH, HASTINGS AND PRINCE EDWARD
COUNTIES HEALTH UNIT

(hereinafter called the "Employer")

- and -

ONTARIO NURSES' ASSOCIATION

(hereinafter called the "Association")

The Employer and the Association acknowledge and agree that for the duration of the Collective Agreement Article 15:05 shall be amended to read as follows:

"The Employer agrees to contribute on behalf of each eligible Nurse covered by this Collective Agreement, one hundred percent (100%) of the billed premium under an Extended Health Care Plan equivalent to the present Empire Life Insurance Company coverage which consists of ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible with no co-insurance subject to the terms and conditions of such plan. Effective as soon as possible, the prescription drug portion of the plan shall provide for a direct pay prescription drug card subject to two dollars (\$2.00) payment per prescription with no ten dollar/twenty dollar deductible."

Dated at Belleville, Ontario this 11 day of April, 1994.

FOR THE ASSOCIATION

per: Chloeth Durr
per: M. Speers Loc 31
per: _____

FOR THE EMPLOYER

per: W. M. Paul
per: Lyn Yoreau
per: _____

'LETTER OF INTENT

B E T W E E N:

BOARD OF HEALTH, HASTINGS AND PRINCE EDWARD
COUNTIES HEALTH UNIT

(hereinafter called the "Employer")

- and -

ONTARIO NURSES' ASSOCIATION

(hereinafter called the "Association")

The Employer and the Association acknowledge and agree that Article 14.01 of the Collective Agreement shall be amended to read as follows:

"Full time nurses covered by this Agreement shall be entitled to a vacation of twenty (20) working days with pay after one (1) year of service. A nurse employed for less than one (1) year shall receive a vacation on a pro rata basis calculated at 1-2/3 days vacation for each month of service during her employment period.

"The above shall be prorated for part time nurses."

Dated at Belleville, Ontario, this 11 day of April, 1994.

FOR THE ASSOCIATION

FOR THE EMPLOYER

per: Elizabeth Dewar
per: M. Speer Loo31
per: _____

per: W. McFaul
per: Jan Young
per: _____

CORRESPONDENCE

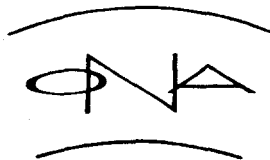
between

HASTINGS PRINCE EDWARD COUNTIES HEALTH UNIT

and

ONTARIO NURSES' ASSOCIATION

1. Letter from Ontario Nurses' Association to Employer extending collective agreement until March 31, 1996.
2. Letter from Employer to Association concurring.
3. Letter from Association to Employer outlining procedure.



ONTARIO NURSES' ASSOCIATION

The Woolen Mill, 4 Cataraqui Street, Unit 318, Kingston, Ontario K7K 1Z7 • Telephone (613) 545-1110 • Fax (613) 531-9043

November 30, 1993

Mr. Dale Jackson
Business Administrator
Hastings and Prince Edward Health Unit
179 North Park Street
Belleville, Ontario
K8P 4P1

REGISTERED MAIL

Dear Mr. Jackson:

RE: **COLLECTIVE AGREEMENT**

In accordance with the provisions of the Collective Agreement, the Labour Relations Act of Ontario and the Social Contract Act, the Union advises the Employer of its desire to extend the Collective Agreement until March 31, 1996.

Yours truly

ONTARIO NURSES' ASSOCIATION

 Elizabeth Dewar
Employment Relations Officer

/lh

cc: Julie Rivers, Local President
Sharon Faulds, Coordinator

Head Office: Toronto

Regional Offices: Ottawa • Hamilton • Kingston • London • Orillia • Sudbury • Thunder Bay • Timmins • Windsor



HEALTH UNIT

179 NORTH PARK ST., BELLEVILLE, ONTARIO K8P 4P1 (613) 966-5500 FAX (613) 966-9418

December 17, 1993

Ms. Liz Dewar, ERD
Ontario Nurses Association
4 Cataract St., Unit #318
KINGSTON, Ontario
K7K 1Z7

Dear Ms. Dewar

RE: Collective Agreement

Further to your letter of November 30, 1993, the Hastings & Prince Edward Counties Health Unit is in agreement with your desire to extend the Collective Agreement until March 31, 1996.

This item must be taken to the Board of Health in January, however, I do not anticipate any problems. Should you have any questions *please do not* hesitate to contact me, As well, if you would please advise me if you consider we will require a formal Letter of Agreement to cover the extension or whether our correspondence will suffice.

Yours truly

THE HASTINGS & PRINCE EDWARD
COUNTIES HEALTH UNIT

Dale Jackson
Director of Administration

DRJ/sa
Encl.

c.c. Dr. A. L. Noseworthy, Medical *Officer* of Health
Kees Kort, Templeman, Brady et al
Pat Brown, Director of Nursing

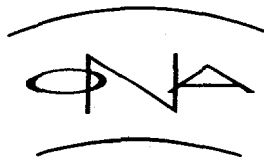
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FAX: (613) 476-2919

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ONTARIO NURSES' ASSOCIATION

The Woolen Mill, 4 Cataraqui Street. Unit 318. Kingston. Ontario K7K 1Z7 • Telephone (613)545-1110 • Fax (613) 531-9043

January 11, 1994

Mr. Dale Jackson
Business Administrator
Hastings and Prince Edward Health Unit
179 North Park Street
Belleville, Ontario
K8P 4P1

Dear Mr. Jackson:

RE: COLLECTIVE AGREEMENT

Further to our recent correspondence regarding the extension of the collective agreement until March 31st, 1996, please be advised that I do not believe it is **necessary** to sign a memorandum of agreement to this effect. Our correspondence should be sufficient • our letter proposing the extension and **your** letter accepting the proposal will be appended to the existing agreement. All that remains would be to redo the cover page to show the new expiry date.

Yours truly

ONTARIO NURSES' ASSOCIATION

Elizabeth Dewar
Employment Relations Officer

/lh

cc: Julie Rivers

Head Office: Toronto

Regional Offices: Ottawa • Hamilton • Kingston • London • Orillia • Sudbury • Thunder Bay • Timmins • Windsor