

SOURCE	County		
EFF.	92	01	00
TERM.	92	12	31
No. OF EMPLOYEES	115		
NOMBRE D'EMPLOYÉS	115		

COLLECTIVE AGREEMENT

BETWEEN

THE SIMCOE COUNTY DISTRICT HEALTH UNIT
 [HEREINAFTER REFERRED TO AS THE "EMPLOYER"]

- AND -

ONTARIO NURSES' ASSOCIATION
 [HEREINAFTER REFERRED TO AS THE "ASSOCIATION"]

FOR THE PERIOD

JUN 15 1994

JANUARY 1, 1992 TO DECEMBER 31, 1992

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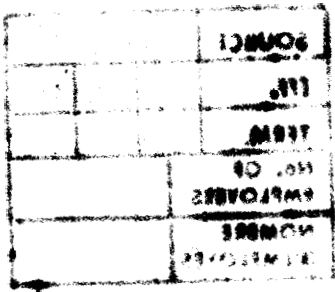


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ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.1 The general purpose of this Agreement is to establish 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 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.
- 1.2 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed by the Employer save and except Supervisors and persons above this classification.
- 1.3 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the duly chartered local.

ARTICLE 2 - REPRESENTATION AND ASSOCIATION SECURITY

- 2.1 The Employer will recognize a Negotiations Committee of up to four (4) Association representatives. Meetings of this committee and Employer representatives will be held at the request of either party at a mutually agreeable time. A representative of the Ontario Nurses' Association may attend all meetings in addition to the four (4) Association representatives.
- 2.2 The Employer will also recognize a Grievance Committee of up to three (3) Association members. This committee shall operate and conduct itself in accordance with the provisions of this Collective Agreement.
- 2.3 The Employer will pay such representatives at their respective salaries for all regular time lost in investigating or processing grievances and in negotiating renewals of the Agreement and while attending meetings with the Employer.
- 2.4 The Employer and Association agree that there shall be no discrimination on account of race, creed, colour, gender, sexual orientation, age, marital status or residence practised against any nurse.
- 2.5 The Employer will deduct, on the last pay of each month,

the monthly Association dues from the pay due to each nurse who is covered by this agreement. The Association shall notify the Employer in writing of the amount of such dues. The Employer will send to the Ontario Nurses' Association, Business Office, once each month its cheque for the dues deducted under this clause. The Employer shall also mail to the Ontario Nurses Association, Business Office, together with the above, post marked not later than the 20th of the following month a list showing the names, social insurance number of all nurses covered by this Agreement who had received a pay cheque on the pay date of the said deduction. The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

2.6 Upon employment a new nurse shall be given a letter of acceptance and a copy of the letter of acceptance containing information pertaining to classification, the office to which the nurse is assigned, social insurance number, home address, the need to provide a vehicle for employment and date of employment shall be given to the Association. Past experience and salary rate will be sent to the Association upon receiving written consent of the new nurse employed. If the nurse's employment should terminate for any reason the Association will be given the date the nurse's employment terminated.

2.7 a) A written evaluation of the nurse's work by the Immediate Supervisor will be discussed with each nurse before completion of probationary period and kept in the nurse's file, and thereafter, a written evaluation will be discussed with all nurses regularly on an annual basis, or sooner if deemed necessary by the Employer, and kept in the nurses' file. A nurse shall be given a copy of her evaluation.

b) If any letter of reprimand, suspension or other sanction is to be placed on the nurse's record, the Employer shall give written particulars of such letter to the nurse with a copy sent to the Association if so requested in writing by the nurse.

Such report shall be removed from the nurse's record after a period of eighteen (18) months provided that the nurse's record has been discipline free for twelve (12) months.

c) Upon request, a nurse may review her file and receive a copy of anything in her file.

- 2.8 A nurse may request a letter of reference and the Employer shall comply.
- 2.9 The Employer agrees to allow a representative of the Association fifteen (15) minutes during regular working hours to interview newly hired nurses.
- 2.10 a) The Employer agrees to take all reasonable measures to provide a working environment free from sexual harassment.
- b) Sexual harassment is defined as:
- 1) inappropriate touching, including touching which is expressed to be unwanted;
 - 2) suggestive remarks or other verbal abuse with a sexual connotation;
 - 3) compromising invitation;
 - 4) repeated or persistent leering at a person's body;
 - 5) demands for sexual favours.
- c) 1) The nurse will take up a complaint with her immediate supervisor or Director. The nurse shall be entitled to be accompanied by an Association representative.
- 2) The supervisor or Director will investigate and take appropriate action with utmost confidentiality and dispatch.
- 3) In the event, a nurse's complaint is not resolved satisfactory to her, she shall have the right to initiate a grievance at Step #3.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Association recognizes that the Employer retains the historical rights of management save insofar as they are modified by this Agreement.

ARTICLE 4 - DEFINITIONS

4.1 ~~Full-Time Nurse~~

Normally works seven (7) hours per day on a thirty-five (35) hour week, Monday through Friday-

4.2 Part-Time Nurse

Normally works up to seven (7) hours per day, but less than thirty-five (35) hours per week for at least ten (10) months each year and is available for work on a regular predetermined basis.

4.3 Casual Nurse

A nurse who is hired on an as needed or term and task on an interim basis and normally works up to seven (7) hours per day. Such term will not exceed twelve (12) continuous months. A nurse hired on this basis shall be deemed to be in the Bargaining Unit; however, the parties agree that such nurse shall have no claim to the position temporarily filled, beyond the fixed term as specifically agreed to by the said nurse and the Employer at the time of hire. However, if this nurse is hired as full-time or part-time nurse during her fixed term, then the time worked will be considered part of the probationary period for the full-time and part-time position.

4.4 Director of Nursing

Director of Nursing, for purposes of this Agreement, shall also mean Director of Home Care when applicable to nurses working in the Home Care Program who are covered by this Agreement.

4.5 All employees are entitled to a paid rest period of fifteen (15) minutes duration for every three and one-half (3-1/2) hours of work excluding one (1) hour for lunch per day.

4.6 Nursing programs for the purpose of this Collective Agreement shall mean Community Health Nursing Programs and Home Care Nursing Programs.

ARTICLE 5 - SENIORITY

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

5.2 A newly employed nurse shall be considered a probationary nurse until he/she has completed six (6) months continuous service for Full-Time nurses, or 910 hours or twelve months continuous service, whichever comes first [1st] for part-time service.

5.3 A seniority list of nurses save and except probationary and casual nurses showing each nurse's name and professional category and revised yearly as to length of service shall be sent to the Association by March 1st of each year and immediately prior to any lay-off. The list shall be settled by the Employer and the Association by the 1st of May in each and every year.

A list of probationary and casual nurses as of January 1st in each year will be sent to the Association by May 1st of each year.

5.4 In the case of lay-off or recall, seniority shall be the deciding factor. The Employer will meet with the Association two (2) months before the proposed lay-off. In the event of recall, the Employer shall notify the nurses by registered mail at the last recorded address by the Employer and the nurse shall notify the Employer within ten days from date of mailing of her intention to return. Probationary and casual nurses shall be laid off first.

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

- a) when on parenting leave;
- b) approved leave of absence with pay;
- c) when in receipt of Workers' Compensation for a period of two (2) years;
- d) when a nurse is off work due to illness for a period of two (2) years.

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

- (a) When a nurse is laid off due to reduction in nursing staff for a period of twenty-four (24) months after which all seniority rights cease to exist.
- (b) When a nurse who is transferred to a position outside of the bargaining unit is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the Bargaining Unit.

- (c) When a nurse is on a leave of absence without pay up to two (2) years after which all seniority rights cease to exist.
- (d) When a nurse is in receipt of Worker's Compensation in excess of two (2) years.
- (e) When a nurse is off work due to illness in excess of two (2) years.

5.7 Seniority shall be lost when a nurse is absent from work under the following circumstances:

- (a) resignation
- (b) discharged for just cause and not reinstated.

5.8 If a nurse resigns and is rehired within a one hundred eighty (180) day period, she shall not lose her place on the salary grid and the seniority list.

ARTICLE 6 - TRANSFER SYSTEM

6.1 All positions vacancies shall be posted on the bulletin boards of each individual office for ten (10) working days. When a position is posted which will not exceed one (1) year, the subsequent vacancy created by filling this posting may be filled at the Employer's discretion without reference to Article 6.2.

6.2 In cases where performance, ability and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotion, transfer or demotion.

6.3 A transfer system will be established for full-time and part-time positions. Under such a system, any nurse will be able to advise the Director of Nursing in writing, indicating her interest in working in another office or position of the Health Unit and the application will be considered when a full-time or permanent part-time vacancy occurs. Applications will be retained for a period of six (6) months.

6.4 A nurse will not be transferred permanently to another area of the Health Unit except by mutual consent.

ARTICLE 7 - SALARIES AND PROFESSIONAL CLASSIFICATION

- 7.1 Salaries and professional classifications are set forth in Schedule "A" and remain in effect for the duration of this Agreement.
- 7.2 When duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, the salary shall be negotiated; if the parties are unable to agree, such dispute may be submitted to arbitration. The salary shall be retroactive to the date the position was first established and filled.
- 7.3 A nurse who assumes any part of the supervisory duties relative to Nursing Programs within her own office normally performed by a Nursing Supervisor in this Health Unit or a nurse is assigned to supervise a specific county-wide nursing program, as assigned by the Director of Nursing in writing, shall be paid a responsibility allowance of six dollars and seventy-seven cents (\$6.77) per day.
- 7.4 When a nurse employed in one (1) classification is promoted to a higher classification, she will retain her vested right to the salary of her former classification and will be placed in the salary step of the new classification which is the next one (1) greater than her former salary.
- 7.5 Salary increments as outlined in the salary Schedule "A" shall be granted under the following conditions:
- (a) completion of twelve (12) months continuous employment in the full-time category; however if a nurse's absence without pay exceeds thirty (30) continuous calendar days, she will not accumulate service for the purpose of obtaining her increment for the period of the absence in excess of thirty (30) continuous calendar days.
 - (b) completion of 1,603 paid hours for a part- time or casual nurse.
- 7.6 Community Health Nurses with previous community health nursing experience in an official Public Health Agency, provided that there has been a time lapse of not more than five (5) years in employment, will be recognized on the following basis:
- (a) one (1) increment for each full year of such

experience to a maximum of one (1) level below maximum

- (b) related experience and education shall be given consideration by the Director of Nursing but in no instance shall the rate of pay exceed one (1) level below maximum.

7.7 Registered Nurses with previous nursing experience in an official Public Health Agency, provided there has been a time lapse of no more than five (5) years employment, will be recognized on the following basis:

- (a) one (1) increment for each full year of such experience to a maximum of one (1) level below maximum;
- (b) related experience and education shall be given consideration by the Director of Nursing but in no instance shall the rate of pay exceed one (1) level below maximum.

7.8 On-Call

- (a) A nurse who is required to remain available for duty on-call shall receive on-call pay in the amount of two dollars and fifty-four cents (\$2.54) per hour for each hour scheduled by the Employer. On-call pay shall cease when the nurse is called to work and works during the on-call period.
- (b) Where a nurse is called in to work when scheduled on call, she shall be paid her regular straight time hourly rate for a minimum guarantee of four (4) hours pay or time and one-half her regular straight time hourly rate for all hours worked, whichever is greater.

NOTE: The time in Articles 7.8(b) includes travel time.

ARTICLE 8 - PAID HOLIDAYS

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

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

- 8.2 If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as the holiday. Any other day proclaimed as a holiday by Federal or Provincial governments shall be recognized as an additional holiday. If a holiday listed above falls on a non-working day, this holiday will be granted on the next following work day.
- 8.3 The Float Day is to be taken at a mutually agreeable time but no later than December 31st of each year.
- 8.4 (a) Part-time nurses shall be entitled to holidays and paid for at their regular salary rates as detailed in Article 8.1 during their month of employment if the statutory holiday is their scheduled regular day of work. If the statutory holiday falls on a day of rest they will be paid a percentage of their salary based on their hired full-time equivalent.
- (b) Casual nurses will not be entitled to the statutory holiday provisions of (a) unless they have been employed for three (3) months and have worked twelve (12) days during the four (4) weeks preceding the statutory holidays.
- 8.5 In the event that a nurse is scheduled to work on New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day (July 1st), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day or Boxing Day and works on that holiday, she shall be paid her regular rate and an additional amount one and one-half (1-1/2) times her regular rate. If a nurse does not work a full seven (7) hour shift on a holiday, she shall be paid at the above rate for a minimum of three (3) hours or the hours worked, whichever is greater.
- 8.6 If statutory holidays fall within sick time or vacation time, they will be credited to the respective entitlement.

ARTICLE 9 - VACATION

- 9.1 Newly hired full-time nurses with less than one (1) full year's service shall be entitled to a vacation credit of 1.25 days for every month worked up to a maximum of fifteen (15) working days with pay.
- 9.2 Full-time nurses who have been employed for one (1) year but less than fifteen (15) years shall be entitled to a vacation of twenty (20) working days with pay for each

full year of employment.

- 9.3 Full-time nurses who have been employed fifteen (15) continuous years with this Health Unit shall be entitled to a vacation of twenty-five (25) working days with pay.
- 9.4 Full-time nurses who have been employed twenty-five (25) continuous years with this Health Unit shall be entitled to a vacation of thirty (30) working days with pay.
- 9.5 The current practice of permitting vacation to be taken prior to being earned, provided there is sufficient unpaid salary and benefits to cover the unearned vacation, shall be continued. Vacation time must be taken by December 31st of each year subject to Article 9.10.
- 9.6 Part-time nurses will be entitled to a similar vacation on a pro rata basis, based on hired or officially employed full-time equivalent. Nurses who have worked additional hours beyond their hired or official full-time equivalent will be paid a **six** percent (6%) premium in lieu of vacation credits for such additional hours. Entitlement will be calculated as it occurs and will be paid quarterly.
- 9.7 Casual nurses shall be entitled to a vacation allowance of six percent (6%) of all pay earned during the year.
- 9.8 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.
- 9.9 Vacations shall be taken at a mutually agreeable time to the nurse and Director of Nursing or her designate subject to the following conditions.
- (a) Nurses requests for vacation time during the months of June, July, or August must be submitted by May 1st of each year and reply shall be given by May 15th.
 - (b) Nurses requests for vacation time at Christmas/New Years must be submitted by September 15th of each year and a reply shall be given by September 30th.
 - (c) Nurses requests for vacation other than as provided in Section (i) and (ii) shall be considered on a first come first serve basis.
 - (d) The principle of seniority shall govern in cases of

conflict.

- 9.10 Nurses may carry over a portion not to exceed one-half of vacation entitlement to the following year for special reasons with approval of the Director of Nursing or designate provided the request to carry over vacation time is received by November 1st of each year and a reply shall be given by November 15th. Nurses hired between October 1st and December 31st of the current year will have their earned vacation balance as of December 31st carried over to the following year.

ARTICLE 10 - COMPENSATING TIME

- 10.1 a) When a full-time nurse works in the excess of seven (7) hours per day from Monday to Friday, when assigned by the Director of Nursing or designate shall be regarded as overtime and shall be compensated at straight time. Compensating time off shall be scheduled at a mutually agreeable time.
- b) When a part-time nurse works in excess of seven (7) hours per day Monday to Friday when assigned by the Director of Nursing or designate, the excess shall be considered overtime and shall either be paid at the nurse's straight time hourly rate or taken as compensation time. If a part-time nurse works in excess of thirty-five (35) hours in a one (1) week period she shall be paid at time and a half (1-1/2) the straight time hourly rate for the excess. All compensating time not taken by March 31st of the year shall be paid at straight time.
- c) Work on Saturday, Sunday and paid holidays shall be paid a minimum of four hours times a nurse's regular straight time rate or time and a half the nurse's regular straight time hourly rate for the hours worked, whichever is greater.
- 10.2 Nurses shall be allowed to accumulate and use the compensating time as defined in Article 10.1 to a maximum of five (5) days at any one (1) time. The nurse's request in writing must be submitted at least two (2) weeks in advance of the proposed compensating time being taken. However, nurses may be allowed to take compensating time of less than five (5) days at a time mutually agreed to by the nurse and the Supervisor. Any accumulated balance of compensating time will be frozen at the end of February. Time taken during March will be deducted from the accumulated balance until depleted. Any remaining balance at the end of March 31st will be

paid at the rate of one and a half (1-1/2) times the nurse's straight time hourly rate. A separate running balance will be started with time accumulated during March of each year.

ARTICLE 11 - SICK LEAVE

- 11.1 The Employer will assume total responsibility for providing and funding a Short Term Sick Leave Plan for nurses.
- 11.2 Full-time nurses will accumulate illness allowance on the basis of one and one-half (1-1/2) working days with salary for each month of service or, its equivalent to a maximum of one hundred and ten (110) days.
- Part-time nurses who are hired at a .6 FTE or greater will be entitled to a similar accumulation of illness allowance on a pro-rata basis, based on hired FTE.
- 11.3 Illness allowance credits continue to accrue for all nurses on the basis referred to in 11.2 for full-time nurses, and part-time nurses except the method for determination of the allowance allowed for the accumulation of illness allowance credits for time wherein the nurse actually is absent due to an illness shall be as follows:
- (a) from one (1) to nine (9) days only, full monthly credit allowed
 - (b) ten (10) to nineteen (19) days only, one-half of monthly credit allowed
 - (c) twenty (20) days and over, no monthly credits allowed for full term of illness as defined herein.
- 11.4 Full salary shall be continued for an absence caused by sickness, accident or hospitalization, until the nurse has exhausted his/her accumulated sick leave credits. Thereafter, the nurse shall receive seventy-five percent (75%) of full salary for continued absence. Payment under this provision shall not exceed seventeen (17) weeks per occurrence.
- 11.5 If an employee completely recovers and returns to work for two (2) or more weeks or does not completely recover but returns to work for at least a month, a recurrence of the same illness or disability will be considered separate and unrelated.

- 11.6 After being absent due to illness, the Employer may require that a nurse present a certificate from a duly qualified medical practitioner certifying the inability of the nurse to attend to her duties for the Employer.
- 11.7 An employee shall be provided with an annual statement of the sick leave credit gratuities accumulated to his or her credit. This statement shall be signed by the D.A.P.S., and shall be given to the employee on or before January 31st of each year.
- 11.8 A nurse who leaves employment due to illness before one half (1/2) of his/her work day is completed and does not return that day shall be deemed to have used a one-half day sick day credit.
- 11.9 Illness due to pregnancy will be covered by the short term sick leave plan except when the nurse is in receipt of maternity leave benefits from U.I.C.
- 11.10 The Employer shall continue to pay the premiums for benefit plans for nurses who are on paid leave of absence, parenting leave and sick leave benefits. For nurses who are on Worker's Compensation, U.I.C. or L.T.D. benefits will be paid for a period of up to one (1) year.
- 11.11 a) When the current sick leave plan was established November 1, 1988, all nurses employed as of that date had their accumulated sick leave credits frozen. This credit was placed in an account known as "ONA Sick Leave Bank". This bank can be used as per:
- (1) used to supplement current sick leave or,
 - (2) be paid out to the employee in accordance with Article 11.11 (b).
- b) All eligible nurses will receive a pay out of fifty percent (50%) of their "Bank" upon termination up to a maximum of one hundred and thirty (130) days based on the following formula:
- (1) Five years full-time equivalent service (9,100 hours) 50% x bank x salary at time of termination:
 - (2) Less than five (5) years full-time equivalent

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

Accumulation of **sick** leave credits as per Article 11.2 will commence as of November 1, 1988 or date of hire, whichever is later.

- 11.12 Nurses on benefits will be permitted to use up to a maximum of five (5) days of sick leave credits per year to attend to family related business. This provision will be pro-rated for part-time staff based on their hired FTE. Family related business is defined as anything related to the care of dependants, parents, grandparents, etc.
- 11.13 Time off for Doctor and Dentist may be allowed by the Director of Nursing. The nurse must complete an "Employee Absence Form" indicating the amount of time off. This form will be forwarded to Personnel and a record kept of the time off. Once the accumulated time off totals seven (7) hours, a sick day will be deducted from the employee's balance for the year. This will be reviewed annually.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.1 All applications for a leave of absence, including educational leave and personal leave, with or without pay, are to be made in writing to the Director of Nursing or designate. The application must include the reason or reasons for the requested leave of absence and the requested starting date of the leave of absence and the proposed date to return to work. Such leave shall not be unreasonably denied.
- (a) the Director of Nursing or designate may approve such application for time period up to three (3) months, or
 - (b) the Director of Nursing will submit her recommendation to the Board of Health with the request for a leave of absence in excess of three (3) months.
 - (c) All requests will be replied to in writing by the Director of Nursing.
- 12.2 The Employer will grant Bereavement Leave of Absence in accordance with the following principles:
- (a) In the event of the death of a member of the nurse's family, that is, father, mother, brother, sister, spouse, ex-spouse, grandchild, grandparent, children, mother-in-law, father-in-law, or relative

permanently residing in the employee's household, the Employer will grant three (3) day's Leave of Absence with pay.

- (b) In the event of the death of a nurse's relative other than in (a), the Employer will grant one (1) day Leave of Absence with pay.

12.3

Leave of absence, without pay, for parenting leave for a period of up to twelve (12) months will be given to nurses. This will constitute seventeen (17) weeks pregnancy leave, eighteen weeks (18) parental leave and seventeen (17) weeks leave of absence without pay under the following terms and conditions:

- (a) Application must be made in writing to the Director of Nursing or designate and include starting date and return date.
- (b) Seniority will continue to accumulate.
- (c) The nurse will return to her former position on expiration of her leave of absence.
- (d) The nurse must make known in writing at least four (4) weeks prior to the expiration date of her leave of absence of her intentions of returning to work. The Director of Nursing shall immediately respond to this letter. A nurse may request an earlier return from her leave with thirty (30) calendar days notice.
- (e) All group benefits for which the Employer is responsible will be continued for the first seventeen (17) weeks of pregnancy leave and the eighteen (18) weeks of parental leave.
- (f) Nurses on leave beyond seventeen (17) weeks must advise the Employer if they wish benefits continued and must arrange to provide the Employer with post-dated cheques covering the cost of such benefits.

12.4

Leave of absence without pay, for adoption, for a period up to twelve (12) months will be given to nurses. This will constitute eighteen (18) weeks parental leave and thirty-four (34) weeks leave of absence without pay under the following terms and conditions:

- (a) Application must be made in writing to the Director of Nursing or designate and include starting date and return date.

- (b) Seniority will continue to accumulate.
- (c) The nurse will return to her former position on expiration of her leave of absence.
- (d) The nurse must make known in writing at least four (4) weeks prior to the expiration date of her leave of absence of her intentions of returning to work. The Director of Nursing shall immediately respond to this letter. A nurse may request an earlier return from her leave with thirty (30) calendar days notice.
- (e) All group benefits for which the Employer is responsible will be continued for the first seventeen (17) weeks of pregnancy leave and the eighteen (18) weeks of parental leave.
- (f) Nurses on leave beyond seventeen (17) weeks must advise the Employer if they wish benefits continued and must arrange to provide the Employer with post-dated cheques covering the cost of such benefits.

12.5

Effective December 31, 1991, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Health Unit's Supplemental Unemployment Benefits (SUB) Plan, a nurse who is on parenting leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance benefits pursuant to sections 18 and/or 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 her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Health Unit of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy and parental leave benefits for a maximum of fifteen (15) and ten (10) weeks respectively. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The employee does not have any vested right except to receive payments for the covered unemployment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the

Plan.

12.6 Leave of Absence without pay to attend to Association business will be granted to a maximum of thirty (30) working days per year in total for the whole Association provided a written request has been received by the Director of Nursing at least two (2) days in advance. During such leave of absence the nurse's salary shall be maintained by the Health Unit and the Local Association agrees to reimburse the Health Unit in the amount of the full cost of such salary. The Health Unit will bill the Local Association within a reasonable period of time.

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

A nurse who is elected to the Board of Directors and/or nurses who are elected to provincial committees of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of fifty (50) days annually. Such leave of absence to be given on receiving ten (10) days written notice to the Employer. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leave of Absence for Board members of the Ontario Nurses' Association will be separate from the Association Leave provided in part 12.5 above.

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

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

(i.e. vacation, pension contributions, medical, statutory holidays, sick leave, insurance, etc.)

12.9 It is understood and agreed that the combined provisions of 12.7 and 12.8 shall apply to only one (1) employee in any one (1) given contract year.

12.10 Time granted for medical appointments of one (1) day or

more will be considered allowable sick time.

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

ARTICLE 13 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL PROGRAM

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

These shall include:

- (a) an orientation program for new nurses.
- (b) An in-service educational program averaging at least eight (8) days per year for full-time nurses. Part-time nurses are to attend in-service days that are directly applicable to their employment with the Health Unit. Casual nurses shall be given the opportunity to attend with or without pay at the discretion of the Employer.
- (c) Attendance at conventions, conferences and education courses

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

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

The Employer agrees to the full payment of registration fees and expenses per nurse to attend the Ontario Public Health Association and Annual Home Care conventions; the actual number of nurses and duration of attendance to be subject to the approval of the Director of Nursing.

- (d) Up to a maximum of twenty (20) nurses in total who are members of the Registered Nurses' Association of Ontario (R.N.A.O.) or Canadian Nurses' Association will be permitted to attend, either

annual meeting of the respective Associations for at least one day per year, without loss of salary.

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

ARTICLE 14 - BENEFITS

14.1 Pensions

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

14.2 The Employer will provide a major~~r~~ medical plan, long term disability plan, vision care plan, dental plan and life insurance benefits pursuant to a Prudential Insurance of America proposal attached as a Schedule B.

The Employer will pay one-hundred percent (100%) of the billed premiums except for the dental plan for which the Employer will pay eighty percent (80%) of billed premiums until January 1, 1992 at which time the Employer will pay one-hundred percent (100%) of the billed premiums. The reimbursement of the dental claims as at the current ODA rate of less two (2) years.

The Employer, with the approval of the Association, may replace the Prudential plan with a comparable or better plan. The Employer will not change any of the benefit plans without the agreement of the Union.

14.3 Workers' Compensation

The Employer shall provide coverage for nurses under the Workers' Compensation Act.

14.4 If a nurse is entitled to receive Workers' Compensation, she may choose to turn over to the Employer all moneys

received for such compensation, in which case the Employer will continue to pay said nurse 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 payment.

- 14.5 Nurses may retire as set out in OMERS.
- 14.6 The Employer shall provide all nurses in its employ with copies of their benefits.
- 14.7 Part-time nurses who work less than twenty (20) hours per week will be paid thirteen percent (13%) in lieu of benefits including statutory holiday pay (Article 8.1); nurses who are or become members of OMERS shall be paid nine percent (9%) in lieu of benefits including statutory holiday pay (Article 8.1). This provision shall be effected date of ratification and is not retroactive.

ARTICLE 15 - TRANSPORTATION

15.1 All nurses governed by this Collective Agreement are required to use their personal vehicle for Health Unit business. In exceptional circumstances the Employer may provide a leased vehicle upon the request of the nurse, each case to be judged on its own merit. The Employer agrees to reimburse the nurse for the use of her car per the following formula:

0	-	6,000	-	\$0.35/km.
6,001	-	15,000	-	\$0.28/km.
15,001	-		-	\$0.21/km.

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

- 15.2 A nurse, requested by the Director of Nursing, to work out of their normal district on a temporary basis when a position needs to be filled and an employee is not available to fill this position, will be compensated for the distance travelled to the new area of employment. The Director of Nursing is to see that this is on a temporary basis only.
- 15.3 The Employer will reimburse nurses for emergency towing over and above the basic C.A.A.
- 15.4 Salary and transportation allowance will be paid to part-time nurses to allow attendance at staff education

approved by the Employer.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Parties to the agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provision contained in the Article, any nurse and/or the Association may present a complaint at any time without recourse to the formal written procedure described herein,

16.2 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, pertaining to the specific provisions of this Agreement, she may file a grievance against the Employer. All grievances shall be in writing and shall contain a statement of the facts giving rise to the grievance and shall be filed in accordance with the procedure outlined in this Article. The following shall be the procedure in processing and handling grievances:

Step No. 1

The nurse and/or representative of the Association shall take the matter up with her Supervisor within thirty (30) working days after the circumstance giving rise to the grievance has occurred and the Supervisor shall give her decision in writing within five (5) working days of receipt of the grievance.

Step No. 2

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

Step No. 3

If the grievance is not settled at Step No. 2, the Grievance Committee may, within ten (10) working days of the date of receiving the answer of the Director of Nursing [or if no answer is received under Step 2 then

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

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

16.3 Where a difference arises between the parties relating to the interpretation, application or administration of the Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedures established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within three (3) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second [2nd] of them appoint an arbitrator, or if the appointee fails to agree upon a Chairman within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any nurse affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

16.4 The Arbitration Board shall not have any authority to alter or change any of the provisions of the Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairman.

16.5 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 Procedures.

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

16.7 Policy Grievance

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

16.8 Discipline Grievance

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

ARTICLE 17 - MISCELLANEOUS

17.1 A physical examination by a qualified physician is required within thirty (30) days before employment of a nurse is finalized by the Director of Nursing. The physician's report shall be submitted to the Director of Nursing.

The purpose of this examination shall be to determine if the prospective employee is physically able to perform the job for which the nurse is being considered.

If the nurse's medical coverage does not pay for this medical examination, the Simcoe County District Board of Health shall pay the cost for the medical examination.

Tuberculosis screening by skin test and/or chest x-ray shall be carried out in accordance with the Policies, as established from time to time, by the Board of Health.

17.2 Malpractice Insurance

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

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

17.4 All nurses shall present their College of Nurses Certificate of Competence or proof of payment of same to their supervisor by February 15th of each year. In instances where a nurse presented proof of payment, the nurse must still present her Certificate of Competence, when received, to her supervisor.

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

17.6 Pay cheques shall be distributed on Thursday and received no later than Friday. Nurses may make arrangements to pick up pay cheques on Thursday at the Midhurst office.

ARTICLE 18 - COURT ATTENDANCE

18.1 Jury and Witness Duty

If a nurse is required to serve on a jury panel or as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or as a witness at a hearing of the College of Nurses of Ontario, or is required by subpoena to attend a court of law or Coroner's Inquest in connection with a case arising from the nurse's duties at the Health Unit, the nurse shall not lose regular pay because of such attendance provided that the nurse:

- (a) notifies the Employer immediately upon notification that she will be required to attend at the hearings referred to herein.
- (b) presents proof of service to the Employer requiring such attendance.
- (c) deposits with the Employer an official receipt when



available covering the full amount of the compensation received, excluding mileage, travelling, and meal allowance.

ARTICLE 19 - DURATION OF AGREEMENT

- 19.1 This Agreement shall be for a period of one (1) year commencing on the 1st day of January, 1992 and ending on the 31st day of December, 1992.
- 19.2 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days prior to the termination date of this Agreement.
- 19.3 Negotiation with respect to renewal of the Agreement shall commence within fifteen (15) days of such notice, or within such period of time as mutually agreed to by the parties.
- 19.4 All employees in the bargaining unit as of January 1, 1991 are entitled to retroactivity on the basis of the wage increase, times (x) hours paid since January 1, 1991. The Employer will notify employees who have left its employ prior to the date of settlement, at the last address recorded with the Employer, and will provide the Association with a copy of the notices sent. Former employees will have sixty (60) days from the date of notification to claim retroactivity.

Car allowance will be retroactive to January 1, 1991.

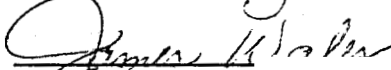
SIGNING PAGE

SIGNED AT MIDHURST, ONTARIO, THIS 27 DAY OF January, 1993.

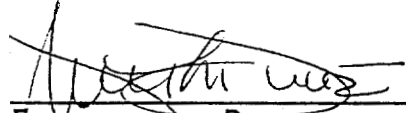
SIMCOE COUNTY DISTRICT
BOARD OF HEALTH


WILLIAM HUTTON


D. BULTER-JONES, M.O.H.


JAMES WALES, CHAIRMAN, BOARD

ONTARIO NURSES' ASSOCIATION


EMPLOYMENT RELATIONS OFFICER

SCHEDULE "A"SALARY SCHEDULE - 1991

		<u>CHN - DEGREE</u>	<u>CHN - DIPLOMA</u>	<u>R. N.</u>
Start	- Annually	38,184.00	37,838.00	35,617.00
	- Hourly	20.98	20.79	19.57
Level 1	- Annually	39,348.00	39,002.00	36,800.00
	- Hourly	21.62	21.43	20.22
Level 2	- Annually	40,513.00	40,203.00	37,965.00
	- Hourly	22.26	22.07	20.86
Level 3	- Annually	41,678.00	41,332.00	39,148.00
	- Hourly	22.90	22.71	21.51
Level 4	- Annually	43,261.00	42,897.00	40,713.00
	- Hourly	23.77	23.57	22.37

SCHEDULE "B"

SIMCOE COUNTY HEALTH UNIT

Life Insurance:

- (a) two (2 times annual salary
- (b) terminates at age 65 or retirement
- (c) maximum benefit - as high as possible
- (d) reduces to 50% at age 65 to maximum of \$10,000.00

A.D. & D.:

- (a) to principle sum of life insurance

Long Term Disability:

- (a) benefits amount:
 - 75% of monthly earnings
 - maximum - as high as possible
- (b) benefit commences:
 - after 17 weeks
- (c) benefit duration:
 - to age 65
- (d) offset:
 - primary C.P.P. offset only
- (e) all sources maximum:
 - as high as possible to 100% (at least 85%)
- (f) definition:
 - 24 month own occupation (at least)
 - longer definition for own-occupation if possible
- (g) benefits are taxable
- (h) the pre-existing condition limitation will not apply for nurses on staff as of implementation of the plan

Major Medical

- (a) semi-private hospital
 - no deductible
 - no co-insurance
 - no maximum

- (b) prescription drugs and professional services:
 - deductible - single \$10; family \$20
 - no co-insurance
 - no overall maximum
 - includes hearing aids
 - private duty nursing

Note: Quote Drug Plan equivalent to Blue Cross Formularies One and Three (see attached)

Vision Care

- (a) \$250 every 24 months
- (b) includes eye glasses or contact lenses

Dental Plan

- (a) basic preventive
 - equivalent to Blue Cross #9
 - 100% reimbursement
 - unlimited maximum
 - list of dental services attached

- (b) restorative/ prosthodontics
 - maximum \$1000 per year per individual
 - 100% co-insurance

Note: O.D.A. schedule two years behind current.

ONTARIO BLUE CROSS FORMULARIESONE

All drugs that require a medical doctor's prescription to receive them in Ontario and are listed in the Ontario Blue Cross Formulary

Ontario Schedules

E, F, G, & N

Schedules referred to are more precisely described in the Health Disciplines Act, Regulations of Ontario

THREE

All items shown in Formulary One

Plus

Drugs in **the** following categories considered "Life Sustaining" i.e. Heart disease, Parkinsons disease, Cystic Fibrosis, Tuberculosis, etc.

Anti Anginal agents
 Anti Cholinergic
 Anti Parkinsonian agents
 Anti Arrhythmic therapy
 Bronchodilator
 Anzymatic Zonulolytic
 Fluoride

Hypercholesterolemia therapy
 Hyperthyroidism
 Oral Fibrinolytic
 Parasympathomimetic
 Potassium Replacement therapy
 T.B. therapy
 Topical Enzymatic Debriding
 agents

APPENDIX "A"GENERAL GUIDELINES FOR BUSINESS USE OF PRIVATE VEHICLES

1. The Board of Health authorizes the use of private motor vehicles for business purposes. Employees are reimbursed for the use of their vehicles by a mileage allowance which is Article 15 of the collective agreement and is considered reasonable by the Board.
2. Employees will be considered on business under the following conditions:
 - (a) When travelling on business to and from their assigned Health Unit office in the course of their business day.
 - (b) When travelling from home to a business, contact, client, meeting, etc. at the start of the business day (there is no need to report to the office).
 - (c) When travelling to and from conferences, conventions, etc. even when these are held outside normal working hours.
3. Employees are not considered on business when:
 - (a) They travel to and from home to the office at the start and close of their business day; and
 - (b) On leaving the last business contact, client, meeting, etc. of the day they proceed directly home without returning first to the office.
4. All employees who use their vehicles for business purposes are encouraged to carry business insurance in addition to regular insurance coverage.
5. The Board of Health will carry non-owned automobile insurance coverage which will indemnify the Health Unit against any claim arising from the business use of employee's vehicles. Employees are responsible for the proper care and handling of their own vehicles and are required to carry at least one million dollar liability coverage.

.....cont'd

APPENDIX "A" [CONTIHUED]

6. In the event that an employee's own vehicle is in repair and unavailable, it is the employee's responsibility to secure an alternate vehicle at own cost. A request to use a health unit vehicle may be submitted and will not be denied if a vehicle is available.
7. Employees are encouraged to carry C.A.A.
8. Passengers are not permitted to be transported by employees in their private vehicles while on health unit business except for health unit purposes. Employees offering lifts to personnel outside of health unit purposes do so at their own risk.
9. All fines, etc. for traffic violations are the responsibility of the driver.
10. Submit claim for parking meter money to office secretary for reimbursement from petty cash.
11. Mileage to be submitted no later than the first week of each month to Midhurst Office.