

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE BOARD OF HEALTH OF THE LEEDS, GRENVILLE  
& LANARK DISTRICT HEALTH UNIT**

**(hereinafter called the "Employer")**

**- and -**

**ONTARIO NURSES' ASSOCIATION  
and its Bargaining Unit at the Employer under Local 137**

**(hereinafter called the "Association")**

April 1st, 2009 to March 31st, 2011

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and ONA and its bargaining unit at the Employer under Local 137. 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.

## **ARTICLE 2 - RECOGNITION**

- 2.01 It is recognized that nurses and the employer wish to co-operate to provide the best possible public health services.

The Employer, that is the Board of Health, recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed by the Employer save and except Supervisors of Nursing and those above that position.

- 2.02 The Ontario Nurses' Association recognizes its continuing responsibilities as a party to this Agreement but all references to officers, representatives, and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the Ontario Nurses' Association on whose behalf this Collective Agreement has been entered into by the Ontario Nurses' Association.

- 2.03 The Employer agrees that it shall not assign work normally performed by any member of the bargaining unit to another employee out of the bargaining unit if such re-assignment results in the lay-off of a nurse.

## **ARTICLE 3 - REPRESENTATION AND ASSOCIATION SECURITY**

- 3.01 The Employer shall recognize the following committees from the bargaining unit as Association representatives:

- (a) The Grievance Committee, comprised of up to three (3) nurses, will process all grievances through the grievance procedure and assist nurses in the preparation of any complaints or grievances that may arise subject to Article 12;
- (b) The Negotiation Committee, comprised of three (3) nurses, will negotiate renewals of this Agreement with the Employer as required; and

(c) The ONA/Management Committee, comprised of three (3) nurses from the bargaining unit, will:

- (i) discuss matters arising out of the interpretation or administration of this Agreement which are not the subject matter of a grievance;
- (ii) discuss any changes in rules, policies, procedures or programs affecting members of the bargaining unit prior to their implementation by the Employer; and
- (iii) discuss other matters of concern.

The Employer shall meet with the ONA/Management Committee at mutually agreeable times, or as provided by the terms of this Agreement, and in any event there shall be at least one meeting every three (3) months. The party requesting a meeting shall provide the other with an agenda as early as reasonably possible prior to the meeting.

A representative of the Ontario Nurses' Association may attend meetings if so requested by either party.

(d) Multi-Workplace Joint Health and Safety Committee

- (i) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Health Unit in order to prevent injury and illness and accordingly, have agreed upon terms of reference for the Multi-Workplace Joint Health and Safety Committee.
- (ii) The Employer agrees to accept as a member of its Multi-Workplace Joint Health and Safety Committee, two (2) representatives selected or appointed by the Association from amongst bargaining unit employees.
- (iii) The Employer agrees to abide by the provisions of the ***Occupational Health and Safety Act of Ontario 1990***, to the extent that it applies to its operation.

(e) Financial Advisory Committee

- (i) One nurse who represents the Association will sit on the Financial Advisory Committee. The Association

will be allowed an alternative representative to this Committee.

The Employer shall be notified in writing of the names of the nurses on each of the Committees and whenever any changes occur.

- 3.02 The Employer will deduct from the pay due to each nurse a sum equal to regular monthly Association dues for each month in which a nurse works.

The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Association once each month its cheque for the dues deducted under this clause together with a list showing each nurse's name, Social Insurance Number and amount deducted per nurse. In addition, should dues be included in any month on behalf of a nurse(s) that are attributed to a prior month, the months(s) will be indicated.

The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

- 3.03 Neither party to this Agreement nor representatives of the parties shall discriminate against any nurse because of the nurse's participation in or lack of participation in the Association.

- 3.04 The Association will not engage in Association activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Chief Executive Officer or his/her designate.

- 3.05 During the orientation period an officer or representative of the Association shall be allowed a reasonable period of time within regular working hours, not to exceed one-half hour, to interview such nurse or nurses. If the time allowed is inadequate for such interview, permission may be requested from the supervisors of the representative and the employee for additional time. Such requests shall not be unreasonably denied.

- 3.06 The Association may elect or otherwise appoint one (1) representative in each office to assist nurses in the presentation of grievances under Article 12 of this Agreement. The Employer shall be kept currently advised on the names of such representatives.

- 3.07 The Employer shall provide the Association with names, addresses, and offices of employment of new nurses within one (1) month of their

starting date as well as advising the Union on a monthly basis of nurses who are no longer employed by the Employer.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

4.02 The Association acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer and suspend nurses and also the right of the Employer to discipline or discharge any nurse for just cause, provided that a claim by a nurse that she/he has been dealt with contrary to the provisions of this Agreement, or that she/he has been disciplined or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

4.03 The Association further recognizes the right of the Employer to operate and manage the Health Unit in all respects in accordance with its commitments and its obligations and responsibilities as follows:

- The right to decide on the number and type of nurses needed by the Employer at any time;
- the number and location of offices, clinics required at any time;
- the right to use modern methods, machinery and equipment;
- the jurisdiction over all its required offices, are solely and exclusively the responsibility of the Employer.

The Employer also has the right to make and alter from time to time rules and regulations to be observed by the nurses. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

4.04 (a) In the case of a transfer of a nurse from one office to another at the request of the Employer, the Employer agrees to pay the cost of moving household furnishings and personal goods from the municipality in which the nurse is located to the municipality to which she/he is transferred, provided:

- (i) The nurse obtains and the Employer approves the cost estimate prior to such move, and
- (ii) The nurse moves her place of residence within six (6) months following the date of such transfer.

- (b) In the case of a transfer of nurses from one office to another because of a request by the nurse or because of the exercise of seniority under this Agreement, the nurse concerned shall bear any costs involved in moving from one geographical location to another.

4.05 A copy of this Agreement in mutually suitable form will be issued by the Employer to each nurse within thirty (30) days of the signing of this Agreement, and to each new nurse hired. Costs will be borne by the Employer.

## **ARTICLE 5 - RELATIONSHIPS**

5.01 Each of the parties hereto agree that there will be no discrimination against any nurse within the meaning of the *Ontario Human Rights Code*, as may be amended from time to time.

5.02 **No Strike - No Lockout**  
In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Association agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slowdown, or stoppage of work either complete or partial and the Employer agrees that there will be no lockout.

5.03 No nurse shall be required to undertake the care of a client when to do so would be incompatible with the Code of Ethics of the nursing profession and *the College of Nurses of Ontario Standards of Care* or place the nurse in violation of the regulations passed under the provisions of *The Regulated Health Professions Act*, as may be amended from time to time, except in an emergency situation where the provision or withdrawal of service would place a client's life in immediate danger.

## **ARTICLE 6 - SENIORITY**

6.01 Seniority for full time nurses shall be defined as the length of continuous service with the Employer since the last date of hire but shall not include any leaves of absence without pay of more than thirty (30) calendar days unless otherwise provided herein. Seniority for part time, term and casual nurses will be calculated in accordance with their actual straight time hours worked as recorded on their approved timesheets submitted for each calendar year by January 31 of the following year. A newly hired nurse shall be considered probationary until she has successfully completed the requisite probationary period. After successful completion of the probationary period, the nurse's name will be placed on the seniority list and such seniority shall date

back to the last date of hire.

- 6.02 The probationary period for all full time permanent nurses shall be six (6) months. The probationary period for all part time (permanent and temporary), full time (temporary) and casual nurses shall be for a period equal to six (6) months time actually worked not to exceed two (2) years. The Employer may discipline or terminate the employment of a probationary employee for just cause. Such discipline and/or termination shall be at the sole discretion of the Employer and shall not be subject to the grievance or arbitration process.
- 6.03 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
- (a) when on approved leave of absence with pay;
  - (b) when on an approved leave of absence without pay of less than thirty (30) calendar days;
  - (c) when in receipt of short term disability benefits;
  - (d) when in receipt of Workplace Safety and Insurance Act benefits;
  - (e) when on pregnancy or parental leave as defined in Article 13.06 b) and c), including such extension as permitted under this Article.
- 6.04 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:
- (a) for a period of eighteen (18) months after short term disability benefits have been exhausted;
  - (b) lay-off for a period of less than eighteen (18) months due to the reduction in nursing staff.
  - (c) temporarily relieving in a position outside of the bargaining unit for a period of up to one year, unless the parties mutually agree in writing to extend such time period.
  - (d) for a period of six months should an employee be successful in obtaining a permanent management position. During this period if either the employee or the employer determine that the employee is not suited to the new position, the employee will be returned to

his/her former position and all other employees affected will similarly revert to their former positions

- (e) on a leave of absence without pay for a period longer than thirty (30) calendar days.

6.05 Seniority rights shall cease, and employment will be terminated, for any of the following reasons:

- (a) S/he resigns;
- (b) S/he is discharged and not reinstated;
- (c) S/he is absent without leave and without just cause made known to and accepted by the Employer for any period in excess of five (5) consecutive working days;
- (d) S/he is laid off and not recalled to work within a period of eighteen (18) months from the date of lay-off;
- (e) Within seven (7) calendar days of receipt of notice of recall sent by the Employer by registered mail to the nurse's last known address, s/he fails to notify the Employer of her/his intention to return to work or, subsequently, fails to return to work within ten (10) calendar days after such notice was sent;
- (f) S/he is absent from work due to illness for a period of eighteen (18) months after short term disability benefits have been exhausted. Such period may be extended in an individual case by case agreement between the Employer and the Association;
- (g) S/he is a casual nurse who has not worked for the Employer for a period of eighteen (18) months.

6.06 There shall be one (1) seniority list for all nurses covered by this Collective Agreement. Such list shall be posted in February each year. The list will show names, professional category and the accumulation of seniority. Copies of the seniority list will be posted on the Employer's bulletin boards and a copy of the list shall be sent to the Association.

6.07 Complaints concerning the accuracy of such list must be submitted in writing to Human Resources within twenty-one (21) calendar days from the date the seniority list is posted. If no such complaint is received within that time, such list shall be presumed to be accurate.

When proof of error is presented by the nurse or her representative, such error shall be corrected and when so corrected the agreed upon seniority accumulation level shall be final. Unless agreed to by the Association, no change in the seniority status of the nurse shall be made.

- 6.08 (a) When a vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy will be posted for a period of seven (7) working days.

In filling vacancies and in cases of transfer, promotion, demotion and lay-off, the following factors shall be considered:

- (i) Ability, experience, performance and nursing qualifications;
- (ii) Seniority.

Where the factors in (i) are relatively equal as between two or more nurses, factor (ii) shall govern. However, in the case of lay-off, factor (ii) shall govern provided that the senior nurse is qualified, able and willing to perform the available work. Nurses shall be recalled in the order of seniority providing they are qualified to do the work. No new nurse shall be hired until those laid off have been given the opportunity of re-employment;

- (b) In the event the only applicants are nurses who have not completed their probationary period and the factors in (i) above are relatively equal, the nurse who has the greatest number of hours worked with the Employer will be awarded the position.
- (c) Any nurse may fill out an appropriate transfer form, indicating an interest in working elsewhere, either program or office location, in the Health Unit and that application will be considered when a vacancy occurs. Prior to filling any position covered by this Agreement, the Director shall post notice of the position on bulletin boards of all branch offices for a minimum of seven (7) working days, in order that all nurses will know that the position is open and be able to make written application to Human Resources.

- 6.09 Except in the cases of newly hired nurses, the successful applicant to the above mentioned postings shall be given a three (3) month familiarization period; in the case of a term employee or a casual employee this familiarization period will be six (6) months. This familiarization period refers to a period of orientation, observation and

appraisal. During such period, the Director will assess whether the nurse will remain in her/his new position, or at the nurse's own request, she/he may be returned to her/his former position and all other employees affected will similarly revert to their former positions.

- 6.10 (a) In the event that the Employer proposes a lay-off at the Health Unit, prior to such lay-off, the Employer shall meet with the nurses affected and a representative of the Association to discuss the reasons causing the lay-offs and the method in which the lay-off is to be implemented including those areas of cut-back and the nurses to be laid off. Affected nurses and the Association shall be given notice of lay-off or pay in lieu thereof in an amount equal to twice that required by the Employment Standards Act
- (b) Nurses whose positions have been declared redundant may exercise their seniority by bumping into available positions on the following basis:
- (i) A Public Health Nurse may bump a more junior Public Health Nurse or a more junior Registered Nurse;
  - (ii) A Registered Nurse may bump a more junior Registered Nurse;
  - (iii) A nurse shall only bump to a position within the bargaining unit for which she/he is qualified to perform the duties and responsibilities.
- (c) Subject to Article 6.06 and 6.10(b) herein, should circumstances require a reduction of nurses, supernumerary then probationary nurses shall be laid off first and then those nurses with the least seniority.

## **ARTICLE 7 - HOURS OF WORK**

- 7.01 The hours of work for nurses shall be flexible. Flexible hours of work shall be subject to the following conditions:
- (a) The regular hours of work shall consist of seventy (70) hours in a pay period (two weeks) scheduled from Monday to Friday;
  - (b) There shall be two (2) paid fifteen (15) minute breaks each day; breaks are not cumulative, nor does the lack of a break period result in overtime or compensating time.
  - (c) The regular work day shall consist of seven (7) hours which

shall be worked between 0700 hours and 2200 hours of each day;

- (d) It shall be the responsibility of the nurse in co-operation with her/his team and a supervisor to schedule her/his hours of work in any week provided;
  - (i) Work shall be conducted during regular hours of work except in special circumstances;
  - (ii) A nurse will normally work seven (7) hours per day unless mutually agreed by the nurse and her supervisor;
  - (iii) The nurse's supervisor may, from time to time, review the nurse's schedule and in the event that it is unreasonable, having regard to the requirements of the operation of the Employer and the nurse's individual situation, the nurse may be required to amend her/his schedule;
  - (iv) A nurse may split her/his hours of work in any one day;
  - (v) A full time nurse shall receive overtime payment for all hours worked in excess of seventy (70) hours in a pay period (two weeks);
  - (vi) A regular part time nurse shall receive overtime payments for all hours worked in excess of seventy (70) hours in a pay period (two weeks);
  - (vii) A casual nurse shall receive overtime payments for all hours worked in excess of seven (7) hours per day;
  - (viii) A casual nurse who is offered work on a Saturday, Sunday, or Paid Holiday will be paid the appropriate overtime premium for those hours;
  - (ix) Overtime and premium pay shall be calculated in accordance with Article 7.02.
- (e) Where circumstances arise that a nurse is unable to use planned flex time within the pay period such time shall be carried forward at straight time in their compensating bank. However, if the Employer requires the nurse to change her scheduled flex time, the resulting hours will be at overtime

rates.

7.02 (a) **Overtime**

When overtime is necessary (such overtime being verified and authorized by the Director or his/her designate) it shall be paid at one and one half (1 1/2) times the nurse's regular hourly rate for each hour of overtime worked. Where mutually agreed between the Director or designate and the nurse, overtime may be paid by granting compensating time off at time and one half (1 1/2) for each hour of overtime worked. Overtime shall be calculated according to Article 7.01 (d)(v), (vi), and (vii).

- (b) A nurse required to work on a Saturday shall be paid for all such hours worked at either the rate of one and one-half times their regular straight time hourly rate of pay or equivalent compensating time off.
- (c) A nurse required to work on a Sunday or a paid holiday shall be paid for all such hours worked at either the rate of two (2) times their regular straight time hourly rate of pay or equivalent compensating time off in addition to the nurse's holiday pay.
- (d) Compensating time off for overtime worked may only be accumulated to a maximum of thirty-five (35) hours. Overtime worked in excess of accumulated compensating time off will be paid at overtime rates per 7.02 (a) and (b) in the pay period following submission of time sheets.
  - (i) Compensating time is to be taken at a time that is mutually agreeable to the nurse and the supervisor.
  - (ii) Nurses who have compensating time standing to their credit at the end of the calendar year are obliged to take such time off by March 31st of the following year. Compensating time to be paid to the nurse will be paid prior to December 25 of the year during which it is accumulated. A nurse who has compensating time accumulated after the second Friday in December will notify payroll within the first week in January whether the time will be paid out or taken in lieu thereof. If it is to be paid out, it will be processed on the next payroll processing date. In any event, the time must be taken before the end of March of the following year.

Time carried over for use in the first quarter of the next year can only be taken as time, and not paid out.

7.03 A nurse who is not at work and is called in and required to work outside her/his regular working hours shall be paid for a minimum of three (3) hours at overtime rates provided this minimum guarantee does not apply to situations where a nurse is required to work overtime immediately before or immediately after her/his regularly scheduled shift.

7.04 A compressed work week will be considered by the supervisor so long as such work week does not interfere with the agency's ability to deliver programs and services and does not have a negative impact on the work of other employees.

It shall be the responsibility of the nurse in co-operation with her team and a supervisor to schedule her/his hours of work in any week provided:

- (a) Work shall be conducted during regular hours of work except in special circumstances;
- (b) The nurse's supervisor may, from time to time, review the nurse's schedule and in the event that it is unreasonable, having regard to the requirements of the operation of the Employer, the nurse may be required to amend her/his schedule;
- (c) A nurse may split her/his hours of work in any one day;
- (d) A full time nurse shall receive overtime payment for all hours worked in excess of twelve (12) hours per day, or seventy (70) hours per pay period (two weeks);
- (e) Overtime shall be paid in accordance with Article 7.02;
- (f) Any day of leave authorized under Article 13, any day of sick leave, paid holiday or a vacation day shall be considered as a seven (7) hour day.

## **ARTICLE 8 - PERFORMANCE EVALUATION**

8.01 The newly hired nurse shall be considered probationary as outlined in 6.02. One (1) month prior to the end of her/his probation, or as otherwise deemed necessary, and within ten (10) calendar days prior

to expiration of the probationary period, a written assessment of the probationary nurse's performance, ability, etc. will be made by the supervisor. Such assessment by the supervisor shall be discussed with the probationary nurse. With the written agreement of the Director, the probationary nurse and the President of the bargaining unit or her/his designate, the probationary period may be extended if the Director shows reasonable grounds for an extension. Any extensions agreed to will be in writing and will be to a maximum of two (2) months. During the probationary period, the Employer may discipline or terminate the employment of the probationary nurse for just cause. No grievance may be submitted under this agreement concerning the discipline, termination of employment or lay-off of a probationary nurse. As required, during this probationary period, the Employer shall initiate the normal contributions and arrange for deductions for such items as those covered in Article 16.

8.02 (a) Probationary nurses shall be given a written performance evaluation by the director or designate every two (2) months during the probationary period. Thereafter, the evaluation will be completed annually for the subsequent two (2) years, and at least every other year for the remainder of their employment.

(b) When there is a review of a nurse's performance, which will be placed in the nurse's file, the nurse concerned is to be given an opportunity to sign the review in order to indicate that its contents have been read and explained. When there are performance issues identified during an evaluation period, a written performance improvement plan will be outlined with time limits identified.

The nurse will be given a copy of the performance appraisal, and where necessary the performance improvement plan.

(c) Upon making an appointment with Human Resources, a nurse may review her/his personnel file in the presence of an HR representative. If the nurse so requests, their senior management staff member or designate, or a nurse representative, may also attend.

8.03 The Director's designate as referred to in this Article will be one in a supervisory or managerial category.

8.04 Any letter of reprimand, suspension or other sanction will be removed from the record of the nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for eighteen months.

## **ARTICLE 9 - NEW JOB CLASSIFICATION**

- 9.01 When a new position is established the salary shall be negotiated and shall be retroactive to the date the position was first filled. If the parties are unable to agree on the rate of pay of the position in question, the Employer may determine a job classification and rate therefore, but the dispute may be submitted to grievance and arbitration.

## **ARTICLE 10 - PAID HOLIDAYS**

- 10.01 (a) Subject to the conditions below, the following will be recognized as paid holidays:
- |                |  |
|----------------|--|
| New Year's Day | Labour Day                             |
| Family Day     | Thanksgiving Day                       |
| Good Friday    | Last working day before Christmas Day  |
| Easter Monday  | Christmas Day                          |
| Victoria Day   | Boxing Day                             |
| Canada Day     | Last working day before New Year's Day |
| Civic Holiday  |  |
- (b) When Remembrance Day falls on a regular Health Unit working day, this will be regarded as a paid holiday. When Remembrance Day falls on a Saturday or Sunday, nurses will be given a floating holiday, which shall be taken at a time mutually agreeable to the nurse and the immediate supervisor during the period November 12th to March 31st of the following year.
- (c) Part time nurses shall be entitled to the benefit of this provision on a pro-rated basis (the proportion their hours of work bears to full time hours of work).
- (d) Casual nurses will receive paid holiday pay equal to 1/20<sup>th</sup> of the actual hours worked in the twenty-eight (28) calendar days preceding the paid holiday at their prevailing rate of pay in accordance with Article 21.01. This payment will be processed on the pay period following receipt of approved time sheets for such twenty-eight (28) calendar days by Human Resources.
- 10.02 If a paid holiday falls on a Saturday or a Sunday, it shall be observed on the following working day.
- 10.03 When a paid holiday falls during a nurse's vacation, accumulated

vacation credits will not be reduced for such day.

10.04 In order to be eligible for a paid holiday, a nurse must comply with the following:

A nurse must have worked her regular scheduled work day immediately preceding and immediately following the paid holiday, unless the nurse is absent as a result of an approved leave of absence with pay, an approved leave of absence without pay of not more than ten (10) working days approved by the Director, or is absent due to injury or bona fide illness which may be required to be substantiated by a medical certificate issued by a licensed medical practitioner. If the nurse has been billed for the issuance of such certificate, the Employer shall cover those costs.

## **ARTICLE 11 - VACATIONS**

11.01 Vacation time for nurses shall:

- (a) Accumulate at the rate of one and two-thirds ( $1 \frac{2}{3} = 1.66$ ) working days for each month of service up to and including a total of twelve (12) years of service;
- (b) Accumulate at the rate of two and one-twelfth ( $2 \frac{1}{12} = 2.08$ ) working days for each month of service after twelve (12) years of service;
- (c) Accumulate at the rate of two and one half ( $2 \frac{1}{2} = 2.50$ ) working days for each month of service after twenty (20) years of service;
- (d) Be based on a calendar year.

11.02 Annual vacation shall be taken during the calendar year in which the vacation entitlement accrues, subject to the approval of the Director.

11.03 With the approval of the Director, a nurse may be entitled to carry ten (10) days' vacation into the next vacation year and such carry over must be taken in that vacation year. The carry over entitlement for regular part-time nurses shall be prorated on the basis of their regular days worked per pay period.

11.04 When a nurse's employment is terminated or transferred to casual status for whatever reason, an amount equivalent to her/his vacation, accumulated to the date of termination but not taken, shall be paid.

Likewise the equivalent of any over use of vacation entitlement earned at the time of termination will be deducted from the employee's final pay.

11.05 If a nurse suffers an injury or illness for which she/he would be entitled to Short Term Disability benefits, as certified by a medical certificate, or entitled to bereavement leave during a scheduled vacation, such time shall be deemed to be absence for illness or injury, pursuant to Article 14, or bereavement, pursuant to Article 13.01, as the case may be. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. If a medical certificate or medical examination is required by the Employer, the Employer shall cover such costs if the nurse has been billed for such services.

11.06 Vacation entitlement for regular part-time nurses will be in accordance with the schedule of continuous services detailed in 11.01 above and will be pro-rated on the basis of her/his days of work as it relates to the full work week.

For example, if a nurse with less than twelve (12) continuous years of service works three (3) days per week, she will receive three fifths ( $3/5$ ) of a full-time nurse's entitlement of twenty (20) days ( $20 \times 3/5 = 12$  vacation days with pay entitlement).

11.07 A probationary nurse will be allowed to take vacation as earned, although probation will be extended by the vacation days used within the probationary period.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

12.01 Should any differences arise between the Employer and a nurse as to the interpretation, application or alleged violation of the provisions of this agreement, s/he may file a grievance against the Employer. All grievance forms shall contain only one (1) grievance. A written grievance shall contain a clear and concise statement concerning the complaint, the persons involved, the date on which the alleged grievance occurred, the Article violated and, if practicable, the relief sought. A grievance shall be returned to the nurse if it fails to comply with these requirements and s/he shall have an additional five (5) working days to refile a grievance that conforms to this section.

12.02 A nurse or a designated member of a group who feel they have a grievance will discuss the alleged grievance with their immediate supervisor. A nurse representative may be present during this

discussion if the nurse so wishes. If the grievor is not satisfied with the response of the supervisor, then the following grievance procedure may be invoked:

**STEP 1:**

The grievance shall be written, signed by the nurse involved and an Association Representative, or by an Association Representative only, and given to the immediate supervisor. Not later than three (3) working days following the receipt of the written grievance, the immediate supervisor shall give to the nurse and, the Association representative, her/his written reply.

**STEP 2:**

If the grievance is not resolved at Step 1, within seven (7) working days of receipt of the Step 1 response, the nurse and/or representative of the Association may make a written appeal to the Medical Officer of Health or delegate. A meeting shall be arranged before such written appeal is processed unless the parties agree not to meet. Within seven (7) working days following the receipt of the written appeal, or meeting, whichever occurs later, the Medical Officer of Health or delegate shall render to the nurse and/or to the Association representative her/his written decision.

**STEP 3:**

If the grievance is not settled at Step 2, within ten (10) working days following the receipt of the Step 2 response, the Association Grievance Committee may refer the written grievance to the Chair of the Board of Health via the Medical Officer of Health. Within ten (10) working days of the submission of the grievance at Step 3, unless extended by agreement of the parties, representatives of the Board of Health and those who may be involved with the matter, shall meet with the Association Grievance Committee. The grievor and a representative of the Ontario Nurses' Association may be in attendance at this meeting. Not later than ten (10) working days following the meeting, the Chair of the Board of Health shall render the written decision of the Employer.

**STEP 4:**

If the grievance is not settled at Step 3, within twenty (20) working days of the receipt of the Step 3 response, the matter may be submitted to a sole arbitrator. However, the parties may agree to refer the matter to mediation prior to arbitration.

If not referred to or settled at mediation, the parties may proceed to arbitration. Should the matter be referred to the mediation process

and the process is unsuccessful in settling the grievance, within twenty (20) working days of such attempt to settle, the party submitting the grievance to arbitration shall advise the other of three (3) alternate choices as to the sole arbitrator. The recipient of the notice shall, within five (5) calendar days of receipt of the notice, agree to one (1) of the three (3) names submitted, or submit its three (3) alternate suggested sole arbitrators. If, within twenty (20) calendar days of the receipt of the notice to arbitrate, the parties fail to agree on a sole arbitrator, either of the parties may request the appointment of a sole arbitrator by the Office of Arbitration, Ministry of Labour.

In the event the parties agree to submit the grievance to a tri-partied board of arbitration, the party submitting the grievance to arbitration shall advise the other of its nominee to the board. The recipient of the notice shall, within five (5) calendar days of receipt of the notice, name its nominee to the board. Within twenty (20) calendar days of the appointment of the second nominee, the two nominees shall endeavour to agree upon a third to act as chair of the board. If the nominees fail to agree on a chairperson, either one of them may request the appointment of a chair by the Office of Arbitration, Ministry of Labour.

The arbitrator or arbitration board shall hear and determine the difference or allegation that arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable and shall issue a decision and the decision shall be final and binding upon the parties and upon any nurse affected by it. In the event the parties have selected a board of arbitration, the decision of the majority will prevail.

The arbitrator, or board of arbitration, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions of this Agreement for any existing provisions, no to give any decision inconsistent with the terms and provisions of this Agreement.

Each of the parties to this agreement shall bear the expenses of its nominee, should one be appointed, and of its own witnesses. The parties will jointly bear the expense, if any, of the sole arbitrator or the chairperson.

No person may be appointed as an arbitrator or a nominee who has been involved in an attempt to negotiate or settle the grievance.

12.03      **Management Grievances**

It is understood that management 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 complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to a representative of the Association, whereupon it shall be discussed at Step 3 of the grievance procedure. Should the matter not be resolved within ten (10) calendar days after the filing of such a grievance at Step 3, in accordance with the provisions detailed at Step 4, the Employer may refer the matter to mediation or arbitration.

12.04      **Association Grievance**

- (a) The Association may file a grievance as defined in this Agreement which involves all or a number of nurses covered by this Agreement. Such grievance shall be submitted at Step 3 of the grievance procedure.
- (b) Any nurse or group of nurses who are of the opinion that the program/case load to which s/he/they are assigned is/are such that standards of client care are being adversely affected may present such concerns to the ONA/Management Committee. The Committee shall meet and consider the matters and, within ten (10) calendar days of any such meeting, submit its written suggestions to the Board of Health.

12.05      **Special Grievance**

Should a nurse feel she has been discharged or suspended without just cause, the matter may be taken up as a grievance directly at Step 3 of the grievance procedure.

12.06      **Time Limits**

The time limits contained in this article are mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be. Notwithstanding the foregoing, the parties may agree to waive or extend any of the time limits established in this grievance procedure, providing such waiver or extension is in writing.

No grievance may be processed to arbitration unless the written grievance signed by the nurse is given to the Director or designate within seven (7) days from the date on which the cause of the grievance occurred or the nurse should have known of the occurrence of the event upon which the grievance is based. If the written grievance signed by the nurse is given to the Director or designate after seven (7) days but not later than twenty (20) days from the date on which the cause of the grievance occurred or the occurrence should have been known, the grievance may be processed up to and including Step 3, but in no event to arbitration.

For the purposes of the grievance and arbitration process, time limits shall be computed by excluding Saturdays, Sundays, paid holidays and the nurses' regular days off.

### **ARTICLE 13 - LEAVE OF ABSENCE**

13.01 Bereavement leave with pay will be granted in the following circumstances:

- (a) Five (5) working days with pay for the death of a spouse, child, parent, grandchild, step-child or step-parent;
- (b) Up to three (3) working days with pay for the death of a sibling, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, step-sibling or guardian.
- (c) For the purposes of this Article, "spouse" shall include common law and same-gender partners.

13.02 Additional compassionate leave with or without pay may be granted at the sole discretion of the Director and Chief Executive Officer.

13.03 Leaves of absence with pay for reasons of personal emergency may be granted at the sole discretion of the Director.

13.04 (a) Representatives of the Association shall be permitted to attend, without loss of salary, professional meetings (O.P.H.A. and R.N.A.O., CNO, CAN annual meetings) for up to thirty-five (35) person days per annum.

(b) Representatives shall also be allowed leave of absence without pay for a cumulative maximum of fifty (50) person days per annum to attend Association meetings and conferences with the approval of the Director. During such leave of absence, the nurses' salary and

applicable benefits shall be maintained by the Employer and the local Association agrees to reimburse the Health Unit in the amount of the nurse's daily rate of pay and the cost of maintaining the nurse's benefits during such leave of absence, with the exception of Provincial Committee meetings which shall be reimbursed to the Employer, on the same basis, by the Ontario Nurses' Association.

- (c) A nurse who is elected as Local Coordinator shall be granted leave of absence without pay for a cumulative maximum of fifty (50) days per annum to attend to her/his responsibilities. This leave is in addition to the leave set out in Article 13.04(b).

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the local Association agrees to reimburse the Health Unit in the amount of the nurse's daily rate of pay and the cost of maintaining the nurse's benefits during such leave of absence.

- (d) A nurse who is elected to the office of President of the Ontario Nurses' Association, or elected to the Board of Directors of the Ontario Nurses' Association, shall be granted upon request leave of absence without loss of seniority for a period of up to one term. The nurse agrees to notify the Employer of her/his intention to return to work within four (4) weeks following termination of office. The returning nurse shall be given a six (6) month familiarization period. This familiarization period refers to a period of orientation, observation and appraisal.

During such leave of absence the Employer agrees to allow the nurse to remain in those benefits provided under this Agreement requiring premium payments provided the nurse reimburses the Employer for the total cost of such premiums.

- (e) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association shall be granted, upon request, such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- (f) A nurse who is elected to sit on a committee of the CNO, RNAO, or

CNA will be granted a leave of absence without pay for a period of up to one (1) year.

- (g) A nurse will be granted a leave of absence without pay for a period of up to one term if she/he is elected to hold a political office at the municipal, provincial, or federal levels. The nurse agrees to notify the Employer of her/his intention to return to work within four (4) weeks following termination of office. The returning nurse shall be given a six (6) month familiarization period. This familiarization period refers to a period of orientation, observation and appraisal.

During such leave of absence the Employer agrees to allow the nurse to remain in those benefits provided under this Agreement requiring premium payments provided the nurse reimburses the Employer for the total cost of such premiums.

- 13.05 (a) Leave of absence with pay to attend educational meetings, seminars, lectures or short workshops, shall be granted on the recommendation of the Director and the Director, Corporate Services.

Registration fees and reasonable expenses for such meetings shall be paid for by the Employer unless otherwise agreed. Any day attending conference/workshop will be recognized as a maximum of seven (7) hours worked at straight time. If these hours are during the weekend, the time must be flexed before the end of the second subsequent pay period or be lost.

Compensating time or overtime is not accumulated due to evening/weekend attendance or travel. Where the employer has approved attendance, a maximum of six (6) hours total travel time outside regular hours of work will be recognized for such education leave, so long as the time is flexed before the end of the second subsequent pay period and accumulated at straight time.

- (b) Leave of absence of up to three (3) days, per calendar year, with pay and without loss of seniority may be granted on approval of the Director to allow nurses time off to attend to write examinations pertaining to nursing education.

- 13.06 (a) A nurse who is on pregnancy or parental leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy or Parental Benefits pursuant to the Employment Insurance Act, as amended, shall be paid a supplemental unemployment benefit. That benefit will be an amount equal to

twenty-five percent (25%) of a nurse's regular weekly earnings for permanent nurses with greater than five (5) years service from their adjusted anniversary date and fifteen (15%) percent for other eligible nurses. Such payment shall commence following the completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy or Parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum pregnancy and parental leave period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- (b) A nurse with at least thirteen (13) weeks seniority shall be entitled to pregnancy/parental leave of fifty-two (52) weeks. The nurse's position will be held for her return for the duration of the pregnancy/parental leave. The Employer shall reinstate the nurse to her former position unless the position has been discontinued, in which case, she shall be given a comparable job.
- (c) During pregnancy and parental leave, seniority and service shall continue to accrue to the credit of the nurse. All benefits shall be continued provided the nurse continues to pay her portion of the required premium cost, if any, or the employee gives the Employer a written notice that s/he does not intend to continue in the benefit plan(s).

13.07 a) With the recommendation of the Director and the Medical Officer of Health, a nurse will be given the opportunity to take a leave of absence without pay to undertake educational study or research for up to one (1) year to broaden her nursing knowledge. This does not preclude a nurse from requesting a second educational study leave of absence for up to one (1) year. The same policy applies for summer courses.

- b) Nurses may request temporary part time status for the period of the educational study; during such change of status all entitlements under this Collective Agreement will revert to those offered to part time nurses.

13.08 A nurse shall be entitled to apply to the Director for a leave of absence without pay for legitimate personal reasons, it being understood that such special leave may, at the discretion of the Director, be extended to a period of not more than one (1) year.

- 13.09 On request by a nurse, with sufficient notice, leave of absence with pay may be granted by a nurse's direct work supervisor for periods of up to seven (7) hours for the purposes of attending personal appointments, or appointments of a nurse's spouse, children, parents or siblings requiring the nurse's attendance with doctors, dentists and other recognized medical specialists to a maximum of twenty-one (21) hours per calendar year.
- 13.10 The Employer shall grant a leave of absence without loss of seniority to any nurse who serves as a juror or crown witness in any Court. The Employer shall continue to pay the nurse her normal earnings. Any reimbursement for the employee's time to attend jury or crown witness duty shall be surrendered to the Employer.
- 13.11 A nurse who is unable to report for work due to inclement weather may have the right to use her accrued vacation leave, compensating time off, or flex time to replace lost time due to inclement weather at the discretion of the Director.
- 13.12 In the event that no other person is available and a nurse is required to provide immediate and temporary care for a sick or injured spouse, dependent child, parent or sibling, the nurse shall be entitled up to five (5) days' paid leave per year for this purpose. These days are also applicable to attendance with the parents, sibling, spouse, or children of the nurse who are ill in hospital receiving acute or palliative care.
- 13.13 **Prepaid Leave**
- The Employer agrees to provide a prepaid leave plan, 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 6801, to enable them to take a one (1) year leave of absence following the four (4) years' of salary deferral.
  - (b) The nurse must make written application to the Director at least six (6) months' prior to the intended commencement date of the plan (ie. salary deferral portion), stating the intended purpose of the leave.
  - (c) The number of nurses that may be absent on prepaid leave at any one time shall be limited to two (2) per

agency.

- (d) Leaves requested for the purpose of pursuing further nursing education will be given priority. Leaves for other purposes will be dealt with on the basis of seniority.
- (e) During the four (4) years' of salary deferral, twenty percent (20%) 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) Interest on the deferred salary shall be calculated on the basis of the one (1) year bank term deposit rate as it varies from month to month on the accruing balance. Interest will continue to accrue on the unpaid balance to the benefit of the nurse.
- (g) All deferred salary plus accrued interest shall be paid to the nurse in a manner that is mutually agreed upon by the nurse and the Employer.
- (h) Provided the nurse pays 100% of the cost of the premiums, all benefit plans will be maintained by the Employer during her leave subject to the nurse's eligibility for coverage under the terms of each benefit plan.
- (i) Seniority shall be maintained and will accumulate during the year of leave.
- (j) If a nurse gives notice of withdrawal from the Plan or dies prior to going on leave, the full amount of salary and accrued interest shall be payable to the nurse or her estate within a reasonable period of time.
- (k) 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.

#### **13.14 Family Medical Leave**

- a) A nurse is entitled to unpaid, job-protected family medical leave in accordance with the current provisions of the Employment Standards Act.

- b) A nurse who is on Family Medical leave shall continue to accumulate seniority and service. The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension if permitted by OMERS, conditional on the employee paying their share.
- c) The nurse will be returned to her/his former position upon return to work from Family Medical Leave.

### **13.15 Reservist Leave**

A nurse will be granted unpaid Reservist Leave in accordance with the Employment Standards Act. The nurse will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received. Benefits will be discontinued during this leave of absence.

## **ARTICLE 14 - DISABILITY INCOME PROTECTION**

14.01 In cases of absence due to illness or injury, nurses shall receive Short Term Disability benefits as follows:

- (a) Less than three (3) months' seniority – the first five (5) days at full salary and thereafter up to sixteen (16) weeks at 60% of salary;
- (b) More than three (3) months' seniority, but less than one (1) year's seniority - the first two (2) weeks at full salary, and thereafter fifteen (15) weeks at 75% of salary;
- (c) More than one (1) year's seniority, but less than two (2) years' seniority - the first four (4) weeks at full salary, and thirteen (13) weeks at 75% of salary;
- (d) More than two (2) years' seniority, but less than three (3) years' seniority - the first eight (8) weeks at full salary, and nine (9) weeks at 75% of salary;
- (e) More than three (3) years' seniority, but less than four (4) years' seniority - the first twelve (12) weeks at full salary, and five (5) weeks at 75% of salary;
- (f) More than four (4) years' seniority, but less than five (5) years' seniority - the first sixteen (16) weeks at full salary, and one (1) week at 75% of salary;
- (g) More than five (5) years' seniority - seventeen (17)

weeks at full salary.

- 14.02 Short Term Disability benefits shall be payable from first day of disability due to injury or illness, and according to the seniority level on the first day of disability due to injury or illness.
- 14.03 Short Term Disability benefits will be reinstated in full after a nurse returns to work:
- (a) for each subsequent and unrelated illness or injury;
  - (b) after a nurse has returned to work for thirty (30) consecutive calendar days, between one (1) or more leaves resulting from disability due to related or the same illness or injury. If a nurse returns to work for less than thirty (30) calendar days between leaves due to disability resulting from related or the same illness or injury, Short Term Disability benefits shall be cumulative and calculated from first day of last leave due to disability.
- 14.04 A nurse is entitled to Short Term Disability benefits for disabilities resulting from pregnancy, childbirth, miscarriage or abortion.
- 14.05 A nurse may be required to produce a certificate from a qualified medical practitioner for any illness or injury requiring absence from work in excess of three (3) working days, certifying that such nurse is unable to carry out her duties due to illness or injury.
- 14.06 When a nurse is given leave of absence without pay for any reason including prepaid leave, or is laid off on account of lack of work, she/he shall not be entitled to Short Term Disability benefits under this article during such leave or lay-off.
- 14.07 Nurses who receive benefits pursuant to the ***Workplace Safety and Insurance Act*** of Ontario, shall not be entitled to Short Term Disability Benefits. A nurse receiving payment for a compensable injury under the ***Workplace Safety and Insurance Act*** of Ontario shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While receiving benefits under the ***Workplace Safety and Insurance Act*** of Ontario, and provided the nurse is totally disabled, the Employer shall continue to pay to the nurse her/his regular salary and the Employer shall pay its share of all premiums for nurse benefits plans, including the Pension Plan provided the nurse signs and endorses her/his compensation cheque over to the Employer. A nurse who is no longer deemed to have a compensable

injury, shall be placed in her/his former or equivalent position with the Employer, provided she/he is fit and competent to perform the tasks assigned to her/him.

- 14.08 The Employer will pay 100% of the cost of the premiums of a Long Term Disability Income Protection Plan, to provide coverage for a nurse who has exhausted her/his Short Term Disability Benefits and continues to be unable to report to work as a result of disability due to illness or injury. Coverage shall be to a maximum of 66 2/3% of salary (maximum \$4,000.00 per month) and shall commence on the one hundred and twentieth (120th) day of total disability due to illness or injury.
- 14.09 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.
- 14.10 Any E.I.C. rebate as a result of implementation of a Short Term Salary Continuance Plan shall be used to defray cost of premiums of Long Term Disability Plan.

#### **ARTICLE 15 - TRANSPORTATION ALLOWANCE**

- 15.01 Nurses who are required to use personal cars for business on behalf of the Health Unit shall be compensated at the rate of forty-seven cents (\$0.47) per kilometre effective April 1, 2009, and forty-eight cents (\$0.48) per kilometre effective April 1, 2010.
- 15.02 Every nurse employed by the Health Unit must carry a minimum of \$2,000,000 Public Liability and Property Damage Insurance on their automobile and proof of such insurance must be filed at all times with the Employer.

On a one time basis, each nurse will be reimbursed \$75.00 on payroll, once they have provided proof that their individual insurance liability coverage limit is \$2 million. This proof must be provided no later than December 31, 2009.

#### **ARTICLE 16 - INSURANCE AND PENSION PLANS**

- 16.01 The Employer will provide adequate malpractice and liability insurance and provide the Union with notice of the coverage amount on a yearly basis.

16.02

The board shall make available plans for all full time nurses for:

- (a) Provincial Hospital and medical insurance. The Employer shall pay 100% of the premium cost of the Employer Health Tax.
- (b) The Employer agrees to pay 100% of the premium costs for semi-private coverage.
- (c) OMERS - the Employer shall pay 50% of the premium for OMERS integrated with the Canada Pension Plan.
- (d) The Employer agrees to pay 100% of the premium costs of Group Life Insurance having a level of coverage two (2) times annual earnings. The Employer will pay 100% of the premium costs for the Accidental Death and Dismemberment Plan.
- (e) Blue Cross Extended Health Care - the Employer agrees to pay 66 2/3% of the premium costs of obtaining Blue Cross Extended Health Care Plan or equivalent with no deductible for all nurses. Over the counter drugs coverage is eliminated and generic drugs shall be prescribed unless "no substitute" is mandated.
- (f) A confidential, self-referral Employee Assistance Program (EAP).

The Employer will provide a Vision Care Rider providing for the payment of Three Hundred Dollars (\$300.00) every twenty-four (24) months and a Hearing Care Rider in the amount of One Thousand Dollars (\$1,000.00) every twenty-four (24) months.

Vision care to include routine eye examinations once every twenty-four (24) months, of up to \$100.00 per visit. Vision care benefit may be used toward the cost of laser surgery.

Reimbursement for Extended Health Care, Vision Care and Hearing Care will be on a 80% basis.

16.03

The Employer shall pay, for full time nurse, 100% of the cost of the premiums for the Employer's approved Dental Plan, which shall be at least equivalent to the dental plan offered by the Employer as of June 1, 2009. Dental appointments may be scheduled every six months for those under 18 years old and every 12 months for all others. The maximum claims amount paid is \$1600/person/year. Reimbursement will be on an 80% basis.

- 16.04 It is understood and agreed that the Employer is not deemed to be an insurer and that its sole obligation under the provisions of this Article or this Agreement is to pay its share of the premium costs of purchasing the insurance or benefit program outlined above and that no claim may be made against the Employer by virtue of the failure of an insurer to pay a benefit provided for under this Agreement.
- However, the Employer shall give every possible assistance to any nurse having difficulty in processing any claim.
- 16.05 The Financial Advisory Committee (FAC) is recognized as the suitable forum for discussion of benefit coverage under its current Terms of Reference. Detailed discussions will be held with the insurance broker on an annual basis.
- 16.06 Transitional medical/dental benefits will be available to permanent status nurses retiring or commencing long term disability for a continuous period of up to three (3) months. The individual will be responsible to reimburse the Employer for one hundred percent (100%) of the premium cost for such transitional benefits.

## **ARTICLE 17 - INSERVICE EDUCATION PROGRAM**

- 17.01 Nurses shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include:
- (a) An orientation program for new nurses;
  - (b) A staff educational program of four (4) days per year, for all full time permanent nurses and pro-rated for full time temporary and part time (temporary or permanent) and casual nurses.
  - (c) Payment of salary and transportation allowance to enable full time nurses to attend staff education programs;
  - (d) Information regarding courses for nurses will be made available and will be posted on bulletin boards in each office;
  - (e) Additional educational days for specific categories of nurses as necessary, and as scheduled by the Employer.
  - (f) Nurses who are required by the Employer, to have speciality certifications to which the Nurse has applied will be provided

with time off with pay to write such exam. Where the Employer has approved attendance, a maximum of six (6) hours total travel time outside regular hours of work will be recognized for such speciality certification exam leave, so long as the time is flexed before the end of the second subsequent pay period and accumulated at straight time. Travel costs including accommodation and reasonable expenses will be covered. Should such examination require a fee for the sitting of the exam or should there be a cost to issuance of certification or recertification, the employer will bear those costs.

## **ARTICLE 18 – DEFINITIONS**

- 18.01 (a) A Registered Nurse is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the ***Regulated Health Professions Act***, and the ***Nursing Act***. A Registered Nurse is required to show the Director, or their designate, her or his Notice of Registration from the College of Nurses in January of each year, and make such Notice of Registration available to the Employer to make a photocopy thereof which shall become part of the nurse's personnel file.
- (b) A nurse who holds a Temporary Certificate of Registration in accordance with the ***Nursing Act***, and its Regulations, as may be amended, must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Health Unit. Such termination shall not be the subject of a grievance or arbitration.
- 18.02 A full time nurse is one who normally works seventy (70) hours in a pay period (2 weeks).
- 18.03 (a) A regular part time nurse is one who normally works less than seventy (70) hours in a pay period, on a pre-scheduled basis.
- (b) A casual nurse is one who is hired on a temporary relief or replacement basis or who only works on a sporadic "as needed" basis regardless of the number of hours the nurse may work per day or per week.

- (c) A term employee is one who works on a replacement basis either for a full time or part time employee or is employed for a special project.
- 18.04 The word "probation" or the phrase "probationary period" refers to a period of orientation, observation and appraisal for newly hired employees.
- 18.05 The phrase "nurse representative" shall refer to a member of the Association Grievance Committee or Local Executive.
- 18.06 The word "day" shall mean, when used in connection with a time or limitation period, a "working day".
- 18.07 A "working day" shall be deemed to mean a day upon which the Employer's offices are open to the public for the transaction of the Employer's business.
- 18.08 Throughout this Agreement, reference to "Director" shall mean the Director of any Department which employs nurses covered by this Agreement.
- 18.09 "Team Leader" shall be defined as a nurse assigned by a Director to facilitate the co-ordination of planning and delivery of service by staff to a geographical area or in a special program.
- 18.10 Wherever the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine and the singular shall be deemed to include the plural where the context so requires.

**ARTICLE 19 - MISCELLANEOUS**

- 19.01 Each nurse shall be required to have current immunization or titres as required for protection on the job and submit the report to their Director.

**19.02 Temporary Replacement of Management**

Nurses relieving in a management position on a temporary basis shall:

- (a) Be assigned such position for a period of up to one (1) year or such other period of time as agreed to by the parties;
- (b) Receive the rate of pay for that classification;

- (c) Maintain but not accumulate seniority and suffer no loss in service or benefits while in the position;
- (d) Not have Association dues deducted during this temporary replacement period;
- (e) Be returned to her former position at the end of the temporary replacement period with no loss in service, seniority or benefits and to the same salary rate unless the nurse would have reached the nurse's anniversary date and next increment level and increased vacation entitlement, in which case the nurse will receive the higher rate of pay and vacation entitlement effective immediately upon transferring back to the nurse's former position and seniority will resume accumulation on return to the bargaining unit.
- (f) Not be terminated while in the temporary replacement position. If the nurse's performance is not satisfactory, the nurse will be returned to her bargaining unit position without any loss of service, seniority, benefits, pay rate or vacation entitlement, and will resume accumulation of seniority.

**19.03 Job Sharing**

- (a) Job sharing requests shall be considered on an individual basis and shall be initiated through a written application by a full time nurse who wishes to job share her/his position. Applications shall be made to the nurse's Director. The Employer may, at its discretion, limit the number of job sharing positions.
- (b) Only a full time position in the bargaining unit may be job shared, and it is understood that the integrity of the full time position will be maintained throughout the job sharing notwithstanding the fact that it is being shared by two (2) nurses. Accordingly, upon the termination of a job sharing arrangement, the shared position will revert to a full time position.
- (c) If two (2) full time nurses wish to job share and the Employer agrees, the full time position being shared need not be posted. The vacant full time position will be posted in accordance with this Collective Agreement.
- (d) An incumbent full time nurse wishing to share her position may do so if agreed by her Director. The other half of her full time position will be posted and selection will be made in accordance with the criteria set

out in this Collective Agreement.

- (e) If the incumbent full time employee leaves the position, the job share position must revert to a full time position and be posted in accordance with Article 6.08. The remaining job sharer will be given written notice of lay-off and will be entitled to bump as per Article 6.10 (b).

If the incumbent full time employee's job share partner leaves the position, the incumbent full time employee shall be given the option to revert to a full time position. If the incumbent job share employee elects to pursue a new job share arrangement, the job share position will be posted in accordance with Article 6.08. If the job share position remains vacant, the position must revert to a full time position.

- (f) The Employer will not incur any increased costs as the result of the implementation of a job sharing arrangement except costs related to two (2) nurses on staff sharing a position normally filled by one (1) nurse, such costs being restricted to the issuing of two (2) pay cheques, two (2) personnel files, two (2) performance evaluations, instead of one and counselling and dealing with two (2) nurses instead of one.
- (g) The Employer and the nurses involved reserve the right to assess the suitability of the job sharing arrangement. Accordingly, the Employer shall assess and evaluate the job sharing arrangement. An informal review shall take place at three (3) months with a formal review at nine (9) months and thereafter in accordance with the provisions of this Agreement.
- (h) Either party to the Collective Agreement may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuance shall not be unreasonable or arbitrary.
- (i) Nurses sharing a job shall be subject to all the terms and conditions of this Collective Agreement between the Employer and the Association as provided for regular full time nurses except as follows:
  - (i) Each nurse shall pay regular monthly Association dues;
  - (ii) Each job sharer shall accumulate seniority according to hours worked;

- (iii) The total number of hours of the full time position will be equally divided by the two (2) job sharers so as to equal one (1) full time position. The division of hours of work over the full time position between the two (2) job sharers shall be determined by mutual agreement between the two (2) job sharers and their supervisors. The ultimate schedules shall be subject to the approval of the nurses' supervisors;
- (iv) Vacation pay and paid holiday pay shall be pro-rated on the basis that a job sharing nurses' hours of work bear to regular full time hours. It is understood that vacations shall not overlap and that job sharers may be required to cover each other during the other's vacation period;
- (v) Since nurses affected by job sharing will be sharing, on an equal basis, one full time position, the Employer shall only be obligated to pay fifty (50%) percent of its normal contribution towards the cost of the premiums for any benefits payable under the provisions of this Collective Agreement to each job sharing nurse where the cost of such benefits is not based upon a nurse's salary;
- (vi) It will be the responsibility of job sharers to make themselves available to keep themselves and each other informed with respect to Health Unit communications;
- (vii) Job sharers will be paid at their rate of pay according to their placement on the salary schedule according to hours worked;
- (viii) Job sharers are not required to cover for their partner during sick leave, but may do so if there is a mutual agreement between the job sharer and the Director.
- (ix) Job sharers shall be placed on the seniority list referred to in Articles 6.01 and 6.06.
- (x) Following the annual preparation of the seniority list, job share nurses' vacation accumulation will be adjusted for the previous year based on the seniority accumulated for the previous year.

## **ARTICLE 20 - RATES OF PAY AND CLASSIFICATION**

20.01 (a) The following rates shall be paid:

1-Apr-08	START	1	2	3	4	5	6	7	After 25 Yrs of LGLDHU Service
Registered Nurse	26.9093	27.6194	28.6134	29.3296	30.3435	31.3875	33.4587	35.1458	35.9964
Public Health Nurse	28.7323	29.4419	30.4539	31.1719	32.2014	33.2472	35.3965	37.0836	37.8253
PHN Coordinator	29.9745	30.6846	31.6955	32.414	33.4441	34.4888	36.685	38.3715	39.2221
Nurse Practitioner	45.7051	46.4147	47.4267	48.1447	49.1742	50.22	52.3693	54.0564	54.907
Team Leader	1.80								

1-Apr-09	START	1	2	3	4	5	6	After 25 Yrs of LGLDHU Service
Registered Nurse	28.517	29.5433	30.2828	31.3297	32.4076	34.5461	36.288	37.1663
Public Health Nurse	30.3988	31.4437	32.185	33.2479	34.3277	36.5469	38.2888	39.0546
PHN Coordinator	32.4046	33.4484	34.1902	35.2538	36.3324	38.6	40.3413	41.2196
Infection Control Specialist	32.4046	33.4484	34.1902	35.2538	36.3324	38.6	40.3413	41.2196
Nurse Practitioner	47.9232	48.9681	49.7094	50.7724	51.8522	54.0713	55.8132	56.6915
Team Leader	1.80							

1-Apr-10	START	1	2	3	4	5	6	After 25 Yrs of LGLDHU Service
Registered Nurse	29.0873	30.1342	30.8885	31.9563	33.0558	35.237	37.0138	37.9096
Public Health Nurse	31.0068	32.0726	32.8287	33.9129	35.0143	37.2778	39.0546	39.8357
PHN Coordinator	33.0527	34.1174	34.874	35.9589	37.059	39.372	41.1481	42.044
Infection Control Specialist	33.0527	34.1174	34.874	35.9589	37.059	39.372	41.1481	42.044
Nurse Practitioner	48.8817	49.9475	50.7036	51.7878	52.8892	55.1527	56.9295	57.8253
Team Leader	1.80							

4-Oct-10	START	1	2	3	4	5	6	After 25 Yrs of LGLDHU Service
Registered Nurse	29.3782	30.4355	31.1974	32.2759	33.3864	35.5894	37.3839	38.2887
Public Health Nurse	31.3169	32.3933	33.157	34.252	35.3644	37.6506	39.4451	40.2341
PHN Coordinator	33.3832	34.4586	35.2227	36.3185	37.4296	39.7657	41.5596	42.4644
Infection Control Specialist	33.3832	34.4586	35.2227	36.3185	37.4296	39.7657	41.5596	42.4644
Nurse Practitioner	49.3705	50.447	51.2106	52.3057	53.4181	55.7042	57.4988	58.4036
Team Leader	1.80							

- (b) Full time nurses shall move to the next increment level on the anniversary date of employment unless such nurse has had periods of regular or casual part time or temporary full time employment and has an adjusted anniversary date in which case she/he will move to the next increment level on the adjusted anniversary date.

Once permanent status has been attained, an adjusted anniversary date will be determined by calculating all paid hours during the nurse's employment.

- (c) A nurse shall normally progress only one step in the salary grid per

calendar year unless she/he qualifies under (b) above or Article 20.04.

20.02 A Public Health Nurse with a baccalaureate degree in nursing from a degree granting institution in Canada, or equivalent, will receive \$300.00 which is included in the rates outlined in 20.01 (a).

20.03 A Team Leader allowance will be paid on an hourly basis, to nurses assigned to the position of Team Leader, at a rate of \$1.75 per hour for each hour in which the nurse is assigned to the position of Team Leader. Effective April 1, 2008, the Team Leader allowance will be increased to \$1.80 per hour. The allowance will be paid on each pay period following the submission of the approved timesheet noting the Team Leader hours.

20.04 Recent related experience in public health nursing which adds to the value of the nurse's service will be recognized on the basis of increments equal to one (1) year less than the nurse's years of completed service to a total of five (5) increments.

Recent experience in nursing not directly related to public health nursing which adds to the value of the nurse's service will be recognized on the basis of one increment for each two (2) years of completed experience to a total of five (5) increments.

The Employer may grant further increments on recommendation by the Director and Medical Officer of Health, including increments for nursing experience not directly related to public health nursing.

20.05 Nurses who retire or who accept employment elsewhere and who indicate they wish to continue working with the Health Unit on a casual basis will be placed on the salary grid at the level they held at the time of termination. They will not, however, retain seniority for past service with the Health Unit.

## **ARTICLE 21 - RATES OF PAY (PART TIME NURSES)**

21.01 (a) The rate of pay for part time, and temporary full time nurses shall be computed as follows:

### **Hourly Rate of Full Time Nurses + 12% (in lieu of benefits)**

(b) A part time nurse whose status is altered to full time shall assume her same level on the full time grid and vice versa.

- (c) Increments for part time nurses shall be paid after such nurses have completed 1400 hours of work with respect to each increment earned.
- (d) Upon hiring, a casual nurse shall be placed on the appropriate grid in accordance with Article 20.04. Such rate shall include any compensation in lieu of benefits as detailed in the following Articles:

- Article 11 – Vacation
- Article 13 - Leaves of Absence
- Article 14 - Disability Income Protection
- Article 16 – Insurance and Pension Plans
- Article 17 – Inservice Education Program

Movement along the grid shall be one (1) step after two (2) consecutive years of service providing the casual nurse has worked a minimum of thirty-five (35) hours in each of the two (2) years. For this purpose, the anniversary date shall be deemed to be the date the casual nurse first began her/his employment with the Health Unit, or April 1, 2005 whichever is later.

In addition to their hourly rate, casual nurses shall receive eight percent (8%) vacation pay for each hour paid.

Seniority for casual nurses shall be calculated in accordance with actual straight time hours worked by the nurse.

Where a casual nurse becomes a permanent employee, her/his seniority date shall be calculated to include her/his service as a casual nurse. An adjusted anniversary date will be determined by calculating all paid hours during the nurse's employment.

Part-time and casual nurses shall have the option of becoming members of O.M.E.R.S. in accordance with the O.M.E.R.S. guidelines and with the regulation under the ***Pension Benefits Act***. The nurse's percent in lieu of benefits will be reduced by the amount the employer is contributing to OMERS on behalf of the nurse.

## **ARTICLE 22 - DURATION OF AGREEMENT**

- 22.01 This Agreement shall be for a period of two (2) years commencing on the 1st day of April 2009 and ending on the 31st day of March 2011.
- 22.02 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter unless

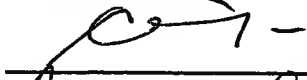

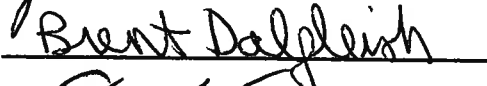

either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions.

Such notification will be made no more than ninety (90) days prior to the termination date of this Agreement.

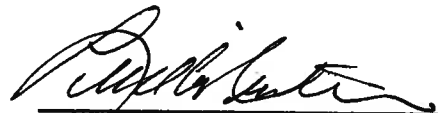
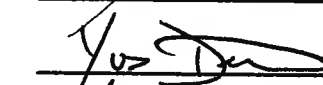
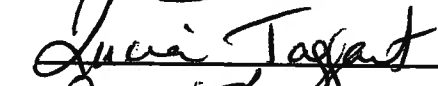
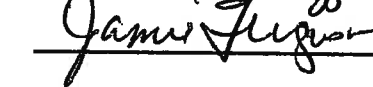
22.03 Negotiation with respect to renewal of this Agreement shall commence within thirty (30) days of such notice or at a time mutually agreed to between the parties.

SIGNED this 26<sup>th</sup> day of August 2009.

**THE BOARD OF HEALTH, OF THE  
LEEDS, GRENVILLE AND LANARK  
DISTRICT HEALTH UNIT**

  
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**ONTARIO NURSES ASSOCIATION**

  
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## **LETTER OF UNDERSTANDING**

### **BETWEEN:**

**LEEDS, GRENVILLE & LANARK DISTRICT HEALTH UNIT**

**- AND -**

**ONTARIO NURSES' ASSOCIATION AND ITS LOCAL 137**

### **RE: Staffing and Workload Issues**

This letter is intended to acknowledge considerable discussion that has taken place between the parties on an issue that could not be effectively addressed by changes to the Collective Agreement.

The parties agree that:

The need for casual nurses is not always predictable.

When term/temporary positions are created the normal impact is a reduction to the casual pool of nurses.

Several casual nurses have a desire to work part time and the availability of part time positions is currently limited within the Health Unit.

Some full time nurses would prefer to work part time and this has been managed by approving leaves of absence without pay to reduce the biweekly hours worked.

The creation of part time public health nursing positions would be advantageous to program delivery since another trained individual would be available to work extra hours as program needs arise.

The hourly cost of part time nurses varies from that of full time nurses.

A reduction in the availability of casual nurses and the reduction of biweekly hours of work for full time nurses impacts the remaining full time nurses by necessitating redistribution of workloads and overtime.

Having full time nurses continuously reschedule workloads and working overtime is not ideal from a business perspective nor from a personal perspective.

## LETTER OF UNDERSTANDING

### BETWEEN:

**LEEDS, GRENVILLE & LANARK DISTRICT HEALTH UNIT**

- AND -

**ONTARIO NURSES' ASSOCIATION AND ITS LOCAL 137**

**RE: Staffing and Workload Issues (Continued from previous page)**

And we agree to the following intended actions:

It is not the intention of the Employer to use casual nurses for normal day to day operations.

When an ongoing temporary nursing need is known and funding for such need is available, a term position will be posted.

The Employer intends to maintain a reasonable pool of casual nurses to be called upon during periods of vacation, short term temporary absences for other reasons and during temporary times of peak workload.

The parties will look at the feasibility of implementing part time positions as opportunities arise.

The ONA/Management Committee will be used on an ongoing basis as a forum to review/discuss the issues within this letter and input from the members of the Association will be considered by management in their plans for resolution.

DATED this 20th day of September 2005.

Renewed: 11<sup>th</sup> day of June 2009.

FOR THE UNION

"Linda Hunter"

"Margaret Hendriks"

"Jamie Ferguson"

"Yves Decoste"

"Lucia Taggart"

FOR THE EMPLOYER

"Anne Warren"

"Adrian Van Schie"

"Joanne Pearce"

"Anne Carter"

"Brent Dalglish"

## **LETTER OF UNDERSTANDING**

**BETWEEN:**

**LEEDS, GRENVILLE & LANARK DISTRICT HEALTH UNIT  
(the "Employer")**

**- AND -**

**ONTARIO NURSES' ASSOCIATION AND ITS LOCAL 137  
(the "Union")**

**RE:           New Graduate Initiative**

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

1. As per the New Graduate Initiative, the Employer will hire full time temporary supernumerary nurses, up to the maximum funding available as per the Ministry guidelines;
2. Such supernumerary nurses will be paid as per the Public Health Nurse salary grid - Article 20;
3. A supernumerary nurse will work with a mentor for each program area in which she/he is assigned. Such mentorship shall be conducted in accordance with the Employer's Mentorship Program.
4. Such supernumerary positions will not be subject to internal postings;
5. Such nurses will be covered by the collective agreement;
6. The duration of such supernumerary appointments will be offered according to the period of funding. As per the new graduate initiative, the minimum duration of supernumerary positions is three (3) months and maximum duration is seven and a half (7.5) months;

7. After the completion of these three (3) months, these nurses may apply for and transfer to posted positions. If no other qualified members of the bargaining unit have applied for these positions, these nurses will be considered for any posted position. Once they have completed a six (6) month probationary period, these nurses shall be considered before external candidates.
8. Where a nurse has successfully posted into a position (as per number 7), and the Ministry funding has not been fully utilized, the parties will reach an agreement on the potential opportunities for the utilization of said unused funds;
9. The Union will be provided with quarterly reports (via e-mail) of the status of the supernumerary positions. The parties further agree to discuss any issues related to the supernumerary positions at the pre-scheduled ONA/Management Committee meetings;
10. This agreement is made without prejudice and precedent to either party.

DATED this 11th day of June, 2009.

FOR THE UNION

"Linda Hunter"

"Lucia Taggart"

"Margaret Hendriks"

"Yves Decoste"

FOR THE EMPLOYER

"Anne Warren"

"Joanne Pearce"

"Anne Carter"

"Brent Dalgleish"

"Adrian Van Schie"

## **LETTER OF UNDERSTANDING**

**Between:**

**LEEDS, GRENVILLE, & LANARK HEALTH UNIT**

**And:**

**ONTARIO NURSES' ASSOCIATION**

### **Re: Individual Special Circumstance Arrangements**

1. The Health Unit and the Association may agree to implement Individual Special Circumstance agreements to reduce the regular hours of work for a full time permanent nurse based on individual requests. Individual requests will be in writing to the nurse's director with a copy to the Bargaining Unit President. Once a request is received the Union, Employer and the Employee will meet within two (2) weeks of the request to determine the details of the arrangement.
2. The parties agree the intention of creating this type of arrangement is primarily to retain Full-time Registered Nurses who have identified a special circumstance through a written application to their director. The decision to allow an individual special circumstance arrangement will be made in consideration of the personal need of the nurse and the service requirements of the Employer. Approvals for this type of arrangement will be based on the seniority of those who request such arrangement.
3. Requests will only be considered to reduce the regular hours of work for a full time permanent nurse by one (1), two (2) or three (3) days per pay period, resulting in their position becoming 0.9 FTE, 0.8 FTE or 0.7 FTE for the period of the Special Circumstance Agreement.
4. The decision to enter into an arrangement shall require the mutual agreement of the Association, the Employer and the Nurse.
5. Individual Special Circumstance Arrangements shall be based on a calendar year for a minimum of 6 months duration and a maximum of 2 years, at which time, the Nurse will return to full time hours unless an extension is agreed to by the Association and the Employer. The Union, the Employer and the Nurse may request to discontinue the arrangement with ninety (90) days written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. Should the arrangement be discontinued the Nurse shall revert back to her/ his 1.0 FTE permanent position.
6. The Association and the Employer agree that the additional hours of work created by these positions will be offered by seniority starting with Job Share Nurses and then part time/casual Nurses. The parties may agree that the use of the unfilled hours of work resulting from these agreements will be determined through discussions between the Employer and Representatives of the Association. The parties may agree to combine the unfilled hours of individual circumstances for the

purposes of creating a temporary position of more than a 0.2 FTE, which will be posted as per Article 6.06.

7. In the event that the Nurse in a Special Circumstance Arrangement resigns, transfers, or is terminated, the arrangement will end and the full time position will be posted.
8. Regardless of Article 6, seniority shall be prorated to reflect the Special Circumstance Arrangement.
9. Vacation accumulation shall be prorated to reflect the reduced hours of work for the period of the Special Circumstance Agreement.
10. Any increase to the rate of pay or to the rate of vacation accumulation due to the Nurse during the period of the Special Circumstance Agreement shall be awarded to the Nurse in the same fashion as it would have been awarded if the Agreement were not in place.
11. The Nurse will be responsible for the prorated share of the premiums to allow continuation of Extended Health Care, Semi Private and/or Dental benefits related to her/his reduction in hours. For example, if the Nurse becomes a 0.9 FTE for the period of the Special Circumstances Agreement, the Nurse will be responsible for 10% of the Employer's share of the cost of premiums for the continuation of Extended Health Care, Semi Private and/or Dental benefits in addition to the amounts paid as a full time Nurse. Likewise, a 0.8 FTE Nurse will be responsible for 20% of the premiums and a 0.7 FTE Nurse will be responsible for 30% of the premiums.
12. The Nurse will be given the option to purchase the OMERS broken service at the end of each calendar year. The cost of this purchase will be entirely borne by the Nurse.
13. The Employer will provide a letter confirming the Special Circumstance agreement for each individual.

DATED this 18th day of June, 2009.

FOR THE UNION

"Linda Hunter"

"Margaret Hendriks"

"Jamie Ferguson"

"Yves Decoste"

"Lucia Taggart"

FOR THE EMPLOYER

"Anne Warren"

"Adrian Van Schie"

"Joanne Pearce"

"Anne Carter"

"Brent Dalglish"