

**COLLECTIVE AGREEMENT**

Between:

**BRANT COUNTY HEALTH UNIT  
ALLIED**  
(Hereinafter referred to as “the Employer”)

And:

**ONTARIO NURSES’ ASSOCIATION**  
(Hereinafter referred to as “the Union”)

Expiry Date: April 30, 2020

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this agreement is to set down the terms and conditions of employment for members of the union covered by this agreement.
- 1.02 This collective agreement between the parties supersedes any and all past practices including, but not limited to, written or oral understandings, where such past practices would be in conflict with this agreement.
- 1.03 The Union agrees to co-operate with the Employer to provide efficient public health services to the community served by the Employer.

## **ARTICLE 2 – RECOGNITION AND DEFINITIONS**

- 2.01 The Employer recognizes the Union as the bargaining agent of all employees of the Brant County Board of Health in the City of Brantford, save and except Supervisors, persons above the rank of Supervisor, Executive Secretary to the Medical Officer of Health, Personnel Secretary to the Employment Relations Officer, and persons for whom any trade union held bargaining rights as of April 10, 1995.
- 2.02 Five (5) categories of employees are covered by this agreement:

- (a) Full-time – these are employees who are employed on the basis of providing a regular commitment to work seventy (70) hours in a two (2) week period.
- (b) Regular Part-time – these are employees whose regular commitment is to work at least fifty percent (50%) or more, but less than one hundred percent (100%) of the scheduled time of a full-time employee.

Note: Regular part-time employees who accept to work full-time hours (ref.(a) on a temporary basis for a period longer than three months, shall have their benefit premiums cost shared the same as for full-time employees (ref. Art. 21). All other terms and conditions/entitlements remain unchanged.

- (c) Casual part-time – employees working less than regular part-time hours shall be deemed casual.

Note: Casual part-time employees do not accrue seniority, are not entitled to paid time off and are not eligible for benefits, unless specifically stated to the contrary.

- (d) Support Temporary Casual – These are employees hired to work less than 910 hours over a 12 month period, January – December. They may be scheduled to work up to a maximum of 70 hours in a 2 week pay period.
- (e) Temporary – a temporary employee is an employee who is hired, either full-time or regular or casual part-time, for a period of up to fifteen months (for example a pregnancy and parenting leave; illness or education; or to perform duties related to a specific project).

- i) The Employer may use agency personnel or subcontract on an ad hoc basis to replace employees for up to six (6) months who are absent due to vacation, illness, leaves of absence or to augment existing staffing in a workload situation. Such persons shall not be used to displace employees in the bargaining unit. In all such cases, the Employer shall inform the Union of the name, job function and duration of such contracted work.
- ii) Temporary employees are not eligible for benefits, unless specifically stated to the contrary. Temporary full-time and regular part-time employees hired for 6 months or more will be entitled to paid time off as follows:
- 6 – 7 months – 7 hours  
 8 – 9 months – 14 hours  
 10 – 15 months – 21 hours
- iii) A temporary employee does not accrue seniority and has no seniority status. However, should a temporary employee be hired into a full-time or regular part-time position, and he/she has been fulfilling all the responsibilities of that position while in the temporary capacity, the employee shall:
- have his/her seniority date established as the date of his/her last hiring (i.e. the date he/she was hired into the temporary position)
  - be afforded benefit entitlements subject to the carriers' limitations (e.g. three month waiting period)
  - have time off entitlements in accordance with the Collective Agreement based on the date of last hire (i.e. the date he/she was hired into the temporary position)
  - be considered a probationary employee until he/she has completed six months in the position (as described above).
- iv) Should a temporary employee be hired into a different full-time or regular part-time position (e.g., hired temporarily to work as a clerk, and hired into a program secretary position) or into a position where he/she has not been fulfilling all the responsibilities of that position while in a temporary capacity, the employee shall:
- have his/her seniority date established as the date of his/her last hiring (i.e. the date he/she was hired into the temporary position)
  - be afforded benefit entitlements subject to the carriers' limitations (e.g. three month waiting period)
  - have a time off entitlements in accordance with the Collective Agreement based on the date of last hire – (.e. the date he/she was hired into the temporary position)
  - be considered a probationary employee until he/she has completed six months fulfilling all the responsibilities of the full-time or regular part-time position

### **ARTICLE 3 – MANAGEMENT’S RIGHTS**

3.01 It is agreed that unless expressly and specifically provided to the contrary in the articles of this agreement, the management of the Health Unit and all of the functions thereof are all vested solely and exclusively with the Employer.

It is further agreed that the Employer retains the right to exercise any other right, function or prerogative of management which are not abridged by an express and specific provision of this agreement.

3.02 The Union acknowledges that, without limiting the generality of the foregoing Article 3.01, it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency including the establishment and enforcement of rules and regulations governing employee conduct and safety. Prior to giving effect to any changes in Rules or Policies which affect employees covered by the agreement, the Employer shall discuss the changes with the Union and provide it with copies;
- (b) hire, classify, lay off, recall, demote, discharge, suspend or otherwise discipline an employee subject only to a claim by an employee who has completed his/her probationary period, that the discipline was without just cause. Such claim may be processed as a grievance as provided hereafter;
- (c) assign, either permanently or temporarily, employees between positions, where the employer has determined that the employee has the requisite skills and that the assignment is in the interest of the efficient operation of the Health Unit as determined by the Medical Officer of Health; and
- (d) transfer, either permanently or temporarily, employees between classifications, where the employer has determined that the employee has the requisite skills and that the transfer is in the interest of the efficient operation of the Health Unit and has the consent of the employee. Any such transfer shall be remunerated in accordance with the existing pay scale to which the employee is transferred.
- (e) The employer agrees that it shall not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

### **ARTICLE 4 – COMMITTEES**

4.01 The employer agrees to recognize the following committees:

- (a) Labour/Management Committee

The Committee shall be comprised of not more than three (3) employee members representing bargaining unit employees who are elected or appointed by the bargaining unit and three (3) members from management selected by the Executive Director/designate.

The purpose of the Committee shall be to discuss matters of interest or concern to employees of the bargaining unit and any matters which may impact on the bargaining unit.

The committee shall meet at mutually agreed times when there are sufficient matters of concern to be discussed.

Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any. Copies of the record shall be provided to Committee members.

(b) Grievance Committee

The Committee shall be comprised of not more than three (3) employee representatives. The Committee shall operate in accordance with the provisions, as set out in this agreement.

(c) Negotiation Committee

The Employer agrees to recognize a Negotiating Committee of three (3) employee representatives, for the purpose of negotiating a renewal Collective Agreement.

(d) Union/Employee Representatives

The Employer agrees to recognize two (2) employee representative. This representative is for the purpose of dealing with union business in accordance with the provisions of the Collective Agreement.

4.02 At any joint meetings between any of the above committees, an ONA representative may be present at the request of either party.

4.03 (a) Except as provided herein, the employer agrees that there will be no loss of earnings for committee members for time spent when meeting with the employer during regular working hours. The maximum amount payable, however, shall not exceed the employee's straight time daily rate of pay.

(b) Notwithstanding the above provision, the salary and applicable benefits of the Negotiating Committee shall be maintained during the first two (2) days of negotiations by the Employer. For any subsequent days required, the Union agrees to reimburse the Employer for the salary and applicable benefit costs.

(c) Union representatives shall not leave their work to conduct union business without first obtaining approval from their Manager/Director. When resuming their regular work, the Union representative shall report to their Manager/Director.

4.04 Before being required to recognize any union committee members, the union will provide the employer with the names of each employee designated to each of the above committees. This list will be revised from time to time as changes occur.

4.05 Joint Occupational Health and Safety Committee

(a) The Employer agrees to comply with the Occupational Health and Safety Act.

- (b) All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the committee and carrying out their duties, shall be deemed to be work time for which he/she shall be paid by the Employer at her/his regular rate and he/she shall be entitled to such time from work as necessary to attend scheduled meetings.

## **ARTICLE 5 – NON-DISCRIMINATION**

- 5.01 The Employer and the Union agree there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by their representatives with respect to any employee because of the employee's membership or non-membership in the union or activity or lack of activity on behalf of the union or by reason of the exercising of any rights granted under this agreement.
- 5.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, age, disability or religious affiliation or any other factor as set out in the Ontario Human Rights Code.
- 5.03 The Employer and the Union recognize their joint responsibilities in accommodating disabled employees and dealing with harassment in the workplace, as set out in the Ontario Human Rights Code, the Workplace Safety and Insurance Act and any other legislation pertinent to accommodation and harassment in the workplace.
- 5.04 For the purposes of this agreement and the benefits contained herein, a “common law” relationship/marriage shall afford all benefits to which a legal spouse is entitled subject carriers’ limitations.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 (a) The Employer will deduct from the salary of each employee covered by this agreement, a sum equal to the regular monthly union dues as determined by the Union. Such sums shall be deducted monthly.
- (b) The Union shall notify the Employer in writing of the amount of such dues, forthwith.
- If the amount of the monthly dues is to change, the Union will give to the Employer at least four (4) weeks written notice of the changed amount.
- (c) Within the next month after the making of each such deduction, the Employer shall remit the sum so deducted to the Provincial Secretary-Treasurer of the Union at the address provided by the Union.
- With the remittance, the Employer shall include a list of employees from whom the deductions were made, including their classification and program.
- The Union shall indemnify and save harmless the Employer with respect to all dues deducted as set out herein.

- (d) Employer shall provide on each employee's T4 slip the amount of dues deducted in the previous year, for income tax purposes.

## **ARTICLE 7 – HOURS OF WORK**

7.01 The parties to this agreement recognize that it is the function of the Employer to schedule hours of work so as to provide the most efficient use of available time to carry out the mandated responsibilities of the employer.

To this end, the hours of work as set out below shall not be interpreted or construed to be a guarantee of any sort with respect to the number of hours of work or days of work per week.

Any changes to the employee's work schedule must be submitted to the employees' immediate supervisor in advance. The immediate supervisor will discuss any necessary changes with the employee.

The Employer will provide two (2) weeks advance notice for Employees who are required to change their work schedule.

- (a) A regular full-time work schedule shall comprise an average of seventy (70) hours in a two (2) week period and may or may not be worked in units of thirty-five (35) hours per week.
- (b) A regular part-time work schedule shall comprise at least thirty-five (35) hours or more, but less than seventy (70) hours in a two (2) week period.
- (c) Employees shall be entitled to a ten (10) minute paid rest period on two occasions during their scheduled work day, one for each three and a quarter hours of scheduled time.
- (d) Employees shall be entitled to a one hour meal period, unpaid, during each scheduled work day of seven (7) hours or more. An employee may request to adjust their work schedule by one half hour to address personal matters. With their supervisor's approval in advance, an employee shall take one half hour meal period and propose an adjustment to their work schedule.

### 7.02 Flex Time

An employee's work schedule is developed to meet program demands and an employee may request to accommodate those demands by any one of the following means;

- A) adjusting their work day to accommodate the work, or;
- B) adjusting their schedule within the pay period or;
- C) accruing time of equal to or greater than one (1) hour increments



- (a) Any approved time worked in excess of an employee's work schedule (7.02 refers), but less than forty (40) hours in any one week, may be accumulated in the flex time bank.
- (b) An employee may accumulate up to twenty-one (21) hours in the flex bank. At no time shall an employee have more than twenty-one (21) hours in his/her flex bank.
- (c) When an employee reaches this maximum accumulation of twenty-one (21) hours he/she shall not be given approval to work any additional hours.
- (d) The maximum accumulation of twenty-one (21) hours in the flex time bank may be restored at any time should an employee use flex time from his/her bank.
- (e) Notwithstanding (a), (b), (c), (d), above, any and all flex time earned must be used by the end of each calendar year. When every attempt to use the flex time has been exhausted, the employee will be allowed to carry over the unused flex time, within 30 calendar days of the employee's return to work in the new calendar.

## 7.03

Compensating Time/Overtime

When an employee works in excess of forty (40) hours in any one week (Sunday through Saturday), if those hours extend the employee's approved scheduled work week, he/she shall:

- (a) be paid time and one half (1.5) his/her current hourly rate for each hour worked in excess of forty (40) hours, or
- (b) be granted compensating time on an hour for hour basis.

An employee may request he/she be granted compensating time off equivalent to the overtime hours rather than be paid as in (a) above.

An employee may accumulate up to twenty-one (21) hours in the compensating time bank. When an employee reaches this maximum accumulation of twenty-one (21) hours, he/she must flex/take the excess hours within the pay period. At no time shall an employee have more than twenty-one (21) hours in his/her compensating time bank.

Any unexpected time worked in excess of an employee's work schedule (7.01 (a) refers), shall be reported immediately or as soon as possible to the Manager/Director. The employee can choose to accumulate the excess time in the compensating bank on an hour for hour basis, or work the time into his/her schedule. Any hours in excess of forty (40) hours in any one week shall be dealt with as above.

Note: Unexpected is defined as an unanticipated or unforeseen incident, situation or event that arises that the employee has not planned into his/her schedule, and does not meet the two (2) weeks advance notice period.

## **ARTICLE 8 – SALARIES AND CLASSIFICATIONS**

8.01 The salary rates and classifications shall be set forth as Schedule "A" to this Collective Agreement effective September 1, 2008.

8.02 Where a classification not included in Schedule "A" is created by the Employer, the Employer shall assign a rate of pay to the classification.

If after meeting with the Union to discuss the assigned rate, the Union does not agree with the assigned rate of pay, then within ten (10) days of the meeting, the Union may file a grievance at Step 2 of the grievance procedure.

This grievance shall outline why the Union considers the Employer position to be incorrect, state what it considers to be the correct rate and the reasons therefore.

Should the matter proceed to arbitration, the parties may agree to a sole arbitrator. Notwithstanding anything to the contrary in this agreement, the jurisdiction of the sole Arbitrator or Arbitration Board shall be limited to confirming the rate of pay assigned by the Employer or to establish some other rate based upon the relationship existing among other classifications in this Collective Agreement (Schedule "A").

Any change to the rate established by the Employer either through meetings with the Union or by a single Arbitrator or Arbitration Board, shall be made retroactive to the time the new classification was filled.

8.03 The Employer reserves the right to set the hiring rate for new employees within the salary band for that classification.

The Employer may take into consideration any credit for recent related experience.

## **ARTICLE 9 – NO STRIKES OR LOCKOUTS**

9.01 As long as this agreement continues in effect there shall be no strikes or lockouts.

Notwithstanding, the terms "strike" and "lockout" shall be interpreted in accordance with the Ontario Labour Relations Act.

## **ARTICLE 10 – VACATIONS**

10.01 General

To facilitate vacation scheduling, all requests for vacation for the period of January 1st to March 31st should be submitted by November 1st to the immediate supervisor. Requests will be approved by seniority subject to the requirements of the organization no later than November 15th.

Requests received after November 1st will be granted subject to the requirements of the organization and on a first come first served basis.

To facilitate vacation scheduling, all requests for vacation for the period of April 1st to December 31st should be submitted by February 1st to the immediate

supervisor. Requests will be approved by seniority subject to the requirements of the organization no later than February 15th.

Requests received after February 1st will be granted subject to the requirements of the organization and on a first come first served basis.

- 10.02 (a) Employees hired within the current calendar year between January 1<sup>st</sup> and June 30<sup>th</sup>, shall be entitled to earn vacation days with pay for each completed month of service based on the applicable formula (10.02 (d) & (e) refers).
- (b) An employee who has not completed his/her probationary period (six [6] months) will accumulate vacation time but will not be entitled to take vacation days off until satisfactory completion of the probationary period.
- (c) Employees hired within the current calendar year after June 30<sup>th</sup> shall be entitled to no vacation time off but shall receive vacation pay based on a percentage of his/her gross wages for work performed in the preceding year based on the applicable formula (10.03 (a) & (b) refers). Vacation pay will be paid in January of each year, usually in the last pay period of the month, and paid on a separate cheque.
- (d) Following the calendar year in which they were hired, all full-time employees in Support I-V and Program I classifications, shall be credited with paid vacation time on January 1 of each year based on the following formula:

<u>Years of Continuous Service as of January 1 of the current year</u>	<u>Vacation Days</u>
Less than one (1) year to three (3) years	Fifteen (15) days
Three (3) years to fourteen (14) years	Twenty (20) days
Fourteen (14) years to nineteen (19) years	Twenty-five (25) days
Nineteen (19) years to twenty-five (25) years	Thirty (30) days
Twenty-five (25) years and over	Thirty-five (35) days

- (e) Following the calendar year in which they were hired, all full-time employees in Support VI-VII and Program II-V classifications shall be credited with paid vacation time on January 1 of each year based on the following formula:

<u>Years of Continuous Service as of January 1 of the current year</u>	<u>Vacation Days</u>
Less than one (1) year to fourteen (14) years	Twenty (20) days
Fourteen (14) years to nineteen (19) years	Twenty-five (25) days
Nineteen (19) years to twenty-five (25) years	Thirty (30) days
Twenty-five (25) years and over	Thirty-five (35) days

- (f) A public holiday which occurs during a full-time employee's scheduled vacation will not be counted as a vacation day but will be counted as a public holiday.

- (g) Prior to the end of each calendar year, each employee shall reduce their unused vacation entitlement, earned but not taken, to not more than five (5) vacation days.
- (h) Employees shall be advised of their vacation entitlement by January 15<sup>th</sup> of each year.
- (i) In the event of termination of employment, an employee shall be paid vacation pay for any unused earned vacation time in accordance with the above applicable provision (10.02 (a) & (b)). For the current year, vacation pay will be prorated based on the number of full months worked by the employee. In the event that an employee has used more vacation time off than he/she has earned at the time when their employment is terminated, the Employer shall deduct from the employee's final pay, applicable monies owing.
- (j) Employees who are absent without pay shall receive a pro-rated reduction in their vacation entitlement.

10.03 Regular Part-Time

Regular part-time employees shall receive vacation pay based on a percentage of his/her gross wages for work performed in the preceding calendar year.

Requests for unpaid vacation entitlement days shall be made in accordance with 10.01. However, there shall be no entitlement to carry over unused unpaid vacation entitlement.

- (a) All regular part-time employees in Support I-V and Program I classifications, shall receive vacation pay as follows:

<u>Years of Continuous Service as of January 1 of the current year (based on hour worked)</u>	<u>Vacation Pay</u>	<u>Vacation Entitlement</u>
Less than one (1) year to three (3) years work week =# of vacation days	Six percent (6%)	3 x days in a regular
Three (3) years to fourteen (14) years work week =# of vacation days	Eight percent (8%)	4 x days in a regular
Fourteen (14) years to nineteen (19) years work week =# of vacation days	Ten percent (10%)	5 x days in a regular
Nineteen (19) years to twenty-five (25) years work week =# of vacation days	Twelve percent (12%)	6 x days in a regular
Twenty-five (25) years and over work week =# of vacation days	Fourteen percent (14%)	7 x days in a regular

- (b) All regular part-time employees in Support VI-VII and Program II-V classifications shall receive vacation pay as follows:

<u>Years of Continuous Service as of January 1 of the current year (based on hours worked)</u>	<u>Vacation Pay</u>	<u>Vacation Entitlement</u>
Less than one (1) year to (14) fourteen years work week =# of vacation days	eight percent (8%)	4 x days in a regular

Fourteen (14) years to nineteen (19) years	Ten percent (10%)	5 x days in a regular work week =# of vacation days
Nineteen (19) years to twenty-five (25) years	Twelve percent (12%)	6 x days in a regular work week =# of vacation days
Twenty-five (25) years and over	Fourteen percent (14%)	7 x days in a regular work week =# of vacation days

- (c) Vacation pay for part-time employees will be paid bi-weekly.
- (d) Casual full-time and casual part-time and temporary employees shall be paid six percent (6%) vacation pay. Temporary employees hired for more than twelve (12) months shall be entitled to ten (10) days unpaid vacation time off during their term.
- (e) Increases in entitlements for regular part-time employees shall be based on total number of hours worked divided by one thousand eight hundred and twenty (1820).

## **ARTICLE 11 – HOLIDAYS**

11.01 The following days are recognized as holidays and shall be paid at the employee's regular straight time daily rate of pay under the following terms of qualification:

New Years Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

The union and the employer agree that the employees have been provided with personal leave time, as set out in Article 2.02 (e) (ii) and 19.08 Personal Leave Time, in lieu of the observance of Family Day.

### 11.02 Eligibility Criteria

In order to be eligible for paid public holidays an employee must work their regularly scheduled day before and after the holiday, and the employee must work on the public holiday if he/she previously agreed to do so.

An employee who does not meet the above criteria, without reasonable cause, will forfeit the right to a paid public holiday.

#### (a) Full-time Employees

If a public holiday falls on a day that would ordinarily be a working day for an eligible full-time employee, the employee will receive the day off work and will receive public holiday pay for that day.

#### (b) Part-time and Temporary Employees

If a public holiday falls on a day that the Health Unit would ordinarily be operating, eligible regular part-time, casual part-time and temporary

employees will receive the day off work and will receive public holiday pay for that day. Whether the employee was scheduled to work or not, the employee will receive public holiday pay which is equal to their previous four weeks' wages (including vacation pay, if applicable) divided by twenty (20) (ESA).

- 11.03 (a) Where a full-time or regular part-time employee who meets the qualifications set out above is required to work and works on one of the holidays set out in 11.01 above, she/he shall be paid at the rate of two and one-half (2½) times the rate with no additional time off. (This includes the holiday payment.)
- (b) A full-time employee may, however, opt for a payment of one and one-half (1½) times the rate and in addition receive a day off with pay at a time convenient to such employee and his/her supervisor.
- (c) If a casual or temporary employee is required to work on any of the holidays set out in 11.01 above, the employee will be paid for each hour worked at the rate of one and one-half (1½) times the employee's regular hourly rate for each hour worked.
- 11.04 Should one of the named holidays in 11.01 above fall on a non-scheduled work day, the next scheduled work day shall be observed as the holiday.

## **ARTICLE 12 – SENIORITY**

- 12.01 (a) The term "seniority" and "service" used in this agreement shall be defined as the length of time a full-time and regular part-time employee has spent in the continuous employment of the Employer.
- (b) A regular part-time employee's seniority shall be calculated on the basis that thirty-five (35) hours of work will equal one (1) week of seniority.
- (c) An employee's full seniority and service shall be retained by the employee if they transfer from full-time to regular part-time status or vice versa.
- (d) The Employer shall maintain seniority lists showing the employee's name, job classification, position and status (12.04 refers) and the date upon which current service commenced in either a full-time or regular part-time position. An up-to-date seniority list shall be placed on the bulletin board and a copy thereof shall be sent to the President of the Union in January and July of each year. Complaints concerning the accuracy of such list will only be considered if they are received in writing within twenty (20) work days of posting.
- 12.02 (a) A new employee, except as set out herein, shall be considered a probationary employee without seniority status until she/he has completed six (6) continuous months of employment. This period may be extended for a further period of not more than three (3) consecutive months with the approval of the immediate supervisor, probationary employee and the Union President.

- (b) Upon satisfactory completion of his/her probationary period, a full-time or regular part-time employee's seniority date shall be established as the date of his/her last hiring by the Employer.
  - (c) A casual part-time employee shall be considered a probationary employee until she/he has completed at least 910 hours or until she/he completes twenty-four (24) months of employment.
- 12.03 It is understood and agreed that the release from employment or lay off of an employee who has not completed his/her probationary period shall not be the subject of the Grievance or Arbitration procedure.
- 12.04 Seniority shall be maintained on two lists, one for full-time and one for regular part-time, and will set out ranking, seniority by job classification and position.
- 12.05 When an employee successfully completes his/her probationary period she/he shall be placed on one of the seniority lists (12.02 (b) refers).
- 12.06
- (a) Where a lay off, for whatever reason is declared by the employer, the lay off, shall occur in reverse order of seniority, within the status, job classification and position affected. Where the seniority date is the same, the toss of a coin will decide the most senior employee.
  - (b) The Employer shall meet and provide the Union with as much notice as practical of any pending lay off which shall in no case be less than four (4) weeks.
  - (c) Probationary, casual and temporary employees within the job classification and position affected shall be terminated before any full-time or regular part-time employee is laid off.
  - (d) In the event of recall in any given job classification and position, those laid off from the job classification and position shall be recalled in reverse order of lay-off. No new employees shall be hired into a position for which an employee on layoff retains the right to be recalled and who has been given the opportunity to return to work.
  - (e) In the event of a lay-off, the parties agree to meet and discuss ways to decrease the impact on the employees.
- 12.07 Seniority shall accumulate when an employee is absent from work under the following circumstances:
- (a) Approved leaves of absence with pay;
  - (b) When in receipt of an illness allowance which has been approved by the Employer;
  - (c) When in receipt of Workers' Compensation for a period not to exceed twenty-four (24) months;
  - (d) Approved leaves of absence without pay of six (6) months or less;
  - (e) Pregnancy and Parental leave in accordance with the Employment Standards Act.

12.08 Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- (a) approved leaves of absence without pay in excess of six (6) months;
- (b) approved maternity leave of more than one (1) year;
- (c) while on lay off.

12.09 An employee shall lose all seniority and shall be deemed terminated in the event she/he:

- (a) is discharged and not reinstated;
- (b) resigns or is retired;
- (c) is absent from work in excess of three (3) work days without notifying his/her supervisor of the reason for the absence.
- (d) fails to report to work after lay off within five (5) work days of being notified to return to work by registered mail or personally contacted by telephone;
- (e) is laid off for a period of nine (9) consecutive months;
- (f) fails to report to work after a leave of absence unless a reason satisfactory to the Employer is provided;
- (g) does not return to work after having been in receipt of an illness allowance for a period of two (2) years. In such cases the employer and the union shall discuss the application of the article prior to the employer relying on such article.

12.10 Transfers and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his/her consent. In the case of a temporary assignment not exceeding fifteen (15) months, unless otherwise agreed to by the Employer and the Union, such employee on temporary assignment shall continue to accumulate seniority for the first six (6) months.
- (b) An employee who is permanently transferred to a position outside the bargaining unit shall not retain his/her seniority.

12.11 Job Postings

- (a) The purpose of this clause is to provide information to employees concerning job vacancies which the employer intends to fill.

When a full-time or part-time permanent vacancy exists, notice of such vacancy will be posted for a period of five (5) work days.



Subsequent vacancies, if any, created by the filling of a job posting may be filled at the discretion of the employer, without further posting.

- (b) Where a new full-time position is created which the Employer intends to fill, it shall be clearly identified as such and posted for the same period of time as in (a) above.
- (c) Qualified Full-time or Part-time employees may make application for consideration.
- (d) Notwithstanding anything in this article, the employer reserves the right to advertise the position externally, and to fill the vacancy from outside sources.
- (e) The employer may fill at its own discretion any temporary vacancies.
- (f) A probationary employee, or an employee who accepts a transfer to another posted position, shall be precluded from applying for another equal to or lower paid posted position for a period of twelve (12) months.
- (g) The employer will notify the Local Representatives of all successful job applicants, re-classifications and temporary positions within five (5) working days.

The employer agrees to develop a policy no later than May 31<sup>st</sup>, 2002 on:

- i) A system to advise employees on a L.O.A. of any job vacancy while on leave and:
- ii) A policy to assist unsuccessful applicants to job postings of methods to improve their success in future competitions.

### **ARTICLE 13 – PERFORMANCE EVALUATION**

13.01 Any completed evaluation which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall sign the evaluation indicating that it has been reviewed with the employee and he/she shall have the opportunity to add his/her views to such document at the time of discussion. The employee will receive a copy of the evaluation. A performance evaluation does not constitute disciplinary action against the employee.

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

### **ARTICLE 14 – ACCESS TO FILES**

14.01 An employee may request, in writing, to review the content of his/her personnel file. Such a review may take place at the convenience of the Employer, in the presence of the Manager, Human Resources/delegate. The time for such a review will be mutually agreed.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

### 15.01 Complaint Stage

It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. Prior to filing a written grievance, an employee, accompanied by a member of the Union if he/she so desires, will discuss his/her complaint with his/her supervisor giving him/her the opportunity to adjust his/her complaint. Such complaint shall be discussed within ten (10) work days after the circumstances giving rise to it have occurred. The supervisor shall reply within five (5) working days of such discussion. Failing settlement of the complaint the employee may submit a written grievance in accordance with the following procedure.

15.02 Any difference between the Union and the Employer, or between an employee who has completed his/her probationary period and the Employer which concerns the interpretation, application or alleged violation of the terms and provisions of this agreement may be considered a grievance.

In submitting a written grievance it is required that a comprehensive text of the allegation be set out, the section(s) of the agreement allegedly being violated and the remedy sought.

15.03 The time limits set out in the Grievance and Arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned.

### 15.04 Step No. 1

An employee who has completed his/her probationary period and who has gone through the Complaint Stage, may submit his/her grievance in writing to the Manager, Human Resources within five (5) work days of the reply by the supervisor to the complaint stage.

The immediate supervisor or designate and the Manager, Human Resources shall meet with the grievor and a representative of the Grievance Committee within five (5) work days from receiving the grievance, and render a decision in writing within five (5) work days following that meeting.

### Step No. 2

If the matter remains unresolved after the meeting with the immediate supervisor and the Manager, Human Resources, the grievor may within a further five (5) work days from receiving the decision, submit the grievance to the Executive Director.

Within ten (10) work days from the receipt of the grievance, the Executive Director or his/her designate, the immediate supervisor and the Manager, Human Resources shall meet with the grievor, the Grievance Committee and the ONA Labour Relations Officer in an attempt to resolve the matter.

The written decision of the Executive Director or his/her designate shall be given within ten (10) work days from the date of the meeting to the ONA Labour

Relations Officer with a copy to the Grievance Committee. Should the employer not respond within the ten (10) days, the Union shall deem an extension of the timeframe for the employer to respond.

If the matter remains unresolved, it may be processed to arbitration as herein provided.

- 15.05 A policy grievance is defined as a grievance that affects all employees generally. A policy grievance must be filed within ten (10) work days of the circumstances giving rise to the grievance. Such grievance must concern the interpretation, application or alleged violation of the Collective Agreement.

Either party may file a policy grievance on the same terms and time limits as set out above. If the grievance is filed by the Union it will commence at Step 2. An employer grievance will be filed with the Union Grievance Committee.

- 15.06 Where a number of employees have grievances which arise from similar circumstances, they may present a group grievance in writing signed by each employee to the immediate supervisor within ten (10) work days after the circumstances giving rise to the grievance have occurred. The immediate supervisor shall meet with an employee representative and a member of the Grievance Committee and attempt to resolve the grievance. The applicable provisions shall then apply with respect to the processing of such grievances.

- 15.07 Union and employee grievances shall be submitted on the form set out in Appendix 1.

## **ARTICLE 16 – ARBITRATION**

- 16.01 (a) If the grievance is not settled, the Union will notify the Employer within thirty (30) calendar days of the reply in Step 2 of their decision to proceed to Arbitration. If notice is not received within thirty (30) calendar days, the grievance shall be deemed abandoned.
- (b) Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the grievance procedure(s) established by this agreement, notify the other party in writing of its desire to submit the differences or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten (10) working days inform the other party of the name of its appointee to the Arbitration Board.

The two appointees so selected, shall within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee

affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.

- (c) The Arbitration Board shall not have any authority to alter or change any provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms or conditions in lieu thereof or to give any decision, which adds to or detract from any provision of this agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board and will share equally the fees and disbursements of the Chairperson. No person who participated in the Grievance Procedure may be appointed as a nominee to the Board by either party.

16.02 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

### **ARTICLE 17 – SUSPENSION AND/OR DISCHARGE**

17.01 A claim by an employee who has completed his/her probationary period that she/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) work days after the date of the discharge or suspension. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing or suspending the employee; or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

17.02 In the event of suspension or discharge the employee shall have the option to have an Employee Representative in attendance at any interview.

### **ARTICLE 18 – ILLNESS AND DISABILITY PLAN**

18.01 (a) The benefit plan comprises all of the articles set out in the article and applies to all full-time and regular part-time employees who have successfully completed their probationary period and who work at least 50% of the annual Health Unit hours.

(b) All full-time employees are obliged to participate in the STD and LTD plans.

(c) Regular part-time employees hired after July 1, 1993, are not eligible for participation in the LTD plan, however, are covered under the STD plan.

(d) The employer, the union, and the employee, agree to co-operate to justify absences, to expedite decisions regarding eligibility for payment of benefits, and to facilitate a return to work.

The employer may require a medical statement of illness at any time for the following purposes:

- to justify absences as a result of illness or injury,
- to determine eligibility for benefits, and/or,
- to facilitate an early and safe return to work including accommodation.

For the above purposes, the Employer may utilize the expertise of external consultants to request and review such medical statements. Such consultants may make recommendations to the employer. It remains the Employer's responsibility to make decisions on such matters.

The Employer shall advise the union when it engages such a consultant.

The Employer shall pay for all medical statements requested.

- (e) An employee who is engaged in outside employment or business apart from his/her employment with the Health Unit, is not entitled to any benefits under this Illness and disability plan for any injury or illness arising from or out of that outside employment or business.

18.02

- (a) All full-time employees (except those covered in Article 18.02(b) will be credited on January 1 of each year with twenty (20) sick leave days for use in the calendar year, 10 of which may be used for non-STD qualifying illness and 10 of which shall be paid sick leave days when a employee is absent with an illness or injury for ten (10) consecutive working days and qualifies for STD.

Note: After fulfilling the provisions of (b) below, those full-time employees shall be covered by this Article, i.e. 18.02 (a).

- (b) Full-time employees hired after the effective date of this Collective Agreement who have completed their probationary period will receive sick leave days on the following basis:

<u>Month of hiring</u>	<u># of days in year hired</u>	<u>Month of hiring</u>	<u># of days in year hired</u>	<u># in following year after completion of probation Ill/STD</u>
January	10	July	0	9/10
February	8	August	0	8/10
March	6	September	0	7.5/10
April	4	October	0	7/10
May	2	November	0	6/10
June	0	December	0	5/10

- (c) All regular part-time employees (except those covered in 18.02 (d) will receive on January 1 of each year ten (10) sick leave days for use in that calendar year, 5 of which may be used for non-STD qualifying illness and 5 of which shall be paid sick leave days when an employee is absent with

an illness or injury for ten (10) consecutive working days and qualifies for STD.

Note: After fulfilling the provisions of (d) below, those regular part-time employees shall be covered by this Article, i.e. 18.02 (c).

(d) Regular part-time employees hired after the effective date of this Collective Agreement who have completed their probationary period will receive sick leave days on the following basis:

<u>Month of hiring</u>	<u># of days in year hired</u>	<u>Month of hiring</u>	<u># of days in year hired</u>	<u># in following year after completion of probation Ill/STD</u>
January	5	July	0	4.5/5
February	4	August	0	4/5
March	3	September	0	3.75/5
April	2	October	0	3.5/5
May	1	November	0	3/5
June	0	December	0	2.5/5

(e) Sick leave days may be drawn on for illness at full salary and benefits as needed.

(f) An employee who takes ill while on vacation will not be entitled to use any sick days in lieu of vacation days and will not be credited with such day(s) upon return from vacation or illness.

(g) Employees who are already receiving short-term or long-term disability benefits as of January 1 will not be credited with their sick leave days entitlement unless or until they return to full employment at which time he/she will receive a pro rata number of days based upon the month she/he returns to active employment.

(h) There is no pay out or cash value to these days and they will not be accumulated.

(i) If an employee is absent with an illness or injury for ten (10) consecutive working days she/he will receive full pay and benefits in accordance with 18.02 (a) and 18.02 (c) as applicable. After the tenth day she/he will be placed on the following short-term disability schedule which is based on length of service with the Employer.

<u>Length of Service at Start of STD</u>	<u>100% of Salary</u>	<u>70% of Salary</u>
up to 2 years	1 week	10 weeks
2 – 3 years	2 weeks	9 weeks
3 – 4 years	3 weeks	8 weeks
4 – 5 years	4 weeks	7 weeks
5 – 6 years	5 weeks	6 weeks
6 – 7 years	6 weeks	5 weeks
7 – 8 years	7 weeks	4 weeks

8 – 9 years	8 weeks	3 weeks
9 – 10 years	9 weeks	2 weeks
over 10 years	11 weeks	0 weeks

- (j) An employee can qualify for more than one STD schedule in a calendar year.
- i) Upon return to work, should an employee have a relapse of the same illness or injury, she/he will be reintroduced to the STD scale according to where they were in the schedule before returning to work, as in (i) above.
- ii) If an employee becomes injured or ill from a new injury/illness, he/she may use any unused sick leave days and may qualify for STD benefits as in (i) above.
- (k) All fringe benefits, vacation entitlements and seniority will continue to accumulate during any STD disability.
- (l) An employee will return to his/her original position when returning from an STD absence provided her/his original position is still available. If not, the employee will be eligible for recall in accordance with this agreement.
- (m) For calculation of payment, public holidays occurring during any week in which an employee is receiving STD or LTD benefits, will be considered a normal week day.
- (n) i) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- ii) Pregnancy/parenting leave is not eligible for short-term disability payments.
- (o) When an employee is absent due to a workplace accident and is in receipt of Workplace Safety and Insurance Board loss of earnings benefits, the Employer will top up the loss of earnings benefit to the employee's pre-accident net pay provided the employee has the hours in their sick time. The employee's sick time will then be used one quarter ( $\frac{1}{4}$ ) of a day for each day's absence, to bring a Worker's Compensation Board payment to full salary.
- (p) An employee who wishes to return to work while receiving STD benefits and who is unable to return to full-time immediately will continue to receive their STD benefits for the duration of their STD entitlement. At the end of this period, if the employee is unable to return to full-time employment he/she would continue to be on the same STD schedule at home.
- (q) Employees will be allowed to use 1 day of their sick leave days for the purpose of providing or arranging for unexpected care for the employee's spouse, dependent(s) or parent(s), or to accompany them to obtain medical care. Such leaves can be used in a block of one (1) hour.

18.03 Long-term disability benefits are insured benefits with premiums paid to an insurance company of the Employer's selection and apply only to full-time employees and those regular part-time employees hired before July 1, 1993.

- (a) LTD will commence on the ninety-first (91<sup>st</sup>) calendar day of illness or injury, when the Employer's payment of salary ceases and the insurance company's benefits begin.
- (b) The Employer will contribute one hundred percent (100%) of the premium cost of LTD which represents its sole responsibility with respect to this benefit.
- (c) The long-term disability plan will provide seventy percent (70%) of the employee's annual salary at the time of commencement of his/her LTD for the first twenty-four (24) months following the ninety (90) day waiting period. After twenty-four (24) months, LTD benefits continue to be payable only if disease or injury prevents the employee from being gainfully employed in any job.
- (d) All fringe benefits, except vacation accumulation, continue and seniority accumulates for two (2) years on LTD.
- (e) Vacation days do not accumulate while on LTD.
- (f) An employee returning to work from LTD between January 1 and June 30 and remaining at work thereafter, shall be entitled to twenty-one (21) hours of personal leave time with pay; returning to work between July 1 and October 1 and remaining at work thereafter, shall be entitled to one ten (10) hours of personal leave time with pay.
- (g) Upon completion of two (2) years of LTD all association with the Brant County Health Unit ceases. In such cases the employer and the union shall discuss the application of the article prior to the employer relying on such article.
- (h) An employee on LTD may or may not be returned to his/her original position, dependent upon the nature of the disability, the length of time off work and the level of recovery. The Employer agrees that, when possible, it will provide modified work to employees who are medically able to return to work and are able to perform the essential duties associated with their position.

The employer, the union, and the employee, agree to co-operate to facilitate a return to work.

The employer may require a medical statement of illness at any time for the purpose of facilitating an early and safe return to work including accommodation.

For the above purposes, the Employer may utilize the expertise of external consultants to request and review such medical statements. Such consultants may make recommendations to the employer. It remains the Employer's responsibility to make decisions on such matters.

The Employer shall advise the union when it engages such a consultant.



The Employer shall pay for all medical statements requested.

A review of the return to work progress shall take place on a regular basis but no later than one (1) month from the return date.

When an employee returns to work from an LTD disability and starts slowly back working incomplete days the following protocol will apply as he/she is working less than full-time.

- i) The employee will be paid by the Employer for hours worked.
- ii) The insurance company holding the LTD plan will be informed of that payment by the Health Unit and will make their assessment of LTD benefits.
- iii) Prior to being able to work full-time, an employee will receive his/her % of earnings as vacation pay.

The employee may have the option of having a Union Representative with him/her at any meetings where a return to work program is being discussed.

**ARTICLE 19 – LEAVE OF ABSENCE**

General

- 19.01 (a) An employee who has successfully completed their probationary period, who requires a leave of absence shall, with as much notice as possible, make his/her request, in writing, to his/her immediate supervisor.
- (b) The written request shall include the time period requested and the reason for the request.

- 19.02 (a) Except as specifically provided herein, leaves of absence are without pay.
- (b) The approval and terms for granting leaves of absence lies solely with the Employer and such requests(s) shall not be unreasonably denied. The reasons(s) for refusal shall be provided to the employee and the Union within ten (10) days of the denial.

19.03 Bereavement Leave

- (a) Bereavement leave will be granted by Human Resources in consultation with the employee’s immediate supervisor without loss of earnings up to the maximum period as set out in the table below, one of such days shall be the day of the funeral. The purpose of such leave is to make arrangements for, or to attend the funeral of, a member of the employee’s family.

Father, mother, spouse, common-law spouse, child, step-children.	Five (5) consecutive work days.
Brother, sister, father-in-law, mother-in-law, daughter-in-law,	Three (3) consecutive work

son-in-law, sister-in-law, brother-in-law, grandchild, grandparents or other person in loco parentis.	days.
Aunt, uncle, niece, nephew, cousin, spouse's grandparents	One (1) consecutive work day.

- (b) In special cases, Human Resources in consultation with the employee's immediate supervisor, may grant further bereavement leave by means of:
- i. Vacation;
  - ii. Accumulated compensating or flex time;
  - iii. Unpaid leave of absence

Note:

1. To qualify for payment it is understood that the employee must have otherwise been scheduled to work on the day or days referred to above.
2. If during an employee's vacation, bereavement leave is required due to the death of those persons identified in (a) above, the employee may add the bereavement leave to their vacation.

19.04

(a) Pregnancy and Parental Leave

- i) An employee shall have completed thirteen (13) weeks of continuous service before the date the baby is expected to be born (due date).
- ii) An employee is entitled to seventeen (17) weeks pregnancy leave.
- iii) The employee shall give at least one month's written notice to her immediate Supervisor of the date on which the leave is to begin and the anticipated date of being able to return to work.
- iv) The employee shall take any earned but not used vacation time prior to the commencement of her pregnancy leave. Prior to commencing vacation leave, the employee shall sign a waiver of payment ensuring that, should vacation time off be interrupted by the birth of the baby, whereby pregnancy leave and EI benefit entitlement would commence, any vacation pay received by the employee because of the timing of payroll, the overpayment would be paid to the Employer and the employee would have any vacation time entitlement reinstated for use upon her return.
- v) The employer shall pay the one (1) week waiting period for EI maternity benefits at seventy-five percent (75%) of the employee's current rate. Current rate is defined as the hourly rate being paid at the time the leave begins.
- vi) Fifteen (15) weeks of maternity benefits are paid by E.I. The Employer will top up the fifteen (15) weeks of E.I. benefits to seventy-five percent (75%) of the employee's current rate.

(b) Parental Leave

- i) To qualify, an employee who is a new parent must have completed thirteen (13) weeks of continuous service before the leave begins.
- ii) Birth mothers who take pregnancy leave are entitled to take up to thirty-five (35) weeks of continuous parental leave.
- iii) All other new parents are entitled to take up to thirty-seven (37) weeks of continuous parental leave.
- iv) An employee shall give at least one month's written notice to his/her immediate supervisor of the date on which the leave is to begin and the expected date of return to work.

(c) Giving Notice About Ending Leave

- i) An employee shall give at least one month's written notice confirming her intention to return to work.
- ii) If an employee wishes to change the date of return to a later date (but subject to the maximum of fifty-two (52) weeks of pregnancy and parental leave), or want to resign before or at the end of the leave, the employee must give the employer four (4) calendar weeks written notice before the date the leave was originally going to end.

(d) Rights During A Leave

- i) During pregnancy leave and/or parental leave, the employee continues to participate in all benefit plans unless he/she elects in writing not to do so. An employee who contributes to the benefits premium costs, shall provide the Employer with post-dated cheques, prior to commencement of the leave.
- ii) Seniority and service continues to accrue during the pregnancy and/or parenting leave.
- iii) Vacation days continue to accumulate while on pregnancy or parenting leave. Upon return to work, an employee shall take vacation time off in accordance with policy VI-340 and procedure VI-340 (a).
- iv) When the leave ends, the employee shall be reinstated to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not, unless the employee's employment is ended for reasons solely unrelated to the leave.
- v) An employee, who is on probation at the start of a leave, shall complete the probationary period after returning to work.

19.05 Education/Professional Leave

Information concerning professional meetings, educational courses, and/or workshops pertaining to any aspect of employment shall be posted as far as possible in advance so that employees may apply for leave of absence for the course.

An employee shall make the request for such leave to his/her immediate supervisor, in writing.

19.06 Union Leave

Leaves of absence to attend to union business which cannot be conducted after normal business hours may be granted, without pay, at the discretion of the immediate supervisor, and retention of seniority shall be in accordance with Article 12.

Notwithstanding the above provision, the salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer for such salary as well as nineteen percent (19%) for all pension, vacation and benefit reimbursement.

Requests for such leaves must be made in writing in advance of the required time away from work.

19.07 Jury and Witness Duty

If an employee is required to serve as a juror, or is required to attend as a subpoenaed Crown witness in a proceeding, or is subpoenaed in connection with a case arising from the employee's responsibilities as an employee of the Employer, she/he shall not lose regular pay to which she/he would have otherwise have been entitled, provided the employee:

- (a) notifies the Employer immediately upon receipt of any order or subpoena;
- (b) presents proof of attendance, if requested to do so;
- (c) pays to the Employer the amount (other than expenses) paid to him/her for such service.

19.08 Personal Leave (PLT)

- (a) Full-time and regular part-time employees who have completed three (3) months of employment and who commenced their employment between January 1 and June 30 and remain employed thereafter, shall be entitled to twenty eight (28) hours of personal leave time with pay, those hired between the July 1 and October 1 shall be entitled to 10 hours of personal leave time with pay.
- (b) Personal leave time may only be taken with the approval of the immediate supervisor and must be used by the end of each calendar year.
- (c) In the event of termination of employment, personal leave time will be pro rated based on the time worked in the year.

- (d) An employee absent without pay shall have PLT prorated based on the time worked in the year, unless statutorily required otherwise.
- (e) Personal Leave time may be taken in 0.25 hour increments.

## 19.09

Family Medical Leave (FML)

- i) Family Medical Leave will be granted in accordance with the Employment Standards Act 2000.
- ii) Eligibility for FML is dependent upon the issuance of a medical certificate by a qualified health practitioner and shall be provided to the Employer. The cost of the medical certificate shall be at the employee's expense.
- iii) An employee is entitled to up to eight weeks leave in a 26-week period.
- iv) The employer shall pay the one (1) week waiting period for E.I. Compassionate Care Benefits at seventy-five percent (75%) of the employee's current rate. Current rate is defined as the hourly rate being paid at the time the leave begins.
- v) Six (6) weeks of FML may be paid by E.I. The Employer will top up to a maximum of seven (7) weeks of E.I. benefits to seventy-five (75%) of the employee's current rate.
- vi) During such leave, the employee continues to participate in all benefit plans unless he/she elects in writing not to do so. An employee who contributes to the benefits premium costs, shall provide the Employer with post-dated cheques, prior to commencement of the leave.
- vii) Seniority and service continues to accrue during the leave.
- viii) Vacation days continue to accumulate while on the leave. Upon return to work, an employee shall take vacation time off in accordance with Policy VI-340 and Procedure VI-340(a).
- ix) When the leave ends, the employee shall be reinstated to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not, unless the employee's employment is ended for reasons solely unrelated to the leave.
- x) An employee, who is on probation at the start of a leave, shall complete the probationary period after returning to work.

## 19.10

Half Day Before Christmas Day and New Years' Day

When December 24 or December 31 falls on a normal work day those full-time employees, regular part-time employees, and temporary employees hired to work full-time hours, who are regularly scheduled to work on that day will work for 3 ½ hours and receive 3 ½ hours of paid time off beginning no earlier than noon on December 24 or December 31.

## **ARTICLE 20 – MEDICAL EXAMINATION AND HEALTH STATUS**

### 20.01 (a) Medical Examination

The Employer retains the right to require any employee to have a medical examination for a determination of fitness to report for work or for validation of illness or injury.

The employer, the union, and the employee, agree to co-operate to justify absences, to expedite decisions regarding eligibility for payment of benefits, and to facilitate a return to work.

The employer may require a medical statement of illness at any time for the following purposes:

- to justify absences as a result of illness or injury,
- to determine eligibility for benefits, and/or,
- to facilitate an early and safe return to work including accommodation

For the above purposes, the Employer may utilize the expertise of external consultants to request and review such medical statements. Such consultants may make recommendations to the employer. It remains the Employer's responsibility to make decisions on such matters. The Employer shall advise the union when it engages such a consultant.

The Employer shall pay for all medical statements requested.

The employee shall have the right to have the medical examination conducted by his/her personal physician and will ensure that the report is submitted to the Executive Director/designate.

### (b) Health Status

All employees are required to maintain a level of protection against vaccine-preventable diseases in accordance with current Health Unit policy. Such services provided at present by the Health Unit shall continue to be offered.

In an outbreak situation, the employer agrees to take reasonable steps to accommodate un-immunized workers through alternate work arrangements, however, if he/she cannot be reassigned, he/she may be placed on unpaid leave, or, may utilize any paid time entitlements owing to them.

The Manager of Human Resources/delegate will maintain a record so that employees can ensure their protection level is up to date and complete.

### 20.02 Employees are encouraged to set up appointments outside of working hours.

An Employee may request to use any earned time off entitlements such as Personal Leave Time, vacation time, earned flex time or earned compensating time for actual time required to keep dental and medical appointments. An Employee may request to flex their hours of work that day if the time required is less than or equal to one (1) hour.

If the employee does not have paid time entitlements, an employee may use unpaid time off.

## **ARTICLE 21 – EMPLOYEE BENEFITS**

21.01 The liability of the Employer with respect to the insurance plans set out herein is limited solely to the payment of the required premium to maintain the benefit.

In any dispute arising from the provision or non-provision of the covered benefits the contract of insurance shall govern.

The Employer shall provide each employee with information booklets outlining all the current provision of the insured benefit plans. Upon request, the Employer will make the Plans available to the Union for inspection.

Any expense, benefits or service not covered by or not provided under any provincial health care services plan, or any other government sponsored program or plan will not become part of any of the group insurances or benefits plans unless expressly agreed to by the Employer. The Employer has no obligation to adjust any group insurances or benefits plans due to any changes made by government authorities or to any provincial services or plans, including OHIP.

The Employer's health benefit carrier shall be the "second payer" for health and drug benefits with the "first payer" being the Province under the Ontario Health Insurance Plan (OHIP) and the Ontario Drug Benefit Plan (ODBP), if such benefit coverage is available to any such employee.

Pension Plan (OMERS) – Legislation requires that all full-time and part-time employees, as defined by the employer, become enrolled in the Ontario Municipal Employees Retirement System effective from his/her date of hire. Deductions from payroll are based on a percentage of gross salary, taking into account integration with the Canada Pension Plan plus an equal contribution paid by the employer. Literature provided by OMERS is provided to all new staff.

Normal retirement under OMERS occurs when an employee reaches his/her sixty-fifth (65<sup>th</sup>) birthday but is not mandatory. As an employee reaches his/her planned retirement date, he/she shall give the Employer a minimum of three (3) months notice of their intention to retire.

It is understood that without giving the employer sufficient notice, this could impact the timely receipt of OMERS benefits for the employee.

### Health Insurance Benefits

#### ELIGIBILITY

All full-time and regular part-time employees who have completed three months of employment may be eligible for enrolment in the following benefit programs.

Note: Full-time employees who accept a regular part-time position will have benefit premiums cost shared in accordance with that for all regular part-time employees. This will be effective from the date of the transfer.

(a) Life Insurance Plan

A group term life insurance program which provides a benefit of life insurance coverage of twice the current salary of the insured, plus accidental death and disability, based on a similar amount. The employer's contribution on the premium cost is one hundred percent (100%).

Effective June 1, 2015, life insurance cap one hundred and seventy-five thousand dollars (175,000).

(b) Dental Plan

i) A dental plan equivalent to Blue Cross Plan #9 in the 1998 Ontario Dental Association Schedule, with a 9 month recall, no deductible, no co-insurance for which effective June 1, 2015, the Employer shall pay seventy percent (70%) of the premium for all full-time employees and fifty percent (50%) of the premium for regular part-time employees.

Effective July 1, 2017, a dental plan equivalent to Blue Cross Plan #9 in the 1998 Ontario Dental Association Schedule, with a 9 month recall, no deductible, no co-insurance for which the Employer shall pay seventy-five percent (75%) of the premium for all full-time employees and fifty percent (50%) of the premium for regular part-time employees. Adjust from 2011 ODA to 2014 ODA with cap of \$2000 Routine Maximum

ii) In addition, the dental plan shall include coverage for crowns equivalent to Blue Cross #4 (major treatment) for which, effective June 1, 2015 the employer shall pay seventy percent (70%) of the premium for eligible employees.

(c) Medical Plan

i) Eligible employees will be enrolled in an Extended Health Benefit Plan with a carrier selected by the Employer. The Employer may change the carrier to obtain the best price provided the coverage is no less than presently in force. The employer agrees to notify employees of any change. Premiums paid will be in accordance with (iv) below.

This Plan will include a Supplementary Health Plan (Plan 88) that includes 100% reimbursement on Plan 50G and 80% reimbursement on Plan 88G. The Drug Plans have a cap of \$20,000 per person per year on drugs.

The new Extended Health Benefits Plan includes but is not limited to:

Physiotherapy – to a maximum of \$2500.00 per person per year.

Para-Medical – combined para-medical practitioners to a maximum of \$750.00 per person per year. This includes Extra care covered expenses and out of hospital registered speech



therapists. Effective July 1, 2017, combined para-medical practitioners to a maximum of \$900.00 per person per year.

Registered Massage Therapy – \$300 dollars per person per year with a \$75 dollar maximum per visit. Effective July 1, 2017, \$400 dollars per person per year with a \$90 dollar maximum per visit.

ii) Vision Care

The plan includes an eye examination once every twenty-four months per person up to a maximum of ninety (\$90.00) dollars per visit per person; eye glasses and contact lenses of four hundred (\$400.00) dollars maximum in a twenty-four (24) month period and, contact lenses for special conditions with a lifetime maximum of six hundred (\$600.00) dollars per person. The employer agrees to reimburse an employee a once in a lifetime \$300 amount towards the cost of laser eye surgery. Upon receiving a copy of the payment of receipt, the reimbursement will be processed. Upon doing so, the employee shall not be entitled to their eye glasses and contact lenses entitlement for the next 24 month period.

Effective July 1, 2017, the plan includes an eye examination once every twenty-four months per person up to a maximum of one hundred (\$100.00) dollars per visit per person; eye glasses and contact lenses of four hundred and fifty (\$450.00) dollars maximum in a twenty-four (24) month period and, contact lenses for special conditions with a lifetime maximum of six hundred (\$600.00) dollars per person. The employer agrees to reimburse an employee a once in a lifetime \$300 amount towards the cost of laser eye surgery. Upon receiving a copy of the payment of receipt, the reimbursement will be processed. Upon doing so, the employee shall not be entitled to their eye glasses and contact lenses entitlement for the next 24 month period.

iii) Drug Plan – The plan shall include a Managed Health Care Plan with a \$5.00 per prescription fee.

If the employee's spouse has an extended health care and drug plan that carries the Health Unit employee, then that Health Unit employee may opt out of the Health Unit program and remain in the spouse's program.

iv) The Employer will pay one hundred percent (100%) of the premiums for such health care plans (medical, vision, drug) for all full-time enrolled employees and fifty percent (50%) of the premiums on behalf of regular part-time enrolled employees.

v) Health insurance benefits do not continue during lay-off.

vi) Semi Private Hospitalization.

(d) Employee Assistance Program – The Employer shall provide an Employee Assistance Program for regular full-time and regular part-time employees and their immediate families. Employees must have

successfully completed their probationary period. The Employer will pay in each calendar year, one hundred percent (100% ) of the eight (8) visits per employee and/or family member.

- (e) Active employees after the age of sixty-five (65) may be eligible for the following benefits except LTD. Life or AD&D and any other applicable benefits shall be in accordance with the contract of insurance. The Employer shall be the "second payer" for health and drug benefits with the "first payer" being the Province under the Ontario Health Insurance Plan (OHIP) and the Ontario Drug Benefit Plan (ODBP).

## **ARTICLE 22 – TRANSPORTATION ALLOWANCE**

- 22.01 (a) The Union agrees that each employee covered by this collective agreement who is required to drive his/her own vehicle or a leased vehicle on Employer business shall, if requested to do so, provide the employer with evidence that he/she is covered by his/her automobile insurance policy for business driving and personal liability and pays an additional premium.
- (b) Effective May 1, 2013  
Those full-time and regular part-time employees who meet the provision of 22.01 (a) shall once each twelve month period receive up to one hundred and seventy-five dollars (\$175.00) towards the reimbursement of an additional cost of automobile business use insurance.
- 22.02 Each employee who is required to drive a vehicle on employer business shall be reimbursed for each kilometre driven in accordance with the Employer's current policy. Such payment shall be paid to an employee on a monthly basis.

## **ARTICLE 23 – MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE**

- 23.01 The Employer agrees to pay the full premium cost to provide group malpractice and professional liability insurance. The purpose of this insurance is to cover employees in the event of legal action brought against the employee arising out of the performance of his/her duties for the Employer while in the employment of the Employer. In any dispute the terms of the contract of insurance shall govern.

## **ARTICLE 24 – PROTECTIVE CLOTHING**

- 24.01 (a) For those employees required as part of their duties for the Employer to attend at construction sites or other locations where the wearing of approved protective clothing is mandatory, the Employer will continue to provide such required protective clothing in accordance with its existing practice and procedure.
- (b) The Health Unit will provide one uniform per employee per calendar year for staff assigned to the clinical preventive dental program or an employee of any other program area requiring a uniform for the provision of services.

## **ARTICLE 25 – MISCELLANEOUS**

25.01 When the context so requires, whenever the singular or feminine is used in this agreement it shall be read as if the plural or masculine respectfully were used.

### 25.02 Copies of Collective Agreement

The employer agrees to provide copies of this agreement to present and new members of the bargaining unit.

### 25.03 Bulletin Boards

The Employer will provide designated space on its bulletin boards at each location for use by the Union.

Such space is to be used only for the purpose of disseminating information concerning Union meetings, elections, social affairs and other non political union news of general interest to the employees.

Prior to posting, notices must have the approval of the Manager, Human Resources or his/her designate.

### 25.04 Inclement Weather

- (a) All employees who are sent home early by management because of inclement weather that necessitates closure of the Health Unit will be compensated for a full day's work.
- (b) All employees who decide to, or are forced to, miss work because of inclement weather will not receive payment for the time away from work.
- (c) If severe weather condition are expected to prevent an employee from arriving at their place of work at their normal starting time, the employee will advise the Health Unit as soon as the employee determines they will be late, and at least a half hour before their starting time, if possible.
- (d) Notwithstanding (b) and (c) above, an employee with the approval of his/her immediate supervisor, may make up pay:
  - i) from accumulated flex, compensating, EPLT time;
  - ii) from vacation time;
  - iii) from Personal Leave Time;
  - iv) If late, by making up such late time to a maximum of two (2) hours within the same pay period.

## **ARTICLE 26 – DURATION**

26.01 This Agreement shall remain in force from the first (1<sup>st</sup>) day of May, 2017 until and including the 30<sup>th</sup> day of April 2020 and shall be automatically renewed from year to year thereafter, unless either party gives to the other party notification, in writing, within ninety (90) days next preceding the expiry of this Agreement, of its

desire to bargain with a view to the renewal, with or without modifications of this Agreement or the making of a new Agreement.

A ratification meeting by each party shall be held as quickly as possible following the signing of a memorandum of agreement. Ratification by one party shall be confirmed to the other party in writing. The ratification shall be the date provided by the Union.

None of the terms of this Agreement shall be retroactive before its coming into force and any terms agreed to be retroactive shall be retroactive for active employees at the time of ratification only.

Appendix I – Grievance Form

Appendix II – Letter of Understanding re: Weekend On-Call/Standby Protocol – Public Health Inspectors

Appendix III – Letter of Understanding re: Hours of Work

Appendix IV – Letter of Understanding re: Flexible Daily Working Schedule (FDWS)

Appendix V – Letter of Understanding re: Earned Personal Leave Time

**SIGNING PAGE**

Dated at Brantford, Ontario, this 22nd day of June, 2017.

FOR THE EMPLOYER

FOR THE UNION

J. Tober

Susan Delisle Gosse  
Labour Relations Officer

K. Weidhass

Heather Clark

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L. Filice

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R. Bannerman

**SALARIES****Effective May 1, 2017 – 1.5% Increase**

Band	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6 After 10 Years Of Service	Step 7 After 15 Years Of Service
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Support I	\$15.57	\$16.26	\$16.94	\$17.64	\$18.32	\$18.55	\$18.78
Support Temporary Casual							
Support II	\$17.77	\$18.56	\$19.34	\$20.13	\$20.92	\$21.18	\$21.44
Clerk/Secretary							
Support III	\$19.98	\$20.85	\$21.75	\$22.62	\$23.50	\$23.79	\$24.09
Data Clerk							
Secretary							
Family Home Visitor							
Community Health Broker							
Support IV	\$22.18	\$23.15	\$24.13	\$25.11	\$26.09	\$26.42	\$26.75
Building Maintenance							
Payroll Assistant							
Program Assistant							
Support V	\$24.37	\$25.46	\$26.53	\$27.61	\$28.68	\$29.04	\$29.40
Accounting Assistant							
Program I	\$26.58	\$27.76	\$28.93	\$30.10	\$31.27	\$31.67	\$32.06
Preventive Dental Assistant							
Youth Advisor							
Program II	\$28.78	\$29.96	\$31.32	\$32.60	\$33.87	\$34.30	\$34.72
Health Promoter							
Communications Advisor							
Program III	\$30.99	\$32.36	\$33.72	\$35.10	\$36.45	\$36.91	\$37.37
Dental Hygienist							
Data Analysis Coordinator							
By-Law Enforcement Officer							
Support VI	\$30.99	\$32.36	\$33.72	\$35.10	\$36.45	\$36.91	\$37.37
Computer Technician							
Program IV	\$35.30	\$36.95	\$38.52	\$40.08	\$41.63	\$42.15	\$42.68
Dietician							
Health Planner							
Inspector							
Epidemiologist							
Support VII	\$35.30	\$36.95	\$38.52	\$40.08	\$41.63	\$42.15	\$42.68
Computer Systems Administrator							
Program V	\$37.60	\$39.25	\$40.91	\$42.57	\$44.23	\$44.78	\$45.34
Program Coordinator/Hygienist							
Support VIII	\$40.05	\$41.81	\$43.58	\$45.35	\$47.12	\$47.70	\$48.31
.Net Developer							

**Effective May 1, 2018 – 1.5% Increase**

Band	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6 After 10 Years Of Service	Step 7 After 15 Years Of Service
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Support I	\$15.80	\$16.50	\$17.19	\$17.90	\$18.59	\$18.83	\$19.06
Support Temporary Casual							
Support II	\$18.04	\$18.84	\$19.63	\$20.43	\$21.23	\$21.49	\$21.76
Clerk/Secretary							
Support III	\$20.28	\$21.16	\$22.08	\$22.96	\$23.85	\$24.15	\$24.45
Data Clerk							
Secretary							
Family Home Visitor							
Community Health Broker							
Support IV	\$22.51	\$23.50	\$24.49	\$25.49	\$26.48	\$26.82	\$27.15
Building Maintenance							
Payroll Assistant							
Program Assistant							
Support V	\$24.74	\$25.84	\$26.93	\$28.02	\$29.11	\$29.48	\$29.84
Accounting Assistant							
Program I	\$26.98	\$28.18	\$29.36	\$30.55	\$31.74	\$32.15	\$32.54
Preventive Dental Assistant							
Youth Advisor							
Program II	\$29.21	\$30.41	\$31.79	\$33.09	\$34.38	\$34.81	\$35.24
Health Promoter							
Communications Advisor							
Program III	\$31.45	\$32.85	\$34.23	\$35.63	\$37.00	\$37.46	\$37.93
Dental Hygienist							
Data Analysis Coordinator							
By-Law Enforcement Officer							
Support VI	\$31.45	\$32.85	\$34.23	\$35.62	\$37.00	\$37.46	\$37.93
Computer Technician							
Program IV	\$35.83	\$37.50	\$39.10	\$40.68	\$42.25	\$42.78	\$43.32
Dietician							
Health Planner							
Inspector							
Epidemiologist							
Support VII	\$35.83	\$37.51	\$39.10	\$40.68	\$42.26	\$42.79	\$43.32
Computer Systems Administrator							
Program V	\$38.16	\$39.84	\$41.52	\$43.21	\$44.89	\$45.45	\$46.02
Program Coordinator/Hygenist							
Support VIII	\$40.65	\$42.44	\$44.23	\$46.03	\$47.83	\$48.42	\$49.03
.Net Developer							

**Effective May 1, 2019 – 2% Increase**

Band	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6 After 10 Years Of Service	Step 7 After 15 Years Of Service
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Support I	\$16.12	\$16.83	\$17.53	\$18.26	\$18.96	\$19.21	\$19.44
Support Temporary Casual							
Support II	\$18.40	\$19.22	\$20.02	\$20.84	\$21.65	\$21.93	\$22.20
Clerk/Secretary							
Support III	\$20.69	\$21.58	\$22.52	\$23.42	\$24.33	\$24.63	\$24.94
Data Clerk							
Secretary							
Family Home Visitor							
Community Health Broker							
Support IV	\$22.96	\$23.97	\$24.98	\$26.00	\$27.01	\$27.36	\$27.69
Building Maintenance							
Payroll Assistant							
Program Assistant							
Support V	\$25.23	\$26.36	\$27.47	\$28.58	\$29.69	\$30.07	\$30.44
Accounting Assistant							
Program I	\$27.52	\$28.74	\$29.95	\$31.16	\$32.37	\$32.79	\$33.19
Preventive Dental Assistant							
Youth Advisor							
Program II	\$29.79	\$31.02	\$32.43	\$33.75	\$35.07	\$35.51	\$35.94
Health Promoter							
Communications Advisor							
Program III	\$32.08	\$33.51	\$34.91	\$36.34	\$37.74	\$38.21	\$38.69
Dental Hygienist							
Data Analysis Coordinator							
By-Law Enforcement Officer							
Support VI	\$32.08	\$33.50	\$34.91	\$36.33	\$37.74	\$38.21	\$38.69
Computer Technician							
Program IV	\$36.55	\$38.25	\$39.88	\$41.49	\$43.10	\$43.64	\$44.19
Dietician							
Health Planner							
Inspector							
Epidemiologist							
Support VII	\$36.55	\$38.26	\$39.88	\$41.49	\$43.10	\$43.64	\$44.19
Computer Systems Administrator							
Program V	\$38.92	\$40.64	\$42.35	\$44.07	\$45.79	\$46.36	\$46.94
Program Coordinator/Hygienist							
Support VIII	\$41.46	\$43.29	\$45.11	\$46.95	\$48.79	\$49.39	\$50.01
.Net Developer							



- (a) The above salaries have been established giving credit, where applicable, to positions which require incumbents to have a Baccalaureate or Master's Degree. This level of education is considered to be the minimal formal/ vocational education necessary to perform the work elements.
- (b) Employees who are hired with, or subsequently obtain, a Bachelor's degree in a relevant discipline, as determined by the Employer, and who work in a position which does not require a Bachelor's degree, shall be paid a per hour worked wage increase equivalent to five hundred dollars (\$500) per year, i.e., five hundred dollars (\$500) divided by 1820 hours equals an additional \$0.2747/hr.
- (c) Annual increments shall be effective on an individual employee's anniversary date of employment in their classification.

Casual employee's shall be entitled to one increment for every 1820 hours worked.



**APPENDIX II**

**LETTER OF UNDERSTANDING**

Between:

**BRANT COUNTY HEALTH UNIT  
ALLIED**  
(Hereinafter referred to as “the Employer”)

And:

**ONTARIO NURSES’ ASSOCIATION**  
(hereinafter known as the “Union”)

Re: Weekend On-Call/Standby Protocol – Public Health Inspectors

The Employer and the Union agree that the Public Health Inspectors shall provide weekend on-call/standby services and shall be compensated for providing such services as set out below and in accordance with the terms of the Collective Agreement.

On-call/Standby Hours

Fridays 5:00 p.m. to Monday 8:00 a.m.

Mid Week Statutory Holiday

From evening prior to stat at 5:00 p.m. to 8:00 a.m. of the day following the statutory holiday

Scheduling

Scheduling will be voluntary unless scheduling complications arise, whereby scheduling may be assigned by the Director/Manager or delegate.

Definitions

Regular Weekend – on-call/standby during the Friday evening, Saturday and Sunday time frame as noted above.

Three Day Weekend – on-call/standby during the regular weekend, plus one statutory holiday.

Four Day Weekend – on-call/standby during the regular weekend, plus two statutory holidays.

Midweek Statutory Holiday – on-call/standby during the evening immediately prior to a statutory holiday and the Statutory Holiday which is recognized on a Tuesday, Wednesday or Thursday.

On-call/Standby Kit

For staff’s convenience, and to ensure effective on-call/standby weekend coverage, staff will be supplied with the following:

- a pager for receiving the page from the Extend Communications (Telephone Answering Service (TAS)).
- A cellular telephone to enable staff to respond to the page from TAS and to take appropriate action.

- The On-call/Standby Binder/Manual includes the BCHU Outbreak Control Manual, BCHU Emergency Response Plan, List of Reportable Diseases, TAS protocol, and any other administrative documents/manuals which will assist the public health inspector to take appropriate action.
- any other equipment deemed necessary for the provision of on call services
- Access key and security code to the BCHU building.

Compensation

- (a) The rate of pay will be equal to the hourly rate of the employee on standby and will be based on the following:
- Regular Weekend on-call/standby: staff will receive \$300 per regular weekend
  - Three-day Weekend on-call/stand-by: staff will receive \$400 per three day weekend
  - Four-day Weekend on-call/standby: staff will \$500 per four day weekend
  - Mid-Week Statutory Holiday on-call/standby: staff will receive \$150 per mid week
- (b) Staff will be compensated for mileage driven at the current rate from the employee's residence. However, if the employee resides outside Brant County, mileage will only be reimbursed starting from the County line, in accordance with the Employer's mileage policy.
- (c) A public health inspector on-call/standby who is required to leave his/her residence to take appropriate action in response to an on-call/standby issue, will be compensated for the actual time required to take the appropriate action as per Article 7 – Hours of Work in the Collective Agreement. For clarification, such time begins once the employee arrives at either the Health Unit or the field site.

Dated at Brantford, Ontario, this 22nd day of June, 2017.

FOR THE EMPLOYER

FOR THE UNION

J. Tober

Susan Delisle Gosse  
Labour Relations Officer

K. Weidhaas

Heather Clark

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L. Filice

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R. Bannerman

**APPENDIX III**

**LETTER OF UNDERSTANDING**

Between:

**BRANT COUNTY HEALTH UNIT  
ALLIED**  
(Hereinafter referred to as "the Employer")

And:

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

Re: Hours of Work

The parties have amended the Hours of Work provision to reflect that the services provided by the Health Unit and its staff are not restricted to Monday through Friday, but rather that the mandate of the Health Unit and its staff is to provide service and/or participate in community events on the weekend.

The parties recognize the desire of staff to not be regularly scheduled to work on weekends. Full-time staff will not be regularly scheduled to work more than one weekend per month unless mutually agreed between the employee and his/her director/manager. (This does not affect the weekend on-call/standby agreement with the Public Health Inspectors).

This letter of understanding will be attached to and become part of the Collective Agreement.

Dated at Brantford, Ontario, this 22nd day of June, 2017.

FOR THE EMPLOYER

FOR THE UNION

J. Tober

Susan Delisle Gosse  
Labour Relations Officer

K. Weidhaas

Heather Clark

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L. Filice

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R. Bannerman

**APPENDIX IV****LETTER OF UNDERSTANDING**

Between:

**BRANT COUNTY HEALTH UNIT  
ALLIED**  
(Hereinafter referred to as "the Employer")

And:

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

Re: Flexible Daily Working Schedule (FDWS)

- (a) Full-time permanent employees who have successfully completed their probationary period may request to work a FDWS by indicating their intention to their immediate supervisor and Human Resources by filling out the appropriate application form at least one month in advance of the proposed start date.
- (b) FDWS application forms shall be accompanied with a calendar setting out the proposed work schedule for the requested period of time. FDWSs shall not exceed a period of six months.
- (c) All FDWS shall be approved by Human Resources. All decisions will be communicated to the employee and the Bargaining Unit President in writing within two (2) weeks. In the event that multiple applications with the same scheduling request are received by Human Resources seniority will be the deciding factor.
- (d) FDWS schedules must begin anytime between 8:00 a.m. and 9:00 a.m. and end anytime between 4:00 p.m. and 5:00 p.m.
- (e) An employee may request to take a one half hour meal period or adjust his/her work schedule by one half hour.
- (f) Such requested FDWS will be created without negatively impacting services to internal and external clients/customers, make efficient use of staffing and at no additional cost/remuneration/benefit/entitlement.
- (g) It is expected that all employees arrive on time and begin work at the approved start time.
- (h) FDWS enable employees to meet demands inside and outside of working on either a temporary or ongoing basis.
- (i) Such FDWS is not a right and may be allowed, continued and discontinued at the discretion of the organization, and shall not be the subject of a grievance under the collective agreement nor referred to arbitration.
- (j) This Letter of Understanding does not preclude the employer from scheduling an employee in accordance with the Employer's rights in the collective agreement inclusive

of scheduling employees to work flexible hours to accommodate program/client/customer needs.

\*\*This Letter of Understanding Expires April 29, 2020

Dated at Brantford, Ontario, this 22nd day of June, 2017

FOR THE EMPLOYER

FOR THE UNION

J. Tober

Susan Delisle Gosse  
Labour Relations Officer

K. Weidhaas

Heather Clark

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L. Filice

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R. Bannerman

**APPENDIX V**

**LETTER OF UNDERSTANDING**

Between:

**BRANT COUNTY HEALTH UNIT  
ALLIED**  
(Hereinafter referred to as “the Employer”)

And:

**ONTARIO NURSES’ ASSOCIATION**  
(Hereinafter referred to as “the Union”)

Re: Earned Personal Leave Time – up to an additional 21 hours per calendar year

- (a) Full-time permanent employees who have successfully completed their probationary period may request to accrue up to an additional 21 hours of Earned Personal Leave Time per calendar year by indicating their intention to their immediate supervisor and Human Resources by filling out the appropriate application form at least one month in advance of the proposed start date.
- (b) Earned Personal Leave Time application forms shall be accompanied with a calendar setting out the proposed work schedule for the requested period of time.
- (c) These applications shall be approved by Human Resources.
- (d) Work schedules must begin anytime between 8:00 a.m. and 9:00 a.m. and end anytime between 4:00 p.m. and 5:00 p.m.
- (e) An employee may request to take a one half hour meal period or adjust his/her work schedule by one half hour. The employer may approve Earned Personal Leave Time for scheduled work in excess of ½ and one hour increments.
- (f) Such requested schedules will be created without negatively impacting services to internal and external clients/customers, make efficient use of staffing and at no additional cost/remuneration/benefit/entitlement.
- (g) It is expected that all employees arrive on time and begin work at the approved start time.
- (h) All Earned Personal Leave Time must be used by the end of each calendar year. An employee who has an unexpected extended leave of absence within the last two months of the calendar year and is unable to use their Earned Personal Leave Time may carry over the unused time to be used within 30 calendar days of the employees’ return to work in the new calendar year.
- (i) Such Earned Personal Leave Time is not a right and may be allowed, continued and discontinued at the discretion of the organization, and shall not be the subject of a grievance under the collective agreement nor referred to arbitration.
- (j) This Letter of Understanding does not preclude the employer from scheduling an



employee in accordance with the Employer's rights in the collective agreement inclusive of scheduling employees to work flexible hours to accommodate program/client/customer needs.

\*\*This Letter of Understanding expires April 29, 2020.

Dated at Brantford, Ontario, this 22nd day of June, 2017.

FOR THE EMPLOYER

J. Tober

K. Weidhaas

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FOR THE UNION

Susan Delisle Gosse  
Labour Relations Officer

Heather Clark

L. Filice

R. Bannerman