

COLLECTIVE AGREEMENT

Between:

HURON PERTH HEALTH UNIT
(hereinafter referred to as "the Employer")

And:

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

Expiry Date: December 31, 2026

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its nurses, and to provide an orderly and amicable method of settling any differences or grievances which might possibly arise.

ARTICLE 2 - RECOGNITION AND SECURITY

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all Registered Nurses, nurses with a temporary certificate of registration and Nurse Practitioners employed by the Employer, save and except the Managers and persons above the rank of Manager.
- 2.02 All reference to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the Ontario Nurses' Association who are nurses of the Huron Perth Health Unit.
- 2.03 The Employer and the Union agree that no nurse shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union. It is further agreed between the parties that there will be no discrimination by either party covered by this Agreement on the basis of race, creed, colour, national origin, disability, sex, sexual orientation, gender identity, gender expression, marital status, family status, age, religious affiliation, political affiliation.
- 2.04 The Employer shall deduct each month from the pay of each nurse covered under this Agreement, a sum equal to the regular monthly Union dues of a member. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union its electronic dues transfer by the 15th of the following month for the dues deducted under this clause, together with a list of the names and social insurance numbers of the nurses from whom such deduction have been made. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 2.05 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

ARTICLE 3 - COMMITTEES

- 3.01 The Employer shall recognize the following representatives of the Union:
- (a) A Negotiating Committee composed of three (3) Union members,

one of which will be the Bargaining Unit President, paid by the Employer for all regular hours lost up to and including conciliation and whose duties shall be to negotiate renewal agreements and to discuss the administration of this Agreement. For this latter purpose, meetings may be called at the request of either party.

- (b) A Grievance Committee which shall be composed of three (3) Union members and which shall be responsible for the handling of all grievances.
- (c) A Union Management Committee composed of three (3) Union members to meet with an equal number of appointed representatives of the Employer. Meetings of this Committee will be held at the request of either party. The purpose of this Committee is to discuss matters relating to nursing and the provision of the best possible nursing care. A function of this Committee is the examination of those matters which are of mutual concern including the examination of matters relating to quality and quantity of nursing care. The Medical Officer of Health shall be a member ex-officio and either party may request the presence of the Medical Officer of Health at any meeting of the Committee. The Medical Officer of Health may make a decision as to whether to attend or not to attend.
- (d) Joint Health and Safety Committee:
 - i) Recognizing their responsibilities under the applicable legislation, the Health Unit and the Union agree that they mutually desire to maintain standards of safety and health in the Health Unit to prevent accidents, injury and illness.
 - ii) A Joint Health and Safety committee shall be established which has at least as many nurse representatives as Employer representatives, but with a minimum of two (2) representative selected or appointed by the Union from amongst bargaining unit nurses. The Joint Health and Safety committee shall hold meetings quarterly or more frequently at the call of the chair if required for jointly monitoring, inspecting, investigating, and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. The responsibility for chairing meetings and for minutes shall be determined by the committee.
 - iii) One or more joint health and safety committees shall be established in accordance with the *Occupational Health and Safety Act (OHSA)* and such committee(s) shall operate in accordance with the *OHSA*.

- iv) The Health Unit agrees to co-operate reasonably in providing necessary information to enable the committee to fulfil its functions.
- v) All time spent by a member of the joint health and safety committee attending meetings of the committee and carrying out their duties shall be deemed to be time worked for which they shall be paid by the Employer at their regular or premium rate as may be proper, and they shall be entitled to such time from their work as is necessary.

NOTE: This clause shall be interpreted in a manner consistent with the *Occupational Health and Safety Act*.

3.02 The Union shall have the right to have the assistance of a representative of the Ontario Nurses' Association from outside the employ of the Health Unit. It is understood and agreed that the Labour Relations Officer is the signing authority for the Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.

3.03 The Union will provide the Employer with the names of its officers, committee members and Union representatives. This list will be revised when changes occur.

3.04 The Union acknowledges that the designated representatives and Committee members referred to above must continue to perform their regular duties and that so far as possible, all of their activities will be carried on outside of the regular working hours of the nurses concerned unless otherwise mutually arranged. If it is necessary for a designated representative to service a grievance during their working hours, they shall not leave their work without first obtaining the permission of their own Manager. Such permission will not be unreasonably denied. Upon completion of the member's activities, they shall report back to their own Manager. Representatives referred to above will be paid at their regular straight time hourly rate for time spent in meetings with the Employer. Additionally, wages for time spent at arbitration or during negotiations preparation will not be paid.

At no time shall designated representatives be entitled to more pay than they would have otherwise lost. The entitlement of negotiations team members shall extend to, but not beyond, conciliation.

3.05 The Employer will provide the Bargaining Unit President with a copy of the following letters when they are issued to a nurse:

- (a) Letters of hire;
- (b) Letters identifying change in hours worked.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Employer:

- (a) generally to manage and operate the Health Unit in all respects and, without in any way restricting the generality of the foregoing, to determine the kinds, location and number of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials and facilities required in the operation of the Health Unit; to schedule the work and services to be performed and provided and to make, alter and enforce regulations governing the use of all material, facilities and services as may be deemed necessary in the interests of the safety and well-being and health of the community;
- (b) to maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by the nurses; provided that the Union shall be provided with a copy of such rules and regulations;
- (c) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to increase and decrease the working forces, provided that a claim by any nurse that the nurse has been classified, demoted, transferred, disciplined, suspended or discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

This clause shall not be administered in a manner inconsistent with this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 It is the mutual desire of the parties hereto that complaints of the nurses shall be adjusted as quickly as possible and it is understood that any nurse may present an oral complaint at any time, without recourse to the grievance procedure herein.

5.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the investigation or complaint stages, a nurse is entitled to be represented by their union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the Bargaining Unit president or their designate.

The Employer agrees that where a nurse is required to attend a meeting with the Employer that may lead to disciplinary action, as a good labour

relations practice, it will inform the nurse of the purpose of the meeting and their right to Union representation.

- 5.03 A grievance shall be defined as a complaint regarding the interpretation or alleged violation of this Agreement, or in the case of a nurse who has acquired seniority under this Agreement, a complaint that the nurse has been discharged or disciplined without just cause.
- 5.04 It is understood that a nurse has no grievance until they have first given their immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be brought forward within ten (10) working days of the circumstances giving rise to it, prior to submitting the grievance in writing. The supervisor must respond within five (5) working days. Failing satisfactory resolution of the grievance the nurse shall proceed to Step #1 within five (5) working days after the date the supervisor responded or should have responded. A nurse is entitled to the assistance of a Union representative at any step in the grievance procedure.
- 5.05 The following shall be the procedure in processing and handling grievances.

Step No. 1

The grievance shall be presented in writing to the nurses' Department Head. A decision is to be given in writing within five (5) working days or any longer period which may be mutually agreed upon, and if the settlement is not satisfactory the next step in the grievance procedure may be taken within five (5) working days thereafter.

Step No. 2

The grievance shall be presented in writing to the Medical Officer of Health or designate. A meeting will be held between the parties within ten (10) working days unless extended by mutual agreement. It is understood that the Labour Relations Officer from the Ontario Nurses' Association will be present at this meeting. The Medical Officer of Health or designate shall render a decision in writing within five (5) working days of the meeting or any longer period which may be mutually agreed upon. Should no satisfactory settlement be reached within five (5) working days, the matter may be referred to arbitration as set out in Article 5.08.

- 5.06 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step #2 of the Grievance Procedure within fifteen (15) working days following the circumstances giving rise to the complaint or grievance.
- 5.07 In the event a nurse is discharged and it is considered an injustice has been done, the matter may be taken up, within ten (10) days, by the Union as a grievance at Step #2 of the grievance procedure.

5.08 Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall within twenty (20) days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within twenty (20) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chair within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. Alternatively, the parties may agree on the appointment of a sole arbitrator. The arbitration board or sole arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any nurse affected by it. The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the Chair governs.

5.09 The Arbitration Board or sole arbitrator shall not have any authority to alter or change any of the 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 and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration board and will share equally the fees and disbursements of the Chair or sole arbitrator.

5.10 Any time limits provided above may be extended by mutual agreement in writing between the parties.

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

ARTICLE 6 - PROTECTION OF THE BARGAINING UNIT

6.01 The Board of Health agrees not to contract out work presently performed by members of this Bargaining Unit if such contracting out causes a permanent nurse to lose hours.

ARTICLE 7 - SENIORITY AND JOB POSTING

7.01 In cases where performance, ability and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to Article 7.03.

7.02 When vacancies occur or new jobs are created, prior to the posting of the position, an expression of interest system for change of assignment will be initiated. Under such a system, Human Resources will email all nurses of the opportunity for change of assignment to determine their interest. The Employer shall send the email to each nurse's HPPH email address or, in the case of a nurse on leave, to an address the nurse has provided. A nurse wishing to express interest in changing to this assignment, or others which may result from the change of assignment(s) shall do so by replying to the email as instructed in the expression of interest email.

Nurses will have seven (7) calendar days to respond and the Employer will notify the successful nurse in writing. Where there are multiple expressions of interest submitted, and where performance, ability and qualifications are relatively equal, seniority will be the deciding factor.

The above applies to permanent opportunities and to temporary opportunities of three (3) months or more.

NOTE: A permanent nurse may accept a temporary position and return to the previous status when the temporary position to which they were assigned is completed.

7.03 When vacancies occur or new jobs are created, these positions will be posted within two (2) weeks of the approval of the Employer to post the position in a manner accessible to all nurses. Such job posting shall be for a period of seven (7) calendar days, during which time nurses will have the opportunity to apply. Such postings shall include the classification, status, initial home site, and initial team assignment. Outside advertising may take place simultaneously with job postings when deemed necessary by the Employer. The results of the outside posting will not be considered until the internal posting is completed and assessed. All nurse applicants interviewed will be notified by letter, not more than one (1) week after the position has been filled, of the name of the successful applicant. If a nurse with greater seniority is denied the posting, the reasons for such denial may be discussed with the nurse if requested. Permanent full-time nurses must be in their current position for six (6) months prior to posting into another position.

If the Employer chooses not to fill a vacancy then the Employer will notify the Union of that fact and the rationale for not filling the position.

7.04 Prior experience in nursing will be recognized by the Employer on a one (1) year for every two (2) years' prior experience basis. Prior experience in

Public Health Nursing will be recognized by the Employer on a year for year basis. In neither case will experience more than twelve (12) years old be considered.

- 7.05
- (a) i) Seniority for a full-time nurse shall commence and accumulate from the date on which they were last hired by the Employer.
 - ii) Seniority for a part-time nurse shall commence from the date of their last hiring by the Employer and accumulate on the basis one thousand, eight-hundred and twenty (1,820) paid hours being equal to one (1) year of full-time seniority.
 - (b) A nurse's full seniority and service shall be retained by the nurse in the event they transfer from full-time to part-time and vice versa. A part-time nurse who changes their status to full-time will be given seniority credit on the basis of one thousand, eighteen-hundred and twenty (1820) paid hours of part-time being equivalent to one (1) year of full-time service and vice versa. In addition, a nurse who is so transferred will be given credit for paid hours accumulated since date of their last advancement.
 - (c) A seniority list showing each nurse's name and professional category shall be posted on a bulletin board in a conspicuous place on the Employer's premises on March 1st of each year and shall be revised annually. Complaints concerning the accuracy of such lists will be considered within thirty (30) days of posting and if no complaint is received within that time, such lists shall be presumed to be accurate. A copy of such lists will be sent to the Union at the time of posting.
- 7.06
- (a) i) A newly employed full-time nurse shall be considered a probationary nurse until they have completed three (3) continuous months of service, after which their name shall be placed on the seniority list and their seniority shall date from the date of employment.
 - ii) A newly employed regular part-time nurse shall be considered a probationary nurse until they have completed four-hundred (400) hours of work or four (4) months service, whichever occurs first, after which their name shall be placed on the seniority list and their seniority shall date from the date of their employment.
 - iii) A newly employed casual nurse shall be considered a probationary nurse until they have completed a minimum of six (6) months in the employ of the Employer, after which their name shall be placed on the seniority list and their seniority shall date from the date of their employment.

- (b) With the written consent of the Employer, probationary nurse, and the Bargaining Unit President or designate, such probationary periods may be extended up to three (3) months. If an extension is requested the Employer will provide notice to the Union at least five (5) days prior to the expected date of expiration of the initial probationary period. The Employer will advise the nurse and the Union of the reasons for such extension.

Nurses retained past the probationary period shall be placed on regular staff and credited with seniority from the date last hired. The discharge of probationary nurses shall not be the subject of a grievance.

- (c) Any period greater than thirty-five (35) cumulative hours during which a probationary nurse is not at work shall not be included in the calculation of the probationary period.

7.07

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

- on sick leave, Short Term Disability, or Long Term Disability;
- approved leave of absence with pay;
- when in receipt of Workplace Safety Insurance;
- when on approved leave of absence without pay not in excess of three (3) continuous months;
- while on pregnancy or parental leave.

- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:

- when a nurse is laid off due to a reduction in nursing staff, for a period of twelve (12) consecutive calendar months;
- approved leave of absence without pay for periods in excess of three (3) continuous months in any twelve (12) month period, excluding pregnancy/parental leave.

- (c) A nurse shall lose seniority standing and their employment will be deemed terminated for any of the following reasons:

- if the nurse is discharged;
- if the nurse resigns;
- if the nurse is absent without permission in excess of three (3) consecutive working days, or overstays a

permitted leave of absence, and fails in either case to furnish a satisfactory reason for such absence;

- if the nurse has been laid off continuously for a period in excess of twelve (12) consecutive months;
- if a casual nurse, who is not on an approved leave of absence, has not worked for a period of twelve (12) consecutive months;
- if a nurse on being recalled to work following a lay-off fails to advise the Employer within three (3) business days of the first delivery attempt sent by registered mail to the nurse's last address on record with the Employer that they intend to return to work and fails to return to work within a period of seven (7) days of being notified to do so by the Employer;
- if the nurse retires.

- 7.08
- (a) A nurse, who is a member of the bargaining unit and is transferred out of the bargaining unit for a specific term or position which does not exceed a period of eighteen (18) months will be returned to their former position in the bargaining unit without any loss of seniority, service or benefits.
- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of eighteen (18) months, they will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of their return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer.
- (e) A nurse who accepts a transfer under this Article will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

7.09 Temporary Nurses:

The Employer may hire a nurse on a temporary basis. The position will not exceed 18 months. Such time can be extended by mutual agreement of the parties.

The Employer will outline to the nurse so hired to fill such vacancy the circumstances giving rise to the vacancy and the fact that it is a temporary job only. Newly hired nurses, hired to fill such temporary vacancies, may be released and such release shall not be the subject of grievance or arbitration.

Temporary nurses may apply as an internal applicant and, in the event two or more temporary nurses apply for a position and are found to be relatively equal, such nurses' hours worked with the employer in their current term of employment shall be used as the deciding factor.

Should the nurse be subsequently engaged on a permanent basis by the Employer without any break in service of more than thirty (30) calendar days, they will be required to complete the normal probationary period provided for in this agreement, and their seniority shall date from the date of their original temporary replacement should they successfully complete the normal probation period provided for in this Agreement.

7.10 A layoff is defined as the permanent or long-term discontinuance of one or more nurse's work due to a lack of work.

7.11 (a) Layoffs shall be made on the basis of the seniority list provided that the nurses who are entitled to remain on the basis of seniority are willing and qualified to do the work which is available. Nurses will be recalled in the reverse order to which they were laid off, provided, however, they are qualified and willing to do the work in the job openings then available. Subject to the foregoing, temporary nurses shall be laid off first followed by probationary nurses. New nurses or temporary nurses will not be hired until those nurses on layoff have been given opportunity of recall.

(b) In the event of a layoff, the Employer will give the Union, if possible, no less than two (2) months' notice of such layoff. The Parties will then meet to review the layoff and its implementation and discuss the following:

- i) the reasons causing the layoff;
- ii) the programs which the Employer will undertake after the layoff; and
- iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

Any agreement between the Parties resulting from their review concerning the method of implementation will take precedence over the terms of Article 7.11.

- (c) The Employer will provide to affected nurse(s) no less than one (1) months' written notice of layoff.
- (d) At the time of discussions over a potential layoff, the Employer will provide to the Union a current revised seniority list.
- (e) Casual work that becomes available on an incidental basis for a period of more than five (5) consecutive days will be offered in order of seniority to nurses who are on layoff, eligible for recall, qualified to do the work in question, and have previously indicated their interest in such work, before it is offered to casual nurses.

7.12 Where the home site of any full-time or part-time position is transferred by the Employer from a former Huron site to a former Perth site, or vice versa, the following process shall apply:

- (a) The Employer shall determine the positions to be transferred from one home site to another.
- (b) The Employer will notify the Union of the transfer required and the rationale for such transfer.
- (c) A meeting will be held, if requested by either party to discuss any concerns related to the rationale and/or implementation for such transfer.

ARTICLE 8 - LEAVE OF ABSENCE

8.01 Bereavement Leave

When a death occurs in the immediate family of a regular full-time nurse, they shall be granted leave of absence without loss of pay for the five (5) work days that immediately follow the bereavement. Immediate family is defined as mother, father, brother, sister (including step-mother, step-father, step-brother, step-sister), wife, husband, common-law spouse, child or step-child,

The Employer further agrees to grant leaves of absence of three (3) days with pay for the death of grandparents, great grandparent, grandchildren, great grandchild, mother-in-law or father-in-law. daughter-in-law, son-in-law, brother-in-law, sister-in-law;

The Employer further agrees to grant leave of absence of one (1) day without loss of pay to the nurse suffering the death of an aunt or uncle, niece, nephew, cousin. If special circumstances arise or travel is required, the one (1) day allowance shall be increased to a maximum of three (3) days, for the purpose of attending the funeral.

The five (5) day and three (3) day bereavement leaves set out above are pro-rated for regular part-time nurses in accordance with their normal schedule of time worked as compared to the normal schedule of time worked for a full-time nurse.

The Employer may extend leaves or grant leave for close family relationships and such requests shall not be unreasonably denied. Such leaves may be with or without pay, at the Employer's sole discretion.

Notwithstanding the above, individuals will be granted flexibility to distribute the dates to which they would be entitled above, not exceeding five (5) days without loss of pay in total, in order to accommodate religious and cultural diversity or to attend the interment.

This Article does not apply to nurses already on leave, but will apply to any nurse on a scheduled vacation. Bereavement leave will be substituted for vacation where a nurse would have been entitled to such leave and that portion of the vacation shall be rescheduled at a time mutually agreed upon between the Employer and the nurse.

8.02

Union Leave

- (a) The Employer shall grant leave of absence without pay and without loss of seniority to nurses selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings or if elected to the Board of Directors of the Ontario Nurses' Association other than the office of President or to the position of Local Coordinator. It is understood that such leave shall not result in additional expense to the Employer and that mutual arrangements have been made for the periods of duty. During such leave of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Employer in the amount of the daily rate of the nurse.
- (b) A nurse who is elected to the office of the President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits. During such leave of absence, salary and benefits except where prohibited by the governing master policy for the benefit will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employer contributions to benefits.

The nurse agrees to notify the Employer of their intention to return to work within two (2) weeks following termination of office.

A nurse who is elected to the office of the President of the Ontario Nurses' Association shall be returned to a comparable position upon termination of office.

(c) ONA Staff Leave

Upon application in writing by the Union on behalf of a nurse to the Employer, an unpaid leave of absence may be granted to such nurse selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for a nurse during such leave of absence. It is understood that during such leave the nurse shall be deemed to be a nurse of the Ontario Nurses' Association. The nurse agrees to notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The nurse shall be reinstated to their former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.

8.03 The Employer may, at its sole discretion, grant personal leave of absence without pay for a period of up to one (1) year. Nurses shall submit their requests for such leave in writing to their manager.

8.04 Witness and Jury Duty

The Employer shall grant leave of absence without loss of seniority to a nurse who is required to serve as a juror or witness in any court, coroner's inquest or at the College of Nurses. The Employer shall pay such nurse the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals, or other expenses. The nurse will present proof of service and the amount of pay received. The nurse will also, at the option of the Employer present proof by way of subpoena or otherwise that they must attend as a juror or witness.

8.05 Parental/Pregnancy Leave

Parental/Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act (ESA)* as amended from time to time.

(a) The Employer shall continue to make the Employer contribution for the following benefit plans: life insurance, accidental death, EHC, Long Term Disability and Dental throughout the pregnancy and parental leave unless the nurse gives the Employer a written notice that the nurse does not intend to pay the nurse's contribution, or the nurse fails to make the payment by the deadline. The Employer and the nurse shall discuss deducting the nurse's share of the premiums from the last pay or equally from up to the last four pays.

Contributions for the OMERS pension plan shall be made as per the terms of OMERS and the Employer shall make its contributions accordingly.

- (b) A nurse who is on parental/pregnancy leave or parental leave as provided under this Agreement who is in receipt of Employment Insurance Parental/Pregnancy Benefits pursuant to the *Employment Insurance Act (Canada)*, shall be paid a supplemental employment benefit for a maximum of twenty-seven (27) weeks. That benefit will be the equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefit and other earnings, as reported by or to the employer. Such payment shall commence following the completion of the Employment Insurance waiting period, and receipt of employment insurance parental/pregnancy benefits, and shall continue while the nurse is in receipt of such benefits. The nurse's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time nurse shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks).
- i) In order to be eligible for the top-up under this Article 8.05, the nurse must provide the employer with proof that they are in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act (Canada)* and the amount of the Employment Insurance benefit they are receiving.
- ii) Notwithstanding anything to the contrary above, in no event will the top-up exceed the difference between seventy-five percent (75%) of the nurse's actual weekly rate of pay that they were receiving on the last day worked prior to the start of the leave and the nurse's Employment Insurance benefit calculated without regard to any election by the nurse to receive a lower Employment Insurance benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act (Canada)*.
- (c) Upon a return from pregnancy/parental leave, the nurse shall be reinstated to their former position, unless the nurse's former position has been discontinued in which case they shall be given a comparable position.

8.06 Where the Employer cannot find suitable work, the difference between any sick pay the nurse is entitled to for time lost due to compulsory quarantine and any government benefit available to the nurse shall be paid to nurses when certified by a medical officer, and shall be charged to sick leave.

8.07 Nurses will be granted eighteen (18.5) paid hours per calendar year for the purpose of personal or family preventative health or to attend to personal matters.

8.08

Education Leave

- (a) The Employer may enter into an agreement with any nurse requesting educational leave in accordance with the Employer policy regarding staff development under such terms and conditions as are consistent with the Collective Agreement. Requests for such leaves will not be unreasonably denied.
- (b) Hours recorded attending continuing education requested by the nurse cannot exceed seven (7) hours per day.
- (c) Training and Upgrading

As it is recognized that substantial contributions can be made to the total public health program through the dissemination of information obtained during short courses, nurses will be given equal opportunity to participate in such courses approved by the nurse's Director or designate. Information concerning such courses and/or workshops pertaining to any aspect of nursing shall be posted as far as possible in advance so that nurses may make application for leave. The Employer shall continue the nurse's salary and pay travel and reasonable living expenses when in attendance at such courses or workshops.

If a nurse is required by the Employer to attend a course or workshop and is required by the Employer to travel to the course or workshop outside their normal working hours, the nurse will be paid their regular straight time rate of pay for such travel time, or be given time off in lieu for such travel time on an hour for hour basis. The decision about whether to pay the nurse or to give time off in lieu will be at the Employer's discretion.

8.09

Except as otherwise provided for in this Collective Agreement, if an nurse's absence without pay from the Health Unit exceeds three (3) continuous calendar months, they will not accumulate service for purposes of vacation entitlement and sick leave benefit for the period of the absence in excess of three (3) continuous calendar months. During an unpaid leave of absence, the accrual of paid vacation will cease; however, the nurse will still accrue unpaid vacation entitlement.

Except as otherwise provided for in this Collective Agreement, in the case of unpaid approved absences in excess of thirty (30) calendar days, a nurse may arrange with the Employer to prepay the full premium of the subsidized nurse benefits for the period of the leave in excess of the thirty (30) continuous calendar days to ensure coverage.

ARTICLE 9 - SICK LEAVE AND LONG-TERM SALARY CONTINUANCE

9.01 The Employer agrees to provide to all nurses Short Term Disability benefits paid through the payroll system on the following basis:

- (a) All nurses with three (3) months' service will qualify for Short Term Disability benefits for up to ten (10) days per service year at one-hundred percent (100%) regular earnings. Any period of disability in excess of the foregoing will result in nurses being given Short Term Disability benefits for a period of up to six (6) months as follows:
 - i) under one (1) year's service in the plan – one-hundred and twenty (120) days at seventy percent (70%) of salary;
 - ii) one (1) to four (4) years' service in the plan inclusive – one-hundred and twenty (120) days at eighty percent (80%) of salary;
 - iii) five (5) to nine (9) years' service in the plan inclusive – one-hundred and twenty (120) days at ninety percent (90%) of salary;
 - iv) ten (10) years' service or over in the plan – one-hundred and twenty (120) days at one-hundred percent (100%) of salary.

It is understood that the benefit above may be used by nurses to pay for full or partial shifts that the nurse is unable to work due to disability while on modified work.

- (b) Regular part-time nurses shall receive a prorated share of the above number of days.
- (c) A service year shall be defined as twelve (12) months' service in the plan. No period of absence without pay excluding pregnancy and parental leave will be counted in the calculation of accumulated years of service in the plan.
- (d) Medical statements of disability from physicians/nurse practitioner or other healthcare provider approved by the Employer may be required at any time by the Employer. If such certificate is not forthcoming or if the certificate discloses that there is no bona fide illness requiring absence from work, the Employer shall not be required to pay the nurse for such absence either from sick leave credits or Short-Term Disability. If the Employer requires the nurse to obtain a medical certificate, the Employer shall pay the full cost of obtaining the certificate.

If an absence lasts more than thirty (30) days or if the Employer requires more information than is provided in the medical certificate,

the Employer has the authority to request that the nurse provide further information from the treating physician/nurse practitioner or other healthcare provider approved by the Employer and may request additional information concerning the effect of any treatment program. If the additional information is not provided within a reasonable period of time or if the Employer is still not satisfied, then the Employer has the authority to require that the nurse submit to an independent medical examination by a physician who is acceptable to both the Employer and the nurse. Both the Employer and the nurse shall be reasonable in considering the physician selected. The Employer will bear the cost of this medical examination.

- (e) The nurse will be entitled to ten (10) full sick days in a calendar year. Once those days have been exhausted, they will then immediately receive Short Term Disability.
- (f) Short Term Disability benefits will be paid for all disabilities but not during receipt of E.I. Pregnancy/ Parental or Parental benefits.
- (g) If a nurse returns to work after receipt of Short Term Disability benefits, any subsequent period of disability for the same cause will be considered a continuation of the previous benefit period, unless the successive periods are separated by a continuous period while the nurse is at work for fifteen (15) days, in which case the benefit period is reinstated in full.

CLARITY NOTE: This article does not apply to casual and temporary nurses.

9.02 The Employer agrees to provide for and pay ninety percent (90%) of the premium costs of a Long-Term Disability Plan in accordance with the terms and provisions of Employer Long Term Disability plan and the following:

- (a) Only nurses working an average of fifteen (15) hours per week or more, who are eligible for STD, will be eligible for LTD, provided they are considered permanent nurses.
- (b) All benefits shall be provided pursuant to the Collective Agreement while employment continues.

9.03 The Health Unit will make all reasonable efforts to adequately stock N95 respirators or equivalent or better, (or such other personal protective equipment as the parties may agree in writing) to be made available to nurses at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic, or an outbreak of an infectious disease in the community served by the Health Unit.

ARTICLE 10 - NURSES BENEFITS

10.01 Pensions

The Employer agrees to continue to provide pension benefits in accordance with OMERS.

10.02 Benefit Plans

Full-time nurses and regular part-time nurses, if eligible, will be enrolled in Blue Cross or equivalent semi-private coverage for which the Employer will pay one hundred percent (100%) of the cost.

10.03 The Employer agrees to contribute on behalf of each eligible nurse and dependants one hundred percent (100%) of the billed premium for Standard Extended Health Care Benefits under Extended Health Care Benefits Plan. This will include but not be limited to:

- i) Drug prescriptions are paid one hundred percent (100%) by the Employer by a direct drug card. Prescriptions are not subject to a calendar year deductible.
- ii) Standard Vision Care Expense Insurance with a maximum benefit of five-hundred dollars (\$500) in any period of twenty-four (24) consecutive months. The benefits amount applicable to Vision Care may be applied to the cost of eye laser surgery or contact lenses.
- iii) Eye examinations not covered by O.H.I.P - usual and customary once per twenty-four (24) month period.
- iv) Hearing Aids with a maximum benefit of five-hundred dollars (\$500) in any five (5) year period.
- v) Unlimited physiotherapy.
- vi) Registered massage therapy, and chiropractic treatments payable at five-hundred dollars (\$500) for each service per year.
- vii) Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) for a total of five-hundred and fifty dollars (\$550) annually.
- viii) Orthotics support including shoes to a maximum of five-hundred dollars (\$500) per year.
- ix) Chiropodist or Podiatrist to a maximum of three-hundred and fifty dollars (\$350) per year per service and including one x-ray per year.

- 10.04 The Employer agrees to contribute on behalf of each eligible nurse in the Health Unit eighty percent (80%) of the billed premium of Blue Cross No. 9 Dental Plan or comparable coverage with another carrier based on the previous year's O.D.A. fee schedules; and provide for major restorative coverage at fifty percent (50%) reimbursement to a maximum of one-thousand two-hundred and fifty dollars (\$1,250) per calendar year per person covered; and orthodontics at fifty percent (50%) reimbursement with one-thousand dollars (\$1000) maximum per person covered in a lifetime.
- 10.05 In the case of regular part-time nurses, the Employer will contribute to applicable premiums on a pro-rata basis. The Employer will contribute to applicable premiums for regular part-time nurses who were employed as regular part-time nurses on or before March 25, 1998, as if they were full-time nurses, provided they have continued to work as regular part-time nurses.
- 10.06 Casual and temporary nurses following the completion of their probationary period shall be entitled to five percent (5%) in lieu of the benefits outlined in this Article.
- 10.07 Nurses, who are between fifty-five (55) and sixty-five (65) years of age with a minimum of twenty-five (25) years of service with the Employer, shall be allowed to take early retirement. The cost of basic OHIP, health care, semi-private hospital coverage and five-thousand dollars (\$5,000) of Group Life Insurance will be cost shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the nurse. The nurse shall be required to pay to the Employer, their share of the fringe benefit costs upon receipt of their invoice.
- 10.08 Nurses who are actively employed beyond age sixty-five (65) to age seventy (70) shall be entitled to participate in only the following plans:
- Life Insurance
 - AD&D
 - Extended Health and Dental
 - Semi-private
- Nurses employed beyond the month in which they reach the age of seventy (70) shall not be entitled to participate in any of the benefit plans.
- 10.09 The Employer may substitute another carrier for any of the insured plans referred to herein or make changes to the benefit package provided that benefits will be equivalent to plans presently in effect, with the agreement of the Union.
- 10.10 Insurance
- The Employer will pay one-hundred percent (100%) of the premium cost of obtaining life insurance together with accidental death and dismemberment

benefit to a level of two (2) times annual salary for each eligible nurse in the bargaining unit.

ARTICLE 11 - VACATIONS

11.01 Vacations with pay will be granted in accordance with the following:

Vacation periods, calculation of pay, continuous service and pay distributions will be based on a calendar year (January 1st to December 31st).

- (a) Newly hired nurses will receive such vacation based on month of hire prorated to December 31 of the current year, and any nurse who has worked for six (6) months will be automatically entitled to ten (10) working days' vacation with pay.
- (b) Vacation with pay shall be granted to all nurses in the bargaining unit on the following basis who have completed:
 - i) 1 year of service - twenty (20) working days with pay.
 - ii) 10 years of service – twenty-five (25) working days with pay.
 - iii) 20 years of service – thirty (30) working days with pay.
- (c) Regular part-time nurses shall be entitled to vacation with pay prorated in accordance with the number of hours worked. Progression on the vacation grid for regular part-time nurses shall be based on one thousand, eighteen-hundred and twenty (1820) hours being equivalent to one year of service.
- (d) Temporary and Casual nurses shall receive vacation pay in accordance with the *Employment Standards Act*.
- (e) Paid vacation shall not be earned while the nurse is absent for any reason other than vacation, paid leaves of absence, or while receiving STD benefits, for a period in excess of thirty (30) consecutive days. During a layoff, unpaid leaves of absence, LTD, pregnancy/parental leaves or compensable injury, the accrual of paid vacation will cease, however the nurse will still accrue unpaid vacation entitlement.

11.02 All normal deductions made from a nurse's pay will be made from the vacation pay.

11.03 When a nurse's employment is terminated for any reason they shall be entitled a terminal vacation allowance covering vacation earned but not taken.

- 11.04 Vacation schedules are subject to the approval of the Employer.
- 11.05 Nurses will generally use vacation in the year it is due. In extenuating circumstances, a nurse may request to have unused vacation time added to their flex time/time off bank pursuant to Article 14.08. The employer will not arbitrarily or unreasonably deny such request.
- 11.06 Illness Allowance and/or Short Term Disability may be substituted for vacation for any period where there was a serious illness (as documented by the treating practitioner) and that portion of the vacation shall be rescheduled at a time mutually agreed upon between the Employer and such nurse.
- 11.07 Nurses should submit a Time Off Request Form to their Manager for approval at least one month in advance wherever possible for vacation blocks of one week or more. Managers will respond within a reasonable period of time following receipt of the form.

Peak periods (if required), dates for submission and limitations on the number of nurses who may be off at a given time will be identified by the Employer to the Union by January 1 of each year. Requests for vacation of one week or more will be considered prior to granting of requests for any other time off.

To facilitate ability for vacation to be granted on a more equitable basis, seniority will be the deciding factor in the approving of vacations only for two weeks of vacation in any summer vacation peak period and only for one week of vacation during the Christmas vacation period.

Vacation requests for periods other than identified peak periods will be approved on a first-come first-served basis.

ARTICLE 12 - HOLIDAYS

- 12.01 (a) The following shall be recognized as paid holidays under this Agreement:

| | |
|------------------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day (July 1st) | |
| Two (2) Float Holidays | |

One-half (½) working day preceding Christmas Day. One-half (½) working day preceding New Year's Day.

Eligible part-time, temporary and casual nurses shall receive five percent (5%) of their wages in lieu of holiday pay, payable on each pay.

The Float Holiday shall be taken by each nurse at a time mutually agreed upon in advance with the Employer.

- (b) An "eligible nurse" as used in this Article is one who:
- i) performs work during the payroll period in which the holiday is observed, except when absent due to verified illness or other approved absence;
 - ii) works as scheduled or assigned both on their last scheduled working day prior to and their first scheduled working day following the holiday, except when absent due to verified illness or other approved absence.

- 12.02 A nurse who is required to work on any such holiday and works on the said holiday shall receive one and one-half (1½) times their basic straight time rate of pay for work performed on the holiday, as well as pay for the statutory holiday, if eligible. A nurse who is required to work on any such holiday may take a day off without pay at a mutually agreeable time within sixty (60) days of the holiday worked.

ARTICLE 13 - MILEAGE ALLOWANCE

- 13.01 Each nurse covered by this Agreement who is required to operate their automobile in the course of their employment shall receive a car allowance of as per Board of Health Policy Rate per kilometre for each kilometre necessarily travelled in the course of such employment. Any change in the car allowance will be determined by the Employer, but for the term of this Collective Agreement, the allowance shall not be below sixty-two cents (\$0.62) per kilometre.
- 13.02 Nurses may claim mileage for actual kilometres driven to and from the place of work if they are called back to work unexpectedly to provide after hours, unscheduled or emergency coverage at night, on weekends or on statutory holidays.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 A full-time nurse is a nurse who normally works a flexible work schedule of seventy (70) hours every two (2) weeks.

A regular part-time nurse is a nurse who works a flexible work schedule of less than full time hours.

A casual nurse is a nurse who is not regularly scheduled.

- 14.02 The Employer may schedule individual nurses to work during the normal work week as referenced in Article 14.04.
- 14.03 The normal workday shall consist of seven (7) paid hours, and sixty (60) minutes unpaid meal break and the Employer will allow paid break periods on the basis of one (1) fifteen (15) minute period for each half of the working day.
- 14.04 Full-time nurses will normally be scheduled to work on average seventy (70) hours over a biweekly pay period. The normal work week shall be flexed within the hours of 8:00 a.m. to 10:00 p.m. Monday to Thursday and 8:00 a.m. to 5:00 p.m. Friday.
- 14.05 The provision of service remains a priority. The work demands/responsibilities/needs of the team must be given every consideration. Flexible work hours must be scheduled in advance with the employer's approval. Coverage between the hours of 8:30 a.m. and 4:30 p.m. remain the priority when setting the schedule.
- 14.06 During the course of a bi-weekly pay period, a nurse may earn (by working extra hours) flex time to a maximum of two (2) hours without the approval in advance of the Employer. Flex time so earned to a maximum of two (2) hours may be taken off without the approval in advance of the Employer. Any flex time beyond two (2) hours may be earned or taken only with the approval in advance of the Employer. Where a nurse requests approval to earn or take flex time, such request shall not be unreasonably denied provided it can be demonstrated to the satisfaction of the Employer that the required service will be maintained. In all cases, flex time shall be arranged with and communicated to other staff/team members so that the service delivery is maintained.

In administering flex time, the Employer shall have regard for the following:

Flex time shall be balanced out over a two week pay period unless it is two (2) hours or less or there is an approved request to take it in the next two week pay period. In either of these cases, time worked in excess of seventy (70) hours in the next (2) two week pay period shall not be overtime. If the flex time is not taken during the second pay period, it shall be paid out in cash at straight time or may, by agreement of the nurse and their supervisor, be banked with time accumulated under Article 14.08.

- a) All time off will be subject to the agreement of the nurse and the supervisor.

- b) All claims for flex time must be submitted within ten (10) days following the second pay period outlined in a) above. Failure to do so may result in the claim being denied.
- c) Individuals using flex time shall keep a record for the purpose of tracking time. Time earned and taken in periods of less than fifteen (15) minutes shall not be recorded.

14.07

(a) Full time Only:

All work in excess of the pre-approved scheduled day or in excess of the pre-approved bi-weekly pay period required by the Employer will be compensated in pay at the rate of time and one-half or time off equivalent to the applicable premium rate. The time off will be taken at a time mutually agreed upon with their immediate supervisor. It is understood that overtime worked shall be pre-approved by the Manager.

Part time only:

All work in excess of the pre-approved scheduled day or in excess of the pre-determined hours in a bi-weekly pay period required by the Employer will be compensated in pay at a rate of time and one-half or time off equivalent to the applicable premium rate. The time off will be taken at a time mutually agreed upon with their immediate supervisor. It is understood that overtime worked shall be pre-approved by the Manager.

- (b) Work scheduled by the Employer outside of the normal work week described in Article 14.04 will be compensated in pay at a rate of time and one-half or time off equivalent to the applicable premium rate further to the maximum bank in 14.08. The time off will be taken at a time mutually agreed upon with their immediate supervisor. It is understood that overtime worked shall be pre-approved by the Manager.
- (c) Pre-scheduled available overtime work will be offered to all members on the team, who are qualified to perform the work in order of seniority starting with the most senior.

14.08

A nurse may elect to accumulate up to forty-two (42) hours in accrued flex time (Article 14.06) and/or accrued time off under Article 14.07. The maximum accumulation of forty-two (42) hours in accrued time may be restored at any time should a nurse use either time accumulated from their bank.

For any accumulation in excess of thirty-five (35) hours on December 1 of any calendar, the Employer may pay out all or any portion in excess of thirty-five (35) hours on the last pay of the calendar year.

14.09 It is understood that where client needs and/or work demands require scheduling changes, the Employer, in consultation with the team, may alter the scheduled work hours to meet those needs.

Nothing in this article is to be interpreted to limit the right of the employer to schedule work hours to specific nurses as needed.

14.10 Nurses required to work more than two (2) hours overtime in any normal day or shift shall be provided with a meal by the Employer not to exceed twenty dollars (\$20.00). Appropriate receipts are required. This allowance shall repeat for each additional consecutive five (5) hours of overtime worked.

14.11 Where there is a reduction in staffing implemented in advance of a scheduled clinic, nurses will be removed from the schedule by reverse order of seniority as follows: casual nurses, temporary part-time nurses, regular part-time nurses, and full-time nurses. Reductions in staffing will be completed with a minimum of twenty-four (24) hours notice. In the event that a clinic is cancelled with less than twenty-four (24) hours notice, nurses who were scheduled to work will receive two (2) hours pay.

In the event that a clinic is less busy than anticipated and it is determined fewer nurses are required to fulfil the needs of the clinic, nurses can volunteer to leave and will be released from the clinic in order of seniority. In the event not enough nurses volunteer to leave early, nurses will be sent home in reverse order of seniority as follows: casual nurses, temporary part-time nurses, regular part-time nurses and full-time nurses. Nurses shall be paid for all hours worked with a minimum guarantee of four (4) hours pay. There will be no compensation for scheduled hours that were voluntarily relinquished.

14.12 A nurse who is called back and required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates, or with equivalent time off at the nurses' option, whenever there is a break between the nurse's regularly scheduled hours and the work the nurse is called back to do. Work time shall include travel time to and from the nurse's home to the place of work. When the work called back for is completed, the nurse shall be allowed to leave.

ARTICLE 15 - WAGE RATES AND JOB CLASSIFICATIONS

- 15.01 (a) The Wage Rates and Job Classifications are set forth in Appendix A Salary Schedule and remain in effect for the duration of this Agreement.
- (b) Each full-time nurse will advance from their present level to the next level set out in the Salary Schedule, twelve (12) months after they were last advanced on their anniversary date.

Where the nurse is absent from the Health Unit and not accumulating service, their advancement to the next level of the salary schedule will be extended by the length of the absence for which they have not accumulated service.

- (c) Each part-time, casual and temporary nurse will advance on the Salary Schedule based on eighteen-hundred and twenty (1820) paid hours equals one (1) year of service.
- (d) A full-time nurse whose status is altered to part-time or vice versa shall maintain their level on the salary grid. In addition, a nurse who is so transferred will be given credit for service and seniority accumulated since the date of their last advancement.

15.02 When the duties of a position covered by this Agreement are changed such that it makes it a new classification or when a new position appropriately covered by this Agreement is established, the salary shall be negotiated; if the parties are unable to agree, such dispute may be submitted to arbitration. The salary shall be retroactive to the date the position was first established.

15.03 A nurse who transfers to a higher paid classification within the Bargaining Unit will be placed on the level of the salary grid of a higher paid classification which is closest to the salary range of their previous classification, and they shall receive no less than the rate of pay of their previous classification.

ARTICLE 16 - NO STRIKES, NO LOCKOUTS

16.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strikes, picketing, slow-down or stoppage of work, either complete or partial and the Employer agrees that there will be no lockout.

16.02 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Step No. 2 of Article 5.

ARTICLE 17 - MISCELLANEOUS

17.01 Bulletin Boards

The Employer shall provide bulletin boards in the various Health Unit offices which shall be placed so that all nurses shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices which may be of interest to the nurses.

17.02 Copies of the current Collective Agreement will be provided to each nurse electronically and all nurses will have access for printing at the Employer site.

17.03 Access to Files

- (a) A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse. A copy of the evaluation will be provided to the nurse at their request.
- (b) Each nurse shall have reasonable access to all their files for the purpose of reviewing their contents in the presence of their Manager or designate.

No document pertaining to a nurse's performance or a complaint from a member of the public will be added to a nurse's file without bringing it to the attention of the nurse.

- (c) Provided the nurse's record has been discipline free for at least one year, upon request by the nurse, a meeting will be held between the parties eighteen (18) months after any letter of reprimand, suspension, or any other sanction has been given to a nurse to discuss the removal of such document. This Article is without prejudice to the parties' ability to resolve a grievance.

17.04 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for all nurses and patients. Upon recommendation of the Medical Officer of Health, nurses who come into regular contact with high risk individuals in order to fulfil their assigned duties shall be required, on an annual basis, to be vaccinated for influenza. Where possible, the influenza vaccine will be offered to nurses at the Health Unit free of charge.

High risk individuals are identified in the annual NACI Statement.

Nurses may refuse to be vaccinated. At the option of the Employer, the unvaccinated nurses may be reassigned or be placed on leave of absence, without pay, until such time as the nurse has been cleared by the Medical Officer of Health or the Employer to return to the work environment. The nurse can use banked time or vacation credits to cover a portion of the leave of absence without pay. A nurse who is placed on leave of absence without pay will be responsible to pay the premiums for benefits.

If a nurse refuses to take the required vaccine for influenza because it is medically contraindicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be placed on paid leave. It is agreed that any such reassignment will not adversely impact the scheduled hours of other nurses covered by the Collective Agreement. The Medical Officer of Health has the right to obtain a Medical Exemption Form from the nurse.

Staff who have been removed from service that are subsequently immunized may return to work two weeks after immunization or earlier if they are taking an appropriate antiviral medication.

If a nurse gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.

The parties agree to meet as soon as possible during the influenza season to deal with issues that may arise as a result of this Article.

17.05 Nurses who are required to use cell phones in the course of their duties will be provided one by the employer.

17.06 The Employer agrees to provide a nurse with documentation proving the existence of liability coverage in the event a nurse is required to provide this proof to the College of Nurses of Ontario.

17.07 The Employer agrees to maintain policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence and the management of violent situations. Policies and procedure will be reviewed by the JHSC as necessary.

The Employer agrees to provide training, education and information on the prevention of violence and all measures and procedures in the workplace violence program to all nurses. This training will also be initiated during a new nurses' orientation and updated for existing nurses as required.

17.08 Nothing in this Collective Agreement shall permit the pyramiding of any benefit or the duplication of any premiums.

17.09 Prior to any nurse returning to work from illness or disability requiring prolonged alteration of work hours or substantial modification of work duties, the Employer will notify and may meet with representatives of the Union and the nurse to consult on a back to work program for the nurse. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provisions of the Agreement.

17.10 It is understood and agreed that the only obligation of the Employer under Long Term Disability (LTD) or Article 10 (Benefits) is to contribute to

appropriate premium of the particular plan and provide benefits coverage as provided in the Collective Agreement. It is understood and agreed that the Employer is not an insurer and the terms of coverage must be ascertained from the provisions of particular policies of insurance or other plans or statutory provisions, as the case may be.

ARTICLE 18 - LABOUR MANAGEMENT RELATIONS

18.01 Representation

No individual or group of nurses shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its Management or other personnel with whom the Union may be required to transact business.

18.02 Should the employer not agree with the gender-neutral terms in the draft Collective Agreement, this article will remain as is in the renewal Collective Agreement.

ARTICLE 19 - AMALGAMATION AND MERGER

- 19.01 (a) Updates related to any potential amalgamation or merger will be provided to the union at each Union Management Committee Meeting.
- (b) In the event that the Employer should merge, amalgamate or combine any of its operations or functions with another organization, the Employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its nurses with the successor Employer.

ARTICLE 20 - DURATION OF AGREEMENT

- 20.01 This Agreement shall remain in full force and effect from January 1, 2024, to December 31, 2026, and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days prior to the termination of this Agreement.
- 20.02 During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

20.03 When retroactive wage payments are applicable, within six (6) weeks of the date of ratification the Employer will provide payment of full retroactive salary to all eligible nurses, for all hours worked since the effective date.

The Employer shall be responsible to contact in writing at their last known address, any eligible nurses who have left its employ since the effective date, to advise them of their entitlement to any retroactive adjustments, with the proviso that they must respond in person or in writing within sixty (60) days from the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive adjustments to these nurses. A copy of the Employer's letter shall be sent to the Union at the same time.

APPENDIX A
SALARY SCHEDULE

Registered Nurse

| Step | January 1, 2024 (3%) | January 1, 2025 (2.5%) | January 1, 2026 (2.5%) |
|-------------|---------------------------------|-----------------------------------|-----------------------------------|
| Start | \$34.95 | \$35.82 | \$36.72 |
| 1 Year | \$36.76 | \$37.68 | \$38.62 |
| 2 Years | \$39.00 | \$39.98 | \$40.98 |
| 3 Years | \$41.26 | \$42.29 | \$43.35 |
| 4 Years | \$43.45 | \$44.54 | \$45.65 |
| 5 Years | \$45.68 | \$46.82 | \$47.99 |
| 6 Years | \$46.79 | \$47.96 | \$49.16 |
| 20 Years | \$47.27 | \$48.45 | \$49.66 |

Public Health Nurse

| Step | January 1, 2024 (3%) | January 1, 2025 (2.5%) | January 1, 2026 (2.5%) |
|-------------|---------------------------------|-----------------------------------|-----------------------------------|
| Start | \$37.64 | \$38.58 | \$39.54 |
| 1 Year | \$39.41 | \$40.40 | \$41.41 |
| 2 Years | \$41.68 | \$42.72 | \$43.79 |
| 3 Years | \$43.93 | \$45.03 | \$46.16 |
| 4 Years | \$46.15 | \$47.30 | \$48.48 |
| 5 Years | \$48.41 | \$49.62 | \$50.86 |
| 6 Years | \$49.60 | \$50.84 | \$52.11 |
| 7 Years | \$50.11 | \$51.36 | \$52.64 |
| 8 Years | \$50.86 | \$52.13 | \$53.43 |
| 25 Years | \$51.85 | \$53.15 | \$54.48 |

Nurse Practitioner

| Step | January 1, 2024 (3%) | January 1, 2025 (2.5%) | January 1, 2026 (2.5%) |
|-------------|---------------------------------|-----------------------------------|-----------------------------------|
| Start | \$63.15 | \$64.73 | \$66.35 |
| 1 Year | \$64.08 | \$65.68 | \$67.32 |
| 2 Years | \$65.00 | \$66.63 | \$68.30 |
| 3 Years | \$65.94 | \$67.59 | \$69.28 |
| 4 Years | \$66.86 | \$68.53 | \$70.24 |
| 5 Years | \$67.78 | \$69.47 | \$71.21 |
| 6 Years | \$69.47 | \$71.21 | \$72.99 |
| 7 Years | \$70.16 | \$71.91 | \$73.71 |
| 25 Years | \$70.52 | \$72.28 | \$74.09 |

For Public Health Nurses and Nurse Practitioners only, to qualify for the Year 25 level of the grid a nurse must have attained both ten (10) years' seniority with the Health Unit and twenty-five (25) years' experience as a Registered Nurse.

For Registered Nurse only, to qualify for the Year 20 level of the grid a nurse must have attained both ten (10) years' seniority with the Health Unit and twenty (20) years' experience as a Registered Nurse.

APPENDIX B**LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE CHAIRPERSONS**

The parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that there are an adequate number of Chairpersons.

Ruth Schofield
795 Centre Rd. RR#2
HAMILTON, ON L8N 2Z7

LETTER OF UNDERSTANDING

RE: JOB SHARING

To recognize that some nurses desire a more flexible working arrangement than is currently provided for in the Collective Agreement between the Huron Perth Health Unit and the Ontario Nurses' Association and to recognize the Employer's desire to accommodate the same, the parties agree to continue job sharing.

This Agreement will continue from year to year in accordance with the signed Agreement and terms and provisions of the Collective Agreement unless terminated by either party.

There will be no more than six (6) job sharing arrangements at any one time.

Where management decides to fill a vacant full-time position on a job-sharing basis, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full-time nurse wishing to share their position, may make a request in writing to their Director to do so without having their half of the position posted. However, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.

If one of the job sharers leaves the arrangement, when the position is filled, the remaining nurse may elect to assume the position on a full-time basis. If the remaining nurse does not elect to do so, the vacant portion of the job shared position will be posted in accordance with the Collective Agreement.

The Employer may terminate job sharing with sixty (60) days' written notice to the nurses involved and the Union. Upon receipt of such notice a meeting shall be held between the parties to discuss the termination. Both parties will make every effort to resolve any problem(s) before terminating job sharing. Such discontinuation shall not be unreasonable or arbitrary.

Nothing in this Letter of Understanding shall be interpreted to imply the creation of two (2) part-time positions out of the sharing of one (1) full-time position.

Nurses involved in a job-sharing arrangement will be classified as part-time and will be covered by the provisions of this agreement applicable to part-time nurses.

LETTER OF UNDERSTANDING

RE: EMERGENCY RESPONSE

During the period in which an emergency is declared, the employer may need to hire temporary staff in the most expeditious manner. To assist with this, the parties agree that for the period of the declared emergency, posting in accordance with Article 7 will not be required for hiring temporary staff.

Types of emergencies provided for under this agreement include the following:

1. Pandemic outbreaks as declared by the Chief Medical Officer of Health for the Province of Ontario.
2. Municipal emergencies involving the Health Unit as declared in Huron or Perth County.
3. Public Health Emergencies as declared by the Medical Officer of Huron Perth Health Unit.

All other terms and conditions as outlined in the Collective Agreement, including rates of pay, will continue to apply. Once the emergency is declared over, then Article 7 will come into effect again.

LETTER OF UNDERSTANDING

RE: TEAM LEAD

The team lead assignment was originally created and is intended to provide nurses with an opportunity to develop and experience a leadership role on a temporary basis.

The parties agree to the following:

1. The Employer will select nurses to perform the duties of Team Leads in various program areas, from those who express an interest.
2. When vacancies occur, the Employer will post a notice for the position of Team Lead as an Expression of Interest. The selection of Team Lead will not be subject to the posting requirements as outlined in Article 7 and seniority will not be a determining factor in the selection process.
3. The nurse shall be paid a premium of one dollar and forty-five cents (\$1.45) per hour for all paid hours during their term as Team Lead with the exception of absences (other than vacation) greater than ten (10) consecutive working days.
4. The duties of such assignments shall not include the administration of discipline to other bargaining unit nurses.
5. Team Leads will normally serve a term of two (2) years. Either party may terminate the assignment before the end of the agreed upon period by giving thirty (30) days' written notice.
6. In the event that the Employer decides, at its sole discretion, to appoint a temporary Team Lead, it shall appoint a nurse who has previously expressed an interest in acting as Team Lead. Such Team Lead shall be paid one dollar and forty-five cents (\$1.45) per hour for any shift for which they are assigned Team Lead duties.

LETTER OF UNDERSTANDING

RE: FOUR YEAR OVER FIVE YEAR PLAN

- (a) The four (4) years over five (5) plan has been developed to afford nurses the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years' salary over a five (5) year period.
- (b) Any nurse having two (2) years' seniority with the Health Unit is eligible to participate in the plan. A nurse must make written application at least three (3) months before the starting date to their Director requesting permission to participate in the plan. Approval shall rest with the Medical Officer of Health. The Employer shall limit the number of nurses to one (1) from Health Protection Department and two (2) from Community Health Department from each year subject to the consideration of program requirements. Leaves for the purpose of pursuing further job-related formal education will be given priority.
- (c) i) Dental, Extended Health Care, Life Insurance, Long-Term Disability and semi-private coverage may be maintained by the nurse during the leave period subject to our carrier's regulations. Nurses will pay one hundred percent (100%) of all premiums on a schedule satisfactory to the Employer.
- ii) The leave of absence shall be taken only in the fifth (5th) year of the plan. During the year of the leave, seniority will be retained but will not accumulate. Service for the purpose of vacation, salary progression and short-term disability will be retained but will not accumulate during the period of the leave.
- (d) i) On returning from leave, a nurse shall be placed in a similar position to that which they held immediately prior to going on leave.
- ii) The Employer and nurse may agree to defer the leave of absence if mutually agreed upon.
- iii) For purposes of OMERS, the nurse will be considered to be on a leave of absence without pay while absent during the year of leave. In the event the nurse wishes to protect this period of broken service for pension purposes, they will be solely responsible for making employer and nurse share based on their rate of pay immediately prior to the leave, (in accordance with OMERS' terms and conditions).
- iv) With two (2) months' written notice, a nurse may withdraw from the plan at any time prior to taking their leave of absence. Once the leave period has commenced, it cannot be cancelled by the nurse and must run through to its conclusion unless the Employer agrees otherwise.

- v) The nurse shall not be paid for short term disability during their leave of absence.
 - vi) The Health Unit may endeavour to find a temporary replacement for the nurse as far in advance as possible. If the Health Unit is unable to find a suitable replacement, it may postpone the leave. The Health Unit will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan.
 - vii) A nurse enters the pre-paid leave program by signing a formal salary deferral agreement with the Employer. Under this arrangement, twenty percent (20%) of gross annual salary earned (not including overtime), will be directly deposited into a savings account "in trust" for the nurse at the Health Unit's bank. Interest will be paid annually to the nurse. At the option of the nurse, "in trust" funds may be transferred to other types of investments, as long as such investments are issued and held by the Health Unit's bank. The principal balance in the trust fund will be paid to the nurse in year five of the plan as two (2) lump sum payments or spread out over the regular pay periods.
- (e) The Employer and nurse may agree to defer the leave of absence for a maximum of one (1) year. Any other changes to the terms of the plan also require the Employer's approval. Should the plan be terminated early, all principal and interest will be returned to the nurse subject to statutory deductions as required.
 - (f) After the leave is taken in the fifth (5th) year, the nurse must return to work for a period of at least one (1) year.

LETTER OF UNDERSTANDING

RE: ON-CALL COVERAGE

- (a) The Employer plans to change the current on-call system such that a nurse who is on-call would normally deal only with clinical calls, for all of the Employer's coverage area, but reserves the right to require nurses on-call to cover non-clinical calls in the event it is not able to cover the non-clinical on-call system.
- (b) The on-call system may be staffed by ONA members and others, at the Employer's option. The contents of this Letter of Understanding shall apply only to ONA members.
- (c) ONA members may notify the Employer of their wish to participate for a period of not less than one year and must be available to cover a minimum of four (4) weeks of on-call per year. Any such nurse, who does not currently participate in the on-call system, shall be trained by the Employer.

- (d) In the event that the employer is not able to adequately staff the on-call system, the Employer may require qualified nurses to be scheduled for on-call in reverse order of seniority among those nurses who are not scheduled to work at least four (4) on-call weeks in the calendar year. No nurse will be required to work more than four (4) weeks in a calendar year.
- (e) On-call hours are from 4:30 p.m. to 8:30 a.m. the following day for weekdays, and 4:30 p.m. on Friday to 8:30 a.m. on Monday for weekends, and 8:30 a.m. – 8:30 a.m. for paid holidays, or other times when the office is closed.
- (f) On-call staff shall be supplied with a suitable communication device and all materials required to provide the service.
- (g) An on-call week will consist of a consecutive seven (7) day period except where the stat falls on a Monday after the scheduled weekend. The Employer will schedule staff and once scheduled, ONA members may exchange on-call shifts among the staff who provide on call coverage.
- (h) Staff will be paid seven dollars and forty-one cents (\$7.41) per hour for being on-call. When a paid holiday occurs during that week, they will be paid an additional four dollars and seventeen cents (\$4.17) for each hour of the paid holiday.
- (i) Work time exceeding a cumulative three (3) hours total for the week for responses not requiring them to report to the workplace may be claimed as overtime in accordance with the Collective Agreement. Any time worked on a paid holiday will be claimed as overtime in accordance with the Collective Agreement.
- (j) If nurses are required by the nature of the emergency to physically report to the Health Unit or an emergency site, they shall be entitled to claim overtime in accordance with the Collective Agreement. Actual travel time and mileage driven in reporting for work will also be reimbursed, but the maximum claim may not exceed the time and distance from the nurse's residence.
- (k) On-call nurses must be able to respond promptly by telephone. If they are required to physically report for work to the Health Unit or an emergency site, they must be able to reach either the Huron or Perth County border within one and a half (1.5) hours at all times.

LETTER OF UNDERSTANDING

RE: PROFESSIONAL RESPONSIBILITY

The Employer recognizes that nurses have obligations under the *Regulated Health Professions Act*. In the event that the Employer assigns a number of clients or a workload

to an individual nurse or group of nurses such that they have cause to believe that they are being asked to perform more work than is consistent with proper client care, they shall:

- (a)
 - i) At the time a workload issue occurs the matter will be discussed within the team/site/program to develop strategies to meet client care needs;
 - ii) Failing resolution at the time of the occurrence, the matter will be discussed with the Manager (or designate) on their next working day;
 - iii) Failing resolution, the complaint shall be submitted in writing to the Union Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Union Management Committee shall convene a meeting of the Union Management Committee within ten (10) days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - iv) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union Management Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) persons who have expertise in Public Health Nursing; one chosen by the Union; one chosen by the Health Unit and, the third person chosen by the first two from the list of Chairpersons named in Appendix B. The third member of the Assessment Committee chosen to form the panel shall act as Chairperson.
 - v) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b)
 - i) If the Chairperson cannot be agreed upon, this will be settled by arbitration pursuant to the grievance procedure found in this Collective Agreement.
 - ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (c) Time limits may be extended by mutual agreement of the parties.

LETTER OF UNDERSTANDING

RE: INDIVIDUAL SPECIAL CIRCUMSTANCES ARRANGEMENT

The Health Unit and the Union may mutually agree that a full-time nurse's current schedule be reduced to less than full-time hours.

A nurse who wishes to have their work schedule reduced will first make their request to their direct Manager. If such request is provisionally approved the Manager will advise both the Human Resources Manager and the Bargaining Unit President of the approval and the need for an agreement.

In the case of such an arrangement, an agreement will be required and will be as per the template below:

Re: Individual Special Circumstance Arrangements:

The Employer and the Union agree to adjust the hours of work of _____ pursuant to the Letter of Understanding, Individual Special Circumstance Arrangement of the Collective Agreement. The Employer and the Union agree that the intention of creating this type of arrangement is primarily to assist _____ with identified special circumstances by reducing their full-time hours.

The following conditions will apply:

1. The parties agree that the arrangement applies to the individual, not to the position. _____ will be scheduled to work ___ hours (_____ FTE) on a bi-weekly basis.
2. It is agreed _____ will retain full-time status, including but not limited to seniority and service. Compensation items, which include paid holidays, vacation entitlement and cost sharing of all benefits, will be pro-rated based on the reduced schedule in relation to the standard seventy (70) hours of work.
3. The parties agree that for pension purposes contributions will be as in Article 10 of the Collective Agreement.
4. Either party may request to discontinue a special circumstance arrangement with ninety (90) days' written notice. The Parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation.
5. In the event _____ should resign, transfer, is laid off or terminated, the arrangement will be deemed to be discontinued immediately unless the parties mutually agree otherwise.
6. It is understood and agreed that these arrangements are based on individual

circumstances and each agreement is made on a without prejudice or precedent basis to any other Individual Special Circumstance Arrangements that may be negotiated between the parties.

7. The parties agreed that there is no obligation that any further reduced work arrangements will take place after the expiration date of this agreement.
8. This Letter of Understanding will become effective and expire on (normally one year or less).

SIGNING PAGE

Dated electronically, this 10th day of July 2024.

FOR THE EMPLOYER:

FOR THE UNION:

"Julie Pauli"

"Louise Beneteau"
Labour Relations Officer

"Scott MacInnes"

"Krysta Tomasevic"
Bargaining Unit President

"Megan Goss"

"Donna Parsons"

"Amanda Huxtable"
