

COLLECTIVE AGREEMENT

Between:

THE OXFORD ELGIN – ST. THOMAS HEALTH UNIT
(Hereinafter referred to as “the Employer”)

And:

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

Expiry Date: December 31, 2024

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the nurses within the bargaining unit with respect to the matters set out herein. It also provides an orderly procedure for the prompt disposition of grievances, for the need to establish and maintain satisfactory working conditions, and for the need to establish hours of work and wages. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community public health services.

ARTICLE 2 – RECOGNITION AND DEFINITIONS

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all registered nurses and nurses with a Temporary Class Certificate of Registration employed by the Employer in a nursing capacity save and except Supervisors and persons above the rank of Supervisor.

Note: The parties agree that “registered nurses” includes registered practical nurses

- 2.02 (a) “Full-time” nurse refers to nurses scheduled for thirty-five (35) hours per week (exclusive of meal times) or average seventy (70) hours (exclusive of meal times) over a bi-weekly period on a regular basis and is not employed in a temporary position.
- (b) “Regular part-time” nurse means a nurse who regularly works a predetermined work schedule of less than thirty-five (35) hours per week or average seventy (70) hours (exclusive of meal times) over a bi-weekly period.
- (c) “Casual” nurse means a nurse who is required to work on an irregular basis (called in as needed).
- (d) A "Temporary Nurse" means a nurse hired to: a) replace either a full-time nurse or a regular part-time nurse for a specific assignment; or b) engaged in a special project which shall not exceed twelve (12) months; or c) replace either a full-time or regular part-time nurse for the duration of the pregnancy/parental leave or other leaves under Article 12 or transfer out of the bargaining unit under Article 9.02. The terms of the specific assignment may, however, be extended by agreement of the parties.
- 2.03 A Registered Nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act and as both are amended from time to

time. A Registered Nurse is required to provide a current certificate of registration to the Employer.

2.04 A Public Health Nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act, the Nursing Act and the Health Protection and Promotion Act, (ie. a university diploma in Public Health Nursing or a bachelor's degree in nursing with a Public Health Nursing component)*, and as all are amended from time to time. A Public Health Nurse is required to provide a current certificate of registration to the Employer *and the registration date will be the date used by the College of Nurses of Ontario.*

2.05 A Registered Practical Nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act and the Nursing Act* and as both are amended from time to time. A Registered Practical Nurse is required to provide a current certificate of registration to the Employer.

2.06 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain their General Class Certificate of Registration prior to the expiry of their Temporary Class Certificate. If the nurse fails to obtain a General Class Certificate of Registration prior to the expiry of the nurse's Temporary Class Certificate of Registration they will be deemed to be not qualified for the position and will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration. A nurse who holds a Temporary Class Certificate of Registration shall make such Certificate available to the Employer.

2.07 Work of the Bargaining Unit

No employee outside the bargaining unit shall perform the work performed by members of this bargaining unit except as follows:

- (a) for the purpose of instruction;
- (b) for the purpose of experimentation;
- (c) in the event of an emergency situation.

It is agreed that the Employer will not contract out work normally performed by members of the bargaining unit if a layoff of any employee will result. It is further agreed that employees who are laid off and who are capable of performing the work available, will be recalled before the work is contracted out.

In the event that an employee leaves the employ of the Employer and the Employer is not able to hire a replacement, then that work may be contracted out until a suitable employee can be hired. The Employer will not unduly delay the search for a satisfactory replacement.

- 2.08 The gender neutral pronouns of “they” and “their” are used throughout this Agreement, both in the singular and plural where the context so requires. Where the singular is used, the pronoun may also be deemed to mean plural and vice-versa.
- 2.09 All correspondence sent by the Employer to the Union shall be sent to the Bargaining Unit President.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Health Unit and the direction of the working forces are the exclusive right of the Employer and shall remain solely with the Employer except as limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - i) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim of discharge without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
 - ii) determine in the interest of efficient operation and highest standard of service, job rating or classification, hours of work, work assignments, services to be performed, and methods of work.
 - (b) determine, in the interest of the efficient operation and the highest standard of service, the number of the Employer’s establishments, the number and location of personnel required, the assigned location of the work, the services to be performed, the methods, the work procedures, the instruments and the equipment to be used, the quality and quantity of standards, the selection, the control and the direction of the use of all materials required in the operation of the Employer, and to determine the schedule of work, and the establishment of and deciding of the qualifications of a nurse to perform any particular job;
 - (c) generally, to manage the operation which the Health Unit is engaged in;
 - (d) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses.
- 3.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - RELATIONSHIP/NO DISCRIMINATION

- 4.01 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any nurses because of membership or non-membership in the Union.
- 4.02 The Employer and the Union agree that neither they, nor their respective Representatives will contravene the applicable provisions of the *Ontario Human Rights Code* and/or *Employment Standards Act 2000* (and as amended from time to time), nor any applicable Legislation of the Government of Canada.
- 4.03 **RETURN TO WORK**
- (a) When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will notify and meet with representatives of the Union and the member involved to discuss the circumstances surrounding the employee's return to suitable work. A written plan will be developed and provided to the member for any accommodation lasting longer than 30 business days.
 - (b) The Employer will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
 - (c) The Employer agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*, as amended.

ARTICLE 6 – UNION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will recognize the following:
- (a) a Grievance Committee composed of two (2) representatives for the purpose of attending grievance meetings as hereinafter provided for;
 - (b) a Negotiating Committee of four (4) nurse representatives one of which will be the Bargaining Unit President, for the purpose of negotiating for the renewal of the Collective Agreement;
 - (c) a Bargaining Unit President and one representative for purposes of representing members;
 - (d) there shall be a Union-Management Committee composed of two (2) nurse representatives who are members of the Bargaining Unit , being the Bargaining Unit President and representative in (c), above, and two (2) representatives of the Employer. Regular meetings of this Committee will be held quarterly for the purpose of discussing matters of mutual concern including the quality and quantity of nursing care and provided there is business for their joint consideration. Annual meeting dates will be determined by the parties at the last meeting held in the calendar year. It is agreed that this Committee shall not discuss grievances. Special meetings of this Committee will be held at mutually convenient times. Each party will notify the other at least seventy-two (72) hours in advance of the matters it wishes to place on the agenda for the meeting. A representative of the Ontario Nurses' Association and/or a resource person of the Employer's choice may attend meetings of this Committee where mutually agreed. Such agreement shall not be unreasonably withheld;
 - (e) it is understood that the employee/Union representatives have their regular work to perform on behalf of the Employer. If it is necessary for a designated nurse representative to service a grievance during the nurse's working hours, the nurse shall not leave work without first obtaining the permission of the nurse's Supervisor. Such permission shall not be unreasonably withheld. Upon completion of the nurse's activities, the nurse shall report back to the nurse's Supervisor;
 - (f) Occupational Health and Safety Committee.
- The parties agree to continue the Joint Occupational Health and Safety Committee in accordance with the *Occupational Health and Safety Act*.

- 6.02 The Union will supply the Employer with the names of its representatives and any changes thereto.

- 6.03 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association. It is understood and agreed that the Labour Relations Officer is the signing authority, unless delegated by the Ontario Nurses' Association to the Bargaining Unit President in writing, for all documents related to this Collective Agreement and any Letters of Understanding and grievance settlements.
- 6.04 The Employer shall pay nurse representatives and Committee members referred to above at their regular straight time hourly rate of pay for such time when it is spent attending meetings with representatives of the Employer during the nurse representatives' regular scheduled working hours. In no event will such members receive overtime compensation while on any Union business unless such Union overtime activities are associated with the *Occupational Health and Safety Act*. It is agreed further that this Article does not cover time spent at arbitration.
- 6.05 The Employer agrees that a Union representative shall be given the opportunity of meeting with each newly hired nurse and as early as practical during orientation.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer will deduct from the pay due to each nurse who is covered by this Agreement, once a month, a sum equal to regular monthly Union dues of each such nurse. The Union shall notify the Employer in writing of the amount of such dues should there be any change in the dues structure. The Employer will send to the Union once each month (within fifteen (15) days from the date the deductions were made) its electronic funds transfer for the dues deducted under this clause. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted. In the case of new employees, the Employer will provide the Union with the Social Insurance Number and address of such new employees, which information will be sent along with the Employer's electronic funds transfer for the month in which dues were first deducted from such new employees. In the case of newly employed nurses, such dues shall commence in the month following their date of hire.
- 7.02 The Employer shall provide each nurse with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.01 (a) Policy Grievance

- i) It is agreed that a policy grievance means a grievance arising directly between the Employer and the Union concerning the interpretation, application or administration of this Agreement. It is further understood that a policy grievance may not be used with respect to a matter directly affecting a nurse which could be raised as an individual grievance by such employee and accordingly, the procedure for individual grievances set forth in Article 8.02 shall not be bypassed.
- ii) If the Union has a policy grievance, the Union shall file with the CEO or designate of the Employer the terms of the policy grievance. If the Employer has a policy grievance, the Employer shall file with the President of the Bargaining Unit the terms of such grievance.
- iii) It is understood that no policy grievance, where the alleged circumstances whereby it originated, occurred more than fifteen (15) working days prior to its presentation as a written grievance, shall be considered. The Grievance Committee and the Employer shall meet at a time mutually agreed upon and every possible method shall be discussed and dealt with in order to attempt to resolve the dispute. Failing settlement, the grievance shall go to arbitration according to the procedure outlined hereinafter.

8.02 (a) Individual Grievance

An individual grievance under this Agreement shall be defined as a written complaint concerning the interpretation, application or administration of this Agreement provided that it is understood that an individual nurse has no grievance until the nurse has first given the nurse's immediate supervisor an opportunity to adjust the complaint. In discussing such complaint, the nurse has the right to be accompanied by the nurse representative at the request of either party. It is understood that no grievance of an individual nurse, where the alleged circumstances whereby it originated, occurred more than ten (10) working days prior to its presentation as a written grievance, shall be considered.

Step #1

A complaint which is not settled by the immediate supervisor shall be documented on a printed grievance form under the direction of the Union's Grievance Committee and be signed by the party involved and submitted as a grievance to the Program Director or designate. The Program Director or designate shall deal with the grievance and

render the decision therein in writing not later than the second working day next following the date on which the grievor placed the grievance before the Program Director or designate.

Step #2

If the decision of the Program Director or designate is not satisfactory to the party grieving, an appeal may be lodged in writing, signed by the party, with the Manager, Human Resources or designate through the Union's Grievance Committee within ten (10) working days of the decision of the Program Director or designate. A meeting shall be held between the Employer, the grievor, the Union's Grievance Committee (including the Labour Relations Officer) within ten (10) working days of the Employer receiving the appeal. The Employer shall deal with the grievance and render a decision therein in writing not later than the fifteenth (15th) working day next following the day of the above meeting under this step.

Step #3

If the decision of the Employer is not satisfactory to the grievor, the said grievance may then be referred to arbitration.

After exhausting the Grievance Procedure, when either party requests that a grievance be submitted to arbitration, that party shall make such a request in writing, within twenty (20) working days after the grievance has been dealt with in Step #2, addressed to the other party to this Agreement and, at the same time, it shall propose the names of three (3) suitable sole arbitrators. Within ten (10) working days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) working days after the other party has responded, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure.

The parties agree that a sole arbitrator shall resolve all grievances that proceed to arbitration.

8.03 No person shall be appointed as the arbitrator who:

- i) Is acting, or has within a period of six months preceding the date of their appointment, acted in the capacity of a solicitor, legal advisor, counsel or paid agent of either of the parties. A nominee shall not be considered as a paid agent.
- ii) Has a pecuniary interest in the matters referred to arbitration.

8.04 The decision of the Arbitrator shall be final and binding on both parties.

- 8.05 Payment of the Arbitrator shall be as follows:
- (a) The Union and the Employer shall pay the Arbitrator's fees and expenses in equal shares.
- 8.06 The procedure on arbitration shall be consistent with the provisions of the *Labour Relations Act*. The Arbitrator shall not have any power to alter, modify, amend or change any of the provisions of this Agreement, nor to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provision of this Agreement nor deal with any matter not covered by this Agreement. However, the Arbitrator in respect to a grievance involving a disciplinary penalty by a nurse shall be entitled to modify such penalty as in the opinion of the Arbitrator is reasonable.
- 8.07 The time limits fixed in both grievance and arbitration procedures shall be of the essence of this Agreement, but they may be extended by consent of both the parties to this Agreement, such consent to be in writing.
- 8.08 Employee Files, Discipline and Discharge Cases
- (a) Whenever, any nurse who has completed the probationary period is given a written disciplinary notation or discharge, the nurse shall if the nurse so desires and with the assistance of the President of the Bargaining Unit or Union's Staff Representative, file a grievance in accordance with the procedure as provided for in Article 8.02 commencing at Step #2 as above, except that the decision of the Employer in Step #2 shall be rendered not later than six (6) working days next following receipt by the Employer of the grievance. The Employer shall notify the nurse who is subject to the discipline or discharge of the nurse's right to have a nurse representative present for any meeting with the Employer where such discipline or discharge is discussed.
- (b) Each nurse shall have reasonable access to the nurse's file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the nurse's supervisor.
- (c) A nurse who has been disciplined (not including performance appraisal(s) by the Employer will have such disciplinary action removed from the nurse's records after a period of eighteen (18) months from the date the discipline was taken provided that during such period a nurse's record has been discipline free over the eighteen (18) months.
- 8.09 Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a Grievance Mediator.

ARTICLE 9 – SENIORITY

- 9.01 (a) A newly employed nurse shall be considered a probationary nurse until they have completed seven hundred and thirty five (735) worked hours from the date of their last hire. If retained after the nurses' probationary period, a nurse's name shall be placed on the seniority list and they shall then be credited with seniority equal to such hours worked. Thereafter, seniority shall accrue on the basis of hours worked.
- (b) The discharge of any probationary nurse shall not be made the subject of a grievance under this Collective Agreement.
- (c) A nurses' probationary period may be extended for a further period which shall not exceed three (3) additional months. The extension shall be communicated to the Bargaining Unit Representative of the Union. The Employer will advise the nurse and the Union of the reasons when an extension occurs. If such probationer continues in the same position at the end of the said extension, seniority, holiday benefits and other prerequisites referable to length of service, shall be based on the original date of employment. It is understood that the extended probationary period will not be used in determining a nurse's enrollment date in the group benefits and pension plan.
- (d) A seniority list shall be published for all nurses who have completed their probationary period on the following basis:
- i) The seniority list shall be published January, May and September of each calendar year showing the name, date of hire and seniority of each nurse. Seniority for regular part-time, temporary and casual will be shown in hours worked. A copy of the list shall be forwarded to the Bargaining Unit President or their designate.
 - ii) Complaints concerning the accuracy of such list will be considered within thirty (30) days of posting and if no complaint is received within that time such list shall be presumed to be accurate.
 - iii) It is understood that one thousand, five hundred and ninety-six (1,596) regular hours worked exclusive of premium hours shall be the equivalent of one (1) year of full-time seniority and for the purposes of determining seniority for regular part-time and casual nurses.
 - iv) The Bargaining Unit President will be provided with a copy of all new hire letters for members of the bargaining unit.

- (e) A nurse shall lose all seniority and shall be deemed to have terminated their employment if they :
- i) leave the employ of the Employer of their own accord;
 - ii) are discharged and are not reinstated through the grievance or arbitration procedure;
 - iii) are laid off for a period of more than eighteen (18) consecutive months;
 - iv) are absent from work for two (2) consecutive days without permission, unless a satisfactory explanation is established for such absence;
 - v) fail to return to work on termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - vi) fails to return to work within five (5) working days (for full-time nurse) or one (1) week (for regular part-time nurse) from the date notification was sent by registered mail to their last address recorded with the Employer advising them of recall;
 - vii) subject to the *Ontario Human Rights Code* and the laws of the Province (e.g. WSIB), is absent from work due to illness or disability which absence continues more than twenty-four (24) months. Each case will be the subject of individual review and this clause may be waived at the Employer's discretion.

9.02 Positions outside the Bargaining Unit

In the event that a nurse is transferred out of the bargaining unit for a specific term or task which does not exceed a period of 18 months and is returned to a position in the bargaining unit, they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

An employee must remain in the bargaining unit for a period of 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 unless the parties agree otherwise.

ARTICLE 10 – VACANCIES

- 10.01 The Employer will post a notice of all vacancies, including any new positions occurring within the Bargaining Unit which it intends to fill. Such notice will be posted on the Employer's intranet for a period of seven (7) calendar days. Such notice will include job status, classification, qualifications

present primary assigned Health Unit location, program division and initial assignment. At the same time, a posting may be advertised externally.

If the Employer chooses not to fill a vacancy then the Employer will meet with the Union's Representative to inform the Union of the reasons for not filling the vacancy.

- (a) Nurses wishing to apply for such posted vacancies, must make written application to the Employer within such seven (7) calendar day period from the date of the posting. For clarity, nurses cannot apply for vacancies unless it would result in a change of status or classification.
- (b) Filling of all posted vacancies within the Bargaining Unit will be based primarily on the following factors: skill, ability, experience and qualifications for the opening concerned; but as between two or more persons possessing the required qualifications and who have approximately equal standing based upon the above factors, bargaining unit seniority will be the deciding factor. Where there are no qualified internal applicants for such a vacancy, such vacancy may be filled at the Employer's discretion.
- (c) A full-time nurse, upon appointment to a regular part-time position, or a regular part-time nurse upon appointment to a full-time position, will retain their seniority as of such date, and shall receive credit for their full seniority and service on the basis of 1596 hours worked for each year of full-time seniority or service but thereafter their seniority will accrue as applicable to their new position. When a regular part-time nurse is appointed to full-time status, their part-time seniority will be converted to a full-time equivalent on the basis of 1596 hours representing one full year of seniority.
- (d) Successful applicants and new hires will be excluded from posting into another position until six (6) months from commencement of their new position or their date of hire unless the position changes their status or classification.
- (e) The decision as to the successful candidate to the new position will be communicated, by email, to the Bargaining Unit President. Unsuccessful internal applicants will be notified by the Employer.
- (f) Where a part-time or casual nurse is engaged in a temporary position, they will be returned to their former status at the completion of such temporary position, provided that the former position has not been deleted in the event of layoff. Where a newly hired temporary nurse is subsequently engaged in a full-time, regular part-time, or casual position, following the conclusion of their temporary position and providing it is without a break in service:

- i) they will receive credit towards completion of the probationary period for their period of continuous service as a temporary nurse; or
 - ii) where such period of continuous service has exceeded seven-hundred and thirty-five (735) hours, their name will be placed on the seniority list and they will be given seniority as a full-time, regular part-time, or casual nurse which will date from the date they were last hired as a temporary nurse.
- (g) Full-time nurses need not be considered for temporary vacancies of less than twelve (12) months.

10.02 Temporary Positions

- (a) The Employer will outline to the nurse hired or selected for a temporary position, the circumstances giving rise to their temporary position as well as the conditions and expected duration of such employment.
- (b) At the conclusion of their temporary position, the employment of such temporary nurse shall be terminated, and such termination shall not be made the subject of a grievance. It is agreed, however, that if such nurse was a regular part-time or casual nurse at the time they were selected for a temporary position, they will revert to their former status at the conclusion of their temporary position, provided the Employer at such time still requires a person to fill such position.
- (c) Where temporary positions are established as a result of nurses being on extended absences (i.e. LTD, WSIB), it is the Employer's right to determine that there is a need to deem the temporary position a permanent vacancy and post accordingly. The Employer will notify the Union accordingly.

10.03 Notwithstanding any other provision in this Agreement, the Union acknowledges the right of the Employer to assign and reassign nurses from one job or program to another within the Health Unit's operations from time to time. It is agreed however, that before doing this, the Employer will, except in the case of an emergency, notify the nurse affected in advance and discuss with the nurse the reasons.

ARTICLE 11 – LAYOFFS

- 11.01 In the event of a proposed lay-off by the Employer of full-time and/or regular part-time nurses of a permanent or long-term nature, the Employer will:
- (a) provide the Union, if possible, with no less than thirty (30) days' notice of such lay-off; and

- (b) meet with the Union to review the layoff and the reasons causing the layoff, the expected duration of the layoff, and the names of the nurses affected by the layoff. A copy of the notice to the affected nurse(s) will be sent to the Bargaining Unit President and to the Labour Relations Officer.

11.02 Layoffs shall be made on the basis of the most current seniority list provided that the nurse(s) who are entitled to remain on the basis of seniority are qualified to do the work available. Probationary nurses will be laid off first prior to those with seniority.

- (a) Laid off nurses will have the option to accept a vacant position or exercise their seniority on a bargaining unit wide basis and displace the most junior nurse in any job classification represented by the Union for which they possess the required qualifications. The laid off nurse will assume the location and hours of work assigned to the junior nurse or vacant position.
- (b) Casual work that becomes available for a period of more than five (5) consecutive days will be offered in order of seniority to nurses who are on layoff and qualified to do the work in question before it is offered to casual employees.
- (c) Nurses will be recalled in the reverse order to which they are laid-off from their applicable list; provided, however, they are qualified to do the work in the job openings then available. Recall will be by registered mail to the last address recorded with the Employer by the nurse.

11.03 In the event of a layoff of a short-term nature, the Employer will give the Union five (5) working days' notice.

11.04 Individual layoff notices to nurses shall be provided in accordance with the provisions of the *Employment Standards Act*, as amended from time to time.

11.05 The Employer agrees to pay the full cost of coverage benefit premiums as set out in Article 18 for any nurse who is laid off for the remainder of the month in which the layoff becomes effective.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 Personal Leave of Absence and ESA Leaves

The CEO or designate may, in their discretion, grant a leave of absence without pay to a nurse where the nurse requests such a leave of absence for personal reasons. Except in the case of an emergency, a request for leave of absence under this clause must be in writing and must be submitted

as far in advance as possible. The reply to the request must also be in writing except in case of an emergency.

- (a) During an approved unpaid leave of absence of greater than 30 days, credit for service for purposes of vacation and sick leave will be suspended and pro-rated accordingly upon return from the leave. In addition, the nurse shall become responsible for any health and welfare benefits in which they are participating.
- (b) The Employer acknowledges that nurses may be entitled to access certain leaves of absences under the *Employment Standards Act, 2000* as amended from time to time.
- (c) Upon permission granted by the CEO, leave of absence with pay will be granted to allow an employee to write the required examination on completion of a course of study relevant to the profession.

12.02

Union Leave

(a) Local Union Leave

Notwithstanding Article 6 leave of absence for Union business shall be given without pay up to a total of thirty-five (35) days during each calendar year, providing adequate notice is given to the Employer and such leave of absence does not interfere with the continuance of efficient operation. During such leave of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits. The Employer will bill the Local Association within a reasonable period of time.

(b) Leave of Absence for Nurses on the Board of Directors of the Ontario Nurses' Association

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence to a maximum of three (3) years without pay. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence for Board Members of the Ontario Nurses' Association will be separate from the Union Leave provided in (a) above. During such leave of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.

(c) Leave of Absence for the President of the Ontario Nurses' Association

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to three (3) years. During such leave of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and employer contributions to benefits.

(d) Leave of Absence for Nurses Who Serve as Local Coordinators for the Ontario Nurses' Association

A nurse elected to the position of Local Coordinator shall be granted, upon request, leave of absence to a total of twenty-five (25) days during each calendar year to fulfil the duties of their position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the employee'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 full cost of such salary and applicable benefits.

12.03 Bereavement Leave

- (a) In case of a death in the immediate family of a full-time nurse, namely spouse, common-law spouse, child, step-child, step-parent, mother, father, guardian, sister and brother, the full-time nurse shall be permitted to be absent for not more than five (5) days including the day of the funeral without loss of regular pay.
- (b) In case of a death with other immediate family members of a full-time nurse, namely mother-in-law, father-in-law, son-in-law or daughter-in-law, step-brother, step-sister, grandchild, a grandmother, grandfather, the full-time nurse shall be permitted to be absent for not more than four (4) days including the day of the funeral without loss of regular pay.
- (c) In the case of the death of, sister-in-law, brother-in-law, a full-time nurse shall be permitted to be absent for not more than three (3) working days, including the day of the funeral, without loss of regular pay.
- (d) In the case of the death of an aunt, uncle, first cousin, nephew or niece, a full-time nurse shall be permitted to be absent for one (1) day without loss of regular pay provided the employee attends the funeral.

Note: For purposes of (a)-(d), funeral is deemed to mean a bona fide interment or memorial service. Any request to split bereavement leave must be approved by the Employer. Such request shall not be unreasonably denied.

- (e) Winter interment – In the event of a death occurring in winter, necessitating a spring interment, one (1) of the working days referred to in subsections (a), (b), or (c) may be taken at the time of interment.
- (f) Regular part-time and temporary nurses will be eligible for the bereavement leave prorated based on normal hours worked.

12.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications or premature birth.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case they shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration.

The Employer will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

12.05 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A nurse is eligible to be granted a parental leave in accordance with the *Employment Standards Act*. In cases of adoption, the nurse shall advise the employer as far in advance as possible with respect to a

prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption.

- (c) 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.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration.

The Employer will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

12.06

A nurse who is on pregnancy and parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy - five (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy and parental benefits, and shall continue for a maximum period of 15 weeks pregnancy leave and 5 weeks parental leave. 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 casual or regular part-time nurse shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

A nurse who is on parental leave only as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy - five (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue for a maximum period of twenty (20) weeks. 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 casual or regular part-time nurse shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

The Employer shall continue to pay the percentage in lieu of benefits for casual and regular part-time nurses based on the nurse's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable, unless the nurse has advised the Employer, in writing, that they do not wish to continue to make the employee contributions (if any) to such plans.

12.07 Jury and Witness Duty

If a nurse is required to serve as a Juror in any Court of Law, is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the nurse's duties at the Health Unit, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties at the Health Unit, or is required by subpoena to appear as a witness before the College of Nurses of Ontario with a case arising from the nurse's duties at the Health Unit, they shall not lose their regular pay because of such attendance provided that they:

- (a) notify the Employer immediately upon their notification that they will be required to attend court;
- (b) present proof of service requiring their attendance;
- (c) promptly repays the amount (other than expenses) paid to them for such service or attendance to the Employer;
- (d) report for work to complete the balance of their shift once they have been excused by the Courts.

Regular part-time and temporary nurses will be eligible for the court attendance entitlements provided they are scheduled to work on the days they are required to attend court or they are attending court on Health Unit business.

12.08 Pre-paid Leave

The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The Plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of

the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The nurse must make written application to the CEO at least four (4) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be two (2). The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse and the Employer.
- (d) Written applications will be reviewed by the CEO. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. The CEO shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to the nurse until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held and paid out consistent with federal and provincial legislation. The nurse will be given a statement every year of the amount of the accrued interest.
- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or on the nurse's regular pay schedule or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance under Article 9. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which the nurse is participating.
 - i) Seniority of nurses shall be retained and accumulated when a nurse is absent from work under an approved leave of absence of less than thirty (30) days with or without pay. Should the leave of absence be for thirty (30) days or more, a nurse will not accumulate seniority commencing with the

thirtieth (30th) day of the leave of absence and thence forward.

- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given to the CEO. Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the 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 and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- (l) The nurse shall give ninety (90) days' notice of intent to return.
- (m) The nurse will be reinstated to the nurse's former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (n) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with this Article.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.
 - iv) The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 13 – PAID HOLIDAYS

13.01 All full-time nurses within the scope of this Agreement shall be paid at the regular rate of pay for each of the following holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
Truth and Reconciliation Day	

Or days celebrated in lieu of any such holiday and any other day required by the Government of Ontario or the Government of Canada to be observed as a public holiday.

NOTE: If a full-time nurse is eligible for benefits under Short term disability, Long term disability or the *Workplace Safety and Insurance Act*, then the nurse will not be entitled to both a paid holiday(s) and the foregoing benefits unless required under law.

13.02 In order to qualify for holiday pay in respect of each of the holidays referred to in Article 13.01, a nurse must work both the working day immediately preceding and following the holiday concerned unless the nurse was absent due to:

- (a) illness which commenced within thirty (30) days of the date of the holiday;
- (b) vacation;
- (c) taking compensating time off which has been mutually arranged between the nurse and the Employer;
- (d) approved leave of absence with pay.

13.03 Where a full-time nurse qualifies for holiday pay, such pay will be computed on the basis of the number of hours the nurse would otherwise have worked had there been no holiday at the nurse's regular straight time hourly rate of pay to a maximum of seven (7) hours.

13.04 **Regular Part-Time, Casual, And Temporary**

- (a) The holidays listed in Article 13.01 will be recognized for regular part-time,-and temporary nurses.
- (b) If a regular part-time or temporary nurse works on a holiday listed in Article 13.01 the nurse shall be paid at the rate of one and one half

(1 ½) times the nurse's regular straight time hourly rate for all hours worked on such holiday.

- (c) Every regular part-time and temporary nurse shall receive credit for each statutory holiday listed based upon the ratio of the normal regularly scheduled part-time hours over the normal full-time hours.
- (d) Casual nurses shall receive holiday pay for the holidays listed in Article 13.01 if they qualify under the provisions of the *Employment Standards Act*.

13.05 In the event that a full-time nurse is scheduled to work on any of the above holidays and works on the holiday the nurses shall be paid at the rate of double time (2x) the nurse's regular straight time hourly rate of pay for all hours worked on the holiday. In addition the nurse shall be given one (1) day off with pay at the nurse's regular straight time hourly rate of pay to a maximum of seven (7) hours provided the nurse qualifies under Article 13.02 above and such day off shall be taken within 30 days of having worked the holiday, on a day that the Employer and the nurse concerned agree upon. In the event that the Employer and the nurse cannot agree upon a date within this specific period, the Employer shall pay out the amount owing (one (1) day of pay at the nurses regular straight time hourly rate to a maximum of 7 hours).

13.06 When any of the above holidays occur during a full-time, regular part-time or temporary nurse's annual vacation another day of vacation shall be scheduled at a mutually agreeable time.

13.07 Where a holiday as defined in Article 13.01 falls on a Saturday or a Sunday and is not proclaimed as being observed on some other day the Monday next following the Saturday or Sunday on which the holiday falls shall be designated as the day off in lieu thereof.

13.08 Board Day:

The Employer will be closed for one (1) day between December 14th and January 1st. The Board Day will be designated by the CEO or designate prior to September 1st. All full-time, regular part-time and temporary nurses within the scope of this Agreement shall be paid at the regular rate of pay. Article 13.01 and the conditions set out under Articles 13.02, 13.03, 13.04, 13.05 and 13.06 will apply. Should the CEO or designate decide that it is necessary or appropriate for the Health Unit to remain open on this day, it reserves the right to do so and payment will be in accordance with Articles 13.04 and 13.05.

ARTICLE 14 – VACATIONS

14.01 (a) Full-Time Nurse

The date for determining vacation entitlement in each year shall be January 1st.

Full-time nurses will be notified of their entitlement for the current calendar year by January 15th.

Each full-time nurse shall be entitled to vacation with pay based on length of service with Southwestern Public Health as of January 1st, in each year as follows:

- i) nurses with less than one (1) year of service as of December 31st in any year with the Employer will receive one point six seven (1.67) working days' vacation for each month of employment;
- ii) full-time nurses in the active employ of the Employer who have completed:
 - A) one (1) year of continuous service will be granted twenty (20) working days' vacation with pay;
 - B) eleven (11) years of continuous service will be granted twenty-five (25) working days' vacation with pay;
 - C) twenty (20) years of continuous service will be granted thirty (30) working days' vacation with pay.

(b) Regular Part-Time Nurse

i) Regular part-time nurses will be notified of their entitlement for the current calendar year by January 15th. Each regular part-time nurse shall be entitled to vacation with pay on a pro rata basis to that of a full-time nurse (of equivalent length of service pursuant to Article 14.01(a) based on length of service with the Employer as of January 1st in each year).

ii) If a regular part-time nurse should change status during the calendar year a pro rata adjustment will be made as of the effective date of the change.

(c) Subject to government legislation, in the event of hiring, termination, resignation, change of status, unpaid leaves of absence, long term disability, retirement and lay-offs, the paid vacation owing to nurses will be determined and based on a pro-rated calculation using the

qualifying period for their vacation (i.e. the period between January 1st to December 31st). Any paid vacation owing will be prorated based upon completed days worked in proportion to the full number of working days in the year and the nurse's entitlement. If the nurse leaves the Employer prior to earning vacation already taken during the year, such nurse must reimburse the Employer for unearned vacation.

- (d) Such vacation pay or allowance as provided in Article 14.01 above shall not include overtime or other bonuses but shall be based on normal hours of work.
- (e) Vacation time must be taken in the calendar year earned. With the approval of the Employer, up to five (5) vacation days may be carried over to the following year to be used by March 31st of the following year.

Note: In the event of a pregnancy, parental, adoption, emergency and/or family medical leave pursuant to the *Employment Standards Act 2000* and as amended from time to time, the nurse's accrued vacation entitlement for the period of the leave will be deferred; however, it is understood that any paid vacation owing to the nurse will take effect immediately after the leave in order that the Employer may effectively manage its staffing requirements. In the event that the Nurse elects to defer the paid vacation beyond that point, the timing will be mutually agreed upon by the nurse and Employer. If the nurse elects to receive pay and not the vacation time, the nurse will give at least four (4) weeks' notice in order that the Employer may make appropriate arrangements.

- 14.02 (a) Vacation requests for the summer vacation period are to be submitted by April 1st and vacation requests for the Christmas vacation period are to be submitted by September 15th. The summer vacation schedule (i.e. July and August) will be posted by April 21st and the Christmas vacation schedule by October 7th. Seniority will be the deciding factor in the approving of such vacations

Vacation requests for periods other than the summer and Christmas vacation periods will be approved on a first-come first-served basis.

Vacations may be taken at any time during the year but are subject to the approval of the Employer.

- (b) Once vacation requests have been approved, they cannot normally be changed by the Employer without consent of the nurse. However, public health emergencies (e.g. unforeseen health hazards, emergency responses, outbreaks, mass immunization campaign) would not fall under this provision and they would be considered a

situation whereby the Employer has the right to declare an emergency situation and suspend such vacation leave.

- 14.03 Casual and temporary nurses shall receive vacation pay of eight percent (8%) of wages earned each pay period.
- 14.04 In the event of the death of a nurse, their executors or administrators shall be entitled to receive such vacation pay as may stand to their own credit, subject to the necessary tax releases being filed by said executors or administrators with the Employer's CEO.
- 14.05 There shall be no vacation accrual while a nurse is absent from work for a period in excess of seventeen (17) weeks while on WSIB or when in receipt of payment under the long-term disability plan.
- 14.06 Vacations – Interruption
- (a) Where a serious injury or illness occurs prior to a scheduled vacation, the period of vacation can be rescheduled and the period of the illness shall be considered sick leave. Where an employee is admitted to the hospital and would have qualified for short term disability protection for the remainder of their vacation period, there shall be no deduction from vacation credits.
- (b) Where a nurse's scheduled vacation is interrupted due to bereavement and/or jury and witness duty, the nurse shall be entitled to bereavement leave and/or jury and witness duty in accordance with Articles 12.03 and 12.07.

The portion of the nurse's vacation which is deemed to be bereavement and/or jury and witness duty leave under the above provisions will not be counted against the nurse's vacation credits.

ARTICLE 15 – SICKNESS DAYS/SHORT TERM DISABILITY/LONG TERM DISABILITY\SD/STD/LTD

- 15.01 The Sickness Days, Short Term Disability (“STD”) and Long Term Disability (“LTD”) Income Replacement Plan will apply to all full-time nurses who have completed their probationary period.

In order to qualify under the STD Plan, the nurse must utilize (up to 5 days) any accrued Sickness Days during their five (5) consecutive working days of absence waiting period.

(a) Sickness Days

- i) On January 1st of each year a full-time nurse who has completed their probationary period will receive a credit of ten (10) sickness days. These days will be used for short-term illnesses of five (5) days or less during that calendar year and may be drawn on at full salary as needed.

Note: Subject to supervisory approval, a maximum of five (5) of the ten (10) sickness days may be used for illness of immediate family members and/or medical/dental appointments for the nurse. For the purposes of this article, "immediate family" shall mean spouse, common-law spouse, child, step child, mother, father, sister, brother and also includes mother-in-law and father-in-law.

- ii) The sickness days will be prorated for new nurses who have completed the probationary period with .83 of a sickness day granted for each full month remaining in the year.
- iii) A nurse who is receiving STD or LTD benefits on January 1st of any given year will not receive the ten (10) sickness days unless or until the nurse returns to the job at which time the sickness days will be credited in full. (Note: It is understood that, in the event the nurse falls under the provisions of STD or LTD or WSI Act plans (e.g. (b)ii) of STD) then those plans are deemed the first provider and would be used prior to any eligibility of benefits, if any, under the Sickness Day plan.
- iv) There is no payout or cash value for sickness days and they will not be cumulative.
- v) These days may not be used to top up Workplace Safety and Insurance Board payments.
- vi) Regular Part-time Employees: A regular part-time nurse who has completed their probationary period will be eligible for Sickness Days pursuant to this Article on a pro rata basis on their annualized normal hours of work as a proportion of full-time hours and providing their hours equal a minimum of 50% of the full-time hours identified in the Collective Agreement.

(b) Short Term Disability

Each full-time nurse who has completed their probationary period shall be eligible for the short term disability benefit. Full STD salary days will automatically be reinstated at January 1st of each year, based on the length of service at the time providing the nurse is not

eligible for or receiving SD, STD, or LTD benefits. In such case and subject to (b)ii), the reinstatement will occur upon their return to active full-time work.

- i) Entrance to the STD schedule will occur and benefits will commence after five (5) consecutive working days absence due to a medically confirmed non-occupational illness or injury. Benefits will be based on the nurse's length of service with the Health Unit.

Length of Service*

At Start of STD --100% of Salary--70% of Gross Salary

up to 2 yrs-----	1 week-----	16 weeks
2-3 yrs-----	2 weeks-----	15 weeks
3-4 yrs-----	3 weeks-----	14 weeks
4-5 yrs-----	4 weeks-----	13 weeks
5-6 yrs-----	5 weeks-----	12 weeks
6-7 yrs-----	6 weeks-----	11 weeks
7-8 yrs-----	7 weeks-----	10 weeks
8-9 yrs-----	8 weeks-----	9 weeks
9-10 yrs-----	9 weeks-----	8 weeks
over 10 yrs-----	17 weeks-----	0 weeks

- ii) In any given calendar year, a full-time nurse who has completed their probationary period is entitled to the STD benefits as outlined above. If a nurse has a relapse of the original illness or injury (or develops a related condition and is off work) within thirty (30) calendar days of returning to work, the nurse will return to the STD schedule, where the nurse was positioned at the time of their return to work (e.g. a nurse is in their 12th week of the schedule, comes back for one week and goes back off work due to the same condition; therefore, the nurse will start at the 12th week where they left off). If upon return to work, the nurse sustains a different and unrelated injury or illness, the nurse will return to the beginning of the STD schedule.

(* Note: This refers to the place on the schedule only and has no reference to the nurse's "service review date" and their advancement on the wage schedule.

- iii) The Employer agrees to continue to pay premiums per Articles 18 and 15.01(c) for Semi-private, Extended Health Care, Dental, Life Insurance and Vision/Eye Examination Care.
- iv) A nurse will return to the work position held prior to the STD absence provided the nurse is able to do so.

- v) Subject to provincial legislation, a full-time nurse who has completed their probationary period is not eligible for STD payments while on pregnancy, adoption or parental leave.
- vi) Payment of benefits can only cease on the date of lay-off or separation when the disability started within the two months preceding this date, and that notice of lay-off or separation was given prior to the beginning of the disability. In all other situations relating to lay-off or separation, benefits must be paid for the lesser of the duration of the disability or 15 weeks.
- vii) There is no payout or cash value for STD days and they will not be cumulative. These days may not be used to top up Workplace Safety and Insurance Board payments.
- viii) The Employer reserves the right to use and/or change insurers provided the benefits conferred thereby are substantially similar or better than the present benefits provided. The Employer will advise the Union of any change of carrier as soon as practical.

Note: If a dispute should arise that the new benefits are "not substantially similar to or better than the present benefits" and the parties are unable to resolve the question, the question may be referred to arbitration in accordance with the arbitration provisions of the Collective Agreement.

(c) Long Term Disability:

- i) In no event will a nurse receive sickness days, STD and/or LTD at the same given time.
- ii) The Employer will pay 100 percent (100%) of a premium of a Long Term Disability Insurance Plan for full-time nurses who have completed their probationary period. The plan will provide for the payment of seventy-five percent (75%) of the full-time nurse's (who has completed their probationary period) basic monthly earnings to a maximum of six thousand dollars (\$6,000.00). A waiting period of one hundred and nineteen (119) days is required before the benefits under this plan take effect. Upon completion of their probationary period, a full-time nurse shall as a condition of employment become a member of the Long Term Disability Plan.
- iii) For the purposes of this article, Disability is defined as follows: During the first two (2) years of income payments, the disability must prevent the full-time nurse from performing the duties relating to their regular job. After that time, the income

benefit will continue if the disability prevents the full-time nurse from engaging in any employment for which the nurse is reasonably qualified by education, training or experience.

- iv) The Employer will continue to pay premiums for the benefits identified under Article 18 for a period of the first 24 months. Vacation accumulation and service increments in salary will cease on the first day that LTD comes into effect. Subject to the *Human Rights Code*, seniority will continue to accumulate for twelve (12) months. Benefits will be reinstated to the level that they were when the nurse went on LTD, when the nurse returns to full-time work. OMERS eligibility is in accordance with its Plan and premiums may be waived while on LTD as per its Plan.
- v) The Insurer will provide each full-time nurse who has completed their probationary period with a booklet describing the LTD plan. The terms and conditions of the insurance policy will govern in any dispute arising from this benefit; however, the policy, administration, benefits and any other matters will not be the proper subject matter for an arbitration under this Collective Agreement.
- vi) The Employer reserves the right to change insurers provided the benefits conferred thereby are substantially similar or better than the present benefits provided. The Employer will advise the Union of any change of carrier as soon as practical.

Note: If a dispute should arise that the new benefits are "not substantially similar to or better than the present benefits" and the parties are unable to resolve the question, the question may be referred to arbitration in accordance with the arbitration provisions of the Collective Agreement.

(d) Medical Certificates:

The Employer reserves the right to require that an employee produce a medical certificate at any time, verifying the employee's illness and that inability to attend work was as a result thereof, as a condition precedent to the payment of any short term disability payments. Medical Certificates required by the Employer subsequent to hire will be reimbursed by the Employer to a maximum of forty (\$40) dollars.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.01 It is recognized that having regard to the nature of the nurse's job responsibilities, the daily and weekly hours of work are flexible and subject to variation. However, subject to the foregoing, the normal hours of work shall be as follows:
- (a) The regular hours of work for full-time nurses shall be 35 hours per week (exclusive of meal times), Monday through Saturday, or shall average 70 hours (exclusive of meal times) over a bi-weekly period. This provision shall not be construed as a guarantee of a specific number of hours of work per day or days of work per week.
 - (b) The hours of work for regular part-time, casual or temporary nurses shall be as scheduled by the Employer but the Employer does not guarantee any hours of work in any day or any week for any such nurse.
- 16.02 All authorized hours worked by a full-time, regular part-time, or temporary nurse in excess of the hours set forth in 16.01 shall be considered as overtime. A full-time, regular part-time, or temporary nurse who works overtime shall, in lieu of overtime payment, be compensated by being granted time off equivalent to the amount of overtime hours worked, at a time which is mutually agreeable to the employer and the nurse concerned. Nurses can accumulate up to a maximum of thirty-five (35) hours of authorized overtime. If the maximum is reached, the nurse must either take the time off, or be paid out in accordance with 16.02(d), (e), or (f) as applicable. For the purpose of clarity, "take time off" means time taken, not scheduled or booked. The thirty-five hour maximum of authorized overtime is meant to be a rolling maximum entitlement.
- (a) Nurses who have accumulated overtime in a calendar year must take the time off in that year; however, if the CEO or designate approves, it may be carried over and taken off at some mutually convenient time before the end of March of the following calendar year.
 - (b) It is agreed however that where the authorized overtime hours are worked on a Saturday without forty-eight (48) hours' advance notice to the nurse, the compensating time off shall be at the rate of one and one-half (1 ½) hours of time off for each such hour of overtime worked.
 - (c) Notwithstanding the above, it is understood that there are overtime hours worked as a result of "emergency responses" (e.g. formal, informal) and it is further understood that the Employer may not be able to accommodate the granting of time off in lieu of overtime payment(s) and therefore, at the Employer's discretion, the Employer will pay overtime payments in accordance with this Collective Agreement.

- (d) Hours worked in excess of 35 and up to 44 shall be straight time unless there is a greater entitlement under the collective agreement.
- (e) A Saturday differential of seven dollars and fifty cents (\$7.50) per hour shall be paid for work on Saturdays for which forty-eighty (48) hours' notice has been provided.
- (f) If the Employer requires any nurse to work on a Sunday they will be paid double (2X) time.

16.03

Job Sharing

- (a) It is recognized that some full-time nurses desire a more flexible working arrangement than is currently provided in the Collective Agreement; therefore, the Employer and the Union agreed to participate in job sharing.
- (b) Job sharing is defined as an arrangement whereby, with the approval of the CEO or designate, any two nurses share the same hours of work of what would otherwise be one full-time position.
- (c) Each job sharing arrangement will be on a "trial" period for up to three (3) months".
- (d) Either the Union or the Employer may discontinue the job sharing arrangement with ninety (90) calendar day's notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

Should a job sharing arrangement be discontinued the shared position will revert to a vacant full-time position. The nurses in the arrangement will revert to their former status.

Where a nurse does not have a vacant position to revert to, the lay-off provisions shall apply.

- (e) The Union agrees to modify specific aspects of the Collective Agreement for the purpose of this job share with the understanding that the nurses involved in this job share are entitled to all provisions of the Collective Agreement as provided for a regular part-time nurse, except as herein amended.
- (f) There will be no more than three (3) job sharing arrangements at any given time.

(g) Implementation:

- i) Only a full-time position in the bargaining unit may be job shared, and it is understood that the integrity of the full-time position will be maintained throughout the job sharing notwithstanding the fact that it is being shared by any two (2) nurses.
- ii) If two (2) full-time nurses wish to job share and the Employer agrees, the full-time position being shared need not be posted. The resulting vacant full-time position will be posted in accordance with this Collective Agreement.
- iii) If a full-time nurse and a regular part-time nurse wish to job share and the Employer agrees, the full-time position being shared need not be posted. The resulting vacant regular part-time position may be posted in accordance with this Collective Agreement.
- iv) An incumbent full-time nurse wishing to job share the nurse's own position may do so if approved by the CEO. Upon such approval, the job share arrangement (the other half of the nurse's position) will be posted and selection will be made in accordance with the provisions of the Collective Agreement. If there is no successful applicant to the posting found internally, then the position may be advertised externally. If there is no successful applicant found, the CEO's or designates approval may be rescinded.
- v) If one of the job sharers leaves the arrangement, the nurse's job share arrangement will be posted*. If there is no successful applicant to the posting, the shared position must revert to a full-time position. The position must be posted in accordance with the Collective Agreement. If the remaining nurse was a full-time nurse prior to the job sharing, then the nurse shall be given first priority to the full-time position.

*Note: If one of the job sharers is on maternity, parental, or adoption leave or a leave without pay, the other job sharer will endeavour to take the full hours until the other person returns.
- vi) Nothing in this article shall be interpreted to imply the creation of two (2) part-time positions out of the sharing of the one (1) full-time position.

(h) Hours of Work

Each nurse involved in the job sharing program will work one half (1/2) the hours of a full-time nurse. The manner and/or method of job sharing and distributing the hours involved must be in accordance with the job sharing program's terms of reference and will be decided upon by the nurses themselves and by the Supervisor or designate.

Note: In the event of an absence or illness, the Employer may offer all or a portion of the remaining hours to the job share partner.

(i) Salaries and Professional Classifications

Each nurse will be paid for hours worked at the level the nurse is presently being paid and otherwise shall be deemed to be a regular part-time nurse pursuant to this Agreement.

ARTICLE 17 – TRAVEL REIMBURSEMENT

- 17.01 Nurses will be reimbursed for travel in a private vehicle for all travel on the Employer's behalf. This includes charges for parking.
- 17.02 Mileage is calculated in accordance with the Employer's Travel Reimbursement policy as amended from time to time .
- 17.03 The mileage reimbursement rate for each kilometre driven will be paid at the following rates:
- \$.59 per kilometre for the first 5,000 kilometres driven;
- \$.55 per kilometre after that.
- 17.04 Each nurse, who provides proof of coverage, shall be reimbursed by January 31st of each year, the fifty (\$50) dollars towards the cost of business insurance. Acceptable proof of coverage is a letter from the insurance carrier that the nurses' policy includes business insurance. This reimbursement shall be prorated for new hires.
- 17.05 Each nurse who is required to operate an automobile in the course of employment shall, as a condition of employment unless waived by the Employer, have access to a reliable vehicle along with the required coverages as identified.
- 17.06 Each nurse who is required to operate an automobile in the course of employment shall carry public liability and property damage insurance to a minimum of \$1,000,000.00 and show evidence of such insurance when requested.

ARTICLE 18 – HEALTH AND WELFARE BENEFITS

18.01 Subject to the terms and conditions of the insurance policies, the Employer agrees to pay 100% of the premium cost of health and dental benefits for full-time nurses and regular part-time nurses as set out in Appendix “C”. For further details refer to the benefit booklets or the online benefits through the insurance providers’ websites.

Where there is any discrepancy between the insurance information booklets provided to nurses and the insurance policies, the insurance companies’ master contracts shall govern. A copy of the insurance companies’ master contracts will be provided to the Union upon request.

18.02 Regular Part-Time Nurses:

Qualifying regular part-time nurses will be given the opportunity to determine their desire to participate in the benefit plans or, on evidence of coverage by another plan, to receive a percentage in lieu of benefits as set out below. This does not preclude such nurse subsequently electing reinstatement at a future date and in accordance with the carrier’s policy. Should the regular part-time nurse choose not to participate as per above, they will be paid ten percent (10%) in lieu of all health and welfare benefits (including pension, short term disability, long term disability) of their regular straight time pay. If the regular part-time nurse is eligible and becomes part of the OMERS Plan, their in-lieu will be eight (8%) percent.

- 18.03
- (a) The Employer may at any time substitute another carrier or administrator for any plan referred to in this Article provided that the benefits conferred thereby are equal to or better than the present benefits provided. The Employer will advise the Union of any change of carrier as soon as practical. If a dispute should arise that the new benefits are not “equal” to or better than the present benefits provided” and the parties are unable to resolve the question, the question may be referred to arbitration in accordance with the grievance and arbitration provisions of the Collective Agreement.
 - (b) The terms and conditions of any programs will govern in any dispute arising from these benefits; however, the policy, administration, benefits and any other matters will not be the proper subject matter for an arbitration under this Collective Agreement.
 - (c) Except as otherwise provided, if a nurse's absence without pay from the Employer exceeds thirty (30) continuous calendar days they will become responsible for full payment of the premiums for subsidized employee benefits in which they are participating for the period of the absence and the nurse may arrange with the Employer to pre-pay the full premium of the subsidized employee benefits for the entire period of the absence to ensure coverage.

18.04 Temporary and Casual Nurses

In lieu of all health and welfare benefits (including pension, short term disability, long term disability), temporary and casual nurses who have completed their probationary period shall receive ten percent (10%) of their regular straight time pay. For temporary and casual nurses who are eligible and become part of the OMERS Plan, their in-lieu will be eight (8%) percent.

ARTICLE 19 – OMERS PENSION

19.01 In addition to the Canada Pension Plan all eligible nurses at the time of hiring shall join the Ontario Municipal Employees Retirement System. The Employer and nurse shall make contributions in accordance with the provisions of the Plan.

As defined by OMERS, “Other than Continuous Full-time Nurses” are eligible on a voluntary basis, to join the plan if during each of the two immediately preceding calendar years they have worked at least 700 hours, or earned at least 35% of the Year’s Maximum Pensionable Earnings (YMPE) as defined under the Canadian Pension Plan. It should be noted, however, that once an nurse joins OMERS the nurse cannot opt out at a later date or if there is an employment status change, for example a change in status from full-time to part-time.

ARTICLE 20 – PROFESSIONAL RESPONSIBILITY

20.01 In the event that the Employer assigns a number of clients or a workload to an individual nurse or group of nurses such that the nurse or the nurses have cause to believe that the nurse or the nurses are being asked to perform more work than is consistent with proper client care, the nurse or the nurses shall:

- (a) i) complain in writing to the Union Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman 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.
- ii) 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 Employer: and, the third person chosen by

the first two. The third member of the Assessment Committee chosen to form the panel shall act as Chairperson.

- iii) 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.

ARTICLE 21 – MISCELLANEOUS

21.01 The Employer will issue a copy of this Agreement in a mutually agreed upon format to each nurse now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer. Additionally the Employer will place the Collective Agreement on the intranet.

21.02 The Employer will provide a bulletin board for the sole use of the Union in posting Union notices. It is agreed that no notice will be posted on a bulletin board without having first been submitted to and approved by the Employer.

21.03 Pays will be issued bi-weekly.

21.04 Where the Employer makes an error on an employee's pay, such that the employee's pay is reduced, the Employer shall correct the error on the next pay.

Where the Employer makes an error on an employee's pay that results in an overpayment, it will be repaid in accordance with a repayment agreement reached between the Employer, and the employee. Such agreement will not be unreasonably withheld by any of the parties involved

21.05 It is the nurse's responsibility to ensure that the nurse's address, telephone number, and emergency contact are current with the Employer.

- 21.06 The Employer shall maintain General Liability Insurance, including Malpractice coverage and Non-Owned Auto coverage.
- 21.07 Should the Employer merge, amalgamate or combine any of its functions with another employer, the Employer shall make every effort to arrange for the retention of all the seniority rights of any employee so affected by such merger, amalgamation or combining.

ARTICLE 22 – COMPENSATION

- 22.01 Salaries and professional classifications for nurses are set forth in Appendix "A" and remain in effect for the duration of this Agreement. Increments for full-time nurses will be given annually on their anniversary date twelve (12) months after the nurse was last advanced to the maximum on the grid as per Appendix "A".
- (a) Increments for casual and regular part-time nurses will be provided for each 1596 hours worked to the maximum on the grid as per Appendix "A".
 - (b) A full-time nurse whose status is changed to regular part-time or casual will assume their same level on the applicable salary scale and vice versa.
 - (c) Upon hiring or transfer, nurses shall receive confirmation thereof, including salary level, if applicable, in writing.
 - (d) If a full-time nurse's absence without pay from the Employer exceeds thirty (30) continuous calendar days during such twelve (12) month period, their service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days. The foregoing does not apply to any employee whose service review date occurs during the leave of absence.
 - (e) Each regular part-time or casual nurse will be advanced from their present level to the next level set out in the Appendix "A" of this Agreement after obtaining each one year's service credit calculated on the basis on 1596 paid hours of work up to the maximum level.
- 22.02 Where a new classification which is covered by the terms of this Collective Agreement is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate and implementation date for the rate. Such request will be made within ten (10) days after receipt of notice from the Employer of such new occupational classification and rate. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the

Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with other nursing classifications within the Health Unit having regard to the requirements of such classifications.

22.03 Recognition of Prior Experience

Recognition for prior experience is assessed to determine the appropriate starting salary. Credit for recent experience in the ten (10) years prior to employment with the Employer will be granted on the following basis:

- i) If a nurse has related public health nursing experience in a public health unit, the nurse will be credited with one (1) service increment (i.e. salary step) for each year of experience to the maximum on the salary scale.
 - ii) If a nurse has nursing experience other than public health nursing experience, the nurse will be credited with one (1) service increment (salary step) for each two (2) years of such experience to the maximum on the salary scale.
 - iii) It is understood a nurse may utilize i) and ii) in establishing service credits to the maximum on the salary scale.
 - iv) For purposes of interpreting i) and ii), one year of experience is on the basis of 1596 hours worked.
- (a) It shall be the responsibility of the nurse to provide proof of related experience on hiring in order to be considered for a salary increment on the salary grid and any dispute must be grieved within four (4) months from the date of hire. (Note: It is understood that, without acceptable documentation before the date of hire, a nurse will start at Level #1 (Start) until such time that acceptable documentation is provided.) Once verification has been received, the nurse will be paid the corrected amount with retroactive adjustments back to the original date of hire.

ARTICLE 23 – DURATION

23.01 This Agreement shall be in effect from January 1, 2022, to December 31, 2024, and shall remain in effect from year to year thereafter unless either party gives to the other party written notice of termination or desire to amend this Agreement.

23.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

23.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating within fifteen (15) days after the giving of such notice if required to do so.

DATED AT St. Thomas, ONTARIO, THIS 15 DAY OF December, 2022

FOR THE EMPLOYER:

FOR THE UNION:

Cynthia St. John

Heather Roberts
Labour Relations Officer

Derek McDonald

Kate Andrews

Monica Nusink

Angela Kelly

Susan MacIsaac

Barbara Ledgley RN

Jaime Fletcher

Darcie Iles

APPENDIX "A"**SALARY SCHEDULES****Registered Nurse – Hourly Rates**

	January 1, 2022	January 1, 2023	January 1, 2024
Start	\$33.35	\$33.93	\$34.52
Year 1	\$33.99	\$34.58	\$35.19
Year 2	\$35.58	\$36.20	\$36.83
Year 3	\$37.56	\$38.22	\$38.89
Year 4	\$38.94	\$39.62	\$40.31
Year 5	\$41.44	\$42.17	\$42.91
Year 6	\$42.29	\$43.03	\$43.78
Year 7	\$43.18	\$43.94	\$44.71
Year 8	\$46.57	\$47.38	\$48.21

Public Health Nurse – Hourly Rates

	January 1, 2022	January 1, 2023	January 1, 2024
Start	\$35.60	\$36.22	\$36.85
Year 1	\$36.25	\$36.88	\$37.53
Year 2	\$37.92	\$38.58	\$39.26
Year 3	\$39.99	\$40.69	\$41.40
Year 4	\$41.44	\$42.17	\$42.91
Year 5	\$44.11	\$44.88	\$45.67
Year 6	\$44.99	\$45.78	\$46.58
Year 7	\$45.93	\$46.73	\$47.55
Year 8	\$48.78	\$49.63	\$50.50

Note: The parties agree that Nurse Practitioner is recognized as a classification under the O.N.A. Collective Agreement. An updated salary rate would be established by utilizing the process outlined in Article 22 in the event that the Employer posted for the position of Nurse Practitioner.

Registered Practical Nurse – Hourly Rates

	January 1, 2022	January 1, 2023	January 1, 2024
Start	\$28.63	\$29.13	\$29.64
Year 1	\$29.51	\$30.03	\$30.56
Year 2	\$30.43	\$30.96	\$31.50
Year 3	\$31.37	\$31.92	\$32.48
Year 4	\$32.34	\$32.91	\$33.49

APPENDIX "B" ONA GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO		GRIEVANCE REPORT / RAPPORT DE GRIEF	
ONA LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO:	
STEP ONE PREMIÈRE ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
▶		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
▶		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	
▶		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:	
	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
ON-09 REV. 01/2000		DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE	

APPENDIX "C"
SWPH Benefit Schedule

Subject to the terms and conditions of the insurance policies, the Employer agrees to pay 100% of the premium cost of health and dental benefits for full-time nurses and regular part-time nurses as applicable below. For further details refer to the benefit booklet or the online benefits through the insurance providers' websites.

Where there is any discrepancy between the insurance information booklets provided to nurses and the insurance policies, the insurance company's master contract shall govern. A copy of the insurance company's master contract will be provided to the Union upon request.

SWPH Benefit Schedule - Anticipated effective date – November 1, 2022

SOUTHWESTERN PUBLIC HEALTH ONA

Benefit Grouping	
Eligibility	
- Waiting Period for new hires	4 months
- Number of Hours worked per week	35 hours per week / full-time 15 hours per week / part-time
- Overage Dependent Definition	under age 21, until age 25 if a full-time student
LIFE INSURANCE	
Benefit amount	2 times annual earnings
Non-Evidence/Overall Maximum	\$185,000
Reduction	Reduces to \$2,000 at age 65
Benefit Termination	Earlier of retirement or age 70

Optional Life	<i>NOTE: 100% Employee Paid Benefit Option</i>
Benefit Amount	
Employee	units of \$10,000 up to a maximum of \$250,000
Spouse	units of \$10,000 up to a maximum of \$250,000
Children	Units of \$5,000 up to a maximum of \$20,000 per child
Termination Age	Earlier of retirement or age 65; or when your spouse reaches age 65 (spousal optional Life)
AD&D	
Benefit amount	Equal to Life
Serious Illness Benefit	10% of Principal Sum to a maximum of \$50,000
Benefit Termination	Retirement
LONG TERM DISABILITY	
Benefit Amount	75% of monthly earnings
Non-Evidence/Overall Maximum	\$6,000
Elimination Period	119 days
Taxability	Taxable
Maximum Benefit Period	To age 65
Definition of Disability	24 Months "Own Occupation" / "Any Occupation" Thereafter
Benefit Terminate	Age 65 less the elimination period
Critical Illness	<i>NOTE: 100% Employee Paid Benefit Option</i>
Benefit Amount	Employee & Spouse - Units of \$10,000
	Child - Units of \$5,000 to maximum of \$20,000
Minimum Benefit	\$20,000 (no evidence required on the first \$50,000)
Maximum Benefit	\$200,000
Benefit Terminate	earlier of retirement or age 70
EXTENDED HEALTH CARE	

Benefit Termination	Upon retirement
Deductible	Nil
Reimbursement	100%
Vision Care (includes contact lenses, eyeglasses, or laser eye correction surgery)	<p>\$450 per 24 months</p> <p>If during the 24 month period a prescribed lens change is required, the employer will pay up to an additional \$100 for employees and their dependents, but not more than once every 24 months (proof of new prescription required)</p>
Eye Examinations	\$125 every 24 months
Hospital	
Public General	Semi-Private hospital room
Chronic Care	\$3 per day up to a maximum of 120 days per calendar year
Convalescent Care	\$20 per day up to a maximum of 180 days per illness
Rehab Centres	Provincially funded bed up to a semi-private room (covers treatment for substance abuse, alcohol addiction, eating disorders, mental illness)
Drug Plan	Drugs which legally require a written prescription in order to be dispensed, diabetic needles and syringes
Dispensing fee cap	\$10.00 per prescription
Deductible	\$2.00 per prescription
Generic drug substitution	Mandatory Generic with adverse affect exception process
Fertility Drugs	unlimited
Anti-obesity Drugs	unlimited
ED drugs	no coverage
Professional Services	
Chiropractor	\$300 per calendar year
Physiotherapy	\$750 per calendar year
Athletic Therapist	no coverage
Massage	\$750 per calendar year

Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers	\$800 per calendar year
Speech Therapist	\$500 per calendar year
Naturopath	\$500 per calendar year
Dietician	no coverage
Podiatrist or Chiropracist	\$500 per calendar year
Osteopath	\$500 per calendar year
Medical Equipment, Services & Supplies	
Private Duty Nursing	\$25,000 per calendar year
Custom Orthopedic Footwear	\$1,500 per pair, up to a maximum of 2 pairs per calendar year
Custom Made Orthotic Shoe Inserts	\$300 per calendar year
Hearing Aids	\$700 every 5 calendar years
Breast Prostheses	\$425 per calendar year
Surgical Brassieres	6 brassieres per calendar year, limited to \$200 per brassieres
Stump socks	12 socks per calendar year, limited to \$45 per sock
Support stockings	6 pairs per calendar year; maximum of \$200 per pair
Wigs	\$300 per calendar year
TRAVEL	
Benefit Maximum per Trip	\$1,000,000 per calendar year
Trip Duration	60 days
Referred Services	\$50,000 per calendar year
DENTAL	
Benefit Termination	Upon retirement
Deductible	Nil
Benefit Level	
Basic & Preventive Services	100%, \$1,500 per calendar year combined with Major Restorative Services
Major Restorative	50%, \$1,500 per calendar year combined with Basic & Preventive Services

Orthodontics	no coverage
ODA Fee Schedule	Current
Recall Frequency	Once every 9 months

LETTER OF UNDERSTANDING

Between

THE OXFORD ELGIN ST. THOMAS HEALTH UNIT
(Hereinafter referred to as "the Employer")

And

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

RE: FLEX-TIME

1. Flexible hours of work, or flex-time is a system designed to provide for the individual preference and work habits of employees while at the same time ensuring the efficient operation of the Employer's service. The Employer reserves the right to determine how requests are made to flex time. Requests will be subject to the Employer's approval. Although flex-time is normally requested by the employee, the Employer reserves the right to request an employee to flex the hours.
2. Hours are banked when employees intentionally request to work additional hours at straight time. The accrued flex-hours are to be taken at a time specified by the employee in the future and subject to Employer approval. For clarity, this differs from compensating time as defined in 16.02 as compensating time is accrued when the Employer requires the employee to perform the work.
3. A nurse may accumulate up to a maximum of fourteen (14) flex-hours banked at any one time. The hours worked are banked at straight time; therefore, article 16.02 in the Collective Agreement does not apply when a nurse requests to bank hours.
4. Any banked hours must be utilized within the year that they are earned and the nurse's banked hours will revert to zero on January 1st of each year.

DATED AT St. Thomas, ONTARIO, THIS 15 DAY OF December, 2022

FOR THE EMPLOYER:

Cynthia St. John
Derek McDonald
Monica Nusink
Susan Maclsaac
Jaime Fletcher

FOR THE UNION:

Heather Roberts
Labour Relations Officer
Kate Andrews
Angela Kelly
Barbara Ledgley RN
Darcie Iles

LETTER OF UNDERSTANDING

Between:

THE OXFORD ELGIN ST. THOMAS HEALTH UNIT
(Hereinafter referred to as "the Employer")

And:

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

RE: CLINICS

Whereas the Employer must meet the demands of client care, the parties agree to the following:

- (a) 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. Nurses shall be paid for all hours worked with a minimum guarantee of three (3) hours pay. There will be no compensation for scheduled hours that were voluntarily relinquished.
- (b) In the event that a clinic is cancelled with less than twenty-four (24) hours notice, casual nurses who were scheduled to work will receive two (2) hours pay.

DATED AT St. Thomas, ONTARIO, THIS 15 DAY OF December, 2022

FOR THE EMPLOYER:

FOR THE UNION:

Cynthia St. John

Heather Roberts
Labour Relations Officer

Derek McDonald

Kate Andrews

Monica Nusink

Angela Kelly

Susan Maclsaac

Barbara Ledgley RN

Jaime Fletcher

Darcie Iles

LETTER OF UNDERSTANDING

Between

THE OXFORD ELGIN ST. THOMAS HEALTH UNIT
(Hereinafter referred to as "the Employer")

And

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

RE: TRANSFER OF POSITIONS

The parties agree that for the life of this Collective Agreement, where the primary assigned Health Unit location of any full-time or regular part-time position is transferred by the Employer from Oxford to Elgin St. Thomas or vice versa the following process shall apply:

- (a) The Employer shall determine the positions to be transferred from one primary assigned Health Unit location to the other. Where there are no volunteers, determination of the employees affected by the transfer, would be based on reverse seniority within the program division.
- (b) A meeting will be held with the Union to identify the transfer required and the rationale for such transfer.
- (c) The Nurse affected by such transfer shall exercise one of the following options:
 - i. accept the transfer to the new primary assigned Health Unit location;
 - ii. displace the most junior nurse in the classification at the current primary assigned Health Unit location; or;
 - iii. be voluntarily placed on lay-off.
- (d) If option (c)ii is exercised, the most junior nurse will be displaced and transferred to the position at the receiving primary assigned Health Unit location.
- (e) If option (c)iii is exercised, the position at the receiving primary assigned Health Unit location will be posted in accordance with the Collective Agreement.

NOTE: In the event that a nurse exercises option iii (voluntary lay-off) the provisions of Article 11.02(b) shall not apply and the Employer shall not be precluded from the use of temporary or casual nurses.

DATED AT St. Thomas, ONTARIO, THIS 15 DAY OF December, 2022

FOR THE EMPLOYER:

Cynthia St. John
Derek McDonald
Monica Nusink
Susan MacIsaac
Jaime Fletcher

FOR THE UNION:

Heather Roberts
 Labour Relations Officer
Kate Andrews
Angela Kelly
Barbara Ledgley RN
Darcie Iles

LETTER OF UNDERSTANDING

Between

THE OXFORD ELGIN ST. THOMAS HEALTH UNIT
(Hereinafter referred to as “the Employer”)

And

ONTARIO NURSES’ ASSOCIATION
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RE: VIOLENCE IN THE WORKPLACE

- (a) Southwestern Public Health is committed to providing a workplace free from violence and harassment by promoting and requiring respectful interactions of all its employees throughout the course of daily business and the delivery of programs and services at Southwestern Public Health.
- (b) For any nurse who believes they have been subjected to such incident(s), the Employer’s “*Workplace Violence and Harassment Policy*” and “*Workplace Violence Prevention – Client Interactions*” as amended from time to time, will apply.
- (c) The Employer will report all incidents of violence as defined by the above referenced policies (as amended from time to time) to the Joint Health and Safety Committee for review.

DATED AT St. Thomas, ONTARIO, THIS 15 DAY OF December, 2022

FOR THE EMPLOYER:

FOR THE UNION:

Cynthia St. John

Heather Roberts
Labour Relations Officer

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THE OXFORD ELGIN ST. THOMAS HEALTH UNIT
(Hereinafter referred to as "the Employer")

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RE: EXPRESSION OF INTEREST

The parties agree that it is advantageous to provide an opportunity for full time and part-time nurses to express their interest in a possible transfer to a different program within the Health Unit.

The parties therefore agree that any full time and part-time nurse will be able to express an interest, in writing, with respect to working in another program in the Health Unit as follows:

Expression of Interest Process:

The Expression of Interest process will be undertaken prior to the posting of a temporary position of twelve (12) months or more or a full time position as a vacancy under Article 10 where the Employer determines there is a vacancy which it intends to fill.

The Employer agrees that it will transfer a nurse who has submitted an Expression of Interest to the vacant assignment provided the nurse possesses the required qualifications, skill and ability for the assignment. The application of the Expression of Interest process will apply to one transfer unless otherwise approved by the Employer in its sole discretion.

Where Expressions of Interest are received from two or more nurses possessing the required qualifications and who have approximately equal standing based upon their skill, ability and experience, bargaining unit seniority will be the deciding factor.

The parties acknowledge that there may exist circumstances based on operational capabilities and program skill mix where a nurse identified for transfer in the Expression of Interest process may need to remain in their existing assignment for an appropriate period of time to allow for the transition of duties.

The Employer will accept two expressions of interest per nurse in any calendar year indicating two assignments and primary assigned health unit location. Should a nurse choose to provide a second expression of interest in a calendar year, the second expression will void the first Expression of Interest. Expressions of Interest will expire on December 31st of each year. It is up to each nurse to provide an updated Expression of Interest annually.

For clarity, once a vacancy is posted under Article 10, no new expressions of interest will be considered for the posted position.

New Programs/Positions:

The Employer further agrees that if funding is received for an entirely new program/position at the Health Unit, the Employer will communicate this new opportunity to staff and provide an opportunity for full time or part-time staff to provide an Expression of Interest for the new assignment. Any such Expression of Interest under this paragraph will not be counted as the nurse’s expression of Interest in that calendar year. Should a full time or part-time full-time nurse be reassigned to a new temporary position as a result of this process, it is agreed that the nurse shall retain their current status for the purposes of the administration of the collective agreement, and will return to their former role at the conclusion of the temporary position.

Opportunity of Full-Time Nurses to Express Interest in Temporary Positions:

The Expression of Interest of a full time nurse may be considered under this process for temporary positions of twelve (12) months or more and new programs/positions notwithstanding Article 10.01(g) of the Collective Agreement.

The decision as to the successful candidate to the position will be communicated, by email, to the Bargaining Unit President.

DATED AT St. Thomas, ONTARIO, THIS 15 DAY OF December, 2022

FOR THE EMPLOYER:

FOR THE UNION:

Cynthia St. John

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Labour Relations Officer

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RE: REGISTERED PRACTICAL NURSES

The parties agree and acknowledge that in accordance with the Letter of Understanding dated November 21, 2019, it remains that the introduction of the Registered Practical Nurse Classification will in no way result in the layoff of a full-time or part-time nurse covered by this Collective Agreement.

DATED AT St. Thomas, ONTARIO, THIS 15 DAY OF December, 2022

FOR THE EMPLOYER:

FOR THE UNION:

Cynthia St. John

Heather Roberts
Labour Relations Officer

Derek McDonald
Andrews

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LETTER OF UNDERSTANDING

Between

**THE OXFORD ELGIN ST. THOMAS HEALTH UNIT
(Hereinafter referred to as "the Employer")**

And

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

RE: ADMINISTRATION OF ASSIGNMENTS UNDER ARTICLE 10.03 OF THE COLLECTIVE AGREEMENT

The Employer agrees that prior to assignment or reassignment under Article 10.03 of the collective agreement it will consider any Expressions of Interest that have been filed in respect to the position in question.

The Employer also agrees to provide notification to the Union of an assignment or reassignment.

DATED AT St. Thomas, ONTARIO, THIS 15 DAY OF December, 2022

FOR THE EMPLOYER:

FOR THE UNION:

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Heather Roberts
Labour Relations Officer

Derek McDonald

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