

**COLLECTIVE AGREEMENT**

Between:

**PERTH DISTRICT HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

**Expiry date: December 31, 2020**

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## **ARTICLE I - PURPOSE AND RECOGNITION**

- 1.1 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Union. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.2 The Employer recognizes the Union as the exclusive bargaining agent for all registered nurses and nurses with a temporary certificate of registration employed by the Employer, save and except the Managers and persons above the rank of Manager
- 1.3 All references to Union officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members employed by the Perth District Health Unit. All correspondence sent by the Employer to the Union shall be sent to the chartered Local, it being understood that the Union shall keep the Employer informed as to the names and current addresses of such officers, representatives, committee members and of the Local Union.
- 1.4 The Employer recognizes the staff representative of the Ontario Nurses' Association as the sole signing authority for the Union.

## **ARTICLE II - REPRESENTATION AND UNION SECURITY**

- 2.1 There shall be a Nurse-Management Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Each party may change its representation in accordance with the subject matter intended to be discussed. The Medical Officer of Health shall be a member ex officio and either party may request the presence of the Medical Officer of Health at any meeting of the Committee. Regular and special meetings will be held at the request of either party. A staff representative of the Union may attend meetings if so requested.
- 2.2 One of the functions of this committee will be the examination of matters relating to quality and quantity of nursing care.
- 2.3 (a) Grievance Committee:  
 The Employer recognizes a Union grievance committee of two (2) nurses in the employ of the Employer for the purposes of processing grievances on behalf of employees in the bargaining unit. Such committee may have the assistance of an O.N.A. staff representative at any time.
- (b) Negotiating Committee:  
 The Employer agrees to recognize a Union negotiating committee consisting of three (3) nurses in the employ of the Employer, it being

understood that such committee shall have the assistance of an O.N.A. staff representative in negotiations with the Employer.

(c) Joint Health and Safety Committee:

- i) Recognizing their responsibilities under the applicable legislation, the Health Unit and the Union agree that they mutually desire to maintain standards of safety and health in the Health Unit in order to prevent accidents, injury and illness.
- ii) A joint health and safety committee shall be established which is composed of an equal number of employee and Employer representatives, but with a minimum of one (1) representative selected or appointed by the Union from amongst bargaining unit employees. The joint health and safety committee shall hold meetings quarterly or more frequently at the call of the chair if required for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. The responsibility for chairing meetings and for minutes shall be determined by the committee.
- iii) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- iv) The Health Unit agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its functions.
- v) All time spent by a member of the joint health and safety committee attending meetings of the committee and carrying out her duties shall be deemed to be time worked for which she shall be paid by her Employer at her regular or premium rate as may be proper, and she shall be entitled to such time from her work as is necessary.

(d) The Employer agrees to pay committee members and employee representatives provided for herein for all time necessarily spent during regular working hours only, in meetings with the Employer or its representatives, while processing grievances, negotiating renewals of this Agreement, or while engaged in meetings of the joint health and safety committee subject to the following:

- i) Members of the grievance committee shall not be paid for regular time lost attending arbitration hearings;
- ii) Members of the negotiating committee shall be paid for regular time lost up to but not beyond mediation.

2.4 The Employer and the Union agree that they are bound by the Ontario Human Rights Code and that there will be no discrimination by either of them directed against an employee. For purposes of information, the protected grounds under

the Human Rights Code are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status and handicap.

- 2.5 The Employer will deduct from the first pay due each month to each nurse who is covered by this Agreement, a sum equal to monthly Union dues of each such nurse. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly its cheque for the dues so deducted along with a list of the names of the nurses and the amount of such deduction for each nurse. Each list shall show the social insurance number of each nurse. The Union shall indemnify the Employer and save it harmless with respect to any liability arising from the deduction of dues so deducted and remitted and with respect to the disclosure of employees' social insurance numbers to the Union as provided for herein.
- 2.6 The Employer agrees to inform the Union of those nurses who are on leave of absence of one (1) month or more or who have terminated. In addition, the Employer will provide the Bargaining Unit President with a copy of the following letters when they are issued to an employee:
- Letters of hire
  - Change of status letters for all changes between the following categories
    - Full time, Regular part-time, casual and temporary

### **ARTICLE III - RESERVATION OF MANAGEMENT RIGHTS**

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

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

#### **ARTICLE IV – PROTECTION OF THE BARGAINING UNIT**

- 4.1 The Employer agrees not to contract out work which is exclusively the work of the bargaining unit if such contracting out causes a permanent employee to lose hours.

#### **ARTICLE V - DEFINITIONS, HOURS OF WORK AND OVERTIME**

- 5.1
- (a) A full-time nurse is a nurse who normally works a flexible work schedule of seventy (70) hours every two weeks.
  - (b) A regular part-time nurse is a nurse who works a flexible work schedule of less than full time hours
  - (c) A casual nurse is a nurse who does not have a schedule. A casual nurse may accept a temporary position and return to casual status when the temporary position ends.
  - (d) A temporary vacancy is one that occurs as a result of a Leave of Absence under Article 12, or as a result of illness, or as temporarily required by increased workload, or any other vacancy not expected to exceed thirty (30) calendar days. New positions created as a result of a temporary special project or temporary funding that will not exceed twelve (12) months, will also be considered temporary and may be extended beyond twelve (12) months by mutual agreement between the Union and the Employer.
- 5.2
- (a) The normal work day shall be seven (7) hours. The normal work week shall be flexed within the hours of 8:00 a.m. to 10:00 p.m. Monday to Thursday and 8:00 a.m. to 5:00 p.m. Friday. The employer will not normally schedule any nurse to work a split shift.
  - (b) A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of two (2) hours' pay at her regular straight time hourly rate.
  - (c) During the course of a bi-weekly pay period, a nurse may earn (by working extra hours) flex time to a maximum of two (2) hours without the approval in advance of the Employer. Flex time so earned to a maximum of two (2) hours may be taken off without the approval in advance of the Employer. Any flex time beyond two (2) hours may be earned or taken only with the approval in advance of the Employer. Where a nurse requests approval to earn or take flex time, such request shall not be unreasonably denied provided it can be demonstrated to the satisfaction of the Employer that the required service will be maintained. In all cases, flex time shall be arranged with and communicated to other staff/team members so that the service delivery is maintained.

- (d) The above provision shall be without prejudice to the Employer's right to schedule the normal work week and normal work day during the normal hours of work.
- (e) In administering flex time, the Employer shall have regard for the following:
  - i)
    - A) Flex time shall be balanced out over a two week pay period unless it is two (2) hours or less or there is an approved request to take it in the next two week pay period. In either of these cases time worked in excess of seventy (70) hours in the next (2) two week pay period shall not be overtime. If the flex time is not taken during the second pay period it shall be paid out in cash at straight time or may, by agreement of the employee and her supervisor, be banked with time accumulated under 4.2 (f) and be subject to the maximum of five (5) days.
    - B) Approval to bank hours will not be unreasonably denied.
    - C) All time off will be subject to the agreement of the employee and the supervisor.
    - D) All claims for flex time must be submitted within ten (10) days following the second pay period outlined in A) above. Failure to do so may result in the claim being denied.
  - ii) Individuals using flex time shall keep a record for the purpose of tracking time. Time earned and taken in periods of less than fifteen (15) minutes shall not be recorded.
  - iii) Hours recorded attending continuing education cannot exceed seven (7) hours per day.
  - iv) When an employee takes a day off for vacation, sick leave or leave of absence, it is deemed to be a normal work day of seven (7) hours.
- (f) Overtime shall mean any period of time worked outside the normal work week or in excess of seventy (70) hours per two (2) week pay period or on statutory holidays. Overtime must be approved in advance by the Employer.
- (g) Overtime hours shall be paid for in cash or in time off at the rate of time and one-half (1 ½). A nurse may accumulate overtime to a maximum of five (5) days or thirty-five (35) hours. All time off shall be taken at a time mutually agreed upon between the Employer and the nurse. The decision re payment in time or money is at the option of the Employee.
- (h) A probationary nurse may use accumulated overtime in lieu of otherwise unpaid days off due to illness.

- (i) Requests for flex time under 4.2 (e) i) A) and to use accumulated overtime under 4.2 (g) shall be submitted to the Manager as far in advance as possible. Such requests will not be unreasonably denied.

5.3 Where a nurse is required and authorized by the Employer to work at least two (2) additional hours in excess of seven (7) hours in a day, she shall be provided with a meal. If such meal is not provided, she shall be entitled to a meal allowance of up to fifteen dollars (\$15.00) on each such occasion. Appropriate receipts are required for claims in excess of five dollars (\$5.00). This allowance shall repeat for each additional five (5) hours of overtime worked. The meal, or meal allowance, in this Article shall apply only if the nurse is not notified by 4:30 p.m. of the previous business day that she will be required to work the additional hours.

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

5.5 An employee in Healthy Babies/Healthy Children Team, who is required to be available to receive fax notification and to make the necessary calls, shall be paid for a minimum of two (2) hours at overtime rates for the period from the end of the regular hours at the end of one week until the start of regular hours the following week. In the event that calls take more than two (2) hours, any time in excess of the two (2) hours will also be paid at time and one-half.

The employee will have the option of being paid or accumulating the time as flex time.

## **ARTICLE VI - SENIORITY**

- 6.1
- (a) In cases where performance, ability and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to change of assignment.
  - (b) In the event of a proposed layoff at the Health Unit of a permanent or long term nature, the Employer will:
    - i) provide the Union, if possible, with no less than two (2) months notice of such layoff; and
    - ii) meet with the Union representatives through the Nurse/Management Committee as per Article 2.1 to review the following:
      - A) the reasons causing the layoff
      - B) the programs which the Employer will undertake after the layoff; and

C) the method of implementation including the areas of cut-back and the nurses to be laid off.

iii) provide to affected employee(s) no less than one (1) months' written notice of layoff.

In the event of layoffs and recall, seniority shall govern, provided that the nurse with the longer service is willing and qualified to perform the available work. Subject to the foregoing, temporary nurses shall be laid off first followed by probationary nurses. New employees shall not be hired into a classification until those employees in the same classification on layoff have been given opportunity of recall.

(c) At the time of discussions over a potential layoff, the Employer will provide to the Union a current revised seniority list.

(d) Casual work that becomes available on an incidental basis for a period of more than five (5) consecutive days will be offered in order of seniority to employees who are on layoff, eligible for recall, qualified to do the work in question, and have previously indicated their interest in such work, before it is offered to casual employees.

6.2 Prior experience in nursing will be recognized by the Employer on a one (1) year for every two (2) years' prior experience basis. Prior experience in Public Health Nursing will be recognized by the Employer on a year for year basis. In neither case will experience more than twelve (12) years old be considered.

6.3 (a) i) Seniority for a full-time nurse shall commence and accumulate from the date on which she was last hired by the Employer.

ii) Seniority for a part-time nurse shall commence from the date of her last hiring by the Employer and accumulate on the basis of one thousand, seven hundred and fifty-five (1,755) paid hours being equal to one (1) year of full-time seniority for all paid hours up to September 20, 2002. Effective September 21, 2002 the accumulation shall be on the basis of one thousand, eight hundred and twenty (1,820) paid hours being equal to one (1) year of full time seniority for hours paid after September 20, 2002.

(b) A seniority list showing each nurse's name and professional category shall be posted on a bulletin board in a conspicuous place on the Employer's premises on March 1st of each year and shall be revised annually. Complaints concerning the accuracy of such lists will be considered within thirty (30) days of posting and if no complaint is received within that time, such lists shall be presumed to be accurate. A copy of such lists will be sent to the Union at the time of posting.

(c) i) A newly employed full-time nurse shall be considered a probationary nurse until she has completed three (3) continuous months of service, after which her name shall be placed on the seniority list and her seniority shall date from the date of her

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

- ii) A newly employed regular part-time nurse shall be considered a probationary nurse until she has completed four hundred (400) hours of work or four (4) months service, whichever occurs first, after which her name shall be placed on the seniority list and her seniority shall date from the date of her employment.
- iii) A newly employed casual part-time nurse shall be considered a probationary nurse until she has completed a minimum of six (6) months in the employ of the Employer, after which her name shall be placed on the seniority list and her seniority shall date from the date of her employment.

#### 6.4 Transfer Outside the Bargaining Unit

- (a) A nurse who is transferred out of the bargaining unit to another position with the Employer on a temporary basis for a period of not more than fifteen (15) months shall retain, but not accumulate her seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that a nurse is transferred to a position with the Employer outside of the bargaining unit for a period in excess of fifteen (15) months she will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her return to the bargaining unit.
- (c) The period of time referred to above may be extended by agreement of the parties.
- (d) It is understood and agreed that a nurse may decline such offer to transfer.
- (e) A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she will lose all seniority held at the time of the subsequent transfer.
- (f) A nurse who accepts a transfer under this Article will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

- 6.5 (a) An expression of interest system for change of assignment will be established. Under such a system, the Employer will email all qualified nurses of the opportunity for change of assignment to determine their interest. The Employer shall send the email to each employee's PDHU

email address or, in the case of an employee on leave, to an address the employee has provided.

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

- (b) Once the above process has been exhausted, the Employer shall post notice of the position on bulletin boards in all offices of the Health Unit for a minimum of five (5) working days in order that all staff will know that the position is open and be able to make written application to the Director. In cases where performance, ability and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to the filling of these positions.  
If the employer chooses not to fill a vacancy then the Employer will notify the Union of that fact and the rationale for not filling the position.
- (c) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- on sick leave, Short Term Disability, or Long Term Disability;
  - approved leave of absence with pay;
  - when in receipt of Workplace Safety Insurance;
  - when on approved leave of absence without pay not in excess of two (2) continuous months;
  - while on pregnancy or parental leave.
- (d) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- when a nurse is laid off due to a reduction in nursing staff, seniority shall be retained for a period of twelve (12) months;
  - approved leave of absence without pay for periods in excess of two (2) continuous months in any twelve (12) month period, excluding pregnancy/parental leave.
- (e) A nurse shall lose seniority standing and her employment terminated for any of the following reasons:
- if the nurse is discharged;
  - if the nurse quits;
  - if the nurse is absent without permission, or overstays a permitted leave of absence, and fails in either case to furnish a satisfactory reason for such absence;
  - if the nurse has been laid off continuously for a period in excess of twelve (12) consecutive months;
  - if a casual nurse, who is not on an approved leave of absence, has not worked for a period of twelve (12) consecutive months;

- if a nurse on being recalled to work following a lay-off fails to advise the Employer within two (2) days of the giving of notice sent by registered mail to the nurse's last address on record with the Employer that she intends to return to work and fails to return to work within a period of seven (7) days of being notified to do so by the Employer;
- if the nurse retires
- if the nurse is absent for five (5) consecutive working days without providing a satisfactory explanation to the employer.

6.6 The Employer may hire a nurse on a temporary basis. The Employer will outline to the nurse so hired to fill such vacancy the circumstances giving rise to the vacancy and the fact that it is a temporary job only. Newly hired nurses, hired to fill such temporary vacancies, may be released and such release shall not be the subject of grievance or arbitration. Should the nurse be subsequently engaged on a permanent basis by the Employer without any break in service of more than thirty (30) calendar days, she will be required to complete the normal probationary period provided for in this agreement, and her seniority shall date from the date of her original temporary replacement should she successfully complete the normal probation period provided for in this Agreement.

## **ARTICLE VII - SALARIES AND PROFESSIONAL CLASSIFICATIONS**

7.1 Salaries and professional classifications are as set forth in Appendix "A" and will remain in effect for the duration of this Agreement.

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

7.3 All full-time nurses shall become entitled to the annual increment for their classification, as set out in Appendix "A", on the anniversary date of the employment of such nurses by the Employer.

Regular part-time and casual nurses shall move up the salary grid on fourteen hundred (1400) hours actually worked since the date of the last grid step.

7.4 When a nurse changes status from casual or regular part-time to full-time, her next step on the salary grid will happen once she has completed 1400 hours actually worked since the date of the last grid step. Thereafter, as a full-time nurse, she shall become entitled to the annual increment on the anniversary of this grid step.

## **ARTICLE VIII - HOLIDAYS**

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

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

or days celebrated in lieu of any such holiday.

Part-time, temporary and casual employees shall receive five percent (5%) of their wages in lieu of holiday pay, payable on each pay, effective January 1, 2008.

An employee may only take a float holiday after she has completed her probationary period. Employees hired after July 1<sup>st</sup> will only be entitled to one float holiday in that calendar year.

8.2 In the event that a nurse is scheduled to work on any such holiday and works on the holiday, she shall be paid time and one-half (1 1/2) for all hours worked on said holiday and her regular wages in addition thereto.

8.3 When any of the above holidays occurs during a nurse's annual vacation another day of vacation shall be scheduled at a mutually agreeable time.

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

## **ARTICLE IX - VACATIONS**

9.1 Each full time nurse shall be entitled to a vacation with pay according to her length of service on the following basis:

- less than ten (10) years of service - 1.67 days per month worked
- completed ten (10) years of service - 2.08 days per month worked
- completed twenty (20) years or more of service – 2.50 days per month worked

Effective January 1, 2005, vacation shall not be earned while absent for any reason, other than vacation, for a period in excess of three (3) consecutive weeks. Unpaid vacation time shall continue to accrue for employees on pregnancy or parental leave in accordance with the *Employment Standards Act*. Such unpaid vacation shall be taken at a mutually agreeable time within one (1) year of the end of the pregnancy or parental leave.

If the Employer provides a greater benefit in terms of vacation entitlement based on length of service to any other bargaining unit, the same change in the benefit will be given to the employees in this Collective Agreement.

- 9.2 Regular part-time nurses shall be entitled to vacation pro rated in accordance with the number of hours worked.
- 9.3 Casual nurses or nurses hired to fill a temporary vacancy will receive vacation pay of 4% of wages, payable during each pay period.
- 9.4 Nurses will generally use vacation in the year it is due. Other arrangements may be considered on an individual basis by the Director. Nurses shall be entitled to their vacation with pay at any time during the year, subject to the consideration of program requirements and with the approval of the Director. Such approval shall not be unreasonably withheld.
- Any conflicts regarding scheduling or granting of vacations will be made on the basis of vacation time being equitably distributed.
- 9.5 When a nurse's employment is terminated for any reason she shall be entitled to a terminal vacation allowance covering vacation earned but not taken.
- 9.6 Illness Allowance and/or Short Term Disability may be substituted for vacation where a nurse would have been entitled to illness allowance as provided in Article 9 hereof, and that portion of the vacation shall be rescheduled at a time mutually agreed upon between the Employer and such nurse.

#### **ARTICLE X - SHORT TERM/LONG TERM DISABILITY PLAN**

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

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

- (b) Regular part-time employees shall receive a pro rata share of the above number of days.
- (c) Service in the plan shall be calculated from January 1, 1988 or the last date of hire, whichever is the latest. A service year shall be defined as twelve (12) months' service in the plan. No period of absence without pay excluding pregnancy and parental leave will be counted in the calculation of accumulated years of service in the plan.
- (d) Upon leaving employment for any reason after five (5) years' service, existing employees shall be eligible to receive one-half (1/2) their accumulated illness allowance as at December 31, 1987, such allowance not to exceed the equivalent of six (6) months' salary at the then current salary rates. The illness allowance accumulated as at December 31, 1987 may be used to top up Short Term or Long Term benefits.
- (e) Medical statements of disability from physicians may be required at any time by the Employer. If such certificate is not forthcoming or if the certificate discloses that there is no bona fide illness requiring absence from work, the Employer shall not be required to pay the employee for such absence either from sick leave credits or Short Term Disability. If the Employer requires the employee to obtain a medical certificate, the Employer shall pay the full cost of obtaining the certificate.

If an absence lasts more than thirty (30) days or if the Employer requires more information than is provided in the medical certificate, the Employer has the authority to request that the employee provide further information from the treating physician and may request additional information concerning the effect of any treatment program. If the additional information is not provided within a reasonable period of time or if the Employer is still not satisfied, then the Employer has the authority to require that the employee submit to an independent medical examination by a physician who is acceptable to both the Employer and the employee. Both the Employer and the employee shall be reasonable in considering the physician selected. The Employer will bear the cost of this medical examination.

- (f) Any nurse upon her sixth (6<sup>th</sup>) absence and any subsequent absences from work due to illness or disability in any service year, will not receive Short Term Disability benefits for the first two (2) days unless she is hospitalized, but may use vacation, float holidays or accumulated flex time/overtime, if available, to keep her wages whole. Any illness of less than four (4) hours will count as illness or disability, but only the second (2<sup>nd</sup>) and subsequent such absence will be counted as half (1/2) an occurrence.
- (g) Short Term Disability benefits will be paid for all disabilities but not during receipt of E.I. maternity benefits. Mental, nervous and drug/alcohol-related disabilities will be treated as any other illness.

- (h) If a nurse returns to work after receipt of Short Term Disability benefits, any subsequent period of disability for the same cause will be considered a continuation of the previous benefit period, unless the successive periods are separated by a continuous period while the nurse is at work for fifteen (15) days, in which case the benefit period is reinstated in full.
- (i) Employees working less than fifteen (15) hours a week shall accumulate non vesting sick days at one and a half (1 1/2) days per month pro rated.

10.2 The Employer agrees to provide for and pay seventy-five percent (75%) of the premium costs of a Long Term Disability Plan in accordance with the terms and provisions of Appendix "B" and the following:

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

#### **ARTICLE XI - CAR ALLOWANCE**

- 11.1 Employees may claim mileage for actual kilometres driven to and from the place of work if they are called back to work unexpectedly to provide after hours, unscheduled or emergency coverage at night, on weekends or on statutory holidays.
- 11.2 Each nurse covered by this Agreement who is required to operate her automobile in the course of her employment shall receive a car allowance of forty-nine cents (49¢) per kilometre for each kilometre necessarily travelled in the course of such employment. Any change in the car allowance will be determined by the Employer, but for the term of this Collective Agreement, the allowance shall not be below forty-nine (49¢) per kilometre.
- 11.3 If the mileage allowance provisions in the Employer's contract with its employees covered by an agreement with the Canadian Union of Public Employees are amended at any time during the currency of this agreement, the Union shall have the option of amending the terms of this agreement in the same manner and with the same effective date.

#### **ARTICLE XII - GRIEVANCE PROCEDURE**

- 12.1 It is the mutual desire of the parties hereto that complaints of the nurses shall be adjusted as quickly as possible and it is understood that any nurse may present an oral complaint at any time, without recourse, to the grievance procedure herein.
- 12.2 At the time formal discipline is imposed or at any stage of the grievance procedure, including the investigation or complaint stages, a nurse is entitled to be represented by her union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The Employer also

agrees, as a good labour relations practice, in most circumstances it will also notify the Bargaining Unit president or her designate.

The Employer agrees that where a nurse is required to attend a meeting with the Employer that may lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the meeting.

12.3 A grievance shall be defined as a complaint regarding the interpretation or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that she has been discharged or disciplined without just cause.

12.4 It is understood that a nurse has no grievance until they have first given their immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be brought forward within ten (10) working days of the circumstances giving rise to it, prior to submitting the grievance in writing. The supervisor must respond within five (5) working days. Failing satisfactory resolution of the grievance the employee shall proceed to Step 1 within five (5) working days after the date the supervisor responded or should have responded. An employee is entitled to the assistance of a union representative at any step in the grievance procedure.

12.5 The following shall be the procedure in processing and handling grievances.

Step No. 1

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

Step No. 2

The grievance shall be presented in writing to the Medical Officer of Health or designate. A meeting will be held between the parties within 10 working days unless extended by mutual agreement. It is understood that the Labour Relations Officer from the Ontario Nurses' Association will be present at this meeting. The Medical Officer of Health or designate shall render a decision in writing within five (5) working days of the meeting or any longer period which may be mutually agreed upon. Should no satisfactory settlement be reached within five (5) working days, the matter may be referred to arbitration as set out in Article 12.8.

12.6 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step #2 of the Grievance Procedure within fifteen (15) working days following the circumstances giving rise to the complaint or grievance.

12.7 In the event a nurse is discharged and it is considered an injustice has been done, the matter may be taken up, within ten (10) days, by the Union as a grievance at Step No. 2 of the grievance procedure.

## 12.8 Arbitration

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

- 12.9 The Arbitration Board or sole arbitrator shall not have any authority to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration board and will share equally the fees and disbursements of the Chair or sole arbitrator.
- 12.10 Any time limits provided above may be extended by mutual agreement in writing between the parties.
- 12.11 Notwithstanding any other provisions of this Agreement grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties.

## **ARTICLE XIII - LEAVE OF ABSENCE**

- 13.1 Bereavement Leave - Leave of absence with pay will be granted in the following circumstances:
- (a) Five (5) days with pay for death of spouse (including common-law), child, parent or sibling;
  - (b) Three (3) days with pay for death of grandparent, grandchild, father-in-law or mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law;
  - (c) One (1) day with pay for death of other close relatives such as niece, nephew, aunt or uncle and spouse's grandparent, niece, nephew, aunt or uncle provided the employee uses the said time for the purpose of

attending the funeral, memorial service, visitation or related bereavement event for such relative.

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

Relatives as listed above include step relations. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. This Article does not apply to employees already on leave, but will apply to any employee on a scheduled vacation. Bereavement leave will be substituted for vacation where a nurse would have been entitled to such leave and that portion of the vacation shall be rescheduled at a time mutually agreed upon between the Employer and the nurse.

### 13.2 Parental/Pregnancy Leave

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

- (a) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
- (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, premature birth or the sudden coming into care of an adopted child.
- (c) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (d) A nurse who is otherwise entitled shall be granted seventeen (17) weeks of unpaid pregnancy leave and thirty-five (35) weeks of unpaid parental leave.

All other parents may take unpaid parental leave of thirty-seven (37) weeks within fifty-two (52) weeks of the child being born or coming into care.

- (e) A nurse shall continue to accumulate seniority rights and the Employer shall continue to make the Employer contribution for the following benefit plans: pension, life insurance, accidental death, EHC and dental throughout the pregnancy and parental leave unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contribution. The Employer and the employee shall discuss deducting the employee's share of the premiums from the last pay or equally from up to the last four pays.
- (f) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.

- (g) Nurses newly hired to replace nurses who are on parental/pregnancy leaves may be released and such release shall not be the subject of a grievance or arbitration.
- (h) The nurse shall be reinstated to her former position, unless her former position has been discontinued in which case she shall be given a comparable position.
- (i) A period of pregnancy/parental leave is not included in any probationary period.
- (j) An employee who is on pregnancy leave as provided under this agreement, who is in receipt of Employment Insurance maternity benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit to a maximum of fifteen (15) weeks. The benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefit and other earnings. Such payment shall commence following completion of the employment insurance waiting period, and receipt by the Employer of the nurse's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the employment insurance benefit (currently twenty-six (26) weeks).

### 13.3 Educational Courses

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

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

13.4 Leave of absence with pay to attend professional meetings (e.g. OPHA, RNAO) of up to five (5) days per year shall be granted at the discretion of the employee's Director.

13.5 Requests for leave of absence with or without pay for personal reasons will be considered on an individual basis by the Director. Such requests are to be made

as far as possible in advance and the Director will reply in writing except in cases of emergency.

## 13.6

Union Leave

- (a) Leave of absence without pay for Union business shall be given to a cumulative total of twenty (20) days during the calendar year. Such leave shall not be arbitrarily withheld.
- (b) The Employer agrees to keep the pay whole and bill the Union for leave as indicated above.
- (c) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, or elected to a position of Local Coordinator shall each be granted leave(s) of absence of up to seventy-five (75) days annually to fulfil the duties of her position. 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 nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- (d) When a nurse within the bargaining unit has been nominated for election to the office of President of the Ontario Nurses' Association, she shall notify the Employer of her nomination as soon as possible after she is aware of same. 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. During such leave(s) of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer on a bi-weekly basis for such salary and Employer contributions to benefits. The nurse agrees to notify the Employer four (4) months prior to the date on which she intends to return to work.
- (e) ONA Staff Leave

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

13.7 Jury Duty and Witness Duty

A nurse who is subpoenaed as a Crown Witness or Juror will receive pay for those days of her regular schedule during which she is required to be absent, on the understanding that all monies received as a witness or juror will be signed over to the Employer by the nurse in question.

13.8 Personal or Family Medical Care

All employees shall be entitled to be absent from work with pay to engage in personal or family medical care up to but not exceeding fifteen (15) hours per calendar year. The employee shall inform her immediate supervisor as soon as the necessity arises. The number of hours per calendar year is pro-rated for part-time nurses in accordance with their normal schedule of time worked compared with a full-time employee's normal schedule of time worked.

**ARTICLE XIV - BENEFIT PLANS**

14.1 Pensions

O.M.E.R.S. shall apply to the eligible nurses covered by this Agreement.

14.2 Benefit Plans

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

14.3 Workplace Safety Insurance

A nurse who as a result of a lost time accident or compensatory illness suffered in the Health Unit's employ is entitled to receive compensation under the Workplace Safety Insurance Board Act will be paid by the Health Unit an allowance equivalent to the differential between Workplace Safety Insurance Allowance and her regular rate of pay for the period of absence up to a maximum of twenty-six (26) weeks.

14.4 Insurance

The Employer will pay one hundred percent (100%) of the premium cost of obtaining life insurance together with accidental death and dismemberment benefit to a level of two (2) times annual salary for each eligible employee in the bargaining unit.

14.5 The Employer agrees to contribute on behalf of each eligible nurse in the Health Unit one hundred percent (100%) of the billed premium for Standard Extended Health Care Benefits. Drug prescriptions are paid eighty percent (80%) by the Employer by a direct drug card. Prescriptions are not subject to a calendar year deductible. The Employer agrees to contribute on behalf of each eligible nurse in the Health Unit one hundred percent (100%) of the billed premium under the Standard Vision Care Expense Insurance with a maximum benefit of \$450 in any period of twenty-four (24) consecutive months and Hearing Aids with a maximum

benefit of \$500 in any five (5) year period. The benefits amount applicable to Vision Care may be applied to the cost of eye laser surgery.

In addition to the vision care benefits above, all eligible nurses and their dependants will be covered for eye examinations not covered by O.H.I.P. in the amount of up to one hundred dollars (\$100.00) per twenty-four (24) month period.

Benefit coverage will include unlimited physiotherapy. In addition, coverage will include, registered massage therapy, psychologist treatment, and chiropractic treatments payable at \$500 for each service per year.

- 14.6 It is understood and agreed that the only obligation of the Employer under Articles 13.2, 13.4, 13.5 and 13.7 is to contribute to the appropriate premium of a particular benefit specified therein. It is further understood and agreed that the Employer is not an insurer as to any benefits available, and the exact terms of coverage must be ascertained from the provisions of particular policies of insurance or statutory provisions as the case may be.
- 14.7 The Employer agrees to contribute on behalf of each eligible nurse in the Health Unit eighty percent (80%) of the billed premium of Blue Cross No. 9 Dental Plan or comparable coverage with another Carrier based on the previous year's O.D.A. fee schedules; and provide for major restorative coverage at 50% reimbursement to a maximum of \$1,000.00 per calendar year per person covered; and orthodontics at 50% reimbursement with \$1000.00 maximum per person covered in a lifetime.
- 14.8 In the case of regular part-time nurses, the Employer will contribute to applicable premiums on a pro-rata basis. The Employer will contribute to applicable premiums for regular part-time nurses who were employed as regular part-time nurses on or before March 25, 1998, as if they were full-time employees, provided they have continued to work as regular part-time employees.
- 14.9 Temporary employees hired to work for a period of nine (9) months or longer, shall be eligible for limited benefits as follows:
- Life Insurance – two times the employee's base salary.
- Extended Health Care – 90% Employer paid. Overall maximum coverage of \$2,000 per year. Includes standard vision care expense insurance for a maximum benefit of \$225 in any period of 24 consecutive months. Insurance carrier will reimburse 80% of eligible prescription drugs.
- Dental – 80% Employer paid. Overall maximum coverage of \$500 per year. Provides basic coverage with periodontics and endodontics. Based on the previous year's ODA schedule.
- Hospital Semi-Private Coverage – 100% Employer paid.
- 14.10 The benefit carrier currently offers retiring employees the option of obtaining benefits after retirement, fully paid by the employee. This plan is called the "Follow Me" plan.

14.11 Nurses who are actively employed beyond age 65 to age 70 shall be entitled to participate in only the following plans:

Life Insurance  
AD&D  
Extended Health and Dental  
Semi-private

Nurses employed beyond the month in which they reach the age of 70 shall not be entitled to participate in any of the benefit plans.

## **ARTICLE XV – INFLUENZA VACCINE**

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

High risk individuals include, but are not limited to:

- Residents of long term care facilities and hospitals
- Children under the age of 2
- Adults aged 65 and over
- Adults and children with chronic conditions as outlined in the current year's NACI Statement on Influenza Vaccination

Notwithstanding the provisions of paragraph 1 above, nurses who were employed as of June 29, 2005 may refuse to be vaccinated. In that case, at the option of the Employer, the nurse may be reassigned or be placed on leave of absence, without pay, until such time as the employee has been cleared by the Medical Officer of Health or the Employer to return to the work environment. The nurse can use banked time or vacation credits to cover a portion of the leave of absence without pay. A nurse who is placed on leave of absence without pay will be responsible to pay the premiums for benefits.

If an employee refuses to take the required vaccine for influenza because it is medically contraindicated, and where a medical certificate is provided to this effect, she will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees covered by the Collective Agreement. The Medical Officer of Health has the right to obtain additional supporting information from the employee's doctor when a medical certificate with respect to influenza vaccine is provided.

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

If an employee gets sick as a result of the vaccination, and applies for WSIB, the employer will not oppose the claim.

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

#### **ARTICLE XVI - TERMINATION OF EMPLOYMENT**

- 16.1 Full-time and regular part-time nurses shall give not less than one (1) month's written notice of resignation.
- 16.2 The Employer shall give full-time and regular part-time nurses not less than one (1) month's written notice of termination or pay in lieu thereof. The written notice shall give reason for such termination.
- 16.3 Within two (2) weeks following a nurse's termination of employment, the Employer will provide her with a letter detailing her years of experience as an employee. In the case of part-time employees, such experience shall be expressed as hours worked.

#### **ARTICLE XVII – MISCELLANEOUS**

- 17.1 A copy of the current Collective Agreement will be provided to each employee. The Employer will arrange printing of the Collective Agreement.
- 17.2 Access to Files
- (a) A copy of any completed performance appraisal which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such performance appraisal as having been read and shall have the opportunity to add her views to such performance appraisal prior to it being placed in her file. It is understood that the performance appraisals do not constitute disciplinary action by the Employer against the employee.
- (b) Upon giving at least two days' notice, an employee shall have access to her personnel file, in the presence of an authorized member of management.
- The documents that the Employer intends to rely upon when disciplining an employee will be brought to her attention.
- 17.3 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.
- 17.4 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with another organization, the Employer will make reasonable efforts to ensure retention of seniority and benefits currently enjoyed by its employees with the successor employer.

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

17.6 Amalgamation and Merger

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

**ARTICLE XVIII - DURATION OF AGREEMENT**

18.1 This Agreement shall be for a period commencing the 1st day of January, 2019, and ending December 31, 2020.

18.2 Either party to the Agreement may, within the period of ninety (90) days before the Agreement ceases to operate or to any anniversary of such expiration date, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation or to the making of a new Agreement.

18.3 During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

**ARTICLE XIX - RETROACTIVITY**

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

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

Dated at Stratford Ontario, this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

Julie Pauli

Shannon Hunt  
Labour Relations Officer

Miriam Klassen

Krysta Tomasevic

\_\_\_\_\_

Julie Bergman

**APPENDIX "A"**

January 1, 2019

	Registered Nurse	Public Health Nurse	Nurse Practitioner
Start	31.97	34.43	57.76
Level 1	33.63	36.05	58.61
Level 2	35.67	38.13	59.46
Level 3	37.74	40.19	60.32
Level 4	39.74	42.22	61.16
Level 5	41.78	44.29	62.01
Level 6	42.81	45.38	63.55
Long Service * and Experience (20 years)	43.24	45.84	64.19

December 31, 2019

	Registered Nurse	Public Health Nurse	Nurse Practitioner
Start	31.97	34.43	57.76
Level 1	33.63	36.05	58.61
Level 2	35.67	38.13	59.46
Level 3	37.74	40.19	60.32
Level 4	39.74	42.22	61.16
Level 5	41.78	44.29	62.01
Level 6	42.81	45.38	63.55
Level 7		45.84	64.19
Level 8		46.52	
Long Service * and Experience (20 years)	43.24		
Year 25		47.43	64.51

\* Note: Effective January 1, 2015, to qualify for the "Long Service and Experience" level of the grid an employee must have attained both ten (10) years seniority with the Health Unit and twenty (20) years experience as a Registered Nurse. This Long Service and Experience level will be paid at 1% higher than Level 6 of the grid. This note will expire on December 31, 2019 and will no longer have any force or effect.

Note: For Public Health Nurse and Nurse Practitioner only, effective December 31, 2019, to qualify for the Year 25 level of the grid an employee must have attained both ten (10) years seniority with the Health Unit and twenty (25) years' experience as a Registered Nurse.

Note: For Registered Nurse only, effective December 31, 2019, to qualify for the Year 20 level of the grid an employee must have attained both ten (10) years seniority with the Health Unit and twenty (20) years' experience as a Registered Nurse.

Note: With respect to the Nurse Practitioner grid, the Parties may negotiate an entry level into the grid at any one of the levels for a nurse hired into this classification.

**APPENDIX "B"**

The Parties agree that the Employer will provide to all employees covered, the applicable Long Term Disability Benefits Handbook.

**LETTER OF UNDERSTANDING #1**

Between:

**PERTH DISTRICT HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Four Year Over Five Year Plan

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

Re: Four Year Over Five Year Plan  
Page two

- iv) With two (2) months' written notice, an employee may withdraw from the plan at any time prior to taking his/her leave of absence. Once the leave period has commenced, it cannot be cancelled by the employee and must run through to its conclusion unless the Employer agrees otherwise.
- v) The employee shall not be paid for short term disability during his/her leave of absence.
- vi) The Health Unit may endeavour to find a temporary replacement for the employee as far in advance as possible. If the Health Unit is unable to find a suitable replacement, it may postpone the leave. The Health Unit will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan.
- vii) An employee enters the pre-paid leave program by signing a formal salary deferral agreement with the Employer. Under this arrangement, twenty percent (20%) of gross annual salary earned (not including overtime), will be directly deposited into a savings account "in trust" for the employee at the Health Unit's bank. Interest will be paid annually to the employee. At the option of the Employee, "in trust" funds may be transferred to other types of investments, as long as such investments are issued and held by the Health Unit's bank. The principal balance in the trust fund will be paid to the employee in year five of the plan as two (2) lump sum payments or spread out over the regular pay periods.

The Employer and employee may agree to defer the leave of absence for a maximum of one (1) year. Any other changes to the terms of the plan also require the Employer's approval. Should the plan be terminated early, all principal and interest will be returned to the employee subject to statutory deductions as required.

After the leave is taken in the fifth year, the employee must return to work for a period of at least one (1) year.

Dated at Stratford Ontario, this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

Julie Pauli

Shannon Hunt  
Labour Relations Officer

Miriam Klassen

Krysta Tomasevic

\_\_\_\_\_

Julie Bergman

**LETTER OF UNDERSTANDING #2**

Between:

**PERTH DISTRICT HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Job Sharing

To recognize that some nurses desire a more flexible working arrangement than is currently provided in the Collective Agreement, the Perth District Health Unit and the ONA have agreed to participate in job sharing.

“Job Sharing” is defined as an arrangement whereby with the approval of the Director, any two nurses share the hours of work of what would otherwise be one full time position.

Each job sharing arrangement will be on a “trial” period for three (3) months.

Either the Union or the Employer may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

The Union agrees to modify specific aspects of the Collective Agreement for the purpose of this project with the understanding that the nurses involved in this project are entitled to all provisions of the Collective Agreement as provided for a regular part-time nurse, except as herein amended.

Nurses wishing to job share will sign a tripartite job-sharing agreement with the Employer and the Union.

There will be no more than three (3) job sharing arrangements.

**Implementation**

1. 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. Accordingly, upon the termination of a job sharing arrangement, the shared position will revert to a vacant full time position.
2. 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.
3. An incumbent full-time nurse wishing to job share her position may do so if approved by the Director. Upon such approval, the job share arrangement (the other half of the nurses position) will be posted and selection will be made in accordance with the provisions of the Collective Agreement. If there is no

Re: Job Sharing  
Page two

successful applicant to the posting found internally, then the position may be advertised externally.

- 4. If one of the job sharers leaves the arrangement her 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 job sharing, then she shall be given first priority to the full time position.
- 5. Nothing in this Letter of Understanding shall be interpreted to imply the creation of two (2) part-time positions out of the sharing of one (1) full time position.

**Hours of Work**

Each nurse involved in the job sharing program will work one half (1/2) the hours of a regular 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 terms of reference and will be decided upon by the nurses themselves and the Director.

**Salaries and Professional Classifications**

Each nurse will be paid for each hour worked at her appropriate hourly rate and shall be deemed to be a regular part time nurse pursuant to this agreement.

Dated at Stratford Ontario, this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

Julie Pauli

Shannon Hunt  
Labour Relations Officer

Miriam Klassen

Krysta Tomasevic

\_\_\_\_\_

Julie Bergman

**LETTER OF UNDERSTANDING #3**

Between:

**PERTH DISTRICT HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: On-Call Coverage

- (a) The on call system may be staffed by ONA members and others, at the Employer's option. The contents of this Letter of Understanding shall apply only to ONA members.
- (b) ONA members may notify the Employer of their wish to participate for a period of not less than one year and must be available to cover at least five weeks of on call per year. Any such employee, who does not currently participate in the on call system, shall be trained by the Employer.
- (c) On-call hours are from 4:30 p.m. to 8:30 a.m. the following day for weekdays, and 4:30 p.m. on Friday to 8:30 a.m. on Monday for weekends, or other times when the office is closed.
- (d) On call staff shall be supplied with a suitable communication device.
- (e) An on-call week will consist of a consecutive seven (7) day period. The Employer will schedule staff and, once scheduled, ONA members may exchange on-call shifts among the staff who provide on call coverage.
- (f) Staff will be paid \$3.83 per hour for being on-call. When a paid holiday occurs during that week, they will be paid an additional \$3.13 for each hour of the paid holiday.
- (g) No extra pay will be made for calls handled by telephone until the cumulative amount of time spent in dealing with such calls exceeds three (3) hours during the on-call week per individual on call. Work time exceeding three (3) hours for telephone responses may be claimed as overtime in accordance with the collective agreement.
- (h) If employees are required by the nature of the emergency to physically report to the Health Unit or an emergency site, they shall be entitled to claim overtime in accordance with the Collective Agreement. Actual travel time and mileage driven in reporting for work will also be reimbursed, but the maximum claim may not exceed the time and distance from the employee's residence.
- (i) On-call employees must be able to respond promptly by telephone. If they are required to physically report for work to the Health Unit or an emergency site, they must be able to reach the Perth County border within one and one-half (1 ½) hours at all times.

Dated at Stratford Ontario, this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

Julie Pauli

Shannon Hunt  
Labour Relations Officer

Miriam Klassen

Krysta Tomasevic

\_\_\_\_\_

Julie Bergman

**LETTER OF UNDERSTANDING # 4**

Between:

**PERTH DISTRICT HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Individual Reduction of Hours

The Health Unit and the Union may mutually agree that a full-time employee's current schedule be reduced to less than full-time hours. It is agreed that notwithstanding any current agreements, employees will remain in the reduced hours schedule for the duration of their individual agreements.

An employee who wishes to have her work schedule reduced will first make their request to their direct Manager. If such request is provisionally approved the Manager will advise both the Business Administrator and the Bargaining Unit President of the approval and the need for an agreement.

It is agreed that such agreements will be negotiated on a case-by-case basis and will give consideration to issues related to service, seniority, and compensation items and other relevant factors.

Any agreement reached shall take precedence over the provisions of the Collective Agreement.

Dated at Stratford Ontario, this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

Julie Pauli

Shannon Hunt  
Labour Relations Officer

Miriam Klassen

Krysta Tomasevic

\_\_\_\_\_

Julie Bergman

**LETTER OF UNDERSTANDING #5**

Between:

**PERTH DISTRICT HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Team Leader

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

The parties agree to the following:

1. The employer will select nurses to perform the duties of Team Leaders in various program areas, from those who express an interest.
2. When vacancies occur, the Employer will post a notice for the position of Team Leader as an Expression of Interest. A copy of the Position Description for the position will also be posted. The selection of Team Leader will not be subject to the posting requirements as outlined in Article 5.1 (a) and seniority will not be a determining factor in the selection process.
3. The employee shall be paid a premium of \$1.45 per hour for all hours worked in such assignment.
4. The duties of such assignments shall not include the administration of discipline to other bargaining unit employees.
5. Newly appointed Team Leaders will serve an initial term of three (3) years. Following the initial assignment, the employer will canvass for expressions of interest as outlined in (2) above and any subsequent renewals will be in increments of up to two year intervals, at the discretion of the employer. Either party may terminate the assignment before the end of the agreed upon period by giving thirty (30) days written notice.

Dated at Stratford Ontario, this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

Julie Pauli

Shannon Hunt  
Labour Relations Officer

Miriam Klassen

Krysta Tomasevic

\_\_\_\_\_

Julie Bergman

**LETTER OF UNDERSTANDING #6**

Between:

**PERTH DISTRICT HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Emergency Response

During the period in which an emergency is declared, the employer may need to hire temporary staff in the most expeditious manner. To assist with this, the parties agree that for the period of the declared emergency, posting in accordance with Article 5.5 (b) will not be required for hiring temporary staff.

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

1. Pandemic outbreaks as declared by the Chief Medical Officer of Health for the Province of Ontario.
2. Municipal emergencies involving the Health Unit as declared by the Mayor of the City of Stratford or the Town of St. Marys, or the Warden of the County of Perth.
3. Public Health Emergencies as declared by the Medical Officer of Health for the Perth District Health Unit.

All other terms and conditions as outlined in the collective agreement, including rates of pay, will continue to apply. Once the emergency is declared over, then Article 5.5 (b) will come into effect again.

Dated at Stratford Ontario, this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

Julie Pauli

Shannon Hunt  
Labour Relations Officer

Miriam Klassen

Krysta Tomasevic

\_\_\_\_\_

Julie Bergman

**LETTER OF UNDERSTANDING #7**

Between:

**PERTH DISTRICT HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Workplace Violence

The Employer and the Union agree that the prevention of violence in the workplace is a high priority. The Employer agrees that it will continue to ensure that it takes reasonable measures to prevent violence. Policies and procedures related to the prevention of violence in the workplace will be reviewed at Joint Health and Safety Committee, as necessary.

Dated at Stratford Ontario, this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

Julie Pauli

Shannon Hunt  
Labour Relations Officer

Miriam Klassen

Krysta Tomasevic

\_\_\_\_\_

Julie Bergman

**LETTER OF UNDERSTANDING # 8**

Between:

**PERTH DISTRICT HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Wage Reopener

The parties will meet by no later than March 31, 2020 to engage in wage reopener discussions. The parties will engage in good faith discussions, but nothing in this letter guarantees a particular result.

This Letter of Understanding will expire and have no further effect once the wage reopener discussion is complete or June 15, 2020, whichever first occurs.

Dated at Stratford Ontario, this 30<sup>th</sup> day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

Julie Pauli

Shannon Hunt  
Labour Relations Officer

Miriam Klassen

Krysta Tomasevic

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Julie Bergman