

COLLECTIVE AGREEMENT

Between:

**THE BOARD OF HEALTH
of the
EASTERN ONTARIO HEALTH UNIT**

And:

ONTARIO NURSES' ASSOCIATION

Expiry Date: December 31, 2020

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of the Agreement is to establish a mutually satisfactory employment relationship between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of work as outlined in this Agreement are established by mutual agreement. It is recognized that the Association wishes to work co-operatively with the Employer to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed by the Employer on a full-time or part-time basis, save and except the supervisors and managers and positions above the rank of supervisors and managers. Employees on probation are also excluded from the grievance procedure concerning termination of employment, disciplinary action or lay-off.

- 2.02 The Association recognizes that the Employer has the exclusive function of managing the affairs and operation of this Health Unit. This in part includes the maintenance of order, discipline, and efficiency, the right to hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any member of the Association provided that a claim of discriminatory promotion, demotion, classification, transfer or a claim that any such member has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as provided. All other rights vested in the Employer and not specifically covered in this Agreement remain a right and function of the Employer.

The Employer agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

- 2.03 **Emergency Situations**

In any emergency situation, reallocation of resources and staff may be necessary to meet the needs of the community and as such, employees are required to perform duties as assigned.

For purposes of this article, emergencies will be those situations which directly affect the health, safety or well-being of the community including but not limited to pandemics, outbreaks of infectious diseases, environmental disasters, water contaminations, transportation disasters, bioterrorism attacks or any other declared emergency.

Compensation shall be in accordance with the Collective Agreement.

- 2.04 During the term of this Agreement, the Employer shall not lock out members of the Association, and the Association shall not declare, authorize, support, counsel, encourage or condone a strike or other slowdown or stoppage of work.

- 2.05 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the duly chartered local.
- 2.06 (a) A full-time employee is one who works seventy (70) hours in a two week pay period, excluding overtime on an ongoing basis and on a pre-determined schedule.
- (b) A part-time employee is one who works less than seventy (70) hours in a two week pay period, excluding overtime on an ongoing basis and on a pre-determined schedule.
- (c) A term employee is one who is hired for a specific term or task of more than one (1) month but less than eighteen (18) months and two (2) weeks or to cover for an employee on an authorized leave of absence exceeding one (1) month. The term may be extended on mutual agreement by both parties. At the end of the term, such employee hired for the term shall be terminated. Such termination shall not be the subject of a grievance and or arbitration.
- Where the Employer received notice that an Employee wishes to end her pregnancy/parental leave early, the employer may terminate the term employee by providing a minimum of three (3) weeks notice.
- (d) A casual employee is one who is called in as circumstances demand and is not assigned to a specific territory.
- 2.07 Nurses in the Bargaining Unit will not be required or requested to perform Public Health Services normally performed by members of Canadian Union of Public Employees in the event that the members of such union employed by the Employer are on strike.
- 2.08 No employee shall be required or permitted to make any written or verbal agreement with the Employer or her representative which may conflict with the terms of this Agreement. No employee, or group of employees, may undertake to represent the Association without the Association's consent.
- 2.09 The programs and services of the Employer shall be divided into two territories. All employees will be hired to a position. Each position, other than casual positions, shall be assigned to one territory. Employees may be scheduled to work in any location within the position's assigned territory. If not scheduled to a specific location, the employee will be deemed to be scheduled to the main office within the position's assigned territory (i.e. Casselman or Cornwall).

The territories shall be defined by the following geographic regions:

- 1) United Counties of Stormont, Dundas and Glengarry
- 2) United Counties of Prescott and Russell

A position previously assigned to the "Casselman office" shall be treated as if assigned to the United Counties of Prescott and Russell territory. A position previously assigned to the "Cornwall office" shall be treated as if assigned to the United Counties of Stormont, Dundas and Glengarry.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 Neither party to this Agreement nor representatives of the parties shall discriminate against any nurse for any reason, including the nurse's participation in, or lack of participation in the Association.
- 3.02 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

ARTICLE 4 – REPRESENTATIVE AND ASSOCIATION DUES

- 4.01 The Employer shall recognize a committee of the Association which shall be composed of three (3) Association members of Local 42. Its functions shall be as follows:
- (a) to negotiate renewal of agreements with the Employer.
 - (b) to discuss matters arising out of the interpretation or administration of this Agreement.
 - (c) to be responsible for the handling of all grievances and to assist nurses in the presentation of any complaints or grievances that may arise.
 - (d) Employee Representatives engaged in collective bargaining shall immediately inform their immediate supervisor of the dates scheduled for negotiation meetings upon their notification of such dates.
 - (e) The Bargaining Unit President or designate will be given a maximum of thirty (30) minutes during the first month of employment where possible to meet in the employee's scheduled office with any new hire to the bargaining unit.
- 4.02 Such named Representatives shall also form the Grievance Committee hereinafter mentioned. A full-time officer Representative of the Ontario Nurses' Association may attend any meeting between the Employer and Representatives of the Association.
- 4.03 The Employer will pay such named Employee Representatives at their respective regular rate of pay for all lost time during regular working hours while investigating or processing grievances and while attending meetings with the Employer, provided permission has been obtained from the Chief Executive Officer or his designate.
- The Employer agrees to indemnify up to three (3) employees for any or all regular hours pay which may be lost by them as a result of being engaged in negotiations for a renewal of this Agreement during regular working hours. It is clearly understood that this clause shall not be construed to mean that such negotiations shall be held during regular working hours. In the event that a third party becomes involved such payment will not be made.
- 4.04 The Employer will deduct from the first full bi-weekly salary and thereafter from each employee covered by this Agreement a sum equal to the regular monthly Association dues designated by the Association.

- 4.05 The Association shall notify the Employer, in writing, of the amount of such dues, and from time to time as changes occur.
- 4.06 The Employer will remit to the Association once each month the dues so deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, their address, telephone number, social insurance number, amount of dues deducted, the job classification, and the status of the nurses. The Association will hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.
- 4.07 A nurse who is on approved leave of absence for Association business shall have salary and benefits continued in whole. The Association shall reimburse the Employer such salary and benefits cost on receipt of a billing from the Employer to the Bargaining Unit President. Such billing shall be done on a monthly basis.
- 4.08 Health & Safety
- The Association shall designate two (2) members of the bargaining unit to be its representatives on the Joint Health and Safety Committee. The Committee shall meet in accordance with the requirements of the *Occupational Health and Safety Act*.

ARTICLE 5 – HOURS OF WORK

- 5.01 (a) The regular work day shall, except as otherwise provided herein, consist of seven (7) consecutive hours, Monday to Friday inclusive, and be scheduled between the hours of 08:30 and 16:30 with a one hour lunch break. Upon 14 days' notice, the employees may be scheduled by the Employer between Monday and Sunday between the hours of 07:00 and 23:00, and the employees shall be entitled to a one hour meal period.
- An employee request for a change in schedule shall be dealt with on a case by case basis in accordance with the requirements of the Ontario *Human Rights Code* and/or the *Employment Standards Act*.
- (b) The employer shall not schedule the employees to work more than thirteen (13) weekends in a calendar year. The Employer shall not schedule any nurse to work more than two (2) weekends between July 1st and August 31st or during the month of December unless requested by the employee.
- A weekend consists of Saturday and Sunday. Employees will not be required to work on more than two (2) consecutive weekends unless requested by the employee.
- (c) Employees working during the defined weekend period will be allowed to have two (2) consecutive days off during the week. However, the two (2) days off need not be consecutive if mutually agreed.

Employees shall be paid a premium of two dollars and eighty cents (\$2.80) per hour for all hours worked between 16:30 on Friday and 08:00 on Monday.

- (d) Notwithstanding 5.01(a) above, it is understood that the employer will not schedule any employee with less than fourteen (14) days notice to work more than two (2) evenings per week unless agreed to between the employee and her supervisor. Employees working after 16:30 will be paid a premium of two dollars and twenty-five cents (\$2.25) per hour. Where the premium is paid under (c) above, no premium is payable under this clause.
- (e) Employees required to work during the hours of Saturday and Sunday, shall receive at least fourteen (14) days notice of such scheduling. If less than fourteen (14) days notice refer to Article 5.02.
- (f) An employee may request to work split shifts.
- (g) Notwithstanding Articles 5.01 and 6.01, employees shall be credited at straight time for time spent when attending legitimate Employer Business within the five (5) counties area, where pre-approval for overtime could not be sought from the Chief Executive Officer or his designate.

Notwithstanding Articles 5.01 and 6.01, employees shall be credited at straight time for time outside their normal hours of work when travelling to Program Management meetings outside the five (5) counties area.

Notwithstanding Articles 5.01 and 6.01, employees shall also be credited at straight time for travel when attending Employer business within the five (5) counties area when the duration of such travel goes beyond the regular hours of work unless such overtime has been pre-approved.

It is understood that recommended Employer in-service shall be considered Employer business.

- (h) Subject to Letter of Understanding, an employee shall not be credited for any time travelling between his/her home and any location within their assigned territory. For the purposes of this article, location shall be deemed to be limited to the main office and the service centre(s) within an employee's assigned territory.
- (i) There will be a minimum of 12 hours scheduled between tours unless mutually agreed otherwise.

5.02

- (a) All call in shifts for an affected territory shall be offered to those part-time employees working in that territory on a seniority basis (top to bottom) from those part-time employees on the seniority list who are not eligible for overtime rates of pay;
- (b) If no employee is available under (a), call-in shift for an affected territory shall be offered to those employees working in that territory on the basis of seniority (top to bottom) from those employees on the seniority list who are eligible for overtime rate of pay;

- (c) Mandatory call-ins will only be invoked where no employee is available under (a) and (b). Mandatory call-ins shall be invoked territory wide on the basis of reverse seniority (bottom to top). When an employee is called in under the mandatory call-in this employee will be paid at time and one half (1 ½) her regular hourly rate of pay plus all applicable premiums.
- (d) When the Employer calls-in an employee, the employee shall be notified as to whether they are being called-in pursuant to (a), (b), or (c).
- (e) The Employer can secure agency nurses to provide services if no employee is found under (a), (b) or (c).
- (f) It is understood that any call-in shift will attract a minimum of four (4) hours pay at the appropriate rate as per (a), (b) or (c) above. Full-time employees also have the option of banking any time worked on a call-in shift at the appropriate rate. The employee will be entitled to mileage as per article 14.01 from their home to their assignment and back.

5.03 A nurse working at Health Line may be permitted to exchange her scheduled weekend shift with another nurse provided that such request is submitted in writing to the supervisor and co-signed by the nurse willing to exchange the scheduled day. When inconvenient, the nurse agreeing to take on the shift may phone in her consent to the supervisor. Such request shall not be unreasonably denied nor shall it attract overtime pay.

5.04 Flexible Hours

At the request of an employee and with the prior approval of the Employer, the employee may alter his/her hours of work for up to seventy (70) hours per calendar year. Employees will not exceed 35 hours in their bank at any given time. Such request shall not attract premium pay. Such flex time shall be taken in increments of half an hour and shall be scheduled as mutually agreed upon between the Employer and the employee. Requests for flex time will not be unreasonably denied. Such flex time must be taken in the same calendar year in which the hours were accumulated. Any remaining flex hours at the end of the calendar year will be lost. In the event that flex time is not approved, such denial shall not be grievable.

ARTICLE 6 – OVERTIME

6.01 All hours worked in excess of seventy (70) hours in a two week period shall be considered overtime. All overtime must be approved in advance by the Chief Executive Officer or his designate. When such approval is impractical due to direct client service delivery, overtime may be approved after the fact at the discretion of the Chief Executive officer or his designate. An employee will have the option of receiving payment for overtime hours at the premium rate of time and one-half for all overtime hours worked or taking time off in lieu of payment at the rate of time and one-half her regular rate of pay. Such time off will be scheduled at a time mutually agreed upon by the employee and her supervisor. Employees will be entitled to accumulate up to a maximum of thirty-five (35) hours in respect to overtime and time for time but shall at no time exceed this limit. Such time off must be taken no later than three (3) months after the end of the calendar year.

In the event an employee does not take this time off, the employee shall be entitled to receive a maximum payment of ten (10) hours, in cash, out of the thirty-five (35) hours. The remaining hours must be taken in time.

“Time for time” means work performed by an employee in excess of or outside the normal hours of work per day or per week which has not been authorized by the Chief Executive Officer or his designate and shall be paid at the employee’s regular rate of pay at straight time for time.

- 6.02 An employee required to work four (4) or more consecutive overtime hours beyond the normal scheduled shift, in any one (1) work day shall receive a meal allowance of up to twenty dollars (\$20.00) upon submission of expense form with appropriate receipt. The employee must be required to work over the meal period to be eligible for reimbursement.

ARTICLE 7 – SENIORITY

- 7.01 (a) Seniority as used in this Agreement shall be defined as the length of time that a member of the Association has been in the bargaining unit subject to Articles 7.05, 7.06, 7.07 and 7.08.
- (b) Service as used in this Agreement shall be defined as active service with the Employer from the date of last hire.
- (c) Full-time employees shall accumulate seniority on the basis of years of continuous employment within the bargaining unit. Part-time, casual and term employees shall accumulate seniority on the basis of hours worked within the bargaining unit. 1550 hours of work shall equal one (1) year of full-time seniority. There shall be no loss of seniority when an employee changes status (i.e. part-time to full-time and vice versa) without break in service.
- 7.02 A seniority list showing each nurse's name and professional classification shall be posted on a bulletin board in a conspicuous place on the Employer's premises and will also be sent to each member via the employer’s intranet system. The seniority list shall be revised every six (6) months. Complaints concerning the accuracy of such lists will be considered within fifteen (15) days of posting and if no complaint is received within that time, such list shall be presumed to be accurate. A copy of such list will be sent to the Association at the time of posting.
- 7.03 (a) A newly employed permanent full-time employee shall be considered on probation until she has worked one hundred and twenty (120) days in her new position after which her seniority shall appear as of her last date of hiring. Employees shall be advised in writing within one (1) month that they have completed their probationary period.
- (b) A newly employed permanent part-time, term or casual employee shall be considered on probation until she has worked eight hundred and forty (840) hours in her new position. Upon completion of their probationary period, the seniority of permanent part-time employees shall appear as of her last date of hiring. Employees shall be advised in writing within one (1) month that they have completed their probationary period.

- 7.04 Evaluations will be done at least on a yearly basis, a copy of which will be given to the employees after they have been appropriately signed.
- 7.05 Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (a) approved leave of absence with pay,
 - (b) when in receipt of Workplace Safety and Insurance benefits, for temporary disability only,
 - (c) when in receipt of short-term disability benefits.
 - (d) When on a leave of absence without pay not exceeding thirty (30) continuous calendar days.
- 7.06 Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (a) approved leave of absence without pay for a maximum period of two (2) years,
 - (b) for a period of twenty-four (24) months after short-term disability benefits cease.
- 7.07 When a nurse is laid off due to a reduction in the nursing staff, seniority shall be retained for a period of two (2) years.
- 7.08 Seniority shall be lost when an employee is absent from work under the following circumstances:
- (a) resignation,
 - (b) discharged for just cause,
 - (c) absent without notification and without justifiable reason to the Chief Executive Officer or his designate for a period of five (5) consecutive work days,
 - (d) absent for a period of time in excess of twenty- four (24) months after cessation of short-term disability benefits,
 - (e) laid off and not recalled to work within a period of twenty-four (24) months from the date of lay-off or fails to notify the Employer, within five (5) days of being deemed to have received the notice of recall (by registered mail) of her intention to return to work or fails to return to work on the date stated in her notification.

The loss of seniority will be subject to a case-by-case assessment for each employee, and the Employer's statutory obligations pursuant to the Ontario *Human Rights Code* and the Ontario *Employment Standards Act*.

7.09 Resignation

An employee resigning from the employ of the Employer must do so in writing. No resignation shall be accepted officially until forty-eight (48) hours have elapsed from the time of the submission of the resignation at which time it shall become final. Within fourteen (14) days of receipt of a written request from the nurse, post termination of employment, the Employer will provide the nurse with a letter detailing her or his employment dates, length of service and classification at the Health Unit.

ARTICLE 8 – PROMOTIONS AND TRANSFERS

8.01 When a vacancy occurs within the Bargaining Unit, the Employer shall post a notice of the position on the bulletin boards and electronic format for a period of five (5) working days. The notice shall contain a description of the job, in what territory the opening is, qualifications required to fill the position. Interested staff may make written application to the Chief Executive Officer or his designate.

The Employer will forward a copy of all postings related to job vacancies to the Union.

The Union shall receive notification via e-mail of the successful applicant(s) within fourteen (14) days of the applicant's acceptance of the position.

The Employer will provide the Union with a list of unfilled posted vacancies in advance of each labour-management meeting.

The Union will also be advised by the Employer of the cancellation of any job posting immediately.

- 8.02 (a) In cases where performance, ability and qualifications are equal, seniority shall be the deciding factor when decisions are made with regard to promotions and transfers.
- (b) All employees selected as a result of a posted vacancy will not be considered for a further vacancy for a period of up to twelve (12) months except where the parties mutually agree that an employee be considered for a vacancy that would allow her to change her status (ie. full-time to part-time; part-time to full-time; assigned territory or Health Line to PHN or vice versa).
- (c) Term employees shall be considered as external candidates for purposes of job posting.

8.03 Trial Period

The successful applicant for a permanent or temporary promotion or a transfer of employment inside or outside the bargaining unit shall be placed on trial for a period of sixty (60) days worked. If it is determined within the trial period by either the employer or the employee that she cannot perform the job, the employee shall be returned to her former job or a comparable job if her former job no longer exists. An employee returning to her former position or a comparable position shall have

her salary rate reverted accordingly but shall not lose any seniority. Any other employee affected by such reversion of employment shall also be returned to her former position or a comparable position and salary rate without loss of seniority.

8.04

Transfers

- (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the 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 out of the bargaining unit under (a) above for a specific term or task, which does not exceed a period of six (6) months and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

ARTICLE 9 – LAYOFF AND RECALL

9.01

- (a) In the event of a lay-off, the Employer agrees to lay off probationary, temporary and part-time nurses before full-time nurses. Layoff shall be on the basis of seniority within each classification, at the time of the layoff provided that the nurses are qualified to perform the available work.
- (b) Nurses shall be recalled in reverse order of layoff, provided the nurses are qualified to perform the available work.
- (c) Notice of layoff shall be in accordance with the provisions of the *Employment Standard Act*.
- (d) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
 - i) provide the Bargaining Unit with no less than thirty (30) days' notice of such layoff; and
 - ii) meet with the Bargaining Unit through the Association-Management Committee to review the following:
 - A. the reasons causing the layoff;
 - B. the service which the Employer will undertake after the layoff;
 - C. the method of implementation, including the areas of cutback and the nurses to be laid off.
- (e) i) Nurses choosing to exercise seniority in order to displace a less senior nurse shall within ten (10) working days of receiving notice

of layoff, notify Human Resources in writing of their intent to displace and where.

- ii) Displacement is restricted to the same status (full-time or part-time) as the laid off employee.

A nurse who has been notified of a layoff may:

- (A) accept the layoff; or
 - (B) opt to retire if eligible under the terms of the pension plan as outlined in Article 16.01; or
 - (C) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
 - (D) displace another nurse in any classification who has lesser bargaining unit seniority and who is the least senior nurse in an a territory whose work the nurse subject to layoff is qualified to perform.
- (f) For the purpose of clarity a part-time nurse who elects to displace another nurse may displace multiple less senior nurses ~~within a maximum of two offices~~ in-order to maintain the full time equivalent (FTE) entitlement previously held with a variance not greater than a .2 FTE.
 - (g) For the purpose of this Article (9.01), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
 - (h) No bargaining unit employee shall be laid off, have her hours of work reduced or her employment terminated as a result of the Employer contracting out its present work or services.

9.02

Recall

- (a) Nurses shall be recalled in reverse order of layoff, provided the nurses are qualified to perform the available work.
- (b) When recalling a nurse after lay-off, she shall be notified by registered mail or Courier and allowed five (5) working days to report for work.
- (b) A nurse to whom a registered letter or couriered letter is sent in accordance with this Article must contact the Employer within three (3) working days of the receipt of the notice of return to work if she wishes the Employer to hold the job open for her.
- (d) It shall be the nurse's responsibility to keep the Employer notified as to any change of her address or telephone number so that they will be up to date at all times.

- 9.03 All regular part-time and full-time nurses represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.

ARTICLE 10 – SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 10.01 Salaries and professional classifications as set forth in Appendix "A" will remain in effect for the duration of this Agreement.
- 10.02 When a new position appropriately covered by this Agreement is established, salaries 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.
- 10.03 Salary and Grid for Part-time Nurses
- (a) Advancement on the grid will be after each 1550 hours worked.
- (b) Part-time employees will be placed on the grid in accordance with hours worked since last date of hire.
- 10.04 Senior Nurse
- Effective February 28th, 2012, the Employer will pay the Senior Nurse a premium of two dollar (\$2.00) per hour in addition to her or his regular salary for all hours engaged in Senior Nurse duties.

ARTICLE 11 – STATUTORY HOLIDAYS

- 11.01 The following shall be recognized as holidays and are to be paid for at regular salaries:
- | | |
|----------------------|----------------------------|
| New Year's Day | *Remembrance Day |
| Day after New Year's | Thanksgiving Day |
| Family Day | *The half (1/2) day before |
| Good Friday | Christmas Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Dominion Day | *The half (1/2) day before |
| Civic Holiday | New Year's Day |
| Labour Day | |

or days celebrated in lieu of such holidays.

*If normal work days.

In addition to the foregoing, any other day which may be proclaimed as a public holiday by the Crown Federal, Crown Provincial, or the Municipal Government shall be paid for and treated as a holiday.

- 11.02 In order to receive pay, full-time nurses must work the full scheduled shift immediately preceding and the full scheduled shift immediately succeeding a celebrated holiday, except where absence on either or both of the said days is through verified personal illness or approved leave of absence with pay.
- 11.03 As certain Health Unit services may need to be continuous, it is not always possible for all nurses to be released from duty at the same time. In the event that a full-time nurse is scheduled to work on any such holiday and works on the holiday, she shall be paid at time and one-half for such work and in addition be entitled to a day off with pay. The day off will be mutually arranged between the Chief Executive Officer or his designate and the nurse concerned and shall be taken within 45 days of the occurrence of the holiday.
- 11.04 When a holiday falls during a nurse's annual vacation, an additional day off with pay shall be scheduled.
- 11.05 Pay for statutory holidays under this Agreement for all part-time employees will be calculated in accordance with the Ontario *Employment Standards Act*.

ARTICLE 12 – VACATIONS

- 12.01 (a) Entitlement to annual vacation with pay for full-time nurses will be earned and determined on the following basis:
- (i) Less than eleven (11) years of service: 1.667 days for each month of employment.
 - (ii) Eleven (11) years of service: 4 weeks plus 1 day per year
 - (iii) Twelve (12) years of service: 4 weeks plus 2 days per year
 - (iv) Thirteen (13) years of service: 4 weeks plus 3 days per year
 - (v) Fourteen (14) years of service: 4 weeks plus 4 days per year
 - (vi) When a nurse has completed fifteen (15) years of service, she will be entitled to twenty-five (25) days vacation per year. This will be accumulated at the rate of 2.083 days per month of service.
 - (vii) Fifteen (15) years of service: 5 weeks per year
 - (viii) Sixteen (16) years of service: 5 weeks plus 1 day per year
 - (ix) Seventeen (17) years of service: 5 weeks plus 2 days per year
 - (x) Eighteen (18) years of service: 5 weeks plus 3 days per year
 - (xi) Nineteen (19) years of service: 5 weeks plus 4 days per year
 - (xii) When a nurse has completed twenty (20) years of service, she will be entitled to thirty (30) days vacation per year. This will be accumulated at the rate of 2.5 days per month of service.

- (xiii) Effective the date of Ratification, when a nurse has completed twenty-five (25) years of service, she will be entitled to thirty-five (35) days' vacation per year.
- (b) Any nurse who has completed her probationary period will be entitled to take vacation up to the amount accumulated. A nurse, who has not completed her probationary period, may take vacation with the permission of the Chief Executive Officer or his designate. Vacation credits can be accumulated up to a maximum of thirty (30) vacation days. Nurses will not omit vacations and draw pay in lieu thereof.
- 12.02 (a) each part-time nurse shall receive vacation time off without pay on the same basis as full-time nurses.
- (b) All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage of their gross earnings in accordance with the vacation entitlement of full-time employees.
- 12.03 The scheduling of vacations, where practical, will be based on seniority and shall be dependent on the needs of the Health Unit and the service to the community. The Chief Executive Officer or his designate shall determine the number of nurses who will be on vacation at any one time.
- During the peak vacation periods during the summer (from June 15th through August 31st and during the holiday season from mid December until mid January) vacation requests must be submitted by April 15th for the summer scheduling and by November 1st for the holiday season scheduling. Vacation schedules shall be posted by the Employer within ten (10) working days of the submission deadline.
- It is understood that vacation requests for vacation scheduled outside of the peak periods, will require a minimum of fifteen (15) working days notice, except when required on an emergency basis. The employer shall provide a written response to such request within ten (10) working days of receipt of such requests.
- If the employer has to cancel a pre-approved vacation the nurse will be paid at the rate of time and one half her regular rate of pay for every day of vacation that was cancelled.
- 12.04 In the event that a nurse's employment is terminated for any reason, such nurse shall receive vacation pay equal to vacation earned but not taken.
- 12.05 Vacation entitlement shall be prorated in any month that an employee is absent from work for more than ten (10) workings days without pay.

ARTICLE 13 – SHORT-TERM DISABILITY

- 13.01 All permanent full-time employees who are unable to perform their duties due to an illness or injury not otherwise covered by Workplace Safety and Insurance Board shall be eligible for Short Term Disability Benefits in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>100% SALARY</u>	<u>70% SALARY</u>
From date of hire to end of probation	0 weeks	0 weeks
From end of probation to 1 year	1 week	16 weeks
1 year to 2 years	1 week	16 weeks
2 years to 3 years	2 weeks	15 weeks
3 years to 4 years	3 weeks	14 weeks
4 years to 5 years	5 weeks	12 weeks
5 years to 6 years	7 weeks	10 weeks
6 years to 7 years	9 weeks	8 weeks
7 years to 8 years	11 weeks	6 weeks
8 years to 9 years	13 weeks	4 weeks
9 years to 10 years	15 weeks	2 weeks
10 years and over	17 weeks	0 weeks

For Short Term Disability purposes, salary shall be defined as the normal rate of pay earned by the employee immediately prior to the commencement of disability, unless a salary adjustment occurs during the period of the disability, then compensation would be readjusted accordingly.

13.02 Employees who are eligible for Short-Term Disability benefits shall complete and forward the necessary documentation on the prescribed forms through their supervisor to the Personnel & Benefits Officer or her designate.

13.03 Notwithstanding seniority and Article 13.01, an employee absent for health related reasons for more than 5 occasions in a calendar year, each one being up to 5 days shall be remunerated at the rate of 70% of his/her salary for any additional leaves of five (5) days or less in a calendar year.

In the event that an employee is absent for more than five (5) consecutive work days, he/she shall, upon request, file a satisfactory medical certificate, verifying the illness as a condition precedent to securing the illness allowance. Such medical certificate will be at the expense of the Employer.

In the case of absences of less than five (5) days duration, when an employee has more than five (5) such absences during the calendar year, the Employer reserves the right to request a satisfactory medical certificate at the Employer's expense.

The Chief Executive Officer or his designate may waive the above dependent on the circumstances.

13.04 If it should appear to the Chief Executive Officer or his designate that any employee is making too frequent applications for this leave, on more than five (5) occasions, or if he feels the acceptability of a certificate is questionable, the Employer reserves the right to request a second opinion. The employee may choose an Occupational Health Physician of his/her choice. It is understood such opinion shall be paid for by the Employer.

13.05 Should there be a dispute which may arise concerning a nurse's entitlement to short-term benefits, the matter in dispute may be referred to arbitration.

However, it is agreed and understood that:

- (a) in the case of an unrelated claim, the potential seventeen (17) week period of Short-Term Disability benefits shall be reinstated provided an employee has returned to active employment and has completed one full working day;
- (b) in the case of a claim that is related to a previous claim, the potential seventeen (17) week period of Short-Term Disability benefits shall be reinstated provided the employee has returned to work for thirty (30) or more consecutive calendar days since the cessation of the previous claim and the commencement of the related claim;
- (c) an employee's entitlement to 100% pay shall be dictated by the number of completed years of service as from date of hire;
- (d) Short-Term Disability benefits continuing from one year into the next on a continuous basis would be subject to the seventeen (17) week maximum;
- (e) an employee utilizing seventeen (17) weeks of continuous Short-Term Disability benefits would not have these days increased by the number of statutory holidays that may occur during the period of disability, it being understood that statutory holidays during that period will be compensated at 100% of salary after receiving written request from the employee concerned;
- (f) benefits are not payable for the period of time an employee is absent on leave of absence pursuant to Article 15.03 of this Agreement.

13.06 Modified Work

The Employer and the Association recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

The Employer agrees that, when possible, it will provide modified work to employees absent due to illness or disability and who are medically able to return to work but are unable to perform all of the duties associated to their position or to work their regular hours of work.

The employee shall provide to the Employer the medical information necessary to facilitate her return to work.

The Employer and the Union agree to cooperate and when necessary to meet to discuss individual cases.

- 13.07 The Employer shall administer Short Term Disability Benefits under this Agreement in accordance with all applicable statutory obligations, including the Ontario *Employment Standards Act* and the Ontario *Human Rights Code*.

ARTICLE 14 – CAR ALLOWANCE

- 14.01 Subject to Letter of Understanding, the Employer agrees to pay to all nurses in the bargaining unit a kilometrage allowance for kilometres driven in their own vehicle on the Employer's business, a flat rate to be determined by the Board policy but not less than fifty cents (\$0.50) per kilometre. The kilometrage allowance shall not include credit for travel between an employee's home and any location within their assigned territory. For the purposes of this article, location shall be deemed to be limited to the main office and the service centre(s) within an employee's assigned territory.
- 14.02 The Employer also agrees to reimburse any work related parking expenses.

ARTICLE 15 – LEAVES OF ABSENCE

- 15.01 Written request for leaves of absence for more than five (5) working days will be presented on an individual basis to the Chief Executive Officer or his designate, giving as much notice as possible. The decision regarding the granting of such leaves, or otherwise, shall rest entirely with the Chief Executive Officer. Written response will be given within ten (10) days of receiving such request. It is agreed that scheduling of leave will be subject to demands and requirements made upon the Employer for its public health services.
- 15.02 Bereavement Leave
- (a) In the event of the death of a nurse's spouse, common-law spouse (as defined in the *Family Law Act*) child, father, mother, brother or sister, grandparent, grandchild, step-child, step-brother step-sister, step-mother, step-father, the Employer shall grant a leave of absence with pay of up to a maximum of five (5) scheduled working days for mourning. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex.
 - (b) In the event of the death of an employee's mother-in-law or father-in-law, son-in-law, daughter-in-law, grand-parent-in-law, the employer shall grant a leave of absence with pay of up to a maximum of three (3) scheduled working days.
 - (c) In the event of the death of an aunt, uncle, nephew, niece, first cousin, sister-in-law and brother-in-law of the nurse the employer shall grant a leave of absence with pay of one (1) scheduled working day.

Pay shall be at the nurse's regular rate. Such leave shall be taken within ten (10) days following the death or in conjunction with the funeral if the funeral is greater than ten days following the death.

In recognition of the fact that circumstances which call for bereavement leaves are based on individual circumstances, the Employer, on request, may grant additional bereavement leaves. Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions in order to accommodate religious and cultural diversity.

15.03 Pregnancy, Parental and Adoption Leave

Leave of Absence for pregnancy and parental reasons will be given without pay as follows:

- (a) to a pregnant employee that has been employed for at least 13 weeks before the expected birth date - 17 weeks as pregnancy leave.

An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, shall be paid an allowance for a maximum of fifteen (15) weeks which shall be equivalent to the difference between the weekly rate of EI benefits and seventy-five percent (75%) of the actual weekly rate of pay which she was receiving prior to the commencement of the pregnancy leave.

- (b) to an employee who is the parent of a child including an employee with whom a child is placed for adoption, that has been employed for at least thirteen (13) weeks – up to sixty-one (61) weeks as parental leave, if the employee also took pregnancy leave up to sixty-three (63) weeks otherwise.

Pregnancy and Parental Leave shall be taken in accordance with the relevant requirements of the *Employment Standards Act* and a pregnant employee may qualify for both the pregnancy and parental leave entitlement.

An employee's participation in the pension, group life insurance, accidental death, extended health, dependent life, LTD and dental plans will be continued during pregnancy and parental leave unless the employer employee gives the employer a written notice that she does not intend to pay the applicable employee contributions.

Parental leave may, upon written request, be extended for an additional period to be determined by mutual agreement, as general leave of absence without entitlement to pay or benefits.

15.04 Professional, educational or Association Leave

Leaves of absence to attend professional, educational, or Association meetings shall be submitted to the Chief Executive Officer or his designate and may be granted on an individual basis at the discretion of the Employer. In the event of

Association leaves, it is understood that such leaves will be without pay. Such leave shall not be unreasonably withheld.

- 15.05 (a) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request, leave(s) of absence up to two (2) years. The nurse agrees to provide the Employer with six (6) weeks notice of the commencement of her leave. The nurse agrees to notify the Employer of her intention to return to work within two weeks following termination of office.
- (b) The Employer shall keep salary and benefits whole and the Association agrees to reimburse the Employer for salary and vacation earned and/or paid and the Employer's contributions to benefits. It is further agreed that during any such leave of absence there shall be no loss of seniority for the purposes of salary advancement and vacation entitlement or any other entitlement.
- 15.06 (a) Written requests for leaves of absence with or without pay for an employee's self-educational purpose shall be submitted to the Chief Executive Officer. Such leave shall be for up to twelve (12) months if requested. The requests will be considered by the Chief Executive Officer. If request is granted, the employee shall be returned to her former position or to a comparable position if her position no longer exists, upon her return to work.
- (b) A leave of absence with pay up to three (3) days may be granted to an employee for the purpose of further education directly related to the employee's employment or writing any examinations required in any recognized course in which employees are enrolled to upgrade their nursing qualifications. Requests for such leave shall be approved by the Chief Executive Officer.

15.07 Jury Duty

The Employer shall grant a leave of absence without loss of seniority or benefits to a nurse who serves as a juror or subpoenaed Crown Witness at any Court. The Employer shall pay such nurse the difference between her normal earnings and the payment she receives for jury service or Crown Witness service, excluding payment for travelling, meals or other expenses. The nurse will present proof of service and the amount of pay received. Time spent by a nurse required to serve as a Witness in Court in any matter arising out of her employment shall be considered as time worked at the appropriate rate of pay. All employees will continue to participate in their respective benefit plans in accordance with article 16.02 of the Collective Agreement.

15.08 Family Leave

The employer shall grant a paid leave of absence of up to four (4) days per year for health appointments or to care for a sick child or family member. Such leaves can be used in a block of one (1) hour.

15.09 Personal Leave

The Employer agrees to grant five (5) days per year without pay to all employees to be used at the discretion of the employee. Unless it is an emergency, the employee will submit her request for such days to her supervisor ten (10) working days prior to the actual date of the leave. If refused, the employer will provide written reasons. Such request shall not be unreasonably withheld.

15.10 Prepaid Leave Plan

Effective January 1, 1990 the Health Unit agrees to introduce a prepaid 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) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Chief Executive Officer or his designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) Only two nurses may be absent at any one time. 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, the local Association and the Health Unit.
- (d) Written application will be reviewed by the Chief Executive Officer or his designate. Leaves requested for the purpose of pursuing further formal nursing 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.
- (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 her until the year of leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Health Unit.
- (g) All deferred salary, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Health Unit 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. Services 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 she is participating. Contributions to her pension plan will be in accordance with the plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.

- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Chief Executive Officer or his designate. Deferred salary will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment the deferred salary held by the Health Unit 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 Health unit 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 paid out to her within a reasonable period of time.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case, unless she is subject to lay-off in accordance with applicable provisions of this Collective Agreement, will be offered another position.
- (m) Final approval for entry into the prepaid leave program will be subject to the nurse entering into a formal agreement with the Health Unit. Such agreement will include:
 - i) The authorization to the Health Unit to make appropriate deductions from the nurse's pay.
 - ii) A statement that the nurse is entering the prepaid leave program in accordance with Article 15.09 of the Collective Agreement.
 - iii) The period of salary deferral and the period for which the leave is requested.
 - iv) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Health Unit to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 16 – EMPLOYEE BENEFITS

- 16.01 Upon commencement of employment of a permanent full-time employee, the Employer agrees to enroll as a condition of employment, its employees into a basic pension plan administered by the Ontario Municipal Employees Retirement System (O.M.E.R.S.), with the Employer-Employee contributing on a fifty/fifty percent (50%/50%) basis.

16.02 Benefits for Permanent Full-time Employees

As of the first day following the date of completion of two (2) months continuous service, the Employer agrees to pay 100% of the premium costs, for all continuous full-time employees, to a carrier who shall provide:

(a) Group Life Insurance

A group life insurance programme providing a level of benefit equal to 200% of the employee's basic annual earnings rounded to the next highest \$1,000 of benefit.

(b) Accidental Death & Dismemberment Insurance

Each employee shall be insured for an amount equal to the amount of the above described life insurance plan (Article 16.02(a)).

(c) Dependent Life Insurance

Dependents of insured employees shall be insured as follows:

spouse		\$2,000
children	- 14 days to 6 months	\$100
	- 6 months to 21 years	\$1,000

(d) Long-term Disability Insurance

Employees under the age of sixty-five (65) become eligible for long-term disability benefits after they have been disabled for more than 119 days. The level of benefit shall be equal to 70% of the employee's basic earnings immediately prior to commencement of disability. The parties recognize that Long Term Disability coverage and benefits stop at the age of sixty-five (65).

Notwithstanding the above, the parties agree this provision will be interpreted in a manner consistent with the *Human Rights Code*.

(e) Semi-Private Hospital Plan

Which covers the cost of providing employees and their insured dependents full semi-private hospital coverage.

(f) Major Medical Plan

A major medical plan which covers much of the costs of medical services not covered under the Provincially sponsored O.H.I.P. programme. The major medical plan incorporates a deductible of \$25 per individual or \$50 per family in a calendar year and reimburses employees 80% of costs incurred for covered expenses in excess of the deductible.

(g) The Employer agrees to provide to the Labour Relations Officer a copy of the master contract between the Employer and the insuring company(s) which describes the details of the above insured benefits, upon request.

The Employer also agrees to provide to each employee a booklet(s) which describes each of the above benefits in much more detail.

(h) Dental Plan

The Employer shall pay 75% of the premiums for dental benefits based on current plan design or a comparable plan on the basis of the current O.D.A. Fee guide.

The plan will also cover major dental procedures: porcelain crowns, bridge work, dentures, to a maximum of \$2,500 per year. The plan also covers orthodontics at 50% up to a lifetime maximum of \$2,000.

Participating employees shall pay the remaining premiums through payroll deductions.

- (i) In addition to the benefits, coverage will include hearing aids (maximum \$500.00 per person every 5 years) and vision care (maximum \$500.00 per person every 2 years).
- (j) Entitlements to benefits and payment of claims shall be subject to the terms, conditions and contractual provisions of the respective insurance company's master contracts.

- 16.03 The employees agree that their share of the savings or rebate from Employment Insurance premiums shall be applied towards the cost of the Long Term Disability plan.
- 16.04 The percentage in lieu herein shall for the part-time employees electing to enrol in the O.M.E.R.S. pension plan, be reduced by the percentage being paid by the Employer as the Employer contribution to the plan.
- 16.05 A payment of 12% of the regular earnings shall be paid to part-time, term and casual employees in lieu of Health & Welfare Benefits and OMERS Pension Plan.
- 16.06 Employees who elect to take early retirement shall be eligible to continue benefits, excluding Long Term Disability, at their own expense until such time as they reach 65 years of age.

It is understood that advance payment of the benefits will be provided either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process. Any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

ARTICLE 17 – GRIEVANCE PROCEDURE

- 17.01 In the event of a complaint by an employee covered by this Agreement that she has been discriminated against or discharged or disciplined without just cause, or has been otherwise dealt with unjustly, she may file a grievance against the

Employer. All grievances shall be in writing and shall contain a statement of the facts giving rise to the grievance and the article or subsection of this Agreement that the grievance is based upon. In the event that the employee fails to give such written notice within ten (10) working days of the incident giving rise to the grievance then such employee shall forfeit any right she may have to arbitration. In the event that the grievance is not submitted in writing within thirty (30) working days of the incident giving rise to the grievance then such grievance shall be absolutely barred and no action may be taken with respect to it.

The following shall be the procedure in processing and handling grievances:

STEP 1

The nurse and a representative of the Association, if so desired, shall take the matter up with the immediate work supervisor. The immediate work supervisor shall render a decision, in writing, within five (5) working days following the day on which the grievance is submitted.

STEP 2

In the event that the grievance is not settled at Step 1, the nurse and/or a Representative of the Association may, within five (5) working days of the date of receiving the answer of the Supervisor (or if no answer is received under Step 1, then within five (5) working days after such answer ought to have been received) refer the grievance to the Director who shall render a decision, in writing, within five (5) days of receipt of the grievance.

STEP 3

In the event that the grievance is not settled at Step 2, the Association may refer the grievance, within twenty (20) working days to arbitration as provided for in Article 18 of this Agreement.

- 17.02 Time allowance as specified in the three (3) steps may be extended by mutual agreement between the parties.
- 17.03 In the event a nurse is discharged and it is considered an injustice has been done, the matter may be taken up as a grievance at Step 3 of the grievance procedure.
- 17.04 In the event that the Employer has a grievance concerning the conduct of the Association or any of its representatives, this matter may be taken up as a grievance at Step 3 of the grievance procedure.
- 17.05 In the event that the Association has a grievance concerning a general matter of interpretation, application, administration, or alleged violation of this collective agreement, this matter may be taken up as a grievance at Step 2 of the grievance procedure.

ARTICLE 18 – ARBITRATION

- 18.01 Where a grievance is to be referred to arbitration, and shall have the powers under Section 50 of the *Ontario Labour Relations Act*, it shall be submitted by way of a

written notice addressed to the other party, within twenty (20) working days after the grievance procedure has been exhausted. The parties will then attempt to select by agreement an arbitrator. If the parties are unable to agree on an arbitrator within fourteen (14) working days, they shall then request the Minister of Labour for the province of Ontario to appoint an arbitrator.

- 18.02 The Arbitrator shall hear and determine the difference or allegation, and shall issue a decision and, subject only to the provisions of this agreement, such decisions shall be final and binding upon the parties and upon any employee affected by it.
- 18.03 The Arbitrator shall not have any authority to alter, or change any of the provisions of the agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the express intent or terms or conditions of this agreement or in any way modify, add to or detract from any part of this Agreement.
- 18.04 Each of the parties hereto shall share equally the fees and expenses of the Arbitrator.
- 18.05 Wherever the term "Arbitrator" is referred to in the Agreement, the parties may mutually agree in writing to substitute an Arbitrator for an Arbitration Board at the time of reference to arbitration. In such case, the party referring the grievance to arbitration will provide the name of its nominee to the other party at the same time the notice of arbitration is sent to the other party. Within five (5) working days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of fourteen (14) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair.

No person who has assisted in the negotiation of this agreement, or any renewal thereof, may be appointed to such Board of Arbitration.

Each of the parties will bear the expense of the nominee appointed by them and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.

All provisions referring to a sole Arbitrator shall appropriately apply.

- 18.06 The time limits set out in the Grievance and Arbitration Procedure provisions are mandatory except by the written agreement of the parties to waive or extend the time limits and, if the parties fail to sign such agreement, it shall result in the grievance being deemed to have been abandoned.
- 18.07 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one year.
- 18.08 (a) An employee shall have reasonable access to her records of employment for the purpose of reviewing, in the presence of her supervisor, any report or other document that may be on file with respect to her work performance.

An employee who reviews any such report or document shall acknowledge same by affixing thereto her signature and date thereof.

- (b) Each employee shall be provided with a signed copy of a written evaluation of her work performance at the completion of her probationary period and on each anniversary of employment thereafter. An employee shall acknowledge receipt of such evaluations by affixing her signature to the original and the date thereof.

18.09 It is agreed that in cases of discharge or suspension of greater than three (3) days, the parties shall have recourse to a three (3) person board of arbitration.

ARTICLE 19 – LABOUR MANAGEMENT COMMITTEE

19.01 Either party to this agreement may request a meeting with the other for the purpose of discussing matters of mutual concern arising out of the working relationship between the Employer and its employees. The party to which the request for meeting is directed will make a reasonable effort to meet with the other within one (1) week of the request being made to discuss the matters raised in the request for meeting, it being understood that the provisions of this clause shall not be used for the purpose of discussing grievances or to circumvent the grievance and arbitration procedure herein, nor to engage in the discussion of matters which would normally be dealt with in collective bargaining, nor for the purpose of reopening this agreement.

A request for meeting shall be in writing setting forth the particulars of the matter which is to be discussed.

ARTICLE 20 – DURATION OF AGREEMENT

20.01 This Agreement shall be for a period commencing on January 1, 2018 and ending on December 31, 2020.

The Collective Agreement will be available on the intranet.

20.02 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter unless either party notifies the other party, in writing, of its proposed termination or proposed revision, addition or deletion of any of its provision. Such notification will be made not more than ninety (90) days and not less than fifteen (15) days prior to the termination date of this Agreement.

Upon termination of this Agreement as provided by this clause, the parties shall, while a new contract is being negotiated, continue to be bound and governed by the terms of this Agreement.

ARTICLE 21 – GENERAL

21.01 The Collective Agreement will be available on the intranet.

APPENDIX A – SALARY SCHEDULE**Public Health Nurse**

Step	January 1, 2018	January 1, 2019	January 1, 2020
Start	33.76	34.44	35.13
Step 1	34.86	35.56	36.27
Step 2	35.94	36.66	37.39
Step 3	38.35	39.12	39.90
Step 4	38.93	39.71	40.50
Step 5	40.45	41.26	42.09
Step 6	42.61	43.46	44.33
Step 7	44.31	45.20	46.10

Public Health Educator

Step	January 1, 2018	January 1, 2019	January 1, 2020
Start	32.37	33.02	33.68
Step 1	33.46	34.13	34.81
Step 2	34.61	35.30	36.01
Step 3	35.78	36.50	37.23
Step 4	36.99	37.73	38.48

Public Health Promoter

Step	January 1, 2018	January 1, 2019	January 1, 2020
Start	35.67	36.38	37.11
Step 1	36.87	37.61	38.36
Step 2	38.12	38.88	39.66
Step 3	39.41	40.20	41.00
Step 4	40.76	41.58	42.41

Infection Control Practitioner and Lead Nurse

Step	January 1, 2018	January 1, 2019	January 1, 2020
Start	35.88	36.60	37.33
Step 1	36.99	37.73	38.48
Step 2	38.07	38.83	39.61
Step 3	40.47	41.28	42.11
Step 4	41.06	41.88	42.72
Step 5	42.57	43.42	44.29
Step 6	44.73	45.62	46.53
Step 7	46.47	47.40	48.35

NOTES:

1. Each classification is divided into steps e.g. the classification of Public Health Nurse and Registered Nurse include steps numbered Start, (1), (2), (3), (4), (5), (6) and (7) as indicated in the chart.
2. Progression within a Classification – Increments as indicated on the salary schedule will be effective at the beginning of the pay period closest to the anniversary date of employment.
3. The above rates shall be increased by \$300.00 per year or such shorter periods, calculated on a pro rata basis for a nurse who has completed a course in Public Health Administration provided this training adds to the value of the administration of the Health Unit in the option of the Employer.
4. Related experience in nursing which adds to the value of a nurse's service will be recognized by the Employer, to the extent of one (1) increment for two (2) years related experience and one (1) increment for every one (1) year of Public Health experience to a maximum of the salary grid.
5. Where a regular part-time nurse working full normal hours becomes full-time without a break in service, such service shall be recognized in salary determination.
6. Employees shall be paid in accordance with the hourly rates of pay as recorded in Appendix A of this Agreement.
7. Temporary License
The Union and the Employer agree that a nurse hired with a temporary license from the College of Nurses of Ontario will be hired at \$1,000.00 less than a nurse with a permanent license. The nurse in question will be kept at that salary for the duration of her temporary license. It is also understood and agreed that once the nurse in question has successfully completed her licensing exams, she will be placed at the appropriate step on the salary scale.

RETROACTIVITY

All agreements which affect money payments by the Employer to individual nurses shall be retroactive to January 1, 2018 and all employees who receive any such payments from that date shall receive such retroactive amounts as appropriate. Any changes in the premium payments for Health and Welfare plans shall be effective upon ratification.

For those no longer in the employ of the Employer, the Employer shall give notice of their entitlement to retroactive increase by registered mail to the last place of residence listed in the Employer's records, with a copy of the notice to be sent to the Association.

Retroactive pay shall be made by separate cheque with an itemized statement showing the number of hours on which retroactivity has been paid, the amount per hour of this payment and amounts of retroactive payments for each item other than salary.

Retroactive payment shall be made no later than eight (8) weeks after ratification of the Memorandum of Settlement.

Dated at Cornwall, Ontario, this 24th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Thérèse Bourgeois"

"Catarina Barroso"
Labour Relations Officer

"Patti Gauley"

"Corrine Brunet"

"Christine Shannon"

"Shawna Carr"

"Sarah Grady"

LETTER OF UNDERSTANDING

Between:

**THE BOARD OF HEALTH
of the
EASTERN ONTARIO HEALTH UNIT**

And:

ONTARIO NURSES' ASSOCIATION

Re: Less Than 7 Hour Tours

Where a nurse is scheduled to work less than the normal tour (7 hours), Articles 5 and 6 will apply in their entirety except as amended below:

- the Health Unit will keep the number of tours comprised of less than 7 hours to a minimum.
- there shall be an equitable distribution of these tours among the part-time nurses in each area.
- nurses working tours comprised of less than 7 hours shall be granted a paid rest period.
- no part-time nurse will be scheduled solely on tours which are comprised of less than 7 hours in any pay period, except where such arrangements are requested by the nurse.
- nurses working tours comprised of less than 7 hours shall not be scheduled to work more than 5 consecutive tours. If a nurse is required to work on a sixth consecutive and subsequent tours, then the nurse will receive premium pay for each tour until a day off is scheduled.
- nurses working tours comprised of less than 7 hours shall not work more than the scheduled hours. If the hours of work extend beyond the scheduled hours then the nurse shall receive premium pay.

Dated at Cornwall, Ontario, this 24th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Thérèse Bourgeois"

"Catarina Barroso"
Labour Relations Officer

"Patti Gauley"

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"Sarah Grady"

LETTER OF UNDERSTANDING

Between:

**THE BOARD OF HEALTH
of the
EASTERN ONTARIO HEALTH UNIT**

And:

ONTARIO NURSES' ASSOCIATION

Re: Definition of Nurse

The word nurse means both full-time and part-time.

For the purpose of the Healthline Program the provisions of the Collective Agreement together with the Letter of Understanding dated January 8th, 1999 shall apply except as amended herein:

1. Full-time nurses will receive premium pay of time and one half for all weekends worked in excess of seventeen (17) in any calendar year save and except where:
 - (a) such a weekend has been worked by the individual nurse to satisfy specific days off requested by such nurse; or
 - (b) individual nurses have requested weekend work; or
 - (c) such weekend is worked as the result of an exchange of shifts with another nurse.
2. A nurse may be permitted to exchange her schedule days with another nurse provided that such request is submitted in writing to the Program Service Coordinator or her designate and co-signed by the nurse willing to exchange the scheduled days. Such requests shall not be unreasonably denied. When inconvenient, the nurse agreeing to take on the shift may phone in her consent to the Program Service Coordinator.
3. A nurse will be scheduled off at least four (4) days in any two week payroll period including at least one period of two (2) consecutive days and minimum of single days off. No single days off will be scheduled unless mutually agreed between the individual employee and the employer.
4. Christmas and New Years schedules will be assigned to nurses qualified to provide Health Line services on a voluntary basis. Should there be no volunteer, the employer will scheduled nurse on a yearly basis by seniority (bottom up). Christmas and New Year's schedules will be assigned in this

fashion from year to year until all nurses have been assigned to work either Christmas or New Years unless mutually agreed otherwise.

- 5. A weekend off shall consist of a minimum of fifty-six (56) consecutive hours during the period following the completion of the Friday shift until the commencement of the Monday shift. Any hours worked in a weekend will be considered a weekend worked and will be treated as in number 1 above.
- 6. A nurse requesting specific tours on a regular basis will be granted such request when possible. The regular basis will be for specific period to be determined between the employer and the individual employee. Requests will be reviewed and considered based on their merit.

Dated at Cornwall, Ontario, this 24th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Thérèse Bourgeois"

"Catarina Barroso"
Labour Relations Officer

"Patti Gauley"

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"Sarah Grady"

LETTER OF UNDERSTANDING

Between:

THE BOARD OF HEALTH
of the
EASTERN ONTARIO HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

It is understood that the Employer shall not incur any additional costs as a result of this job sharing experiment.

When mutually agreed by both parties that a position is designated as a job sharing position, the following conditions shall apply:

The nurses shall be considered permanent part-time and are covered by the terms and conditions of the Collective Agreement except for the modifications stated below:

The position shall revert to one full-time position if (a) one of the nurses leave and a suitable replacement is not recruited within one month through the job posting procedure, or (b) the Association and the Employer agree.

The Association and the Employer agree that two nurses will assume the responsibilities of one full-time position.

Each nurse shall work five full or ten half tours in a two week pay period on a schedule to be mutually agreed by the nurses, the Association and the Employer.

It is understood that the nurses may be called in from time to time for additional shifts.

If one of the nurses is to be absent for a period longer than one (1) week, the other nurse shall upon request replace on a full-time basis or another candidate may be recruited through the posting procedure.

Each nurse is expected to attend continuing education seminars and at least one team meeting per month. The nurse who is not scheduled to work on the day the seminar and/or team meeting is held, is expected to attend on her own time and at her own cost. It is agreed that the nurse who is not scheduled to work but attends a meeting or seminar will not be permitted to claim mileage.

The Association agrees to modify specific aspects of the Collective Agreement for the purpose of this project with the understanding that (1) this memorandum will be updated and changed annually in accordance with the changes in the Collective Agreement as a result of negotiations. (2) The nurses involved in this project are entitled to all the terms of the Collective Agreement, save and except those changes as follows:

- 3.04 The Employer shall deduct each month from the pay dues to each employee covered under this Agreement all sum or sums equal to the regular monthly Association's dues of the part-time member.
- 4.01 The regular work week for the two nurses combined will be 35 hours and in a two week period it will be 35 hours per each nurse.
- 7.03 For the purpose of layoffs and recalls, nurses engaged in a job-sharing position will not be considered part-time nurses but full-time employees of the Health Unit.
- 9.01 Each nurse will receive one-half of all paid statutory holidays of a full-time nurse with pay at her appropriate rate.
- 14 For the purpose of car allowance, nurses participating in job-sharing will be reimbursed as detailed in Article 14 of current Collective Agreement except when the nurse comes in on her day off to attend a seminar and/or team meeting.
- 16 For the purpose of employee benefits, nurses participating in job-sharing are subject to Articles 16.04 and 16.05.

It is agreed by both parties that one of the most important aspects for success in job sharing, is that the two nurses sharing the one position must work well together and be "compatible". Nurses sharing a job are responsible to communicate effectively to ensure continuity of care and service.

Implementation

A maximum of one (1) job sharing position in each sub-office and a maximum of two (2) job sharing positions in the Cornwall Office are approved.

Dated at Cornwall, Ontario, this 24th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Thérèse Bourgeois"

"Catarina Barroso"
Labour Relations Officer

"Patti Gauley"

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"Sarah Grady"

LETTER OF UNDERSTANDING**Between:****THE BOARD OF HEALTH
of the
EASTERN ONTARIO HEALTH UNIT****And:****ONTARIO NURSES' ASSOCIATION**Re: Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon recommendation of the Medical Officer of Health or his designate, in order to fulfil their assigned duties employees shall be required, on an annual basis, to be vaccinated for influenza.

Notwithstanding the provisions of paragraph 1 above, nurses may refuse to be vaccinated. In that case, at the option of the Employer, during an outbreak, 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 his designate 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 or his designate 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 fourteen (14) days 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.

If an employee is placed on leave of absence without pay pursuant to this Letter of Understanding the Employer will not oppose a claim made for Employment Insurance benefits.

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.

Dated at Cornwall, Ontario, this 24th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Thérèse Bourgeois"

"Catarina Barroso"
Labour Relations Officer

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LETTER OF UNDERSTANDING

Between:

THE BOARD OF HEALTH
of the
EASTERN ONTARIO HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Re: New Graduate Initiative

The Employer may introduce supernumerary positions to be offered to newly graduated nurses.

Where such positions are introduced, the following will apply:

1. The Employer may hire full-time supernumerary nurses, up to maximum funding available as per the Ministry guidelines.
2. Newly graduated nurses are defined by the Nursing Graduate Guarantee rules and regulations, currently defined as nurses who have graduated from a nursing program within the last year.
3. The supernumerary nurses will be paid as per the Public Health Nurse salary grid.
4. The supernumerary nurses positions will not be subject to internal postings.
5. The supernumerary nurses will be covered by the collective agreement.
6. The duration of such supernumerary appointments will be for the period of funding (currently twenty-six (26) weeks) or such other period as the Parties may agree, provided such period is not less than twelve (12) weeks.
7. Supernumerary nurses can apply for an transfer to positions after the initial twelve (12) week supernumerary period in the manner defined by the Nursing Graduate Guarantee Guideline.
8. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, the nurse will be reclassified as casual part-time and this will not be considered a lay-off.
9. The Parties agree that no nurse shall be laid off due to the hiring of a nurse through the New Graduate Initiative.
10. The Association will be provided with such written information as if may reasonably require regarding each supernumerary position.

Dated at Cornwall, Ontario, this 24th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Thérèse Bourgeois"

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Labour Relations Officer

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LETTER OF UNDERSTANDING**Between:****THE BOARD OF HEALTH
of the
EASTERN ONTARIO HEALTH UNIT****And:****ONTARIO NURSES' ASSOCIATION**Re: Articles 2.09, 5.01 and 14.01

WHEREAS the Eastern Ontario Health Unit ("EOHU") underwent a transformation project on January 1, 2017 (the "Transformation") aimed at reducing costs and improving the efficiency and sustainability of EOHU, pursuant to which the operations of EOHU were divided into the Prescott-Russell Territory and the Stormont, Dundas & Glengarry Territory;

AND WHEREAS the parties have agreed that, in furtherance of the goals of the Transformation, employees will not be reimbursed for their time or kilometrage to commute between their homes and the main office or any service centre within their assigned Territory pursuant to articles 2.09, 5.01(h) and 14.01;

AND WHEREAS, the parties recognize that these articles represent a change for existing employees and the parties wish to adopt transitional provisions to mitigate the impact of that change;

NOW THEREFORE, to facilitate the foregoing, the parties agree to the following transitional provisions arising out of the addition of article 2.09 and related language in articles 5.01 (h) and 14.01:

1. All employees as of June 15, 2018 shall immediately after ratification designate a service centre within their assigned territory (the "Designated Service Centre"). Thereafter, for the duration of their current position, or until they apply for and accept a new position, for the employees who have made a designation, the definition of location for the purposes of articles 5.01 (h) and 14.01 shall be limited to the main office in the subject employee's assigned territory and the Designated Service Centre.
2. For all employees assigned to either the Cornwall or Casselman main office prior to the Transformation, and not laid off as part of the Transformation, the definition of location for the purposes of article 5.01 (h) and 14.01 shall be limited to the main office in the subject employee's assigned territory (i.e. Cornwall or Casselman). This paragraph will only apply until, the earlier of, the employee accepting a new position subsequent to June 15, 2018 or the expiry of the collective agreement. The parties agreed that they will engage in good faith negotiations respecting this provision during subsequent negotiations.

Dated at Cornwall, Ontario, this 24th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Thérèse Bourgeois"

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LETTER OF UNDERSTANDING

Between:

**THE BOARD OF HEALTH
of the
EASTERN ONTARIO HEALTH UNIT**

And:

ONTARIO NURSES' ASSOCIATION

Re: Professional Responsibility

The parties agree that nurses who have professional practice complaints will discuss such complaint with their manager and when necessary will make such complain in writing using the ONA endorsed professional responsibility workload reporting form specific to Health Units, or any other form or tool that may be agreed upon between the parties, to their manager and if such complaint is not resolved then it will be considered an appropriate topic at the ONA labour management committee, unless otherwise agreed by the parties.

Dated at Cornwall, Ontario, this 24th day of January, 2019.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Between:

**THE BOARD OF HEALTH
of the
EASTERN ONTARIO HEALTH UNIT**

And:

ONTARIO NURSES' ASSOCIATION

Re: Wage Reopener

- a) The Employer undertakes to provide a salary increase to the Union over and above that described above equal to the percentage of any base funding increase that the Employer may receive from the Ministry until such point as the salary scale for the Union reaches the median salary level for ONA represented health units in Ontario; and
- b) The parties agree to meet to discuss any such increases in Labour Management.
- c) The Employer's undertaking will apply for years 2019 and 2020.

Dated at Cornwall, Ontario, this 24th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Thérèse Bourgeois"

"Catarina Barroso"
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