

COLLECTIVE AGREEMENT

Between:

**THE BOARD OF HEALTH OF THE HALIBURTON, KAWARTHA,
PINE RIDGE DISTRICT HEALTH UNIT
(Hereinafter referred to as the "Employer")**

And:

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

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ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to foster a harmonious relationship between the Employer and its employees, and to provide an orderly and amicable method of settling any differences or grievances which may arise between the parties so as to allow the Employer and the members of the bargaining unit to meet their mandate of providing public health service in a fair and reasonable way.

1.02 Definitions

Permanent Full-time employee – one who works seventy (70) hours bi-weekly

Permanent Part-time employee – one who works less than 70 hours bi-weekly and who has a defined work arrangement. Anywhere throughout the collective agreement where part-time is referenced, it shall be understood to refer to Permanent Part-time.

Working Day – a day that is customarily Monday through Friday, excluding weekends and statutory holidays.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Ontario Nurses' Association as the sole collective bargaining agent for all registrants of the College of Nurses employed by the Board of Health of the Haliburton, Kawartha, Pine Ridge District Health Unit, save and except Managers and persons above the rank of Managers.

2.02 All references to officers, representatives and committee members of the Association in this Agreement shall be deemed to mean officers, representatives and committee members of the Bargaining Unit described in Article 2.01.

ARTICLE 3 – RELATIONSHIP

3.01 The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Association, if that employee wishes to do so, and may refrain from becoming a member of the Association, if that employee so desires.

3.02 The Employer and the Association agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Association or because of an employee's activity or lack of activity in the Association.

3.03 There shall be no discrimination on the part of the Employer or the Association, on the basis of grounds as outlined in the Human Rights Code not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment. The Employer and the Association agree to abide by the Human Rights Code found at <https://www.ontario.ca/laws/statute/90h19>.

- 3.04 It is agreed that the Association and the employees will not engage in Association activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Director, Corporate Services, or unless otherwise provided in this Agreement.
- 3.05 The Employer shall deduct each month from the pay due to each employee covered under this Agreement a sum or sums equal to the regular monthly Association dues of a member. The Association 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 at the end of each month dues by way of electronic funds transfer to the account designated by the Association and a statement by mail for the dues deducted under this clause, together with a list of the names and social insurance numbers of the employees from whom such deductions have been made. The Association shall save the Employer harmless with respect to all dues so deducted and remitted.
- 3.06 The Employer will send to the Ontario Nurses' Association all employee address changes of which it has been notified with the dues remittance report.

ARTICLE 4 - COMMITTEES AND REPRESENTATIVES

- 4.01 The Employer acknowledges the right of the Association to appoint or otherwise select Committees composed of not more than four (4) representatives who are employees of the Employer within the bargaining unit who have completed their probationary period. The Committees shall be comprised of the Bargaining Unit President (BUP) or designate, plus three (3) other members. The Association shall advise the Employer of the employees serving as representatives. The function of these Committees will be as follows:

(a) Negotiating Committee

To negotiate the renewal of this Collective Agreement. A fourth member may be added to the Negotiating Committee if required.

(b) Grievance Committee

To be responsible for the handling of all grievances, in accordance with the procedures herein.

(c) Labour-Management Committee

The Labour-Management Committee shall consist of equal representatives from the Employer and the Ontario Nurses' Association.

The purpose of the Labour-Management Committee and its meetings will be to provide a forum for discussion and resolution of matters arising between the parties without violating the Collective Agreement, and without prejudice to the grievance procedure and/or its time limits if it has appeared that further discussion of a matter may be productive.

It is expected that the Labour Management Committee will meet quarterly. However, this does not preclude meetings being held from time to time, at the call of either party, to discuss issues pertinent to the employees of the

ONA bargaining unit nor does it preclude joint meetings with other represented employees. The parties will rotate the responsibilities for setting the agenda, chairing, and recording minutes of the meetings in accordance with the Terms of Reference.

These committees shall have the right to assistance from outside counsel at their own expense if it is deemed necessary and to bring invited guests from time-to-time. Each party shall advise the other in advance should they be planning to bring a guest.

(d) Joint Health and Safety Committee

The Joint Health and Safety Committee shall have a minimum of four (4) representatives from the Association.

The Association shall be required to appoint the representatives to the Joint Health and Safety Committee. The role of the representative shall be in accordance with the Occupational Health and Safety Act and Regulations.

4.02 The Employer acknowledges that ONA representatives and Association Officers have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without advising their manager. Employees who have conducted one hour or more of Association-related business on scheduled work hours shall document Association billable and Association non-billable hours in the appropriate timekeeping system for record keeping purposes. The Association recognizes that management may make reasonable requests for an explanation of the time away from the employee's regular duties.

The privilege of such representatives to leave their work without loss of salary for the purpose of meeting with the Employer, shall be granted on the following conditions:

- (a) Such business must be between the Association and the Employer;
- (b) The time shall be devoted to the prompt handling of the said business;
- (c) The time away from work shall be reported in accordance with the timekeeping methods of the Health Unit;
- (d) The Employer reserves the right to limit such time if the time so taken is unreasonable;
- (e) The Employer will not pay for employees' attendance or expenses at arbitration hearings unless requested by the Employer to attend.

Incidental expenses incurred, such as mileage, and time beyond seven (7) hours, etc. will be borne by the Employer.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Association acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer and suspend employees and also the right of the Employer to discipline or discharge any employee for just cause, provided that a

claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged, suspended or disciplined for other than just cause may be the subject of a grievance and dealt with as hereinafter provided.

- 5.02 The Association further recognizes the right of the Employer to operate and manage the Health Unit in all respects in accordance with its commitments and its obligations and responsibilities: to decide, at any time, on the number and type of employees; the specific hours of work of each employee; the assignments given to any employee, the number and location of offices, clinics; to use modern methods, machinery and equipment; the complete jurisdiction over all of its offices.
- 5.03 It is understood that the exercise of these rights shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

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

- 6.02 Prior to the initiation of any grievance, the affected employee shall discuss the matter with the nurses' manager or the Employer representative most closely associated with the circumstances giving rise to the grievance. The nurse shall have a representative of the Association present during such discussions. Failing satisfactory resolution of the problem at the complaint stage, a grievance shall be reduced to writing within ten (10) working days of the grievor's becoming aware of the circumstances giving rise to the grievance and be processed according to Article 6.03.

- 6.03 Step No. 1

The Association shall present the grievance in writing to the Director. The employee shall have the assistance of a member of the Grievance Committee. If a settlement satisfactory to the employee concerned is not reached within ten (10) working days, the next step in the Grievance Procedure may be taken at any time within ten (10) working days thereafter.

Step No. 2

The Association may submit the grievance in writing to the Medical Officer of Health or designate. A meeting may be called within ten (10) working days from the date of the receipt of the grievance, unless mutually extended by agreement of the parties. A representative of the Ontario Nurses' Association and the grievor will be present at this meeting. If a decision rendered is not satisfactory, or if no decision is rendered within ten (10) working days of the date of the Step 2 meeting, the grievance may be referred by either party to Arbitration as provided in Article 7 at any time within twenty (20) working days thereafter.

- 6.04 If no reply is received by the grievor at any step of the Grievance Procedure within the given time limits, the grievance shall be referred to the next step. The Employer will provide the Association with copies of any replies to grievors.
- 6.05 Any of the time allowances provided above may be extended by mutual agreement in writing between the parties. Any time limits referred to in the Grievance Procedure shall be exclusive of Saturday, Sunday, or holidays observed by the Employer, and scheduled days off of the aggrieved employee.
- 6.06 It is understood that either party may submit to the other any complaint with respect to any interpretation, application or alleged violation of this Collective Agreement, including any material of general policy which would not be adequately addressed by an individual grievance. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and be discussed at Step 2 of the Grievance Procedure. Failing a satisfactory settlement within ten (10) working days after the filing of such grievance, the grievance may be referred to arbitration within a further twenty (20) working days.

ARTICLE 7 – ARBITRATION

- 7.01 Both parties to this Agreement agree that any dispute or grievances concerning the interpretation or alleged violation of this Agreement which has been properly carried through all steps of the Grievance Procedure outlined in Article 6 and which has not been settled, will be referred to Arbitration at the request in writing of either of the parties hereto.
- 7.02 The parties agree to utilize the services of a sole Arbitrator, wherever possible. The sole Arbitrator will be selected by mutual agreement. Failing agreement, the sole Arbitrator will be appointed by the Minister of Labour, Ontario.
- 7.03 Within five (5) working days of the request of either party for the appointment of a sole Arbitrator, each party shall notify the other of the name of its nominee. Should the parties be unable to reach an agreement on the appointment of a sole Arbitrator within the five (5) working days, the Minister of Labour of the Province of Ontario will be asked to appoint one on its behalf.
- 7.04 The decision of the sole Arbitrator shall be final and binding on both parties.
- 7.05 The sole Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement, provided that the Arbitrator shall have the right to substitute any other penalty for a discharge or other discipline as the Arbitrator deems just and reasonable in all the circumstances.
- 7.06 The sole Arbitrator in disputes concerning sick leave shall have the power to refer a grievor for an independent medical evaluation prior to rendering a decision.
- 7.07 Each of the parties to this Agreement will bear half (1/2) of the expenses of the arbitrator.
- 7.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

- 7.09 On request of either party, a Board of Arbitration may be utilized in which case the following provisions apply:
- (a) The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Association and a third person to act as Chair, chosen by the other two members of the Board.
 - (b) Within five (5) working days of the request of either party for a Board, each party shall notify the other of the name of its appointee. Should the recipient of the above request fail to appoint an appointee within the five (5) working days, the Minister of Labour of the Province of Ontario will be asked to appoint one on its behalf.
 - (c) Should the person chosen by the Employer to act on the Board and the person chosen by the Association fail to agree on a third person within seven (7) working days of the notification mentioned in section 7.09 b), the Minister of Labour of the Province of Ontario will be asked to appoint a person to act as Chair.
 - (d) The decision of a Board of Arbitration or a majority thereof constituted in the above manner shall be final and binding on both parties. Where there is no majority decision, the decision of the Chair shall be the decision of the Board.
 - (e) The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement, provided that the Board shall have the right to substitute any other penalty for a discharge or other discipline as the Board deems just and reasonable in all the circumstances.
 - (f) The Board of Arbitration in disputes concerning sick leave shall have the power to refer a grievor for an independent medical evaluation prior to rendering a decision.
 - (g) Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and of its own witnesses, and the parties will jointly bear the expenses, if any, of the Chair.
 - (h) No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 8 - DISCHARGE AND DISCIPLINE CASES

- 8.01 In the event that an employee who has attained seniority is discharged or disciplined, the Employer at the time of discharging or disciplining such employee shall inform the employee of the reasons for such action, in writing, and if the employee feels that the discharge or discipline was not for just cause, the case may be taken as a grievance commencing at Step 2 of the Grievance Procedure. At the time of discipline or discharge of an employee, the employee is to be represented by the Local Association. The Employer shall advise the employee of this requirement in advance.

8.02 Such grievance must be presented in writing, dated, and signed within ten (10) working days following the discharge or discipline.

8.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with full compensation for time lost, or by an arrangement which is agreed to by all parties.

8.04 Termination of Temporary Employees

It is understood that a temporary employee who does not provide services for the employer for a period of more than 24 months will be terminated, subject to the provisions of the Ontario Human Rights Code.

New employees will be informed at the time of temporary hire.

ARTICLE 9 – SENIORITY

9.01 Seniority

- (a) In all cases of promotion and staff transfer, appointment shall be made of the senior qualified applicant who possesses the competencies, and ability to perform the available work. Notice of available positions, together with a description of the required qualifications and abilities shall be provided to all staff.
- (b) For all provisions of this Agreement, seniority shall commence and accumulate from the date on which a full time nurse was first employed by the Employer. Seniority is bargaining-unit wide.
- (c) A part-time nurse shall accumulate seniority on the basis of one (1) year for each 1820 paid hours. From July 1, 1997 to December 31, 1999, seniority was accumulated on the basis of 1690 paid hours.
- (d) A part-time nurse whose status is altered to full-time will be given credit for seniority and service on the basis of 1820 paid hours being equivalent to one (1) year of full-time seniority and service and vice versa. In addition, a nurse whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.
- (e) A seniority list showing each nurse's name shall be posted on a bulletin board in each office location of the Employer in February and August. The list shall show date of hire, seniority date, increment date and cumulative hours. A copy of such list will be sent to the Association at the time of posting.
- (f) A newly employed nurse shall be considered a probationary nurse until the nurse has completed three (3) continuous months of service, after which the nurse name shall be placed on the seniority list, and the nurse seniority shall be from the date of the nurse last hiring by the Employer. The probationary period may be extended an additional three (3) months by mutual agreement between the Director and Bargaining Unit President. A written assessment of the nurse's performance will be conducted and

documented. The Employer commits to conduct and document at least one interim review before the end of the probationary period, and a final review at the end of the probationary period.

- (g) During the probationary period, termination shall be deemed to be for just cause. No grievance may be submitted under this Agreement concerning the termination of employment.
- (h) For part-time nurses, the probationary period shall be three (3) full months' worked (420 hours based on a 7 hour day), or equivalent.
- (i) Employees moving to a new position through the job posting procedures need not be considered for a further new posting for a period of six (6) months. This shall not prevent a part-time or contract employee from applying for a full-time position. This shall not prevent a full-time or contract employee from applying for a part-time position.

9.02

Job Postings

- (a) When vacancies occur or new jobs are created, notice of such positions shall be provided to all staff. Posting of these positions is for a period of five (5) working days, except with the written agreement of the Association, during which time employees will have the opportunity to apply and be considered before such jobs are advertised and outside applicants considered. All employee applicants will be notified of the name of the successful applicant after the position is filled.
- (b) Where the employee has been selected in accordance with this Article and subsequently it is determined after sixty (60) working days that the nurse cannot satisfactorily perform the new duties, the nurse shall be returned to the nurse former position, wages or salary rate without loss of seniority.
- (c) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the nurse former position, wage or salary rate without loss of seniority.
- (d) The Employer shall not reassign to persons outside the bargaining unit work performed by members of the bargaining unit if it causes or results in the layoff of members of the bargaining unit.

9.03

Lay Off

- (a) A layoff shall be defined as any reduction of the work force or normal working hours. Should such a reduction seem necessary, the Employer will meet with the Association to discuss the circumstances giving rise to the layoff and to consider suggestions aimed toward minimizing the negative effects of such layoff. All affected employees shall be provided a minimum of eight (8) weeks' notice of a layoff, or pay in lieu thereof.
- (b) A reduction in the normal hours of part time employees will be determined by averaging working hours over the preceding six pay periods. A part time employee who has committed to be available for work and subsequently is unavailable for such work shall have those unworked hours included in the

averaging referred to above, unless the nurse was ill, on an approved leave of absence, or on vacation.

- (c) Employees shall be laid off in reverse order of their seniority within their department, or where departments don't exist, their division, providing those who remain are qualified, and able to perform the available work satisfactorily after a familiarization period of five (5) working days.
 - i) A nurse issued a notice of layoff or displaced by bumping may:
 - (1) Accept the layoff or;
 - (2) Opt to retire if eligible under the terms of the Collective Agreement and OMERS terms; or
 - (3) Elect to transfer to a vacant position (in this Article, a "vacant" position shall mean a position the Employer wishes to fill and for which the internal posting process has been completed and no successful applicant has been appointed) or;
 - (4) Bump the least senior nurse in another department or division provided they possess the required qualifications and are able to do the work satisfactorily after a familiarization period of five (5) working days.

- (d) Similarly, employees shall be recalled from layoff in order of their seniority providing they are qualified, and able to perform the available work.

- (e) No new employee will be hired while qualified satisfactory employees, who are capable of doing the work after a five (5) day familiarization period, are laid off.

- (f) Seniority and service shall be retained during layoffs. The Employer will continue to pay its share of all insured benefit premiums to the end of the month in which the layoff occurs, after which time the employee must pay the full premium cost of maintaining benefits until such time they are recalled or terminated. Employees will provide payments by monthly post-dated cheques.

- 9.04 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
 - i) approved leave of absence with or without pay up to a period of one (1) month in any calendar year;
 - ii) when in receipt of WSIB;
 - iii) when in receipt of Short Term Disability benefits.
 - iv) when on pregnancy/parental leave.

- (b) Seniority shall be retained, subject to paragraphs (a) and (c) hereof, only when an employee is absent from work under the following circumstances:
 - i) approved leave of absence with or without pay;

- (c) Seniority shall terminate and an employee shall cease to be employed by the Employer when the nurse:
- i) resigns for any reason;
 - ii) is discharged for just cause and is not reinstated;
 - iii) is absent without pay for a period of two (2) years by reason of illness or accident, unless prohibited by statute;
 - iv) is absent from work for more than three (3) consecutive scheduled working days without leave and without giving a valid reason;
 - v) does not return to work after an approved leave of absence without giving a valid reason;
 - vi) has been laid off and fails to return to work within ten (10) working days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Health Unit, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
 - vii) is laid off and not recalled to work within the following time frame:
 - A) up to one (1) year's seniority - length of seniority;
 - B) one (1) to five (5) years' seniority - one (1) year;
 - C) five (5) or more years' seniority - twenty-four (24) months.

9.05 All seniority, vacation, accumulated sick leave for those who have remaining credits, and other credits obtained under this Collective Agreement shall be retained and transferred with the nurse if the nurse is reclassified from full-time employment to part-time employment and vice versa.

9.06 A member of the bargaining unit may transfer into a specified position outside the bargaining unit for a specified purpose and for a specified period of time not exceeding six months unless a longer period is mutually agreed. Such member shall retain but not accrue seniority as of the time of transfer out. Upon return to the bargaining unit the nurse shall be credited with this previously retained seniority.

9.07 Where the Employer decides not to fill a vacant position, including gapping, it will notify the Union in writing as soon as is reasonably possible after making the decision.

ARTICLE 10 - ORIENTATION AND PROFESSIONAL DEVELOPMENT

10.01 Nurses shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include:

- (a) Orientation programs shall be developed for all new nurses and prior to any nurse assuming responsibility for a program.
- (b) A staff educational program related specifically to professional development for all nurses including part-time nurses.

This opportunity shall be divided equitably amongst all nurses at the discretion of the appropriate Director.

- (c) Supervision which includes regular performance evaluation will take place. Nurses shall be given copies of all evaluations after they have been appropriately signed.
- (d) Attendance for nurses who are members at professional meetings (for example, RNAO, CNA, OPHA and CPHA), for at least one (1) day without loss of regular salary provided that it does not unreasonably interfere with the efficient operation of the Health Unit, at the discretion of the Director. The maximum number of nurses absent for any one period for this purpose shall not exceed two (2) per office.
- (e) Leave of absence without loss of regular pay to allow a nurse to write the required examination on completion of a course of study relevant to the profession if approved by the Director except when in receipt of Educational Support.

The parties agree that whenever a nurse is chosen by the College of Nurses of Ontario to participate in Practice Review, the provisions of Article 11.01(e) will be interpreted to include the Practice Review Written Assessment and such selection will not require approval by the Director. In such situations, the Director will be informed of the date of the written assessment

- (f) Leave of absence from regular duties without loss of regular pay, fees, travel allowance as set out in Article 16, accommodation, and a meal allowance up to fifty dollars (\$50.00) per day for short courses, workshops and meetings approved by the Director may be allowed. The number of nurses and the selection of nurses allowed to attend to be at the discretion of the Director. *(No reimbursement for alcohol: breakdown of Breakfast \$10.00, Lunch \$14.00, Dinner \$26.00).*
- (g) Notwithstanding the provisions of Article 17 and any other relevant article, where the Director approves the attendance for a short course, workshop or meeting, the employee shall be paid at the nurse straight time hourly rate for all time spent in attendance and in transit as per course curriculum or meeting agenda. The Employer shall also compensate the nurse for all mileage in accordance with Article 16.
- (h) Information concerning courses and workshops will be communicated to nurses as far in advance as possible, so that nurses may make application for leave.
- (i) When a nurse serves in a participatory role for a conference or workshop (i.e. sponsor, presenter, planning committee), the provisions of Article 18 – Hours of Work and Overtime shall apply.

10.02 The Employer agrees to maintain a bargaining unit complement of at least sixteen (16) Full-time Equivalents that must include at least ten (10) full-time positions.

ARTICLE 11 - LEAVES OF ABSENCE11.01 Association Leave

- (a) The Employer will grant leave of absence without pay to not more than three (3) employees at any one time to attend Association conventions and conferences for a period or periods not exceeding in the aggregate thirty (30) days for all the members of the Association in any one calendar year, provided that ten (10) working days' written notice from the Association is given. In the event, that an employee is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, the total aggregate will increase to forty (40) days.
- (b) Association members may request unpaid time for the purpose of association business.
- (c) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leave(s) of absence, salary and benefits will be kept whole by the Employer, and the Association agrees to reimburse the Employer for such salary and Employer contributions to benefits.

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

- (d) During any leaves of absence for Association business, including Local Association business, leave for members of the Board of Directors and the office of President, the Employer shall keep salary and benefits whole and the Local Association or the Association agrees to reimburse the Employer for salary and Employer contributions to benefits.

- 11.02 (a) The Employer may grant leave of absence without pay for a period not exceeding one year if an employee requests it in writing from the Management and does not unreasonably interfere with the efficient operation of the Health Unit, in the opinion of Management, provided that if such leave is for a period in excess of sixty (60) working days, the employee will only be returned to employment when a position for which the nurse is qualified becomes open.
- (b) No leave of absence will be granted for the purpose of taking other employment, except that secondments arranged between another employer and Haliburton, Kawartha, Pine Ridge District Health Unit will be considered. In exercising its discretion under this article with respect to educational leaves of absence, the Employer will consider such factors as length of employment, commitment to return to the Health Unit, personal investment already made, value to the Health Unit and any other factor which the Employer considers relevant.
- (c) Annual vacation credit will be prorated when personal leaves of absence extend longer than 140 hours in a calendar year.

11.03 Witness & Jury Duty

Any employee who is required to be a juror or who is required by any body with powers of subpoena to be a witness shall continue to receive their normal hourly rate up to seventy (70) hours bi-weekly from the Health Unit. The employee shall remit to the Health Unit their cheque for their jury or witness services. In addition:

- (a) Employees must notify their immediate manager within (1) working day after receipt of notice of selection for jury or witness duty.
- (b) Any employee called for jury or witness duty and who is temporarily excused from attendance in court, must report for work if a reasonable period of time remains to be worked in the nurse's shift.
- (c) Employees must furnish a written statement from the proper public official, showing the date and time to be served.

11.04 Parental/Pregnancy Leave

- (a) 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:
 - i) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks. Nurses possessing the service requirement will be eligible for pregnancy leave of up to sixteen (16) weeks in addition to a one (1) week waiting period and a subsequent parental leave of up to sixty-one (61) weeks, total leave of up to seventy-eight (78) weeks, immediately following the pregnancy leave.
 - ii) 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 of or the sudden coming into care of an adopted child.
 - iii) The nurse has the right to return to the nurse's former job, if it still exists, or to a comparable position, if it does not, or to any position for which the nurse is qualified, provided there is no reduction in compensation. A diploma nurse will not automatically be considered unqualified.
 - iv) Parental leave of up to sixty-one (61) weeks is available to birth mother in the bargaining unit who possesses the service requirement of thirteen (13) weeks. Birth mothers who wish to take parental leave must do so immediately following the expiration of their pregnancy leave. All other eligible parents may take this leave within sixty-three (63) weeks of the child being born or coming into care.
 - v) A nurse shall be allowed to commence the nurse's pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.

- vi) A nurse shall continue to accumulate service, seniority and the employer shall continue to pay its share of benefit premiums.
 - vii) 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 the nurses own.
- (b) A nurse who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance parental/pregnancy benefits pursuant to Section 18 and/or 20 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the nurse's regular weekly earnings and the sum of the nurse's weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance parental/pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earning shall be determined by multiplying the nurse's regular hourly rate on the nurses last day worked prior to the commencement of the leave times the nurse's normal weekly hours.

The employer agrees to pay up to six (6) weeks (210 hours) of Short Term Disability from the date of a normal birth according to the employee's entitlement under the STD plan. An employee who receives STD benefits shall have the nurse's Supplemental Unemployment Benefit (SUB) benefits reduced accordingly.

The benefits provided herein are subject to the terms and conditions of the SUB Plan registered with the Employment Insurance Commission.

The Employer agrees to pay 84% of the employee's regular weekly earnings for up to one (1) weeks of an applicable waiting period under the Employment Insurance Act.

11.05

Bereavement Leave

When a death occurs in the family of a nurse or the nurse's spouse, the nurse shall be granted twenty-one (21) hours leave of absence without loss of pay.

An additional twenty-one (21) hours of paid bereavement leave shall be granted in the event of the death of an employee's own current spouse, child, sibling or parent.

When additional leave is necessary, a nurse may request paid compensating time, personal appointment time, vacation time or an unpaid personal leave of absence. Such requests for leave will not be unreasonably denied. Nurses hired before October 1987 who have an accumulated sick leave bank may also utilize this time.

Up to seven (7) hours paid leave of absence shall be granted for each calendar year for the death of a friend. This 7 hours must be taken as one event.

11.06 In cases of illness to a member of an employee's immediate family, a personal leave of absence without pay or accumulated sick leave, compensating time or vacation time with pay may be requested and such leave would not be unreasonably denied.

11.07 Personal Appointment Time

After three (3) months of employment, an employee may take paid time from the work place to attend to personal appointments for the nurse or the nurse's immediate family in increments up to a total of twenty-eight (28) hours per year for full-time nurses and twenty-one (21) hours per year for part-time nurses. Such time may be taken in a minimum of 15 minute increments.

ARTICLE 12 - SICK LEAVE

12.01 Sick leave means a period of time an eligible employee, is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease for which time the employee has been isolated by the Medical Officer of Health or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act. All employees who have completed 420 hours of continuous service will have first day equitable Short Term Disability coverage for up to eighty-five (85) days or 595 hours for every unrelated sickness, provided there is a return to active work of thirty (30) consecutive calendar days.

12.02 Sick leave for full-time employees shall be paid from the first day (day one (1)) of disability for up to eighty-five (85) days for every unrelated sickness provided there is a return to active work from thirty (30) consecutive calendar days as set out below:

Length of Service	100% Salary	75% Salary
3 months but less than 1 yr.	1 week	16 weeks
1 year but less than 2 yrs.	2 weeks	15 weeks
2 years but less than 3 yrs.	3 weeks	14 weeks
3 years but less than 4 yrs.	4 weeks	13 weeks
4 years but less than 5 yrs.	5 weeks	12 weeks
5 years but less than 6 yrs.	7 weeks	10 weeks
6 years but less than 7 yrs.	9 weeks	8 weeks
7 years but less than 8 yrs.	11 weeks	6 weeks
8 years but less than 9 yrs.	13 weeks	4 weeks
over 9 years	17 weeks	0 weeks

12.03 Eligible part-time employees will have first day equitable Short Term Disability coverage pro-rated to correspond to their hours of work for up to eighty-five (85) working days or 595 hours for every unrelated sickness, provided there is a return to active work of thirty (30) consecutive calendar days.

12.04 Accumulated Sick Leave

Staff employed prior to 1990 may have retained accumulated sick leave benefits that can be used in the following circumstances:

- (a) Employees with accumulated sick leave credits are eligible to request to utilize all of these credits as paid time off work while still actively employed.
- (b) As soon as is reasonably possible after the close of each calendar year, each employee shall receive an e-mail reminder to check their accumulated sick leave credits.
- (c) On retirement or separation or resignation, an employee shall be entitled to an amount equal to the nurse's current salary for one-half (1/2) the number of days (maximum 90 days) standing to the nurse's credit.
- (d) In the event of the death of an employee having accumulated sick leave benefits to the nurse's credit, the value of such leave calculated pursuant to Article 13.04 (c) shall be paid to the employee's estate, or designated beneficiary.

- 12.05
- (a) A nurse may be required to produce a report from a medical practitioner indicating that the nurse is able to return to work to carry out the nurse's duties following a period of illness, or at any other time as requested by the Employer.
 - (b) The cost of all medical notes and/or Health Care Practitioner Forms shall be reimbursed by the Employer once proof of payment is produced by the nurse, to a maximum of \$25.00. Such payment will not be taxed. (NOTE: This does not include LTD applications or WSIB medical forms. These are forms that employees must complete to access benefits, they are not required by the Employer.)

12.06 When an employee is given leave of absence without pay for any reason for more than one (1) month or is laid off on account of lack of work and returns to work upon the expiration of such leave of absence or layoff, the nurse shall not receive sick leave credit for the period of such absence, but shall retain the nurses cumulative credit, if any, existing at the time of such leave or layoff, provided it was not paid out in accordance with Article 13.04.

12.07 Sick leave is granted to the nurse to compensate the nurse for the nurse's own illness or as defined in Article 12.01.

12.08 Illness in the Family

In the event that a nurse should have a serious illness in the family, the following principles shall apply:

To qualify for paid sick leave (employee illness-STD), in the event of illness to a nurse's spouse/common law, including same sex, child, or parent, the nature and circumstances of the illness should be sufficiently serious to threaten the health of the nurse, and, where an application for paid sick leave is made, the Director/Manager shall request, and the nurse shall provide a note from the nurse's physician which certifies that the above-noted requirements have been met. The nurse shall ensure that such a note indicates that the nurse was unfit to perform the nurse's duties, because of the level of stress and anxiety experienced, especially if the illness to the family member requires radical treatment or is life-threatening.

12.09 If a nurse is in receipt of WSIB or on a bereavement leave during a period of scheduled vacation or prior to going on vacation, the nurse shall be credited with vacation to be scheduled as such at another time. The same conditions shall apply in the case of illness, if substantiated by a medical certificate. No medical certificate shall be required where the nurse notifies the nurse's manager in advance of the scheduled vacation time being taken.

12.10 The parties recognize the benefits of a formal return to work programme. Jointly, the parties will ensure meaningful employment is provided for both permanently and temporarily disabled employees. Every effort shall be made to place disabled employees in their regular classification and work location.

The parties recognize the joint responsibility to accommodate disabled workers. The Employer will meet with the Association whenever a situation for modified work or accommodation arises to discuss, assess, design and implement such arrangements. Accommodation may require alterations to the workplace, to the way in which work is carried out, change in hours worked or other mutually agreed upon arrangements.

Upon notification of a situation requiring modified work or accommodation, the parties will meet jointly with the employee to discuss requirements of the accommodation based on the medical information provided. The parties will develop a plan and monitor the plan on a regular basis. The responsibility to fully participate and cooperate in the plan shall be jointly shared by the Association, the Employer and the Employee. Employees participating in the programme may not be required to be available for standby, call back or overtime work. The employees' restrictions and the weekend work requirements shall determine whether or not weekend work will be scheduled for the employee. The parties shall review and monitor policies and practices that impact the return to work and accommodation process.

ARTICLE 13 – PENSION AND BENEFITS

13.01 Pensions

- (a) All employees must join as a condition of employment the Ontario Municipal Employees' Retirement System Basic, as amended from time to time with contribution rates as set out in the OMERS plan.
- (b) Employees who retire will be entitled to extended health care benefits, up to age 65 as set out in Article 13.03 (a) (iv).
- (c) When a nurse is in receipt of Short Term Disability at 75%, deductions and remittances to OMERS will be made as if at 100% pay.

13.02 Workplace Safety & Insurance Board

When an employee is absent owing to incapacity and an award has been made by the Workplace Safety & Insurance Board, the employee shall receive the difference between the nurse's salary and the amount of such award to the extent of the nurse's accumulated sick leave credits, or in the event an employee does not have sick credits to the extent of the nurse's short term disability plan entitlement, such amount or amounts to be deducted from the employee's accumulated sick leave credits, or from the employee's entitlement under the short term disability plan.

13.03 (a) Group Insurance

The Board agrees to contribute eighty percent (80%) of the billed premium for a Group Life Insurance Plan, including Life Insurance, Accidental Death and Dismemberment, Long Term Disability and Extended Health Care for all employees who have completed three (3) months employment, are actually at work, except that the employer's premium contribution will be continued for employees who are being paid under Article 12.

Dependent coverage includes common law and same sex partners and their dependents.

The benefits subject to the eligibility requirements of the plan to be at least equivalent to the present provisions provided under the Mutual Life Fifteen/Fifty Group Plan as follows:

- i) Life Insurance - 2 X Amount of salary.
- ii) Accidental Death and Dismemberment
- iii) Effective January 1, 2007, Long Term Disability - 66-2/3% of earnings with a cap of payment \$5000 per month.
- iv) Extended Health Care - Participation in the extended health care benefit is optional and includes: Hospital benefit, drug benefit, supplementary Health Care benefit, Vision Care benefit of a biennial eye examination unless covered by OHIP, and \$400.00 per each two (2) year period to a maximum yearly deductible of \$10 single/\$20 family coverage on no co-insurance factor and as defined in the Benefits Details employee handbook.

- (b) The Board agrees to contribute 75% of the billed premium for a Dental Plan that includes:

100% coverage; no deductible; current ODA fee schedule; 9 month recall; basic plan with endodontic, periodontic, denture reline, rebase and repair to maximum benefit of \$1,750.00.

- (c) Orthodontics 50/50 co-payment to a maximum of \$1,500.00 life time limit.
- (d) When an employee retires between the ages of 55 to 65 years, and elects to continue in the Employer's Group Life Insurance, AD&D, Extended

Health Care and Dental, the Employer agrees to continue to pay at the cost-sharing arrangement in place at the time of retirement.

- (e) The Employer agrees to pay Extended Health Care and Dental to the actively employed nurse over age 65, the amount of the current cost sharing agreement, for extended health care and dental of the current employees under age 65.
- (f) Employee and Family Assistance Program – The Employer will provide to all employees, at the time of hire, an Employee and Family Assistance Program (EFAP).

13.04 The Board of Health may change the carrier for the group insurance, provided there is no reduction in coverage.

13.05 The employer will continue to pay its share of premiums for those employees who are in receipt of LTD benefits during the nurse's "own occupation" phase provided such employee prepays the nurse's share. Those employees whose LTD claim is under appeal shall be permitted to continue participation in the Employer's benefit plans until at least such time as the appeal process has been exhausted provided the employee has pre-paid the nurse's share and the employer's share of premiums.

The parties agree that an employee who is on LTD during "any occupation" phase shall be permitted to continue participation in the Employer's benefit plans provided such employee has pre-paid the nurse's share and the employer's share of premiums.

ARTICLE 14 – VACATIONS

14.01 Full-time employees are entitled to annual leave of 140 hours. If a nurse terminates the nurse's employment prior to earning the nurse's used vacation credit, the Employer shall recoup such over-payment from the employee's pay.

14.02 An employee with less than one (1) year of continuous service shall be entitled to vacation proportionate to the length of service, calculated as follows:

Number of days of employment / 365 x full time entitlement of 20 days, rounded to the nearest half-day, converted to hours.

14.03 Annual leave may be taken in 30 minute increments. An employee shall be entitled to take annual leave in an unbroken period.

14.04 (a) An employee shall be granted five (5) additional days of annual leave after thirteen (13) years of service to a maximum of twenty-five (25) working days.

(b) An employee shall be granted five (5) additional days of annual leave after twenty (20) years of service to a maximum of thirty (30) working days.

(c) An employee shall be granted an additional three day (s) of annual leave at thirty (30) years of service. These three full days are provided on January 1st of the year of the employee's 30th anniversary.

Credits for additional vacation shall be applied on a pro-rated basis once the service level has been reached.

These provisions shall apply on a proportionate basis to part-time employees.

- 14.05 Where two or more employees request vacation for the same time and the Employer is unable to grant all requests, the granting of such request shall be based on seniority.

For clarity, requests for time off during these time frames shall be as follows:

March Break shall be made no later than January 15th and will be approved no later than January 25th.

Summer time (which is any time between June 1st and September 15th) shall be requested by April 1st and will be approved by April 15th.

Christmas time shall be requested no later than October 1st and will be approved no later than October 15th.

All other requests for time off shall be considered on a first come first serve basis. No requests for time off shall be unreasonably denied. Any requests for time off shall be responded to no later than ten (10) business days after the written request has been submitted (unless otherwise agreed to in this collective agreement).

- 14.06 An employee terminating the nurse's employment at any time in the nurse's vacation year, before the nurse has had the nurse's vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

- 14.07 A permanent part-time nurse with a regular work schedule shall receive vacation credits pro-rated.

The provisions of article 14.04 shall apply to permanent part-time nurses.

- 14.08 As soon as possible after the end of each calendar year, all employees will be sent an email requesting they verify their credits.

ARTICLE 15 - PAID HOLIDAYS

- 15.01 (a) The following paid holidays shall be paid to eligible employees at regular rates of pay:

New Year's Day	Civic Holiday
Family Day (3 rd Monday in February)	(1 st Monday in August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Day before Christmas
Canada Day	Christmas Day
Remembrance Day	Boxing Day
	Day before New Year's

- (b) An eligible employee as used in this Article is a nurse who:

- i) performs work during the payroll period in which the holiday is observed, except when absent due to verified illness or other approved paid absence;
 - ii) works as scheduled or assigned both in the nurse's last scheduled work day prior to and the nurse's first scheduled work day following the holiday, except when absent due to verified illness or other paid absence.
- (c) where a part-time nurse satisfies the qualifiers of Article 15.01(b), the nurse shall receive seven (7) hours pay at the nurse's regular hourly rate of pay for the paid holiday not worked, referred to in Article 15.01(a);
- (d) Any other day proclaimed as a holiday by the Federal or Provincial government shall be recognized as an additional day.

15.02 When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be recognized as a day off with pay, provided that such Friday or Monday shall not have already been recognized as the day off, in which case the next regularly scheduled working day shall be recognized as the holiday.

ARTICLE 16 - TRANSPORTATION ALLOWANCE

16.01 (a) Employees who are required to use their personal vehicles on the Employer's business shall be paid per km. All calculations are to be made at the end of each month on all distances necessarily travelled on business for the Employer. Mileage will not be adjusted down.

Employees will be remunerated in accordance with Canada Revenue Agency automobile allowance rates as published annually at <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/pyrll/bnfts/tmblllwnc/rts-eng.html>.

(b) Emergency towing service will be provided by the Employer when such service is necessary, and the car is being used for the services of the Health Unit.

Such towing service will not be provided to enable an employee to get to and from work, unless the service is required while an employee is in transit to or from a conference, convention, meeting, etc. Towing service so provided will be to the nearest facility capable of providing emergency services.

When an employee is authorized to proceed directly from the nurse's residence to the place of work other than the nurse's respective office, e.g., home visits; or when an employee is proceeding to another office to which the nurse has been temporarily assigned; the nurse shall be allowed compensation for distance travelled from residence to place of work or from office to place of work, whichever is the lesser.

In the case of reporting to an office to which an employee has been temporarily transferred, the nurse shall also be compensated for time spent travelling.

ARTICLE 17 - WAGES AND CLASSIFICATIONS

17.01 The Wage Rates and Job Classifications are set forth in Appendix "A" and shall remain in effect for the duration of this Agreement.

The parties agree to meet to discuss salary payment arrangements to mitigate the financial impact of years with 27 pay periods.

17.02 When an employee is promoted to a higher rated classification, the employee shall be placed in the appropriate level of the higher paid classification which will provide a minimum of \$1,000 increase over her previous annual salary. The date of the promotion to the new classification shall become the anniversary date for application of the salary progression.

17.03 When an employee is assigned on a temporary basis to a position paying a lower rate, the nurse rate shall not be reduced.

17.04 All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary, shall be effective on the date of such occurrence. Full-time employees shall receive incremental increases on their anniversary date of employment. Part-time employees shall receive incremental increases when they have completed the appropriate number of hours worked, on the basis that 1400 hours is equivalent to one (1) year.

17.05 Beginning Salaries - At the time of hire, an employee, excluding temporary employees may make application in writing for recognition of recent experience year for year, as a RN with another Employer to the maximum of the grid. The employee shall furnish documentation to support the claim, and once the claim has been established, the employee will be placed on the grid accordingly, and retroactive credit to the start of employment with the employer will be given.

If a period of more than two (2) years has elapsed since the employee has occupied a full time or part time nursing position, then the number of increments paid, if any, will be at the discretion of the employer.

17.06 Temporary Certificate Nurses - shall receive the appropriate registered nurses' pay from date of employment. If the nurse fails to acquire degree or diploma and College of Nurses Certificate of Competence, at the next available opportunity for the examination after the date of hiring, the nurse's employment will be terminated on that date.

17.07 New Classifications

When a new position appropriately covered by this Agreement is established, notification of the change and the job description will be forwarded to the Association and the salary shall be the subject of negotiations between the parties. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary shall be retroactive to the time the classification was first filled by the nurse.

17.08 Reasonable efforts will be made to accommodate the request of a part time employee who expresses an interest in working full time by combining a part time vacancy in addition to the nurse current position provided the employee would be awarded the position under the normal job competition procedures.

17.09 Temporary Employee

It is understood that the intent of temporary positions is not to replace permanent on-going positions. Whenever temporary work is available and offered to temporary employees, if the employer determines that such work will become permanent, the employer will post the new positions as per Article 9.02.

The parties agree that the following conditions apply to temporary employees:

- (a) The term “temporary employee” denotes a term of employment which may refer to either a fixed term of employment, or a project not to exceed six months, or for covering an extended leave for the duration of that leave.
- (b) No temporary employee shall be retained where employees with seniority will be laid off or are on layoff, provided said employees are qualified, able and willing to perform the required work.
- (c) Temporary employees will be covered under all provisions of the collective agreement, save and except:
 - i) Articles 9.03 (a), 10.01, 11.02, 11.04, 11.06, 11.07, 12, 13.01, 13.03, 14.01 to 14.08, 15.01, 17.06, 18.06 (c), 18.06 (d), 20.05 and 20.06.
 - ii) Provisions for keeping an employee’s salary and benefits whole in articles 4.01, 4.02 and 11.01 will not apply.
 - iii) A temporary employee who is successful in obtaining permanent employment with the Employer will be credited with the nurse’s service as a temporary employee in determining grid placement as well as applying the provisions of Article 17.06, vacation entitlement (1820 hours equals one year), and STD where such temporary service meets the requirements of Article 12.01).
- (d) A temporary employee who is elected to an ONA office will be paid directly by ONA.
- (e) Temporary employees will not normally be required to be on standby. However, whenever such is required by the employer Article 18.01 (d) will apply.
- (f) Bereavement Leave – Article 11.05 – A temporary employee shall be granted bereavement leave without pay.
- (g) Appendix A – Salary Schedule will apply, including Article A.02, percentage in lieu.
- (h) Holiday Pay will be governed by the Employment Standards Act as it was on December 31, 2001.

- (i) Vacation Pay for temporary employees is 6%.
- (j) Calculation of seniority will be as set out in Article 9.01 (c) of the collective agreement.
- (k) Temporary staff will be subject to a probationary period equivalent to three full months or 420 hours worked.

17.10 Scheduling of Temporary Staff

- (a) Call in of temporary staff will be done within the geographic area in which the activity is taking place, or where the work is required to be done.
- (b)
 - i) Temporary employees will declare their availability to the Employer for each quarter and the employer will schedule as per Article 9 above according to the employee's availability.
 - ii) Temporary employees will be scheduled and paid for a minimum of three (3) hours per day scheduled.
 - iii) Should the employer determine that the temporary employee will not be required to work as scheduled, the employer will incur no costs if the temporary employee is cancelled forty-eight (48) hours prior to the start of the scheduled shift.

17.11 Scheduling of Temporary Vaccinators

- (a) Call in of Vaccinators will be done within the geographic area of the Health Unit.
- (b)
 - i) Vaccinators will declare their availability to the Employer for each quarter.
 - ii) Vaccinators must work a minimum of 50% of the clinic days available for temporary vaccinators per round to remain on the temporary vaccinator roster. The Employer will communicate the number of clinic days available in advance of each round.
 - iii) The Employer will schedule additional available clinic days based on seniority and employee availability.
 - iv) All vaccinators in the temporary classification will be assigned an equitable number of available clinic days per round, by seniority, and availability.
 - v) Vaccinators will be scheduled and paid for a minimum of three (3) hours per day scheduled.
 - vi) Should the employer determine that the vaccinator will not be required to work as scheduled, the employer will incur no costs if the vaccinator is cancelled forty-eight (48) hours prior to the start of the scheduled shift.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 (a) Overtime is defined as:

Work in excess of nine (9) hours in a day; or

commencing earlier than 7:00 a.m.; or

terminating after 10:00 p.m.; or

work performed on Sundays, paid holidays or scheduled vacations;

(b) When a nurse is required to work overtime as authorized by the Director or the nurse's designate, the nurse shall have the alternative of taking time off at time and one-half (1-1/2) at a time mutually arranged or payment at the rate of time and one-half (1-1/2) times her normal rate.

(c) Standby

The Employer will advise the Association thirty (30) days prior to the implementation for standby for any part of the employer's operations.

i) Standby will be distributed equitably in a programme area and the standby schedule will be developed in consultation with affected employees and posted in advance.

ii) Employees scheduled to be on standby during the weeks containing Christmas (Dec 24, 25 and 26) or New Year's (Dec 31 and January 1), shall be scheduled by seniority on a rotating basis.

iii) Should employees be required to report to an office or to make a visit, such employees shall be compensated at time and one half or two hours, whichever is greater.

iv) Nurses required to be on standby shall ensure their availability and accessibility and respond to the Health Unit in accordance with departmental procedures. In the extraordinary circumstances that an employee is unable to fulfil these requirements, it is the employee's responsibility to make alternative arrangements and inform the nurse's Manager.

v) Employees required to be on standby will be compensated on a weekly basis at the rate of \$425.00 per week or may bank 14 hours of compensating time, whichever the employee chooses.

Any work done while responding to a call while on stand-by will be paid as compensating time at the appropriate rate.

When an employee is on standby during a week that includes paid holidays as outlined in Article 16.01, the employee shall receive 7 hours of banked compensating time for each paid holiday, in addition to the \$425.00 per week or the fourteen (14) hours of compensating time, whichever the employee chooses.

Should two employees share a standby week, this shall be done on an exchange of call basis. Only the person assigned to be on standby shall be paid by the Employer.

Should two employees share the standby on a paid holiday they will each receive a pro-rated portion of the 7 hours of available compensating time.

Employees who are required to accompany students in an overnight work assignment shall receive a premium payment of \$150/night.

- (d) For known weekends work related to planned initiatives such as immunization clinics, the schedule will be posted four (4) weeks in advance of a six (6) week schedule.

For unplanned work that occurs on a weekend, such as a special initiative or absence coverage for someone who is on-call, nurses shall be assigned to meet the needs of the program on the following basis:

- i) Requesting volunteers within the department and scheduling the most senior volunteer first;
- ii) The least senior nurse, within the department, who has not worked a Saturday in the past thirty-four (34) days, shall be assigned, should there be insufficient volunteers.

- (e) Nurses required to respond to emergencies when not scheduled for Standby shall be compensated at time and one-half (1-1/2) or for two (2) hours, whichever is greater.

18.02 A nurse who works up to two hours beyond the nurse's scheduled shift in a day will have the nurse's compensating bank credited with such hours at straight time.

18.03 Compensating credits cannot exceed fifty-two and one half (52.5) and unconverted overtime credits cannot exceed fifty-two and a half (52.5) seventy-eight and three quarters (78.75 converted) hours at any one time, prorated for part-time employees based on their FTE status. The granting of compensating time shall be based on seniority should a conflict arise. Full-time and part-time nurses may elect to receive up to an annual maximum of thirty-five (35) hours bank time pay-out provided a request is made in the appropriate timekeeping system in May and/or November of each year.

- (a) Compensating/overtime credits are not removed from the applicable bank until the time is taken. Where a compensating or overtime bank is at its maximum or would move it to its maximum at this event and an employee triggers compensating time the following shall apply:
- (i) Where the article provides a payment or compensating or overtime time credit choice, the employee will be deemed to have chosen the payment;
 - (ii) Where the language does not provide a choice the time shall be paid out as its applicable rate.

- 18.04 (a) Full-time employees who request part time work shall specify the number of hours during the pay periods in each calendar year they are prepared to be available, minus vacation entitlement. If the change in status from full time to part time is acceptable to the Employer based on the employee's availability, the Employer shall determine whether the remaining portion of the full time position will be posted, posted as part time, or combined with an existing part time position and posted as a full time position and will notify the Association of such movement. Seniority and service will be calculated as per Article 9.01.
- (b) Part-time employees shall be assigned over the period of their employment in the calendar year the hours of work that they have committed to be available at the time they became part-time. Should the Employer require a change in the part time employee's commitment due to a change in requirements, the Employer shall give such employee thirty (30) calendar days' notice.
- 18.05 Work that is assigned inconsistent with Article 18.06 will be paid at time and one half.
- 18.06 (a) If the Employer wishes to change the hours or days of work of any employee it will provide the employee with at least two weeks' notice. Changes to hours or days of work requested by the employee shall be subject to the approval of the Employer and where no additional costs apply.
- (b) The Employer will make every effort to avoid requiring split shifts.
- (c) A Saturday shift may not be assigned to an employee within thirty-four (34) calendar days of the last Saturday shift worked by that employee. No more than six (6) Saturday shifts may be assigned to an employee in any calendar year. Notwithstanding the above the Employer may assign an employee to work more frequent Saturday shifts provided the Employer provides to the Association a copy of a note from the employee agreeing to work those specific more frequent Saturdays.
- (d) Employees assigned to work a Saturday shift who report to work as scheduled but finds there is insufficient work, will be paid for a minimum of two (2) hours, unless notified forty-eight (48) hours in advance of the scheduled shift start that the employee will not be needed. In lieu of pay, the employee may elect to place such hours in the nurse's comp bank.
- (e) Within the employees' availability and the ability to perform the required work, the Employer will make bona fide efforts to equitably distribute the evening and Saturday work among members of the bargaining unit working within the relevant program.
- 18.07 For all hours worked on Saturday, except those paid at one and one-half times the regular rate of pay, or for which the call-out provisions apply, a premium of two dollars (\$2.00) per hour worked will apply.

ARTICLE 19 - NO STRIKES, NO LOCKOUTS

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

ARTICLE 20 – GENERAL

- 20.01 The Employer shall provide all new employees hired with their classification and salary rate at the time of hiring.

20.02 Copies of the Agreement

A copy of this Agreement in mutually suitable form on office supplied material will be issued by the Employer to each nurse now employed and as employed. Costs will be shared by the Employer and the Association.

20.03 Bulletin Boards

The Employer shall provide a bulletin board in each office of the Employer which may be used by the Association.

20.04 Retirement

The retirement age for all employees shall be as established by legislation. Employees will notify the employer at least ninety (90) days in advance of the date they wish to retire or as outlined by the employee pension plan.

20.05 Resignations and Terminations

- (a) An employee who wishes to resign will submit the nurse's resignation thirty (30) days prior to the effective date of resignation.
- (b) On termination, the Employer shall give the following notice:
- i) Four (4) weeks if the nurse's employment is less than four (4) years.
 - ii) As per the Employment Standards Act if the nurse's employment is four (4) years or more.

- 20.06 In the event a member experiences damage to clothing during the exercise of the nurse's duties the nurse may be reimbursed up to fifty dollars (\$50.00) on the submission of a claim approved by the Director.

- 20.07 (a) The Employer will notify the Association of the following:
- i) Names and classification of all newly hired nurses
 - ii) Changes in status(full-time/part-time)
 - iii) Pregnancy/parental leaves of absence
 - iv) Absences related to WSIB and LTD
 - v) Retirements, resignations or terminations

The Association will ensure the membership is aware of the Employers obligation to disclose the above information. In ratifying the collective agreement, ONA members agree with the Employer's obligation to provide this information to ONA.

- (b) An officer of the bargaining unit will be provided with an opportunity to meet with new hires during their probationary period for a period of thirty minutes.

20.08 Personnel Files

(a) Performance Documentation

A copy of any completed evaluation which is to be placed in a nurse's file shall first be reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add the nurse's views to such evaluation prior to it being placed on the nurse's file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse.

(b) Access to Personnel Files

Each nurse shall have reasonable access to all the nurse's files for the purpose of reviewing their contents in the presence of nurse's manager or other member of Management designated by the Employer's policy. If the nurse so desires, the nurse may be accompanied by a representative of the Association. Copies of the documents in the files will be provided to the nurse at the nurse's request.

No document shall be used against a nurse where it has not been brought to the nurse's attention in a timely manner.

(c) Sunset Clause

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

20.09 Criminal Information Search

All employees whose work requires them to have contact with children or vulnerable adults will provide the Employer with a current S/B CRC/VSC on employment for new employees, and as required by position for current employees. The cost for current employees will be borne by the Employer.

20.10 Professional Responsibility/Workload Procedure

Work of all Health Unit staff is enhanced if concerns related to practice, fluctuating workloads, and fluctuating staff levels are resolved in a timely and effective manner.

- (a) When a workload concern is identified, the employee may discuss the situation with department/office colleagues where appropriate to develop strategies to meet workload requirements using their available resources.

Such discussions may be documented informally if desired, but no formal reporting is required.

- (b) If the workload concern cannot be resolved at the colleague level, employees will contact their manager to assist in developing strategies. The employee can choose to have a union representative present during discussions to resolve the concern and at any point going forward during the process. To raise a workload concern with a manager, established lines of communication may be used, for example, an email that outlines the workload concern, including efforts already made to address the concern, the manager must respond within 48 hours to initiate a problem solving response. The employee will work with the manager to resolve the workload concern.
- (c) If the manager and employee are able to reach a mutually agreeable resolution to the workload concern and there is little potential for the situation or incident to be repeated or to be unsustainable no formal reporting is required. An email from either the employee or the manager to the other outlining the agreed-upon resolution to the concern will be sent and acknowledged by all. Management may document the resolution if considered desirable.

Examples of an unsustainable situation may include but are not limited to the following:

- i) The concern/incident occurs repeatedly
 - ii) Staff/clients/workplace are at risk
 - iii) A backload of work is never completed, or
 - iv) Certain staff are repeatedly disadvantaged by being asked to do extra work, or to work outside their skill level and/or scope of practice.
- (d) If the manager and employee are not able to reach a mutually agreeable resolution to the workload concern, the matter will be taken to the director for consideration. If a mutually agreeable solution is found with the director, an email from the employee, the manager or the director to all of the other parties outlining the agreed-upon resolution to the concern will be sent and acknowledged by all. Management may document the resolution if considered desirable.
 - (e) If the manager and employee are able to reach a temporary mutually agreeable resolution to the workload concern, but there is the potential for the situation or incident to be repeated or to create an unsustainable situation, the matter will be taken to the director for consideration, the director must initiate a problem solving response within 48 hours. If a mutually agreeable solution is found, an email from the employee, the manager or the director to all of the other parties outlining the agreed-upon resolution to the concern will be sent and acknowledged by all.
 - (f) If after consulting with the director, there remains the potential for the situation to be repeated or to be unsustainable, or if a mutually agreeable resolution to the workload concern wasn't found, then a written workload complaint will be completed by the employee with the manager and/or

director. The employee may elect to have a union representative complete the written complaint on his/her behalf.

- (g) A sub-committee of the Labour Management Committee (LMC), hereinafter referred to as the Workload Sub-committee, will be scheduled to meet on a monthly basis. The workload sub-committee will be comprised of the Bargaining Unit President (BUP), another Bargaining Unit member of the LMC, the Director, Corporate Services and the CNO, or the nurse's designate.
- (h) The written complaints will be reviewed by the workload sub-committee. The workload sub-committee will review the information provided, and may request additional information from either the employee or the manager. To the extent possible, the employee and the manager involved in the workload complaint should be available during the workload sub-committee meeting in the event that additional information is required.
- (i) The ONA Public Health Unit Professional Responsibility Workload Report Form and Guidelines for Use document, which outlines the requirements for a workload complaint will be utilized.
- (j) Summary reporting of workload complaints will be provided by the Director, Corporate Services to the LMC. The LMC may also engage in discussion regarding broader themes arising out of the workload complaints with the goal of identifying organizational solutions.
- (k) In the event the workload concerns are not resolved, the Collective Agreement's grievance process may be utilized.

ARTICLE 21 – DURATION

- 21.01 This Agreement shall remain in force and effect for a term commencing on the first (1st) day of January 2020 and terminating on the thirty-first (31st) day of December 2021, and thereafter from year to year unless either party gives notice in writing to the other not more than ninety (90) days prior to the expiration date thereof of that party's intention to terminate this Agreement or to renegotiate revisions thereof.

SIGNING PAGE

DATED AT Haliburton Ontario, this 26 day of February, 2021

FOR THE EMPLOYER:

"Angela Vickery"

FOR THE ASSOCIATION:

"Spencer Jones"

"Janice Ballam-Lewis"

"Lisa Davey"

"Catherine MacDonald"

"Shelley Shaughnessy"

**APPENDIX
"A"**

**SALARY
SCHEDULE**

Program Coordinator	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	25 Years
1- Jan- 20	Hourly	44.00	44.94	45.91	46.86	47.81	48.77		49.75
	Annual	80,080.0 0	81,790.8 0	83,556.2 0	85,285.20	87,014.2 0	88,761.4 0		90,545.0 0
1- Jan- 21	Hourly	44.66	45.61	46.60	47.56	48.53	49.50		50.50
	Annual	81,281.2 0	83,010.2 0	84,812.0 0	86,559.20	88,324.6 0	90,090.0 0		91,910.0 0

Public Health Nurse	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	25 Years	
1- Jan- 20	Hourly	42.40	42.99	43.59	44.18	44.78	45.37	45.96	46.56	47.49
	Annual	77,168.0 0	78,241.8 0	79,333.8 0	80,407.60	81,499.6 0	82,573.4 0	83,647.2 0	84,739.2 0	86,431.8 0
1- Jan- 21	Hourly	43.04	43.63	44.24	44.84	45.45	46.05	46.65	47.26	48.20
	Annual	78,332.8 0	79,406.6 0	80,516.8 0	81,608.80	82,719.0 0	83,811.0 0	84,903.0 0	86,013.2 0	87,724.0 0

RN(Vaccinator)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	25 Years	
1- Jan- 20	Hourly	40.12	40.70	41.31	41.90	42.49	43.10	43.69	44.27	45.16
	Annual	73,018.4 0	74,074.0 0	75,184.2 0	76,258.00	77,331.8 0	78,442.0 0	79,515.8 0	80,571.4 0	82,191.2 0
1- Jan- 21	Hourly	40.72	41.31	41.93	42.53	43.13	43.75	44.35	44.93	45.84
	Annual	74,110.4 0	75,184.2 0	76,312.6 0	77,404.60	78,496.6 0	79,625.0 0	80,717.0 0	81,772.6 0	83,428.8 0

RPN	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	25 Years	
1- Jan- 20	Hourly	29.92	30.50	31.09	31.68	32.28	32.86	33.25	33.50	34.16
	Annual	54,454.4 0	55,510.0 0	56,583.8 0	57,657.60	58,749.6 0	59,805.2 0	60,515.0 0	60,970.0 0	62,171.2 0

1- Jan- 21	Hourly	30.37	30.96	31.56	32.16	32.76	33.35	33.75	34.00	34.67
	Annual	55,273.4 0	56,347.2 0	57,439.2 0	58,531.20	59,623.2 0	60,697.0 0	61,425.0 0	61,880.0 0	63,099.4 0

- A.02 Temporary nurses shall be paid salary and increments in accordance with time worked. The salary rate will be

$$\frac{\text{Annual Rate} + 10\%}{1820}$$

The percentage in lieu is paid in lieu of all fringe benefits save and except salary, vacation pay, holiday pay, reporting pay, court attendance, bereavement leave, and educational allowance.

Percentage in lieu of benefits

Effective July 1, 1992, part-time nurses shall receive, in addition to their hourly wage, a percentage in lieu of benefits of ten percent (10%).

This percentage is paid in lieu of all fringe benefits save and except:

- vacation pay
- holiday pay
- reporting pay
- jury & Crown witness duty
- bereavement leave
- education allowance
- transportation allowance
- overtime
- salaries

$\$xx.xx/hr. \times 0.10 = \% \text{ in lieu}$

(Appropriate straight time hourly rate X ten percent = Percentage in lieu of benefits)

Classification Note: Effective July 1, 1992, entitlement for the Paid Holiday not worked is as per Article 15.

- A.03 Yearly increments shall apply on anniversary date of commencement of employment.

LETTER OF UNDERSTANDING

Between:

HALIBURTON, KAWARTHA, PINE RIDGE DISTRICT HEALTH UNIT
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

RE: COMPRESSED WORK WEEK

The parties agree that where requested, compressed work week (CWW) schedules, for full time employees only, may be implemented. The following principles apply:

General Principles:

1. Full time nurses may request to work a CWW schedule, which will be considered in light of organizational and program requirements as defined by Department Directors in departmental policies and procedures, including the defined minimum staffing requirements. In the approval of CWW requests, management will first ensure the operational requirements of the Health Unit and department are met. The CWW schedule cannot interfere with the nurse's ability to carry out assigned duties and/or meet program demands.
2. Nurses subject to staffing minimums will be required to include in their proposed CWW schedule vacation time and other applicable time away from work, for the applicable schedule before being approved for a CWW schedule. CWW days off requested for days already scheduled as a pre-approved vacation day will not be approved.
3. It is understood that emergency situations may arise which require the suspension of CWW schedules. Should such an emergency arise, suspensions will be on the approval of the Medical Officer of Health.
4. Nurses are expected to plan and/or adjust their schedules to ensure attendance at department, team and organizational meetings.
5. Nurses will make every effort to maintain a pattern of shifts for the entire quarter.
6. Nurses will be held accountable for ensuring the accuracy of their schedules. The ability to work CWW may be revoked in the event a nurse fails to ensure the accuracy of the nurse's schedule at the end of a pay period.
7. If a Manager and a nurse are not able to reach a mutually agreeable resolution to a CWW request, the matter will be taken to the Director for consideration. The Association can be brought in at any time.

8. Denied requests or unresolved conflicts shall be brought to the attention of the Bargaining Unit President and Director of Corporate Services for review.
9. Any unresolved issues may be addressed through the grievance process.

Hours of Work and Overtime

1. Normal hours of work shall be no less than seventy (70) hours per pay period.
2. In any given CWW schedule, the nurse must be scheduled at least eight (8) days per pay period (excluding pay periods with stats).
3. Nurses on a CWW schedule must work during the core business hours of 9:30 a.m. to 3:30 p.m. on scheduled work days of seven (7) hours or more unless program or operational requirements necessitate otherwise (e.g. evening events), in which case, nurses are expected to adjust their schedule/shift (start/stop times) to meet program requirements.
4. To maximize the amount of time nurses are working during hours the Health Unit is open to the public, scheduled work days of seven (7) hours or more cannot begin before 7:00 a.m. or end before 3:30 p.m.
5. All nurses are required to take a minimum thirty (30) minute meal break after five (5) consecutive hours of work.
6. Any hours worked beyond the scheduled CWW hours for that day, up to a maximum of two (2) hours, shall be considered compensating time.
7. Any hours worked beyond the two (2) hours of compensating time will be considered overtime.
8. Accrual of compensating time and/or overtime on a scheduled working day that is longer than seven (7) hours will require advance approval by the nurse's manager (when possible).
9. Whatever hours a nurse is scheduled to work, time off due to illness, bereavement, vacation, education, etc. shall be paid as scheduled.
10. Where a scheduled day to work falls on a statutory holiday, the nurse shall be paid for seven (7) hours. If a nurse wishes to account for more than seven (7) hours on the statutory holiday, other types of absences may be used.
11. Where a scheduled day off falls on a statutory holiday, the nurse shall be paid for seven (7) hours and be required to adjust the nurse's schedule or use banked time to ensure the pay period is equal to seventy (70) hours.

Request and Approval Process

1. Requests for CWW arrangements will be submitted using the designated Corporate Services form on a quarterly basis, accompanied by a proposed schedule for the first four (4) or six (6) weeks of the quarter. The Employer will provide pay period-based calendars for documentation of such requests on an annual basis on or before October 31st of each preceding year.
2. Subsequent schedules for the remainder of the quarter must be submitted on a pay period-based frequency that will be provided by the Employer. Schedules will be requested for a four (4) or six (6) week period as outlined in the calendars. Such requests are to be submitted according to the Employer-provided calendar.
3. The Employer will provide nurses a reminder of the above schedule submission deadlines at least two (2) weeks prior to the deadline.
4. Where more than one nurse has requested a CWW schedule and the Manager/Director cannot accommodate all requests, all requests will be granted based on seniority unless otherwise mutually agreed. Should the employer not be able to approve all requests, the Association may request to meet with the Employer to endeavor to reach a mutually agreeable resolution. Nurses on CWW may be required to change their schedules when all requests cannot be accommodated.
5. Once a CWW schedule is approved:
 - a. nurses may request to shift their hours of work within a day when working the same number of hours as scheduled. Approval is required.
 - b. a change in a scheduled work week day off can be made by the nurse provided that the request is made and approved by the Manager prior to the days being changed.
 - c. nurses will make every effort not to accrue compensating time or overtime on a normally CWW scheduled day off.
 - d. either the nurse or the Manager can request a schedule change requiring the nurse to work on a scheduled work week day off. If management makes this request, and the nurse is agreeable, the nurse may choose to switch the nurse's scheduled day off or to work extra time and will receive compensating time.

Discontinuation of CWW Schedules

Either party may request a discontinuation of CWW Schedules by giving notice in writing.

1. In the situation where the Employer wishes to discontinue CWW scheduling:
 - a. Sixty (60) calendar days' written notice shall be given to all affected nurses prior to discontinuing CWW scheduling.
 - b. The Employer will meet with the Association within two (2) weeks of the written notice to discuss the reasons.

- c. It is understood and agreed that such discontinuation shall not be discriminatory or arbitrary.

2. In the situation where a nurse wishes to discontinue CWW scheduling:

The nurse will notify in writing to the nurse’s Manager when the nurse is requesting to personally discontinue working a CWW schedule. The nurse may submit a new CWW request in a subsequent quarter.

DATED AT Haliburton Ontario, this 26 day of February, 2021

FOR THE EMPLOYER:

“Angela Vickery”

FOR THE ASSOCIATION:

“Spencer Jones”

“Janice Ballam-Lewis”

“Lisa Davey”

“Catherine MacDonald”

“Shelley Shaughnessy”

LETTER OF UNDERSTANDING

Between:

HALIBURTON, KAWARTHA, PINE RIDGE DISTRICT HEALTH UNIT
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

RE: SPECIAL PROJECTS

The parties will agree to meet to discuss Special Projects when they arise to reach an understanding regarding selection of staff and payment for work performed.

DATED AT Haliburton Ontario, this 26 day of February, 2021

FOR THE EMPLOYER:

"Angela Vickery"

—

FOR THE ASSOCIATION:

"Spencer Jones"

"Janice Ballam-Lewis"

"Lisa Davey"

"Catherine MacDonald"

"Shelley Shaughnessy"

LETTER OF UNDERSTANDING

Between:

HALIBURTON, KAWARTHA, PINE RIDGE DISTRICT HEALTH UNIT
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

RE: Work/life Balance Discussions

In bargaining, the Association and the Employer engaged in extensive discussions related to the existing inclement weather policy in the workplace and Association concerns regarding "worklife balance" and working from home. The Employer and Association agree to meet during the term of the Collective Agreement to discuss issues and/or concerns related to these subjects as raised by the membership to the Association.

DATED AT Haliburton Ontario, this 26 day of February, 2021

FOR THE EMPLOYER:

"Angela Vickery"

FOR THE ASSOCIATION:

"Spencer Jones"

"Janice Ballam-Lewis"

"Lisa Davey"

"Catherine MacDonald"

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