

COLLECTIVE AGREEMENT

Between:

THE BRANT COUNTY HEALTH UNIT
(hereinafter called "Employer")

OF THE FIRST PART

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter called "Union")

OF THE SECOND PART

Expiry: April 30, 2020

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to provide the terms and conditions of employment for all the members of the Union who are covered by this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed by the Board of Health on a full-time, regular part-time, casual part-time or temporary basis, as described herein, save and except supervisor of nurses and persons above the rank of supervisor.
- 2.02 A Registered Nurse is a nurse who holds a certification with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act.
- 2.03 A Public Health Nurse is a nurse as described in 2.02 who has additional education and qualifications from a University that would qualify him/her as a Public Health Nurse according to section 71(3) of the Health Protection and Promotion Act.
- 2.04 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the Union's duly chartered Local. All correspondence sent by the Employer to the Union or to the duly chartered Local shall be copied to each.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 It is agreed that unless expressly and specifically provided to the contrary in the articles of this agreement, the management of the Health Unit and all of the functions thereof are all vested solely and exclusively with the Employer.
- It is further agreed that the Employer retains the right to exercise any other right, function or prerogative of management which are not abridged by an express and specific provision of this agreement.
- 3.02 The Union acknowledges that, without limiting the generality of the foregoing article 3.01, it is the exclusive function of the Employer to:
- i) maintain order, discipline and efficiency including the establishment and enforcement of rules and regulations governing nurse conduct and safety. Prior to giving effect to any changes in Rules or Policies which affect nurses covered by the agreement, the Employer shall discuss the changes with the Union and provide it with copies;
 - ii) hire, classify, assign, transfer, promote, direct, lay off, recall, demote, discharge, suspend or otherwise discipline a nurse subject only to a claim by a nurse who has completed his/her probationary period, that the discipline was without just cause. Such claim may be processed as a grievance as provided hereafter;

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

ARTICLE 4 - REPRESENTATION AND COMMITTEES

Except as provided herein, the Employer agrees that there will be no loss of earnings for committee members for time spent when meeting with the employer or processing grievances during regular working hours. The maximum amount payable, however, shall not exceed the nurse's straight time daily rate of pay.

Notwithstanding the above provision, the salary and applicable benefits of the Negotiating Committee shall be maintained during the first two (2) days of negotiations by the Employer. For any subsequent days required, the Union agrees to reimburse the Employer for the salary and applicable benefit costs.

It is understood and agreed that Union representatives have union duties and responsibilities to perform and they should not leave their regular work to conduct union business without first obtaining approval from their Manager/Director. Such permission shall not be unreasonably denied. When resuming their regular work, the Union representative shall report to their Manager/Director.

4.01 Nurse Representatives

The Employer agrees to recognize two (2) nurse representatives and an alternate for the purpose of dealing with Union business in accordance with the provisions of the Collective Agreement.

4.02 Grievance Committee

The Employer agrees to recognize a Grievance Committee of two (2) nurses and an alternate. This Committee shall operate and conduct itself in accordance with the provisions of this Collective Agreement.

4.03 Liaison Committee

- i) The parties agree to a Liaison Committee comprised of two (2) representatives from the Employer, and two (2) representatives from the bargaining unit. Additional persons may be invited to attend from time to time by mutual consent, and with five (5) days notice in advance of the meeting.
- ii) The purpose of the Committee shall be to discuss matters of concern to either or both bargaining unit management, or concerns that are not being addressed and resolved by other committees, e.g. Professional Practice Committee, Joint Health & Safety Committee, workplace wellness committee (BeCHU), but excluding matters pertaining to the Collective Agreement.
- iii) The Committee shall meet every two (2) months unless otherwise agreed.

Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters

referred to the Committee and the recommended disposition, if any. Copies of the record shall be provided to Committee members.

4.04 Negotiating Committee

The Employer agrees to recognize a negotiating committee of up to three (3) nurses for the purpose of negotiating a Collective Agreement.

4.05 Joint Health & Safety Committee

- i) The Employer agrees to comply with the Occupational Health & Safety Act.
- ii) All time spent by a member of the Joint Health & Safety Committee attending meetings of the Committee and carrying out his/her duties, shall be deemed to be work time for which he/she shall be paid by the Employer at his/her regular rate and he/she shall be entitled to such time from work as necessary to attend scheduled meetings.

4.06 Before being required to recognize any Union committee members, the Union will provide the employer with the names of each nurse designated to each of the above committees. This list will be revised from time to time as changes occur.

4.07 A Union representative shall be given an opportunity once, within regular working hours, to interview each new nurse during the first month of employment for the purpose of discussing membership in the Union. Advance notice of such meetings should be given to the supervisor.

4.08 The Union has the right at any time to have the assistance of a representative or a consultant of the Ontario Nurses' Association.

ARTICLE 5 – NON-DISCRIMINATION

5.01 The Employer and the Union agree that every person has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, same sex partnership status, family status or disability.

5.02 The Employer and the Union agree that every person has a right to equal treatment with respect to membership in any trade union or occupational association without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same sex partnership status, family status or disability.

5.03 The Employer and the Union recognize their joint responsibilities in accommodating nurses with disabilities and dealing with harassment in the workplace, as set out in the Ontario Human Rights Code, the Workplace Safety and Insurance Act and any other legislation pertinent to accommodation and harassment in the workplace.

ARTICLE 6 - UNION SECURITY

- 6.01
- i) The Employer will deduct from the salary of each nurse covered by this Agreement a sum equal to the regular monthly Union dues as determined by the Union and such sum shall be deducted monthly.
 - ii) The Union shall notify the Employer in writing, of the amount of such dues, forthwith, as changes occur.
 - iii) The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, their work site (if the bargaining unit covers more than one site) and the nurses' social insurance numbers. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leaves of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent to the Local Association. If the Employer agrees to provide the Union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The Union shall indemnify and save harmless the Employer with respect to all dues so deducted and remitted.
 - iv) The Employer shall provide on each nurse's T4 slip, the amount of dues deducted in the previous year, for income tax purposes.

ARTICLE 7 - HOURS OF WORK

- 7.01 The parties to this agreement recognize that it is the function of the Employer to schedule hours of work so as to provide the most efficient use of available time to carry out the mandated responsibilities of the employer.

To this end, the hours of work as set out below shall not be interpreted or construed to be a guarantee of any sort with respect to the number of hours of work or days of work per week. The work week shall be Monday through Friday.

All proposed work schedules must be submitted to the nurses' immediate supervisor in advance. The immediate supervisor will discuss any necessary changes with the nurse.

The Employer will provide two (2) weeks advance notice, if possible, for Nurses who are required to change their work schedule.

- 7.02
- i) A regular full-time work schedule shall comprise an average of seventy (70) hours in a two (2) week period and may or may not be worked in units of thirty-five (35) hours per week (1820 hours annually).
 - ii) A regular part-time work schedule shall be comprised of at least thirty-five (35) hours or more, but less than seventy (70) hours in a two (2) week period.

- iii) A casual part-time work schedule shall be less than a regular part-time work schedule.
- iv) A temporary nurse may work a schedule as described in (i), (ii), or (iii) above, for a period not to exceed twelve (12) months. A temporary nurse may apply for any and all permanent vacancies.
 - (a) Temporary nurses are not eligible for benefits, unless specifically stated to the contrary. Temporary full-time and regular part-time nurses hired for 6 months or more will be entitled to paid time off as follows:
 - 6 – 7 months - 7 hours
 - 8 – 9 months - 14 hours
 - 10 – 12 months – 21 hours
 - (b) A temporary nurse does not accrue seniority and has no seniority status. However, should a temporary nurse be hired into a full-time or regular part-time position, and he/she has been fulfilling all the responsibilities of that position while in the temporary capacity, the nurse shall
 - have his/her seniority date established as the date of his/her last hiring (i.e. the date he/she was hired into the temporary position)
 - be afforded benefit entitlements subject to the carriers' limitations (e.g. three month waiting period)
 - have time off entitlements in accordance with the Collective Agreement based on the date of last hire (i.e., the date he/she was hired into the temporary position)
 - be considered a probationary nurse until he/she has completed six months in the position (as described above).
 - (c) Should a temporary nurse be hired into a different full-time or regular part-time position (e.g., hired temporarily to work in population based programming, and then hired into a vacancy in the Healthy Babies Healthy Children program) or into a position where he/she has not been fulfilling all the responsibilities of that position while in a temporary capacity, the nurse shall
 - have his/her seniority date established as the date of his/her last hiring (i.e. the date he/she was hired into the temporary position)
 - be afforded benefit entitlements subject to the carriers' limitations (e.g. three month waiting period)
 - have time off entitlements in accordance with the Collective Agreement based on the date of last hire (i.e. the date he/she was hired into the temporary position)
 - be considered a probationary nurse until he/she has completed six months successfully all the responsibilities of the full-time or regular part-time position
 - (d) Temporary nurses are entitled to 6% vacation pay paid out at the end of the contract or January each year.

- (e) Temporary nurses are entitled to Statutory Holiday in accordance with the Employment Standards Act.
- v) Nurses shall be entitled to a ten (10) minute paid rest period on two occasions during their scheduled work day, one for each three and a quarter hours of scheduled time.
- vi) Nurses shall be entitled to a one hour meal period, unpaid, during each scheduled work day of 7 hours or more.

With his/her supervisor's approval in advance, a nurse can take a one half hour meal period and adjust his/her work schedule by one half hour to address personal matters. All requests shall not be unreasonably denied.

7.03

Flex time

- i) A nurse's work schedule is developed to meet program demands and a nurse may request, to accommodate those demands by the following means;
 - (a) adjusting their work day to accommodate the work, or;
 - (b) adjusting their schedule within the pay period or;
 - (c) accruing time of equal to or greater than one (1) hour increments.
- ii) Any approved time worked in excess of a nurse's work schedule (7.02 refers), but less than forty (40) hours in any one week, may be accumulated in the flex bank as set out in (ii) below.
- iii) A nurse may accumulate up to twenty-one (21) hours in the flex time bank. At no time shall a nurse have more than twenty-one (21) hours in his/her flex time bank.
- iv) When a nurse reaches this maximum accumulation of twenty-one (21) hours he/she shall not be given approval to work any additional hours.
- v) The maximum accumulation of twenty-one (21) hours in the flex time bank may be restored at any time should a nurse use flex time from his/her bank.
- vi) Notwithstanding 7.03 above, any and all flex time earned must be used by the end of each calendar year. When every attempt to use the flex time has been exhausted, the nurse will be allowed to carry over the unused flex time, within 30 calendar days of the nurses' return to work in the new calendar year.

7.04

Compensating Time

Any expected time worked in excess of a nurse's work schedule (7.02 (i) refers), shall be reported immediately or as soon as possible to the Manager/Director. The nurse can choose to accumulate the excess time in the compensating bank on an hour for hour basis, or work the time into his/her schedule.

Note: Unexpected is defined as an unanticipated or unforeseen incident, situation or event that arises that the nurse has not planned into his/her schedule, and does not meet the two (2) weeks advance notice period.

- i) A nurse may accumulate up to twenty-one (21) hours in the compensating time bank. At no time shall a nurse have more than twenty-one (21) hours in his/her compensating time bank.
- ii) When a nurse reaches this maximum accumulation of twenty-one (21) hours he/she shall not be given approval to work any additional hours.
- iii) The maximum accumulation of twenty-one (21) hours in the compensating time bank may be restored at any time should a nurse use compensating time from his/her bank.

ARTICLE 8 - OVERTIME

- 8.01 When a full-time nurse works in excess of forty (40) hours in any one week, Monday through Friday, he/she shall:
- i) be paid time and one half (1.5) his/her current hourly rate for each hour worked in excess of forty (40) hours, or
 - ii) be granted compensating time on an hour for hour basis.

ARTICLE 9 - SALARIES AND PROFESSIONAL CLASSIFICATION

- 9.01 The salaries and professional classification shall be as set forth in Schedule "A" to this Agreement.

ARTICLE 10 - STRIKES AND LOCKOUTS

- 10.01 As long as this Agreement continues in effect there shall be no strikes or lockouts. The Union will not declare, authorize, support, counsel, encourage or condone a strike or other stoppage of work.

ARTICLE 11 – VACATIONS

11.01 General

To facilitate vacation scheduling, all requests for vacation should be submitted twice a year. For vacation period January 1st to May 31st requests must be submitted by December 1st the previous year to the immediate supervisor. Requests will be approved by seniority subject to the requirements of the organization no later than Dec 15th.

For vacation period June 1st to December 31st requests must be submitted by April 1st to the immediate supervisor. Requests will be approved by seniority subject to the requirements of the organization no later than April 15th.

Requests received after these dates will be granted subject to the requirements of the organization and on a first come first served basis. All requests will be responded to within 15 days.

- 11.02
- (a) Nurses hired within the current calendar year between January 1st and June 30th, shall be entitled to earn vacation days with pay for each completed month of service based on the applicable formula (11.02 (d) refers).
 - (b) A nurse who has not completed his/her probationary period (six [6] months) will accumulate vacation time but will not be entitled to take vacation days off until satisfactory completion of the probationary period.
 - (c) Nurses hired within the current calendar year after June 30th shall be entitled to no vacation time off but shall receive vacation pay based on a percentage of his/her gross wages for work performed in the preceding year based on the applicable formula (11.03 (a) & (b) refers). Vacation pay will be paid bi-weekly.
 - (d) Following the calendar year in which they were hired, full-time nurses shall be credited with paid vacation time on January 1 of each year based on the following formula (based on 1.667, 2.08, 2.5 days etc):

Years of Continuous Service as of
January 1 of the current year

Vacation Days

One (1) year to fourteen (14) years	Twenty (20) days (1.667 days/month)
Fourteen (14) years to nineteen (19) years	Twenty-five (25) days (2.08 days/month)
Nineteen (19) years to twenty-five(25) years	Thirty (30) days (2.5 days/month)
Twenty-five (25) years and over	Thirty-five (35) days (2.9 days/month)

- (e) A public holiday which occurs during a full-time nurse's scheduled vacation will not be counted as a vacation day but will be counted as a public holiday.
- (f) Prior to the end of each calendar year, each nurse shall reduce their unused vacation entitlement, earned but not taken, to not more than five (5) vacation days. Employees may request up to an additional 5 days to the carry over of 5 vacation days in extenuating circumstances and such requests shall not be unreasonably denied.
- (g) Nurses shall be advised of their vacation entitlement by January 15th of each year.
- (h) In the event of termination of employment, a nurse shall be paid vacation pay for any unused earned vacation time in accordance with the above applicable provision (11.02 (a)). For the current year, vacation pay will be prorated based on the number of full months worked by the nurse. In the event that a nurse has used more vacation time off than he/she has earned at the time when their employment is terminated, the Employer shall deduct from the nurse's final pay, applicable monies owing.
- (i) Nurses who are absent without pay shall receive a pro-rated reduction in their vacation entitlement.

11.03 Regular Part-Time

Regular part-time nurses shall receive vacation pay based on a percentage of his/her gross wages for work performed in the preceding calendar year.

Requests for unpaid entitlement days shall be made in accordance with 11.01. However, there shall be no entitlement to carry over unused unpaid vacation entitlement.

(a) Regular part-time nurses shall receive vacation pay as follows:

<u>Years of Continuous Service as of January 1 of the current year (based on hours worked)</u>	<u>Vacation Pay</u>	<u>Vacation Entitlement</u>
Less than one (1) year to fourteen (14) years	Eight percent (8%)	4 x # of days in a regular work week = # of vac days
Fourteen (14) years to nineteen (19) years	Ten percent (10%)	5 x # of days in a regular work week = # of vac days
Nineteen (19) years to twenty-five (25) years	Twelve percent (12%)	6 x # of days in a regular work week = # of vac days
Twenty-five (25) years and over	Fourteen percent (14%)	7 x # of days in a regular work week = # of vac days

(b) Vacation pay for part-time nurses will be paid bi-weekly.

(c) Casual full-time and casual part-time and temporary nurses shall be paid six percent (6%) vacation pay.

(d) Increases in entitlements for regular part-time nurses shall be based on total number of hours worked divided by one thousand eight hundred and twenty (1820).

ARTICLE 12 - HOLIDAYS

12.01 The following shall be recognized as holidays to be paid for at the regular rates:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

The Union and the Employer agree that the nurses have been provided with personal leave time, as set out in Article 18.08 Personal Leave Time, in lieu of the observance of Family Day.

(a) Half Day Before Christmas Day and Half Day Before New Year's Day

When December 24 or December 31 falls on a normal work day those full-time nurses, regular part-time nurses, and temporary nurses hired to work full-time hours, who are regularly scheduled to work on that work day will work for 3 ½ hours and receive 3 ½ hours of paid time off beginning no earlier than noon on December 24 or December 31.

12.02 Qualifications

A. Full-time and Part-time

In order to qualify for public holiday payment for any of the above holidays, a nurse must work his/her last scheduled working day before and his/her first scheduled working day following the holiday and must work on the holiday if she/he is scheduled to work.

Note: A full-time or part-time nurse absent on either of the qualifying days must have received prior permission from his/her immediate Supervisor to be absent.

- 12.03
- i) Where a full-time or regular part-time nurse who meets the qualifications set out above is required to work and works on one of the holidays set out in 12.01 above, she/he shall be paid at the rate of two and one-half (2½) times the rate with no additional time off. (This includes the holiday payment.)
 - ii) A full-time nurse may, however, opt for a payment of one and one-half (1½) times the rate and in addition receive a day off with pay at a time convenient to such nurse and his/her supervisor.
 - iii) If a casual or temporary nurse is required to work on any of the holidays set out in 12.01 above, the nurse will be paid for each hour worked at the rate of one and one-half (1-½) times the nurse's regular hourly rate for each hour worked.

12.04 Should one of the named holidays in 12.01 above fall on a non-scheduled work day, the next scheduled work day shall be observed as the holiday.

ARTICLE 13 - SENIORITY

- 13.01
- i) The term "seniority" and "length of service" as used in this Agreement shall be defined as the length of time a nurse has spent in the continuous employment of the Board.
 - ii) A regular part-time nurse's seniority shall be calculated on the basis that 35 hours of work will equal one week of seniority.

Note: Casual part-time nurses accrue seniority on the basis that 35 hours of work will equal one week of seniority and are not eligible for benefits. Temporary nurses do not accrue seniority and are not eligible for benefits.

- iii) A nurse's full seniority and service shall be retained by the nurse if he/she transfers from full-time to regular part-time status or vice versa.
- iv) The Employer shall maintain seniority lists showing the nurse's name, classification, employment status, service/hire date and seniority expressed in years and weeks. An up-to-date seniority list shall be placed on a designated bulletin board and a copy thereof shall be sent to the local bargaining unit contact in January and July of each year. Complaints concerning the accuracy of such list will only be considered if they are received in writing within twenty (20) work days of posting.

13.02 A newly employed full-time or regular part-time nurse shall be considered a probationary nurse until he/she has completed six (6) continuous months of service. Allowance shall be made for an up to three (3) months extension of the probationary period with the approval of the immediate supervisor, the probationary nurse and the local bargaining unit contact.

Upon satisfactory completion of the probationary period his/her name shall then be placed on the seniority list and his/her seniority shall date back to the date of last hiring by the Employer.

No grievance may be submitted under this Agreement concerning the termination of employment, disciplining or lay off of a probationary nurse.

13.03 Full-time and part-time seniority lists shall be combined.

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

- i) Approved leave of absence with pay.
- ii) When in receipt of an illness allowance which has been approved by the Employer.
- iii) When in receipt of Workers' Compensation.
- iv) Approved leave of absence of six (6) months or less without pay.
- v) Pregnancy and Parental Leave in accordance with Employment Standards Act.

13.05 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- i) For a period of nine (9) months after a nurse has been laid off due to a reduction of staff.
- ii) For a period of more than six (6) months leave of absence without pay.

13.06 A nurse shall lose all seniority and shall be deemed terminated in the event she/he:

- i) is discharged and not reinstated;

- ii) resigns or retires;
- iii) is absent from work in excess of three (3) working days without notifying his/her supervisor of reason for the absence unless such notice was not reasonably possible;
- iv) fails to report for work after lay off within five (5) work days of being notified to return to work by registered mail;
- v) is laid off for a period of nine (9) consecutive months;
- vi) fails to report to work after a leave of absence unless a reason satisfactory to the Employer is provided;
- vii) does not return to work after having been in receipt of an illness allowance for a period of two (2) years.

13.07

- i) Where a lay off, for whatever reason is declared by the employer, the lay off, shall occur in reverse order of seniority. Where the seniority expressed in years and weeks is the same, the toss of a coin will decide the most senior nurse.
- ii) The Employer shall meet and provide the Union with as much notice as practical of any pending lay off.
- iii) Probationary, casual and temporary nurses shall be terminated before any full-time or regular part-time nurse is laid off.
- iv) In the event of recall in any given Program, those laid off who have retained their recall rights shall be recalled in reverse order of lay-off prior to any new nurse being hired in the bargaining unit. (reference: Employment Standards Act waiving rights to recall in acceptance of severance)

13.08

In recognition of the desire to enhance the opportunity of bargaining unit members to seek promotions, when promoted to a position outside the bargaining unit, a nurse, provided he/she does not break his/her service with the Employer, shall retain but not accumulate his/her seniority for a period of up to twelve (12) months. In the event that such a nurse subsequently returns to the bargaining unit, the nurse's seniority will be credited at the time of promotion, and accumulation from the date of his/her return to the bargaining unit will resume.

A nurse must remain in the bargaining unit for a period of at least three (3) months before moving out of the bargaining unit again or he/she will lose all seniority at the time, except in extenuating circumstances such as where a nurse returns to the position outside the bargaining unit upon the recurrence of circumstances originally leading to the vacancy which requires an extension for up to a further six (6) months.

13.09

- (a) Job Postings
 - i) The purpose of this clause is to provide information to nurses concerning job vacancies which the employer intends to fill.

- ii) Notice of all permanent full-time or part-time vacancies shall be posted on the bulletin board in Room 417 and on the intranet for a period of five (5) work days. A copy of the posting shall be provided electronically to the Bargaining Unit President.
 - iii) At the same time, the Employer may advertise the position externally.
 - iv) Qualified full-time or part-time candidates, including any from outside sources may make application for consideration.
 - v) In determining the acceptable candidate, the Employer will consider to what extent the applicants' skill and ability meet the posted qualifications and experience for the position. Seniority shall be one of the factors considered.
 - vi) The employer may fill at its own discretion any temporary vacancies.
 - vii) A probationary nurse who accepts a transfer to another posted position, may be precluded from applying for another equal to or lower paid position for a period of ten (10) months.
 - viii) A nurse who has completed the probationary period and accepts a transfer to another posted position, may be precluded from applying for another equal to or lower paid posted position for a period of eight (8) months.
 - ix) Unsuccessful applicants will be notified in a timely manner and, at the request of the unsuccessful applicant(s), the Employer will discuss ways in which she/he can improve their qualifications for future postings.
- (b) Job Assignments

The nurse may complete an interest sheet annually, or at any other time when he/she wishes to update it. The Manager of Human Resources will send an annual reminder to nurses to update their interest sheets. When filling an assignment, the Employer shall review each interest sheet. Nurses will be selected for assignments as described in Policy ii-052.

Newly created assignments/opportunities shall be posted on the bulletin board in Room 417 and on the intranet for 5 work days. A notice of the new assignment shall be provided electronically to the Bargaining Unit President. The newly created assignment shall be filled as above.

The Employer will notify the nurse(s) being reassigned in advance of the reassignment with at least one week's notice in advance of the reassignment and discuss the rationale for same. The Employer will also notify any nurses who expressed interest in the reassignments(s).

ARTICLE 14 - PERFORMANCE EVALUATIONS AND ACCESS TO FILES

- 14.01 Any completed performance evaluation which is to be placed in a nurse's file shall first be reviewed with the nurse. The nurse shall sign the performance evaluation indicating that it has been reviewed with the nurse and he/she shall have the opportunity to add his/her views to such document at the time of discussion. The nurse will receive a copy of the evaluation.

Any nurse undergoing a probationary period shall be entitled to an evaluation of his/her performance, from his/her supervisor, when approximately fifty percent (50%) of the probationary period has expired.

14.02 Each nurse shall have reasonable access to his/her personnel file.

A nurse may request, in writing, to review the content of his/her personnel file, at the convenience of the Employer, in the presence of the Employer representative (Human Resources Manager). The time for such a review will be mutually agreed.

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

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Complaint Stage

It is the mutual desire of the parties that complaints of nurses shall be adjusted as quickly as possible. Prior to filing a written grievance, a nurse, accompanied by a member of the Union if he/she so desires, will discuss his/her complaint with his/her supervisor giving him/her the opportunity to adjust his/her complaint. Such complaint shall be discussed within ten (10) working days after the circumstances giving rise to it have occurred. The supervisor shall reply within three (3) working days of such discussion. Failing settlement of the complaint the nurse may submit a written grievance in accordance with the following procedure.

Any difference between the Union and the Employer, or between a nurse who has completed his/her probationary period and the Employer which concerns the interpretation, application or alleged violation of the terms and provisions of this agreement may be considered a grievance.

In submitting a written grievance it is required that a comprehensive text of the allegation be set out, the section(s) of the agreement allegedly being violated and the remedy sought.

The time limits set out in the Grievance and Arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned.

15.02 Step No. 1

The nurse and/or a representative of the Union shall submit the grievance, in writing, signed by the nurse to his/her immediate supervisor or designate within seven (7) work days of receipt of the reply by his/her supervisor.

The immediate supervisor or designate and the Human Resources Manager shall meet with the grievor and a member of the Grievance Committee within three (3) work days of receiving the grievance and render a decision in writing within five (5) work days following that meeting.

If the grievance remains unresolved, the nurse and/or the Union may, within five (5) work days of receiving the decision, submit the grievance to the Executive Director.

15.03 Step No. 2

Within ten (10) work days from the receipt of a request from Step No. 1, the Executive Director and/or designate and the Human Resources Manager shall meet with the grievor, the Grievance Committee and the ONA Labour Relations Officer in an attempt to resolve the matter.

The written decision of the Executive Director or designate shall be given within ten (10) work days from the date of the meeting to the ONA Labour Relations Officer with a copy to the Grievance Committee.

If the matter remains unresolved, it may be proceed to Arbitration as herein provided.

15.04 A policy grievance is defined as a grievance which affects all nurses generally. A policy grievance must be filed within ten (10) work days of the circumstances giving rise to the grievance. Such grievance must concern the interpretation, application or alleged violation of the Collective Agreement.

Either party may file a policy grievance on the same terms and time limits as set out above. If the grievance is filed by the Union it will commence at Step 2. An Employer grievance will be filed with the Union Grievance Committee.

15.05 Where a number of nurses have grievances which arise from similar circumstances, they may present a group grievance in writing signed by each nurse to the immediate supervisor within ten (10) work days after the circumstances giving rise to the grievance have occurred. The immediate supervisor shall meet with a nurse representative and a member of the Grievance Committee and attempt to resolve the grievance. The applicable provisions shall then apply with respect to the processing of such grievances.

15.06 Suspension and Discharge

A claim by a nurse who has completed his/her probationary period that she/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 2 within seven (7) work days after the date of the discharge or suspension. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- i) confirming the Employer's action in dismissing or suspending the nurse; or
- ii) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- iii) by any other arrangement which may be deemed just and equitable.

In the event of a suspension or discharge the nurse shall have a Nurse Representative in attendance at any interview unless specifically requested by the nurse not to have representation.

The Employer shall provide the ONA Bargaining Unit President and the nurse their reasons for the action taken in writing within ten (10) working days.

ARTICLE 16 - ARBITRATION

16.01 (a) If the grievance is not settled, the Union will notify the Employer within thirty-six (36) calendar days of the reply in Step 2 of their decision to proceed to Arbitration. If notice is not received within thirty-six (36) calendar days, the grievance shall be deemed abandoned.

(b) Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure(s) established by this Agreement, notify the other party in writing of its desire to submit the differences or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten (10) working days inform the other party of the name of its appointee to the Arbitration Board.

The two appointees so selected, shall within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any nurse affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.

(c) The Arbitration Board shall not have any authority to alter or change any provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the express intent or terms and conditions in lieu thereof or to give any decision, which adds to or detracts from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration board and will share equally the fees and disbursements of the Chairperson. No person who participated in the Grievance Procedure may be appointed as a nominee to the Board by either party.

ARTICLE 17 - ILLNESS AND DISABILITY PLAN

17.01 i) The benefit plan comprises all of the articles set out in this Article and applies to all full-time and regular part-time nurses who have successfully completed their probationary period and who work at least 50% of the annual Health Unit Hours.

ii) All full-time nurses are obliged to participate in the STD and LTD plans.

- iii) Regular part-time nurses are not eligible for participation in the LTD plan, however, are covered under the STD plan.
- iv) The Employer, the union, and the nurse, agree to collaborate to justify absences, to expedite decisions regarding eligibility for payment of benefits, and to facilitate a return to work.

The employer may require a medical statement of illness at any time for the following purposes:

- To justify absences as a result of illness or injury,
- To determine eligibility for benefits, and /or,
- To facilitate an early and safe return to work including accommodation.

For the above purposes, the employer may utilize the expertise of external consultants to request and review such medical statements. Such consultants may make recommendations to the employer. It remains the employer's responsibility to make decisions on such matters.

The employer shall advise the union when it engages such a consultant.

The employer shall pay for all medical statements requested.

17.02

- i) All full-time nurses [except those covered in Article 17.03(ii)] will be credited on January 1 of each year with twenty (20) sick leave days for use in the calendar year, 10 of which may be used for non-STD qualifying illness and 10 of which shall be paid sick leave days when an nurse is absent with an illness or injury for ten (10) consecutive working days and qualifies for STD.

Note: After fulfilling the provisions of (ii) below, those full-time nurses shall be covered by this article, i.e. 17.03 (i).

- ii) Full-time nurses hired after the effective date of this Collective Agreement who have completed their probationary period will receive sick leave days on the following basis:

Month of Hiring	# of days	Month of Hiring	# of day in Year Hired	# in following Year after completion of probation
January	10	July	0	9/10
February	8	August	0	8/10
March	6	September	0	7.5/10
April	4	October	0	7/10
May	2	November	0	6/10
June	0	December	0	5/10

- iii) All regular part-time nurses [except those covered in 17.03 (iv)] will receive on January 1 of each year ten (10) sick leave days for use in that calendar year, 5 of which may be used for non-STD qualifying illness and 5 of which shall be paid sick leave days when an nurse is absent with an illness or injury for ten (10) consecutive working days and qualifies for STD.

Note: After fulfilling the provisions of (iv) below, those regular part-time nurses shall be covered by this article, i.e. 17.03 (iii).

- iv) Regular part-time nurses hired after the effective date of this Collective Agreement who have completed their probationary period will receive sick leave days on the following basis:

Month of Hiring	# of days	Month of Hiring	# of days in Year Hired	# in following Year after Completion of Probation
January	5	July	0	4.5/5
February	4	August	0	4/5
March	3	September	0	3.75/5
April	2	October	0	3.5/5
May	1	November	0	3/5
June	0	December	0	2.5/5

- v) Sick leave days may be drawn on for illness at full salary and benefits as needed (reference Art. 23).
- vi) Nurses will be allowed to use 1 day of their sick leave days for the purpose of providing or arranging for unexpected care for the nurse's spouse, dependent(s) or parent(s), or to accompany them to obtain medical care. Such leaves can be used in a block of one (1) hour.
- vii) An nurse who takes ill while on vacation will not be entitled to use any sick days in lieu of vacation days and will not be credited with such day(s) upon return from vacation or illness.
- viii) Nurses who are already receiving short-term or long-term disability benefits as of January 1 will not be credited with their sick leave days entitlement unless or until they return to full employment at which time he/she will receive a pro rata number of days based upon the month he/she returns to active employment.
- ix) There is no pay out or cash value to these days and they will not be accumulated.
- x) If a nurse is absent with an illness or injury for ten (10) consecutive working days he/she will receive full pay and benefits in accordance with 17.03 (i) and 17.03 (iii). After the tenth day he/she will be placed on the following short-term disability schedule which is based on length of service with the Employer.

Length of Service at Start of STD	100% of Salary	70% of Salary
up to 2 years	1 week	10 weeks
2 - 3 years	2 weeks	9 weeks
3 - 4 years	3 weeks	8 weeks
4 - 5 years	4 weeks	7 weeks
5 - 6 years	5 weeks	6 weeks
6 - 7 years	6 weeks	5 weeks
7 - 8 years	7 weeks	4 weeks
8 - 9 years	8 weeks	3 weeks
9 - 10 years	9 weeks	2 weeks
over 10 years	11 weeks	0 weeks

- xi) A nurse can qualify for more than one STD schedule in a calendar year. Upon return to work if he/she becomes injured or ill again from a new illness, he/she will be reintroduced to the STD scale according to the program as in 17.03 (ix) above. Should a nurse have a relapse of the same illness or injury he/she may use any sick leave days remaining or return to the STD schedule where he/she was positioned at the time of previously returning to work.
- xii) All fringe benefits, vacation entitlements and seniority will continue to accumulate during any STD disability.
- xiii) A nurse will return to his/her original position when returning from an STD absence.
- xiv) For calculation of payment, public holidays occurring during any week in which a nurse is receiving STD or LTD benefits, will be considered a normal week day.
- xv) (a) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
(b) Pregnancy/parenting leave is not eligible for short-term disability payments.
- xvi) Salary equal to Worker's Compensation benefits will be paid to a nurse who is off work as a result of a compensable injury or accident. The nurse must sign a waiver of payment ensuring that Worker's Compensation Benefits to which he/she is entitled will be paid to the Employer. If the claim is not approved, the monies paid will be converted into an STD entitlement provided satisfactory medical evidence is given to satisfy STD requirements.
- xvii) A nurse who wishes to return to work while receiving STD benefits and who is unable to return to full-time immediately will continue to receive their STD benefits for the duration of their STD entitlement.

At the end of this period, if the nurse is unable to return to full-time employment he/she would continue to be on the same STD schedule at home.

17.03 Long-term disability benefits are insured benefits with premiums paid to an insurance company of the Employer's selection and apply only to full-time nurses.

- i) LTD will commence on the 91st calendar day of illness or injury, when the Employer's payment of salary ceases and the insurance company's benefits begin.
- ii) The Employer will contribute 100% of the premium cost of LTD which represents its sole responsibility with respect to this benefit. Further, insured benefits outlined throughout Article 17, shall be provided in accordance with the contracts of insurance which shall govern in the event of a dispute.

- iii) Effective January 1, 2009 the long-term disability plan will provide 70% of monthly earnings up to a maximum of \$4000, the nurse's annual salary at the time of commencement of his/her LTD for the first 24 months following the 90 day waiting period. After 24 months, LTD benefits continue to be payable only if disease or injury prevents the nurse from being gainfully employed in any job.
- iv) All fringe benefits, except vacation accumulation, continue and seniority accumulates for two (2) years on LTD.
- v) Vacation days do not accumulate while on LTD.
- vi) A nurse returning to work from LTD between January 1 and June 30 and remaining at work thereafter, shall be entitled to (twenty-one) 21 hours of personal leave time with pay; returning to work between July 1 and December 31 and remaining at work thereafter, shall be entitled to (ten) 10 hours of personal leave time with pay.
- vii) A nurse on LTD may or may not be returned to his/her original position dependent upon the nature of the disability, the length of time off work and the level of recovery. The Employer agrees that, when possible, it will provide modified work to nurses who are medically able to return to work and are able to perform the essential duties associated with their position.

The employer, the union, and the nurse, agree to collaborate to facilitate a return to work. Where a nurse is unable to perform the essential duties associated with their position, the employer, the union and the nurse shall consider a return to work to another position within the Health Unit in accordance with their obligations pursuant to the Human Rights Code.

The employer may require a medical statement of illness at any time for the purpose of facilitating an early and safe return to work including accommodation.

For the above purposes, the Employer may utilize the expertise of external consultants to request and review such medical statements. Such consultants may make recommendations to the Employer. It remains the Employer's responsibility to make decisions on such matters.

The Employer shall advise the union when it engages such a consultant. The Employer shall pay for all medical statements requested.

A review of the return to work progress shall take place on a regular basis but no later than one (1) month from the return date.

When a nurse returns to work from an LTD disability and starts slowly back working incomplete days the following protocol will apply as he/she is working less than full-time.

- (a) The nurse will be paid by the Employer for hours worked.
- (b) The insurance company holding the LTD plan will be informed of that payment by the Health Unit and will make their assessment of LTD benefits.

- (c) Prior to being able to work full-time, a nurse will receive his/her % of earnings as vacation pay.

The nurse shall have the option of having a Union representative with him/her at any meetings where a return to work program is being discussed.

17.04 When a nurse leaves the Board's employ for any reason, or dies, the nurse or his/her estate will receive 50% of any banked sick days based on his/her salary at the time of leaving.

- 17.05 i) On termination of employment no nurse will receive more than one half of a year's earnings (130.5 days) at the salary rate received immediately prior to termination of employment. (Municipal Act)
- ii) With the approval of the Executive Director/designate, a nurse may use days from his/her accumulated sick bank (17.05 refers) for the purpose of taking up to five (5) days of additional vacation in any calendar year. (Note: each one (1) day of vacation taken shall reduce the sick bank by two (2) days.)

ARTICLE 18 - LEAVE OF ABSENCE

18.01 General

- i) A nurse who has successfully completed their probationary period, who requires a leave of absence shall, with as much notice as possible, make his/her request for approval, in writing, to his/her immediate supervisor.
- ii) The written request shall include the time period requested and the reason for the request and such request shall not be unreasonably denied.
- iii) Except as specifically provided herein, leaves of absence are without pay.
- iv) If the Employer does not approve a request of more than five (5) days, the Employer shall provide written reasons within ten (10) days.

18.02 Bereavement Leave

- i) Bereavement leave will be granted by Human Resources in consultation with the nurse's immediate supervisor without loss of earnings up to the maximum period as set out in the table below, one of such days shall be the day of the funeral. The purpose of such leave is to make arrangements for, or to attend the funeral of, a member of the nurse's family.

Father, mother, spouse, common-law spouse, child, step-children	Five (5) consecutive work days.
Brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, grandparents or	Three (3) consecutive work days.

other person in loco parentis	
Aunt, uncle, niece, nephew, cousin, spouse's grandparents	One (1) consecutive work day.

- ii) In special cases, Human Resources in consultation with the nurse's immediate supervisor may grant further bereavement leave by means of:
- (i) vacation;
 - (ii) accumulated compensating or flex time;
 - (iii) unpaid leave of absence; or
 - (iv) Personal Leave Time (PLT)

Note:

1. To qualify for payment it is understood that the nurse must have otherwise been scheduled to work on the day or days referred to above.
2. If during a nurse's vacation, bereavement leave is required due to the death of those persons identified in (i) above, the nurse may add the bereavement leave to their vacation.

18.03

(a) Pregnancy Leave

- i) A nurse shall have completed thirteen (13) weeks of continuous service before the date the baby is expected to be born (due date).
- ii) A nurse is entitled to seventeen (17) weeks pregnancy leave.
- iii) The nurse shall give at least one month's written notice to her immediate Supervisor of the date on which the leave is to begin and the anticipated date of being able to return to work.
- iv) The nurse shall reduce her unused vacation entitlement to five (5) days prior to the commencement of her pregnancy leave. Prior to commencing vacation leave, the nurse shall sign a waiver of payment ensuring that, should vacation time off be interrupted by the birth of the baby, whereby pregnancy leave and EI benefit entitlement would commence, any vacation pay received by the nurse because of the timing of payroll, the overpayment would be paid to the Employer and the nurse would have any vacation time entitlement reinstated for use upon her return.
- v) The employer shall pay the one (1) week waiting period for E.I. maternity benefits at seventy-five percent (75%) of the nurse's current rate. Current rate is defined as the hourly rate being paid at the time the leave begins.

- vi) Fifteen (15) weeks of maternity benefits are paid by E.I. The Employer will top up the fifteen (15) weeks of E.I. benefits to seventy-five percent (75%) of the nurse's current rate.

(b) Parental Leave

- i) To qualify, a nurse who is a new parent must have completed thirteen (13) weeks of continuous service before the leave begins.
- ii) Birth mothers who take pregnancy leave are entitled to take up to thirty-five (35) weeks of continuous parental leave.
- iii) All other new parents are entitled to take up to thirty-seven (37) weeks of continuous parental leave.
- iv) A nurse shall give at least one month's written notice to his/her immediate supervisor of the date on which the leave is to begin and the expected date of return to work.

(c) Giving Notice About Ending Leave

- i) A nurse shall give at least one month's written notice confirming her intention to return to work from pregnancy and parental leave.
- ii) If a nurse wishes to change the date of return to a later date (but subject to the maximum of fifty-two (52) weeks of pregnancy and parental leave), or want to resign before or at the end of the leave, the nurse must give the employer four (4) calendar weeks written notice before the date the leave was originally going to end.

(d) Rights During A Leave

- i) During pregnancy leave and/or parental leave, the nurse continues to participate in all benefit plans unless he/she elects in writing not to do so. A nurse who contributes to the benefits premium costs, shall provide the Employer with post-dated cheques, prior to commencement of the leave.
- ii) Seniority and service continues to accrue during the pregnancy and/or parenting leave.
- iii) Vacation days continue to accumulate while on pregnancy or parenting leave.
- iv) When the leave ends, the nurse shall be reinstated to the position the nurse most recently held with the employer, if it still exists, or to a comparable position, if it does not, unless the nurse's employment is ended for reasons solely unrelated to the leave.
- v) A nurse, who is on probation at the start of a leave, shall complete the probationary period after returning to work.

18.04 Education Leave

- i) Information concerning professional meetings, educational courses and/or workshops pertaining to any aspect of nursing shall be posted as far as possible in advance so that nurses may apply for leave of absence for the course.
- ii) Education leave will be granted in accordance with Policy VI-303 and such requests shall not be unreasonably denied.

18.05 Union Leave

Leaves of absence to attend to union business which cannot be conducted after normal business hours may be granted, without pay, at the discretion of the immediate supervisor, and retention of seniority shall be in accordance with Article 13.

Notwithstanding the above provision, the salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer for such salary as well as nineteen (19%) for all pension, vacation and benefit reimbursement.

Requests for such leaves must be made in writing in advance of the required time away from work.

18.06 Jury and Witness Duty

If a nurse is required to serve as a juror, or is required to attend as a subpoenaed Crown witness in a proceeding, or is subpoenaed in connection with a case arising from the nurse's responsibilities as a nurse of the Employer, he/she shall not lose regular pay to which he/she would have otherwise have been entitled, provided the nurse:

- i) notifies the Employer immediately upon receipt of any order or subpoena;
- ii) presents proof of attendance, if requested to do so;
- iii) repays to the Employer the amount (other than expenses) paid to him/her for such service.

18.07 Inclement Weather

- i) All nurses who are sent home early by management because of inclement weather that necessitates closure of the Employer's premises will be compensated for a full day's work.
- ii) All nurses who decide to, or are forced to, miss work because of inclement weather will not receive payment for the time away from work.
- iii) Notwithstanding (ii) above, a nurse with the approval of his/her immediate supervisor, may make up pay:
 - (a) from accumulated flex time or compensating time, or EPLT;
 - (b) from vacation time (half day or full day);

- (c) from personal leave hours;
- (d) if late, working additional hours (up to two (2) hours) in the same pay period.

18.08

Personal Leave (PLT)

- (a) Full-time nurses and regular part-time nurses who have completed three (3) months of employment and who commenced their employment between January 1 and June 30 and remain employed thereafter, shall be entitled to 28 hours of personal leave time with pay. Those hired between July 1 and October 1 shall be entitled to 10 hours of personal leave time with pay.
- (b) Personal leave time may only be taken with the approval of the immediate supervisor and must be used by the end of each calendar year.
- (c) In the event of termination of employment, personal leave time will be prorated based on the time worked in the year.
- (d) Nurses returning from Pregnancy Parenting or LTD shall receive a prorated reduction in their personal leave entitlement based upon the month he/she returns to active employment as in (a) above.
- (e) A nurse may be advanced 3 hours of the following year's PLT entitlement for an unexpected absence occurring in December of the current year, if the nurse has no flex time, comp time or PLT. An unexpected absence is an unanticipated or unforeseen incident, situation or event that arises.

18.09

Family Medical Leave (FML)

- i) Family Medical Leave will be granted in accordance with the Employment Standards Act 2000.
- ii) Eligibility for FML is dependent upon the issuance of a medical certificate by a qualified health practitioner and shall be provided to the Employer. The cost of the medical certificate shall be at the nurse's expense.
- iii) A nurse is entitled to up to eight weeks leave in a 26-week period.
- iv) The employer shall pay the one (1) week waiting period for E.I. Compassionate Care Benefits at seventy-five percent (75%) of the nurse's current rate. Current rate is defined as the hourly rate being paid at the time the leave begins.
- v) Six (6) weeks of FML may be paid by E.I. The Employer will top up to a maximum of seven (7) weeks of E.I. Benefits to seventy-five percent (75%) of the nurse's current rate.
- vi) During such leave, the nurse continues to participate in all benefit plans unless he/she elects in writing not to do so. A nurse who contributes to the benefits premium costs, shall provide the Employer with post-dated cheques, prior to commencement of the leave.

- vii) Seniority and service continues to accrue during the leave.
- viii) Vacation days continue to accumulate while on the leave. Upon return to work, a nurse shall take vacation time off in accordance with policy VI-340 and procedure VI-340 (a).
- ix) When the leave ends, the nurse shall be reinstated to the position the nurse most recently held with the employer, if it still exists, or to a comparable position, if it does not, unless the nurse's employment is ended for reasons solely unrelated to the leave.
- x) A nurse, who is on probation at the start of a leave, shall complete the probationary period after returning to work.

ARTICLE 19 - MEDICAL EXAMINATION AND HEALTH STATUS

19.01 i) Medical Examination

The Employer retains the right to require any nurse to have a medical examination for a determination of fitness to report for work or for validation of illness or injury.

The employer, the union, and the nurse, agree to collaborate to justify absences, to expedite decisions regarding eligibility or payment of benefits, and to facilitate a return to work.

The employer may require a medical statement of illness at any time for the following purposes:

- To justify absences as a result of illness or injury,
- To determine eligibility for benefits, and /or,
- To facilitate an early and safe return to work including accommodation.

For the above purposes, the Employer may utilize the expertise of external consultants to request and review such medical statements. Such consultants may make recommendations to the employer. It remains the employer's responsibility to make decisions on such matters. Such costs will be borne by the Employer. The nurse may request the assistance of a Union representative.

The Employer shall advise the union when it engages such a consultant. The Employer shall pay for all medical statements requested.

The nurse shall have the right to have the required medical examination conducted by his/her personal physician and will ensure that the relevant information is submitted to the Employer.

ii) Health Status

All nurses are required to maintain a level of protection against vaccine-preventable diseases in accordance with current Health Unit policy.

In an outbreak situation, the employer agrees to take reasonable steps to accommodate un-immunized nurses or those not taking prophylactic medications where they are available, through alternate work arrangements, however, if he/she cannot be reassigned, he/she may be placed on unpaid leave, or, may utilize any paid time entitlements owing to them.

The Manager in charge of Human Resources will maintain a record so that nurses can ensure their protection level is up to date and complete.

19.02 Nurses who are unable to make their dental and/or medical appointments, including EAP, outside of their scheduled hours of work may, with prior approval from their supervisor, be granted the necessary time for such appointments during their work hours.

Nurses may opt to:

- i) flex their work schedule, if the time required is less than or equal to one (1) hour, or
- ii) use accumulated comp time, or
- iii) use vacation time (half day or full day) or
- iv) personal leave hours, or
- v) use sick time (only to be used if the nurse is unable to return to work due to illness)

ARTICLE 20 - TRANSPORTATION ALLOWANCE

- 20.01
- i) The Union agrees that each nurse covered by this collective agreement who is required to drive his/her own vehicle or a leased vehicle on Employer business shall, if requested to do so, provide the employer with evidence that he/she is covered by his/her automobile insurance policy for business driving and personal liability and pays an additional premium.
 - ii) Those full-time and regular part-time nurses who meet the provision of 20.01(i) shall once each twelve month period receive the sum of up to \$125.00 towards the cost of any automobile business use insurance rider, upon proof of expense incurred.

Effective June 1, 2015, travelling allowances increases to one hundred and seventy-five dollars (\$175.00).

20.02 Each nurse who is required to drive a vehicle on employer business shall be reimbursed for each kilometre driven in accordance with the Employer's current policy. Such payment shall be paid to a nurse on a monthly basis. Any changes to the mileage policy will be jointly discussed between the Bargaining Unit President and the Employer prior to the implementation.

ARTICLE 21 - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE

21.01 The Employer agrees to pay the full premium cost to provide group malpractice and professional liability insurance. The purpose of this insurance is to cover

nurses in the event of legal action brought against such nurses arising out of the performance of his/her duties for the Employer while in the employment of the Employer. In any dispute the terms of the contract of insurance shall govern.

ARTICLE 22 - TERMINATION OF EMPLOYMENT

22.01 Notice of termination of employment shall be in accordance with the provision of the Employment Standards Act.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 The liability of the Employer with respect to the insurance plans set out herein is limited solely to the payment of the required premium to maintain the benefit.

The Employer may change the carrier to obtain the best price provided the coverage is no less than presently in force. The Employer agrees to notify the Union of any change.

In any dispute arising from the provision or non-provision of the covered benefits the contract of insurance shall govern.

The Employer shall provide each nurse with information booklets outlining all the current provision of the insured benefit plans. Upon request, the Employer will make the Plans available to the Union for inspection.

Any expense, benefits or service not covered by or not provided under any provincial health care services or plan, or any other government sponsored program or plan will not become part of any of the group insurance or benefits plans unless agreed to by the Employer. The Employer has no obligation to adjust any group insurance or benefits plans due to any changes made by government authorities or to any provincial services or plans, including OHIP.

The Employer's health benefit carrier shall be the "second payer" for health and drug benefits with the "first payer" being the Province under the Ontario Health Insurance Plan (OHIP) and the Ontario Drug Benefit Plan (ODBP), if such benefit coverage is available to any such nurse.

Pension Plan (OMERS) - Legislation requires that all full-time and part-time nurses, as defined by the Employer, become enrolled in the Ontario Municipal Employees Retirement system effective from his/her date of hire. Deductions from payroll are based on a percentage of gross salary, taking into account integration with the Canada Pension Plan plus an equal contribution paid by the Employer. Literature provided by OMERS is provided to all new staff.

Normal retirement under OMERS occurs when a nurse reaches his/her sixty-fifth (65th) birthday but is not mandatory. As a nurse reaches his/her planned retirement age, he/she shall give the Employer a minimum of 6 months' notice of their intention to retire.

Health Insurance Benefits

- (A) ELIGIBILITY - All full-time and regular part-time nurses who have completed three months of employment may be eligible for enrolment in the following benefit programs.

Note: Full-time nurses who accept a regular part-time position will have benefit premiums cost shared in accordance with that for all regular part-time nurses. This will be effective from the date of the transfer.

- i) Life Insurance Plan - A group term life insurance program which provides a benefit of life insurance coverage of twice the current salary of the insured, plus accidental death and disability, based on a similar amount. The employer's contribution of the premium cost is 100%. Effective June 1, 2015, life insurance cap increases to one hundred and seventy-five thousand dollars (\$175,000).
- ii) Nurses will have the option to acquire additional life insurance at no cost to the Employer to a maximum of Two Hundred and Fifty Thousand Dollars (\$250,000).
- iii) Dental Plan
- (a) A dental plan equivalent to the successor Blue Cross Plan #9 in the 2000 Ontario Dental Association Schedule, no deductible, no co-insurance and with a recall after nine (9) months for which the Employer shall pay seventy percent (70%) of the premium for all full-time nurses and fifty percent (50%) of the premium for regular part-time nurses. Effective March 1, 2016, ODA schedule changes to 2011.
- Effective July 1, 2017, a dental plan equivalent to the successor Blue Cross Plan #9 in the 2000 Ontario Dental Association Schedule, no deductible, no co-insurance and with a recall after nine (9) months for which the Employer shall pay seventy-five percent (75%) of the premium for all full-time nurses and fifty percent (50%) of the premium for regular part-time nurses. ODA schedule changes to 2014.
- (b) In addition, the dental plan shall include coverage for crowns equivalent to the successor Blue Cross #4 (major treatment) for which the employer shall pay 50% of the premium for eligible nurses.
- (c) Routine maximum \$2000/person/year
- iv) Medical Plan
- (a) Eligible nurses will be enrolled in an Extended Health Benefit Plan with a carrier selected by the Employer. The Employer may change the carrier to obtain the best price provided the coverage is no less than presently in force. The Employer agrees to notify nurses of any change. Premiums paid will be in accordance with (d) below.
- (b) Semi-private hospitalization.

- (c) Vision Care – Eye exam once every 24 months per person up to a maximum of \$90 per visit per person.
Eyeglasses or contact lenses – maximum in a 24 month period \$400 per person. The Employer agrees to reimburse a nurse a once in a life time \$300 amount towards the cost of laser eye surgery. Upon receiving a copy of the payment of receipt, the reimbursement will be processed. Upon doing so, the nurse shall not be entitled to their eye glasses and contact lenses entitlement for the next 24 month period.

Effective July 1, 2017, Vision Care – Eye exam once every 24 months per person up to a maximum of \$100 per visit per person.
Eyeglasses or contact lenses – maximum in a 24 month period \$450 per person. The Employer agrees to reimburse a nurse a once in a life time \$300 amount towards the cost of laser eye surgery. Upon receiving a copy of the payment of receipt, the reimbursement will be processed. Upon doing so, the nurse shall not be entitled to their eye glasses and contact lenses entitlement for the next 24 month period.

- (d) Drug Plan - The plan shall include a Managed Health Care Plan that is a 2 tier drug plan ODB at 100% with a \$7.00 per prescription fee plus Plan 88 at 80% reimbursement with a \$7.00 prescription fee. It is understood that Plan 88 is any drug legally requiring a prescription and there is an annual cap on drugs of \$20,000 per year per individual.
- (e) The Employer will pay one hundred percent (100%) of the premiums for such health care plans (medical, vision, drug) for all full-time enrolled nurses and fifty percent (50%) of the premiums on behalf of regular part-time enrolled nurses.
- (f) Health insurance benefits do not continue during lay-off.
- v) Employee Assistance Program - The Employer shall provide an Employee Assistance Program for full-time and regular part-time employees and their immediate families. Nurses must have successfully completed their probationary period. The Employer will pay in each calendar year, 100% of the first five (5) visits and 50% of the next three (3) visits.
- vi) Physiotherapy - Services will be capped at \$2500 per person per year.
- vii) Paramedical: Combined paramedical practitioner coverage including psychologist, speech therapist, chiropractor, osteopath, chiropodist/podiatrist or naturopath. \$750 per person per year. Effective July 1, 2017, \$900 per person per year.
- viii) Registered massage therapy \$250. Effective July 1, 2017, registered massage therapy \$400.
- B) Active nurses after the age of sixty-five (65) may be eligible for the following benefits except LTD. Life or AD&D and any other applicable benefits shall be in accordance with the contract of insurance. The Employer shall be the “second payer” for health and drug benefits with the

“first payer” being the Province under the Ontario Health Insurance Plan (OHIP) and the Ontario Drug Benefit Plan (ODBP).

ARTICLE 24 - INTERPRETATION AND MISCELLANEOUS

24.01 When the context so requires wherever the singular or masculine is used in this Agreement it shall be read as if the plural or feminine respectively were used.

24.02 Copies of Contracts

One copy of each newly negotiated contract will be provided by the Employer to all nurses employed by the Employer.

24.03 Where a classification not included in Schedule “A” is created, the Employer shall assign a rate of pay to the classification, and advise the Union. If requested, the Employer agrees to meet with the Union to discuss the assigned rate of pay. If the Union does not agree with the rate established by the Employer, a grievance may be filed at Step 2 of the Grievance Procedure within seven (7) days of the meeting.

If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 16. Notwithstanding anything to the contrary in this Agreement, the jurisdiction of the Arbitrator or Arbitration Board shall be limited to confirming the rate of pay assigned by the Employer to establish some other rate based upon the relationship existing among other classifications in this Collective Agreement (Schedule “A”).

ARTICLE 25 - BULLETIN BOARDS

25.01 The Employer will provide designated space on its bulletin boards for use by the Union.

Such space is to be used only for the purpose of disseminating information concerning Union meetings, elections, social affairs and other non political union news of general interest to the nurses.

Prior to posting, notices must have the approval of the Manager, Human Resources or his/her designate. Such approval will be given within one (1) work day.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 This Agreement shall remain in effect from May 1, 2017 until April 30, 2020 and shall be automatically renewed from year to year thereafter, unless either party gives to the other party written notification of termination or desire to amend the agreement within ninety (90) days prior to the expiry of this agreement.

A ratification meeting by each party shall be held as quickly as possible following the signing of a memorandum of agreement. Ratification by one party shall be confirmed to the other party in writing. The ratification date shall be the date provided by the Union.

None of the terms of this Agreement shall be retroactive before its coming into force, and any terms agreed to be retroactive shall only be retroactive for nurses employed at the time of ratification.

Dated at BCHU, Ontario, this 25 day of August, 2017.

FOR THE EMPLOYER

FOR THE UNION

J. Tober

Susan Delisle Gosse
Labour Relations Officer

Ashley McLean
Bargaining Unit President

Marija Da Costa

Richard Hesch

33
SCHEDULE 'A'

Clinic RN

	Effective May 1, 2017	Effective May 1, 2018	Effective May 1, 2019
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
LEVEL 1	\$32.51	\$33.00	\$33.66
LEVEL 2	\$33.28	\$33.78	\$34.46
LEVEL 3	\$34.10	\$34.61	\$35.30
LEVEL 4	\$34.92	\$35.44	\$36.15
LEVEL 5	\$35.78	\$36.32	\$37.05
LEVEL 6	\$36.63	\$37.18	\$37.92
LEVEL 7	\$37.50	\$38.06	\$38.82
LEVEL 8	\$38.38	\$38.96	\$39.74

Diploma PHN

	Effective May 1, 2017	Effective May 1, 2018	Effective May 1, 2019
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
LEVEL 1	\$39.25	\$39.84	\$40.64
LEVEL 2	\$39.73	\$40.33	\$41.14
LEVEL 3	\$41.07	\$41.69	\$42.52
LEVEL 4	\$41.94	\$42.57	\$43.42
LEVEL 5	\$42.86	\$43.50	\$44.37
LEVEL 6	\$43.79	\$44.45	\$45.34
LEVEL 7	\$44.72	\$45.39	\$46.30
LEVEL 8	\$45.65	\$46.33	\$47.26

BScN PHN

	Effective May 1, 2017	Effective May 1, 2018	Effective May 1, 2019
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
LEVEL 1	\$39.33	\$39.92	\$40.72
LEVEL 2	\$40.25	\$40.85	\$41.67
LEVEL 3	\$41.12	\$41.74	\$42.57
LEVEL 4	\$42.00	\$42.63	\$43.48
LEVEL 5	\$42.95	\$43.59	\$44.46
LEVEL 6	\$43.85	\$44.51	\$45.40
LEVEL 7	\$44.78	\$45.45	\$46.36
LEVEL 8	\$45.69	\$46.38	\$47.31

RPN

	Effective May 1, 2017	Effective May 1, 2018	Effective May 1, 2019
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
LEVEL 1	\$26.56	\$26.96	\$27.50
LEVEL 2	\$27.15	\$27.56	\$28.11
LEVEL 3	\$27.75	\$28.17	\$28.73
LEVEL 4	\$28.38	\$28.81	\$29.39
LEVEL 5	\$28.99	\$29.42	\$30.01
LEVEL 6	\$29.63	\$30.07	\$30.67
LEVEL 7	\$30.28	\$30.73	\$31.34
LEVEL 8	\$30.97	\$31.43	\$32.06

RN Health Promoter

	Effective May 1, 2017	Effective May 1, 2018	Effective May 1, 2019
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
LEVEL 1	\$35.41	\$35.94	\$36.66
LEVEL 2	\$36.97	\$37.52	\$38.27
LEVEL 3	\$38.52	\$39.10	\$39.88
LEVEL 4	\$40.07	\$40.67	\$41.48
LEVEL 5	\$41.64	\$42.26	\$43.11

Nurse Practitioner

	Effective May 1, 2017	Effective May 1, 2018	Effective May 1, 2019
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
LEVEL 1	\$47.36	\$48.07	\$49.03
LEVEL 2	\$48.39	\$49.12	\$50.10
LEVEL 3	\$49.46	\$50.20	\$51.20
LEVEL 4	\$50.53	\$51.29	\$52.32
LEVEL 5	\$51.64	\$52.41	\$53.46
LEVEL 6	\$52.79	\$53.58	\$54.65
LEVEL 7	\$53.94	\$54.75	\$55.85
LEVEL 8	\$55.12	\$55.95	\$57.07

1.
 - i) The above salaries include an allowance of \$500 per year for public health nurses who have a BScN.
 - ii) A nurse who does not have a BScN. and who obtains such a degree, shall, upon satisfactory proof thereof, be moved from his/her present level on his/her wage grid, to a level on the BScN. scale which is the next higher rate of pay than that which he/she is currently earning.
 - iii) Progression and annual increments shall thereafter become effective on the anniversary date of his/her receiving the higher rate of pay in the new classification.
 - iv) A nurse who is not paid on the BScN wage scale who obtains a Bachelor's degree in a relevant discipline, as determined by the Employer, shall, upon satisfactory proof thereof be paid a per hour worked wage increase equivalent to \$500.00 per year. However, such hourly rate shall not exceed the maximum rate for a BScN nurse.

2. Annual increments shall be effective on an individual nurse's anniversary date in their classification.

Casual nurses shall be entitled to one increment for every 1820 hours worked.

3. Previous nursing experience will be recognized on the following basis:
 - i) One increment for each full year of public health nursing experience, in an official public health agency to the maximum of the sixth step on the grid.
 - ii) One increment for every two full years of staff nursing with VON, St. Elizabeth, Occupational Health Nursing or Home Care Program Case Management in another agency to the maximum of the fifth step on the grid.
 - iii) One increment for every two (2) full years of hospital staff nursing or nursing education experience to the maximum of the fifth step on the grid.
 - iv) Other previous nursing experience, or related public health experience, not identified above may be recognized for one increment for every two (2) full years of experience to the maximum of the fifth step on the grid.
 - vi) After a break of more than 5 years in service, public health nursing experience will be recognized at one increment for every two full years of experience; all other nursing experience will be recognized at one increment for four years experience to the maximum of the fifth step on the grid.

Registered Nursing Position:

- i) One increment for each full year of nursing experience in an official public health agency, to the maximum of the sixth step on the grid.
- ii) One increment for every two full years of staff nursing experience in VON, St. Elizabeth, hospital, doctor's office, or Occupational Health Nursing, to the maximum of the fifth step on the grid.
- iii) Other previous nursing experience, not identified above may be recognized up to a maximum of the fifth step on the grid.
- iv) After a break of more than 5 years in service, previous nursing experience as identified above will be recognized at one increment for every four years of experience to the maximum of the fifth step on the grid.

Registered Practical Nurse:

- i) One increment for each full year of nursing experience in an official public health agency, to the maximum of the sixth step on the grid.
- ii) One increment for every two full years of staff nursing experience in VON, St. Elizabeth, hospital, doctor's office, or Occupational Health Nursing, to the maximum of the fifth step on the grid.
- iii) Other previous nursing experience, not identified above may be recognized up to a maximum of the fifth step on the grid.
- iv) After a break of more than 5 years in service, previous nursing experience as identified above will be recognized at one increment for every four years of experience to the maximum of the fifth step on the grid.

Nurse Health Promoter:

- i) One increment for each full year of nursing experience in an official public health agency, to the maximum of the fifth step on the grid.
- ii) One increment for every two full years of staff nursing experience in VON, St. Elizabeth, hospital, doctor's office, or Occupational Health Nursing, to the maximum of the fifth step on the grid.
- iii) Other previous nursing experience, not identified above may be recognized up to a maximum of the fifth step on the grid.
- iv) After a break of more than 5 years in service, previous nursing experience as identified above will be recognized at one increment for every four years of experience to the maximum of the fifth step on the grid.

Nurse Practitioner:

- i) One increment for each full year of nursing experience in an official public health agency, to the maximum of the fifth step on the grid.

- ii) One increment for every two full years of staff nursing experience in VON, St. Elizabeth, hospital, doctor's office, or Occupational Health Nursing, to the maximum of the fifth step on the grid.
- iii) Other previous nursing experience, not identified above may be recognized up to a maximum of the fifth step on the grid.
- iv) After a break of more than 5 years in service, previous nursing experience as identified above will be recognized at one increment for every four years of experience to the maximum of the fifth step on the grid.

For all positions:

- i) Experience will be interpreted as full-time experience. Part-time experience will be recognized based on actual hours worked.
 - ii) Increments are credited for fully completed multiples of years of nursing experience or, at the discretion of the service director, incomplete units of service may be credited.
 - iii) At the time of hire, the Employer will provide the newly employed nurse with a copy of the Collective Agreement between the Brant County Health Unit and the Ontario Nurses' Association.
4. When a nurse is assigned the duties of a supervisory position he/she shall be paid a responsibility allowance of fifteen dollars (\$15.00) per day.

LETTER OF UNDERSTANDING

Between:

BRANT COUNTY HEALTH UNIT, NURSING

And:

ONTARIO NURSES' ASSOCIATION

Re: Hours of Work

The parties recognize that it is the function of the Health Unit to provide services and/or participate in community events on weekends.

The parties recognize the desire of staff to not be regularly scheduled to work weekends.

Regular full-time and regular part-time staff will not be regularly scheduled to work more than one (1) weekend per month unless mutually agreed between the nurse and/or his/her Director/Manager. This restriction does not apply to casual part-time and temporary staff.

All proposed work schedules must be submitted according to Article 7 of the Collective Agreement.

Regular full-time staff will be entitled to compensating time for these weekend (Saturday and/or Sunday) hours worked provided that his/her compensating bank is not maximized. Should that be the case, or if chosen, the weekend hours shall be accommodated in the current two (2) week period.

This letter will be attached to and become part of the Collective Agreement.

Dated at BCHU, Ontario, this 25 day of August, 2017.

FOR THE EMPLOYER

FOR THE UNION

J. Tober

Susan Delisle Gosse
Labour Relations Officer

Ashley McLean
Bargaining Unit President

Marija Da Costa

Richard Hesch

LETTER OF UNDERSTANDING

Between:

BRANT COUNTY HEALTH UNIT, NURSING

And:

ONTARIO NURSES' ASSOCIATION

Re: Harassment / Discrimination

The parties recommend and encourage any nurse who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's policies.

A pamphlet will be provided to all new hires that outlines the process.

Where a nurse requests the assistance and support of the Union, such representation shall be allowed.

Dated at BCHU, Ontario, this 25 day of August, 2017.

FOR THE EMPLOYER

FOR THE UNION

J. Tober

Susan Delisle Gosse
Labour Relations Officer

Ashley McLean
Bargaining Unit President

Marija Da Costa

Richard Hesch

LETTER OF UNDERSTANDING

Between:

BRANT COUNTY HEALTH UNIT, NURSING

And:

ONTARIO NURSES' ASSOCIATION

Re: Earned Personal Leave Time – up to an additional 21 hours per calendar year

- (a) Full-time permanent nurses, who have limited opportunity to earn flex-time and who have successfully completed their probationary period may request to accrue up to an additional 21 hours of Earned Personal Leave Time per calendar year by indicating their intention to their immediate supervisor and Human Resources by filling out the appropriate application form at least one month in advance of the proposed start date.
- (b) Earned Personal Leave Time application forms shall be accompanied with a calendar setting out the proposed work schedule for the requested period of time.
- (c) These applications shall be approved by Human Resources.
- (d) Work schedules must begin anytime between 8:00 a.m. and 9:00 a.m. and end anytime between 4:00 p.m. and 5:00 p.m.
- (e) A nurse may request to take a one half hour meal period or adjust his/her work schedule by one half hour. The employer may approve Earned Personal Leave Time for scheduled work in excess of ½ and one hour increments.
- (f) Such requested schedules will be created without negatively impacting services to internal and external clients/customers, make efficient use of staffing and at no additional cost/remuneration/benefit/entitlement.
- (g) It is expected that all nurses arrive on time and begin work at the approved start time.
- (h) If a nurse is working under the Hours of Work clause in their respective collective agreement and accruing flex time, he/she will not be approved to accrue Earned Personal Leave Time.
- (i) All Earned Personal Leave Time must be used by the end of each calendar year. A nurse who has an unexpected extended leave of absence and remains off for the last two months of the calendar year and therefore is unable to use their Earned Personal Leave Time may carry over the unused time to be used within 30 calendar days of the nurses' return to work in the new calendar year.
- (j) Such Earned Personal Leave Time is not a right and may be allowed, continued and discontinued at the discretion of the organization, and shall not be the subject of a grievance under the collective agreement nor referred to arbitration.

(k) This Letter of Understanding does not preclude the employer from scheduling an employee in accordance with the Employer's rights in the collective agreement inclusive of scheduling employees to work flexible hours to accommodate program/client/customer needs.

***This letter of understanding Expires April 29, 2020

Dated at BCHU, Ontario, this 25 day of August, 2017.

FOR THE EMPLOYER

FOR THE UNION

J. Tober

Susan Delisle Gosse
Labour Relations Officer

Ashley McLean
Bargaining Unit President

Marija Da Costa

Richard Hesch
