

## **COLLECTIVE AGREEMENT**

Between:

**THE BOARD OF HEALTH FOR THE LEEDS,  
GRENVILLE AND LANARK DISTRICT HEALTH UNIT**  
(hereinafter referred to as "the Employer")

And:

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

**Expiry: March 31, 2024**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and ONA and its bargaining unit at the Employer under Local 137. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.01 It is recognized that nurses and the employer wish to co-operate to provide the best possible public health services.
- The Employer, that is the Board of Health, recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed by the Employer save and except Supervisors of Nursing and those above that position.
- 2.02 The Ontario Nurses' Association recognizes its continuing responsibilities as a party to this Agreement but all references to officers, representatives, and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the Ontario Nurses' Association on whose behalf this Collective Agreement has been entered into by the Ontario Nurses' Association.
- 2.03 The Employer agrees that it shall not assign work normally performed by any member of the bargaining unit to another employee out of the bargaining unit if such re-assignment results in the layoff of a nurse.

## **ARTICLE 3 – REPRESENTATION AND ASSOCIATION SECURITY**

- 3.01 The Employer shall recognize the following committees from the bargaining unit as Association representatives:
- (a) The Grievance Committee, comprised of up to three (3) nurses, will process all grievances through the grievance procedure and assist nurses in the preparation of any complaints or grievances that may arise subject to Article 12;
  - (b) The Negotiation Committee, comprised of three (3) nurses and an alternate as required, will negotiate renewals of this Agreement with the Employer as required; and
  - (c) The ONA/Management Committee, comprised of three (3) nurses from the bargaining unit, will:
    - (i) discuss matters arising out of the interpretation or administration of this Agreement which are not the subject matter of a grievance;
    - (ii) discuss any changes in rules, policies, procedures or programs affecting members of the bargaining unit prior to their implementation by the Employer; and
    - (iii) discuss other matters of concern.

The Employer shall meet with the ONA/Management Committee at mutually agreeable times, or as provided by the terms of this Agreement, and in any event there shall be at least one meeting every three (3) months. The party requesting a meeting shall provide the other with an agenda as early as reasonably possible prior to the meeting.

A representative of the Ontario Nurses' Association may attend meetings if so requested by either party.

(d) Multi-Workplace Joint Health and Safety Committee

- (i) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Health Unit in order to prevent injury and illness and accordingly, have agreed upon terms of reference for the Multi-Workplace Joint Health and Safety Committee.
- (ii) The Employer agrees to accept as a member of its Multi-Workplace Joint Health and Safety Committee, two (2) representatives selected or appointed by the Association from amongst bargaining unit employees.
- (iii) The Employer agrees to abide by the provisions of the *Occupational Health and Safety Act of Ontario 1990*, to the extent that it applies to its operation.

(e) Financial Advisory Committee

- (i) One nurse who represents the Association will sit on the Financial Advisory Committee. The Association will be allowed an alternative representative to this Committee.

The Employer shall be notified in writing of the names of the nurses on each of the Committees and whenever any changes occur.

3.02 The Employer will deduct from the pay due to each nurse a sum equal to regular monthly Association dues for each month in which a nurse works.

The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will remit monthly to the Vice-President, Local Finance of the Union, 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 showing each nurse's name, Social Insurance Number and amount deducted per nurse. A copy of this list, without Social Insurance Numbers, will be sent concurrently to the local Union. The Employer shall provide the information currently provided, in an electronic format. In addition, should dues be included in any month on behalf of a nurse(s) that are attributed to a prior month, the month(s) will be indicated.

The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

3.03 Neither party to this Agreement nor representatives of the parties shall discriminate against any nurse because of the nurse's participation in or lack of participation in the Association.

- 3.04 The Association will not engage in Association activities during working hours or hold meetings at any time on the premises of the Employer without permission of the Chief Executive Officer or their designate.

It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first informing their supervisor.

Time spent on Union business will be recorded by the Union representative(s) in the time tracking system.

- 3.05 During the official orientation period of new hires, an officer or representative of the Association shall be allowed a half hour within regular working hours, to meet with the nurse or nurses. In order to facilitate this process, the local union President will be given the names of all new hires. If the time allowed is inadequate for such interview, permission may be requested from the supervisors of the representative and the employee for additional time. Such requests shall not be unreasonably denied.
- 3.06 The Association may elect or otherwise appoint one (1) representative in each office to assist nurses in the presentation of grievances under Article 12 of this Agreement. The Employer shall be kept currently advised on the names of such representatives.
- 3.07 The Employer shall provide the Association with names, addresses, and offices of employment of new nurses within one (1) month of their starting date as well as advising the Union on a monthly basis of nurses who are no longer employed by the Employer and those who are off on leaves of absence.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The Association recognizes that the Employer retains the historical rights of management save insofar as they are modified by this Agreement.
- 4.02 The Association acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer and suspend nurses and also the right of the Employer to discipline or discharge any nurse for just cause, provided that a claim by a nurse that the nurse has been dealt with contrary to the provisions of this Agreement, or that the nurse has been disciplined or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 4.03 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 as follows:
- The right to decide on the number and type of nurses needed by the Employer at any time;
  - The number and location of offices, clinics required at any time;
  - The right to use modern methods, machinery and equipment;
  - The jurisdiction over all its required offices, are solely and exclusively the responsibility of the Employer.

The Employer also has the right to make and alter from time to time rules and regulations to be observed by the nurses. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

- 4.04 (a) In the case of a transfer of a nurse from one office to another at the request of the Employer, the Employer agrees to pay the cost of moving household furnishings and personal goods from the municipality in which the nurse is located to the municipality to which the nurse is transferred, provided:
- (i) The nurse obtains and the Employer approves the cost estimate prior to such move, and
  - (ii) The nurse moves their place of residence within six (6) months following the date of such transfer.
- (b) In the case of a transfer of nurses from one office to another because of a request by the nurse or because of the exercise of seniority under this Agreement, the nurse concerned shall bear any costs involved in moving from one geographical location to another.
- (c) In the event the Employer will be closing an existing office and relocating nurses to other offices, the Employer will meet with the Association to discuss the process for reassignment of affected nurses.
- 4.05 A printed copy of this Agreement will be available to members upon request and will also be available electronically on the Employer intranet. Costs of printing will be paid by the Employer.

## **ARTICLE 5 – RELATIONSHIPS**

- 5.01 Each of the parties hereto agree that there will be no discrimination against any nurse within the meaning of the *Ontario Human Rights Code*, as may be amended from time to time.
- 5.02 **No Strike - No Lockout**
- 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, picketing, slowdown, or stoppage of work either complete or partial and the Employer agrees that there will be no lockout.
- 5.03 No nurse shall be required to undertake the care of a client when to do so would be incompatible with the Code of Ethics of the nursing profession and *the College of Nurses of Ontario Standards and Guidelines* or place the nurse in violation of the regulations passed under the provisions of *The Regulated Health Professions Act*, as may be amended from time to time, except in an emergency situation where the provision or withdrawal of service would place a client's life in immediate danger.
- 5.04 The parties are committed to a workplace environment free of harassment, violence, and discrimination, and recognize the importance of addressing discrimination, violence, and harassment issues in a timely and effective manner.

Such commitment will include workplace strategy in preventing and eliminating harassment through development of policy, implementation of programs, communications, training and education and a complaint-resolution process.

## **ARTICLE 6 – SENIORITY**

- 6.01 Seniority for full time nurses shall be defined as the length of continuous service with the Employer since the last date of hire but shall not include any leaves of absence without pay of more than thirty (30) calendar days unless otherwise provided herein. Seniority for part time, term and casual nurses will be calculated in accordance with their actual straight time hours worked as recorded in the time tracking system. Any hours worked to be used as flex time at a later date will not count twice towards seniority calculations. A newly hired nurse shall be considered probationary until they have successfully completed the requisite probationary period. The probationary nurse's name will be added to the seniority list noting their date of hire or their seniority to the point the list is published.
- 6.02 The probationary period for all full time permanent nurses shall be six (6) months. The probationary period for all part time (permanent and temporary), full time (temporary) and casual nurses shall be for a period equal to six (6) months' time actually worked not to exceed two (2) years. The Employer may discipline or terminate the employment of a probationary employee for just cause.
- The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:
- (a) reasons which are arbitrary, discriminatory or in bad faith;
  - (b) exercising a right under this Collective Agreement.
- 6.03 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
- (a) when on approved leave of absence with pay;
  - (b) when on an approved leave of absence without pay of less than thirty (30) calendar days;
  - (c) when in receipt of short term disability benefits;
  - (d) when in receipt of Workplace Safety and Insurance Act benefits;
  - (e) when on pregnancy or parental leave as defined in Article 13.05, including such extension as permitted under this Article.
- 6.04 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:
- (a) for a period of eighteen (18) months after short term disability benefits have been exhausted;
  - (b) layoff for a period of less than eighteen (18) months due to the reduction in nursing staff.

- (c) temporarily relieving in a position outside of the bargaining unit for a period of up to one year, unless the parties mutually agree in writing to extend such time period.
- (d) for a period of six months should an employee be successful in obtaining a permanent management position. During this period if either the employee or the employer determine that the employee is not suited to the new position, the employee will be returned to their former position and all other employees affected will similarly revert to their former positions
- (e) on a leave of absence without pay for a period longer than thirty (30) calendar days.

6.05 Seniority rights shall cease, and employment will be terminated, for any of the following reasons:

- (a) The nurse resigns;
- (b) The nurse is discharged and not reinstated;
- (c) They are absent without leave and without just cause made known to and accepted by the Employer for any period in excess of five (5) consecutive working days;
- (d) They are laid off and not recalled to work within a period of eighteen (18) months from the date of layoff;
- (e) Within seven (7) calendar days of receipt of notice of recall sent by the Employer by registered mail to the nurse's last known address, they fails to notify the Employer of their intention to return to work or, subsequently, fails to return to work within ten (10) calendar days after such notice was sent;
- (f) The nurse is absent from work due to illness for a period of eighteen (18) months after short term disability benefits have been exhausted. Such period may be extended in an individual case by case agreement between the Employer and the Association;
- (g) The nurse is a casual nurse who has not worked for the Employer for a period of eighteen (18) months. In the event that a casual nurse is terminated the member and the Association will be notified in writing.

6.06 There shall be one (1) seniority list for all nurses covered by this Collective Agreement. Such list shall be posted in February and in August of each year. The list will show names, professional category, the accumulation of seniority, date of hire and anniversary date. Copies of the seniority list will be posted electronically on the intranet and a copy of the list shall be sent to the Association. An updated seniority list will be created whenever a layoff is planned.

6.07 Complaints concerning the accuracy of such list must be submitted in writing to Human Resources within twenty-one (21) calendar days from the date the seniority list is posted. If no such complaint is received within that time, such list shall be

presumed to be accurate. When proof of error is presented by the nurse or their representative, such error shall be corrected and when so corrected the agreed upon seniority accumulation level shall be final. Unless agreed to by the Association, no change in the seniority status of the nurse shall be made.

## 6.08

Job Posting

- (a) When a vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy will be posted for a period of seven (7) working days. The posting shall include the office location of the position, the program the vacancy is in, the responsible manager at the time of the posting, posting date and removal date, FTE equivalent, status, mandatory requirements, and preferred requirements.

At the time of posting the Employer will also send a notice of the job posting to all members of the bargaining unit on the Employer's internal e-mail list for all nurses.

In filling vacancies and in cases of transfer, promotion, demotion and layoff, the following factors shall be considered:

- (ii) Skill, ability, experience, qualifications, and where these are relatively equal;
- (iii) Seniority.

Where the factors in (i) are relatively equal as between two or more nurses, factor (ii) shall govern. However, in the case of layoff, factor (ii) shall govern provided that the senior nurse is qualified, able and willing to perform the available work. Nurses shall be recalled in the order of seniority providing they are qualified to do the work. No new nurse shall be hired until those laid off have been given the opportunity of re-employment;

- (b) In the event the only applicants are nurses who have not completed their probationary period and the factors in (i) above are relatively equal, the nurse who has the greatest number of hours worked with the Employer will be awarded the position.
- (c) Any nurse may fill out an appropriate transfer form, indicating an interest in working elsewhere, either program or office location, in the Health Unit and that application will be considered when a vacancy occurs.
- (d)
  - i) Nurses who are the successful applicant for a term status position will fulfil the duration of the position.
  - ii) If a nurse is successful in attaining a permanent status position, the nurse will move to the permanent status position within one (1) month and can only apply for another term status position after a period of six (6) months.
  - iii) The above does not prevent the nurse from applying for another permanent position.

- iv) The parties may mutually agree to support a nurse's request to move from one position to another position.

6.09 Except in the cases of newly hired nurses, the successful applicant to the above mentioned postings shall be given a three (3) month familiarization period; in the case of a term employee or a casual employee this familiarization period will be six (6) months. This familiarization period refers to a period of orientation, observation and appraisal. During such period, the Director will assess whether the nurse will remain in their new position, or at the nurse's own request, the nurse may be returned to their 'former position and all other employees affected will similarly revert to their former positions.

#### 6.10 Layoff

- (a) In the event that the Employer proposes a layoff at the Health Unit, prior to such layoff, the Employer shall meet with the nurses affected and a representative of the Association to discuss the reasons causing the layoffs and the method in which the layoff is to be implemented including those areas of cut-back and the nurses to be laid off. Affected nurses and the Association shall be given notice of layoff or pay in lieu thereof in an amount equal to twice that required by the Employment Standards Act.
- (b) The Employer shall layoff nurses within their classification on the basis of seniority, provided that supernumerary then probationary nurses shall be laid off first and the most junior nurses shall be laid off thereafter. The nurses remaining after such layoff shall be qualified to perform the duties and responsibilities of the available work after a familiarization period of three (3) months.
- (c) Nurses whose positions have been declared redundant may exercise their seniority by bumping into available positions on the following basis:
  - (i) A nurse may bump a more junior nurse;
  - (ii) A nurse shall only bump to a position within the bargaining unit for which the nurse is qualified to perform the duties and responsibilities of the available work after a familiarization period of three (3) months.
- (d) Nurses shall be recalled to positions in the bargaining unit in the reverse order of layoff provided they are qualified to perform the duties and responsibilities of the position after a familiarization period of three (3) months.
- (e) All nurses who are on layoff will be given job opportunities in the bargaining unit before any new nurse is hired into the bargaining unit, provided the nurse on layoff is qualified to perform the duties and responsibilities of the position after a familiarization period of three (3) months.

### **ARTICLE 7 – HOURS OF WORK**

7.01 The hours of work for nurses shall be flexible. Flexible hours of work shall be subject to the following conditions:

- (a) The regular hours of work shall consist of seventy (70) hours in a pay period (two weeks) scheduled from Monday to Friday;

- (b) There shall be two (2) paid fifteen (15) minute breaks each day; breaks are not cumulative, nor does the lack of a break period result in overtime or flex time.
- (c) The regular work day shall consist of seven (7) hours which shall be worked between 0700 hours and 2200 hours of each day;
- (d) It shall be the responsibility of the nurse in co-operation with their team and a supervisor to schedule their hours of work in any week provided;
  - (i) Work shall be conducted during regular hours of work except in special circumstances;
  - (ii) A nurse will normally work seven (7) hours per day unless mutually agreed by the nurse and the supervisor;
  - (iii) The nurse's supervisor may, from time to time, review the nurse's schedule and in the event that it is unreasonable, having regard to the requirements of the operation of the Employer and the nurse's individual situation, the nurse may be required to amend their schedule;
  - (iv) A nurse may split their hours of work in any one day;
  - (v) A full time nurse shall receive overtime payment for all hours worked in excess of seventy (70) hours in a pay period (two weeks);
  - (vi) A regular part time nurse shall receive overtime payments for all hours worked in excess of seventy (70) hours in a pay period (two weeks);
  - (vii) A casual nurse shall receive overtime payments for all hours worked in excess of seven (7) hours per day;
  - (viii) A casual nurse who is offered work on a Saturday, Sunday, or Paid Holiday will be paid the appropriate overtime premium for those hours;
  - (ix) Overtime and premium pay shall be calculated in accordance with Article 7.02.
- (e) When circumstances arise that a nurse is unable to use planned flex time within the pay period such time shall be carried forward at straight time in their flex bank. However, if the Employer requires the nurse to change their scheduled flex time, the resulting hours will be at overtime rates.

7.02 (a) Overtime

Overtime shifts will be offered to nurses who are qualified and trained to do the work in question. If more nurses are available than required by the Employer, then preference will be given to full-time nurses, in order of seniority, followed by part-time nurses (including job-sharers), in order of seniority, then casual nurses in order of seniority.

- (b) A nurse required to work on a Saturday shall be paid for all such hours worked at either the rate of one and one-half times their regular straight time hourly rate of pay or equivalent time off.
- (c) A nurse required to work on a Sunday or a paid holiday shall be paid for all such hours worked at either the rate of two (2) times their regular straight time hourly rate of pay or equivalent time off in addition to the nurse's holiday pay.
- (d) Time off for overtime worked may only be accumulated to a maximum of thirty-five (35) hours. Overtime worked in excess of accumulated time off will be paid at overtime rates per 7.02 (a) and (b) in the pay period following submission of time records.
  - (i) Overtime is to be taken at a time that is mutually agreeable to the nurses and the supervisor.
  - (ii) Nurses who have overtime standing to their credit at the end of the calendar year are obliged to take such time off by March 31st of the following year. Overtime to be paid to the nurse will be paid prior to December 25 of the year during which it is accumulated. A nurse who has overtime accumulated after the second Friday in December will notify Human Resources within the first week in January whether the time will be paid out or taken in lieu thereof. If it is to be paid out, it will be processed on the next payroll processing date. In any event, the time must be taken before the end of March of the following year.

Overtime carried over for use in the first quarter of the next year can only be taken as time, and not paid out.

7.03 A nurse who is not at work and is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates provided this minimum guarantee does not apply to situations where a nurse is required to work overtime immediately before or immediately after their regularly scheduled shift.

7.04 A compressed work week will be considered by the supervisor so long as such work week does not interfere with the agency's ability to deliver programs and services and does not have a negative impact on the work of other employees.

It shall be the responsibility of the nurse in co-operation with their team and a supervisor to schedule their hours of work in any week provided:

- (a) Work shall be conducted during regular hours of work except in special circumstances;
- (b) The nurse's supervisor may, from time to time, review the nurse's schedule and in the event that it is unreasonable, having regard to the requirements of the operation of the Employer, the nurse may be required to amend their schedule;
- (c) A nurse may split their hours of work in any one day;

- (d) A full time nurse shall receive overtime payment for all hours worked in excess of twelve (12) hours per day, or seventy (70) hours per pay period (two weeks);
- (e) Overtime shall be paid in accordance with Article 7.02;
- (f) Any day of leave authorized under Article 13, any day of sick leave, paid holiday or a vacation day shall be considered as a seven (7) hour day.

## **ARTICLE 8 – PERFORMANCE ASSESSMENT**

- 8.01 (a) The newly hired nurse shall be considered probationary as outlined in 6.02. One (1) month prior to the end of their probation, or as otherwise deemed necessary, and within ten (10) calendar days prior to expiration of the probationary period, a written assessment of the probationary nurse's performance, ability, etc. will be made by the supervisor. Such assessment by the supervisor shall be discussed with the probationary nurse. During the probationary period, the Employer may discipline or terminate the employment of the probationary nurse for just cause. No grievance may be submitted under this agreement concerning the discipline, termination of employment or layoff of a probationary nurse. As required, during this probationary period, the Employer shall initiate the normal contributions and arrange for deductions for such items as those covered in Article 16.
- (b) With the written agreement of the Director, the probationary nurse and the President of the bargaining unit or their designate, the probationary period may be extended if the supervisor shows reasonable grounds for an extension. Any extensions agreed to will be in writing and will be to a maximum of two (2) months.
- 8.02 (a) Probationary nurses shall be given a written performance assessment by the supervisor every two (2) months during the probationary period. Thereafter, the assessment will be completed annually for the subsequent two (2) years, and at least every other year for the remainder of their employment.
- (b) When there is a review of a nurse's performance, which will be placed in the nurse's file, the nurse concerned will be given an opportunity to sign the review in order to indicate that its contents have been read and explained. When there are performance issues identified during an assessment period, a written performance improvement plan will be outlined with time limits identified.
- The nurse will be given a copy of the performance assessment, and where necessary the performance improvement plan.
- 8.03 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.
- 8.04 Upon making an appointment with Human Resources, a nurse may review their personnel file in the presence of an HR representative. If the nurse so requests, their senior management staff member or designate, or a nurse representative, may also attend.

## **ARTICLE 9 – NEW JOB CLASSIFICATION**

- 9.01 When a new position is established the salary shall be negotiated and shall be retroactive to the date the position was first filled. If the parties are unable to agree on the rate of pay of the position in question, the Employer may determine a job classification and rate therefore, but the dispute may be submitted to grievance and arbitration.

## **ARTICLE 10 – PAID HOLIDAYS**

- 10.01 (a) Subject to the conditions below, the following will be recognized as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Last working day before Christmas Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Last working day before New Year's Day
Civic Holiday	National Day for Truth and Reconciliation

- (b) When Remembrance Day falls on a regular Health Unit working day, this will be regarded as a paid holiday. When Remembrance Day falls on a Saturday or Sunday, nurses will be given a floating holiday, which shall be taken at a time mutually agreeable to the nurse and the immediate supervisor during the period November 12<sup>th</sup> to March 31<sup>st</sup> of the following year.
- (c) Part time nurses shall be entitled to the benefit of this provision on a pro-rated Basis (the proportion their hours of work bears to full time hours of work).
- (d) Casual nurses will receive paid holiday pay equal to 1/20<sup>th</sup> of the actual hours worked in the twenty-eight (28) calendar days preceding the paid holiday at their prevailing rate of pay in accordance with Article 21.01. This payment will be processed in the pay period following the pay period in which the paid holiday occurred.
- 10.02 If a paid holiday falls on a Saturday or a Sunday, it shall be observed on the following working day.
- 10.03 When a paid holiday falls during a nurse's vacation, accumulated vacation credits will not be reduced for such day.
- 10.04 In order to be eligible for a paid holiday, a nurse must comply with the following:
- A nurse must have worked their regular scheduled work day immediately preceding and immediately following the paid holiday, unless the nurse is absent as a result of an approved leave of absence with pay, an approved leave of absence without pay of not more than ten (10) working days approved by the Director, or is absent due to injury or bona fide illness which may be required to be substantiated by a medical certificate. If the nurse has been billed for the issuance of such certificate, the Employer shall cover those costs.

## **ARTICLE 11 – VACATIONS**

11.01 Vacation time for nurses shall:

- (a) Accumulate at the rate of one and two-thirds ( $1 \frac{2}{3} = 1.66$ ) working days for each month of service up to and including a total of ten (10) years of service (4 weeks annually);
- (b) Accumulate at the rate of two and one-twelfth ( $2 \frac{1}{12} = 2.08$ ) working days for each month of service after ten (10) years of service (5 weeks annually);
- (c) Accumulate at the rate of two and one half ( $2 \frac{1}{2} = 2.50$ ) working days for each month of service after nineteen (19) years of service (6 weeks annually);
- (d) Accumulate at the rate of two and nine tenths ( $2 \frac{9}{10} = 2.90$ ) working days for each month of service after twenty-four (24) years of services (7 weeks annually).
- (e) Be based on a calendar year.

11.02 Annual vacation shall be taken during the calendar year in which the vacation entitlement accrues, subject to the approval of the supervisor

11.03 A nurse is entitled to carry a maximum of ten (10) days' vacation into the next vacation year and such carry over must be taken in that vacation year. The carry over entitlement for regular part-time nurses shall be prorated on the basis of their regular days worked per pay period.

11.04 When a nurse's employment is terminated or transferred to casual status for whatever reason, an amount equivalent to their vacation, accumulated to the date of termination but not taken, shall be paid. Likewise the equivalent of any over use of vacation entitlement earned at the time of termination will be deducted from the employee's final pay.

11.05 If a nurse suffers an injury or illness for which they would be entitled to Short Term Disability benefits, as certified by a medical certificate, or entitled to bereavement leave during a scheduled vacation, such time shall be deemed to be absence for illness or injury, pursuant to Article 14, or bereavement, pursuant to Article 13.01, as the case may be. The period of vacation so displaced shall be reinstated for use at a later date. If a medical certificate or medical examination is required by the Employer, the Employer shall cover such costs if the nurse has been billed for such services.

11.06 Vacation entitlement for regular part-time nurses will be in accordance with the schedule of continuous services detailed in 11.01 above and will be prorated on the basis of their days of work as it relates to the full work week.

For example, if a nurse with less than twelve (12) continuous years of service works three (3) days per week, they will receive three fifths ( $\frac{3}{5}$ ) of a full-time nurse's entitlement of twenty (20) days ( $20 \times \frac{3}{5} = 12$  vacation days with pay entitlement).

- 11.07 A probationary nurse will be allowed to take vacation as earned, although probation will be extended by the vacation days used within the probationary period.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

- 12.01 A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

All grievance forms shall contain only one (1) grievance. A written grievance shall contain a clear and concise statement concerning the complaint, the persons involved, the date on which the alleged grievance occurred, the Article violated, and, the relief sought. A grievance shall be returned to the nurse if it fails to comply with these requirements and the nurse shall have an additional five (5) days to refile a grievance that conforms to this section.

- 12.02 A nurse or a designated member of a group who feel they have a grievance will discuss the alleged grievance with their immediate supervisor. A nurse representative may be present during this discussion if the nurse so wishes. If the grievor is not satisfied with the response of the supervisor, then the following grievance procedure may be invoked:

### **STEP 1:**

The grievance shall be written, signed by the nurse involved and an Association Representative, or by an Association Representative only, and given to the Department Director or designate. Not later than seven (7) working days following the receipt of the written grievance, the Department Director or designate shall give to the nurse and, the Association representative, their written reply.

### **STEP 2:**

Within seven (7) working days of receipt of the Step 1 response, the nurse and/or representative of the Association may make a written appeal to the Medical Officer of Health or delegate. Within 7 working days from the receipt of the written appeal, a meeting shall be arranged before such written appeal is processed unless the parties agree not to meet. Within seven (7) working days following the receipt of the written appeal, or meeting, whichever occurs later, the Medical Officer of Health or delegate shall render to the nurse and/or to the Association representative their written decision.

### **STEP 3:**

If the grievance is not settled at Step 2, within twenty (20) working days of the receipt of the Step 2 response, the matter may be submitted to a sole arbitrator. However, the parties may agree to refer the matter to mediation prior to arbitration.

If not referred to or settled at mediation, the parties may proceed to arbitration. Should the matter be referred to the mediation process and the process is unsuccessful in settling the grievance, within twenty (20) working days of such attempt to settle, the party submitting the grievance to arbitration shall advise the other of three (3) alternate choices as to the sole arbitrator. The recipient of the notice shall, within five (5) calendar days of receipt of the notice, agree to one (1) of the three (3) names submitted, or submit its three (3) alternate suggested sole arbitrators. If, within twenty (20) calendar days of the receipt of the notice to

arbitrate, the parties fail to agree on a sole arbitrator, either of the parties may request the appointment of a sole arbitrator by the Office of Arbitration, Ministry of Labour.

In the event the parties agree to submit the grievance to a tri-partied board of arbitration, the party submitting the grievance to arbitration shall advise the other of its nominee to the board. The recipient of the notice shall, within five (5) calendar days of receipt of the notice, name its nominee to the board. Within twenty (20) calendar days of the appointment of the second nominee, the two nominees shall endeavour to agree upon a third to act as chair of the board. If the nominees fail to agree on a chairperson, either one of them may request the appointment of a chair by the Office of Arbitration, Ministry of Labour.

The arbitrator or arbitration board shall hear and determine the difference or allegation that arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable and shall issue a decision and the decision shall be final and binding upon the parties and upon any nurse affected by it. In the event the parties have selected a board of arbitration, the decision of the majority will prevail.

The arbitrator, or 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 of this Agreement for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

Each of the parties to this agreement shall bear the expenses of its nominee, should one be appointed, and of its own witnesses. The parties will jointly bear the expense, if any, of the sole arbitrator or the chairperson.

No person may be appointed as an arbitrator or a nominee who has been involved in an attempt to negotiate or settle the grievance.

#### 12.03 Management Grievance

It is understood that management may submit to the Association any complaint with respect to the conduct of the Association, its officers or members, or any complaint that a contractual obligation undertaken by the Association in this Agreement has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to a representative of the Association, whereupon it shall be discussed at Step 2 of the grievance procedure. Should the matter not be resolved within ten (10) calendar days after the filing of such a grievance at Step 2 in accordance with the provisions detailed at Step 3, the Employer may refer the matter to mediation or arbitration.

#### 12.04 Association Grievance

The Association may file a grievance as defined in this Agreement which involves all or a number of nurses covered by this Agreement. Prior to the filing of the written Association Grievance, an Association Representative will discuss the alleged grievance with the Human Resources Manager or designate. If the Association Representative is not satisfied with the response of the Human Resources Manager, such grievance shall be submitted at Step 2 of the grievance procedure.

## 12.05 Group Grievance

Where a number of employees have identical grievances, and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Department Director or designate. The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

## 12.06 Special Grievance

Should a nurse feel they have been discharged or suspended without just cause, the matter may be taken up as a grievance directly at Step 2 of the grievance procedure.

## 12.07 Time Limits

The time limits contained in this article are mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be. Notwithstanding the foregoing, the parties may agree to waive or extend any of the time limits established in this grievance procedure, providing such waiver or extension is in writing.

No grievance may be processed to arbitration unless the written grievance signed by the nurse is given to the Director or designate within seven (7) days from the date on which the cause of the grievance occurred or the nurse should have known of the occurrence of the event upon which the grievance is based. If the written grievance signed by the nurse is given to the Director or designate after seven (7) days but not later than twenty (20) days from the date on which the cause of the grievance occurred or the occurrence should have been known, the grievance may be processed up to and including Step 2 but in no event to arbitration.

For the purposes of the grievance and arbitration process, time limits shall be computed by excluding Saturdays, Sundays, paid holidays and the nurses' regular days off.

## 12.08 Nursing Practice and/or Standards Issues – Professional Responsibility Process

Any nurse or group of nurses who are of the opinion that the program/case load to which they are assigned are such that standards of client care are being adversely affected will undertake the following steps:

- (a) The Nurse(s) will discuss any workload concerns with their direct supervisor at the earliest opportunity. The Nurse(s) may wish to have an ONA representative accompany them during these discussions.
- (b) If workload concerns are not resolved in discussion with the supervisor, the Nurse(s) will document the concerns on the PRWRF. A copy of the form will be distributed to the supervisor, Bargaining Unit President, and Chief Nursing Officer (CNO).
- (c) The direct supervisor will provide a response to the concerns in writing after consulting with the CNO, within 7 working days from receiving the form.

- (d) If there are outstanding concerns after the response is received, the concerns can be advanced to the MOH who will meet with all parties involved and provide a written response within seven (7) working days.

## **ARTICLE 13 – LEAVE OF ABSENCE**

### **13.01      Bereavement Leave**

Bereavement leave with pay will be granted in the following circumstances:

- (a) Five (5) working days with pay for the death of a spouse, child, parent, grandchild, step-child or step-parent;
- (b) Up to three (3) working days with pay for the death of a sibling, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, step- sibling or guardian;
- (c) One (1) working day with pay to attend the funeral or service of an aunt or uncle;
- (d) For the purposes of this Article, "spouse" shall include common law and same-gender partners.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions.

13.02 Additional compassionate leave with or without pay may be granted at the discretion of the Director or designate, and Chief Executive Officer.

13.03 Leaves of absence with pay for reasons of personal emergency may be granted at the discretion of the Director or designate.

### **13.04      Union Leave**

- (a) Representatives of the Association shall be permitted to attend, without loss of salary, professional meetings (O.P.H.A. and R.N.A.O., CNO, CNA annual meetings) for up to thirty-five (35) person days per annum.
- (b) Representatives of the Association shall also be allowed leave of absence without pay for a cumulative maximum of fifty (50) person days per annum to attend Association meetings and conferences with the approval of the Director or designate. During such leave of absence, the nurses' salary and applicable benefits shall be maintained by the Employer and the local Association agrees to reimburse the Health Unit in the amount of the nurse's daily rate of pay as well as nineteen percent (19%) for the cost of maintaining the nurse's benefits during such leave of absence, with the exception of Provincial Committee meetings which shall be reimbursed to the Employer, on the same basis, by the Ontario Nurses' Association.
- (c) A nurse who is elected as Local Coordinator shall be granted leave of absence without pay for a cumulative maximum of fifty (50) days per annum to attend to their responsibilities. This leave is in addition to the leave set out in Article 13.04(b).

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the local Association agrees to reimburse the Health Unit in the amount of the nurse's daily rate of pay and the cost of maintaining the nurse's benefits during such leave of absence.

- (d) A nurse who is elected to the office of President of the Ontario Nurses' Association, or elected to the Board of Directors of the Ontario Nurses' Association, shall be granted upon request leave of absence without loss of seniority for a period of up to one term. The nurse agrees to notify the Employer of their intention to return to work within four (4) weeks following termination of office. The returning nurse shall be given a six (6) month familiarization period. This familiarization period refers to a period of orientation, observation and appraisal.

During such leave of absence the Employer agrees to allow the nurse to remain in those benefits provided under this Agreement requiring premium payments provided the nurse reimburses the Employer for the total cost of such premiums.

- (e) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association shall be granted, upon request, such leave(s) of absence as they may require to fulfil the duties of their position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- (f) A nurse who is elected to sit on a committee of the CNO, RNAO, or CNA will be granted a leave of absence without pay for a period of up to one (1) year.

#### 13.05 Political Leave

A nurse will be granted a leave of absence without pay for a period of up to one term if they are elected to hold a political office at the municipal, provincial, or federal levels. The nurse agrees to notify the Employer of their intention to return to work within four (4) weeks following termination of office. The returning nurse shall be given a six (6) month familiarization period. This familiarization period refers to a period of orientation, observation and appraisal.

During such leave of absence the Employer agrees to allow the nurse to remain in those benefits provided under this Agreement requiring premium payments provided the nurse reimburses the Employer for the total cost of such premiums.

#### 13.06 (a) Pregnancy Leave

A nurse who is on pregnancy leave as provided under this Agreement and who has applied for and is in receipt of Employment Insurance maternity and parental benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit as follows:

- For the first week of the Employment Insurance waiting period, the nurse will receive 100% of their salary;
- For the next five (5) weeks, it will include the difference between one hundred percent (100%) of their regular weekly earnings, and their weekly Employment Insurance Benefits and any other earnings;

The Employer agrees to abide by any legislated changes in *Employment Standards Act* related to lengths of leave.

- For the remaining fourteen (14) weeks, the benefit will be equivalent to 32% of their regular weekly earnings as of the leave date.

Biweekly payment shall commence following receipt within twenty (20) weeks of the birth by the Health Unit of verification of the nurse's receipt of Employment Insurance pregnancy/parental benefits, and may continue for a maximum period of twenty (20) weeks from the date of the birth.

(b) Parental Leave

A nurse who is on parental leave as defined by the Employment Standards Act shall be paid a supplemental employment benefit for 20 continuous weeks as follows:

- For the first week the nurse will receive 100% of their salary. If the employee is receiving Employment Insurance Benefits they will receive the difference between one hundred percent (100%) of their regular weekly earnings, and their weekly Employment Insurance Benefits;
- For the next *five* (5) weeks, the nurse will receive the difference between one hundred percent (100%) of their regular weekly earnings, and their weekly Employment Insurance Benefits. If a nurse is not receiving Employment Insurance Benefits, they will receive the difference between 100% of their regular weekly earnings and the estimated amount of the Employment Insurance Benefit.

\*Note- In the event that changes are made to legislation in relation to this Article, the parties will meet to discuss the effects of such legislation.

- For the remaining fourteen (14) weeks, the benefit will be equivalent to 32% of their regular weekly earnings as of the leave date. Parental leave must begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time.

- (c) During pregnancy and parental leave, seniority and service shall continue to accrue to the credit of the nurse. All benefits shall be continued provided the nurse continues to pay their portion of the required premium cost, if any, or the employee gives the Employer a written notice that they do not intend to continue in the benefit plan(s).
- (d) The 20 week maternity/parental or parental supplemental employment benefit may be shared among both parents who are employees of the health unit.

- (e) The supplemental employment benefit is for a maximum of 20 weeks for either pregnancy or parental leave, not for both leaves.

### 13.07 Education Leave

- (a) With the recommendation of the Director and the Medical Officer of Health, a nurse will be given the opportunity to take a leave of absence without pay to undertake educational study or research for up to one (1) year to broaden their nursing knowledge. This does not preclude a nurse from requesting a second educational study leave of absence for up to one (1) year. The same policy applies for summer courses.
- (b) Nurses may request temporary part time status for the period of the educational study; during such change of status all entitlements under this Collective Agreement will revert to those offered to part time nurses.

13.08 A nurse shall be entitled to apply to the Director or designate for a leave of absence without pay for legitimate personal reasons, it being understood that approval of such special leave, will be based on organization needs and will not be unreasonably denied. Such leave may be extended to a period of not more than one (1) year.

If during the course of the approved leave of absence without pay the circumstances for the approval change, then the nurse must contact the Director or designate to discuss the change in circumstance. The Director will determine if the leave of absence will continue.

### 13.09 Appointment Time

On request by a nurse, with sufficient notice, leave of absence with pay may be granted by a nurse's direct work supervisor for periods of up to seven (7) hours for the purposes of attending personal medical/dental appointments, or medical/dental appointments of a nurse's spouse, children, parents or siblings requiring the nurse's attendance with doctors, dentists and other recognized medical specialists to a maximum of twenty-four and one half (24.5) hours of medical/dental appointment time per calendar year.

### 13.10 Inclement Weather

A nurse who is unable to report for work due to inclement weather may have the right to use their accrued time to replace lost time due to inclement weather or be given the opportunity to work remotely or at an alternate office at the discretion of the supervisor. Such discretion will not be unreasonably exercised.

### 13.11 Jury or Witness Duty

The Employer shall grant a leave of absence without loss of seniority to any nurse who serves as a juror or crown witness in any Court. The Employer shall continue to pay the nurse their normal earnings. Any reimbursement for the employee's time to attend jury or crown witness duty shall be surrendered to the Employer.

13.12 In the event that no other person is available and a nurse is required to provide immediate and temporary care for a sick or injured spouse, dependent child,

parent or sibling, the nurse shall be entitled up to five (5) days' paid leave per year for this purpose. These days are also applicable to attendance with the parents, sibling, spouse, or children of the nurses who are ill in hospital receiving acute or palliative care. Nurses are also entitled to one (1) day to attend the birth or assist with the care of a newborn grandchild.

## 13.13

Prepaid Leave

The Employer agrees to provide a prepaid leave plan, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years' of salary deferral;
- (b) The nurse must make written application to the Director at least six (6) months' prior to the intended commencement date of the plan (i.e. salary deferral portion), stating the intended purpose of the leave;
- (c) The number of nurses that may be absent on prepaid leave at any one time shall be limited to two (2) per agency;
- (d) Leaves requested for the purpose of pursuing further nursing education will be given priority. Leaves for other purposes will be dealt with on the basis of seniority;
- (e) During the four (4) years' of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to them until the year of the leave or upon withdrawal from the plan;
- (f) Interest on the deferred salary shall be calculated on the basis of the one (1) year bank term deposit rate as it varies from month to month on the accruing balance. Interest will continue to accrue on the unpaid balance to the benefit of the nurse;
- (g) All deferred salary plus accrued interest shall be paid to the nurse in a manner that is mutually agreed upon by the nurse and the Employer;
- (h) Provided the nurse pays 100% of the cost of the premiums, all benefit plans will be maintained by the Employer during their leave subject to the nurse's eligibility for coverage under the terms of each benefit plan;
- (i) Seniority shall be maintained and will accumulate during the year of leave;
- (j) If a nurse gives notice of withdrawal from the Plan or dies prior to going on leave, the full amount of salary and accrued interest shall be payable to the nurse or their estate within a reasonable period of time;
- (k) The nurse will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.

#### 13.14 Family Medical Leave

- (a) A nurse is entitled to unpaid, job-protected family medical leave in accordance with the current provisions of the Employment Standards Act.
- (b) A nurse who is on Family Medical leave shall continue to accumulate seniority and service. The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension if permitted by OMERS, conditional on the nurse paying their share.
- (c) The nurse will be returned to their former position upon return to work from Family Medical Leave.

#### 13.15 Reservist Leave

A nurse will be granted unpaid Reservist Leave in accordance with the Employment Standards Act. The nurse will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received. Benefits will be discontinued during this leave of absence.

13.16 Attendance Management Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the Employment Standards Act, 2000 and leaves under *this collective agreement* will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

### **ARTICLE 14 – DISABILITY INCOME PROTECTION**

14.01 In cases of absence due to illness or injury, nurses shall receive Short Term Disability benefits as follows:

- (a) Less than three (3) months' seniority – the first five (5) days at full salary and thereafter up to sixteen (16) weeks at 60% of salary;
- (b) More than three (3) months' seniority, but less than one (1) year's seniority - the first two (2) weeks at full salary, and thereafter fifteen (15) weeks at 75% of salary;
- (c) More than one (1) year's seniority, but less than two (2) years' seniority - the first four (4) weeks at full salary, and thirteen (13) weeks at 75% of salary;
- (d) More than two (2) years' seniority, but less than three (3) years' seniority - the first eight (8) weeks at full salary, and nine (9) weeks at 75% of salary;

- (e) More than three (3) years' seniority, but less than four (4) years' seniority - the first twelve (12) weeks at full salary, and five (5) weeks at 75% of salary;
  - (f) More than four (4) years' seniority, but less than five (5) years' seniority - the first sixteen (16) weeks at full salary, and one (1) week at 75% of salary;
  - (g) More than five (5) years' seniority - seventeen (17) weeks at full salary.
- 14.02 Short Term Disability benefits shall be payable from first day of disability due to injury or illness, and according to the seniority level on the first day of disability due to injury or illness.
- 14.03 Short Term Disability benefits will be reinstated in full after a nurse returns to work:
  - (a) For each subsequent and unrelated illness or injury;
  - (b) After a nurse has returned to work for thirty (30) consecutive calendar days, between one (1) or more leaves resulting from disability due to related or the same illness or injury. If a nurse returns to work for less than thirty (30) calendar days between leaves due to disability resulting from related or the same illness or injury, Short Term Disability benefits shall be cumulative and calculated from first day of last leave due to disability.
- 14.04 A nurse is entitled to Short Term Disability benefits for disabilities resulting from pregnancy, childbirth, miscarriage or abortion.
- 14.05
  - (a) A nurse may be required to produce a certificate from a qualified medical practitioner for any illness or injury requiring absence from work in excess of three (3) working days, certifying that such nurse is unable to carry out their duties due to illness or injury. Should the employer require a nurse to produce a certificate from a qualified medical practitioner, the Union will be copied on such request.
  - (b) If a medical certificate is required by the Employer, the Employer shall cover such costs if the nurse has been billed for such services.
- 14.06 When a nurse is given leave of absence without pay for any reason including prepaid leave, or is laid off on account of lack of work, they shall not be entitled to Short Term Disability benefits under this article during such leave or layoff.
- 14.07
  - (a) A Nurse receiving payment for a compensable injury under the Workplace Safety and Insurance Act of Ontario shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. Nurses who receive compensation pursuant to the Workplace Safety and Insurance Act of Ontario, will receive short term disability benefits to bring their income up to 100% of their regular salary, until their short-term disability benefits have been exhausted. The employer shall pay its share of all premiums for employee benefit plans, including the pension plan. If the nurse receives payment directly from WSIB this amount must be reimbursed to the employer.

- (b) A nurse who is no longer deemed to have a compensable injury, shall be placed in their former or equivalent position with the employer, provided the nurse is fit and competent to perform the tasks assigned to them.

14.08 The Employer will pay 100% of the cost of the premiums of a Long Term Disability Income Protection Plan, to provide coverage for a nurse who has exhausted their Short Term Disability Benefits and continues to be unable to report to work as a result of disability due to illness or injury. Coverage shall be to a maximum of 66<sup>2/3</sup>% of salary (maximum \$4,000.00 per month) and shall commence on the one hundred and twentieth (120<sup>th</sup>) day of total disability due to illness or injury.

14.09 Entitlement to Long Term Disability Benefits shall be subject to the terms and conditions of the insurance policy. The Employer agrees to use its best efforts on behalf of the nurse where there is a dispute between the insurer and the nurse.

14.10 Any E.I.C. rebate as a result of implementation of a Short Term Salary Continuance Plan shall be used to defray cost of premiums of Long Term Disability Plan.

14.11 Return to Work/Accommodation

The Employer and the Union are committed to a consistent, fair and transparent approach to meeting the needs of disabled workers, restoring them to work which is meaningful for them and valuable to the Employer, and to meet the parties' responsibilities under the law.

- (a) To that end the Employer and the Union agree to cooperate in facilitating the return to work of the nurse.
- (b) The Employer and the Union agree to a process that will include but is not limited to the nurse, the bargaining unit president (or designate), the director/manager and Human Resources.
- (c) The Employer and the Union agree that all participants will use electronic communication and other communication processes where possible to expedite communication.
- (d) When it has been medically determined that a nurse is unable to return to the full duties of their position, the Employer will notify and meet with the bargaining unit president (or designate) and the nurse to discuss the circumstances surrounding the nurse's return to suitable work.
- (e) The Employer and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or disabled, to enable their early and safe return to work.

## **ARTICLE 15 – TRANSPORTATION ALLOWANCE**

15.01 Business mileage reimbursements will be made on a biweekly basis, following the supervisor's approval of submissions. Effective November 22, 2021, employees will be reimbursed in accordance with the Canada Revenue Agency

automobile allowance rates as published annually, per kilometre. Nurses shall be reimbursed for all kilometres driven for Health Unit business.

Driving directly to your assigned office from your primary residence:

- No mileage is accrued when driving to or from your assigned office from your primary residence.

Driving to and from another office or work site from your primary residence i.e.: to attend a meeting, school, or home visit, when going directly there from your primary residence.

- The amount of mileage to be claimed is either the distance from your primary residence to the alternate site or the distance from your assigned office to the alternate site, whichever is the least number of kms.
- Mileage is not accrued if the distance from your primary residence to the alternative site is less than or equal to the distance from your primary residence to your assigned office.

For greater clarity, an employee's assigned office means the office they are assigned to in their current position, permanent or temporary within the Health Unit.

- 15.02 Every nurse employed by the Health Unit must carry a minimum of \$2,000,000 Public Liability and Property Damage Insurance on their automobile and proof of such insurance must be filed at all times with the Employer.

## **ARTICLE 16 – INSURANCE AND PENSION PLANS**

- 16.01 The Employer will provide adequate malpractice and liability insurance and provide the Union with notice of the coverage amount on a yearly basis.
- 16.02 The board shall make available plans for all full time nurses for:
- Provincial Hospital and medical insurance. The Employer shall pay 100% of the premium cost of the Employer Health Tax;
  - The Employer agrees to pay 100% of the premium costs for semi-private coverage;
  - OMERS - the Employer shall pay 50% of the premium for OMERS integrated with the Canada Pension Plan, *not including Additional Voluntary Contributions*.
  - The Employer agrees to pay 100% of the premium costs of Group Life Insurance having a level of coverage two (2) times annual earnings. The Employer will pay 100% of the premium costs for the Accidental Death and Dismemberment Plan;
  - Blue Cross Extended Health Care - the Employer agrees to pay 75% of the premium costs of obtaining Blue Cross Extended Health Care Plan or

equivalent with no deductible for all nurses. Over the counter drugs coverage is eliminated and generic drugs shall be prescribed unless "no substitute" is mandated;

- (f) A confidential, self-referral Employee Assistance Program (EAP).

The Employer will provide a Vision Care Rider providing for the payment of four Hundred and fifty Dollars (\$450.00) every twenty-four (24) months and a Hearing Care Rider in the amount of One Thousand Dollars (\$1,000.00) every twenty-four (24) months.

Vision care to include routine eye examinations once every twenty-four (24) months, of up to \$125.00 per visit. Vision care benefit may be used toward the cost of laser surgery.

Reimbursement for Extended Health Care, Vision Care and Hearing Care will be on an 80% basis.

The Plan shall include coverage for a combination of chiropractic, physiotherapy and massage therapy services to a maximum of one thousand five hundred dollars (\$1,500.00) per person per year with no per visit cap.

Coverage for mental health services by a Psychologist, Registered Psychotherapist, Marriage and Family Therapist or Social Worker (MSW) for a total of \$1,000 annually.

The Plan shall also include coverage for the following Professional Services up to a maximum of five hundred dollars (\$500) per practitioner per calendar year: Osteopath, Podiatrist/Chiropodist, Naturopath, Speech Therapist and Dietician.

The Employer agrees to provide to the Labour Relations Officer a copy of the benefits booklet which describes the details of the above insured benefits.

- 16.03 The Employer shall pay, for full time nurse, 100% of the cost of the premiums for the Employer's approved Dental Plan, which shall be at least equivalent to the dental plan offered by the Employer as of June 1, 2009. Dental appointments may be scheduled every six (6) months for those under 18 years old and every 12 months for all others. The maximum claims amount paid is \$1600/person/year. Reimbursement will be on an 80% basis.

- 16.04 It is understood and agreed that the Employer is not deemed to be an insurer and that its sole obligation under the provisions of this Article or this Agreement is to pay its share of the premium costs of purchasing the insurance or benefit program outlined above and that no claim may be made against the Employer by virtue of the failure of an insurer to pay a benefit provided for under this Agreement.

However, the Employer shall give every possible assistance to any nurse having difficulty in processing any claim.

- 16.05 The Financial Advisory Committee (FAC) is recognized as the suitable forum for discussion of benefit coverage under its current Terms of Reference. Detailed discussions will be held with the insurance broker on an annual basis.

- 16.06 Transitional medical/dental benefits will be available to permanent status nurses retiring for a continuous period of up to three (3) months. The individual will be

responsible to reimburse the Employer for one hundred percent (100%) of the premium cost for such transitional benefits.

- 16.07 Transitional medical/dental benefits will be available to permanent status nurses commencing long term disability for a continuous period of up to twelve (12) months. The individual will be responsible to reimburse the Employer for one hundred percent (100%) of the premium cost for such transitional benefits.

## **ARTICLE 17 – PROFESSIONAL DEVELOPMENT**

- 17.01 Upon the approval of their director/manager, a nurse shall be granted a leave of absence with pay, to attend professional development programs, including but not limited to, educational meetings, seminars, lectures, workshops, conferences, and examination writing, which may be held internally or externally.
- (i) Participation in Quality Assurance Programs as required by the College of Nurses of Ontario will also be included.
  - (ii) Registration fees and reasonable expenses for professional development programs shall be paid for by the Employer unless otherwise agreed.
  - (iii) Overtime is not accumulated due to evening/weekend attendance or travel. Where the employer has approved attendance, a day will be recognized as a maximum of seven (7) hours at straight time. A maximum of eight (8) hours total travel time outside regular hours of work may be recognized so long as the time is flexed before the end of the second subsequent pay period and accumulated at straight time.
  - (iv) Information regarding professional development opportunities shall be communicated to all members of the bargaining unit on the employer's internal email list for all nurses.
  - (v) An orientation program shall be provided as deemed necessary by the employer and/or the nurse.

## **ARTICLE 18 – DEFINITIONS**

- 18.01 (a) A Registered Nurse is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.
- (b) A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, and its Regulations, as may be amended, must obtain their General Certificate of Registration prior to the expiry of their Temporary Certificate. If the nurse fails to obtain their General Certificate of Registration prior to the expiry of the Temporary Certificate of Registration, but in any case not longer than two years from the nurse's date of hire, they will be deemed to be not qualified for the position of registered nurse and they will be terminated from the employ of the Health Unit. Such termination shall not be the subject of a grievance or arbitration.

- 18.02 A full time nurse is one who normally works seventy (70) hours in a pay period (2 weeks).
- 18.03 (a) A regular part time nurse is one who normally works less than seventy (70) hours in a pay period, on a pre-scheduled basis.
- (b) A casual nurse is one who is hired on a temporary relief or replacement basis or who only works on a sporadic "as needed" basis regardless of the number of hours the nurse may work per day or per week.
- (c) A term nurse is one who works on a replacement basis either for a full time or part time nurse or is employed for a special project.
- 18.04 The word "probation" or the phrase "probationary period" refers to a period of orientation, observation and appraisal for newly hired employees.
- 18.05 The phrase "nurse representative" shall refer to a member of the Association Grievance Committee or Local Executive.
- 18.06 The word "day" shall mean, when used in connection with a time or limitation period, a "working day".
- 18.07 A "working day" shall be deemed to mean a day upon which the Employer's offices are open to the public for the transaction of the Employer's business.
- 18.08 Throughout this Agreement, reference to "Director" shall mean the Director of any Department which employs nurses covered by this Agreement.
- 18.09 "Team Leader" shall be defined as a nurse assigned by a Director to facilitate the co-ordination of planning and delivery of service by staff to a geographical area or in a special program.
- 18.10 Wherever the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine and non-binary pronoun and vice-versa where the context so requires. Where the singular is used it may also be deemed to include the plural where the context so requires, and vice-versa.
- \*\*The parties agree to revise the Collective Agreement during draft preparation to comply with gender neutrality and non-binary\*\*
- The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities.
- 18.11 A supervisor is a role within the organization that can be fulfilled by either a Director or Manager. The supervisor is the first-line management person who monitors and regulates the work of a nurse.

## **ARTICLE 19 – MISCELLANEOUS**

- 19.01 Each nurse shall be required to have current immunization or titres as required for protection on the job and submit the report to the Medical Officer of Health or Chief Nursing Officer.

## 19.02 Temporary Replacement of Management

Nurses relieving in a management position on a temporary basis shall:

- (a) Be assigned such position for a period of up to one (1) year or such other period of time as mutually agreed to by the parties;
- (b) Receive the rate of pay for that classification;
- (c) Maintain but not accumulate seniority and suffer no loss in service or benefits while in the position;
- (d) Not have Association dues deducted during this temporary replacement period;
- (e) Be returned to their former position at the end of the temporary replacement period with no loss in service, seniority or benefits and to the same salary rate unless the nurse would have reached the nurse's anniversary date and next increment level and increased vacation entitlement, in which case the nurse will receive the higher rate of pay and vacation entitlement effective immediately upon transferring back to the nurse's former position and seniority will resume accumulation on return to the bargaining unit;
- (f) Not be terminated while in the temporary replacement position. If the nurse's performance is not satisfactory, the nurse will be returned to their bargaining unit position without any loss of service, seniority, benefits, pay rate or vacation entitlement, and will resume accumulation of seniority.

## 19.03 Job Sharing

- (a) Job sharing requests shall be considered on an individual basis and shall be initiated through a written application by a full time nurse who wishes to job share their position. Applications shall be made to the nurse's Director. The Employer may, at its discretion, limit the number of job sharing positions.
- (b) Only a full time position in the bargaining unit may be job shared, and it is understood that the integrity of the full time position will be maintained throughout the job sharing notwithstanding the fact that it is being shared by two (2) nurses. Accordingly, upon the termination of a job sharing arrangement, the shared position will revert to a full time position.
- (c) If two (2) full time nurses wish to job share and the Employer agrees, the full time position being shared need not be posted. The remaining vacant full time position will be posted in accordance with this Collective Agreement.

If one of the employees leaves the job share position, the remaining job sharer will be given the opportunity of reverting to the full time position. If the incumbent job share employee elects to pursue a new job share arrangement, the job share position will be posted in accordance with Article 6.08. If the job share position remains vacant, the position must revert to a full time position.

- (d) An incumbent full time nurse wishing to share their position may do so if agreed by their Director. The other half of their full time position will be posted and selection will be made in accordance with the criteria set out in this Collective Agreement.

- (e) If the incumbent full time employee leaves the position, the job share position must revert to a full time position and be posted in accordance with Article 6.08. The remaining job sharer will be given written notice of layoff and will be entitled to bump as per Article 6.10 (b).

If the incumbent full time employee's job share partner leaves the position, the incumbent full time employee shall be given the option to revert to a full time position. If the incumbent job share employee elects to pursue a new job share arrangement, the job share position will be posted in accordance with Article 6.08. If the job share position remains vacant, the position must revert to a full time position.

- (f) The Employer will not incur any increased costs as the result of the implementation of a job sharing arrangement except costs related to two (2) nurses on staff sharing a position normally filled by one (1) nurse, such costs being restricted to the issuing of two (2) pay cheques, two (2) personnel files, two (2) performance evaluations, instead of one and counselling and dealing with two (2) nurses instead of one.
- (g) The Employer and the nurses involved reserve the right to assess the suitability of the job sharing arrangement. Accordingly, the Employer shall assess and evaluate the job sharing arrangement. An informal review shall take place at three (3) months with a formal review at nine (9) months and thereafter in accordance with the provisions of this Agreement.
- (h) Either the Union or the Employer may discontinue job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuance shall not be unreasonable or arbitrary.
- (i) Nurses sharing a job shall be subject to all the terms and conditions of this Collective Agreement between the Employer and the Association as provided for regular full time nurses except as follows:

- (i) Each nurse shall pay regular monthly Association dues;
- (ii) Each job sharer shall accumulate seniority according to hours worked;

The total number of hours of the full time position will be equally divided by the two (2) job sharers so as to equal one (1) full time position. The division of hours of work over the full time position between the two (2) job sharers shall be determined by mutual agreement between the two (2) job sharers and their supervisors. The ultimate schedules shall be subject to the approval of the nurses' supervisors;

- (iii) Vacation pay and paid holiday pay shall be pro-rated on the basis that a job sharing nurses' hours of work bear to regular full time hours. It is understood that vacations shall not overlap and that job sharers may be required to cover each other during the other's vacation period;
- (iv) Since job sharing nurses will be sharing, on an equal basis, one full time position, the Employer shall only be obligated to pay fifty (50%) percent of its normal contribution towards the cost of the premiums for any benefits payable under the provisions of this Collective Agreement to each job sharing nurse where the cost of such benefits is not based upon a nurse's salary; *Eligible job-share nurses have the option of becoming members of OMERS in accordance with the OMERS guidelines and the regulations under the Pensions Benefits Act. The nurse's percent in lieu of benefits, if applicable, will be reduced by the amount the employer is contributing to OMERS on behalf of the nurse.*
- (v) It will be the responsibility of job sharers to make themselves available to keep themselves and each other informed with respect to Health Unit communications;
- (vi) Job sharers will be paid at their rate of pay according to their placement on the salary schedule according to hours worked; Salary increments for job share employees will be given on an annual basis.
- (vii) Job sharers are not required to cover for their partner during sick leave, but may do so if there is a mutual agreement between the job sharer and the Director;
- (viii) Job sharers shall be placed on the seniority list referred to in Articles 6.01 and 6.06;
- (ix) Following the annual preparation of the seniority list, job share nurses' vacation accumulation will be adjusted for the previous year based on the seniority accumulated for the previous year.
- j) Nurses in a job share, who want to work extra hours, will provide their availability including geographic preference, if any, to [HR@healthunit.org](mailto:HR@healthunit.org) by no later than February 1<sup>st</sup> and August 1<sup>st</sup>.

When extra hours are available, they will first be offered to job sharers on the basis of seniority, as long as premium pay is not incurred, then the extra hours will be offered to part-timers then to casuals.

#### 19.04

##### Individual Special Circumstance Arrangements

- (a) The Health Unit and the Association recognize that there may be situations where it is appropriate to implement Individual Special Circumstance Arrangements to temporarily reduce the regular hours of work for a full time permanent nurse based on individual requests.

- (b) The parties agree the intention of creating this type of arrangement is primarily to retain Full-time Registered Nurses who have identified a special circumstance. The decision to allow an Individual Special Circumstance Arrangement will be made in consideration of the service requirements of the Employer.
- (c) Individual requests for the coming calendar year will be submitted in writing to the nurse's Director and Manager, with a copy to the Bargaining Unit President, using the ISCA request form, developed in collaboration with the Union, by October 31<sup>st</sup>. Once a request is received, the Union and the Employer will meet via the ONA Management Committee, to discuss the number of requests received from nurses related to the service needs.
- (d) Requests will only be considered to reduce the regular hours of work for a full time permanent nurse by one (1) or two (2) days per pay period, resulting in their position becoming 0.9 FTE or 0.8 FTE for the period of the Individual Special Circumstance Arrangement. Individual Special Circumstance Arrangements shall be based on a calendar year for a minimum of 6 months duration and a maximum of one (1) year, at which time, the Nurse will return to full time hours unless an extension is agreed to by the Association and the Employer.
- (e) The decision to enter into an arrangement shall require the mutual agreement of the Association, the Employer and the Nurse. The Employer may limit the number of Individual Special Circumstance Arrangements approved in each calendar year. Approvals for this type of arrangement will be based on the departmental seniority of those who request such arrangement.
- (f) The Union, the Employer or the Nurse may request to discontinue the arrangement with ninety (90) days written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation unless all parties agree not to meet. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. Should the arrangement be discontinued the Nurse shall revert back to their 1.0 FTE permanent position.
- (g) The parties agree that the use of the unfilled hours of work resulting from these arrangements will be determined through discussions between the Employer and Representatives of the Association.
- (h) In the event that the Nurse in an Individual Special Circumstance Arrangement resigns, transfers, or is terminated, the arrangement will end and the full time position will be posted.
- (i) Regardless of Article 6, seniority shall be prorated to reflect the Individual Special Circumstance Arrangement.
- (j) Vacation accumulation shall be prorated to reflect the reduced hours of work for the period of the Individual Special Circumstance Arrangement.
- (k) Any increase to the rate of pay or to the rate of vacation accumulation due to the Nurse during the period of the Individual Special Circumstance

Arrangement shall be awarded to the Nurse in the same fashion as it would have been awarded if the Arrangement were not in place.

- (l) The Nurse will be responsible for the prorated share of the premiums to allow continuation of Extended Health Care, Semi Private and/or Dental benefits related to their reduction in hours. For example, if the Nurse becomes a 0.9 FTE for the period of the Individual Special Circumstances Arrangement, the Nurse will be responsible for 10% of the Employer's share of the cost of premiums for the continuation of Extended Health Care, Semi Private and/or Dental benefits in addition to the amounts paid as a full time Nurse. Likewise, a 0.8 FTE Nurse will be responsible for 20% of the premiums.
- (m) The Nurse will be given the option to purchase the OMERS broken service at the end of each calendar year. The cost of this purchase will be entirely borne by the Nurse.
- (n) The Employer will provide a letter confirming the Individual Special Circumstance Arrangement for each individual by December 1<sup>st</sup> of each year.
- (o) A nurse in an Individual Special Circumstance Arrangement will be eligible for a supplemental employment benefit during their pregnancy/parental leave based on their prorated hours, unless the ISCA is discontinued within ninety (90) days of the expected date of delivery, upon which the nurse would receive the supplemental full time profile.

19.05 Loss or damage to equipment or goods from business activities will be the Health Unit's responsibility, as long as the loss or damage is reported immediately to the employee's supervisor.

Loss or damage to equipment or goods from personal use will be the employee's responsibility.

All cases of loss or damage to Health Unit equipment or goods will be investigated by the supervisor.

**ARTICLE 20 – RATES OF PAY AND CLASSIFICATION**

## 20.01 (a)

With 1.75% increase retro to April 1<sup>st</sup>, 2021

April 1, 2021	Start	1	2	3	4	5	6	After 25 Years of LGLDHU Service
Registered Nurse	\$34.63	\$35.88	\$36.77	\$38.04	\$39.35	\$41.94	\$44.06	\$45.13
Public Health Nurse	\$36.90	\$38.18	\$39.07	\$40.36	\$41.69	\$44.37	\$46.49	\$47.42
PHN Coordinator	\$39.35	\$40.61	\$41.51	\$42.81	\$44.11	\$46.87	\$48.98	\$50.05
Infection Control Specialist	\$39.35	\$40.61	\$41.51	\$42.81	\$44.11	\$46.87	\$48.98	\$50.05
Nurse Practitioner	\$58.19	\$59.46	\$60.36	\$61.65	\$62.95	\$65.65	\$67.77	\$68.83
Team Leader	\$2.00							

With 1.6% increase effective April 1<sup>st</sup>, 2022

April 1, 2022	Start	1	2	3	4	5	6	After 25 Years of LGLDHU Service
Registered Nurse	\$35.18	\$36.45	\$37.36	\$38.65	\$39.98	\$42.61	\$44.76	\$45.85
Public Health Nurse	\$37.49	\$38.79	\$39.70	\$41.01	\$42.36	\$45.08	\$47.23	\$48.18
PHN Coordinator	\$39.98	\$41.26	\$42.17	\$43.49	\$44.82	\$47.62	\$49.76	\$50.85
Infection Control Specialist	\$39.98	\$41.26	\$42.17	\$43.49	\$44.82	\$47.62	\$49.76	\$50.85
Nurse Practitioner	\$59.13	\$60.41	\$61.33	\$62.64	\$63.96	\$66.70	\$68.85	\$69.93
Team Leader	\$2.00							

With 1.6% increase effective April 1<sup>st</sup>, 2023

April 1, 2023	Start	1	2	3	4	5	6	After 25 Years of LGLDHU Service
Registered Nurse	\$35.75	\$37.03	\$37.96	\$39.27	\$40.62	\$43.29	\$45.48	\$46.58
Public Health Nurse	\$38.09	\$39.41	\$40.34	\$41.67	\$43.04	\$45.80	\$47.99	\$48.95
PHN Coordinator	\$40.62	\$41.92	\$42.84	\$44.19	\$45.54	\$48.38	\$50.56	\$51.66
Infection Control Specialist	\$40.62	\$41.92	\$42.84	\$44.19	\$45.54	\$48.38	\$50.56	\$51.66
Nurse Practitioner	\$60.07	\$61.38	\$62.31	\$63.64	\$64.98	\$67.77	\$69.95	\$71.05
Team Leader	\$2.00							

- (b) Full time nurses shall move to the next increment level on the anniversary date of employment unless such nurse has had periods of regular or casual part time or temporary full time employment and has an adjusted anniversary date in which case they will move to the next increment level on the adjusted anniversary date.

Once permanent status has been attained, an adjusted anniversary date will be determined by calculating all paid hours during the nurse's employment.

- (c) A nurse shall normally progress only one step in the salary grid per calendar year unless they qualify under (b) above or Article 20.04.

20.02 A Public Health Nurse with a baccalaureate degree in nursing from a degree granting institution in Canada, or equivalent, will receive \$300.00 which is included in the rates outlined in 20.01 (a).

The parties agree all employees with the certification IBCLC (International Board Certified Lactation Consultant) will receive \$300.00 in each year except the year they write the recertification exam. This will be paid with the final payroll of the calendar year

20.03 A Team Leader allowance will be paid on an hourly basis, to nurses assigned to the position of Team Leader, at a rate of \$2.00 per hour for each hour in which the nurse is assigned to the position of Team Leader. The allowance will be paid on each pay period.

20.04 Recent related experience in public health nursing which adds to the value of the nurse's service will be recognized on the basis of increments equal to one (1) year less than the nurse's years of completed service to a total of five (5) increments.

Recent experience in nursing not directly related to public health nursing which adds to the value of the nurse's service will be recognized on the basis of one increment for each two (2) years of completed experience to a total of five (5) increments.

20.05 Nurses who retire or who accept employment elsewhere and who request and are approved by the supervisor to continue working with the Health Unit on a casual basis will be placed on the salary grid at the level they held at the time of termination. They will not, however, retain seniority for past service with the Health Unit. The Employer will notify the Union when a nurse has been placed on the casual list.

## **ARTICLE 21 – RATES OF PAY (PART-TIME NURSES)**

21.01 (a) The rate of pay for part time, and temporary full time nurses shall be computed as follows:

Hourly Rate of Full Time Nurses + 13% (in lieu of benefits)

- (b) A part time nurse whose status is altered to full time shall assume their same level on the full time grid and vice versa.
- (c) Increments for part time nurses shall be paid after such nurses have completed 1400 hours of work with respect to each increment earned.
- (d) Upon hiring, a casual nurse shall be placed on the appropriate grid in accordance with Article 20.04. Such rate shall include any compensation in lieu of benefits as detailed in the following Articles:

Article 11 – Vacation  
 Article 13 - Leaves of Absence  
 Article 14 - Disability Income Protection  
 Article 16 – Insurance and Pension Plans  
 Article 17 – Inservice Education Program

Movement along the grid shall be one (1) step after two (2) consecutive years of service providing the casual nurse has worked a minimum of thirty-five (35) hours in each of the two (2) years. For this purpose, the anniversary date shall be deemed to be the date the casual nurse first began their employment with the Health Unit, or April 1, 2005 whichever is later.

In addition to their hourly rate, casual nurses shall receive eight percent (8%) vacation pay for each hour paid.

Seniority for casual nurses shall be calculated in accordance with actual straight time hours worked by the nurse.

Where a casual nurse becomes a permanent employee, their seniority date shall be calculated to include their service as a casual nurse. An adjusted anniversary date will be determined by calculating all paid hours during the nurse's employment.

- (e) Part-time, term, and casual nurses shall have the option of becoming members of O.M.E.R.S. in accordance with the O.M.E.R.S. guidelines and with the regulation under the *Pension Benefits Act*. The nurse's percent in lieu of benefits will be reduced by the amount the employer is contributing to OMERS on behalf of the nurse.

## **ARTICLE 22 – DURATION OF AGREEMENT**

- 22.01 This Agreement shall be for a period of three (3) years commencing on the 1<sup>st</sup> day of April 2021 and ending on the 31<sup>st</sup> day of March 2024. The Association will assemble the Collective Agreement.
- 22.02 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions.

Such notification will be made no more than ninety (90) days prior to the termination date of this Agreement.

- 22.03 Negotiation with respect to renewal of this Agreement shall commence within thirty (30) days of such notice or at a time mutually agreed to between the parties.

SIGNING PAGE

Dated at Brockville, Ontario, this 16 day of March, 2022.

FOR THE EMPLOYER

FOR THE UNION

"Shani Gates"

"Lisa Turner"  
Labour Relations Officer

"Tammy Anderson"

"Tanis Brown"

"Cathy DelMei"

"Carolyn Kaemmer"

"Rebecca Kavanagh"

"Susan LaBrie"

## LETTER OF UNDERSTANDING

between

**THE BOARD OF HEALTH FOR THE LEEDS,  
GRENVILLE AND LANARK DISTRICT HEALTH UNIT**

and

**ONTARIO NURSES' ASSOCIATION**

RE: Staffing and Workload Issues

The parties agree that:

The creation of part time public health nursing positions would be advantageous to program delivery since another trained individual would be available to work extra hours as program needs arise.

A reduction in the availability of casual nurses and the reduction of biweekly hours of work for full time nurses impacts the remaining full time nurses by necessitating redistribution of workloads and overtime.

It is not the intention of the Employer to use casual nurses for normal day to day operations.

Nurses on the casual list will provide their availability including geographic preference, if any, to [HR@healthunit.org](mailto:HR@healthunit.org) by no later than February 1<sup>st</sup> and August 1<sup>st</sup>.

In the event that casual nurses are needed, they will be called in on the basis of availability. If more than one nurse is available, they will be called in on the basis of seniority.

When a temporary nursing need is known and funding for such need is available, a term position will be posted.

The Employer intends to maintain a reasonable pool of casual nurses to be called upon during periods of vacation, short term temporary absences for other reasons and during temporary times of peak workload.

The parties will look at the feasibility of implementing part time positions as opportunities arise.

The ONA/Management Committee will be used on an ongoing basis as a forum to review/discuss the issues within this letter and input from the members of the Association will be considered by management in their plans for resolution.

DATED this 20th day of September 2005.

Renewed: 11<sup>th</sup> day of June 2009.

Renewed: 14<sup>th</sup> day of December 2011.

Renewed: 22<sup>nd</sup> day of June 2015.

Renewed: 9<sup>th</sup> day of June 2017.

Renewed: 21<sup>st</sup> day of August 2019

Renewed: 18<sup>th</sup> day of November 2021

Dated at Brockville, Ontario, this 16 day of March, 2022.

FOR THE EMPLOYER

FOR THE UNION

"Shani Gates"

"Lisa Turner"  
Labour Relations Officer

"Tammy Anderson"

"Tanis Brown"

"Cathy DelMei"

"Carolyn Kaemmer"

"Rebecca Kavanagh"

"Susan LaBrie"

## LETTER OF UNDERSTANDING

between

**THE BOARD OF HEALTH FOR THE LEEDS,  
GRENVILLE AND LANARK DISTRICT HEALTH UNIT**

and

**ONTARIO NURSES' ASSOCIATION**

**RE: New Grad Initiative**

With respect to the New Graduate Initiative, the parties agree to the following:

1. As per the New Graduate Initiative, the Employer will hire full time supernumerary nurses, up to the maximum funding available as per the Ministry guidelines;
2. Such supernumerary nurses will be paid as per the Public Health Nurse Salary grid - Article 20;
3. A supernumerary nurse will work with a mentor for each program area in which they are assigned. Such mentorship shall be conducted in accordance with the Employer's Mentorship Program.
4. Such supernumerary positions will not be subject to internal postings;
5. Such nurses will be covered by the collective agreement;
6. The duration of such supernumerary appointments will be offered according to the period of funding.
7. After the completion of these three (3) months, these nurses may apply for and transfer to posted positions. If no other qualified members of the bargaining unit have applied for these positions, these nurses will be considered for any posted position.
8. Where a nurse has successfully posted into a position (as per number 7), and the Ministry funding has not been fully utilized, the parties will reach an agreement on the potential opportunities for the utilization of said unused funds at the ONA/Management Committee meeting;
9. Quarterly updates on the status of the supernumerary positions will be provided at ONA/Management Committee meetings. The parties further agree to discuss any issues related to the supernumerary positions at the pre-scheduled ONA/Management Committee meetings;
10. This agreement is made without prejudice and precedent to either party.

DATED this 11th day of June 2009.

Renewed: 16<sup>th</sup> day of December 2011.

Renewed: 22<sup>nd</sup> day of June 2015.

Renew: 10<sup>th</sup> day of May 2017.

Renewed: 21<sup>st</sup> day of August 2019

Renewed: 18<sup>th</sup> day of November 2021

Dated at Brockville, Ontario, this 16 day of March, 2022.

FOR THE EMPLOYER

FOR THE UNION

"Shani Gates"

"Lisa Turner"  
Labour Relations Officer

"Tammy Anderson"

"Tanis Brown"

"Cathy DelMei"

"Carolyn Kaemmer"

"Rebecca Kavanagh"

"Susan LaBrie"

# LETTER OF UNDERSTANDING

between

**THE BOARD OF HEALTH FOR THE LEEDS,  
GRENVILLE AND LANARK DISTRICT HEALTH UNIT**

and

**ONTARIO NURSES' ASSOCIATION**

RE: Financial Advisory Committee

In recognition of the Employer's dissolution of the Financial Advisory Committee, the Employer will add Finance as a standing agenda item on the ONA/Management Committee during the life of this agreement.

The parties agree that the intent of such discussions is for the union to have the opportunity to provide input on financial issues that affect the effectiveness and efficiency of the Health Unit and to provide input on administrative cost saving and efficiency measures.

Following the expiry of the 2021 to 2024 Collective Agreement, Article 3.01 e) will be removed from the Collective Agreement.

Dated at Brockville, Ontario, this 16 day of March, 2022.

FOR THE EMPLOYER

FOR THE UNION

"Shani Gates"

"Lisa Turner"  
Labour Relations Officer

"Tammy Anderson"

"Tanis Brown"

"Cathy DelMei"

"Carolyn Kaemmer"

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