

**COLLECTIVE AGREEMENT**

BETWEEN

**CORPORATION OF THE COUNTY OF HURON  
HEALTH UNIT**  
(hereinafter referred to as the "Employer")

AND

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

**Expiry Date: December 31, 2020**

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**ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, and to provide an orderly and amicable method of settling any differences or grievances which might possibly arise.
- 1.02 This Agreement shall apply to all Registered Nurses, Nurses with temporary Certificate of Registration, and Nurse Practitioners employed by the Corporation of the County of Huron Health Unit, save and except Managers and the MOH, and students.

**ARTICLE 2 - RECOGNITION AND SECURITY**

- 2.01 The Employer agrees to recognize the Ontario Nurses' Association as the sole collective bargaining agent for all employees covered in clause 1.02 in respect to hours of work, wages and working conditions.
- 2.02 All reference to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the Ontario Nurses' Association who are employees of the Corporation of the County of Huron Health Unit.
- 2.03 The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the Union if she wishes to do so and may refrain from becoming a member of the Union if she so desires.
- 2.04 The Employer and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union. It is further agreed between the parties that there will be no discrimination by either party covered by this Agreement on the basis of race, creed, colour, national origin, disability, sex, sexual orientation, gender identity, gender expression, marital status, family status, age, religious affiliation, political affiliation, or any other factor which is not pertinent to the employment relationship.
- 2.05 The Employer shall deduct each month from the pay of each employee covered under this Agreement, a sum equal to the regular monthly Union dues of a member. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union once each month its cheque for the dues deducted under this clause, together with a list of the names and social insurance numbers of the employees from whom such deduction have been made. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 2.06 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

### **ARTICLE 3 - COMMITTEES**

- 3.01 The Employer shall recognize the following representatives of the Union:
- (a) A Negotiating Committee composed of the Bargaining Unit President and two Union members, paid by the Employer for all regular hours lost up to and including conciliation and whose duties shall be to negotiate renewal agreements and to discuss the administration of this Agreement. For this latter purpose, meetings may be called at the request of either party. It is understood the members of the team will be from different service teams if possible.
  - (b) A Grievance Committee which shall be composed of two (2) Union members and which shall be responsible for the handling of all grievances.
  - (c) A Union Management Committee composed of two (2) Union members to meet with an equal number of appointed representatives of the Employer. Meetings of this Committee will be held at the request of either party. The purpose of this Committee is to discuss matters relating to nursing and the provision of the best possible nursing care. A function of this Committee is the examination of those matters which are of mutual concern.
  - (d) Accident Prevention - Health and Safety Committee. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Health Unit in order to prevent accidents, injury and illness. The Employer agrees to form a committee under the terms and conditions of the applicable legislation.
  - (e) An employee's regular straight time hourly rate for all scheduled working hours shall be maintained while carrying out her duties as required under a), b), c) and d) above.
- 3.02 The Union shall have the right to have the assistance of a representative of the Ontario Nurses' Association from outside the employ of the Health Unit. It is understood and agreed that the Labour Relations Officer is the signing authority for the Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.
- 3.03 The Union will provide the Employer with the names of its officers, committee members and Union representatives. This list will be revised when changes occur.
- 3.04 The Union acknowledges that the designated representatives and Committee members referred to above must continue to perform their regular duties and that so far as possible, all of their activities will be carried on outside of the regular working hours of the employees concerned unless otherwise mutually arranged. If it is necessary for a designated representative to service a grievance during her working hours, she shall not leave her work without first obtaining the permission of their own Manager. Such permission will not be unreasonably denied. Upon

completion of her activities, she shall report back to their own Manager. Representatives referred to above will be paid at their regular straight time hourly rate for time spent in meetings with the Employer. Additionally, wages for time spent at arbitration or during negotiations preparation will not be paid.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, suspend, discipline or discharge any employee for just cause, provided that a claim by an employee that there has been a violation of this Agreement, may be the subject of a grievance and dealt with as hereinafter provided.
- 4.02 The Union 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. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all of its offices in the County of Huron are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time, reasonable rules and regulations to be observed by the employees, but before altering any such rules the Employer will discuss same with the Union Grievance Committee and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

#### **ARTICLE 5 - MANAGEMENT GRIEVANCES**

- 5.01 It is understood that the Management may submit to the Union any complaint that a contractual obligation undertaken by the Union in this Agreement has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to the Bargaining Unit President, whereupon it shall be discussed at Step No. 3 of the grievance procedure. Failing a satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer it to arbitration in accordance with the provisions of Article 6.07.

#### **ARTICLE 6 - GRIEVANCE PROCEDURE**

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

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

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

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

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

Step No. 1

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

Step No. 2

The grievance shall be presented in writing to the Medical Officer of Health or designate. A meeting will be held between the parties within 10 working days unless extended by mutual agreement. It is understood that the Labour Relations Officer from the Ontario Nurses' Association will be present at this meeting. The Medical Officer of Health or designate shall render a decision in writing within five (5) working days of the meeting or any longer period which may be mutually agreed upon. Should no satisfactory settlement be reached within five (5) working days, the matter may be referred to arbitration as set out in Article 6.08.

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

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

## 6.08 Arbitration

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

- 6.09 The Arbitration Board or sole arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration board and will share equally the fees and disbursements of the Chair or sole arbitrator.
- 6.10 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties to the Agreement.
- 6.11 Notwithstanding any other provisions of this Agreement grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties.

## **ARTICLE 7 – PROTECTION OF THE BARGAINING UNIT**

- 7.01 The Board of Health agrees not to contract out work presently performed by members of this Bargaining Unit.

## **ARTICLE 8 - SENIORITY AND JOB POSTING**

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

- ii) Seniority for a part-time nurse shall commence from the date of her last hiring by the Employer and accumulate on the basis of hour for hour paid.
  - iii) For the purposes of this Article, 1,820 paid hours equals one (1) year of equivalent full time service.
- (b) A copy of the seniority list, as at December 31 and June 30 of each year, will be filed with the Union by February 1 and September 15 and shall be posted on a bulletin board accessible to all employees. Any errors or omissions will be brought to the Employer's attention within sixty (60) days of the posting to be corrected within another thirty (30) days, after which the seniority list will be deemed to be correct and final.
- (c) When a new employee is hired, such employee shall be on probation for a period of six (6) months. Employees retained past the probationary period shall be placed on regular staff and credited with seniority from the date last hired. The discharge of probationary employees shall not be the subject of a grievance.
- The probationary period may be extended for a predetermined period by mutual consent of the Union and the Employer. The length of the extension will be drafted as a Letter of Agreement, without prejudice, and signed by the parties.
- (d) An employee's full seniority and service shall be retained by the employee in the event she transfers from full-time to part-time and vice versa. A part-time employee who changes her status to full-time will be given seniority credit on the basis of 1820 paid hours of part-time being equivalent to one (1) year of full-time service and vice versa. In addition an employee who is so transferred will be given credit for paid hours accumulated since date of her last advancement.
- (e) Temporary employees do not accrue seniority. However, where a temporary employee is subsequently hired as a permanent employee without any break in service of more than thirty (30) calendar days, her service and seniority shall date from the date of her employment as a temporary replacement.

## 8.02

When vacancies occur or new jobs are created, these positions will be posted within two (2) weeks of the approval of the Employer to post the position in a manner accessible to all employees. Such job posting shall be for a period of ten (10) days, during which time employees will have the opportunity to apply. Outside advertising may take place simultaneously with job postings when deemed necessary by the Employer. The results of the outside posting will not be considered until the internal posting is completed and assessed. All employee applicants will be notified by letter not more than one (1) week after the position has been filled of the name of the successful applicant. If an employee with greater seniority is denied the posting, the reasons for such denial may be discussed with



the employee if requested. Permanent Full-time employees must be in their current position for six (6) months prior to posting into another position.

If the employer chooses not to fill a vacancy then the Employer will notify the Union of that fact and the rationale for not filling the position.

- 8.03 A nurse may make a written request for transfer to another team or program within the Health Unit. Such requests will be maintained by the Employer within the Health Unit. Such request will be maintained by the Employer for a period of twelve (12) months, and shall be considered as an application for any job postings/ reassignments for the requested team or program.
- 8.04 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
- i) approved leave of absence with pay;
  - ii) approved leave of absence without pay up to a period of three (3) months in any calendar year;
  - iii) when in receipt of Workplace Safety and Insurance Board Benefits;
  - iv) when in receipt of Long Term Disability benefits;
  - v) when on short term sick leave as referred to in Appendix "A" of the Collective Agreement;
  - vi) when on service for the Canadian Armed Forces to the extent required by the laws of the Government of Canada;
  - vii) Statutory Leaves (e.g. Employment Standards).
- (b) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
- i) approved leave of absence without pay in excess of three (3) months in any calendar year;
- (c) Seniority shall terminate and an employee shall cease to be employed by the Employer when she:
- i) resigns for any reason;
  - ii) is discharged for just cause and is not reinstated;
  - iii) retires or is retired under Employer Policy;
  - iv) is laid off for eighteen (18) calendar months;

- v) is absent from work for a period in excess of three (3) consecutive scheduled working days without notifying the employer unless an acceptable reason is given to the employer;
- vi) overstays a leave of absence and fails to provide an acceptable reason for such absence;
- vii) is a casual nurse and hasn't worked for the County of Huron Health Unit for twelve (12) months.

This clause will be interpreted in a manner consistent with Human Rights Code and Employment Standards Act.

- 8.05
- (a) An employee, who is a member of the bargaining unit and is transferred out of the bargaining unit for a specific term or position which does not exceed a period of twelve (12) months will be returned to her former position in the bargaining unit without any loss of seniority, service or benefits.
  - (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of twelve (12) months, she will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
  - (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
  - (d) A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.
  - (e) A nurse who accepts a transfer under this Article will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.
- 8.06 In cases where performance, ability and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotion or any vacancy or new job created.
- 8.07
- (a) Layoffs shall be made on the basis of the seniority list provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to do the work which is available. Employees will be recalled in the reverse order to which they were laid off, provided however, they are qualified and willing to do the work in the job openings then available. Subject to the foregoing, temporary nurses shall be laid off first followed by probationary nurses. New employees or temporary employees will not be hired until those employees on layoff have been given opportunity of recall.

- (b) In the event of a layoff, the Employer will give the Union thirty (30) days' notice of such layoff. The Parties will then meet to review the layoff and its implementation. Any agreement between the Parties resulting from their review concerning the method of implementation will take precedence over the terms of Article 8.07.
  - (c) Notice to the employee will be in accordance with the Employment Standards Act or pay in lieu thereof.
- 8.08
- (a) A full-time employee is one whose normal hours of work shall be seventy (70) hours in a bi-weekly pay period as referred to in Article 14 of the Collective Agreement.
  - (b) A regular part-time employee is one who is required to work on a regularly scheduled basis but not full time.
  - (c) A temporary employee is one who is required to replace a regular employee on pregnancy and/or parental leave, long-term salary continuance or WSIB benefits, leave of absence without pay or due to an increase in workload.
  - (d) A casual part-time employee is one who is required to work on an irregular basis (called in as may be required). A casual part-time employee may accept a temporary position and return to casual status when the temporary position to which she was assigned is completed.
- 8.09
- The Employer agrees to consult with an employee twenty (20) days prior to transferring her from one geographical territory to another within the County of Huron outlining:
- (a) the reasons for the transfer;
  - (b) services to be performed;

## **ARTICLE 9 - LEAVE OF ABSENCE**

### 9.01 Bereavement Leave

When a death occurs in the immediate family of a regular full time employee, she shall be granted leave of absence without loss of pay for the five (5) work days falling within the seven (7) calendar day period that immediately follow the bereavement. Immediate family is defined as mother, father, brother, sister (including step-mother, step-father, step-brother, step-sister), wife, husband, common-law spouse, child or step-child, grandparents, great grandparent, grandchildren, great grandchild, mother-in-law or father-in-law.

The Employer further agrees to grant leave of absence of one (1) day without loss of pay to the employee suffering the death of her brother-in-law, sister-in-law, son-

in-law, daughter-in-law, aunt or uncle, niece, nephew, cousin. If special circumstances arise or travel is required, the one (1) day allowance shall be increased to a maximum of three (3) days, for the purpose of attending the funeral.

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

The Employer may extend leaves or grant leave for close family relationships, with or without pay, at her discretion.

“Immediate family” and “in-laws” as set out above shall include the relatives of the employee’s current spouse. Including step-parent, step-brother, step-sister.

Notwithstanding the above, individuals will be granted flexibility to distribute the dates to which they would be entitled above, not exceeding five (5) days without loss of pay in total, in order to accommodate religious and cultural diversity or to attend the interment.

## 9.02

### Union Leave

- (a) The Employer shall grant leave of absence without pay and without loss of seniority to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings or if elected to the position of Local Coordinator. It is understood that such leave shall not result in additional expense to the Employer and that mutual arrangements have been made for the periods of duty. During such leave of absence the employee’s salary and applicable benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Employer in the amount of the daily rate of the employee.
- (b) An employee who is elected to the office of the President of the Ontario Nurses’ Association shall be granted upon request leave(s) of absence without loss of seniority and benefits. During such leave of absence, salary and benefits except where prohibited by the governing master policy for the benefit will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employer contributions to benefits.

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

An employee who is elected to the office of the President of the Ontario Nurses’ Association shall be returned to a comparable upon termination of office.

## 9.03

The Employer may grant personal leave of absence without pay a period of up to one (1) year. Employees shall submit their requests for such leave in writing to their manager. Such requests shall not be unreasonably denied. If such leave is

for a period in excess of twelve (12) months, the employee will only be returned to employment when a position for which she is qualified becomes open.

9.04 Jury and Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who is required to serve as a juror or witness in any court, coroner's inquest or at the College of Nurses. The Employer shall pay such employee the difference between her normal earnings and the payment she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. The employee will also, at the option of the Employer present proof by way of subpoena or otherwise that she must attend as a juror or witness.

9.05 Parental/Pregnancy Leave

Parental/Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (ESA). A copy of the Employment Standards Act will be readily accessible to the nurses at all times. Any nurse, on request will be provided with a copy of Section 46-49 of the Employment Standards Act, as amended from time to time.

- (a) An additional seventeen (17) weeks leave of absence without pay, employer contributions to benefits, or credit for service or seniority, will be granted upon request. Such request must be submitted at the same time as the request for Parental leave is submitted.
- (b) An employee who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance Parental/Pregnancy Benefits pursuant to the Employment Insurance Act (Canada), shall be paid a supplemental employment benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefit and other earnings, as reported by or to the employer. Such payment shall commence following the completion of the employment insurance waiting period, and receipt of employment insurance parental/pregnancy benefits, and shall continue while the employee is in receipt of such benefits. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit (currently 26 weeks).
  - i) In order to be eligible for the top-up under this Article 9.05, the employee must provide the employer with proof that they are in receipt of employment insurance benefits pursuant to the Employment Insurance Act (Canada) and the amount of the employment insurance benefit she is receiving

ii) Notwithstanding anything to the contrary above, in no event will the top-up exceed the difference between 75% of the employee's actual weekly rate of pay that she was receiving on the last day worked prior to the start of the leave and the employee's employment insurance benefit calculated without regard to any election by the employee to receive a lower employment insurance benefit spread over a longer period of time as may be permitted under the Employment Insurance Act (Canada).

(c) An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take, or takes pregnancy leave or parental leave.

9.06 Wages or salary for time lost due to compulsory quarantine shall be paid to employees when certified by a medical officer, and shall not be chargeable to sick leave.

9.07 Employees will be granted two (2) paid day per calendar year for the purpose of personal or family preventative health to attend to personal matters. The Employer may grant further time for compassionate leave of absence with or without pay.

It is understood that these days may be taken as half (1/2) days.

9.08 Education Leave

(a) The Employer may grant a leave of absence with pay for the purpose of postgraduate education for up to thirty (30) working days in any one year. The application shall be made to their Manager and shall contain:

i) a course outline;

ii) a clear description of how the course completion will benefit the Employer.

(b) The Employer may enter into an agreement with any employee requesting educational leave for post graduate education under such terms and conditions (with regard to job security, salary, tuition, seniority and benefits) as may be mutually agreeable between the parties. Requests for such leaves will not be unreasonable denied.

9.09 Except as otherwise provided for in this Collective Agreement, if an employee's absence without pay from the Health Unit exceeds three (3) continuous calendar months, she will not accumulate service for purposes of vacation entitlement and sick leave benefit for the period of the absence in excess of three (3) continuous calendar months. During an unpaid leave of absence, the accrual of paid vacation will cease, however the employee will still accrue unpaid vacation entitlement.

Except as otherwise provided for in this Collective Agreement, in the case of unpaid approved absences in excess of thirty (30) calendar days, an employee may arrange with the Employer to prepay the full premium of the subsidized

employee benefits for the period of the leave in excess of the thirty (30) continuous calendar days to ensure coverage.

## 9.10

Four Years Over Five Plan

- (a) Description - The Four Years Over Five Plan has been developed to afford employees the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years' salary over a five (5) year period.
- (b) Application – Employee must have a minimum of two (2) years' seniority to apply. An employee shall be entitled to join the plan by registering with the Employer before the end of any month to commence deduction two (2) months later in the same year so that the leave may commence the beginning of the latter month four (4) years later. The Employer shall limit the number of employees, on their fifth year away from work to one (1) employee per year and seniority shall be the deciding factor when applicants have to be denied.

(c) Payment Formula and Leave of Absence

- i) In the first four (4) years, an employee will be paid 80% of her/his regular salary. The remaining 20% of salary will be deposited in a bank account. The total amount of that bank account, excluding interest, shall be paid to the employee during the year of leave. Payment will be made through the payroll of the Employer, who will be reimbursed by the bank on a bi-weekly basis.
- ii) Employees' benefits will be maintained by the Employer during their leave of absence, with the exception of STD and WSIB benefits.

Effective May 11, 2015, the following will apply to new enrolments to the plan:

Employees will have reduced benefits with respect to OMERS, life insurance, accidental death and dismemberment, vacation entitlement and any other extended benefits that are geared to salary. For those benefits not tied to earnings, the employee will contribute 20% of the County's fixed rate premium in each of the five (5) years.

Paid vacation will not accrue during the leave period.

- iii) The leave of absence shall be taken only in the fifth year of the plan. The employee shall accumulate seniority during leave of absence under this plan.
- (d) Terms of Reference
- i) On returning from leave, an employee shall be posted to a similar position to that which he/she held immediately prior to going on

leave, and shall be paid in accordance with the then existing Schedule "A".

- ii) In the event of death or termination of employment, any monies on deposit to the credit of the employee including any accrued interest will be returned to the employee or the employee's estate.
- iii) The Employer and the employee may agree to defer the leave of absence for any reason.
- iv) Pension deductions are to be continued providing the Ontario Municipal Employees Retirement System (O.M.E.R.S.) approves this plan for pension purposes.
- v) An employee may withdraw from the Plan any time up to twelve (12) months prior to the date the leave of absence is to begin. Upon withdrawal, any monies accumulated, including any accrued interest, will be paid to the employee within sixty (60) days of notification of his/her desire to leave the plan.
- vi) The employee shall not be entitled to vacation credits during his/her leave of absence.
- vii) The employee shall not be paid for sick leave during his/her leave of absence.

Alternate time frames will be discussed at an employee's request.

#### 9.11 ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) months prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

### **ARTICLE 10 - SICK LEAVE AND LONG-TERM SALARY CONTINUANCE AND EMPLOYEE BENEFITS**

- 10.01 The parties agree to the terms and conditions of the County of Huron Human Resources Policy 3.20 Sick and Short Term Disability Plan/Policy, the benefits as summarized in Appendix "A" in this Agreement.



- 10.02 The Employer shall pay the cost of premiums of the following benefits for all full-time regular employees which shall be subject to the terms and conditions of the governing master insurance policies in the percentages indicated:
- (a) One hundred percent (100%) of the present hospital and life insurance benefits in force in the County of Huron, or equivalent to include:.
  - (b) One hundred percent (100%) of the Major Medical Insurance Plan in force in the County of Huron, or equivalent.
- Amend coverage for chiropractic care to eliminate the \$350.00 deductible and if the coverage is not at \$350.00, to establish it as such.
- Massage Therapy \$450.00 per year with no deductible
- (c) One hundred percent (100%) of the Blue Cross Basic Optical Plan in force in the County of Huron, or equivalent.
- Increase Vision coverage to \$400.00 every two (2) years. "Usual and Customary" costs for eye examinations every 24 months are covered over and above the \$400.00 maximum for vision care.
- (d) Seventy-five percent (75%) of the Preventative Basic Dental Care Plan in force in the County of Huron, or equivalent.
- Equitable Life Benefit booklet will be provided.
- 10.03 The Employer agrees to continue to provide pension benefits in accordance with the OMERS and the Canada Pension Plan.
- 10.04 Regular part-time employees shall receive all Welfare Benefits and participate in the Sick Leave and Long-Term Salary Continuance Plan subject to the conditions of the master contracts.
- Part-time, casual and temporary employees who are regularly employed for less than twenty-eight (28) hours per week shall be entitled to two dollars and thirty cents (\$2.30) per hour in lieu of the benefits outlined in this Article 10.
- 10.05 Employees, who are between fifty-five (55) and sixty-five (65) years of age with a minimum of twenty-five (25) years of service with the Employer, shall be allowed to take early retirement. The cost of basic OHIP, health care, semi-private hospital coverage and \$5,000 of Group Life Insurance will be cost shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee. Employee shall be required to pay to the Treasurer, County of Huron, their share of the fringe benefit costs upon receipt of their invoice.
- 10.06 The age of retirement for nurses shall be in accordance with the applicable Provincial legislation.

Nurses who are actively employed and between the ages of 65 and 70 will continue to receive all benefits in the collective agreement including but not limited to sick leave, health and welfare benefits and pension as they did prior to the nurse's 65th birthday, with the exception of life insurance which carries a maximum of \$3,000 per the carrier's policy, and LTD.

- 10.07 The Employer may substitute another carrier for any of the insured plans referred to herein or make changes to the benefit package provided that the pool of benefits will be equivalent to plans presently in effect, with the agreement of the Union. Any benefit improvements within the changes to the pool of benefits and as approved by Council during the term of this Collective Agreement will be applied to the members of the bargaining unit.
- 10.08 (a) If an employee becomes disabled with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, for the purposes of returning them to work in an accommodated position, with the hope of providing an opportunity for continued employment.
- (b) Prior to any employee returning to work from illness or disability requiring prolonged modified/light/alternate work, the Employer will notify and meet with representatives of the Union and the employee to consult on a back to work program for the employee. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provisions of the Agreement.
- (c) Positions established under this Article will not constitute new classifications and shall lapse upon return to regular duties, termination, resignation, or retirement of the employee in question.

## **ARTICLE 11 - VACATIONS**

- 11.01 Vacations with pay will be granted in accordance with the following: Vacation periods, calculation of pay, length of service and pay distributions will be based on a vacation year.

Vacation periods, calculation of pay, continuous service and pay distributions will be based on a calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>).

It is understood that employees will have no more than the equivalent of one years' vacation credits in their bank on December 31st of each year.

- (a) Employees who have not completed a full year of employment by December 31<sup>st</sup> of any year will receive such vacation as is proportionate to the length of time that they have worked during the vacation year, and any employee who has worked for six (6) months will be automatically entitled to ten (10) working days' vacation with pay.

- (b) Vacation with pay shall be granted to all employees in the bargaining unit on the following basis who have completed:
  - i) 1 year of service - twenty (20) working days with pay.
  - ii) 10 years of service – twenty-five (25) working days with pay.
  - iii) 20 years of service – thirty (30) working days with pay.
- (c) Regular part-time employees and temporary employees shall be entitled to vacation pay in accordance with the vacation entitlement of full-time employees. For the purposes of this Article, 1820 paid hours equals one (1) year of full-time service. Vacation pay will be paid on gross earnings excluding payments in lieu of benefits as follows:

Length of Service	Hours	Entitlement
Equivalency of less than ten (10) years' service	Less than 18,200 hours	8% or 20 days
Equivalency of ten (10) years' service but less than twenty (20) years' service	Between 18,200 hours and 36,400 hours	10% or 25 days
Equivalency of twenty (20) years' service but less than twenty-five (25) years' service	Greater than 36,400 hours	12% or 30 days

Vacation pay shall be paid on every pay.

- (d) Casual part-time employees shall receive vacation pay in accordance with the Employment Standards Act.
- (e) Paid vacation shall not be earned while the employee is absent for any reason other than vacation, paid leaves of absence, pregnancy/parental leaves, or while receiving STD benefits, for a period in excess of thirty (30) consecutive days. Unpaid vacation time shall continue to accrue for employees absent for layoff, unpaid leaves of absence, LTD, or compensable injury.

- 11.02 All normal deductions made from an employee's pay will be made from the vacation pay.
- 11.03 An employee on cessation of employment prior to June 30th in any year shall receive such vacation as she is entitled to proportionate to the length of time she has worked during the vacation year.
- 11.04 Vacation schedules are subject to the approval of the Employer.
- 11.05 Where an employee's scheduled vacation is interrupted due to bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 9.01.

**ARTICLE 12 - HOLIDAYS**

12.01 (a) The following shall be recognized as paid holidays under this Agreement:

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

One (1) working day preceding Christmas Day. One-half (1/2) working day preceding New Year's Day.

(b) An "eligible employee" as used in this Article is one who:

- i) performs work during the payroll period in which the holiday is observed, except when absent due to verified illness or other approved absence;
- ii) works as scheduled or assigned both on her last scheduled working day prior to and her first scheduled working day following the holiday, except when absent due to verified illness or other approved absence.

(c) An eligible employee who is not required to work on one of the above-mentioned holidays shall suffer no deduction in her salary by reason of the occurrence of the said holiday.

12.02 An employee who is required to work on any such holiday and works on the said holiday shall receive one and one-half (1 ½) times her basic straight time rate of pay for work performed on the holiday, as well as pay for the statutory holiday, if eligible. An employee who is required to work on any such holiday may take a day off without pay at a mutually agreeable time within sixty (60) days of the holiday worked.

**ARTICLE 13 - BREAK PERIODS**

13.01 The Employer will allow break periods on the basis of one (1) fifteen (15) minute period for each half of the working day.

**ARTICLE 14 - MILEAGE ALLOWANCE**

14.01 Those employees who are required to use their personal vehicle for County business, as deemed required by the Employer, shall be reimbursed mileage at the County Non-Union rate.

**ARTICLE 15 - HOURS OF WORK AND OVERTIME**

- 15.01 A full time nurse is a nurse who normally works a flexible work schedule of seventy (70) hours every two (2) weeks.
- A regular part time nurse is a nurse who works a flexible work schedule of less than full time hours but not less than thirty (30) hours per two (2) week period.
- A casual nurse is a nurse who is not regularly scheduled.
- 15.02 The normal hours of operation for the Health Unit are 8:30am to 4:30pm Monday to Friday. However, it is recognized that the nature of community health nursing often requires flexible work hours.
- 15.03 The normal workday shall consist of seven (7) paid hours, and sixty (60) minutes unpaid meal break and two (2) fifteen (15) minute paid coffee breaks.
- 15.04 The normal work week will be thirty-five (35) hours per week or shall be on average seventy (70) hours over a biweekly pay period. The normal work week shall be flexed within the hours of 8:00am to 10:00pm Monday to Thursday and 8:00am to 5:00pm Friday.
- 15.05 The provision of service remains a priority. The work demands/responsibilities /needs of the team must be given every consideration. Flexible work hours must be scheduled in advance (e.g. at the team's monthly meeting) with the employer's approval. Coverage between the hours of 8:30 am and 4:30 pm remain the priority when setting the schedule.
- 15.06 During the course of a bi-weekly pay period, a nurse may earn (by working extra hours) flex time to a maximum of two (2) hour without the approval in advance of the Employer. Flex time so earned to a maximum of two (2) hours may be taken off without the approval in advance of the Employer. Any flex time beyond two (2) hours may be earned or taken only with the approval in advance of the Employer. Where a nurse requests approval to earn or take flex time, such request shall not be unreasonably denied provided it can be demonstrated to the satisfaction of the Employer that the required service will be maintained. In all cases, flex time shall be arranged with and communicated to other staff/team members so that the service delivery is maintained.
- A nurse may accumulate up to sixteen (16) hours in accrued flex time. The maximum accumulation of sixteen (16) hours in accrued flex time may be restored at any time should a nurse use flex time from her/his bank.
- 15.07 For the purposes of Workplace Safety and Insurance Board (WSIB) and insurance requirements, Nurses will maintain a planned and updated activity schedule that is kept in the Organization's Email System. Nurses provided with Health Unit cell phones are required to have the phones charged and on during work hours.

15.08 Full time Only:

All work in excess of the pre-approved scheduled day or in excess of the pre-approved bi-weekly pay period required by the Employer will be compensated in pay at the rate of time and one-half or time off equivalent to the applicable premium rate. The time off will be taken at a time mutually agreed upon with her/his immediate supervisor. It is understood that overtime worked shall be pre-approved by the Manager.

Part time only:

All work in excess of the pre-approved scheduled day or in excess of the pre-determined hours in a bi-weekly pay period required by the Employer will be compensated in pay at a rate of time and one-half or time off equivalent to the applicable premium rate. The time off will be taken at a time mutually agreed upon with her/his immediate supervisor. It is understood that overtime worked shall be pre-approved by the Manager.

For accumulation of overtime up to and including 35 hours total, the employee will have the option as to whether to be paid or take time off.

For any accumulation in excess of thirty-five hours, the Employer, in consultation with the employee, will determine whether the OT will be settled by payout or time off.

15.09 It is understood that where client needs and/or work demands require scheduling changes, the Employer, in consultation with the team, may alter the scheduled work hours to meet those needs.

Nothing in this article is to be interpreted to limit the right of the employer to schedule work hours to specific employees as needed.

15.10 Employees required to work more than two (2) hours overtime in any normal day or shift shall be provided with a meal by the Employer not to exceed ten dollars (\$10.00).

15.11 Where there is a reduction in staffing implemented in advance of a scheduled clinic, nurses will be removed from the schedule by reverse order of seniority as follows: casual nurses, temporary part time nurses, regular part time nurses, and full-time nurses. Reductions in staffing will be completed with a minimum of twenty-four (24) hours notice. In the event that a clinic is cancelled with less than twenty-four (24) hours notice, nurses who were scheduled to work will receive two (2) hours pay.

In the event that a clinic is less busy than anticipated and it is determined fewer nurses are required to fulfil the needs of the clinic, nurses can volunteer to leave and will be released from the clinic in order of seniority. In the event not enough nurses volunteer to leave early, nurses will be sent home in reverse order of seniority as follows: casual nurses, temporary part time nurses, regular part time nurses and full time nurses. Nurses shall be paid for all hours worked with a minimum guarantee of four (4) hours pay. There will be no compensation for scheduled hours that were voluntarily relinquished.

## **ARTICLE 16 - WAGE RATES AND JOB CLASSIFICATIONS**

- 16.01 (a) The Wage Rates and Job Classifications are set forth in Schedule "A" and remain in effect for the duration of this Agreement.
- (b) Each full-time employee will advance from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her anniversary date.
- Where the employee is absent from the Health Unit and not accumulating service, her advancement to the next level of the salary schedule will be extended by the length of the absence for which she has not accumulated service.
- (c) Each part-time and temporary employee shall be placed on the salary grid in accordance with Article 16.03 and will advance on the Salary Schedule based on 1820 paid hours equals one (1) year of service.
- (d) A full-time employee whose status is altered to part-time or vice versa shall maintain her level on the salary grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of her last advancement.
- 16.02 (a) The Employer agrees that the establishment of any new classification shall be on the basis of fairness and equity and will apply to only newly created positions or the revision of present positions where there has been a significant change in responsibilities. The rates established for such new positions shall be based on the rate structure herein.
- (b) The Employer agrees to notify the executive of the Union whenever a new employee is hired or an employee currently employed is reassigned to another job classification or a new classification is established. The executive of the Union will also be informed of the pay rate of such classification and the rate at which the person fulfilling that job classification will be paid.
- 16.03 Credit for previous relevant experience is assessed to determine the appropriate starting salary. Credit for relevant experience in the ten (10) years prior to being employed by the Employer is normally granted to a maximum of Year six (6) on the salary:

- (a) Prior experience in nursing will be recognized by the Employer on a one (1) year for every two (2) years' prior experience basis. Prior experience in Public Health Nursing will be recognized by the Employer on a year for year basis. In neither case will experience more than twelve (12) years old be considered.
- (b) It shall be the responsibility of the nurse to provide proof of related experience within three (3) months at this Health Unit in order to be considered for a salary increment on the salary grid. This proof must identify the previous employer. Any dispute must be grieved within four (4) months from the date of hire. (Note: It is understood that, without acceptable documentation before the date of hire, a nurse will start at Level 1 (Start) until such time that acceptable documentation is provided.) Once verification has been received, the nurse will be paid the corrected amount with retroactive adjustments back to the original date of hire.

- 16.04 To qualify for the twenty-five (25) year experience rate on the salary grid an employee shall have twenty-five (25) years experience as a Registered Nurse. Part-time experience shall be credited based on 1820 hours equalling one (1) year of experience.
- 16.05 When an employee decides not to report to the workplace due to adverse weather which makes driving hazardous, the employee shall make arrangements with her manager or designate to make up the time away from work, using a vacation day, accumulated overtime, flex time, or a no pay day. In any case, it is the employee's responsibility to follow the Health Unit Absenteeism Policy in order to advise the employer, of her decision not to report to work.
- 16.06 An employee who transfers to a higher paid classification within the Bargaining Unit will be placed on the level of the salary grid of a higher paid classification which is closest to the salary range of her previous classification and she shall receive no less than the rate of pay of her previous classification.

#### **ARTICLE 17 – NO STRIKES, NO LOCKOUTS**

- 17.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strikes, picketing, slow-down or stoppage of work, either complete or partial and the Employer agrees that there will be no lockout.
- 17.02 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Step No. 3 of Article 6.
- 17.03 The Union further agrees that it will not involve any employee of the Employer, or the Employer itself, in any disputes which may arise between any other employer and employees of such other employer.



**ARTICLE 18 - PROFESSIONAL RESPONSIBILITY**

- 18.01 The Employer recognizes that employees have obligations under the Regulated Health Professions Act. In the event that the Employer assigns a number of clients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper client care, she or they shall:
- (a)
    - i) At the time a workload issue occurs the matter will be discussed within the team/site/program to develop strategies to meet client care needs;
    - ii) Failing resolution at the time of the occurrence, the matter will be discussed with the Manager (or designate) on their next working day;
    - iii) Failing resolution, the complaint shall be submitted in writing to the Union Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Union Management Committee shall convene a meeting of the Union Management Committee within ten (10) days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
    - iv) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union Management Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) persons who have expertise in Public Health Nursing; one chosen by the Union: one chosen by the Health Unit and, the third person chosen by the first two from the list of Chairpersons named in Appendix "B". The third member of the Assessment Committee chosen to form the panel shall act as Chairperson.
    - v) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
  - (b)
    - i) If the Chairperson cannot be agreed upon, this will be settled by arbitration pursuant to the grievance procedure found in this collective agreement.
    - ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

- (c) Time limits may be extended by mutual agreement of the parties

## **ARTICLE 19 - MISCELLANEOUS**

### 19.01 Bulletin Boards

The Employer shall provide bulletin boards in the various Health offices which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices which may be of interest to the employees.

19.02 Copies of the current Collective Agreement will be provided to each employee. The Employer will arrange printing of the Collective Agreement in an agreed upon format. The cost of printing will be shared equally by the Employer and the Local Union.

### 19.03 Access to Files

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

(b) Each employee shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her Manager or designate. A copy of the evaluation will be provided to the employee at her request.

No document shall be used against a employee where it has not been brought to her attention in a timely manner.

(c) Any letter of counsel, letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that such employee's record has been discipline-free for one (1) year.

(d) i) Investigation records related to complaints from members of the public will be securely maintained in the County Human Resources offices and will only be accessible by the Senior Manager of Human Resources for the sole purpose of confirming the process to be undertaken to investigate future complaints.

ii) The above noted records shall remain on file for no longer than three (3) years at which point they will be destroyed.

19.04 Within two (2) weeks following a nurse's termination of employment, the Employer will provide her or him with a letter detailing her or his years of experience in the employment agency. In the case of part-time employees, such experience shall be expressed as hours worked.

19.05 Influenza Vaccine

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

High risk individuals include, but are not limited to:

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

Nurses may refuse to be vaccinated. At the option of the Employer, the unvaccinated nurses may be reassigned or be placed on leave of absence, without pay, until such time as the employee has been cleared by the Medical Officer of Health or the Employer to return to the work environment. The nurse can use banked time or vacation credits to cover a portion of the leave of absence without pay. A nurse who is placed on leave of absence without pay will be responsible to pay the premiums for benefits.

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

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

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

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

19.06 Employees who are required to use cell phones in the course of their duties will be provided one by the employer.

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

19.08 The Employer agrees to maintain policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence and the management of violent situations. Policies and procedure will be reviewed by the JHSC and Labour Management Committee as necessary.

The Employer agrees to provide training, education and information on the prevention of violence and all measures and procedures in the workplace violence program to all employees. This training will also be initiated during a new employee's orientation and updated for existing employees as required.

The Employer will inform the Union within three (3) days of any bargaining unit member who has been subject to violence while performing her work. Such information shall be submitted in writing to the Union as soon as possible.

## **ARTICLE 20 – TRAINING AND UPGRADING**

20.01 In the event that the Employer should introduce new methods or machines which require new or greater skills than are presently possessed, the present staff shall be given the opportunity where practicable to upgrade themselves through study courses or training. Such courses or training shall be conducted during regularly scheduled working hours. The Employer shall pay the cost of any approved courses or training.

20.02 The parties agree that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the employees. Employees are entitled to no less than one (1) day in any calendar year.

Accordingly when an employee is required by the employer to attend education courses, work related seminars or workshops; time spent in the training will be recognized as hours worked and will be paid accordingly to a maximum of seven (7) hours. Any time over seven (7) hours spent in the training and travel time will be accumulated as "flex" time and will be taken at straight time within the same pay period. Mileage to and from the training may be expensed.

When an employee requests to attend education courses, work-related seminars or workshops; time spent in the training will be recognized as hours worked and paid accordingly to a maximum of seven (7) hours. Travel time will not be paid or accumulated, however, mileage to and from the training may be expensed.

**ARTICLE 21 - LABOUR MANAGEMENT RELATIONS**21.01 Representation

No individual or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its Management or other personnel with whom the Union may be required to transact business.

21.02 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

**ARTICLE 22 – AMALGAMATION AND MERGER**

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

**ARTICLE 23 - DURATION OF AGREEMENT**

23.01 This Agreement shall remain in full force and effect from January 1, 2019 to December 31, 2020, and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days prior to the termination of this Agreement.

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

23.03 All employees in the bargaining unit as of January 1, 2019 are entitled to retroactivity on the basis of the biweekly wage increase effective January 1, 2019. The Employer will notify employees who have left its employ prior to the date hereof at the last address recorded with the Employer and will furnish the Union with a copy of the notices sent. Former employees will have thirty (30) days from the date of notification to claim retroactivity failing which individual claims will be deemed to have been abandoned.

**SIGNING PAGE**

Dated at Goderich, Ontario, this 5th day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

Jane Anderson

Shannon Hunt  
Labour Relations Officer

Susan Cronin

Donna Parson

Lara Vanstone

Michelle Carter

Meighan Wark

Rhonda Howatt

Jim Ginn

**SCHEDULE "A"**  
**SALARY SCHEDULE**

**January 1, 2019**

	<u>Registered Nurse</u>	<u>Public Health Nurse</u>	<u>Nurse Practitioner</u>
Start	\$ 29.75	\$ 33.31	\$ 45.82
1 Year	30.23	33.85	46.54
2 Years	31.26	35.00	47.49
3 Years	32.32	36.18	49.12
4 Years	33.72	37.77	51.25
5 Years	35.51	39.78	54.00
6 Years	37.46	41.93	56.56
7 Years	39.35	44.07	59.80
8 Years	41.55	46.52	63.12
25 Years	42.38	47.43	64.51

Senior Public Health Nurses - \$100 biweekly (\$2,600 yearly)

**APPENDIX "A"****SICK LEAVE BY-LAW**  
**OFFICE CONSOLIDATION****SICK LEAVE AND LONG TERM SALARY CONTINUANCE PLAN****Purpose:**

To define the ONA Local 021 and County of Huron's policy relating to employee absence from work due to non-work related short term injury or illness.

**Scope:**

All employees contribute to the obligations and goals of the County of Huron by maintaining their health and ensuring regular, punctual attendance. Regular attendance is an expectation of employment and an essential duty of every employee. In those cases of legitimate and substantiated illness or injury, the County of Huron is committed to provide eligible employees with a salary continuance plan to protect our employees and their families from financial hardship until they can safely return to work.

**Definitions:**

"Eligible Employee" ~ Permanent full-time employees who have completed 6 months of continuous service.

"Appropriate Medical" ~ In order to be eligible to collect short term disability benefits the 'treating' physician or 'treating' nurse practitioner must complete the required form (see Appendix A) within the required time frame (see "Procedure").

"Eligible Grandfathered Employee" ~ Employees who meet the definition above and were employed by the County of Huron on December 31, 2012. Permanent part time employees who were employed by the County of Huron on December 31, 2012, and become full-time at a later date will be able to convert their hours of 'continuous service,' which pre-dated December 31, 2012, to the equivalent in full-time hours so to be eligible to collect under the 'grandfathered benefits' section of this policy.

*Note: Any hours served, in either a full-time or part time role will not contribute to the calculation of an employee's grandfathered status on or after January 1, 2013. Your 'grandfathered entitlement' based on your continuous service with the County of Huron as of December 31, 2012 is frozen.*

"Work Day" ~ The length of a day an employee is regularly scheduled either per year or per defined season. For example, a work day for an employee who is regularly 'scheduled' for a 35 hour week is 7 hours; a work week for an employee is regularly 'scheduled' for a 40 hour week is 8 hours.

"Day" ~ Work day.



“Acceptable Attendance” ~ As defined in the County of Huron’s Attendance Management program, not by the entitlement allotted in this policy.

“Sick Day” ~ Any day or part of a day where an employee is absent or leaves work due to an injury or illness, in which a ‘sick credit’ must be used. A day absent from work to attend a physician or another medical professional appointment is not a ‘sick day,’ and a sick credit cannot be used, unless the appointment was ‘on the day’ that the employee was absent or left work due to the same injury/illness that caused them to be absent or leave work. If employee goes home sick after having worked at least one-half (1/2) of their shift, it would be counted as one-half (1/2) sick day instead of one (1) full sick day.

“Active Regular Work Day” ~ (*regular attendance*) ~ A day where the employee is at work, performing their regular and scheduled duties. A *scheduled/pre-approved* leave or day away from work (i.e. vacation day, lieu/toil day, bereavement leave, jury duty, etc.) is the same as an active regular work day. Those days where an employee is performing modified work or performing work with any restrictions (either duties or hours) are not active regular work days.

“Continuous Regular Work” ~ As defined above (Active Regular Work Day), however the active regular work days must be continuous or without interruption. A sick day, a vacation day that was not scheduled/pre-approved, a day where any modified duties or work with restrictions (either duties or hours) is performed constitutes an interruption of continuous regular work.

## **Policy:**

### **Entitlement**

- 3.20.1 Eligible employees will receive, for every calendar month of *regular attendance*, sick credits at the rate of 1.25 work days. Sick credits are cumulative.
- 3.20.2 For an employee to earn sick credits in a calendar month, seventy-five percent (75%) of the Working days in a calendar month must be “active regular work days,” which constitutes *regular attendance* for the purpose of earning sick credits in a given month under this policy.
- 3.20.3 Sick leave credits are cumulative to a maximum of 15 days. Employees with sick credit balance in excess of 15 days shall retain that balance but not accrue further credits until their balance falls below 15 days.
- 3.20.4.1 Sick leave credits are to be used when an employee is absent from work due to their own illness or injury only. Should an employee not have enough sick credits to bridge their wage until they are eligible to collect short term disability benefits, they will have the option of using toil, vacation or no-pay days.
- 3.20.4.2 Short term disability (STD) benefits for eligible employees begin on the sixth (6<sup>th</sup>) consecutive day of absence from work for an injury or illness to one’s self. To be eligible to receive entitlement under the STD plan the employee must provide the employer with the ‘appropriate medical’ on or before the 6<sup>th</sup> day of consecutive absenteeism.

- 3.20.5 Upon entrance into the STD plan, employees will receive seventy-five percent (75%) of their regular wage until they return to work.
- 3.20.6 The STD plan begins on the 6<sup>th</sup> consecutive day of absenteeism and continues until the employee has been absent from work for seventeen (17) consecutive weeks in total (1 week sick credits, 16 weeks on STD) provided satisfactory and appropriate medical documentation is provided. At the end of 17 weeks the employee will be able to submit for entrance into the long term disability plan (provided by third party carrier). *Note: The acceptance or denial of a long term disability claim is at the sole discretion of the third party carrier. The County of Huron reserves the right to submit an appeal against or on behalf of the employee given the information available.*

### **Grandfathered Entitlement**

- 3.20.7 'Eligible grandfathered employees' will be allotted 15 sick day credits on January 1, 2013. Thereafter, Articles 3.20.1, 3.20.2, 3.20.3 are in effect as it relates to the accumulation and use of sick time credits.
- 3.20.8 Short term disability (STD) benefits for eligible grandfathered employees begin on the sixth (6<sup>th</sup>) consecutive day of absence from work. To be eligible to receive entitlement under the STD plan the employee must provide the employer with the 'appropriate medical' on or before the 6<sup>th</sup> day of consecutive absenteeism.
- 3.20.9 Short Term Disability Benefits for grandfathered employees, as per the schedule below, will commence on the 6<sup>th</sup> consecutive day of absence from work. Benefits will be payable for a period of up to 16 weeks provided satisfactory medical documentation is supplied to the Human Resource department.

<b>Length of Service (as of Dec. 31, 2012)</b>	<b>90% of Salary</b>	<b>75% of Salary</b>
Less than 3 months	0 weeks	16 weeks
3 months but less than 1 year	1 week	15 weeks
1 year but less than 2 years	2 weeks	14 weeks
2 years but less than 3 years	3 weeks	13 weeks
3 years but less than 4 years	4 weeks	12 weeks
4 years but less than 5 years	5 weeks	11 weeks
5 years but less than 6 years	6 weeks	10 weeks
6 years but less than 7 years	7 weeks	9 weeks
7 years but less than 8 years	8 weeks	8 weeks
8 years but less than 9 years	9 weeks	7 weeks
9 years but less than 10 years	10 weeks	6 weeks
10 years but less than 11 years	11 weeks	5 weeks
11 years but less than 12 years	12 weeks	4 weeks
12 years but less than 13 years	13 weeks	3 weeks
13 years but less than 14 years	14 weeks	2 weeks
14 years but less than 15 years	15 weeks	1 week
15 years but less than 16 years	16 weeks	0 weeks

- 3.20.10 An eligible grandfathered employee's entitlement will be frozen as of December 31, 2012.

- 3.20.11 Should a grandfathered employee cease to work continuously full time after January 1, 2013, they will no longer be considered an 'eligible' grandfathered employee and will not be entitled to benefit under the section "Grandfathered Entitlement."

### **Emergency Leave Provisions**

- 3.20.12 Employees are entitled to a total of 10 days of unpaid Personal Emergency Leave per calendar year for any of the reasons listed in the Employment Standards Act.
- 3.20.13 Employees may be required, at the employer's sole discretion, to provide appropriate documentation or other evidence to show entitlement to any emergency leave. An emergency leave which lasts any part of a day will be counted as one full day's emergency leave.

### **General Provisions**

- 3.20.14 An Attending Physician Assessment form completed by the treating physician or treating nurse practitioner is required for all absences due to illness or injury of five (5) or more consecutive days. Thereafter, the Human Resource department will request medical certification as deemed necessary.
- 3.20.15 The County of Huron reserves the right to require appropriate and satisfactory proof of illness before any Short Term Disability benefits are granted. If the required medical information is not provided within the time specified, Short Term Disability benefits may be withheld until appropriate medical information is obtained. For an absence of less than five (5) days, the County of Huron reserves the right to request medical information.
- 3.20.16 It is the employee's responsibility to provide appropriate and satisfactory medical documentation. An Attending Physician Assessment form or a similar form which provides the employer with an assessment of the employee's capabilities and limitations (relevant to the injury/illness), as well as a prognosis is considered satisfactory and acceptable. Retroactive notes will not be accepted except in exceptional circumstances, as deemed by the employer. Failure to provide satisfactory and acceptable medical may result in denial or loss of entitlement for benefits.
- 3.20.17 To be eligible and remain eligible for Short Term Disability benefits the employee must be under the continuing appropriate care of a physician and not engaged in any occupation or employment for wages, for the County of Huron or others, except for the purpose of rehabilitative employment as approved in writing by the County of Huron.
- 3.20.18 Illnesses forecasted to last over 30 days are expected to be under the treatment of a medical professional specializing in the related discipline.
- 3.20.19 The County of Huron reserves the right to require Independent Medical Examinations and/or Functional Abilities Evaluations to clarify an employee's diagnosis, treatment or residual capacities.

- 3.20.20 Medical Certification will be required for absences of your scheduled shift immediately prior to or following a paid holiday.
- 3.20.21 If an employee who has been on Short Term Disability benefits returns to *active regular work*, and subsequently returns to a Short Term Disability absence, the absence will be deemed a recurrence and the employee will continue to be paid under the Short Term Disability plan for the remainder of the 16 week period if:
- The employee has previously received Short Term Disability benefits;
  - The subsequent period of Short Term Disability is due or related to the previous illness or injury;
  - The subsequent period of Short Term Disability is not separated from the preceding period by more than 2 weeks or less of *continuous regular work*.
- An approved return to work program, light duties or work performed with any restrictions (either duties or hours) is not considered a continuous regular work for the purpose of this clause.
- The employee must be at work, performing '*continuous active regular work*' for more than 2 weeks for the injury/illness (absence) not to be considered a recurrence.
- 3.20.22 An employee returning to work on a modified work schedule will receive regular wages for hours worked and Short Term Disability benefits for the remaining hours in the schedule of daily hours.
- 3.20.23 The employee can be returned to his/her position provided it meets the medical needs and limitations of the employee's functional abilities. The County of Huron has a duty to accommodate the functional abilities within reason and without undue hardship. An employee who refuses to return to work and does not have satisfactory medical evidence to be absent will have his/her benefits terminated and the County of Huron reserves the right to review the employee's employment.
- 3.20.24 When determining the employee's ability to return to work, either full time or on modified duties (including modified hours), the Human Resource department will utilize the recommendations made by the treating medical practitioner via the Attending Physicians Assessment form. Ultimately it is the responsibility and sole purview of the employer to determine the suitability and availability of modified duties, in consultation and/or in consideration of the relevant medical on hand.
- 3.20.25 If after being paid under the Short Term Disability plan the employee receives payment from any other source of compensation for the lost time, including any compensation from the Workplace Safety & Insurance Board (WSIB) the employee must notify the County of Huron immediately. Based on eligibility, the amount received in excess of his/her regular Short- Term Disability provision may have to be reimbursed to the County of Huron.
- 3.20.26 An employee must not collect benefit from both the WSIB or from a benefit defined/governed in this policy. Should an employee injure themselves at work, or suspect they were injured at work, they must immediately report the injury and details to their supervisor and the Human Resources department (as per Human Resource

policy 5.4, *Accident Reporting Procedure/WSIB Reporting Procedure*). Failure to report a work related injury or purposely collecting benefits under this policy for a injury sustained at work may result in loss of entitlement under either/both plans and discipline, up to and including termination.

- 3.20.27 Where in an employee's scheduled vacation is interrupted due to illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, with appropriate medical documentation. In a case where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, with appropriate medical documentation. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits, but rather against their sick time. This article applies to 'eligible' employees only (as defined in this policy).
- 3.20.28 In a case where an employee may be entitled to sick benefits from an alternative provider (first payer), the employee is obligated to notify the employer and pursue entitlement to said benefits to the best of their ability (for example, seeking loss of income insurance from an automobile insurance policy should the employee be in an accident). The County of Huron will pay the difference (if any) between the benefit the employee would be entitled to, as per the terms of this policy, and that which is received from the alternative provider. In such case, the employee may collect from the employer under the condition that all monies received by the employee from the alternative benefit provider is reimbursed to the County of Huron up to the amount that they are entitled by this policy.
- 3.20.29 Paid vacation entitlement is waived during the disability period but service continues to accrue.
- 3.20.30 We encourage all employees to minimize carried-over vacation days, upon returning from short or long term disability leaves, so they may avoid being directed to use vacation at the end of the vacation year.

### **Exclusions and Limitations**

- 3.20.31 No benefit is payable for the following:
- Self-inflicted injuries;
  - Committing or attempting to commit an assault or criminal offence or while serving a prison sentence;
  - Surgery of a cosmetic nature (not covered under the provincial health plan). Neither the date of surgery nor the recovery period is covered under this plan;
  - Failure to provide satisfactory proof of disability (appropriate and satisfactory medical) to the County of Huron;
  - Failure to comply with proposed treatment;
  - Any period of disability that commenced while any employee was not insured under this plan;
  - Work related accident or sickness;

- Any injury or illness where the WSIB should rightfully take precedent in adjudication of entitlement;
- Any period of disability during a 'specified period' of maternity leave absence. A specified period meaning either by mutual agreement between the employee and employer or any period that the employee is eligible, or would have been eligible upon proper application, to collect Employment Insurance benefits.
- Any period of disability that commenced while the employee was on leave of absence. When a disability begins while an employee is on a leave of absence, Short Term Disability benefits will not commence until the completion of the employee's scheduled leave. An employee may not shorten a previously scheduled leave in order to qualify for Short Term Disability benefits at an earlier date. In such cases the provisions of the Short Term Disability Plan are applied as if the employee became disabled on the day scheduled to return to work.
- Injuries acquired through acts of war (whether war has been declared or not), participation in a riot or disorderly conduct;
- While not receiving continuous treatment for the use of drugs or alcohol when the illness results from the employee's use of these substances;

3.20.32 Disability Benefits will cease when the employee:

- Returns to full time work;
- Fails to participate in modified duties offered by the employer;
- Fails to provide the required appropriate medical documentation (satisfactory and appropriate medical);
- Fails to follow an appropriate medical treatment and rehabilitation program as specified by the treating practitioner;
- Accepts an offer of employment with any other employer or becomes self-employed;
- Is terminated or retires.

**Point of Contact/Call-In Procedure:**

- 3.20.33 When an employee is unable to report for work because of injury or illness, he/she shall notify his/her immediate supervisor or designate (refer to as 'designated person' going forward) as soon as possible to allow for shift replacements as required.  
*Note: The head of each department may designate a manager, supervisor or an administrative person who is directly responsible for tracking absenteeism/finding shift replacement.*
- 3.20.34 Notification of illness must be made to the designated person (no other person) via phone. E-mail notification is not acceptable.
- 3.20.35 Upon receiving a call from an employee who would be absent from work, the designated person will fill out a 'County of Huron Absence from work Report' (See Appendix B). Should an employee call and not be able to reach the designated person, they will leave a message, leaving the necessary information or should expect to be called back so the form may be completed.
- 3.20.36 Should the employee inform the designated person that they will be absent due to a workplace injury or illness, the designated person will instruct the employee to fill out

an 'Accident/Incident Reporting form,' and inform the employee that the Human Resource department will contact them ASAP. The designated person will contact the Human resource department immediately so they may begin the process.

- 3.20.37 Should the employee indicate that they expect or estimate their absence to be five (5) days or longer, the designated person must notify the Human Resource department immediately who will coordinate with the employee to acquire the appropriate medical.
- 3.20.38 All absences of five (5) days or more, as well as the process governing the Short Term disability plan will be handled by the Human Resource department for the County of Huron.
- 3.20.39 **All employees** of the County of Huron, eligible under the plan or not, will be subject to this process as well as the tracking of their absenteeism keeping with the County of Huron's Attendance Management program.

**Responsibility:**

3.20.40 **The Department Head has the responsibility to:**

- Ensure this policy, the terms, procedures and responsibilities therein, is followed without exception;
- Ensure the supervisor or designate fulfills their responsibilities in accordance with this policy;
- Diligently track and report absenteeism accurately to the Human Resource department, keeping with the set procedures;
- Work in coordination with the Human Resources department to enforce the County of Huron's 'Attendance Management program,' including counseling, assistance or discipline where necessary;
- Participate in the development of the return-to-work plan, and offer modified work and/or schedule accordingly when a modified plan has been deemed needed or required;
- Ensure proper forms are submitted to the Human Resource department in the time lines required. These forms include 'pay change notices' and **all** medical documentation.

3.20.41 **The Supervisor and/or Designate has the responsibility to:**

- Collect all necessary information from the injured/ill employee as required on the 'Absence from Work Report.' Will find out the length of the absence, upon receiving the notice from the employee, and educate the employee concerning the process (what form must be filled out, what medical is needed in what period of time) where necessary;
- Ensure that the 'Point of Contact/Call-in Procedure,' as outlined in this policy is followed and that the Human Resource department is contacted 'immediately' where required;
- Determine if 'appropriate and satisfactory' medical has been received, educate the ill/injured employee and request/secure appropriate medical, forms and/or information.

### 3.20.42 **The Human Resource department has the responsibility to:**

- Work with the departments to ensure that employees are aware of the County of Huron's 'Sick and Short Term Disability' policy;
- Ensure that all persons named in this policy adhere to the terms, procedures and conditions of this policy;
- Ensure that absenteeism in the County of Huron is reported and tracked accurately, both to the Human Resource department and in turn to Administration and County Council;
- Work with the departments to ensure that a proactive management process, which includes adherence to the County of Huron's Attendance Management program, exists to monitor and improve on absence due to illness or injury;
- Maintain regular communication with the department heads, and their designated staff, during the course of a disability and/or modified work plan, while respecting the employee's confidentiality of personal information;

#### **Claim Specific:**

- Adjudicate claims based on the information received on the Attending Physician Assessment or alternative 'appropriate and satisfactory;' medical;
- Subject to proper medical evidence, the Human Resource department will issue a decision regarding the payment of Short Term Disability benefits;
- Communicate with attending physician when necessary;
- Communicate with the employee if the absence is forecasted to be five (5) days or more or if clarification is needed to adjudicate the claim;
- Discuss with the Department Head or Designate any possibility of return to work with modified work and/or schedule;
- Provide early assistance and orientation for care and treatment that is appropriate for the employee's condition;
- Establish guidelines for a timely return to full duties;
- Assist the employee with the process/application for Long Term Disability (LTD) if the absence is projected to last beyond the required waiting period and provide to the LTD carrier the complete documentation including the collected medical data during the short term intervention.

### 3.20.43 **The Employee has the responsibility to:**

- Attend work for all scheduled shifts when not either ill or injured;
- Communicate, via phone, as early as possible to his/her supervisor or designate on his/her absence on the first day of illness/injury with an explanation about the expected duration of the absence. If the employee is too ill to phone, he/she is expected to have someone make the call on his/her behalf;
- Provide the information required on the 'Absence from Work Report;'
- Provide appropriate and satisfactory medical (as defined in this policy) once the employee expects to be off for five (5) or more days, is off for five consecutive days or the employer so instructs the employee to provide said medical;
- Communicate on a regular basis with his/her manager and the Human Resource department once on the STD plan and provide requested documents in a timely manner, thus enabling the County of Huron to monitor and manage the absence;



- Comply with the possibility of having to be examined by a specialist of the County of Huron's choice in the case where more information is required;
- Participate in a return to modified work and/or schedule, and be open to discuss with the Department Head and the Human Resource department, the type and availability of suitable accommodation for his/her medical condition.
- Report any injury occurring on the job to his/her Department Head or Supervisor immediately, who in turn will contact the Human Resource department, and if required, seek medical attention as soon as possible.

3.20.44 Claiming sick benefits under false or misleading circumstances and/or failure to adhere to the provisions, processes or responsibilities as named in this policy may result in loss of entitlement of sick day pay, short term or long term disability benefits and may also result in discipline up to and including termination.

### **SECTION B - LONG TERM SALARY CONTINUANCE PLAN**

1. The Long Term Salary Continuance Plan is provided subject to the prevailing contract conditions and limitations of the insurance policies in effect at the time of disability.
2. The County will assume the full cost of the premiums of the Long Term Salary Continuance Plan.
3. This Plan (Section B) will provide an income of sixty-six and two-thirds percent (66-2/3%) of the then current salary or wages for the job classification and increment level in which the employee was at the time of commencement of illness or accident; integrated with the Canada Pension Plan disability benefits (seventy percent (70%) for those employees with over twenty (20) years' service). All benefits are subject to a maximum of \$8,000 per month.
4. Benefits begin on the eighteenth (18<sup>th</sup>) week after disability commences, and are payable subject to terms and conditions of the insurance contract.
5. There will be no vacation credits, vacation pay or statutory holiday pay during the Long-Term disability portion of this plan.
6. Where provided under the terms of the insurance contract, all employee benefits remain in force.
7. An employee must not engage in any other occupation or employment for wage or profit without the specific permission of the employer and the insuring carrier.
8. An employee must be under the regular care and attention of a legally qualified physician or surgeon and the employer and the insuring carrier have the right to require any additional medical evidence; and have the right to request a medical examination by their designated physician or surgeon.

**APPENDIX "B"**

**LIST OF PROFESSIONAL RESPONSIBILITY  
ASSESSMENT COMMITTEE CHAIRPERSONS**

Ruth Schofield  
795 Centre Rd. RR#2  
HAMILTON, ON L8N 2Z7

## LETTER OF UNDERSTANDING

Between:

### CORPORATION OF THE COUNTY OF HURON HEALTH UNIT

And:

### ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

To recognize that some employees desire a more flexible working arrangement than is currently provided for in the Collective Agreement between the Corporation of the County of Huron Health Unit and the Ontario Nurses' Association and to recognize the Employer's desire to accommodate the same, the parties agree to continue job sharing.

This Agreement will continue from year to year in accordance with the signed Agreement and terms and provisions of the Collective Agreement unless terminated by either party.

There will be no more than three (3) job sharing arrangements at any one time.

Where management decides to fill a vacant full-time position on a job sharing basis, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full-time employee wishing to share her position, may make a request in writing to her Director to do so without having her half of the position posted. However, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.

If one of the job sharers leaves the arrangement, when the position is filled, the remaining employee may elect to assume the position on a full time basis. If the remaining employee does not elect to do so, the vacant portion of the job shared position will be posted in accordance with the Collective Agreement.

The Employer may terminate job sharing with sixty (60) days written notice to the employees involved and the Union. Upon receipt of such notice a meeting shall be held between the parties to discuss the termination. Both parties will make every effort to resolve any problem(s) before terminating job sharing. Such discontinuation shall not be unreasonable or arbitrary. The employees involved in job sharing will be entitled to all provisions of the Collective Agreement as provided for a Regular Full-time employee except as detailed below.

### **ARTICLE 2 - RECOGNITION AND SECURITY**

Clause 2.05 - Each employee will pay Union dues equal to those levied to Part-time employees.

**ARTICLE 6 - DISCHARGE CASES**

Clause 6.07 - Each employee will be treated individually for matters such as discipline. If one employee is discharged or leaves the employ of the Employer for any reason the employee remaining may work full time for a maximum of thirty (30) days or until a new partner is recruited. After thirty (30) days the employee must decide either to return to her former position or continue as a regular full-time employee.

**ARTICLE 8 - SENIORITY AND JOB POSTING**

Clause 8.01 - Each employee involved in job sharing will accumulate seniority on the same basis of 1,820 paid hours equals one (1) year of full-time service.

**ARTICLE 10 - SICK LEAVE AND LONG TERM SALARY AND EMPLOYEE BENEFITS**

The Employer will pay to the employees involved in job sharing two dollars and thirty cents (\$2.30) per hour in lieu of all benefits provided for full-time employees in Article 10.01, 10.02, 10.03 save and except those benefits covered by the Employment Standards Act and those full time employees presently in OMERS will continue to participate in OMERS. No employee will have pay deducted for the first five (5) days of any illness.

**ARTICLE 11 - VACATIONS**

Clause 11.01 - Each employee will receive vacation with pay based on one-half (1/2) their entitlement as a full-time employee.

**ARTICLE 12 - PAID HOLIDAYS**

Clause 12.01 - Each employee will receive one-half (1/2) the Paid Holiday entitlement of a regular full time employee but in any event they will be covered by the Employment Standards Act.

**ARTICLE -14 - TRANSPORTATION ALLOWANCE**

Clause 14.01 – Each employee shall have the option of entitlement as per 14.01, in pro-rated amounts.

**ARTICLE 15 - HOURS OF WORK AND OVERTIME**

Clause 15.01 - Each employee involved in the job sharing project will work one-half (1/2) the hours of a regular full-time employee. The manner and/or method of sharing and/or distributing the hours involved will be decided upon by the employees themselves in consultation with the Employer.

**ARTICLE 16 - WAGE RATES AND JOB CLASSIFICATIONS**

Clause 16.01 - Each employee will be paid one-half (1/2) the annual salary rate at which level she is presently being paid. Each employee in the programme will be advanced from her present level to the next level set out in the Salary Schedule after obtaining one (1) year's service credit of 1,820 paid hours.

**EVALUATION**

Any problem which may arise with job sharing will be discussed at the Union Management Committee.

Dated at Goderich, Ontario, this 5th day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

Jane Anderson

Shannon Hunt  
Labour Relations Officer

Susan Cronin

Donna Parson

Lara Vanstone

Michelle Carter

Meighan Wark

Rhonda Howatt

Jim Ginn

**LETTER OF UNDERSTANDING**

Between:

**CORPORATION OF THE COUNTY OF HURON  
HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: On Call/Standby protocol for Public Health Nurses

The aim of On Call/Standby for the Infectious Disease Team is to provide public health counselling to individuals and families. On Call staff include all Public Health Nurses assigned to the ID Team.

Any Public Health Nurse from another team who is currently participating in the On Call/Standby programme will be grandparented to the programme for the duration of this Collective Agreement. Other Public Health Nurses may be asked to participate from time to time. Such participation would be on a voluntary basis, except for cases of emergency.

1. The Employer will provide the nurse on call/standby with a Blackberry. Any long distance charges incurred by the Public Health Nurse will be reimbursed upon providing receipts to her/his Manager.
2. On Call staff includes Public Health Nurses on designated teams.
3. A member of the Health Unit Management Team will be available for support and consultation.
4. The Employer, in consultation with the Infectious Disease Teams will assign the On Call Public Health Nurse (PHN) to on call/standby for weekends and statutory Holidays as listed in Article 12 of the Collective Agreement.

On Call/Standby will be assigned equitably among those available from the On Call Public Health Nurses.

On Call/Standby coverage for statutory holidays will be assigned equitably among those available from the On Call Public Health Nurses.

5. On Call Public Health Nurses shall be required to be on on-call /standby:

Friday:  
1630 to Saturday 0830

Saturday, Sunday  
Two (2) - twenty-four (24) hour period starting at 0830 Saturday and ending at 0830 Monday.

Statutory Holidays

Starting at 0830 of the holiday or designated holiday and ending at 0830 of the following day.

Christmas Eve and New Year's Eve

Starting at 12 noon and ending at 0830 the following day.

6. The On Call Public Health Nurse who is required to remain available for on call/standby for Friday, Saturday and Sunday shall receive on call/standby pay on the following basis:

Friday on-call/standby - 2 hours straight time

Saturday and Sunday on-call/standby - 3 hours straight time will be paid for each twenty-four (24) hour period

The On Call Public Health Nurse who is required to remain on call/standby for the statutory holidays listed in Article 12 shall receive on call/standby pay on the following basis:

4 hours pay at straight time

The On Call Public Health Nurse who is required to remain on call/standby for the days that Christmas and Boxing Day may be observed shall receive on call/standby pay on the following basis:

4 hours pay at straight time

The On Call Public Health Nurse who is required to remain available for Christmas Eve and New Year's Eve shall receive on call/standby pay on the following basis:

4 hours pay at straight time

7. If On Call Public Health Nurses are required by the nature of the emergency to physically report to the Health Unit or an emergency site, they shall be entitled to claim overtime in accordance with Article 15 the Collective Agreement. Actual travel time and mileage driven in reporting for work will also be reimbursed, but the maximum claim may not exceed the time and distance from the employee's residence.
8. The On Call Public Health Nurses shall have the option of being paid, or banking the equivalent for compensating time off for on-call/standby hours, depending on the operational needs and with management approval, for all time associated with on call/standby duties. On-call/standby hours would be banked in conjunction with hours accumulated under Article 15.07.
9. The On Call Public Health Nurses will be paid at the applicable premium rate.
10. Telephone inquiries and pages in excess of one (1) hour in a twenty-four (24) hour period for statutory holidays, or an accumulation of three (3) hours total on a regular weekend, will be paid at time and one-half (1 ½).
11. The On Call Public Health Nurses scheduled on call/standby must respond to inquiries by telephone within thirty (30) minutes of receiving the page. If they are required to physically report for work to the Health Unit or an emergency site, they must be able to reach the

Huron County Health Unit office at Clinton within ninety (90) minutes at all times, taking into consideration such factors as road and weather conditions.

- 12. Each On Call Public Health Nurse is responsible for completing the documentation designated by the Health Unit following the completion of periods of on call/standby.
- 13. The parties agree that any issues coming out of this Letter of Understanding will be discussed at the Union-Management meeting called by either party.

Dated at Goderich, Ontario, this 5th day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

Jane Anderson

Shannon Hunt  
Labour Relations Officer

Susan Cronin

Donna Parson

Lara Vanstone

Michelle Carter

Meighan Wark

Rhonda Howatt

Jim Ginn



**LETTER OF UNDERSTANDING**

Between:

**CORPORATION OF THE COUNTY OF HURON  
HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Individual Special Circumstances Arrangement

Where an ONA full time member requests that his/her schedule be adjusted to enable an average weekly work assignment of 21-28 hours the parties will meet to discuss the possible implementation of such schedule.

It is understood the parties agree that any such request will be subject to terms and conditions agreed to by the parties.

Any agreement will be without precedent and will be based on the individual and not the position.

Any such adjustment will be reviewed on a yearly basis and on request by either party.

Dated at Goderich, Ontario, this 5th day of June, 2019.

FOR THE EMPLOYER

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**LETTER OF UNDERSTANDING**

Between:

**CORPORATION OF THE COUNTY OF HURON  
HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Co-Worker Bereavement

In the event of a coworker death within a team, management and ONA executive will meet and create a plan for employees to attend visitation or funeral and discuss any required changes to programs and services during the difficult time.

Dated at Goderich, Ontario, this 5th day of June, 2019.

FOR THE EMPLOYER

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**LETTER OF UNDERSTANDING**

Between:

**CORPORATION OF THE COUNTY OF HURON  
HEALTH UNIT**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Wage Reopener

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

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

Dated at Goderich, Ontario, this 5th day of June, 2019.

FOR THE EMPLOYER

FOR THE UNION

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