

COLLECTIVE AGREEMENT

Between:

**COUNTY OF LAMBTON
LAMBTON PUBLIC HEALTH**
(Hereinafter referred to as the "Employer")

And:

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

EXPIRY: March 31, 2020

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ARTICLE 1 – PURPOSE AND RECOGNITION

- 1.1 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work, and other conditions of employment are established by this Agreement. It is recognized that Nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.2 The Employer recognizes the Association as the exclusive bargaining agent for all the Registered Nurses and Temporary Class Nurses employed by the Employer save and except Assistant Supervisors and those above the rank of Assistant Supervisor.

All references to Officers, Representatives and Committee Members in this Agreement shall be deemed to mean Officers, Representatives and Committee Members of the duly chartered Local 19, Ontario Nurses' Association.

ARTICLE 2 – REPRESENTATION AND ASSOCIATION SECURITY

2.1 Management-Association Committee

- (a) The Employer agrees to recognize a Management-Association Committee consisting of three (3) Representatives of the Employer and three (3) Representatives of the Association, one of whom shall be the Bargaining Unit President. A Representative of the Ontario Nurses' Association may attend these meetings, if requested by either party. The Management-Association Committee will receive prior notice if the Labour Relations Officer or other Employer representatives (i.e. Human Resources, Managers, etc.) is attending the meetings.
- (b) The Committee shall meet if requested by either party. The duties of Chairperson and Secretary shall alternate between the parties. Agenda items to be discussed shall be exchanged in writing at least five (5) working days prior to the meeting. The Secretary shall take Minutes and distribute them electronically to Committee Members. Once approved by the Committee, the Union may elect to ~~and~~ post them on the approved Bulletin Boards.
- (c) The Committee shall meet for the purposes of discussing issues relating to the work place not covered by the Collective Agreement that affect the parties or Employees covered by the Collective Agreement.
- (d) The Association recognizes that Members of the Management-Association Committee have their regular duties to perform in connection with their employment, and that only such reasonable time as is necessary shall be spent during working hours to attend such Committee meetings. Members of the Committee shall not suffer loss of regular straight time pay for attendance at such meetings

- (e) One of the functions of this Management-Association Committee will be the examination of matters relating to Public Health Nursing, it being recognized that the final decision on policy matters remains with the Employer through its General Manager as advised by the Medical Officer of Health.

2.2 The Employer will recognize a Negotiating Committee of three (3) Association Representatives.

2.3 The Employer will pay the Association Representatives at their respective salaries for all regular time lost in processing grievances, negotiating renewal of this Agreement and while attending meetings with the Employer. The Association understands and agrees that each Representative is employed to perform full-time work for the Employer and will not leave her work without permission of her Supervisor. Meetings outside of regular working hours will be held by mutual consent as to time and place.

2.4 The Employer and the Association agree that there shall be no discrimination on account of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, age, marital status, family status or disability or residence, practised against any Nurse.

The Corporation and the Association agree that neither of them nor their respective Representatives will contravene the applicable provisions of the Ontario Human Rights Code and/or *Employment Standards Act*.

2.5 The Employer shall deduct from the pay due to each Nurse who is covered by this Agreement, in the first pay period of each month, a sum equal to regular monthly Association dues for each Nurse. In the case of new Employees, such deductions shall commence on the first regular deduction date in which an Employee receives a full pay. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer shall send to the Association once each month its cheque for the dues deducted under this clause and a list of names and social insurance numbers of all Employees from whom the deductions have been made. The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

Where a nurse has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the nurse has earnings in the next payroll period.

2.6 Association Interview

During the orientation period, an Officer of the Association or Nurse Representative shall be allowed fifteen (15) minutes within regular working hours to interview such Nurses and to discuss the benefits and duties of Association membership and responsibilities to the Association.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Association recognizes that the management and the direction of the work force are fixed exclusively with the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its Employees, discipline or discharge Employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided;
 - (b) select, hire, transfer, assign, retire, direct, promote, demote, classify, layoff or recall Employees, and select Employees for positions excluded from the bargaining unit;
 - (c) determine, in the interest of the efficient operation and highest standard of service, the number of personnel required at any time, the direction of the working force, the hours of work, work assignments, working schedules, methods of doing work, the working establishment for any service, the location of work, the services to be performed and the methods, procedures and equipment to be used, job content, quality and quantity standards, the qualifications of an Employee to perform any particular job and use of improved methods and equipment.
- 3.2 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement. It is understood by the Association that the provisions of this Agreement constitute the only limitations upon the Employer's rights.
- 3.3 No Employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 3.4 The Employer agrees not to contract out work regularly performed by members of the Bargaining Unit, where such contracting out directly results in the layoff of a Bargaining Unit member. In the event that an Employee leaves the employ of the Employer and the Employer decides to fill the vacant position, and the Employer is not able to hire a replacement Nurse, then that work may be contracted out until a suitable Nurse can be hired. The Employer will not unduly delay the search for a satisfactory replacement

ARTICLE 4 – DEFINITIONS AND HOURS OF WORK

- 4.1
- (a) Full-time Employees are Nurses regularly scheduled for seventy (70) hours over a two (2) week pay period, or seven (7) hours per day (Monday through Friday), exclusive of lunch periods.
 - (b) Part-time Employees are Nurses working less than full-time Nurses and who are regularly scheduled on the posted schedule. It is understood that part-time Nurses shall be offered the opportunity to work available additional hours up to full-time equivalent hours where such part time nurses have

current knowledge of the program area prior to offering the hours to Casual Nurses without the Employer incurring any premium cost.

- (c) Temporary employees are Nurses hired for a period not to exceed twelve (12) consecutive months, and shall be advised in writing at the time of hiring of the temporary status and of the period of employment. Notwithstanding any other term or provision of this Agreement, her employment shall automatically terminate at the end of the specified period.

Those employees who are the successful candidates for temporary vacancies need not be considered for a further temporary vacancy for a period of up to six (6) months from the start of their current temporary appointment, unless otherwise mutually agreed. In the event a permanent vacancy comes available, the Employer shall consider those employees in temporary vacancies for the permanent vacancies.

If during the temporary period of employment, the employee obtains a position as a regular full time or part time nurse her seniority will be recognized from date of last hire.

If, however, the Nurse is awarded a new temporary position commencing within five (5) working days, or some other longer period as mutually agreed, following her last day of work in her previous temporary position her seniority will be maintained from her date of last hire into the previous position or in the case of multiple temporary positions the first temporary position.

If however, the employee applies for a position as a regular full time or part time nurse within a four (4) month period following her last day of work in her temporary position her seniority will be maintained but not accrued for this four (4) month period for the purpose of job posting only.

- (i) Vacation pay will be as per Article 8.3.
- (ii) After 3 months of employment the nurse will receive 10% of their hourly rate in lieu of sick leave entitlement, paid holidays and any other health and welfare benefits, not including vacation.
- (iii) Temporary employment may be extended on a temporary basis for a specified period by mutual agreement of the parties to this Agreement.
- (iv) Notwithstanding Article 4.1 (c)(ii) above, RN Nurses hired under this Article to perform immunization clinic work will be paid per diem rates as per the Collective Agreement at RN Grid 5.
- (v) Notwithstanding Article 4.1 (c)(ii) above, PHN Nurses and RN Nurses not covered by Article 4.1 (c)(iv) above, hired under this Article to perform occasional or intermittent work, including to replace a full time or part time Nurse, will be placed on the appropriate salary grid in accordance with Article 5.4.

- (d) Casual Employees are Nurses who are not regularly scheduled and are called in to replace full-time or part-time Employees who are absent due to medical reasons, on vacation, or on approved leaves, and who are required for time limited projects. Casual Employees will not be offered work until Article 4.1(b) has been complied with.
- (e) Occasional or Intermittent Work – The parties agree that Temporary, Casual and Regular part-time Nurses may apply for posted Occasional or Intermittent work, which is often for a very short duration, or is intermittent in nature (for example, immunization clinics).

Where a Casual Nurse is the successful candidate for such work, she/he shall be paid at the Casual Nurse rate, which shall be all-inclusive; the “Casual” Nurse will not have any entitlements other than Schedule A and Article 5.1(a) iii) and iv).

Where a Regular part-time Nurse is the successful candidate for Occasional or Intermittent Work, the Nurse shall be paid at their current rate of pay. The Regular part-time Nurse will receive credit for seniority and qualifies for benefits for the hours worked in such occasional or intermittent assignments.

- (f) Overtime rates shall apply for work in excess of thirty-five (35) hours as follows:
- i) On a regular work day of Monday to Friday, time and one half (1½);
 - ii) On a Saturday, Sunday not mutually scheduled as per Article 4.1(g) and a Paid Holiday, double time.

Instead of a cash payment for overtime, a full-time Employee may choose to receive time off at the rate of one (1) hour for each hour worked, to a maximum of five (5) days at any given time in a calendar year.

- (g) Regular hours of work shall be from 0830 hours to 1800 hours. Any change to the regular hours outlined above shall be mutually agreed between the Employee and his/her immediate Supervisor to ensure that programs and services are adequately delivered. The Employer reserves the right to reschedule an Employee’s hours should it be an emergency situation.
- (h) Meal Allowance

When a Nurse covered by this Agreement is required to work two (2) or more hours continuously beyond her seven (7) hour workday she shall be entitled to a meal, or a meal allowance of \$12.00 on each such occasion.

- 4.2 Full time employees may accumulate up to a maximum of thirty-five (35) hours per calendar year by working additional time. It is understood that should an Employee wish to accumulate flex time, he/she shall develop a schedule acceptable to his/her Supervisor in order to work the additional time. Accumulated time off may be taken once it has been earned, subject to reasonable approval of the immediate supervisor in advance of the flex hours requested and ensuring no disruption to the operation of the department. Time off will be taken in one hour increments.

4.3 Call In

A Nurse who is called in by his/her Manager/Supervisor for an emergent situation and who is required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at their applicable rate of pay .

Travel time required to and from job functions will be included in the calculation of hours worked.

ARTICLE 5 – SENIORITY

- 5.1 (a) Seniority for full-time Nurses shall commence and accumulate from the date of employment. Seniority for regular part-time Nurses shall accumulate on the basis of the number of paid days in each calendar year.
- i) In the event a full-time Employee transfers to part-time status, her seniority will be maintained and accumulated on the basis of one (1) year of full-time service equalling eighteen hundred and twenty (1,820) paid hours in service with the Employer.
 - ii) In the event a full-time or part-time Employee transfers to casual status, her seniority shall be maintained on the basis of one (1) year of full-time service equalling eighteen hundred and twenty (1,820) paid hours in service with the Employer for purposes as defined at Article 5.1(a)(iv) below.
 - iii) In the event a part-time or casual Employee obtains a full-time position, her seniority will be credited on the basis of eighteen hundred and twenty (1,820) paid hours in service with the Employer equalling one (1) year of full-time service.
 - iv) Seniority shall accumulate for casual Employees on the basis of hours worked. It is understood that seniority for casual Employees shall only be recognized for purposes of job postings. The casual Employee seniority ranking shall appear on the seniority list with a notation indicating “for purposes of job posting only”.
- (b) A seniority list showing each Nurse's name and professional category shall be posted in February on one bulletin board in each office and shall be revised yearly. For part-time Nurses only, seniority on such lists will be expressed in terms of total hours worked.

Complaints concerning the accuracy of such list will be considered within twenty (20) worked days of such posting and if no complaint is received within that time such list will be presumed to be accurate. If a complaint is received it will be responded to within twenty (20) worked days from the date the complaint was received. A copy of such list will be sent to the Bargaining Unit President at the time of posting.

- (c) Seniority dates on the above list will determine the effective date of salary increments. Regular part-time Nurses will be entitled to one (1) increment within the salary schedule for each eighteen hundred and twenty (1,820) paid hours in the service of the Employer, being the equivalent of one (1) year of service.
- (d) A newly employed full-time Nurse shall be considered a probationary Nurse until she has completed four hundred and twenty (420) hours. A newly hired part-time nurse shall be considered a probationary nurse until she has completed four hundred and twenty (420) hours. After which the full-time and/or the part-time nurse shall be placed on the seniority list with full seniority commencing from her date of hire subject to article 5.

5.2 Notice of Vacancy

- (a) Prior to filling any vacancy or position covered by this Agreement, the Employer shall post notice of the vacancy or new position electronically on the Employer's applicant tracking system and intranet for a minimum of five (5) working days. Interested Employees will be notified of job postings via email from the applicant tracking system, upon request, and shall make written application within the aforementioned posting period.
- (b) In cases where performance, ability, experience and qualifications are approximately equal, seniority shall be the determining factor when decisions are made with respect to promotions, demotions and job postings.

5.3 In the event of a regular office reassignment being required by the Employer, the Employer undertakes to post the requirement electronically on the Employer's applicant tracking system and intranet for the information of all staff. Employees who are interested in the reassignment should make their requests for consideration in writing via the applicant tracking system. The most senior of those making requests shall be offered the reassignment.

5.4 Previous public health nursing experience within the past five (5) years in a Public Health Agency will be recognized for starting salaries based on one (1) increment for each year of service to a maximum of four (4) increments. Effective on ratification, previous public health nursing experience will be recognized to a maximum of five (5) increments.

Nurses with experience prior to five (5) years or other experience related to public health nursing in other than an official public health agency, will receive consideration in starting salary for this experience on a basis to be determined individually by the General Manager or Designate, based on the type of experience involved.

- 5.5 (a) Seniority shall be retained and accumulated when a Nurse is absent from work under the following circumstances:
- approved leave of absence with pay;
 - approved leave of absence without pay of less than one (1) month;
 - when in receipt of Workers' Compensation;
 - when in receipt of illness allowance;
 - when on a pregnancy/parental/adoption leave for twelve (12) months.

- (b) Seniority shall be retained but not accumulated when a Nurse is absent from work under the following circumstances:
- approved leave of absence of one (1) month or over without pay;
 - for a period of eighteen (18) months due to illness after illness allowance has been used;
 - when a Nurse has been laid off due to reduction in nursing staff, seniority shall be retained for the period of twenty-four (24) months.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

- (c) Seniority shall be lost and a Nurse shall be deprived of any further rights under this Agreement under any of the following circumstances:
- resignation;
 - discharge for cause and not reinstated;
 - laid off for a period of twenty-four (24) consecutive months;
 - if absent from work for two (2) days without notice, the Employee shall be considered to have resigned, except in extenuating circumstances.
 - A casual nurse who is not on an approved leave of absence who has not worked for a period of twenty-four (24) consistent months.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

5.6 Layoff

- (a) In the event there is a reduction in the workload in a program resulting in a layoff of Nurses, Nurses with the least seniority in the affected program will be laid off first provided that the remaining Nurses are qualified to perform the available work. The laid off Nurse shall in turn have an opportunity to accept the lay-off or displace a Nurse of lesser seniority ranking within the bargaining unit providing she/he is qualified to perform the essential duties of the position requiring only basic orientation.
- (b) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
- i) provide the Union with no less than sixty (60) days' notice of such layoff; and
 - ii) meet with the Union through the Association-Management Committee to review the following:
 - A) the reasons causing the layoff;
 - B) the service which the Employer will undertake after the layoff;
 - C) the method of implementation, including the areas of cutback and the Nurses to be laid off.

- (c) Subsequent to the meeting in (b) above, the Employer shall give at least thirty (30) days written notice of layoff or pay in lieu thereof or pursuant to the Employment Standards Act, whichever is greater to the affected Nurses.

5.7 Amalgamations and Mergers

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, where possible, to include the Union in all discussions pertaining to the retention of seniority and benefits of the Union's members.

5.8 Recall

- (a) Nurses shall be recalled in reverse order of layoff, provided the Nurses are qualified to perform the available work.
- (b) When recalling a Nurse after layoff, she shall be notified by mail and allowed fourteen (14) working days to report for work and, in the meantime, if a Nurse is recalled and is not immediately available for work, other Nurses in seniority standing shall be recalled but shall be temporarily employed until the senior Nurse reports within the fourteen (14) working day period as outlined.
- (c) A Nurse to whom a letter is sent in accordance with this Article must contact the Employer within seven (7) working days of the receipt of the notice of return to work if she wishes the Employer to hold the job open for her.
- (d) It shall be the Nurse's responsibility to keep the Employer notified as to any change in her address or telephone number so that they will be up to date at all times.

5.9 Positions Outside the Bargaining Unit

- (a) In the event that an Employee is transferred to a position outside the bargaining unit, on a temporary basis, for a period which does not exceed one (1) year, she/he will retain, but not accumulate, her/his seniority held at the time of such temporary transfer and shall have no right to the Collective Agreement or entitlement with the exceptions of bidding on permanent bargaining unit vacancies. Upon return to the bargaining unit at the end of the temporary period, she/he will be credited with all seniority held at the time of transfer and shall accumulate seniority from the date of her/his return to the bargaining unit. It is understood and agreed that an Employee may decline such offer of transfer.
- (b) In the event that an Employee is promoted to a position outside of the bargaining unit on a permanent basis, she/he will retain but not accumulate her/his seniority held at the time of such promotion for a period of three (3) months with no right to the Collective Agreement. If the Employee is returned to the bargaining unit at any time during such three (3) month period, she/he will be credited with all seniority from the date of her/his return to the bargaining unit. After the three (3) month period has expired, the Employee will lose all seniority held at the time of promotion.

- (c) The Employer will first offer the temporary vacant bargaining unit position, as a result of Article 5.9(a) above, on the basis of seniority to regular part-time Employees in the bargaining unit, then to casual part-time Employees in the bargaining unit. Upon completion of the temporary vacancy, the Employee will be reinstated to her former position unless the position has been discontinued in which case the Employee shall be given a comparable job.

ARTICLE 6 – SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 6.1 (a) The salaries and professional classifications are set forth in Schedule A and remain in effect for the duration of this Agreement.
- (b) When a new classification is established by the Employer within the scope of the bargaining unit, the salary shall be negotiated and shall be effective from the date the position was first established.

ARTICLE 7 – PAID HOLIDAYS

- 7.1 (a) The Employer recognizes the following as paid holidays:

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

In addition to the above, the last working day preceding Christmas Day, and the last working day preceding New Year's Day will be recognized as paid holidays.

- (b) When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.
- (c) If a paid holiday falls on an Employee's scheduled day off or during her vacation, it will be taken with pay at a time mutually agreed to by the Employee and her Supervisor.
- (d) In order to qualify for Holiday Pay an Employee must work his or her full scheduled shift on each of the working days immediately preceding and immediately following the day on which the Holiday is being observed. If an Employee is absent from work on a qualifying day because of compensating time or sick time, on an approved leave of absence with pay or is on leave of absence without pay under the provisions of Article 12.4, then she shall qualify for Holiday Pay.
- 7.2 Regular part-time Nurses shall be entitled to the above holidays, on a pro-rata basis. Accumulated paid holidays must be taken during the same calendar year.

ARTICLE 8 – VACATIONS

- 8.1 Each Nurse shall be entitled to receive an annual vacation with pay in accordance with the Employee's years of employment. The following schedule is based on a 26 week pay period in a year. Where such number of pay periods is greater the hours per pay period may vary

<u>SERVICE</u>	<u>VACATION CREDITS</u>
Less than one year service	4.85 hours per pay period
One year, but less than ten years service	5.39 hours per pay period
Ten years or more service	6.74 hours per pay period
Twenty – one years or more service	8.08 hours per pay period
Effective April 1, 2012 Thirty years or more service	9.42 hours per pay period

Employees will be allowed to accumulate 1.5 times their annual vacation entitlement into their vacation entitlement bank at any one time.

- 8.2 Regular part-time Nurses shall be entitled to the above vacations on a pro rata basis.
- 8.3 Casual Nurses and any Nurse employed for a period of less than twelve (12) months shall be entitled to vacation pay at the rate of six percent (6%) of gross earnings.
- 8.4 When a Nurse's employment is terminated for any reason, she shall be entitled to her earned vacation bank up to the termination date.
- 8.5 All vacation schedules shall be subject to the approval of the immediate Supervisor and shall be allotted upon request according to seniority. Requests for vacation for the May 1 - April 30 vacation year shall be submitted to the immediate supervisor no later than April 15. Vacation schedules must be posted by May 1 each year and shall not be changed unless mutually agreed to by the Employee and the Employer.
- Requests submitted after April 15 will be approved on a first come, first served basis based on the date the request was submitted. Where vacation requests are for the same period of time, and the request is submitted on the same date, seniority will be the deciding factor.
- 8.6 Subject to the provisions of Article 8.1, an Employee shall be entitled to receive a minimum of three (3) weeks of earned vacation in an unbroken period unless otherwise mutually agreed upon by the Employee concerned and the Employer.
- 8.7 Certified reported illness of three (3) or more consecutive working days occurring during or prior to the commencement of vacation or compensating time off, reported at the time of illness, shall be considered sick time and not vacation time or compensating time off.

ARTICLE 9 – ILLNESS ALLOWANCE

9.1 Sick Leave

(a) Previous Sick Day Accumulations

- i) All sick leave days accumulated to the credit of a Nurse as at August 31, 1989 are frozen. A notice to each Nurse showing her total accumulation at this date will be provided.
- ii) A Nurse with a full ten (10) years of continuous service at the introduction date of the long term disability plan, will be entitled, at the time of termination of employment (including retirement), to a salary grant equivalent to one-half (50%) of the balance of her "frozen" sick leave days to a maximum of six (6) months' salary based upon her salary (rate of pay) immediately prior to termination of employment.

In the event of death of the Nurse prior to termination of employment, her sick leave credits will be calculated in the manner provided above and will be paid to the Nurse's Estate.

- iii) "Frozen" sick leave credits may be used as follows:

In case of illness of an immediate member of the family of a Nurse, where no one at home other than the Nurse can provide for the needs of the ill person.

After notifying their Supervisor, the Nurse may use a maximum of six (6) accumulated days in any calendar year for such purpose.

This privilege may also be granted to allow a Nurse to be absent from work on the day of surgery for an immediate member of the Nurse's family.

(b) Nurses Receiving Workplace Safety Insurance

A Nurse prevented from performing her regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, may receive, at the Nurse's option the difference between the amount payable by the Workplace Safety and Insurance Board and the Nurse's regular salary. Such difference shall be deducted firstly from the Nurse's current bank and secondly from the "frozen" bank until all sick leave credits are used up, after which the Nurse will receive only WSIB payments

The Employer will indicate the amount received from the Workplace Safety & Insurance Board on the Nurse's Income Tax (T4) Form.

(c) Use of "Frozen" Credits to "Top-up"

- i) Where a Nurse depletes her current sick leave credits prior to being placed on the L.T.D. program, she may use days from her "frozen" bank until she has fulfilled the 119-day waiting period.

Days used from the "frozen" bank will permanently reduce the accumulation referred to in (a)(i) above.

- ii) A Nurse who is receiving L.T.D. benefits may elect to "top-up" her benefit payments to eight-five percent (85%) of her wages by using any disability benefits payable.

Days used from the "frozen" bank will reduce the accumulation referred to in (a)(i) above.

9.2 SICK LEAVE CREDITS

All eligible Full Time Nurses who are actively at work will accumulate one and one-half (1½) days per month as sick leave credits to be used strictly for illness or accident during the L.T.D. waiting period of one hundred and nineteen (119) days. Regular Part Time Nurses who are actively at work will accumulate sick leave credits based on hours worked on a pro-rated basis.

This new accumulation will have no ceiling and no cash value on termination or retirement.

In addition to regular hours worked, "Actively at work" will include:

Paid Leave of Absences (including above-referenced LTD waiting period)
Pregnancy and/or Parental leave
Vacation

9.3 Long Term Disability Plan

The details of this plan are set out in the booklet attached hereto which shall become part of this Agreement save that the Employer reserves the sole right to change the insurance carrier as the Employer deems necessary.

Nurses on long term disability leave in accordance with this section shall have their Employee benefits administered, subject to Article 13.10, on the following basis:

- (a) During the first twelve (12) months from the effective date of the LTD claim approval, group life insurance, vision care, dental, OHIP, semi-private hospital care and drug prescription plans will be continued in accordance with the cost sharing program in effect at the time the LTD claim was approved.
- (b) During the next following twelve (12) month period, from the effective date of the LTD claim approval, the Employer will pay fifty percent (50%) of the premium cost for such benefits.
- (c) Thereafter, the Nurse will be responsible for one hundred percent (100%) of the premium costs.

- (d) No OMERS contribution will be made by either the Employer or the Nurse while the Nurse is on long term disability since provision is made under the OMERS plan for a disability pension or a waiver of deductions during the period of disability.

ARTICLE 10 – CAR ALLOWANCE

10.1 Each Employee who is covered by this Agreement and who is required by the Employer to operate her automobile in the course of her employment shall be entitled to a car allowance at the following rate:

Fifty-four (54) cents per kilometre or the county policy whichever is greater per kilometre for all kilometres travelled.

- 10.2 (a) Mileage charges are for driving only while engaged in the Employer's business and do not include driving between the Employee's residence and the Employee's regularly assigned office, except when the Nurse is required to work outside the normal working day.
- (b) Mileage payments shall be calculated based upon the most direct routes between assignments.
- (c) Car allowance will be based on the distance between the regular work location to the first assignment of the day. Where the first assignment of the day is less kilometres than the above, car allowance will be based on actual kilometres driven. For purposes of car allowance, a casual nurse will be assigned a regular work location on the date of hire.
- (d) When an Employee, at the completion of their shift, travels from an assigned work location other than their regularly assigned office to their residence they may claim only the actual mileage driven from that location in accordance with (b) above.
- (e) When an Employee travels from one work assignment to another on Employer business after the commencement of their shift, they may claim only the actual miles driven in accordance with (b) above.

10.3 An Employee who is required to operate her automobile on a regular basis in the service of the Employer must carry a minimum of \$1,000,000.00 public liability and property damage insurance on a business-use basis on her automobile, and the Employer shall be provided with proof of such insurance by way of a copy of the certificate of insurance.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.1 Policy Grievance – The Association shall file with the General Manager in writing the terms of the policy grievance. The General Manager shall deal with the policy grievance and render his decision thereon in writing not later than the fifth working day next following the day on which he received the grievance. Failing settlement, the Association's Committee and the Employer's Labour Relations Committee shall meet within fifteen (15) working days of receipt of the General Manager's decision and every

possible attempt shall be made to resolve the dispute. Failing settlement, the dispute shall be referred to a Sole Arbitrator, unless otherwise mutually agreed.

11.2 Employee Grievance – Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible.

It is understood that an individual Employee has no grievance until she/he has first given the immediate Supervisor an opportunity to adjust her complaint within seven (7) working days after the circumstances giving rise to the complaint have originated or occurred.

In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her employee representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.

The immediate Supervisor will render her decision not later than seven (7) working days following the day on which she received the complaint.

Step No.1

A complaint which is not settled by the immediate Supervisor shall be reduced to writing within ten (10) working days after receipt of the decision of the immediate Supervisor, signed by the parties involved and submitted as a grievance by the said parties to the Manager. The Manager shall deal with the grievance and render his decision thereon in writing not later than the tenth (10) working day next following the day on which he received the grievance.

Step No. 2

If the decision of the Manager is not satisfactory, the Association's Committee may, within ten (10) working days of receipt of the Manager decision, lodge an appeal in writing to the General Manager. The General Manager and the Association's Committee shall meet within ten (10) working days next following receipt of the appeal and every possible attempt shall be made to resolve the dispute.

Step No. 3

The General Manager shall render its decision in writing within ten (10) working days of the meeting. If a satisfactory settlement is not reached with the General Manager, the dispute shall be finally and conclusively settled without stoppage of work, by submission to a Sole Arbitrator, unless otherwise mutually agreed.

11.3 (a) Arbitration – When 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 any Grievance Procedure established by this Agreement, notify the other party within ten (10) working days in writing of its desire to submit the difference or allegation to arbitration and subject to Article 11.3(b) below, the notice shall contain the name of the first party's Appointee to an Arbitration Board. The recipient of the notice shall within ten (10) working

days inform the other party of the name of its Appointee to the Arbitration Board. The two Appointees so selected shall, within fifteen (15) working days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two Appointees fail to agree upon a Chairman within the time limited, the appointment shall be made by the Ministry of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the differences or allegation, and shall issue a decision and the decision is final and binding upon the parties and upon any Nurse affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.

- (b) The parties agree that unsettled grievances concerning:
- i) job postings;
 - ii) entitlements to leaves;
 - iii) premiums and overtime;
 - iv) scheduling issues;
 - v) recent related experience claims; and
 - vi) any other grievance issues the parties agree to refer;

shall be referred to a Sole Arbitrator, at the request of either party, following the time frames defined in 11.3(a) above. The Sole Arbitrator shall come from the following list who shall rotate in alphabetical order unless the parties, within fourteen (14) working days of the receipt of the final grievance response, agree to designate another Arbitrator on the list:

G. Brent
 J. Carrier
 J. Devlin
 B. Fisher
 J. Johnston
 L. Mikus

- 11.4 The Sole Arbitrator or Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provisions of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its Appointee to the Arbitration Board, and/or will share equally the fees and disbursements of the Chairman or Sole Arbitrator.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Bereavement Leave

- (i) In the event of death of a member of the Nurse's immediate family he/she shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary in the case of death or life threatening illness of an immediate family member. Immediate family member is defined as mother, father, spouse (including common-law spouse) child or step-child.

- (ii) A nurse shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary in the case of death or life threatening illness of a brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent(in-law) or grandchild.
- (iii) A nurse shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary in the case of death of a brother-in-law, or sister-in-law. A nurse shall be granted a one day leave without loss of salary in the case of life threatening illness of a brother-in-law, or sister-in-law.
- (iv) One (1) day leave shall be granted, without loss of salary in the case of death of an aunt, uncle, nephew, niece and to attend a funeral as a pallbearer. Provision of time off granted for loss of an "in-law" limited to relatives of current spouse.

Extra leave without pay and without loss of seniority will be granted at the discretion of the General Manager or designate.
- (v) For the purpose of this clause "life threatening illness" will be interpreted in a manner consistent with the Family Medical Leave provisions of the Employment Standards Act, 2000.

12.2

Pregnancy/Parental Leave

A leave of absence for pregnancy/parental without pay will be granted under the following conditions:

(a) Pregnancy Leave

Upon written notice pregnancy leave of absence, to a maximum period of fifty-two (52) weeks, without pay and without loss of seniority or service shall be granted to an Employee who has completed at least thirteen (13) consecutive weeks of employment prior to the date the Employee is expected to give birth. Such leave may begin no earlier than seventeen (17) weeks before the expected birth date.

An Employee seeking pregnancy leave must provide to the Employer at least one (1) month's written notice of the date her pregnancy leave is to begin. This notice shall be waived in the event the Employee is required to stop work because of complications caused by her pregnancy, or because of a birth, stillbirth or miscarriage that happens earlier than the Employee was expected to give birth. Medical verification may be required by the Employer with respect to the pregnancy complications.

Pregnancy leave is deemed to end seventeen (17) weeks after it commenced, Parental Leave of thirty-five (35) consecutive weeks, if requested is deemed to commence at:

- i) the end of Pregnancy Leave; or

- ii) the coming of the child into the custody, care and control of the Employee for the first time,

unless the Employee provides at least four (4) weeks' written notice of the date she wishes to return to work.

(b) Parental Leave

Parental leave for an Employee not entitled to Pregnancy Leave may begin no later than fifty-two (52) weeks after the day the child is born or comes into the Employee's custody, care and control for the first time.

The Employee must provide at least four (4) weeks written notice to the Employer of the date the leave is to commence.

To qualify for Parental Leave the Employee must have completed at least thirteen (13) consecutive weeks of employment.

Parental Leave must be taken in consecutive weeks to a maximum of thirty-five (35) weeks after it began, if the Employee also took pregnancy leave and thirty-seven (37) weeks after it began otherwise, with no loss of seniority or service.

If after the commencement of a Parental Leave as provided in (a) or (b), an Employee wishes to terminate the leave prior to the end of the thirty-five (35) week entitlement period, the Employee shall give to the Employer at least four (4) weeks' notice prior to the date they intend to return to work.

- (c) The Employer will provide pregnancy and parental leaves in accordance with the Employment Standards Act, province of Ontario.

An employee on leave as set out above who has applied for and is in receipt of Employment Insurance benefits shall be paid a supplemental employment insurance benefit equivalent to the difference between eighty percent (80%) of the employees regular weekly earnings and the earnings of the employee's weekly rate of employment insurance benefits and any other earnings for a maximum of fifteen weeks of pregnancy/parental leave. Such payment shall be contingent upon the employee providing proof he/she is eligible for or in receipt of Employment Insurance pregnancy or parental leave benefits during the period of payment. The employee's regular weekly earnings shall be in accordance with the Schedule "A" of the agreement and shall be the employee's rate of pay on the last day worked prior to the commencement of the leaves time. 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).

(d) Adoption Leave

The Employee shall advise the Employer at the time an adoption application is made and shall also advise the Employer as far in advance as possible of having qualified. The request for leave shall be made in writing upon receipt of the adoption confirmation.

(e) Maintenance of Benefits

During Maternity, Parental, or Adoption leaves of absence, participation by the Employer and the Employee with respect to their respective premium contribution toward the benefit plans outlined in Article 13 of this Agreement shall be continued provided the employee continues payment of his or her share of the benefit premiums.

(f) General

The Nurse must notify the Employer in writing at least three (3) weeks in advance of the expiration of her leave that she will be returning to work upon such expiration. Where such notice has been given, the Employer will, reinstate the Nurse to a position for which she is qualified, in the same office as she was working prior to the commencement of the leave where possible, at no less than the same rate of pay she was receiving at the time she commenced her maternity leave.

12.3 Personal Leave

Requests for leave of absence without pay for personal reasons will be at the reasonable discretion of the Employer subject to operational requirements. Such requests are to be made as far as possible in advance, and the immediate Supervisor will reply in writing, except in cases of emergency.

12.4 Leave for Association Business

- (a) Leave of absence without pay to attend Association meetings shall be granted if requested, but the Employer may limit this to two (2) Nurses and not to exceed a total of sixty (60) days per year in the aggregate. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

The Employer will bill the Local Association within a reasonable period of time and the Local Association will reimburse the Employer within a reasonable period of time.

- (b) Leave of absence up to a maximum of two (2) years without pay and without loss of seniority or occupational classification, will be granted to any Employee who requests such leave by reason of her election as an Officer of the Association. It is understood that not more than one (1) Employee will be allowed such leave in any calendar year. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. If the nurse requests an extension to such leave, the Employer will consider the request and subject to operational circumstances will not oppose the extension.

12.5 Jury and Witness Duty

If a Nurse is required to serve as a Juror in any Court of law, or is required by subpoena to attend as a crown witness in a Court proceeding or coroner's inquest in connection with a case arising from the Nurse's duties with the Employer, the Nurse shall not lose regular pay because of such attendance, provided that the Nurse:

- (a) notifies the Employer immediately on the Nurse's notification that she will be required to attend Court;
- (b) presents proof of service requiring the Nurse's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage and meal allowances and an official receipt where available.

- 12.6
- (a) Leave of absence with pay and without loss of seniority shall be granted by the General Manager or Designate to allow Employees time to write exams for qualifications required by the Employer to improve qualifications in the service.
 - (b) Further, the General Manager may consider requests from nurses who are required to write the Quality Assurance Program exams as required by the College of Nurses of Ontario.

- 12.7
- (a) Leave of absence without pay may be granted for educational purposes by the General Manager or Designate. Seniority shall be retained but not accumulated for a period of up to one (1) year.
 - (b) Attendance at mandatory education sessions, courses, or workshops as required by the Employer will result in pay for time spent while travelling to/from the session at the applicable regular wage rate. Travel will be done, where possible during normal working hours as defined in article 4.1(f)
 - (c) Travel for voluntary education sessions, courses or workshops will be done if possible during normal working hours as defined in article 4.1(f).

- 12.8 Sick leave credits, vacation credits and the Employer's contributions to insurance, hospitalization and other benefits will be suspended after the first month of any leave granted under 12.3 and 12.7.

ARTICLE 13 – BENEFIT PLANS

- 13.1 Pensions – OMERS and Canada Pension Plan shall apply to the Nurses covered by this Agreement and in accordance with the provisions of these plans.
- 13.2
- (a) The Corporation will notify the Association ninety (90) days prior to any plan change. Any change to the plan or language will be submitted for the Association's review. There will be no reduction in benefits.
 - (b) The Employer shall pay one hundred percent (100%) of the premiums of the following plans for full-time Nurses and one hundred percent (100%) on a pro-rata basis for regular part-time Nurses.

- 13.3 Employer Health Tax – Full-time Nurses and regular part-time Nurses, if eligible, may enrol in the Ontario Health Insurance Plan.
- 13.4 Plan for Semi-Private Hospital Care – Full-time Nurses and regular part-time Nurses, if eligible, may enrol in this plan.
- 13.5 Drug Prescription Plan – Full-time Nurses and regular part-time Nurses, if eligible, may enrol in this plan.
- 13.6 Group Life Insurance – All full-time Nurses will participate in the Group Life Insurance Plan after three (3) months' service as a condition of employment in accordance with the provisions of the Plan. Regular part-time Nurses and casual part-time Nurses are ineligible to participate. The maximum benefit shall be two (2) times the Nurse's salary rounded to the nearest five hundred dollars (\$500.00).
- 13.7 Vision Care – Effective date of ratification - \$350.00/24 month plan for glasses or contact lenses or laser surgery.
- Effective March 31, 2020 - \$400.00/24 month plan, for glasses or contact lenses or laser surgery.
- In addition, ninety (\$90) dollars reimbursement for eye exam once every twenty-four (24) months.
- 13.8 Dental Plan – 50/50 Employer/Employee premium participation, based on current ODA rates.
- Effective on ratification:
- Basic major and minor combined - two thousand dollars (\$2,000) per person maximum annually; to include:
- (i) Effective January 1, 2014, two units of light scaling and two units of polishing once every 6 months.
- Complete and partial dentures, crowns, bridgework and repairs to same, are considered major - 50/50 co-insurance and;
- Orthodontics: 50/50 co-insurance with fifteen hundred dollars (\$1500) lifetime maximum per insured child.
- Effective January 1, 2014, orthodontics: 50/50 co-insurance with two thousand dollars (\$2000) lifetime maximum per insured child.
- 13.9 In case of absence for illness, contributions will be paid to the established plans (Articles 13.4 through 13.8) up to a maximum of ninety (90) days, after the expiration of the accumulated sick leave, providing that the Employee is included in the plan and elects to participate in the plans referenced above. Hereafter the Employee may pay the full premiums through the Employer if they so desire.

- 13.10 In the event of a temporary layoff, the Employer agrees to maintain the Employer's portion of the contribution to the benefits mentioned in Articles 13.4, 13.5, 13.6, 13.7, and 13.8 for a period of three (3) months, providing that the Employee elects to continue to participate in the welfare plans mentioned in Articles 13.4, 13.5, 13.6, 13.7, and 13.8.
- 13.11 Optional benefits (major medical and dental) must be taken as a total package.
- 13.12 For purposes of this Agreement and the benefits contained herein, including insurance coverage, dependent coverage is available to the Employee to cover her or his same sex partner and their dependant children up to age 25 who are enrolled in a post secondary educational institution, in accordance with the terms and conditions of the plans.
- 13.13 Retiree Benefit Plan -- The Corporation will make available an alternate benefit plan as sponsored by the current benefit carrier to include extended health, dental and life insurance coverage for any employee who meets the criteria for eligibility as outlined in the alternate benefit plan.
- The employee will be responsible for 100% of the benefit premiums.
- The employer will notify the Association of any changes to the plan as per Article 13.2 a).
- 13.14 (a) Effective March 31, 2020, Paramedical Services – increased to 100% of the costs, up to a combined maximum of \$600 per person per speciality in a benefit year for the paramedical specialist as described in ONA 19 – Community Health Services Department Contract Number 1000261 and 150047, April 1, 2015.
- (b) Effective upon ratification, the Employer shall make a Health Care Spending Account (HCSA) available to eligible employees up to a combined maximum of \$750, per person, including all eligible dependents, per speciality in a benefit year for the paramedical specialist as described in ONA 19 – Community Health Services Department Contract Number 1000261 and 150047, April 1, 2015.
- Each eligible employee may voluntarily elect to participate in this plan on a yearly basis commencing January 1st of the year next following the decision to participate. Such employee may also elect out of this plan and back into benefits described in Article 13.14 (a) on a yearly basis commencing January 1st of the year next following the decision to not participate.
- (c) The Employer agrees to establish an Appendix B on March 31, 2020. This Appendix will contain the name of each eligible employee who is participating under the benefit plan described at Article 13.14 (a) above.

ARTICLE 14 – MISCELLANEOUS

- 14.1 The Employer shall provide adequate malpractice and professional liability insurance, and in addition shall supply legal counsel where necessary for an action instituted against any Nurse by virtue of performance of her assigned duties.

- 14.2 The Association shall have the right to post notice of meetings and such other notices as may be of interest to the Employees on a bulletin board in each office.
- 14.3 The Association may hold meetings outside normal working hours on the premises of the Employer with the permission of the General Manager or Designate. If any increase in janitorial fees results from these meetings, they will be paid by the Association.
- 14.4 All correspondence concerning this Agreement, or the terms thereof, shall pass between the Corporate Manager Human Resources of the Employer and the Bargaining Unit President and Labour Relations Officer.
- 14.5 When the Employer decides to make a permanent change to the normal scheduled hours of work in the Health Unit, it will advise the Bargaining Unit President/Designate at least thirty (30) days, if possible, prior to implementing the change and will, if the Bargaining Unit President/Designate requests meet and discuss the proposed changes with the Association.

The Employer will provide to the Bargaining Unit President/Designate copies of any changed schedule contemplated above, as soon as they are prepared or at the meeting whichever occurs first.

14.6 Return to Work

When it has been medically determined that a Nurse is unable to return to the full duties of her position due to a disability as disability is understood under the Human Rights Code, and evidence of such disability satisfactory to the Employer has been provided, the Employer will notify and meet with the Bargaining Unit President or designate, the Nurse and the Staff Representative of the Ontario Nurses' Association, if available, to discuss the circumstances surrounding the Nurses' return to suitable work. The meeting will occur prior to the Nurse returning to work on any program of modified/light/alternate work. Any documents respecting such program, which the Corporation requires to be signed by the Association, shall be submitted to the Association for signing. A finalized copy of such document shall be provided to the Bargaining Unit President or designate and the Nurse.

The County and the Association recognize their joint duty to accommodate Employees with disabilities in accordance with the provisions of the Ontario Human Rights Code.

- 14.7 Within two (2) weeks following a nurse's termination of employment and whereby the nurse has submitted her request in writing, 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 Nurses, such experience shall be expressed as hours worked.

14.8 Family Responsibility Days

Time off will be granted to Nurses who attend to family members who require care and attention due to short-term illnesses. Such time off will be charged against accumulated sick leave credits and, in any case, will not exceed one (1) working day for each absence unless extenuating circumstances are present and shall not exceed two (2) days per year. Family responsibility days can only be taken off at a minimum of half (.5) day blocks of time.

For clarity, a family member is defined as mother, father, spouse (common law), child, stepchild or grandparent who is under the care of the Nurse.

14.9 County Use of Cell Phones

The Employer will make available a sufficient pool of cell phones to those nurses who require such for business purposes. Once finished with the cell phone the nurse shall return such cell phone to the pool.

14.10 Records of discipline will be removed from the Employee's personnel file eighteen (18) months from the date of the discipline unless the Employee is again reprimanded during that period.

14.11 Personnel Files

When an employee makes a request in writing he/she shall have the right to review their personnel file within a 48 hour period in the presence of a Human Resources representative.

14.12 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for preventing or attenuating influenza for those of high risk of serious illness or death from influenza infection and related complications, those capable of transmitting influenza to individuals at high risk of complications, and those who provide essential community services. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Employers recognize that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked flex time or banked overtime or vacation credits in order to keep her or his pay whole.
- (e) If a nurse refuses to take the vaccine because it is medically contra-indicated (this includes a nurse who is pregnant), and where a medical certificate is provided to this effect, in which case the parties will meet to discuss available options, which may include reassignment.
- (f) The employer will not bear the cost of anti-viral if no medical contraindication is present.

- (g) If a nurse gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (h) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to nurses free of charge.
- (i) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

14.13 Violence in the Workplace

The Union and the Employer support the rights of individuals to an environment free from violence. As such, measures and procedures shall be established to reduce the likelihood of such incident in the workplace.

The parties agree the definitions of workplace violence, discrimination, workplace harassment, and domestic violence apply from the Employer's policies and programs (as amended from time to time) regarding Workplace Violence and Workplace Harassment, and the Occupational Health and Safety Act.

The Employer agrees to have policies and procedures to deal with violence. The policies and procedures will be part of the corporate policy. Written copies shall be made available through the Department Manager, Human Resources or a Union.

- 14.14 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.

ARTICLE 15 – DURATION OF AGREEMENT

- 15.1 This Agreement shall be effective from April 1, 2016 to March 31, 2020.
- 15.2 Upon the termination of this Agreement, as provided by this clause, the parties shall, while a new contract is being negotiated continue to be bound and governed by the terms of this Agreement.
- 15.3 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made within the period of ninety (90) days prior to the termination date of this Agreement.
- 15.4 Negotiations with respect to renewal of this Agreement shall commence within thirty (30) days of such notice or such other time as the parties mutually agree.

DATED AT Wyoming ONTARIO this 4th day of July, 2016.

FOR THE EMPLOYER:

Irene M'Clymont
Corporate Manager, Human Resources

Tonya Furtado

Rhonda Geller

FOR THE UNION:

David Shepherd
Labour Relations Officer

Katie Thrasher

Shauna Nelles

Brittany Freer

LETTER OF UNDERSTANDING

Between:

**COUNTY OF LAMBTON
LAMBTON PUBLIC HEALTH**
(Hereinafter referred to as the "Employer")

And:

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

RE: JOB-SHARING

To recognize that nurses desire a more flexible working arrangement, the parties have agreed to the following:

1. Job-Sharing is defined as an arrangement whereby two (2) nurses share the hours of work of what would otherwise be one (1) full-time position.
2. There will be maximum of two (2) job-sharing arrangements. Any job posting for a permanent full-time position may be considered for job-sharing.
3. Any two nurses with equal qualifications may propose to share an existing full-time position including all its responsibilities (i.e. evening assignments, committees), duties and essential communication. Such arrangements will be subject to management approval, taking into account the needs of both the nurses involved and the Employer, but such approval shall not be unreasonably withheld. Any subsequent vacancies as a result of such arrangements shall be posted pursuant to the Collective Agreement.
4. Written applications by full-time nurses requesting job-sharing must be submitted to the General Manager, Public Health Services. Response to such request shall be given within thirty (30) days from the date of the request being given.
5. An incumbent full-time nurse wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made based on the criteria set out in the job posting provisions of the Collective Agreement. In the event that there are no applicants for such position, or there is not a successful applicant to the posting, the incumbent full-time nurse will have to continue in the position on a full-time basis.
6. Once the job sharing arrangement has been approved, a job sharing agreement (as attached) will be signed by the parties.
7. Total hours worked by the job-sharers shall equal one (1) full-time position (seventy (70) hours in a biweekly pay period). The schedule shall be determined by mutual agreement between the two (2) nurses and approved

by the immediate manager with the understanding that each will be scheduled to work a minimum of thirty-five (35) hours biweekly.

8. If a nurse participating in a job-sharing arrangement leaves the job sharing arrangement, her/his half of the job-sharing arrangement will be posted and filled in accordance with Article 5.2 of the Collective Agreement.
9. Should the above-mentioned vacated position not be filled through the job posting mechanism, the shared position must revert to a full-time position. The remaining nurse will have the option of filling the full-time position or reverting to a regular part-time position. If there is no part-time position available in the Bargaining Unit, she shall exercise her layoff bumping rights to obtain a part-time position. If she does not continue full-time, the full-time position will be posted.
10. For purposes of coverage the job-sharers partner may be offered any additional hours that result from the absence of their job-share partner. Job-sharers are required to cover for their partner in the case of prolonged or extended absences, until a temporary replacement can be found.
11. Discontinuation
 - (a) Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonably or arbitrary.
 - (b) When discontinuation occurs, the position will revert to a full-time position and one of the two job sharers shall assume the full-time position. In the event that both partners apply for the full-time position, seniority will decide. The unsuccessful applicant will revert to regular part-time. If there is no part-time position available on the same Unit, she shall exercise her layoff bumping rights to obtain a part-time position.
12. The following shall apply to Nurses who have requested and who have been granted job-sharing:
 - (a) Each nurse will be paid his/her applicable hourly rate. Each job sharer will advance to the next incremental level after 1820 hours paid from the time of his/her last increment.
 - (b) Sick days will be based on fifty (50%) of the full-time equivalent for each month of service.
 - (c) Each nurse shall receive 50% of the vacation time that they currently are eligible for on an annual basis.
 - (d) One year of seniority shall be based on 1820 hours of work.
 - (e) Job-sharing nurses shall be entitled to the holidays listed in the Collective Agreement, on a pro-rata basis. Accumulated paid holidays must be taken during the same calendar year.

- (f) Job-sharing nurses will be enrolled in the OMERS pension plan.

Each nurse required to use their automobile for Health Unit business shall be reimbursed in accordance with the Collective Agreement.

Job-share nurses shall receive compassionate leave in accordance with the Collective Agreement.

13. Benefits

The Employer shall pay one hundred percent (100%) of the premiums on a pro-rata basis for Job-sharing nurses for the following plans:

Extended health benefits (semi private hospital coverage, drug plan and vision plan) – Job-share nurses are eligible to enrol.

Group Life Insurance – Job-share nurses are eligible to participate

Dental Plan – 50/50 Employer/Nurse premium participation, as per article 13.8.

It is understood the benefits may not be split between the two Nurses. In the event that both Nurses elect to receive the benefits outlined above, each Nurse shall pay 50% of the monthly premium costs. If only one Nurse chooses the benefits, the Employer will pay the applicable monthly premiums:

The Employer cost for the group benefits provided for the two jobs sharers shall not exceed the Employer's cost for a full time Nurse.

In case of absence for illness, contributions will be paid to the established plans (Articles 13.4 through 13.8) up to a maximum of ninety (90) days, after the expiration of the accumulated sick leave, providing that the Nurse is included in the plan and elects to participate in the plans referenced above. Hereafter, the Nurse may pay the full premiums through the Employer if they so desire.

In the event of a temporary layoff, the Employer agrees to maintain the Employer's portion of the contribution to the benefits mentioned in Articles 13.4,13.5,13.6,13.7, and 13.8 for a period of three (3) months, providing that the Nurse elects to continue to participate in the welfare plans mentioned in Articles 13.4, 13.5, 13.6, 13.7, and 13.8.

Optional benefits (major medical and dental) must be taken as a total package.

Page 3 of 3
RE: JOB-SHARING

DATED AT Wyoming ONTARIO this 4th day of July, 2016.

FOR THE EMPLOYER:

Irene M'Clymont
Corporate Manager, Human Resources

Tonya Furtado

Rhonda Geller

FOR THE UNION:

David Shepherd
Labour Relations Officer

Katie Thrasher

Shauna Nelles

Brittany Freer

LETTER OF UNDERSTANDING

Between:

**COUNTY OF LAMBTON
LAMBTON PUBLIC HEALTH**
(Hereinafter referred to as the "Employer")

And:

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

RE: ADVERSE AFFECTS ON ONA BARGAINING UNIT

In addition to Article 5.6 the Employer will meet and discuss with the Union regarding any operational initiative that will adversely impact the ONA Bargaining Unit with an objective to minimize the potential impact on the Bargaining Unit.

DATED AT Wyoming ONTARIO this 4th day of July, 2016.

FOR THE EMPLOYER:

FOR THE UNION:

Irene M'Clymont
Corporate Manager, Human Resources

David Shepherd
Labour Relations Officer

Tonya Furtado

Katie Thrasher

Rhonda Geller

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Brittany Freer

LETTER OF UNDERSTANDING

Between:

**COUNTY OF LAMBTON
LAMBTON PUBLIC HEALTH**
(Hereinafter referred to as the "Employer")

And:

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

RE: ON-CALL

A Public Health Nurse shall be available for on-call coverage and telephone consultation to respond to urgent public health matters and as assigned by the applicable Manager/Supervisor.

On-call staff includes all Public Health Nurses assigned to the Environmental Health and Prevention Services – Team 2. Any other departments that may require being on-call will be brought to the attention of the Union 30 days in advance of such schedule.

On-Call Defined:

- 1) On-call hours will be as designated by the applicable Manager/Supervisor in consultation with the on-call staff. No nurse will be scheduled to provide on-call coverage more than once every nine week period unless on a voluntary basis. The Manger/Supervisor shall establish a weekly schedule every six months, in consultation with the nurses, having regards to an individual's vacation and unique circumstances. Having established a schedule, it is the responsibility of the individual to make alternate arrangements should a scheduling conflict arise and so notify the Manager/Supervisor.
- 2) On-call staff will be supplied with a pager and cell phone for Lambton Public Health business use only and shall be available in accordance with paragraph 7 by pager and cell phone when they are required to be available for on-call coverage and telephone consultation.
- 3) A Public Health Nurse who is required to be available for on-call coverage or telephone consultation will be paid three hundred and fifty dollars (\$350.00) for each full week (7 full days) that they are required to be available. When a statutory holiday occurs during a week that a Public Health Nurse is required to be available for on-call coverage or telephone consultation, the Public Health Nurse will be paid an additional fifty dollars (\$50).
- 4) For telephone consultation, the nurse shall be compensated at the applicable rate as per the Collective Agreement once the time spent exceeds three (3) hours during the on-call week.
- 5) If an employee is required by the nature of the emergency to physically report to the Lambton Public Health or emergency site, they shall be entitled to claim overtime in accordance with the Collective Agreement.
- 6) 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.

- 7) On-call employees must be able to respond promptly by telephone within thirty (30) minutes of the Employer's first call. If they are required to physically report for work to the Lambton Public Health or to an emergency site, they must be able to reach the Lambton County border within one and one-half (1.5) hours of the Employer's first call at all times taking into consideration such factors as road and weather conditions.
- 8) A Public Health Nurse who is required to be available for on-call coverage or telephone consultation and who receives a call about an issue that is outside of their scope of practice, they are to call and notify the Manager/Supervisor on-call of this. The Manager/Supervisor will then determine the appropriate staff person to call in to respond to the issue.
- 9) Circumstances Outside On-Call Period (as described at paragraph 1 of this Letter of Understanding):
- A Public Health Nurse who is engaged to provide a telephone consultation during hours that he or she is not scheduled to work and is not scheduled to be on-call, will be entitled to a minimum of 30 minutes pay at the applicable overtime rate. Such minimum shall apply on a daily basis.
- (a) If a Public Health Nurse provides telephone consultation(s) that exceed 30 minutes in a day, the PHN will be paid at the applicable overtime rate for such time actually engaged in the provision of the telephone consultation(s). It is understood that time spent providing telephone consultation may include the time necessary between telephone calls in order for the PHN to complete the consultation, provided that the PHN is directed by one of The County's supervisors to remain available between the telephone calls to complete the consultation.
- (i) The County and the Union are committed to the efficient administration of this Letter of Understanding. Accordingly, and specifically with respect to the administration of paragraph 9(a), the County and the Union agree to meet to discuss any Issues that arise In connection with a PHN being able to obtain a supervisor's direction to remain available between calls to complete a consultation.
- (b) The applicable overtime rate shall be determined In accordance with Article 4.1(f) of the Collective Agreement.
- 10) In order to be entitled to the payment at the applicable overtime rate (as described at paragraph 9 of this Letter of Understanding), the underlying telephone consultation must:
- (a) be first approved by one of the County's Supervisors; and,
- (b) must be substantive in nature. (e.g. Telephone calls which are In respect of administrative matters or In respect of the testing of the County's staff call out system will not be considered substantive.)
- 11) If a Public Health Nurse is engaged to provide a telephone consultation in circumstances that then lead to a call-In (that is, a report to the Lambton Public Health or an emergency site) the Public Health Nurse will receive the benefit outlined in Article 4.3 of the Collective Agreement (call-In pay) and will not be entitled to claim the benefits described under this Letter of Understanding.
- 12) Six months after the implementation of the on-call process, the Employer will meet with the Union to review the on-call process.

- 13) The parties agree that any issues arising out of this Letter of Understanding will be discussed at the Union-Management meeting called by either party.

The Letter of Understanding will take effect on January 1, 2007. Consent to alter weekly remuneration to \$350 will take effect on May 14, 2008.

DATED AT Wyoming ONTARIO this 4th day of July, 2016.

FOR THE EMPLOYER:

Irene M'Clymont
Corporate Manager, Human Resources

Tonya Furtado

Rhonda Geller

FOR THE UNION:

David Shepherd
Labour Relations Officer

Katie Thrasher

Shauna Nelles

Brittany Freer

LETTER OF UNDERSTANDING

Between:

**COUNTY OF LAMBTON
LAMBTON PUBLIC HEALTH**
(Hereinafter referred to as the "Employer")

And:

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

RE: INDIVIDUALS EMPLOYED BY THE COUNTY RECEIVING BENEFITS POST 65

It is agreed and understood between the parties that employees who attain age 65 will be eligible for the following insurance benefits coverage, subject to and in accordance with the underlying insurance policies and plans:

Extended Health Care benefits listed in the collective agreement (including vision, paramedical, out of province)

Dental Coverage (cost sharing as described in collective agreement).

OMERS pension plan (subject to the terms and conditions as set by OMERS) including and without limit to the age stipulation.

Life Insurance and AD&D to a maximum benefit coverage of \$25,000 each.

The employer agrees to extend the voluntary AD&D to all post 65 employees subject to the terms and conditions of the insurer. The employer's only obligation is the remittance of premiums for said plans.

Eligibility for benefits extended to employee age 65 and above under this letter shall cease upon the employee reaching age 70.

DATED AT Wyoming ONTARIO this 4th day of July, 2016.

FOR THE EMPLOYER:

FOR THE UNION:

Irene M'Clymont
Corporate Manager, Human Resources

David Shepherd
Labour Relations Officer

Tonya Furtado

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LETTER OF UNDERSTANDING

Between:

**COUNTY OF LAMBTON
LAMBTON PUBLIC HEALTH**
(Hereinafter referred to as the “Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as the “Union”)

RE: PROFESSIONAL RESPONSIBILITY

The Parties agree to place on the Management-Association Committee Meetings—Agenda, items related to professional responsibility and workload (on the appropriate form – Appendix A). If there is no resolution, the issues will then be presented to the County of Lambton Health Unit Professional Practice Council at their regular monthly meetings for discussion and suggested resolutions to be presented to the Public Health Unit Management Team.

DATED AT Wyoming ONTARIO this 4th day of July, 2016.

FOR THE EMPLOYER:

FOR THE UNION:

Irene M’Clymont
Corporate Manager, Human Resources

David Shepherd
Labour Relations Officer

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APPENDIX 'A'
PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM – PUBLIC HEALTH UNIT
(PHU)

ONA PHU PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM	
SECTION 1: GENERAL INFORMATION	
	ONA/ Local File # <input style="width: 50px;" type="text"/>
Name(s) Of Employee(s) Reporting: _____	
Employer: _____	Site: _____
Team/Area/Program: _____	
Date of Occurrence: _____	Start Time: _____ Duration Time: _____
<small>(dd/mm/yyyy)</small>	
Hours Worked: _____	On Call/Ext. Hrs _____ Supervisor at time of Occurrence: _____
Date submitted (dd/mm/yyyy): _____	Time Submitted: _____
SECTION 2: DETAILS OF OCCURENCE	
Provide a concise summary of how the occurrence affected your practice/workload:	
Check one: <input type="checkbox"/> Is this an isolated incident? <input type="checkbox"/> An ongoing problem?	
SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURENCE	
<input type="checkbox"/> Change In Client/ Family needs. Provide details:	<input type="checkbox"/> Safety in Jeopardy. Please specify:
<input type="checkbox"/> # Family members	<input type="checkbox"/> Lack of /malfunctioning equip. Details:
<input type="checkbox"/> Clients assigned at time of occurrence:	<input type="checkbox"/> Weather / Conditions
<input type="checkbox"/> Non-nursing duties. Specify:	<input type="checkbox"/> Travel / Distance
<input type="checkbox"/> Ontario Public Health Standards not met	<input type="checkbox"/> Outbreak/ Presentation cancelled:
<input type="checkbox"/> # of new clients to be assessed	<input type="checkbox"/> # of transfers from service:
<input type="checkbox"/> Unanticipated Assignment /Uncontrolled variables: Pls. specify:	
<input type="checkbox"/> Other (specify): _____	<input type="checkbox"/> # of discharges from program

SECTION 4: STAFFING/WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:

Regular staff: PHN RN NP Other Clerical support IT Support
 # Actual Staff: PHN RN NP Other Clerical support IT Support
 Inexperienced Staff: Yes No How many?
 Staff Overtime: Yes No If yes, how many staff? Total Hours
 Breaks: Meal Period: Missed Late Taken
 Rest Period: Missed Late Taken

At the time of the occurrence, the planned workload was:	# Planned	# Actual	Time Planned	Actual Time
Home Visits/School Visits/Clinics/Telephone calls/Hospitals, etc				
Public Meetings/Team meetings/office work, etc				
Documentation/ Administration (i.e. Phone, paperwork, supplies)				
Inservice Education/Presentations				
Travel (number of trips)				
Number of Clients Assessed				
Other (i.e. giving a presentation, etc)				

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

Absence/Emergency Leave Sick Call(s) Vacancies

SECTION 5: REMEDY/ SOLUTION

(A) At the time the workload issue occurred, did you discuss the issue within the team/ site/ program?

Yes No Date (dd/mm/yyyy)

Provide details:

Was it resolved? Yes No Date (dd/mm/yyyy)

(B) Failing resolution at the time of occurrence, did you seek assistance from the person (identify) designated by the employer as having responsibility for timely resolution of workload issues?

Yes No Date (dd/mm/yyyy)

Did the designated person with whom you discussed the occurrence provide guidance?

Yes No Date (dd/mm/yyyy)

Provide details:

Was it resolved? Yes No Date (dd/mm/yyyy)

(C) Did you discuss the issue with your manager (or designate) on her/his next working day?

Yes No Date (dd/mm/yyyy)

Provide details - (include names):

Was isolated incident resolved? Yes No Date (dd/mm/yyyy)

If an ongoing problem, was the entire issue resolved? Yes No Date (dd/mm/yyyy)

Were measures implemented to prevent re-occurrence? Yes No Date (dd/mm/yyyy)

Provide details:

If staff made available, please identify the number of staff provided, their category and the amount of time they were available for:

Category (PHN, RN, NP, Clerical, etc)	Amount of time Staff Available	Orientation to Site reqd.: Yes/ No. State orientation time (min/hrs)

SECTION 6: RECOMMENDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- | | |
|---|---|
| <input type="checkbox"/> Inservice | <input type="checkbox"/> ↑ PHN Staffing |
| <input type="checkbox"/> Change Physical layout | <input type="checkbox"/> ↑ Support staffing |
| <input type="checkbox"/> Caseload Review for client/ family needs | <input type="checkbox"/> Review PHN:Client ratio |
| <input type="checkbox"/> Orientation | <input type="checkbox"/> Review policies and procedures |

<input type="checkbox"/> Part-time pool	<input type="checkbox"/> Perform Workload Measurement Audit
<input type="checkbox"/> Professional Standards	<input type="checkbox"/> 1 RN Staffing
<input type="checkbox"/> Review RN:Client ratio	
Equipment: please specify:	
Other: please specify:	

SECTION 7: EMPLOYEE SIGNATURES	
I / We request these concerns be forwarded to the Employer-Union Committee.	
Signature:	Phone No:
Signature:	Phone No:
Signature:	Phone No:
Signature:	Phone No:
Date Submitted: (dd/mm/yyyy)	Time :

SECTION 8: MANAGEMENT COMMENTS : Please provide any information in response to this report, including any actions taken to remedy the situation, where applicable.	
Management Signature:	Date: (dd/mm/yyyy)

SECTION 9: RESOLUTION / OUTCOME	
Please provide details of resolution:	
Attach on Letter of Understanding (LOU) resolution:	
Date: (dd/mm/yyyy):	
Signatures:	

cc: ONA LRO, Bargaining Unit President, Employer and keep copy for self.

SCHEDULE 'A'
SALARY SCHEDULES

ONA CHSD (19)

Occupation Code G8020 Public Health Nurse

Grid #	Apr 1, 2016 Rate	Apr 1, 2017 Rate	Pay Period 21 of 2017	Apr 1, 2018 Rate	Pay Period 21 of 2018	Apr 1, 2019 Rate
1	\$31.24	\$31.63	\$31.79	\$32.19	\$32.35	\$32.84
2	\$32.47	\$32.88	\$33.04	\$33.45	\$33.62	\$34.12
3	\$33.78	\$34.20	\$34.37	\$34.80	\$34.97	\$35.49
4	\$35.11	\$35.55	\$35.73	\$36.18	\$36.36	\$36.91
5	\$36.52	\$36.98	\$37.16	\$37.62	\$37.81	\$38.38
6	\$38.01	\$38.48	\$38.68	\$39.16	\$39.36	\$39.95
7	\$39.50	\$39.99	\$40.19	\$40.69	\$40.89	\$41.50
8	\$41.09	\$41.60	\$41.81	\$42.33	\$42.54	\$43.18
9	\$42.72	\$43.25	\$43.47	\$44.01	\$44.23	\$44.89
10	\$44.44	\$45.00	\$45.23	\$45.80	\$46.03	\$46.72

Occupation Code G8025 RN

Grid #	Apr 1, 2016 Rate	Apr 1, 2017 Rate	Pay Period 21 of 2017	Apr 1, 2018 Rate	Pay Period 21 of 2018	Apr 1, 2019 Rate
1	\$28.39	\$28.74	\$28.88	\$29.24	\$29.39	\$29.83
2	\$29.38	\$29.75	\$29.90	\$30.27	\$30.42	\$30.88
3	\$30.03	\$30.41	\$30.56	\$30.94	\$31.09	\$31.56
4	\$32.01	\$32.41	\$32.57	\$32.98	\$33.14	\$33.64
5	\$33.18	\$33.59	\$33.76	\$34.18	\$34.35	\$34.87
6	\$34.78	\$35.21	\$35.39	\$35.83	\$36.01	\$36.55
7	\$36.80	\$37.26	\$37.45	\$37.92	\$38.11	\$38.68
8	\$38.79	\$39.27	\$39.47	\$39.96	\$40.16	\$40.76
9	\$40.78	\$41.29	\$41.50	\$42.02	\$42.23	\$42.86
10	\$42.82	\$43.36	\$43.58	\$44.12	\$44.34	\$45.01

- a) Regular part-time Nurses' salaries will be based on the above salaries on a pro-rata basis.
- b) Casual part-time Nurses will be paid per diem rates as per the Collective Agreement on Grid 5.