

COLLECTIVE AGREEMENT

Between:

COUNTY OF OXFORD
(Hereinafter referred to as the "Employer")

And:

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

Expiry Date: December 31, 2018

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide machinery for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit and to maintain a high level of community health services.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses in the employ of the Employer, save and except the Supervisor and persons above the rank of the Supervisor.

- 2.02 (a) "Full-time employee" means an employee whose normal working hours of work shall be thirty-five (35) hours per week (Monday through Friday) and includes employees who work on this basis during the regular school year.
- (b) "Regular part-time employee" means an employee who regularly works a pre-determined work schedule of less than thirty-five (35) hours per week.
- (c) "Casual part-time employee" means an employee who is required to work on an irregular basis (called in as needed).
- (d) "Temporary Employee" means an employee hired to replace either a full-time employee or a regular part-time employee for a specific assignment which shall not exceed six (6) months or in the case of pregnancy/parental relief the duration of the pregnancy/parental leave. The terms of the specific assignment may, however, be extended by agreement of the parties.

Nurses hired into temporary positions which exceed six (6) months, shall be entitled to the sick days (pro-rated) outlined in Article 9.01.

The Employer shall recognize the temporary employee's hours of work as seniority for the sole purpose of job posting competition. A temporary employee who is the successful applicant to a permanent position shall be given credit for service and seniority for all time spent as a temporary employee.

Further, temporary employees will include any employee hired with special funding for a specific period of time as outlined in the funding agreement.

- 2.03 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.

2.04 **Job Security**

No employee outside the bargaining unit, supervisor or contractor shall perform the work performed by members of this bargaining unit, except as follows:

- (a) for the purpose of instruction
- (b) for the purpose of experimentation
- (c) in the event of an emergency situation
- (d) if no bargaining unit employee is willing or able to perform the work based on existing case load.

Before a contractor is retained, the Employer will offer the work to bargaining unit members in the form of job posting. Employees will be granted the work in order of seniority based on evaluation of the employees' and Employer's current programme needs.

ARTICLE 3 - RESERVATION & CONTINUATION OF MANAGEMENT FUNCTIONS

3.01 The Union recognizes that the management of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be subject of a grievance and dealt with as hereinafter provided;
- (c) Determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (d) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employee not inconsistent with the provisions of this Agreement. The Employer will advise the Union of any change of rules and regulations.

3.02 These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 - HOURS OF WORK

4.01 (a) It is recognized that having regard to the nature of the employee's job responsibilities, the daily and weekly hours of work are flexible and subject to variation. However, subject to the foregoing, the normal hours of work for a full-time employee shall be thirty-five (35) hours per week (Monday through Friday).

- (b) Full-time Public Health Nurses can accumulate up to a maximum of thirty-five (35) hours of authorized time to be taken as compensating time off. As compensating time is accumulated, it must be taken within four (4) calendar months from the date earned and no more than twenty-one (21) hours can be taken at one time.
- (c) Regular part-time employees and temporary employees can accumulate up to a maximum of twenty-eight (28) hours of authorized time to be taken in accordance with (b) above.
- (d) Job share employees can each accumulate up to a maximum of seventeen and one-half (17.5) hours of authorized time to be taken within four (4) calendar months from the date earned in accordance with (b) above.
- (e) Casual employees shall be paid for all hours worked and will not be scheduled for less than two (2) hours.

4.02 It is understood however, that this shall not be nor be construed to be a guarantee as to the hours of work nor a guarantee of working schedules.

4.03 (a) Authorized work performed by employees in excess of the hours set forth in Article 4.01 shall be considered as overtime and shall be compensated at the rate of time and one-half (1½) her regular straight time rate of pay or compensating time off at the rate of time and one-half (1½).

(b) Authorized work performed on a Saturday or Sunday shall be compensated at the rate of time and one-half (1½) her regular straight time rate of pay or compensating time off at the rate of time and one-half (1½). Such time off to be at a mutually convenient time.

4.04 An employee who is required by the Employer to work two (2) or more hours of overtime after the expiration of her normal hours of work in a single day shall be provided with a meal to a maximum cost of fifteen dollars (\$15.00). A detailed receipt from the establishment is required.

4.05 (a) If the Employer designates an employee to perform required duties of a Supervisor, such employee shall receive a responsibility allowance of twenty-five dollars (\$25.00) per day.

(b) During such assignments, the employee will not be involved with discipline and/or counselling of ONA bargaining unit members.

(c) The employee will continue to accumulate seniority, service credits and be covered by the Collective Agreement during the assignment.

4.06 Minimum Call-In Pay

When a employee is called in to work outside her normal hours of work she shall be paid at the appropriate overtime rate with a minimum guarantee of two (2) hours at the appropriate overtime rate.

ARTICLE 5 - JOB SECURITY

5.01 All employees shall be on probation for a period of six (6) months. Part-time employees shall be on probation for a period of eight hundred and forty (840) hours worked, or six (6) calendar months, whichever comes first. If retained after probationary period, each employee shall be credited with seniority in accordance with Article 5.02. Thereafter her seniority shall be adjusted in accordance with the accrual of seniority under this Agreement. A probationary employee may only be released for just cause based on fair and proper assessment against reasonable standards of performance.

- 5.02 (a) A seniority list shall be established for all employees who have completed their probationary period on the following basis:
- | | |
|--------------------|---|
| Full-time: | date of last hire |
| Regular Part-time: | Effective January 1, 2004
-total number of regular hours worked exclusive of premium hours since date of last hire |
| Casual: | Effective January 1, 2004
-total number of regular hours worked exclusive of premium hours |

Where a question of seniority arises between full-time, part-time and casual employees, hours will be converted to a seniority date using the formula in (b) below.

- (b) It is agreed that one thousand, five hundred and forty (1,540) regular hours worked exclusive of premium hours shall be the equivalent of one (1) year of full-time seniority and vice versa.
- (c) Whereas more than one (1) employee may commence employment on the same day, seniority will apply as follows:
- i) Two (2) or more employees with the same date of hire will be placed on the seniority list in accordance with the order in which their written job acceptances were received by Human Resources. (ie: first acceptance received = first in order on the seniority list).
 - ii) If two (2) or more acceptances are received on the same date, the employees will be placed on the seniority list in the order in which they gave verbal agreement to accept the position.
 - iii) If two (2) or more verbal acceptances have been made on the same day, the employees will be placed on the seniority list in the order in which their application for the position had been received by human resources.
- (d) A copy of the seniority lists will be filed with the Union annually at January 31, in each year.

- 5.03 Seniority shall continue to accrue if an employee is absent due to disability resulting in W.S.I.B. benefits or Long Term Disability, as well as Maternity/Parental Leave. The rate of accumulation for part time employees shall be based on the employee's normal weekly hours worked during the preceding twenty-six (26) weeks prior to the absence.
- 5.04 Seniority rights and an employee's employment shall be deemed to have been terminated if:
- (a) She leaves of her own accord.
 - (b) She is discharged and the discharge is not reversed through the grievance procedure.
 - (c) She is absent from work for three (3) or more consecutive working days without reasonable explanation.
 - (d) She is off work for more than twenty-four (24) months following a layoff.
 - (e) She overstays a leave of absence and fails to furnish an acceptable reason for such absence or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted.
- 5.05
- (a) In the event of a layoff of a short term nature, the Employer will give the Union ten (10) working days' notice. In the event of a layoff which is expected to exceed twelve (12) calendar weeks, the Employer will give the Union sixty (60) calendar days' notice of such layoff. The parties will then meet to review the layoff and the reasons causing the layoff, the expected duration of the layoff and the names of the employees affected by the layoff. A copy of the notice to the affected employees will be sent to the Bargaining Unit President and to the Labour Relations Officer.
 - (b) In the event of a layoff of a short term nature, the Employer will give the employee five (5) working days' notice of such layoff. In the event of a layoff which is expected to exceed twelve (12) calendar weeks, notice to the employee will be in accordance with the notice requirements of the Employment Standards Act.
 - (c) A layoff of employees shall be made on the basis of seniority within the affected job classification, so that the least senior employee or employees are laid off first.
 - (d) Laid off employees will then exercise their seniority on a bargaining unit wide basis and displace the most junior employee in any job classification for which they possess the required qualifications.
 - (e) For the first three (3) months of layoff, the Employer agrees to pay the full cost of Group Life, O.H.I.P. and Semi-Private coverage premiums for any employee who is laid off, provided she has not found alternate employment.

- (f) Employees shall be recalled to positions in their bargaining unit in reverse order of layoff. The Employer will not hire any new employee to fill a vacancy within the bargaining unit when there is an employee on layoff.

Job Postings

5.06 When a permanent vacancy occurs or a new position is created within the bargaining unit, the Employer will post, in all offices, notice of the position for a period of ten (10) consecutive working days. Any subsequent vacancies that arise from the original vacancy, shall be posted for five (5) consecutive working days. All notices shall contain the following information: job title, team, subgroup, qualifications, required knowledge and education, skills, hours of work and current salary range. Where a permanent vacancy will result in the need to hire an external applicant, the employer may advertise publicly concurrent to the internal posting, with the understanding that external applicants will not be considered until the internal process has concluded.

Successful applicants and new hires will be excluded from bidding until six (6) months from commencement of their new position or their date of hire. This would not apply in the case where the new position would result in a change of permanent employment status.

Permanent full time, part time, or casual employees will be excluded from applying to temporary vacancies

5.07 Applications received as a result of the vacancy or new position will be considered along with all other applications received in accordance with Article 5.06 and the Employer will give due consideration to the qualifications, skill, ability and seniority of the applicants. Should none of the applicants be qualified, the Employer reserves the right to fill the vacancy or position by promotion or transfer from outside the bargaining unit.

5.08 Successful applicants to a job posting who accept a new permanent position will forfeit their previous position and must remain in the new position as per 5.06.

5.09 If an employee accepts a new position while on an approved leave of absence under article 12, any benefits the employee may be entitled to as a result of the new position shall become effective the date the employee returns and commences the new position. Any waiting periods a benefit may be subject to will also start the date the employee returns and commences the new position.

5.10 Promotion or Transfer

In all cases of promotion, transfer or reassignment of work, seniority shall be the governing factor, provided that the employee with the most seniority has the qualifications, skill and ability to perform the job concerned.

5.11 Orientation/Trial Period

If a vacancy or new position is filled from within the bargaining unit, the employee so appointed shall be provided with an orientation period of up to fifteen (15) working days to allow the employee to assume the duties of her new position. The employee

so appointed shall be placed on a trial period for an additional period of thirty (30) working days. If the Employer considers the employee satisfactory in the position, the appointment shall be considered permanent at the end of the trial period. In the event the Employer deems the employee so appointed not to be satisfactory or if the employee finds herself unable to perform the appointed duties, she shall be reinstated to her former position and other employees promoted or transferred as a result of the appointment shall be returned to their former positions.

5.12 The names of successful applicants to job vacancies and new positions will be communicated by email to the Bargaining Unit President. Unsuccessful applicants will be notified by the employer prior to the communication being sent to the President. At the request of the employee, the Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

5. 13 Transfer Outside the Bargaining Unit

In the event that a Nurse is transferred out of the bargaining unit for a specific term or task which does not exceed a period of one (1) year and is returned to a position in the bargaining unit, she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

ARTICLE 6 - DIRECT MONETARY COMPENSATION

6.01 Full-time employees who work the maximum hours provided by this Agreement (not including overtime whether received by monetary or lieu time compensation) shall receive the bi-weekly salary set out in Schedule "A". If a full-time employee works less than the maximum provided, such short time shall be deducted from the bi-weekly salary. Part-time and temporary employees shall receive the rates set out in Schedule "A".

6.02 Upon hiring or adjustment of duties all employees shall receive confirmation thereof, including salary level, if applicable, in writing.

6.03 (a) Beginning salaries shall include recognition for past nursing experience, both general nursing and public health nursing, to the maximum on the salary grid as follows:

- i) Recognition shall be calculated on the basis of one (1) annual service increment for each year of previous nursing experience up to a maximum of year five (5) on the grid.

It will be the responsibility of the newly hired employee to provide written confirmation of their previous nursing hours worked so that related experience can be determined in the probationary period.

Having established the related experience, the County will credit a new employee with one (1) year annual service increment for each year of nursing experience. All previous related experience credits and monies owing will be retroactive to the employee's date of hire.

For calculation purposes one (1) year annual service is 1820 hours.

ii) If more than five (5) years has elapsed since the employee has held a nursing position outlined in i) above, the employee's placement on the salary grid is at the discretion of the Employer.

(b) Employees who qualify for recognition of past nursing experience as set out in (a) above, shall also receive the corresponding credit for vacation purposes.

6.04 An employee whose status is altered from full-time to part-time or vice-versa will assume her same level on the salary grid. A part-time employee will be advanced from her present level on the salary grid to the next level on the salary grid after one thousand, five hundred and forty (1,540) hours paid exclusive of premium hours. In addition, an employee who is so transferred will be given credit for service accumulated since the date of her last advancement.

ARTICLE 7 - HOLIDAYS

7.01 The following shall be recognized as holidays:

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

The last half working day prior to Christmas Day

The last half working day prior to New Year's Day

Two (2) floating holidays (pro-rated during the first year of employment based on hire date) as desired by the employee and approved by the Manager, and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

7.02 Full-time employees who are not required to work on the above holidays shall be given the day off with pay.

7.03 Employees who are required to work on the above holidays shall be paid double time for all hours worked in addition to whatever holiday pay to which such employee may be entitled.

7.04 In order to qualify for each holiday or lieu day where applicable, a full-time or regular part-time employee must work her full scheduled tour immediately preceding and immediately following the holiday or the lieu day, unless absent for a reason acceptable to the Employer.

7.05 (a) Where a holiday as defined in 7.01 falls on a Saturday or a Sunday and is not proclaimed as being observed on some other day the Monday next following the Saturday or Sunday on which the holiday falls shall be designated as the day off in lieu thereof.

- (b) It is understood that the holidays as set out in 7.01 may not be observed or otherwise used as a holiday in advance of the day which is to be celebrated as the official holiday.
- (c) In the event a holiday falls during any part of an employee's authorized vacation period, such holiday may be taken at either the beginning or the end of the employee's vacation or the additional day may be taken by the employee at a mutually convenient time.

- 7.06 Regular part-time employees who are not required to work on the above holidays shall be given the day off with pay on a pro-rated basis.
- 7.07 Casual part-time employees and temporary employees shall receive holiday pay for the holidays listed in Article 7.01 if she qualifies under the provisions of the Employment Standards Act.
- 7.08 Job Share employees shall receive holiday pay in accordance with Article 18.05.

ARTICLE 8 - VACATION

- 8.01 Vacation entitlement is based on service on the employee's anniversary date in the calendar year and will be credited to the employee on January 1 of that year. Vacation will be taken during the vacation year in which it is earned.

With the approval of the Employer, up to five (5) vacation days may be carried over to the following year.

In case of pregnancy, parental and emergency leaves of absence, vacation entitlement carry over may be deferred in accordance with the Employment Standards Act.

- 8.02 (a) Employees with less than one (1) year of service as of December 31 in any year with the Employer will receive one point two five (1.25) working days' vacation for each month of employment.
- (b) Full-time employees in the active employ of the Employer who have completed:
- i) one (1) year of continuous service will be granted fifteen (15) working days' vacation with pay;
 - ii) six (6) years of continuous service will be granted twenty (20) working days' vacation with pay;
 - iii) twelve (12) years of continuous service will be granted twenty-five (25) working days' vacation with pay.
 - iv) twenty (20) years of continuous service will be granted thirty (30) working days' vacation with pay.

- 8.03 A full-time employee who has given at least two (2) weeks' written notice of her resignation shall receive her vacation entitlement under Article 8.01 pro-rated on the ratio that the amount of time worked in that vacation year to date bears to the maximum amount of time the employee would work if she completed her service in that vacation year. Vacation taken but not yet earned shall be deducted from the employee's final paycheque.
- 8.04 (a) Regular part-time and temporary employees shall be eligible for vacation benefits as provided in Article 8.01, 8.02 and 8.03 with benefits payable on a pro-rated basis.
- (b) Casual employees are entitled to vacation benefits in accordance with the Employment Standards Act. Casual employees shall receive pay in lieu of vacation in each pay period in accordance with Employment Standards Act.
- (c) For the purpose of this Article, one thousand, five hundred and forty (1,540) hours of part-time service shall equal one (1) year of full-time service and vice-versa.
- 8.05 Vacation preference will be granted on the basis of seniority providing they make their request known to the Employer by April 1st in each year. Requests received after April 1st will be granted on a first come first served basis.
- 8.06 Where a serious injury or illness occurs prior to a scheduled vacation, the period of vacation can be rescheduled and the period of the illness shall be considered sick leave. Where an employee is admitted to the hospital and would have qualified for short term income protection for the remainder of their vacation period, there shall be no deduction from vacation credits.
- 8.07 If the employment terminates for whatever reason and the employee has taken more vacation time than the employee has earned, the overpayment will be deducted from the employee's final pay.
- 8.08 There shall be no vacation accrual while the employee is absent from work for a period in excess of seventeen (17) weeks while on WSIB or when in receipt of payment under the long-term disability plan.
- 8.09 When an employee qualifies for bereavement leave in accordance with 12.03 during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at a mutually agreed upon time between the Supervisor and the employee.

ARTICLE 9 – SICK DAYS, INCOME PROTECTION - SHORT TERM AND LONG TERM
 (*EFFECTIVE JANUARY 1ST, 2017)

9.01 Sick Days

Each permanent, full time employee who has completed their probationary period shall be entitled to eight (8) paid sick days per calendar year to be used for non-occupational incidental illness or injury or as a bridge to short term income protection benefits. The eight (8) days will be pro-rated for the first year of employment. This entitlement is to be applied to periods of disability of three (3) consecutive working days or less. Any unused sick days will not be carried over from one year to the next.

A maximum of twenty-eight hours (28) of the eight (8) days of entitlement per calendar year may be taken for personal health appointments and family related illness.

All sick days are tracked and recorded in hours, to a minimum of ¼ hour increments.

9.02 Short Term Income Protection

- (a) On the fourth (4th) day of consecutive absence due to non-occupational illness or injury, or on the first (1st) day of absence due to hospitalization (due to illness, surgery or other procedures that require admission to the hospital, including day surgical procedures), the plan provides that all permanent full-time employees who have completed three (3) months of service and who are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the following schedule, if acceptable medical documentation is provided in accordance with e) below.

<u>Length of Service</u>	<u>Insured Weeks</u>	
	<u>Full Salary</u>	<u>66 2/3 Salary</u>
3 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
Over 9 years	17	0

- (b) If an employee has exhausted their annual eight (8) sick days, they may use vacation or compensatory credits to maintain their income until they are eligible for short term income protection benefits.
- (c) Employees with less than nine (9) years of full-time service may use accrued vacation or banked time to top up their salary to 100% during the seventeen (17) week income protection period.

- (d) The maximum short term income protection available in any calendar year regardless of the number of separate incidents of absence is seventeen (17) weeks. In the event an employee is in receipt of short term income protection at the end of a calendar year, short term income protection will be carried over into the following year. The seventeen (17) weeks of benefit will not be re-instated until the employee has returned to active employment for a minimum of ten (10) consecutively scheduled working days in the new calendar year.
- (e) Employees who are absent on account of non-occupational illnesses or injuries must report to their department heads during the first day of absence. To be entitled to short term income protection benefits, the employee will be required to produce an acceptable medical certificate from a qualified medical practitioner where the absence is in excess of three (3) consecutive working days. The medical certificate shall include: i) the expected Return to Work date or duration of absence; ii) recommended restrictions and duration; iii) prognosis for a full recovery to resume the essential duties of their job. Such medical certificate will be reimbursed by the employer, to a maximum of \$40. Approval of short term income protection benefits may be delayed until an acceptable medical certificate is produced. In discussion with the union and employee, the Employer may request an independent medical examination be completed at any time during the absence.
- (f) Where an employee has been granted parental/pregnancy leave or any other leave of absence without pay, short term income protection plan shall not apply during the period of leave of absence except as provided under the Ontario Employment Standards Act.
- (g) Regular part-time employees will be entitled to short term income protection on a pro-rated basis.
- (h) When an employee is covered under the Short Term Income Protection Plan all benefits shall be continued and deducted in the usual manner so that the employee will retain all benefits. These benefits shall include regular vacation.

9.03

Long Term Disability

- (a) The Employer agrees to pay ninety percent (90%) of the billed premiums of disability insurance offered by the Employer's Insurance Company. The basic benefits are as follows:

The plan provides for all full-time employees who have completed their probationary period to be eligible to apply for a long term disability benefit. After a qualifying period of one hundred and nineteen (119) calendar days of continuous disability, the employee will be eligible, subject to the terms of the insurance policy, for Long Term Disability payments in the amount of seventy-five percent (75%) of their monthly earnings rounded to the nearest dollar on date of disability to a maximum of six thousand dollars (\$6,000.00) per month.

- (b) While an employee is receiving payments under the long term disability plan, they shall not accrue years of service credits for the purpose of calculating vacation entitlement.
- (c) The Employer shall maintain the benefits of an employee who is receiving long term disability benefits for a period of twenty-four (24) months from the last day worked.
- (d) After twelve (12) months from the last day worked, the Employer and the Union will meet to review the absence and prognosis of an employee who is on Long Term Disability.

9.04

- (a) Employees returning to work from an injury compensable under Workers' Compensation or an illness will be assigned light work as necessary for a mutually agreeable period of time.
- (b) If an employee becomes disabled with the result she is unable to carry out the regular functions of her position, the Employer will make every reasonable attempt to provide permanent accommodations to the point of undue hardship.

9.05

Modified Work

- (a) The Employer will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Employer will notify and meet with representatives of the Union and the member involved, to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Employer agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time as it is sent to the Board.

- 9.06 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim from Workplace Safety Insurance Board (W.S.I.B.) may apply to the Employer for payment equivalent to the lesser of the benefit the employee would receive from W.S.I.B. if the employee's claim was approved, or the benefit to which the employee would be entitled under the Income Protection - Short Term plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for W.S.I.B. benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 10 - NO STRIKES OR LOCKOUTS

- 10.01 The Union agrees that there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate Supervisor an opportunity of adjusting her complaint. Such complaint shall be discussed with the Supervisor within five (5) working days after the circumstances giving rise to the complaint have occurred and, failing settlement, it shall then be taken up as a grievance within five (5) working days following advice of the Supervisor's decision in the following manner and sequence:

Step No. 1

The employee with the assistance of an employee representative, if desired, shall submit a written grievance signed by her to the Manager of Health Protection/Promotion or designate. The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Manager of Health Protection/Promotion or designate will deliver her decision in writing within five (5) working days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within five (5) working days following the decision under Step No. 1 the employee and/or the Committee referred to in Article 15.01 hereof may submit the written grievance to the Director of Public Health and Emergency Services or his/her designate. A meeting will then be held between a Committee appointed by the Employer and the Grievance Committee within ten (10) working days of the submission of the grievance at Step No. 2 unless extended by agreement of the

parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. The decision of the Employer's Committee shall be delivered in writing within ten (10) working days following the date of such meeting. A copy of the second step grievance reply will be provided to the Bargaining Unit President and to the Labour Relations Officer.

- 11.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her Employee Representative. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.
- 11.03 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement, shall be originated under Step No. 2. Failing settlement under Step No. 2 within ten (10) working days, it may be submitted to arbitration in accordance with Article 11.06. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not be thereby bypassed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within ten (10) working days after the circumstances giving rise to the complaint have occurred.
- 11.04 Failing settlement under the foregoing procedure, any grievance between the parties may be submitted to arbitration as set forth in Article 11.06. If no written request for arbitration is received within ten (10) working days after the decision under Step No. 2 is given, it shall be deemed to have been settled and not eligible for arbitration.
- 11.05 Where no answer is given within the time limits specified in the Grievance Procedure, the employee concerned, the Union and the Employer shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 11.06 (a) If the Employer or the Union requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party of this Agreement, and at the same time name a nominee. Within ten (10) working days thereafter the other party shall name a nominee and notify the other party. The two (2) nominees so named shall, within ten (10) working days of the nomination of the latter of them, attempt to settle by agreement the third person to be Chairperson of the Arbitration Board. If they are unable to agree on such a Chairperson, they may then request the Labour-Management Arbitration Commission for the Province of Ontario to appoint a Chairman. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister of Labour for the Province of Ontario who shall have power to effect such appointment.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- i) A request to utilize the services of a mediator must be submitted by either party within ten (10) working days of the response at Step No. 2.
- ii) Mediation will be attended by a maximum of three (3) representatives of the Union (one (1) of whom shall be the Labour Relations Officer) and three (3) representatives of the Employer. It is understood that the grievor is also entitled to be present at mediation.
- iii) Any concessions, discussions or offers to settle the grievance which occur during mediation are without prejudice to each parties' position at arbitration.
- iv) Time spent during regular working hours at mediation and/or arbitration shall be paid at the employee's regular rate of pay.
- v) Grievances not resolved at mediation will be forwarded to arbitration in accordance with (a) above.

- 11.07 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.08 Discharge or discipline grievance may be settled by confirming the action of the Employer or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.
- 11.09 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 11.10 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses of the Chairman of the Arbitration Board.
- 11.11 Time limits fixed in complaints, grievance and arbitration procedures may be extended by the mutual consent, in writing, of the parties. It is understood that Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.
- 11.12 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration. The parties will equally share the fees and expenses, if any, of the sole Arbitrator.
- 11.13 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and it's members.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Personal Leaves

- (a) Requests for a personal leave of absence without pay will be considered on an individual basis by the Manager of Health Promotion/Protection, or designate. Such requests are to be given in writing one (1) month prior to the commencement of the leave and a written reply will be given within fourteen (14) days of its submission. In cases of an emergency, time limits may be waived.
- (b) Except where amended elsewhere in this Collective Agreement, during unpaid leaves of absence in excess of thirty (30) continuous calendar days, credit for service for purposes of vacation and sick leave will be suspended and pro-rated accordingly upon return from the leave. In addition, the employee shall become responsible for any health and welfare benefits in which she is participating.

12.02 (a) Leave for Association Business

Leave of absence for Union business shall be given without pay up to a total of thirty-five (35) days during each calendar year, providing adequate notice is given to the Employer and such leave of absence does not interfere with the continuance of efficient operation. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Employer in the amount of the daily rate of the employee. The Employer will bill the Local Association within a reasonable period of time.

(b) Leave for Local Coordinator

An employee elected to the position of Local Coordinator shall be granted, upon request, leave of absence to a total of twenty-five (25) days during each calendar year to fulfil the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. 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 full cost of such salary and applicable benefits.

(c) Leave of Absence – Provincial Committees

An employee who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request leave(s) of absence to a maximum of six (6) days to fulfill the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the employee's

salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(d) Leave of Absence for Employees on the Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence to a maximum of two (2) years without pay. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence for Board Members of the Ontario Nurses' Association will be separate from the Union Leave provided in (a) above. During such leave of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and employer contributions to benefits.

(e) An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leave of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and employer contributions to benefits.

12.03

Bereavement Leave

A full-time, regular part-time, or temporary employee will be granted leave of absence, without loss of pay, immediately following the death of members of her family up to the maximum number of days set forth in the following schedule:

- (a) Five (5) work days in the event of death of a spouse, guardian, child, step-child, father, mother, step-parent, sister and brother.
- (b) Four (4) work days in the event of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild of the employee.
- (c) Three (3) work days in the event of death of the brother-in-law or sister-in-law of the employee;
- (d) One (1) work day in the event of death of an uncle, aunt, niece or nephew, or first cousin of the employee.
- (e) One (1) work day to attend the funeral where the employee is requested to serve as a pallbearer.
- (f) One-half (1/2) work day to attend the funeral of a fellow employee.
- (g) Winter internment – In the event of a death occurring in winter, necessitating a spring internment, one (1) of the working days referred to in subsections (a), (b), or (c) may be taken at the time of internment.

The Employer may require the employee to offer documentation of the death of a relative to support a claim for paid leave under this article. Such request shall not be unreasonable or without merit.

12.04

Parental/Pregnancy Leave

Parental/pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time and as follows:

- (a) The service requirement for eligibility for parental and/or pregnancy leave shall be thirteen (13) weeks before the due date.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. The employee shall provide a medical certificate stating the due date. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child. If the employee decides to change her return date, she must give the Employer at least four (4) weeks' written notice before the change is to happen.
- (c) Pregnant employees shall be granted seventeen (17) weeks of pregnancy leave.
- (d) Natural mothers shall be granted thirty-five (35) weeks of unpaid parental leave. All other parents shall be granted thirty-seven (37) weeks of parental leave and such leave must commence no later than fifty-two (52) weeks of the child being born or coming into care. All other parents have the right to extend parental leave to twelve (12) months in total. Each parent who works for the same employer is entitled to parental leave. Natural mothers must take parental leave at the end of the pregnancy leave unless the child has not come into her care.

Written notice by the other parent to extend the parental leave to twelve (12) months in total, will be given at least four (4) weeks prior to the termination of the initially approved leave, if notification is not given prior to the commencement of the leave.

- (e) An employee shall be allowed to commence her pregnancy leave at anytime up to seventeen (17) weeks before the expected date of delivery.
- (f) An employee shall continue to accumulate seniority rights and service credits during the entire pregnancy/parental leave. While an employee is on pregnancy/parental leave the Employer shall continue to make Employer contributions to pension, life insurance, accidental death, extended health care and dental plans unless the employee has advised the Employer, in writing, that he/she does not wish to continue to make the employee contributions (if any) to such plans.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.

- (h) Employees hired on a temporary basis to replace employees who are on parental/pregnancy leaves may be released and such release shall not be the subject of a grievance or arbitration.
- (i) 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, 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. Such payment shall commence following the completion of the two-week employment insurance waiting period, and receipt of employment insurance parental/pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks of pregnancy leave and twelve (12) weeks of parental leave. 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.
- (j) The employee upon her return to work, shall be returned to the position she occupied immediately prior to commencing leave, unless the position has been discontinued in which case she shall be returned to a comparable position.
- (k) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of defined remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

12.05

If a full-time, regular part-time, or temporary employee is required to serve as a Juror in any Court of Law, required by subpoena to appear in a Court of Law, or required by subpoena to attend a coroner's inquest or College of Nurses' Hearing concerning a matter relating to her current employment, she shall not lose her regular pay because of such attendance provided that she:

- (a) Notifies the Employer immediately upon her notification that she will be required to attend court.
- (b) Presents proof of service requiring her attendance.
- (c) Promptly repays the amount (other than expenses) paid to her for such service or attendance to the Employer.
- (d) Reports for work to complete the balance of her shift once she has been excused by the Courts.

12.06 Education Leave

- (a) Employees may request to attend professional meetings (e.g. R.N.A.O., O.P.H.A., C.P.H.A., C.N.A., I.C.N.) without loss of salary and with approval of the Employer.
- (b)
 - i) The Employer may grant leave of absence with pay, exclusive of vacation, to allow an employee to attend meetings, seminars, etc. which are related to Public Health duties.
 - ii) The Employer agrees to pay the registration fees, accommodations, meals and transportation if an employee has been asked by the Employer to attend such professional meetings or educational conferences. Reimbursement for the above expenses shall be in accordance with the relevant County Expense policy.
- (c) Upon permission granted by the Employer, an unpaid education leave, up to one (1) year without loss of service or seniority may be granted in order that the employee may further his/her education when related to his/her nursing profession. Continuation of benefits during such leave will be in accordance with the terms of the insurance policies and would be at the employee's expense.
- (d) Upon permission granted by the Employer, leave of absence with pay will be granted to allow an employee to write the required examination on completion of a course of study relevant to the profession.
- (e) The Employer shall, upon successful completion of a course, attendance at which was approved by the Employer or his designate, reimburse the employee the full cost of the tuition.

12.07 Family Medical Leave

An unpaid leave of absence will be granted in accordance with the provisions of the *Employment Standards Act* up to a maximum of eight (8) weeks for any employee who has to be absent from work to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks.

ARTICLE 13 - UNION DUES

- 13.01 (a) The Employer will deduct from the pay of each employee covered by this Agreement, an amount equivalent to the regular monthly Union dues and will forward such sum to the Union by the 15th of the month following the month in which the dues were deducted. The Union shall notify the Employer in writing of the amount of such dues from time to time. The dues remittance will also include a list of names and Social Insurance Numbers from whom deductions have been made and names of terminations and new hires. A copy of this list will be also be sent to the Bargaining Unit President. In respect of newly hired employees, such deductions shall be made from their pay upon completion of their first full pay period.

- (b) In January of each year, the Employer will provide the Union with a list which includes the addresses, shown on the Employee's personal record, of all current members of the bargaining unit.

- 13.02 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction and remittance.
- 13.03 The Employer shall include on each employee's T4 slip the amount of monies deducted in the previous year and remitted to the Union, for Income Tax purposes where such information is or becomes readily available through the Employer's payroll system.

ARTICLE 14 - BENEFITS

- 14.01 Subject to the terms and conditions of the insurance policies, the Employer agrees to pay 100% of the premium cost of health and dental benefits for permanent full-time and regular part-time employees until age 65. For further details refer to the benefit booklets or the online benefits through the insurance providers' websites.
- Coverage will include once per lifetime per family six hundred dollars (\$600.00) for crowns and denture fabrication, payable upon presentation of receipt. This benefit is self-insured and is taxable at the time of payment.
- 14.02 In addition to the Canada Pension Plan all eligible employees at the time of hiring shall join the Ontario Municipal Employee's Retirement System. The Employer and employee shall make contributions in accordance with the provisions of the Plan.
- As defined by O.M.E.R.S., "Other than Continuous Full-time Employees" are eligible on a voluntary basis, to join the plan if during each of the two immediately preceding calendar years they have worked at least 700 hours, or earned at least 35% of the Year's maximum Pensionable Earnings (YMPE) as defined under the Canadian Pension Plan. It should be noted, however, that once an employee joins OMERS the employee cannot opt out at a later date or if there is an employment status change, for example a change in status from full-time to part time.
- 14.03 The Employer may substitute another carrier for any of the insured plans referred to herein provided that the level of benefits will be equivalent to plans presently in effect.
- 14.04 The benefits provided will apply to unmarried dependent children over the age of twenty-one (21) but less than twenty-five (25) years of age providing they are attending school full-time. They will also apply to unmarried dependents who are incapable of financial self-support due to a physical or mental disability.
- 14.05 Where there is any discrepancy between the insurance information booklets provided to employees and the insurance policies, the insurance company's master contract shall govern. A copy of the insurance company's master contract will be provided to the Union upon request.

ARTICLE 15 - UNION REPRESENTATION

- 15.01 The Employer will recognize a Committee of two (2) employee representatives, the grievor, and if requested, a representative of the Ontario Nurses' Association, to attend grievance meetings hereunder. The Union agrees to supply the Employer with the names of the members of the Committee and of changes thereto.
- 15.02 It is understood that the employee representatives have their regular work to perform on behalf of the Employer. If it is necessary for an employee representative to service a grievance during her working hours, she shall first obtain the permission of the Supervisor and such permission shall not be unreasonably withheld.
- 15.03 There shall be an Employer-Union Committee comprised of three (3) representatives of the Union, one (1) of whom shall be the Bargaining Unit President and three (3) representatives of the Employer. The function of the Committee shall be to discuss matters of mutual concern but it is understood and agreed that the Committee will not discuss grievances. The Committee shall meet every three (3) months or at other mutually convenient times under the chairmanship of the Employer.
- 15.04 The Employer shall recognize the Union's Negotiating Committee composed of two (2) representatives of the Bargaining Unit and in addition, the Labour Relations Officer of the Ontario Nurses' Association. Time spent during regular working hours in negotiating renewal Collective Agreements up to and including conciliation shall be paid at the employee's regular rate of pay.

ARTICLE 16 - NO DISCRIMINATION OR COERCION

- 16.01 The Employer agrees that there will be no discrimination, interference, restriction or coercion exercised or practised by any of its representatives with respect to any employee because of her membership or non-membership in the Union.
- 16.02 The Union agrees that there will be no intimidation, interference or coercion exercised or practised by any employee of the Employer, by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 16.03 The parties agree that there shall be no discrimination under the terms of the Ontario Human Rights Code.

ARTICLE 17 - CAR ALLOWANCE

- 17.01 Effective upon ratification, the mileage reimbursement rate will be in accordance with the Canada Revenue Agency (CRA) provisions and all future changes will be in accordance with these provisions.
- 17.02 Each employee, who provides proof of coverage, shall be paid by January 31 of each year, fifty dollars (\$50.00) towards the cost of business insurance. Acceptable proof of coverage is a letter from the insurance carrier that the employees' policy includes business insurance. This allowance shall be prorated for new hires.

17.03 Mileage is not paid for any travel from home to work and vice-versa except as follows:

- (a) Mileage will be paid from the employee's respective Health Unit office to the first call of the day and from the last call of the day back to the Health Unit Office. Where the employee elects to go directly from home to the first scheduled call of the day, or the last call of the day to home, she shall receive the lesser of the mileage between the Health Unit and the call or home and the call if the employee resides within Oxford County or to the County line if she resides outside Oxford County.
- (b) When an employee is required to work on Saturday, Sunday or paid holidays, she may claim mileage from home to the call and vice-versa if the employee resides within Oxford County or to the County line if she resides outside Oxford County.

ARTICLE 18 - JOB SHARING

18.01 To recognize that some employees desire a more flexible working arrangement than is currently provided in the Collective Agreement between County of Oxford and the Ontario Nurses' Association, the parties agree to take part in a job sharing arrangement, whereby two employees share a full-time position normally held by one.

18.02 Save and except as provided otherwise, job sharers shall be treated as regular part-time employees and covered by the terms and conditions of the Collective Agreement.

- (a) Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Where the job sharing arrangement arises out of the filling of a vacant full-time position, 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 request 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. One to two years of Public Health experience would be an asset to ensure familiarity with policies and procedures and to prevent excessive supervision.
- (c) If one of the job sharers leaves the arrangement, the job share position will be posted internally for ten (10) consecutive working days. If there is no successful applicant, the job sharing position and the remaining employee shall revert to a full time position.
- (d) The agreement of the parties to post the vacant job share positions as outlined in (b) and (c) above, may include advertising externally in order to fill the vacancies if there are no internal applicants. The parties agree that the

employer may, for acceptable cost control reasons, choose not to extend the postings to external applicants.

18.03 Hours of Work

Each employee involved in job sharing shall work one half the hours of a full-time employee.

18.04 Seniority

Effective December 9, 1993, each employee involved in the job sharing arrangement will accumulate seniority and service based on the total number of regular hours worked exclusive of premium hours.

18.05 Holidays

Each job sharer shall receive one-half the holiday entitlement of a full-time employee. In the pay period where a paid holiday(s) occur, each job sharer will work an equivalent number of the remaining hours of work.

18.06 Vacation

Job Sharers shall be entitled to vacation with pay as according to the Collective Agreement.

18.07 Sick Leave

Job sharers shall be entitled to sick leave as provided for regular part-time employees.

18.08 Union Dues

Each job sharer shall pay an amount equal to the regular monthly dues of the Union.

18.09 Benefits

The extended health and dental package for the two employees shall not exceed the cost of benefits for one full-time employee. The job sharers may each choose to take the extended health and dental provided each employee consents to the deduction of her half of the premium costs from her pay or one employee may take the extended health and dental at no cost to that employee. Employees enrolled in OMERS will continue to participate in OMERS.

18.10 Car Allowance

Job sharers will receive car allowance as provided in Article 17.

18.11 Salary

Each job sharer will be paid at her appropriate hourly rate. She shall progress to the next level on the salary schedule on the basis of every one thousand, five hundred and forty (1540) regular hours paid exclusive of premium hours.

18.12 Discontinuation

Either party may discontinue the job sharing assignment with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties, including the union, within fifteen (15) days to discuss the discontinuation. Such discontinuation shall not be unreasonable or arbitrary.

ARTICLE 19 - PRE-PAID LEAVE PLAN

19.01 The Employer agrees to introduce a pre-paid leave program funded solely by the employee for personal and professional development, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with the Income Tax Regulations, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be two (2). The year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union, and the Employer.
- (d) Written applications will be reviewed by the Employer. The Employer shall reply to the request(s) at least five (5) months prior to the intended commencement date of the program. Seniority shall be the governing factor where the number of applications exceeds the number of employees who may be absent at any one time.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) Interest earned as deferred salary shall be paid to the employee and reported as employment income in the year it is earned.

- (h) All deferred salary plus interest accrued in the final year of deferral shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee. All monies held by the Employer under the plan shall be paid out to the employee no later than the end of the first taxation year that commences after the end of the deferral period.
- (i) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating.
- (j) Employment insurance premiums shall be based on the employee's gross salary (including deferred salary) during the period of deferral. No unemployment insurance premiums will be withheld during the leave period.
- (k) Canada Pension Plan premium and Income Tax deductions shall be in accordance with the actual amounts paid to the employee during the period of deferral and the period of leave.
- (l) Contributions to OMERS shall be based on gross salary (including deferred salary) during the period of deferral. The leave period will be treated as Broken Service and may be purchased by the employee as credited service.
- (m) Following the leave period, the employee must return to the Employer or another employer that participates in similar arrangements for a period that is not less than the leave period.
- (n) An employee may only withdraw from the plan under extenuating circumstances, such as for reasons of financial hardship, with the prior consent of the Employer. Participation in the plan will also terminate on death or on termination of employment. Following termination, deferred salary plus accrued interest will be returned to the employee, or to the estate, within a reasonable period of time, in accordance with the financial plan in which the deferred salary is held. All monies held must be paid out to the employee or the estate no later than the end of the first taxation year that commences after the end of the deferral period.
- (o) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. Employees hired as a temporary replacement may be released and such release shall not be the subject of a grievance or arbitration.
- (p) The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (q) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:

- i) A statement that the employee is entering the pre-paid leave program in accordance with Article 19 of the Collective Agreement.
- ii) The period of salary deferral and the period for which the leave is requested.
- iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 20.01 The Union and the Employer shall participate in a Joint Health and Safety Committee in accordance with the provisions of the Occupational Health and Safety Act. Meetings shall take place at times mutually agreeable to both parties. This committee shall have one (1) representative and one (1) alternate appointed by the Union. At no time shall the number of employer representatives exceed the number of worker representatives on the Committee. It is a mutual interest of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The Employer shall provide orientation and training in health and safety to new and current employees as required by legislation and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act.

ARTICLE 21 - MISCELLANEOUS

- 21.01 The Employer will issue a copy of this Agreement in a mutually agreed upon format to each employee now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer.
- 21.02 The Employer shall provide bulletin boards in the various Health Unit offices to be used solely by the Union to post notices of meetings and such other notices which are of interest to the employee.
- 21.03 Access to Files
- (a) A copy of any completed evaluation which is to be placed in an 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 Supervisor. A copy of the evaluation will be provided to the employee at her request.

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

- (c) Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twelve (12) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free.

21.04 The Employer and the employees recognized the need for up to date certification in C. P. R. or equivalent instruction. The employer agrees to reimburse the cost of the course to all Full-time, regular Part-time and Temporary employees following presentation of proof of the employee's successful completion of a C. P. R. or equivalent recertification program.

21.05 Storm leave

- (a) Where weather conditions are such that an employee is unable to report to the office to which she is assigned, this absence may be charged to annual vacation credits, or compensatory time credits.
- (b) If the office is closed by the Employer the employee shall not suffer a loss of pay for time lost.
- (c) Lateness due to weather is not penalized, unless the amount of time is unreasonable.

21.06 Where the Employer makes an error on an employee's pay, such that the employee's pay is reduced, the Employer shall correct the error on the next pay.

Where the Employer makes an error on an employee's pay that results in an overpayment, it will be repaid in accordance with a repayment agreement reached between the Employer, and the employee. Such agreement will not be unreasonably withheld by any of the parties involved.

ARTICLE 22 - DURATION OF AGREEMENT

22.01 This Agreement shall be in effect from January 1, 2016 to December 31, 2018 and shall remain in effect from year to year thereafter unless either party gives to the other party written notice of termination or desire to amend this Agreement.

22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating within fifteen (15) days after the giving of such notice if required to do so.

ARTICLE 23 - RETROACTIVITY

23.01 Money owed to the employees who are in the employ of the County of Oxford on the date of ratification as a result of the retroactive increase to Schedule "A" shall be paid within four (4) weeks following ratification. Employees who were employed by the County of Oxford subsequent to January 1, 2016 and who have left its employ prior to the ratification must contact Payroll within 2 weeks following ratification to request their entitlement to retroactive pay based on their hours of work since January 1, 2016.

Dated at Woodstock on this 1st day of March, 2017

**FOR THE
COUNTY OF OXFORD**

FOR THE UNION

Amy Smith

Kathi Wilkins-Snell
Labour Relations Officer

Sarah Hamulecki

Lesley Leach

Susan MacIsaac

Lynn Beath

LETTER OF UNDERSTANDING

Between:

COUNTY OF OXFORD

And:

ONTARIO NURSES' ASSOCIATIONRe: On Call/Standby and Call Back – Postpartum Program

In order to meet the Ministry Guidelines re: postpartum care, the parties agree to the following:

1. An employee who is required to be available for weekend postpartum coverage will be on call/standby for any three (3) hours on Saturday. The employee will be paid three (3) hours pay at her regular straight time hourly rate for this period whether required to attend work or not. Where she is unable to complete her work within this three (3) hour period, she shall be paid at the rate of time and one-half (1 ½) her straight time hourly rate for all time spent outside this period.
2. Where the requirement to be on call occurs on a holiday weekend, the period for on call/standby will be scheduled on the middle day of the holiday weekend or every other day as may be required. The period of on call/standby and call back will be paid at time and one-half (1 ½) the employee's straight time hourly rate. Should the on call/standby and call back fall on the day of the holiday, compensation shall be at double time in accordance with Article 7.03 of the Collective Agreement.
3. Payment for on call/standby and call back shall be in addition to the holiday pay to which the employee is entitled.
4. The on call/standby schedule will be developed on an equitable basis amongst the employees required to be on call and such schedule shall be posted one (1) month at a time. Employees may exchange on call/standby assignments with each other so long as the hours are covered.
5. Employees assigned on call/standby will be provided with a portable fax machine and cell phone or similar device, for the purpose of communication.
6. Employees assigned on call/standby will receive payment in time or money at the appropriate straight time or premium rate, as the case may be. The employee shall notify the employer prior to the period of on call/standby whether she chooses time or money for the upcoming period of on call/standby.
7. The employee will be reimbursed for all costs incurred during on call/standby and call back, such as long distance charges, mileage, etc.

Re: On Call/Standby and Call Back – Postpartum Program
Page two

Dated at Woodstock on this 1st day of March, 2017

**FOR THE
COUNTY OF OXFORD**

FOR THE UNION

Amy Smith

Kathi Wilkins-Snell
Labour Relations Officer

Sarah Hamulecki

Lesley Leach

Susan MacIsaac

Lynn Beath

**LETTER OF UNDERSTANDING
PAY EQUITY MAINTENANCE PLAN**

AS REQUIRED BY THE PAY EQUITY ACT, 1987

Between:

COUNTY OF OXFORD

And:

ONTARIO NURSES' ASSOCIATION

Re: Pay Equity Maintenance Plan

The parties agree to the following terms for a Pay Equity Maintenance Plan agreed to as a result in a change of male comparator:

1. The female job classification is Public Health Nurse.
2. The male comparator is Public Health Inspector.
3. The parties agree that in order to maintain pay equity the Public Health Nurse's wage rate will be 103.5% of the Public Health Inspector's wage rate.
4. The parties agree that the current differential between the Public Health Nurse wage rate and the Registered Nurse wage rate will be maintained.
5. The comparison of wage rates will occur upon ratification of this agreement by both parties and when any change in the wage rate of the male comparator occurs.
6. In compliance with the Act, pay equity shall be maintained. The Union will be notified if the male comparator job disappears, or significantly changes in content, and the parties will negotiate a replacement. The employer shall provide, upon request, the salary rate increases and benefit improvements to the identified male comparator job.

Dated at Woodstock on this 1st day of March, 2017

**FOR THE
COUNTY OF OXFORD**

FOR THE UNION

Amy Smith

Kathi Wilkins-Snell
Labour Relations Officer

Sarah Hamulecki

Lesley Leach

Susan MacIsaac

Lynn Beath

LETTER OF UNDERSTANDING

Between:

COUNTY OF OXFORD

And:

ONTARIO NURSES' ASSOCIATION

Re: Standby – Public Health Emergencies or Emergencies with Public Health Implications

In the event the employer implements standby relative to public health emergencies or emergencies with public health implications the parties agree to meet to negotiate the terms and conditions.

Dated at Woodstock on this 1st day of March, 2017

**FOR THE
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FOR THE UNION

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LETTER OF UNDERSTANDING

Between:

COUNTY OF OXFORD

And:

ONTARIO NURSES' ASSOCIATION

Re: Public Health Nurse – 10 Month School Health Assignment

The Public Health Nurse in this (0.8) assignment, recognized in article 2.02 (a), will be scheduled to work five (5) days per week for a ten (10) month consecutive period and will be required by the Employer to take an unpaid leave of absence from July 1 to August 31 inclusive each year. With mutual agreement the duration of the leave of absence can be shortened to accommodate for the preparation of the school assignment.

All terms and conditions of the Collective Agreement will apply except as amended by this Letter of Understanding.

- i) vacation benefits will be payable on a prorated basis
- ii) short term disability benefits will be provided for the ten (10) month working period only

Coverage for group benefits and long term disability apply for the full twelve (12) month period. The nurse's service with regard to progression in entitlement for vacation or short term disability will accrue as a full-time employee.

The parties further agree that should the employer require additional positions where an unpaid leave of absence is to be taken during the summer months the employer will require the Union's agreement.

Dated at Woodstock on this 1st day of March, 2017

**FOR THE
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Amy Smith

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LETTER OF UNDERSTANDING

Between:

COUNTY OF OXFORD

And:

ONTARIO NURSES' ASSOCIATION

Re: Special Funding

The parties recognize that the Employer can, from time to time, receive special/additional funding to hire an employee(s) on a temporary basis. The Employer agrees to meet with the Union when such opportunities arise to determine such terms and conditions of employment within restrictions imposed by the funding organization.

Dated at Woodstock on this 1st day of March, 2017

**FOR THE
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FOR THE UNION

Amy Smith

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LETTER OF UNDERSTANDING

Between:

COUNTY OF OXFORD

And:

ONTARIO NURSES' ASSOCIATION

Re: Public Health Planner Classification

1.0 The parties agree that in the event the Employer selects a registered nurse or graduate nurse as a successful candidate to fill a vacancy in the job classification of Public Health Planner (CUPE), she will be placed in the ONA bargaining unit and will receive the CUPE rate of pay for the Public Health Planner classification. The ONA Collective Agreement shall govern with respect to all other aspects in relation to the registered or graduate nurse, with the exception of the wage schedule.

2.0 Further, all parties agree that vacancies in the Public Health Planner position shall be posted in accordance with the CUPE Bargaining Unit Collective Agreement.

3.0 If the Employer selects a non-registered nurse or non-graduate nurse to fill a vacant full-time Public Health Planner position, ONA agrees that it will not file a grievance in the event the vacancy was previously held by a registered nurse or graduate nurse.

4.0 In the event of a layoff in a Public Health Planner position placed in the ONA bargaining unit (as per clause 1.0 above), it is understood that the registered nurse or graduate nurse in the Public Health Planner position affected will be entitled to bump within the ONA bargaining unit only pursuant to the ONA Collective Agreement.

Dated at Woodstock on this 1st day of March, 2017

**FOR THE
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LETTER OF UNDERSTANDING

Between:

COUNTY OF OXFORD

And:

ONTARIO NURSES' ASSOCIATION

Re: On Call/Standby

When it is determined that the Employer requires Public Health Nurses to be on call the parties agree to meet and determine the type of work to be performed and who within the bargaining unit will be required to be available to work on call prior to any implementation by the Employer.

Dated at Woodstock on this 1st day of March, 2017

**FOR THE
COUNTY OF OXFORD**

FOR THE UNION

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SCHEDULE "A"**SALARY SCHEDULES – ONA RATES OF PAY****Registered Nurse – Hourly Rates**

	January 1, 2016 1.5%	January 1, 2017 1.5%	January 1, 2018 1.5%
Start	\$30.35	\$30.81	\$31.27
Year 1	\$30.94	\$31.40	\$31.87
Year 2	\$32.38	\$32.87	\$33.36
Year 3	\$34.18	\$34.69	\$35.21
Year 4	\$35.44	\$35.97	\$36.51
Year 5	\$37.72	\$38.29	\$38.86
Year 6	\$38.48	\$39.06	\$39.65
Year 7	\$39.30	\$39.89	\$40.49
Year 8	\$41.77	\$42.70	\$43.67

Public Health Nurse – Hourly Rates

	January 1, 2016 1.5%	January 1, 2017 1.5%	January 1, 2018 1.5%
Start	\$32.40	\$32.89	\$33.38
Year 1	\$33.00	\$33.49	\$33.99
Year 2	\$34.51	\$35.03	\$35.56
Year 3	\$36.39	\$36.94	\$37.49
Year 4	\$37.72	\$38.29	\$38.86
Year 5	\$40.15	\$40.75	\$41.36
Year 6	\$40.95	\$41.56	\$42.18
Year 7	\$41.79	\$42.42	\$43.06
Year 8	\$44.39	\$45.06	\$45.74

Nurse Practitioner – Hourly Rates

	January 1, 2016 1.5%	January 1, 2017 1.5%	January 1, 2018 1.5%
Start	\$48.68	\$49.41	\$50.15
Year 1	\$50.22	\$50.97	\$51.73
Year 2	\$51.73	\$52.51	\$53.30
Year 3	\$54.83	\$55.65	\$56.48
Year 4	\$55.39	\$56.22	\$57.06