

**COLLECTIVE AGREEMENT**

Between:

**GREY BRUCE HEALTH UNIT**  
(hereinafter referred to as "the Employer")

And:

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

**Expiry Date: December 31, 2019**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. It is recognized that employees wish to work co-operatively with the Employer to provide the best possible community health services.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Grey Bruce Health Unit, save and except supervisors, persons above the rank of supervisor and classifications and employees represented by another Union.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* as amended.
- 3.02 A nurse who holds a Temporary Certificate of Registration, must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.
- 3.03 A full time employee is one who works thirty-five (35) hours per week on a regularly scheduled basis.
- 3.04 A part-time employee is one who works less than thirty-five (35) hours per week on a regularly scheduled basis.
- 3.05 A probationary employee is a new employee who is hired on a permanent basis but who has not yet completed one thousand (1000) hours worked in the case of a new full-time hire. In the case of a new part-time hire, a probationary employee is a new employee who is hired on a permanent basis but who has not yet completed the pro-rated number of hours for part-time FTE allocation (i.e. a 0.5 FTE would complete 500 hours worked as a probationary employee).
- 3.06 A temporary employee is one who is required:
- (a) to replace an employee who:
    - i) is on vacation: or

- ii) is temporarily transferred to another position with the Employer; or
  - iii) is on an approved leave of absence; or
  - iv) has a compensable or non-compensable accident or illness: or
- (b) to temporarily fill a vacant permanent position while action is being taken to fill the permanent position; or
- (c) for a specific period of one or more days or to perform a specific project not to exceed six (6) months unless the parties agree to an extension in writing.
- 3.07 Part-time employees selected to fill a temporary vacancy or to temporarily fill a vacant permanent position shall retain their part-time status for the purposes of this Agreement and shall return to their original position at the end of the temporary assignment.
- 3.08 (a) Provided there is no break in service of more than three (3) months, a temporary employee who is hired as a permanent employee shall have a service date based on the employee's last date of hire as a temporary full-time employee or temporary part-time employee.
- (b) In the event there is a break in service of more than three (3) months, a temporary employee who is subsequently hired as a permanent employee shall have a service date based on the employee's date of hire as a permanent employee.
- 3.09 In this Agreement, the use of a feminine pronoun shall be construed as if the masculine pronoun had been used where the context so requires.
- 3.10 For the purpose of this Agreement, "working days" means days in which the Employer's offices are open.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The parties agree that there shall be no discrimination against any employee for reasons of age, sex, sexual orientation, marital status, race, creed, colour, political or religious affiliation, nationality, or union activity or any other factor governed by the *Ontario Human Rights Code*.
- 4.02 The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practised by them or their representatives upon employees because of membership or non-membership in the Association.
- 4.03 The Association agrees that there shall be no solicitation of members or other Association activities on the premises of the Employer or during working hours except as permitted by this Agreement. It is understood that no meetings by the Association or its members will be held on the premises of the Employer at any time without the prior approval of the Department Manager HR or designate.

## **ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS**

- 5.01 The Association recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Employer. The Employer, therefore, retains all rights not otherwise specifically and expressly abridged in this Agreement.
- 5.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01 There shall be no strikes or lockouts during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Labour Relations Act, 1995*, as amended.
- (a) "Lockout" includes the closing of a place of employment, a suspension of work or a refusal by an Employer to continue to employ a number of his employees, with a view to compel or induce his employees, or to aid another Employer to compel or induce his employees, to refrain from exercising any rights or privileges under this *Act* or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the Employer, an Employer's organization, the trade union, or the employees.
- (b) "Strike" includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designed to restrict or limit output.

## **ARTICLE 7 - ASSOCIATION REPRESENTATION**

- 7.01 The Employer agrees to recognize two (2) employee representatives and one (1) alternate employee representative to be elected or appointed from amongst the employees in the Bargaining Unit for the purpose of presenting grievances under Article 9 - Grievance Procedure.
- 7.02 Grievance Committee
- The Employer recognizes an Association grievance committee composed of two (2) employees and one (1) alternate for the purpose of processing grievances on behalf of employees in the bargaining unit. Such committee may have the assistance of an O.N.A. staff representative at any time.

7.03 Negotiating Committee

The Employer acknowledges the right of the Association to appoint or elect three (3) employees of the Health Unit to a committee to negotiate with the Employer with regard to the renewal of this Agreement. Such committee may have the assistance of an O.N.A. staff representative in negotiations with the Employer.

7.04 Management/Association Committee

The Employer recognizes a Management/Association Committee composed of three (3) representatives of both the Employer and the Local Association.

The function of this committee is to discuss matters of mutual concern. It is understood that grievances or negotiations shall not be discussed by this Committee. Meetings shall be convened by consent or at least two (2) times a year. The committee may be expanded as necessary by mutual consent. The final approved original copy of the minutes of the meeting shall be sent to the Department Manager HR or designate. Copies of such final approved minutes of the meeting shall be forwarded to the MOH and the Chair of the Board of Health.

7.05 Joint Occupational Health and Safety Committee

- (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Public Health Unit in order to prevent unforeseen incidents, injury and illness.
- (b) The Association shall have at least one (1) representative and one (1) alternate representative on the Joint Occupational Health and Safety Committee. The Committee shall meet in accordance with the requirements of the *Occupational Health and Safety Act*.

7.06 The Association acknowledges that the representatives of the Association have regular duties to perform on behalf of the Employer, and that such employees will therefore, not leave their regular duties without first obtaining permission to do so from their Manager. It is understood that the discussion of grievances and the taking of time away from regular duties shall be kept to a minimum, and therefore, permission shall not be unreasonably withheld. Representatives shall return to their regular duties as expeditiously as possible. The Employer reserves the right to limit such time if the time requested is unreasonable.

- 7.07 (a) Employee Representatives and Committee Members shall receive their regular rates of pay at straight time for time spent in Employer/Association meetings during their normally scheduled hours of work to a maximum of seven (7) hours per day.
- (b) Each party shall be responsible for their own costs, including wages in the eventuality a third party becomes involved in the negotiation process. Each of the parties shall equally share the fee and expenses, if any, charged by a third party during the conciliation and/or mediation process.

- 7.08 The Association shall notify the Employer in writing of the names of its officers, representatives and committee members. The Employer shall not be required to recognize any representative until such notification from the Association has been received.
- 7.09 A request by a representative of the Ontario Nurses' Association for access to the Employer's premises for the purpose of consulting with a committee representative or the Employer shall not be unreasonably withheld.
- 7.10 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employees of the Employer.
- 7.11 An officer of the Association shall be allowed sufficient time outside regular working hours to hold a meeting on the Employer's premises with prospective Association members during their orientation period.
- 7.12 Professional Responsibility
- (a) The parties agree that Client/Community care is enhanced if concerns relating to professional practice, Client/Community acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.
  - (b) The Employer agrees to recognize a committee of two (2) Bargaining Unit members for the examination of matters relating to quality and quantity of nursing care. Should this Committee and Health Unit representatives be unable to resolve a problem satisfactorily, either party may request the Minister of Health to appoint a public health nursing consultant from the Ontario Ministry of Health to adjudicate the differences. The findings of the nursing consultant will be accepted by the parties to this Agreement.

## **ARTICLE 8 - ASSOCIATION SECURITY**

- 8.01 The Employer shall deduct each month from the wages of employees covered by this Agreement, such monthly dues as may be adopted and designated by the Association. The Association dues shall be deducted from the employee's pay each month beginning with the month in which the employee commences employment.
- 8.02 The Association shall notify the Employer in writing of the amount of such dues and shall notify the Employer in writing of any changes in these amounts during the term of this Agreement.
- 8.03 Dues deducted pursuant to paragraph 8.01 together with a list of the names, addresses and Social Insurance Numbers of the employees from whom such deductions have been made shall be remitted by the Employer to the Association at its business office, not later than the fifteenth (15th) day of the month following the month in which the deductions were made. The list shall also include terminations, new hires and employees on leaves of absence.

- 8.04 The Association shall indemnify and save the Employer harmless from any and all claims with respect to all dues so deducted and remitted under the terms of this Article.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee may present an oral complaint at any time, without recourse to the grievance procedure herein.
- 9.02 A grievance shall be defined as a complaint regarding the interpretation, application or alleged violation of this Agreement.
- 9.03 It is understood that an employee has no grievance until she has first given her Manager or designate an opportunity to address her complaint. If an employee has a complaint she shall, with the assistance of an employee representative if she desires, discuss it with her Manager or designate. In order to be considered a grievance, such discussion must take place within ten (10) working days after the circumstances giving rise to the complaint first occurred or originated, or within ten (10) working days of the time she reasonably ought to have known of the circumstances. The Manager or designate shall communicate a reply to the complainant within ten (10) working days of the discussion. If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner and sequence:

### **Step No. 1**

The employee may with the assistance of a member of the grievance committee if she desires, submit a signed, dated written statement of such grievance (on a form supplied by the Association) to the Director of Program or designate within ten (10) working days after she has received a reply from her Manager or designate. The nature of the grievance, the article(s) of the Agreement that has been violated or misinterpreted, and the relief or remedy sought shall be clearly set out in the grievance. The Director of Program or designate shall deliver her decision in writing within ten (10) working days following the day on which the grievance was presented to her. Failing settlement, then:

### **Step No. 2**

Within ten (10) working days following the decision under Step No. 1 the employee may, with the assistance of a member of the grievance committee if desired, present the written grievance to the Director, Finance and Administration or designate who will hold a meeting within ten (10) working days with the grievor, an employee representative and the ONA representative, if requested by either party, to discuss the grievance. The Director, Finance and Administration or designate will give their decision in writing within ten (10) working days from the date of the meeting.



9.04 A grievance arising directly between the Employer and the Association concerning the general interpretation or application of this Agreement, shall be originated under Step No. 2.

However, it is expressly understood that the provisions of this paragraph may not be used by the Association to institute any individual grievance directly affecting an employee which such employee could herself institute and the regular grievance procedure shall not therefore be bypassed.

Any grievance by the Employer or the Association as provided for in this paragraph shall be commenced within ten (10) working days after the original circumstances giving rise to the grievance have occurred or within ten (10) working days of the time the grieving party reasonably ought to have known of the circumstances. The grievance must be signed by the Director, Finance and Administration or the designated Executive Officer of the Chartered Local, respectively, or their designates. The reply on behalf of the Association in Step No. 2 shall be made by the designated Executive Officer of the Chartered Local in writing within ten (10) working days from the date of the meeting.

- 9.05
- (a) An employee other than a temporary or a probationary employee, claiming that she has been disciplined without just cause may file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step No. 2 of the Grievance Procedure providing such grievance is lodged with the Director, Finance and Administration or designate within ten (10) working days of the discipline.
  - (b) In the event there is a meeting with an employee at which she is to be suspended or discharged, said employee shall have the right to request that an employee representative attend said meeting. The Employer shall notify the employee of this right in advance of the meeting.
  - (c) The reasons for any disciplinary action including the discharge of any employee, shall be reduced to writing and given to the employee and the designated Executive Officer of the Chartered Local.

9.06 The parties expressly agree that this Article does not apply in the case of lay-off, failure to recall from lay-off or discharge for any reason whatsoever of a temporary or a probationary employee.

9.07 Any step of the Grievance Procedure may be waived by mutual agreement confirmed in writing between the Employer and the Association.

9.08 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified shall be deemed to have been dropped and if commenced considered to have been settled on the basis of the Employer's reply to the grievance. However, time limits specified in the Grievance Procedure may be extended by mutual agreement confirmed in writing between the Employer and the Association. If no written answer has been given to the grievance within the time limits specified, the grievor shall be entitled to submit the grievance to the next stage including Arbitration.

- 9.09 All agreements arrived at between the Employer and the Association on the disposition of any specific employee, Association or Employer grievance shall be final and binding upon the Employer, the Association and the employees concerned.
- 9.10 If final settlement of a grievance is not reached at Step No. 2 including the question of whether a matter is arbitrable, then the grievance may be referred in writing by either party to arbitration as provided in Article 10 - Arbitration, at any time within ten (10) working days after the final decision is given in Step No. 2 or showing a post mark no later than eight (8) days after the final decision is given in Step No. 2. If no such written request for Arbitration is received within the time limits then the grievance shall be deemed to have been abandoned.

### **ARTICLE 10 – ARBITRATION**

- 10.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application or alleged violation of this Agreement, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 9 and which has not been settled or abandoned, may be referred to a single arbitrator or by mutual agreement to a Board of Arbitration at the written request of either of the parties hereto.
- 10.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Association, and the third [3<sup>rd</sup>] person to act as Chairperson chosen by the other two (2) members of the Board.
- 10.03 The notice shall contain the name of the first party's appointee to an Arbitration Board in the event a Board is requested. Within ten (10) full working days of the written request by either party for a single arbitrator or Board of Arbitration, the other party shall nominate an arbitrator or its nominee to the Board if it agrees to a Board of Arbitration. The parties or nominees shall, within ten (10) full working days after the reply of the second [2<sup>nd</sup>] party, endeavour to agree to the single arbitrator or Chairperson respectively.
- 10.04 Should the parties fail to agree on a single Arbitrator, or if the recipient fails to appoint a nominee, or if the two (2) nominees fail to agree on a Chairperson within the time limit, the appointment shall be made by the Ministry of Labour of the Province of Ontario in accordance with the provisions of the *Ontario Labour Relations Act*, upon the request of either party.
- 10.05 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 10.06 The decision of the Arbitrator or Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of an unanimous decision, the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairperson will be final.

- 10.07 (a) The Arbitrator or Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- (b) The Arbitrator or Board of Arbitration shall have no jurisdiction to hear a lay-off, failure to recall from lay-off or discharge grievance put forth by or on behalf of a temporary or a probationary employee.
- 10.08 Each of the parties hereto shall bear the fee and expenses of the nominee appointed by it and the parties shall equally share the fee and expenses of the Chairperson of the Arbitration Board.
- 10.09 Time limits fixed in this Article may be extended by mutual agreement confirmed in writing between the Employer and the Association.

#### **ARTICLE 11 - ACCESS TO FILES AND DISCIPLINE**

- 11.01 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. A copy of the evaluation will be provided to the employee at her request.
- 11.02 Upon giving reasonable notice to the Employer, an employee may review her personnel file in the presence of her Manager.
- 11.03 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that there has been no further discipline during that time period.

#### **ARTICLE 12 – SENIORITY**

- 12.01 Subject to 12.07 (a), seniority is based upon the length of continuous employment with the Employer since the last date of hire but adjusted to recognize any periods of leave of absence in which seniority was maintained but did not accumulate.
- 12.02 Seniority lists showing each employee's name, job classification, date of employment, and amount of seniority shall be posted in each of the Employer's locations in which employees work on March 31st and September 30<sup>th</sup> of each year.
- Written complaints concerning the accuracy of such lists shall be considered within thirty (30) days of the posting and, if no complaint is received within that time, it shall be deemed to be accurate and such lists will then be sent to the Association.

12.03 (a) The probationary period referenced in Article 3.05 may be extended by agreement of the Employer, the Association and the employee concerned. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

On successful completion of the probationary period an employee shall be placed on the seniority list and her seniority shall date from the date of last hire in accordance with clause 12.01 above. Employees acquiring seniority on the same date shall be added to the appropriate position on the seniority list by the "flip of a coin" or a mutually agreed equally random system, in the presence of the employees affected and a Union Representative.

(b) Where any employee who has completed their probationary period, changes job classification on a permanent basis, the Employer or employee will have ninety (90) calendar days from the date of hire in a new position, to determine if the new position is suitable. Within such a trial period, if either the Employer or the employee determines that the position is not suitable, the employee shall have the right to revert back to her former position.

(c) Where any employee has not yet completed their probationary period prior to a change in job classification, their probationary period shall continue in the new position until the completion of such probationary period as set out in 12.03 (a) above and such terms and conditions as set out in 12.03 (b) above shall apply.

(d) Employees hired, promoted or transferred to backfill for employees as stated above, will be deemed to be temporarily in such positions for the duration of the ninety (90) day familiarization period with the same rights and privileges outlined in Article 12.03 (b) and (c) above.

12.04 Seniority for part-time employees shall accumulate in accordance with the number of hours worked since the last date of hire, such that one thousand five hundred (1500) hours worked is equivalent to one (1) year of seniority.

12.05 Seniority and service as calculated in accordance with 12.04 shall be retained and transferred by an employee when she elects to transfer from full-time to part-time and vice versa.

12.06 Temporary employees have no seniority rights under this Agreement.

12.07 (a) Seniority for a temporary employee who is subsequently hired as a permanent employee shall date from the date of last hire as a temporary employee provided there is no break in service with the Employer. It is understood that all hours of work from date of last hire as a temporary employee shall count towards the employee's probationary period.

- (b) Any temporary employee with more than six (6) months break in service shall be treated as a new hire.
- 12.08
- (a) Subject to 12.09 seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
    - i) approved leave of absence with pay;
    - ii) approved leave of absence without pay up to two (2) continuous months in any one (1) year;
    - iii) when in receipt of Workplace Safety and Insurance Board (WSIB) benefits as a result of injury or illness received while in the employment of the Employer;
    - iv) when in receipt of Short Term Disability Benefits as set out herein;
    - v) while on LTD;
    - vi) while on pregnancy and parental leave.
  - (b) Subject to 12.09 seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
    - i) with the exception of pregnancy and parental leave an approved leave of absence without pay for periods in excess of two (2) continuous months in any twelve (12) month period;
    - ii) when in receipt of Workplace Safety & Insurance Board (WSIB) benefits as the result of an illness or injury received while in the employ of another or former Employer;
    - iii) when an employee has been laid off due to reduction in the nursing staff, seniority shall be retained for a period of fifteen (15) months.
- 12.09
- An employee's seniority shall be forfeited and her employment shall be deemed to be terminated under the following conditions:
- (a) she voluntarily resigns or quits;
  - (b) she retires;
  - (c) she is discharged and not reinstated through the grievance procedure;
  - (d) she is laid off for a period of fifteen (15) consecutive months;
  - (e) she is absent from work for a period in excess of three (3) consecutive scheduled working days without notifying the Employer unless a reason satisfactory to the Employer is given;

- (f) she fails to comply with a recall to work notice as outlined in paragraph 12.15;
- (g) she uses a leave of absence for a purpose other than that for which it was granted; or fails to return to work at the expiration of a leave of absence without justifiable excuse;
- (h) she is absent from work for more than twenty-four (24) months due to accident or illness, subject to any requirements of the law.

12.10

- (a) The term "vacancy" as used in this Agreement shall be defined as any job opening of more than thirty (30) working days duration except that vacancies of more than thirty (30) working days caused by employees being on vacation, on compensable or non-compensable illness or accident or on an approved leave of absence shall be considered temporary.

The term "work assignment" shall be defined as the specific duties or tasks assigned to the employee by the Employer.

The initial vacancy caused by Pregnancy and Parental leave will be posted. The successful applicant, if an employee of the Health Unit, will return to their assignment when the leave is finished.

- (b) The Employer may fill at its discretion a vacancy of thirty (30) days or less or a temporary vacancy, or temporarily fill a permanent position. Part-time employees shall be given every consideration in filling a temporary vacancy or to temporarily fill a vacant permanent position.
- (c) When a vacancy, other than a temporary vacancy occurs which comes within the scope of this Agreement and which the Employer wishes to fill, the Employer shall notify employees via email with an electronic copy of the posting at least seven (7) working days prior to the Employer making a permanent appointment to such position. The posting will indicate that the position is a position of Public Health Nurse or Registered Nurse; the current office, the current work assignment, if known, and status information (i.e. full or part-time). A copy of such notice shall be sent to the Local Association.
- (d) The term "transfer" as used in this Agreement shall be defined as a move for an existing employee from part-time to full time, full-time to part-time, temporary to permanent.

Employees may submit in writing, a letter outlining their interest in such transfers. This letter will remain on file for one (1) year and will be considered as an application for a vacancy as defined in Article 12.10 (a).

- (e) In selecting an employee for transfer within the Bargaining Unit, the Employer shall consider:
  - i) skill, ability, qualifications and experience,

ii) seniority

Where the qualifications of factor (i) are relatively equal, then factor (ii) shall govern.

- (f) The Employer will copy all postings and the names of successful applicants to the Bargaining Unit President. The Employer shall post the names of the successful applicants
- (g) When the Employer becomes aware of the need for work assignment changes within the bargaining unit that are of a duration of more than thirty (30) consecutive working days and that are not temporary as set out in 12.10 (a) and (b) above, the Employer will notify the bargaining unit members by email of such anticipated work assignment changes so that bargaining unit members can submit an expression of interest form if they are interested in the work assignment change within five (5) working days of being notified of such work assignment change.

Bargaining unit members who have submitted an expression of interest for an assignment change and were successful, need not be considered for a subsequent assignment change for a period of twelve (12) months. Submission of an expression of interest form should not be construed as a guarantee that the Employer will select a specific individual for an assignment change, however the Employer will undertake to meet with bargaining unit members who are not successful in their request for an assignment change to advise as to the rationale applied to the selection for the specific assignment.

- (h) Permanent part time bargaining unit members will be offered additional work up to thirty-five (35) hours per week, by seniority prior to such work being offered to temporary or casual part-time employees.

12.11 The original vacancy and the first [1<sup>st</sup>] and second [2<sup>nd</sup>] subsequent vacancy arising out of the original vacancy which the Employer wishes to fill, shall be posted. Any further vacancy may be filled at the discretion of the Employer, without posting. The Employer may consider employees requesting transfers when filling said further vacancy.

12.12 (a) An employee who is permanently transferred to a position outside the bargaining unit shall retain but not accumulate seniority while in that position. If an employee in a position outside the bargaining unit returns to the bargaining unit, she will be credited with seniority only to the extent that she accumulated such rights within the bargaining unit prior to her transfer for the duration of this Collective Agreement. All seniority shall be lost if such transfer takes place more than one (1) year after the transfer out of the bargaining unit occurs.

(b) An employee who is temporarily transferred to a position outside of the bargaining unit shall retain but not accumulate seniority for the duration of the temporary leave of absence. It is understood that such temporary transfer

shall be for a period of twelve (12) months or less unless the parties agree otherwise.

- 12.13 (a) The Employer shall notify the Association of an anticipated lay-off as soon as is reasonably possible. Except in extenuating circumstances, the Employer shall provide the Association with at least six (6) weeks notice of lay-off. Employees affected will receive *Employment Standards Act* notice.
- (b) When it becomes necessary to reduce the work force, the employee who is affected by the work shortage may elect to either go on layoff or claim the position held by an employee with less seniority in the employee's classification, provided she possesses the necessary qualifications, skill and ability to perform the job being claimed.

The Employer shall meet with the Union to review the following:

- i) reason causing the lay-off.
- ii) the service the Employer will provide after the lay-off.
- iii) the method of implementation including the area of cutback and the employees to be laid off.

Any agreement between the Employer and the Union concerning the method of implementation of the lay-off shall take precedence over the items in this Article.

- 12.14 (a) Before new employees are hired, the Employer shall recall employees on lay-off who possess the necessary qualifications to perform the work available.
- (b) When recalling an employee after lay-off, she shall be notified by telephone or registered mail to the last address of the employee known to the Employer, and allowed twelve (12) working days to report for work, however, she must advise the Employer within two (2) working days of the receipt of notification of return to work of her intention to return to work if she wishes the Employer to hold the job open for her for the full twelve (12) day period. If the employee is recalled and advises the Employer that she is not immediately available for work, other qualified employees shall be recalled and may be temporarily employed until the employee reports within the twelve (12) working day period.
- (c) It shall be the employee'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.
- (d) For purposes of the lay-off provisions of Article 12.13 and 12.14, the full time and part time seniority lists will be merged.
- (e) In the case of a layoff the Employer shall layoff employees on the basis of seniority, on a bargaining unit wide basis, provided that probationary



employees shall be laid off first and the employees with least seniority shall be laid off thereafter.

**ARTICLE 13 - HOURS OF WORK AND OVERTIME**

- 13.01 (a) The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of employment, hours of work per day, nor per week nor of days of work per week nor of overtime.
- (b) i) The normal work week for an existing full-time employee as at the date of ratification of this Collective Agreement shall consist of thirty-five (35) hours, Monday through Friday.
- ii) Notwithstanding the foregoing, and subparagraph (c) below, for any full-time employee hired after November 18, 2011, the normal work week shall consist of thirty-five (35) hours with the days and times to be established by mutual consent between the Employer and the employee taking into account the needs of the Health Unit.
- iii) The normal work week for an existing part-time employee shall be less than thirty-five (35) hours, on a predetermined work schedule Monday through Friday.
- iv) Notwithstanding the foregoing, and subparagraph (c) below, for any part-time employee hired after November 18, 2011, the normal work week shall be less than thirty-five (35) hours on a predetermined work schedule to be mutually agreed to between the Employer and the employee taking into account the needs of the Health Unit.
- (c) The normal work day shall be seven (7) hours between 8:30 a.m. to 4:30 p.m. with one (1) hour for an unpaid lunch. However, where applicable, the work day may be flexible in length with the hours of working time to be established by mutual consent between the employee and her manager taking into account the needs of the Health Unit.
- (d) There shall be two (2) fifteen (15) minute paid rest periods during each day.
- (e) Except as authorized by the Supervisor, hours of work do not include travelling time between place of residence and the office. Such authorization shall not be unreasonably denied.
- (f) Overtime is defined as work performed in excess of the thirty-five (35) hours flexible work week and approved by the employee's Manager or her designate. Employees required by the Employer to work in excess of thirty-five (35) hours in any one week, shall be allowed compensating time off without loss of pay, at the rate of one (1) hour time off for every authorized excess hour worked up to forty (40) hours in any one (1) week. Pre-authorized hours worked in excess of forty (40) hours in any one (1) week

shall be compensated with compensating time off at one and one-half (1½) hours for every hour worked.

- (g) Compensating time off may be accumulated to a maximum of seven (7) days. Compensating time off shall be taken at a mutually agreeable time as arranged between the employee and her Manager.

## **ARTICLE 14 - LEAVES OF ABSENCE**

### 14.01 Personal Leave

- (a) An employee who has completed her probationary period may apply for a leave of absence without pay and without benefits for legitimate personal reasons. A request for such leave shall be made in writing, stating reasons, at least one (1) month prior to the desired commencement date of the leave unless the requested leave exceeds two (2) months wherein a two (2) month written notification shall be required. If the Employer grants such leave it shall confirm the terms of the leave in writing. The minimum time requirements for such leave requests may be waived in extenuating circumstances. Subject to the efficient operation of the Health Unit applications under this provision shall not be unreasonably withheld.
- (b) Subject to the efficient operation of the Health Unit, an employee may apply for a short term leave of absence of up to five (5) days without pay for legitimate personal reasons. The employee shall continue to receive benefits and accrue seniority while on such short term leave.

### 14.02 Preplanned Leave

- (a) Once annually, an employee may apply in writing, stating reasons, for a preplanned leave of absence without pay and without benefits for a period of six (6) to twelve (12) months. This said leave would commence at least ninety (90) days after the request is approved and not more than three hundred and sixty-five (365) days from the date of approval. In the event the Employer grants the leave it shall confirm the terms of the leave in writing. An employee may withdraw her request for preplanned leave at any time up to two (2) months prior to the scheduled commencement of the leave.
- (b) While on a preplanned leave:
  - i) Service for the purpose of vacation, salary progression and other benefits will be retained but will not accumulate;
  - ii) The employee shall be responsible for the full payment for any health and welfare benefits in which she is participating;
  - iii) The employee will not be eligible for any other leave of absence, paid holidays, vacation, travel allowance, sick leave, pensions and long term disability insurance.

14.03

Bereavement Leave

- (a) In the event of a death in an employee's immediate family, the employee shall be granted a leave of absence of up to a maximum of five (5) consecutive calendar days with pay. The employee shall only receive pay for regularly scheduled work days.
- (b) An employee's "immediate family" shall mean husband, wife or common-law spouse as defined under the *Family Law Reform Act*, brother, sister, child, parents, step-child or step-parent.
- (c) In the event of a death of an employee's mother-in-law, father-in-law, grandparent or grandchild, the employee shall be granted a leave of absence of up to a maximum of three (3) consecutive calendar days with pay. The employee shall only receive pay for the regularly scheduled work days.
- (d) In the event of a death of an aunt, uncle, nephew, niece, sister-in-law or brother-in-law, a seniority employee shall be granted a leave of absence of one (1) day with pay for the purpose of attending the funeral, provided the funeral is on a day the employee would otherwise have worked.
- (e) Additional leave without pay but without loss of seniority may be granted at the discretion of the Employer.
- (f) There shall be no loss of seniority for bereavement leave.
- (g) An employee who is off work on a paid leave of absence, for any reason including, but not limited to, WSIB, illness or Short Term Disability benefits, but specifically excluding vacation as per Article 18.08 (d), shall not be entitled to any additional pay and/or compensating time off for any bereavement leave occurring within the period of such paid leave.

14.04

Jury and Witness Duty Leave

- (a) In the event that an employee is called for jury duty, the Employer shall pay the employee her regular pay for each day the employee is required to be absent from work provided that she:
  - i) notifies the Employer immediately upon notification that she will be required to attend on jury duty;
  - ii) presents proof of service to the Employer requiring such attendance;
  - iii) promptly repays the amount (other than expenses paid to her) which she receives for such attendance;
  - iv) reports to work when not required at court.

- (b) If an employee is required by subpoena to attend a court of law as a witness in connection with any litigation arising from her professional duties for the Employer or as a witness for the Crown, the Employer shall pay the employee her regular pay for each day the employee is required to be in attendance at court provided that she:
  - i) notifies the Employer immediately upon receipt of the subpoena that she will be required to attend court and gives reasonable notice to the Employer of the time and dates at which she will be required to attend;
  - ii) presents proof of service requiring such attendance and keeps the Employer promptly informed as to any subsequent times which she would be required to attend at the court of law arising from the subpoena;
  - iii) promptly repays the amount (other than expenses paid to her) which she receives for such attendance;
  - iv) reports to work when not required at court.
- (c) The employee shall accrue all benefits including seniority as if she were performing her regular duties for the Employer provided she fulfils her commitments under paragraphs 14.04 (a) and 14.04 (b).

14.05 Pregnancy and Parental Leave

- (a) The Employer shall grant a pregnancy and parental leave without pay and without loss of benefits or seniority in accordance with the *Employment Standards Act*.
- (b) The Employer may grant an extended pregnancy/parental leave without pay and without benefits for up to one (1) year in total provided the employee submits a request for extended leave in writing to the Employer at least three (3) months in advance of the expiration of the statutory leave and provided the Association agrees that a temporary replacement shall be hired during her absence.
- (c) The employee shall be reinstated to her or his former position and work assignment, unless that work assignment has been discontinued, in which case the employee shall be given a comparable work assignment. The employee shall have the right to request a change in assignment or to apply for vacancies while on leave.
- (d) Seniority shall accrue during the extended pregnancy/parental leave.

14.06 Leave for Association Business

- (a) Leave of absence without pay and without loss of seniority for Association business shall be granted to employees who have completed their

probationary period up to an aggregate of forty-five (45) working days per year, provided such leave of absence does not interfere with the continuance of efficient operations of the Employer. It is agreed that no more than two (2) employees shall be absent on such leave at one time. The Association will give the Employer two (2) weeks written notice of an employee's request to be absent for Association business. The Employer, during such absence, will keep the employee's salary, benefits or percentage in lieu and seniority whole and the Association agrees to reimburse the Employer for the cost of such salary benefits and/or percentage in lieu. The hours for such leave will be defined as work performed in the flexible work week. This leave will also be available to employees selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings and to any employee elected to the position of Local Co-ordinator.

(b) Leave, Board of Directors

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 upon request such leave(s) of absence as she or he may require to fulfil the duties of the position. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. Notwithstanding Article 12, there shall be no loss of seniority or service for an employee during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in (a) above. During such leave of absence, the employee'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.

- (c) An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon written request (at least thirty (30) days prior to taking office) a leave of absence without loss of seniority of up to two (2) years, and additionally any consecutive terms for which the employee may be re-elected.

During such leave of absence, salary and benefits will be kept whole by the Employer provided the Association agrees to, and does in fact, reimburse the Employer for such salary and Employer contributions to such benefits.

The employee agrees to notify the Employer in writing of her intention to return to work within two (2) weeks following the termination of office. In the event the employee does not notify the Employer of her intention to return to work within the aforementioned time limits, she shall be deemed to have resigned.

14.07 Education Leave

A leave of absence without pay and benefits, and without loss of seniority, may be granted to an employee who has completed her probationary period for educational

purposes. The leave may be granted at the discretion of the appropriate Director and/or Medical Officer of Health as follows:

- (a) The employee shall submit her request in writing at least thirty (30) days before the commencement of the course. Seniority shall not accrue during such leave.
- (b) Leave of absence without loss of pay to attend and to take part in the business activities of professional meetings (e.g. O.P.H.A., R.N.A.O., College of Nurses, C.N.A., etc.) up to a cumulative total of ten (10) days per year for the employees covered by this Agreement shall be granted at the discretion of the employee's Manager.
- (c) All leave for attendance at workshops and/or educational seminars sponsored by these organizations will be recognized as separate and apart from 14.07 (b).
- (d) Educational leaves of absence may be granted at the discretion of the appropriate Director and/or Medical Officer of Health as follows:
  - i) Certificate or Diploma Courses  
Usually less than twelve (12) months; absence without pay; fifty percent (50%) of tuition fees may be reimbursed, to a maximum of \$1,200 per Employee, upon successful completion.

14.08 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) An employee who due to inclement weather or road closure, is unable to get to work, may work from another community location in Grey and Bruce County if possible to do safely, or may work from home provided the employee has received prior approval from her manager, or designate. In such cases, the employee is expected to notify their manager as soon as is possible. Further to this, it is agreed that in such cases, the employee will be considered as being at work.
- (c) If the office is closed by the Medical Officer of Health or designate due to weather conditions preventing the employee from reporting to the Health Unit Office or causing the employee to leave the office early then the employee shall not suffer a loss of pay for the time lost.

14.09 (a) Subject to 14.05, seniority shall not accrue during a leave of absence of more than two (2) continuous months.

- (b) Subject to the *Employment Standards Act*, if an employee's approved leave of absence exceeds one (1) month, she must arrange to prepay the premiums for all benefits.

#### **ARTICLE 15 - ORIENTATION AND IN-SERVICE**

15.01 It is agreed that an orientation and in-service program will be provided by the Employer.

Such orientation and in-service program shall be designed to provide mentoring of new and transferring employees to promote success and knowledge of best practices within the Health Unit and programs delivered to the community.

Employees will be provided in-services on personal and workplace safety.

#### **ARTICLE 16 - RATE OF PAY**

16.01 The parties agree that the schedule of wages, as set forth in Schedule "A" attached hereto, shall be maintained during the duration of this Agreement.

16.02 Previous nursing experience shall be recognized on the following basis:

- (a) An employee with direct nursing experience in public health or nursing experience beyond the rank of staff level and who has been actively employed for the last three (3) years prior to being employed by the Employer, shall receive one (1) increment for every year (1500 hours) of work experience up to the maximum on the salary grid.
- (b) An employee who has any other staff level nursing experience and who has been actively employed for the last three (3) years shall receive one (1) increment for every two (2) years (3000 hours) of work experience up to the maximum on the salary grid.
- (c) Any combination of (a) and (b) shall be credited at the discretion of the Employer up to the maximum on the salary grid.
- (d) If more than three (3) years have elapsed since the employee has been actively employed as a nurse as listed above, the number of increments to be paid, if any, shall be at the sole discretion of the Employer up to a maximum of Step 5 on the salary grid.
- (e) It shall be the responsibility of the employee to provide proof of related experience on hiring in order to be considered for a salary increment on the salary grid and any dispute must be grieved within four (4) months from the date of hire as per the grievance procedure.

- (f) In the event the employee does not grieve her rate of pay within the time limits set out in 16.02(e) above, the Arbitrator or Board of Arbitration has no jurisdiction to hear said grievance.

16.03 On promotion or change from Registered Nurse to Public Health Nurse, the employee shall not suffer a loss in pay. The employee shall be placed at the increment level on the higher classification rate that is equal to her former rate or in the event there is no equivalent rate she shall be placed at the first rate in the higher classification schedule that is higher than her former rate. The employee shall assume an anniversary date for future wage adjustments based on the effective date of her promotion or change.

16.04 Grid Progression

- (a) Each full-time employee automatically progresses on the grid on her anniversary date. With the exception of Pregnancy and Parental Leave under the *Employment Standards Act*, the anniversary date shall be adjusted in the event the employee is absent from work in excess of two (2) months.
- (b) Part-time employees shall advance on the salary grid in Schedule "A" on the basis of one (1) year is equivalent to one thousand five hundred (1500) hours.

16.05 Responsibility Allowance

When an employee is assigned in writing for one (1) day or more to a supervisory position excluded from the bargaining unit, she shall be paid a responsibility allowance of ten dollars (\$10.00) per day in addition to her regular earnings.

The Employee will be required to work the entire seven (7) hour shift for which the Responsibility Allowance is earned and should this not occur the Responsibility Allowance shall be pro-rated to such employee and shall be pro-rated by the next employee who assumes the responsibility.

**ARTICLE 17 - PAID HOLIDAYS**

17.01 The following paid holidays shall be granted to each eligible full-time employee who has completed a period of twenty (20) continuous working days of employment subject to the provisions set out herein:

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



- 17.02 Where any of the above holidays fall on a Saturday or Sunday, an alternate day shall be designated by the Employer as a holiday in lieu of the holiday falling on these days.
- 17.03 (a) An eligible full-time employee shall receive her regular daily pay at her basic rate for each paid holiday.
- (b) Part-time employees shall receive four point eight percent (4.8%) in lieu of paid holidays.
- 17.04 To be eligible for holiday pay an employee must work the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, unless the employee is otherwise on an approved paid leave of absence. If an employee is absent on either the last work day preceding, or the first work day following the paid holiday due to illness, the employee shall be eligible for pay for the holiday. A medical doctor's certificate may be required at the discretion of the Employer.
- 17.05 No employee who is absent from work due to:
- (a) Workplace Safety and Insurance Claim;
- (b) Short-term disability;
- (c) Long-term disability; or
- (d) Lay-off
- shall be entitled to pay for any paid holiday occurring within the period of such absence.
- 17.06 No employee who is absent from work due to a pregnancy and/or parental leave shall be entitled to pay for any paid holiday occurring within the period of such absence except in accordance with the *Employment Standards Act*.
- 17.07 Where the paid holiday occurs in the period in which a full-time employee is on her scheduled vacation, or on a scheduled day off, an eligible employee shall receive a day off with pay in lieu at a mutually agreed time.
- 17.08 An eligible employee required to work on a paid holiday shall be allowed compensating time off without loss of pay, at a rate of one (1) hour time off for every authorized hour worked at a mutually agreeable date. Such lieu time off shall be subject to the conditions outlined in Article 13, paragraph 13.01. The employee shall also receive payment at the rate of time and one-half (1½) her regular rate of pay for each hour worked on the paid holiday.

**ARTICLE 18 – VACATIONS**

- 18.01 (a) The Employer shall provide vacation with pay for active full-time employees based on the length of continuous service as an active full-time employee of the Employer as follows:
- i) one point six seven (1.67) days per month;
  - ii) After completion of ten (10) full years of continuous service, two point zero eight (2.08) days per month.
  - iii) After completion of twenty (20) full years of continuous service, two point five (2.5) days per month.
- (b) Active part-time employees shall receive vacation with pay on a pro-rata basis.
- 18.02 Vacation entitlement shall be calculated based on full years of continuous service as an active full-time employee subject to 12.05, and exclusive of any service as a temporary employee.
- 18.03 Vacations shall be granted at times mutually agreed upon between the employee and the Employer but consistent with the employee's seniority and the efficient operation of the Health Unit.
- 18.04 Upon termination, retirement or death, any vacation with pay owing to the employee will be paid to the employee or her estate. Any advance on vacation with pay owing to the Employer will be returned to the Employer through an adjustment to the employee's final pay or other arrangements.
- 18.05 Vacation time earned must be taken so that an employee's accumulated vacation period shall not exceed three (3) weeks at the close of the fiscal year (December 31<sup>st</sup>). Under special circumstances, the Director, Finance and Administration or designate, on the recommendation of the employee's Manager, may permit an accumulation in excess of three (3) weeks.
- 18.06 Payment for vacation shall be based on the employee's current regular weekly pay except if the employee has been on lay-off, unpaid leave of absence or long term disability exceeding one (1) month. If the employee has been on lay-off, unpaid leave of absence or long term disability exceeding one (1) month, her vacation and vacation pay shall be pro-rated in accordance with the number of days worked in the year that she earned the vacation, paid at the current regular wage rate.
- 18.07 Temporary employees shall receive vacation pay in accordance with the *Employment Standards Act* and as amended from time to time.
- 18.08 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
  - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits, provided the sick leave complies with the Employer's sick leave policy.
  - (d) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with and pursuant to Article 14.03.
  - (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.
- 18.09
- (a) Upon transfer from full time status to part time status, any vacation credits remaining in a PHN's vacation bank shall be retained for use as paid vacation days. Further vacation entitlement shall be paid as per Article 18.01 (b).
  - (b) Upon transfer from part time status to full time status, any vacation credits remaining in a PHN's vacation bank shall be retained for use as paid vacation days. Further vacation entitlement shall be paid as per Article 18.

**ARTICLE 19 - SICK LEAVE PLAN**

19.01 The terms and conditions of the Short Term Disability Benefits provided by the Employer in its Administration policies, as amended from time to time, shall apply to all full-time permanent employees who have completed three (3) months continuous employment. The parties further agree that during the life of this Agreement, no decrease in coverage shall occur as a result of such amendment.

- 19.02
- (a) Temporary employees shall not be eligible for sick leave.
  - (b) Part-time employees shall receive sick leave based on the number of days they work in a year divided by twenty (20), multiplied by one point five (1.5) days up to a maximum as outlined below:

<u>Length of Service</u> <u>After</u>	<u>Maximum Accumulation</u>
3 months- 1 year	35 Hours
2 Years	70 Hours
3 Years	105 Hours
4 Years	140 Hours
5 Years	175 Hours
6 Years	210 Hours

7 Years	245 Hours
8 Years	280 Hours
9 Years	315 Hours
10 Years	350 Hours

Note: For purposes of this Article, length of service will be defined as years of service since last date of hire.

- (c) All full-time employees who are unable to work because of illness or injury, shall be eligible for Short-Term Disability Benefits in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>100% SALARY</u>	<u>70% SALARY</u>
3 months- 1 year	1 week	14 weeks
2 Years	2 weeks	13 weeks
3 Years	3 weeks	12 weeks
4 Years	4 weeks	11 weeks
5 Years	5 weeks	10 weeks
6 Years	6 weeks	9 weeks
7 Years	7 weeks	8 weeks
8 Years	8 weeks	7 weeks
9 Years	9 weeks	6 weeks
10 Years	10 weeks	5 weeks

For Short Term Disability purposes, salary shall be defined as the normal rate of pay earned by the employee immediately prior to the commencement of disability.

19.03 Application for Sick Leave Benefits shall be submitted to the employee's Manager or designate on the forms provided by the Health Unit. A medical doctor's certificate may be required for any illness.

19.04 When a full time employee changes to part time status and has accrued sick leave, she or he can transfer this accumulated sick leave to her or his part -time position, up to the applicable maximum for such employee as set out in the chart in Article 19.02 (b) above. Further accrual of sick leave shall continue based on Article 19.02 (b).

When a part time employee changes to full time status and has accrued sick leave, she or he can transfer this accumulated sick leave to her or his full time position, up to the applicable maximum for such employee as set out in the Employer Administration policies. Further accrual of sick leave shall continue based on Article 19.

19.05 Employees on a waiting period prior to accessing third party insurance may utilize their accumulated but unused Short Term Disability benefits up to a maximum of ten (10) working days. In the event that an employee does not have sufficient accumulated but unused Short Term Disability benefits to cover the ten (10) day paid

portion of any waiting period as noted above, the Employer shall pay the employee seventy percent (70%) of the employee's regular wages for the duration of such paid portion of the waiting period.

19.06 Personal Leave Days

Each employee is entitled to access up to twenty-one (21) hours per calendar year of their unused allotment of Short Term Disability Benefits for personal or family care in accordance with the Short Term Disability Policy, as amended from time to time.

It is understood that these days will be included in the number of hours the Health Unit has established as an annual threshold for personal Short Term Disability.

**ARTICLE 20 - INSURANCE AND PENSION**

20.01 The Employer shall contribute 100% of the premium costs of the following insurance for all full-time employees who have met the eligibility requirements of the various insurance plans. The Employer is not the insurer and all insurance shall be subject to the terms, conditions, rules and regulations of the governing insurance plan or policy.

(a) Life Insurance, Accidental Death & Dismemberment

- i) Life Insurance coverage shall be equal to two (2) times annual salary to the nearest \$1,000.00 benefit;
- ii) Accidental Death and Dismemberment coverage shall be equal to the life insurance;
- iii) All coverage ceases at termination of employment or retirement, but in any event at age seventy (70).

(b) Dependant Life

- i) Spouse - \$10,000
- ii) Child(ren) - \$5,000

(c) Semi-Private Hospital Coverage

(d) Major Medical Benefits

Including drug and Vision Care. Vision care is limited to four hundred (\$400.00) dollars per 24 months. Any portion of this benefit can be used for eye glasses, contact lenses and/or one (1) eye examination per 24 month period.

(e) Long Term Disability Insurance

Amount of benefit to be equal to seventy percent (70%) of the employee's basic earnings, up to a maximum of six thousand dollars (\$6,000.00) per month.

20.02 The Employer shall contribute seventy-five per cent (75%) of the premium costs of basic Dental Insurance for all full-time permanent employees who have met the eligibility requirements of the Insurance Plan. The employee shall pay twenty-five per cent (25%) of such premium costs. For the Major Restorative Services component of the Dental Plan, the Employer shall pay fifty per cent (50%) of such premium costs and the employee shall pay fifty per cent (50%) of such premium costs. The Employer is not the insurer and all insurance shall be subject to the terms, conditions, rules and regulations of the governing insurance plan or policy.

20.03 Any dispute as to entitlement of benefits under the insurance plans is between the employee and the insurer.

20.04 Pensions

The Ontario Municipal Employees' Retirement System (OMERS) and Canada Pension Plan shall apply to the employees covered by this Agreement. The Employer shall contribute to the Canada Pension Plan in accordance with the *Act* and to OMERS, for employees as per the regulations of the Plan.

20.05 Temporary employees as well as employees who work less than thirty-five (35) hours per week on a regular basis shall not be covered for any benefits in this Article, except Pension where required by law.

20.06 Subject to the *Employment Standards Act*, all benefits shall terminate the month following the month of a lay-off or unpaid leave of absence. However, on expiration of said benefits, an employee may arrange to prepay the full premium of any applicable benefit she was receiving at the time of the lay-off or leave to ensure her continued coverage.

20.07 It is understood and agreed that in assessing the expense required for these negotiated employee benefits outlined within this Article, the parties have taken into account any and all savings on premium or elimination of premiums that may be realized during the period of this Agreement under the *Employment Insurance Act*, OHIP, or any other government legislated Plan, and the full employee's portion of any savings resulting from this assessment are included as part of the negotiated wage increases and improved benefits contained in this Collective Agreement.

20.08 The Employer shall not reduce the level of benefits in the above noted plans during the currency of this Agreement.

20.09 Effective January 1, 2000, employees who retire on an OMERS unreduced pension prior to their sixty-fifth (65<sup>th</sup>) birthday and who have been employed by the Employer for a minimum of ten (10) years shall have the option of having the Employer pay fifty percent (50%) of the monthly premium cost of extended health care and dental care

for such employee until such time as the employee reaches sixty-five (65) years of age provided such employee agrees to pay their portion as well.

- 20.10 For those employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan provided the part-time employee has worked four hundred and fifty (450) hours or longer. Where the employee has worked less than four hundred and fifty (450) hours prior to transferring to full time, such employee shall not be eligible for benefits until such time as the employee has accumulated four hundred and fifty (450) hours since their last date of hire.

#### **ARTICLE 21 - TRAVEL ALLOWANCE**

- 21.01 Effective January 1, 2016, employees required to operate a private vehicle for business shall receive the rates established by Canada Revenue Agency ("CRA") as a non-taxable allowance for business use of private automobiles. In the event that the CRA increases or decreases such rates, the Employer will pay the most current established rates.
- 21.02 Except as authorized by the Manager, travel allowance does not apply from place of residence to office and return.
- 21.03
- (a) On presentation of a certificate of insurance showing a minimum of one million dollars (\$1,000,000) third [3rd] party public liability and property damage insurance, part-time and full-time permanent employees shall receive an allowance of up to a maximum of two hundred dollars (\$200.00) effective January 1, 2000 per calendar year (prorated based on the number of months worked) towards the cost of business insurance on the personal vehicle used by said employee while performing her duties at the Health Unit.
  - (b) An employee who leaves the employment of the Health Unit during the calendar year shall reimburse the Employer for the portion of her business insurance allowance for the balance of the year.
  - (c) An employee who has her motor vehicle insurance lapse during the course of her employment is not permitted to operate her private vehicle for business during such period, and will not receive the insurance reimbursement or travel allowance for such period in which the insurance lapse occurred. Furthermore, the employee shall not be eligible for any further reimbursement, or travel allowance, until such time as proof of reinstatement of valid insurance is provided to the Employer.

#### **ARTICLE 22 - TERMINATION OF EMPLOYMENT**

- 22.01 (a) An employee shall give the Employer as much notice as possible, but at least two (2) weeks notice in writing, of her intention to resign, exclusive of any vacation time.

- (b) In the event an employee terminates her employment, the last day worked shall be taken to be the effective date of the termination of employment and the employee shall receive, in addition to her regular pay, pay equal to any vacation, or compensating time earned but not taken prior to the last day worked.

### **ARTICLE 23 – MISCELLANEOUS**

- 23.01 A copy of this Agreement shall be reproduced and issued by the Employer to all employees now employed and to new employees at the date of hiring. The cost of said reproduction shall be borne equally by the parties to this Agreement.
- 23.02 Prior to implementing new policies or practices or amendments to existing policies or practices that will affect members of this bargaining unit, the Employer agrees to notify the Management/Association Committee of such changes, additions or amendments.
- 23.03 It shall be the duty of the employee to notify the Employer promptly in writing of any change of address, telephone number, name, next of kin, marital status and number of dependents. Should an employee fail to notify the Employer of a change, the Employer shall not be held responsible for the failure of any notices which may be required under the terms of this Agreement.
- 23.04 The Employer shall inform the employee that they have the option of receiving information via email during a leave of absence. It shall be the duty of the employee to notify the Employer of a home email address during a leave of absence. Should the employee fail to notify the Employer of such, the Employer shall not be held responsible for the failure of notice of seniority lists or vacancies within the bargaining unit during such leaves of absence.
- 23.05 Within the first month of employment and upon the Employer's request, the Employee is required to produce a copy of their Nursing Degree (BScN/Diploma indicating successful completion and demonstrate current registration with the College of Nurses of Ontario.

### **ARTICLE 24 – PANDEMIC AND PUBLIC HEALTH EMERGENCY**

- 24.01 The Employer retains the right to temporarily re-locate employees to different locations and work assignments during this time, and will work in collaboration with the Bargaining Unit President and/or Association to meet such needs. It is agreed and understood that when the emergency is over, as determined by the Medical Officer of Health, employees will return to their previous location and work assignment.



**ARTICLE 25 – DURATION**

25.01 This Agreement shall continue in full force and effect up to and including December 31, 2019 and from year to year thereafter, unless in any year, either party gives to the other party written notice of termination or desire to amend this Agreement.

**SIGNING PAGE**

Dated at Owen Sound, Ontario, this 30<sup>th</sup> day of September, 2016.

**FOR THE EMPLOYER**

“Karen Sweiger”

“Melissa Clancy”

“Denna Leach”

“Mike Smith”

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**FOR THE UNION**

Richard Anderson”  
Labour Relations Officer

“Tammy Aitken”

“Monica Banz”

“Sandy Rennick”

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

**Classification**

**i) Public Health Nurse**

Public Health Nurse	Rate Effective January 1, 2015	1.5% increase - January 1, 2016	1.5% Increase - January 1, 2017	1.75% Increase - January 1, 2018	Increase to be determined January 1, 2019
Step 1(Start)	\$35.26	\$35.79	\$36.33	\$36.97	
Step 2(After 1 yr)	\$36.39	\$36.94	\$37.49	\$38.15	
Step 3(After 2 yrs)	\$37.56	\$38.12	\$38.69	\$39.37	
Step 4(After 3 yrs)	\$38.70	\$39.28	\$39.87	\$40.57	
Step 5(After 4 yrs)	\$39.90	\$40.50	\$41.11	\$41.83	
Step 6(After 5 yrs)	\$42.71	\$43.35	\$44.00	\$44.77	

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

**ii) Registered Nurse**

Registered Nurse	Rate Effective January 1, 2015	1.5% increase - January 1, 2016	1.5% Increase - January 1, 2017	1.75% Increase - January 1, 2018	Increase to be determined January 1, 2019
Step 1(Start)	\$31.70	\$32.18	\$32.66	\$33.23	
Step 2(After 1 yr)	\$33.24	\$33.74	\$34.25	\$34.85	
Step 3(After 2 yrs)	\$34.64	\$35.16	\$35.69	\$36.31	
Step 4(After 3 yrs)	\$36.09	\$36.63	\$37.18	\$37.83	
Step 5(After 4 yrs)	\$37.57	\$38.13	\$38.70	\$39.38	
Step 6(After 5 yrs)	\$40.08	\$40.68	\$41.29	\$42.01	

**(b) Grid Progression**

- i) Each full-time employee automatically progresses on the grid on her anniversary date. The anniversary date shall be adjusted in the event the employee is absent from work in excess of two (2) months.
- ii) Part-time employees shall advance on the salary grid in Schedule "A" on the basis of one (1) year is equivalent to 1500 hours.

**(c) Pay in Lieu of Insurance and Benefits**

Part-time employees shall receive five percent (5%) in lieu of insurance and benefits paid to full-time employees.

**(d) Annual Rates**

Annual rates are determined based on hourly rate multiplied by one thousand eight hundred and twenty (1820) hours.

**LETTER OF UNDERSTANDING**

Between:

**GREY BRUCE HEALTH UNIT**  
[hereinafter referred to as the "Employer"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Association"]

Re: Notice of Funding Changes Impacting Bargaining Unit

The Employer agrees to notify the Union of any anticipated funding changes that may impact on the bargaining unit. The parties agree to meet as necessary to determine the impact on the bargaining unit and services to be continued.

Signed and dated at Owen Sound, Ontario this 30<sup>th</sup> day of September, 2009.  
Renewed at Owen Sound, Ontario, this 30<sup>th</sup> day of September, 2016.

**FOR THE EMPLOYER**

**FOR THE UNION**

"Karen Sweiger" \_\_\_\_\_

Richard Anderson" \_\_\_\_\_  
Labour Relations Officer

"Melissa Clancy" \_\_\_\_\_

"Tammy Aitken" \_\_\_\_\_

"Denna Leach" \_\_\_\_\_

"Monica Banz" \_\_\_\_\_

"Mike Smith" \_\_\_\_\_

"Sandy Rennick" \_\_\_\_\_

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## LETTER OF UNDERSTANDING

Between:

**GREY BRUCE HEALTH UNIT**  
[hereinafter referred to as the "Employer"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Association"]

### Re: Individual Special Circumstance Arrangements

- (a) The Health Unit and the Association may agree to implement Individual Special Circumstance agreements to reduce the regular hours of work for a full time permanent nurse based on individual requests. Individual requests will be in writing, using the ISCA Form, to the Human Resources Manager with a copy to the Bargaining Unit President. Once a request is received the Union, Employer and the Employee will meet within four (4) weeks of the request to determine the details of the potential arrangement. There will be a limit of four members at any one time that can be on a Individual Special Circumstance agreement.
- (b) The parties agree the intention of creating this type of arrangement is primarily to retain Full-time Registered Nurses who have identified a special circumstance through a written application, using the ISCA Form, to the Human Resources Manager. The decision to allow an individual special circumstance arrangement will be made in consideration of the personal need of the nurse and the service requirements of the Employer. Approvals for this type of arrangement may be based on seniority, needs and circumstances of those who request such arrangement after discussion between the employer and the association.
- (c) Requests will be considered to reduce the regular hours of work for a full time permanent nurse to 0.8 FTE for the period of the Special Circumstance Agreement.
- (d) The decision to enter into an arrangement shall require the mutual agreement of the Association, the Employer and the Nurse. The days off will be mutually agreed between the Nurse and the Employer, with work assignment and team requirements being the primary consideration.
- (e) Individual Special Circumstance Arrangements shall be based on a calendar year for a minimum of 6 months duration and a maximum of 1 year, at which time, the Nurse will return to full time hours unless an extension is agreed to by the Association and the Employer. The Union, the Employer or the Nurse may request to discontinue the arrangement with ninety (90) days written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the

discontinuation, unless all parties agree not to meet. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. Should the arrangement be discontinued the Nurse shall revert back to her/ his 1.0 FTE permanent position.

- (f) The parties may agree that the use of the unfilled hours of work resulting from these agreements will be determined through discussions between the Employer and Representatives of the Association. The Association and the Employer agree that the additional hours of work created by these positions may be offered by seniority to part time Nurses. The parties may agree to combine the unfilled hours of individual circumstances for the purposes of creating a temporary position which will be posted as per Article 12.10
- (g) In the event that the Nurse in a Special Circumstance Arrangement resigns, transfers, or is terminated, the arrangement will end and the full time position will be posted, if applicable.
- (h) Regardless of Article 12, seniority shall be prorated to reflect the Special Circumstance Arrangement.
- (i) Vacation accumulation shall be prorated to reflect the reduced hours of work for the period of the Special Circumstance Agreement.
- (j) The Nurse will be eligible for a prorated share of Short Term Disability Benefits as referenced in Article 19; and the annual threshold shall be prorated. (62 hours of STD prior to requiring third party review, and 16 Personal Leave Hours included in threshold; and a pro-rated amount of the waiting period which would be 51 days or 357 hours).
- (k) The Nurse shall receive a pro-rated payment on Statutory Holidays for her 0.8 FTE.
- (l) Any increase to the rate of pay or to the rate of vacation accumulation due to the Nurse during the period of the Special Circumstance Agreement shall be awarded to the Nurse in the same fashion as it would have been awarded if the Agreement were not in place.
- (m) The Nurse will be responsible for the prorated share of the premiums to allow continuation of Extended Health Care, Semi Private and/or Dental benefits related to her/his reduction in hours. The 0.8 FTE Nurse will be responsible for 20% of the premiums of the Employer's share of the cost of premiums for the continuation of Extended Health Care, Semi Private and/or Dental benefits in addition to the amounts paid as a full time Nurse. Eligibility for LTD, Life Insurance, and AD&D will be subject to the Benefit Carrier plan policies.
- (n) The Nurse will be given the option to purchase the OMERS broken service at the end of each calendar year. The cost of this purchase will be entirely borne by the Nurse. Subject to OMERS plan policies.

- (o) Unless the nature of this special circumstance precludes this requirement, in the event of a Public Health Emergency, any 0.8 FTE arrangements will be suspended as required until the end of the Emergency is declared.
- (p) The Employer will provide a letter confirming the Special Circumstance agreement for each individual.

Signed at Owen Sound, Ontario this 30<sup>th</sup> day of September, 2016.

**FOR THE EMPLOYER**

**FOR THE UNION**

“Karen Sweiger”

Richard Anderson”  
Labour Relations Officer

“Melissa Clancy”

“Tammy Aitken”

“Denna Leach”

“Monica Banz”

“Mike Smith”

“Sandy Rennick”

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