

COLLECTIVE AGREEMENT

between

The Corporation of Norfolk County

(Haldimand-Norfolk Health Unit)
(Hereinafter called the "Employer")

and

Ontario Nurses' Association
(Hereinafter called the "Association")

Expiry: December 31, 2021

Table of Contents

ARTICLE 1 - PURPOSE AND RECOGNITION	1
ARTICLE 2 – REPRESENTATION AND ASSOCIATION SECURITY	1
ARTICLE 3 - MANAGEMENT RIGHTS	3
ARTICLE 4 - DEFINITIONS OF HOURS OF WORK AND OVERTIME	3
ARTICLE 5 - SENIORITY	8
ARTICLE 6 - SALARIES AND PROFESSIONAL CLASSIFICATIONS	13
ARTICLE 7 - HOLIDAYS	14
ARTICLE 8 – VACATIONS.....	14
ARTICLE 9 - SICK LEAVE ALLOWANCE	15
ARTICLE 10 - CAR ALLOWANCE	17
ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE	17
ARTICLE 12 - LEAVE OF ABSENCE	19
ARTICLE 13 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL PROGRAM	25
ARTICLE 14 – PROFESSIONAL RESPONSIBILITY/WORKLOAD REPORTING	25
ARTICLE 15 - BENEFIT PLANS	26
ARTICLE 16 - MISCELLANEOUS.....	29
ARTICLE 17 - NO STRIKES OR LOCKOUTS.....	29
ARTICLE 18 - NOTICE OF RESIGNATION	29
ARTICLE 19 - DURATION OF AGREEMENT	30
ARTICLE 20 – RETROACTIVITY	30
APPENDIX "A" - SALARY SCHEDULE	31
LETTER OF UNDERSTANDING.....	35
Re: Job Security.....	35
LETTER OF UNDERSTANDING.....	36
Re: Sick Leave Alternatives.....	36
LETTER OF UNDERSTANDING.....	37
Re: Vacation Scheduling	37
LETTER OF UNDERSTANDING.....	38
Re: Scheduling.....	38
LETTER OF UNDERSTANDING.....	39
Re: Emergency Casual Nurses	39
LETTER OF UNDERSTANDING.....	40
Re: Shift Distribution and Call-In Process for Available Tours.....	40
LETTER OF UNDERSTANDING.....	40
Re: Registered Practical Nurse	41
LETTER OF UNDERSTANDING.....	42
Re: Emergencies.....	42

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.1 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement. It is recognized that Nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.2 The Employer recognizes the Association as the exclusive bargaining agent for all registered nurses, registered practical nurses and nurses with a temporary certificate employed by the Employer in its Health Unit save and except Supervisors and persons above this classification.

ARTICLE 2 – REPRESENTATION AND ASSOCIATION SECURITY

2.1 Association/Agency Committee

The Employer will recognize a Committee of up to three (3) members of the bargaining unit. Meetings of the Committee and Manager, appropriate Program Manager, or designates, will be held at the request of either Party. Notice shall be given and agendas exchanged five (5) days in advance of the meeting. A consultant may attend these meetings if so requested.

The function of this Committee will be the examination of matters of mutual concern.

- 2.2 (a) A combined Committee for negotiations and grievances shall be composed of two (2) bargaining unit members, plus the President of the bargaining unit, whose duties shall be to negotiate renewal Collective Agreements and to discuss any matters which arise concerning the interpretation or administration of the Collective Agreement. A consultant may attend these meetings if so requested.
- (b) The Employer will recognize an Association representative for each office of the Health Unit. Furthermore, the Association agrees to notify the Employer of the names of the appropriate officers as set out herein, as changes occur.
- 2.3 The Employer will pay such representatives at their respective salaries for all regular time lost in investigating or processing grievances and in negotiating renewals of this Agreement and while attending meetings with the Employer. A Nurse representative must obtain permission from their immediate Supervisor, no less than twenty-four (24) hours, if possible, prior to the commencement of such regular time lost, when leaving their duties to investigate or process grievances. Such permission shall not be unreasonably withheld.
- 2.4 (a) The Employer and the Association agree that there shall be no discrimination, intimidation, coercion, restriction or interference practiced against any Nurse by any of their representatives on the basis of race, creed, colour, gender, marital status, sexual orientation, residence, religious or political affiliation, membership or non-membership or activities on behalf of the Association by either of them or their representatives and members.

- (b) The Employer and the Association agree that their representatives and members will adhere to the provisions contained in the *Human Rights Code* of Ontario, as amended.

2.5 Health & Safety

- (a) The Employer and the Association acknowledge their responsibilities to provide a safe and healthy working environment for all employees, and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The Parties fully endorse their responsibilities under the *Occupational Health and Safety Act* and any other applicable legislation.
- (b) The Employer and the Association shall co-operate in continued training which will afford adequate protection to employees. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis.
- (c) At least one (1) representative selected or appointed by the Association shall be accepted as a member of the Joint Health & Safety Committee and the Employer shall ensure that at least one (1) of the Association representatives is a "certified" worker.
- (d) All time spent by nurses fulfilling their responsibilities on the committee and in accordance with the *Occupational Health & Safety Act* shall be considered time worked and paid in accordance with this collective agreement and the *Occupational Health & Safety Act*.
- (e) The Employer shall provide protective equipment as is necessary, and such equipment is to be worn by all Employees as required or directed.

2.6 The Employer will deduct from each Nurse covered by this Agreement, from time of employment, once a month, (provided the Nurse worked that month) an amount equal to the regular monthly Association dues designated by the Association. The Association shall notify the Employer, in writing, of the amount of such dues should there be any change in the dues structure. The Employer will send to the Ontario Nurses' Association, once each month, its cheque for the dues deducted under this clause, including a list of Nurses who have terminated and those who are on an unpaid leave of absence. The Employer will provide the above information to the Bargaining Unit President in an electronic format with the exception of the social insurance numbers and addresses. The Association shall indemnify and save the Employer harmless with respect to any liability for all dues deducted and remitted.

2.7 The Association shall be permitted approximately fifteen (15) minutes to interview new Nurses during their first week of employment. The date and time of such meeting will be negotiated with the appropriate Supervisor co-ordinating the orientation schedule.

2.8 The Association agrees that there will be no Association activity during regular working hours, except as provided for in this Collective Agreement. The Employer agrees that the Association may hold meetings on the Employer's premises provided that a meeting room is available and provided that written notification is given to the General Manager, Health and Social Services or designate. Such meetings shall be scheduled outside of the regular hours of work.

- 2.9 When the Employer decides not to fill a vacancy or not to fill a posted vacancy after the vacancy has been posted in accordance with the Collective Agreement, the Association will be notified by the Director of Public Health or their designate of the reasons for the postponement, withdrawal or non-posting.
- 2.10 In order to protect the standard of care, the Employer shall not assign the work that falls within the legal scope of nursing practice and performed by members of this bargaining unit to non-ONA members.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Association acknowledges that the Employer has the exclusive right to manage its affairs and operations and without limiting the generality of the foregoing, the right to;
- (a) Maintain order and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by its employees;
 - (b) Hire, retire, classify, direct, transfer, promote, demote, assign employees to tasks, layoff, discipline, suspend or discharge employees, providing only that a claim of unfair transfer, demotion, discipline or suspension, layoff or a claim that a Nurse has been discharged or retired without reasonable cause, may be the subject of a grievance to be dealt with as herein provided;
 - (c) Generally, to manage the affairs in which it is engaged and, without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of programs, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work;
 - (d) The Employer agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Agreement.

3.2 Rules and Regulations

The Employer has the right to make rules and regulations that are reasonable provided they are not inconsistent with this Agreement. Should the Employer alter rules and regulations to be observed by the Nurses, it shall advise the Association in writing, prior to such rules and regulations taking effect, so that the Association may make representation.

ARTICLE 4 - DEFINITIONS OF HOURS OF WORK AND OVERTIME

- 4.1 (a) A full-time Nurse normally works a thirty-five (35) hour work week, Monday through Friday, with one (1) hour for lunch and two (2) fifteen (15) minute coffee breaks each day, it being understood that time off for lunch shall not be deemed to be time worked for the purposes of this clause.
- (b) A Regular part-time Nurse is a Nurse who works a predetermined work schedule of fourteen (14) hours or more but less than thirty-five (35) hours per week, Monday through Friday, with one (1) hour for lunch and two (2) fifteen (15) minute coffee breaks during each full day, it being understood

that the lunch hours shall not be deemed to be time worked for the purposes of this clause.

- (c) A casual part-time Nurse is a Nurse who works on an interim replacement basis and is paid in accordance with Appendix "A" of the Collective Agreement.

A casual part-time Nurse who is assigned to one (1) of the Divisions to predetermined hours following either a job posting or a bump, will be eligible for casual hours in their original Division to a combined maximum of thirty-five (35) hours per week.

- (d) The regular hours of work are 0830 hours to 1630 hours, Monday to Friday. Nurses may be scheduled for seven (7) consecutive hours of work, exclusive of a meal period, between 0730 hours and 2200 hours to cover programs regularly scheduled outside of the regular hours of work. Programs will be deemed to include occasional requests from the community. Meal and rest periods shall be as per Article 4.1 (a). The Employer will provide two (2) weeks advance notice, if possible, for Nurses who are required to work on programs which are regularly scheduled outside of the regular hours of work and the minimum amount of advance notice which will be provided is one (1) week.
- (e) There shall be no split shifts.
- (f) A Nurse shall be paid a premium of two dollars (\$2.00) per hour, for each hour worked outside of the regular hours of work, as defined in Article 4.1 (d).
- (g) Nurses hired into temporary positions are entitled to all of the applicable terms and conditions of the Collective Agreement.

4.2 Work in excess of seven (7) hours in any day or in excess thirty-five (35) hours in any week when authorized by the appropriate Program Manager or designate shall be regarded as overtime and compensating time off shall be scheduled at a mutually agreeable time by December 31 of the year after which such overtime was earned. This compensating time shall be at time and one-half ($1^{1/2}$) off or pay at time and one-half ($1^{1/2}$) the Nurse's basic rate of pay. In the event of the Employer denying authorization for overtime hours, the reason(s) for such denial shall be provided.

4.3 Job Sharing

- (a) Job sharing is defined as an arrangement whereby two nurses share the hours of work of one (1) full-time position.
- (b) Job sharing is the splitting of one (1) full-time position into two (2) parts totalling seventy (70) hours per pay period.
- (c) Participating job sharers shall be responsible for sharing benefit premiums with the Employer (as noted in Articles 15.3 and 15.4).
- (d) The Employer will pay fifty percent (50%) and the incumbents will pay fifty percent (50%) of each of their portions of the extended health and dental care premium as per Article 15.4 and Article 15.5.

Should one (1) nurse in the job share choose to opt out of the extended health and dental care benefits the other job sharer nurse can choose to have the full benefit and contribute to costs, if necessary, according to Article 15.4 and Article 15.5.

If the job share nurse who opted out wants back into extended health and dental care benefits or that position is replaced, thirty 30 days' notice will be given to all parties that the extended health and dental care benefits will revert back to be cost shared between the two (2) job share parties.

- (e) All nurses within the Bargaining Unit interested in job sharing shall apply, in writing, to the Manager. Selection shall be based on Article 5.4 (a) of the current Collective Agreement, providing there is a full-time position created by either an available vacancy to be filled (as agreed by the Parties) or by the relinquishing of a full-time position by a successful applicant.
- (f) The job sharers will be scheduled to work an equal number of hours in a pay period unless mutually agreed to between the job sharers and the Supervisor. The schedule shall be in accordance with Article 4.1 (a).
- (g) With the exception of attendance at meetings as outlined in (g), hours worked by the job sharers for the job-shared position in excess of thirty-five (35) hours per week will be considered overtime and dealt with as per the Collective Agreement.

Any pre-approved overtime worked shall be shared as equally as possible between the job sharers' unless mutually agreed otherwise.

Hours of works shall be determined as per Article 4.1 of the Collective Agreement.

- (h) Both incumbents will attend staff meetings, as required by the Program Manager. To compensate for the overlap day, the incumbent who worked on an unscheduled day will take an alternate scheduled work day off upon authorization by the Program Manager. For this purpose, the combined scheduled hours of work for the two (2) job sharers shall not exceed one hundred and forty hours (140) per four (4) week period.
- (i) Job sharers will not participate in the staggered/compressed work plan.
- (j) All seniority, sick leave credits and vacation credits shall be retained and transferred with the job sharer.
- (k) While in the job-sharing arrangement seniority, sick leave credits, vacation credits and paid holidays will accumulate on a pro-rated basis as per the terms of the Collective Agreement with the exception of Article 12.1
- (l) If one (1) of the job sharers is on maternity, parental or adoption leave, leave with or without pay, the other job sharer will be offered the full hours until the other person returns. If the existing job sharer does not want to take the full hours then this vacant job share position will be posted as a temporary position in accordance with the Collective Agreement. If the existing job share does not want to take the full hours and no one applies to the postings, the Employer will discuss with the Union strategies to cover the remaining hours.

- (m) If one (1) of the job sharers terminates their position or transfers to a different position, the job-shared position shall be posted according to Article 5.4 (a) of the Collective Agreement.

If the job-shared position cannot be filled through internal or external job postings then such position shall revert back to full-time and shall be posted in accordance with Article 5.4. If this occurs, then the job-sharing nurse, if they wish a full-time position, must apply as per the Collective Agreement unless they were the incumbent of the original full-time position in which case it shall not be posted.

- (n) Individual job sharers may apply for any posted position as per the terms of the Collective Agreement.
- (o) There shall not be more than two (2) full-time job-share positions at any one time.
- (p) Mutual agreement by the job sharers must be reached in order for job sharers (together) to transfer into vacant areas posted or into a newly created position which has been posted. Upon such agreement, the seniority, if transferring as job sharers into one (1) position, shall be that of combined average of seniority for this purpose only.
- (q) Either party may discontinue the job-share arrangement provided ninety (90) days' notice is given to the other party. Upon receipt of such notice a meeting will be held between the parties within fifteen (15) days to discuss the discontinuation and the rights of the employees currently in the job-share arrangement.

It is understood that such discontinuation will not be unreasonable or arbitrary.

- 4.4 An employee who reports for work as required, shall receive a minimum four (4) hours pay. The Employee shall be required to perform duties assigned by the Employer which they are capable of doing, if their regular duties are not available.

The Employer will provide a Nurse with a list of additional duties to perform when their work assignment is completed prior to the completion of four (4) hours of work.

- 4.5 The following provisions shall apply to the Public Health Nurses working in the Healthy Babies/Healthy Children Program for the Ministry requirement for forty-eight (48) hour contact following postpartum discharge. All nurses in the Healthy Babies/Healthy Children Program shall be required to participate.

- (a) Nurses will be scheduled for weekend coverage and paid holidays as designated under the Collective Agreement, which fall on a Friday or Monday and where the Employer requires coverage for Christmas and Boxing Day, if not attached to a weekend.
- (b) The schedule for coverage as above will be assigned for nurses involved in order of seniority on a rotational basis. Where Christmas and Boxing Day are not attached to a weekend they will be considered as a weekend for assignment of the nurses in order of seniority.
- (c) The schedule will be prepared by December 1 of each year and shall cover the following year, including Christmas and Boxing Day, coverage if required.

- (d) Changes to the schedule may be made by mutual agreement between the two (2) nurses and by written notification to the appropriate supervisor and clerical staff assigned to this program. Where possible, at least twenty-four (24) hours' notice of such change will be provided.
- (e) Where a scheduled nurse is unable to take the telephone call duty due to illness, bereavement leave, family emergency or other personal emergency, then they will notify the answering service who will contact the Program Manager on call who will arrange for replacement coverage by calling nurses in inverse order of seniority and based on their availability.
- (f) For responsibility of contacting the answering service, the nurse may choose to take payment or compensating time off. Nurses will receive a minimum guarantee as follows:
 - i) for a two (2) day weekend, two (2) hours' pay at the straight time hourly rate;
 - ii) for a three (3) day weekend, four (4) hours' pay at the straight time hourly rate;
 - iii) for a four (4) day weekend, six (6) hours' pay at the straight time hourly rate.
- (g) Should it be necessary for the nurse to go to the office to pick up the referrals and/or make phone calls, the time and mileage will be calculated from the nurse's home to the office and return home. Where the nurse lives outside of the County boundaries, they will calculate mileage from the County boundary.
- (h) Where a Nurse chooses payment for the hours worked they shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate for all time spent with a minimum guarantee of two (2) hours' pay at the rate of time and one-half (1½).
- (i) Where the nurse chooses to take compensating time off, such banked hours shall be taken by December 31 of the year after which it was earned. Such compensating time shall be scheduled at a mutually agreeable time between the nurse and their Manager. There shall not be a limit to the number of banked hours.
- (j) If home visits are required, time and mileage shall be paid from the nurse's home or the office (if visiting directly from the office) and return to the nurse's home. Where the nurse lives outside of the County boundaries, they will calculate mileage from the County boundaries.
- (k) Payment on a Paid Holiday – the nurse will be paid in accordance with Article 7.3 of the Collective Agreement.
- (l) Where a Paid Holiday falls on a Saturday or Sunday, then the date recognized by the County as the holiday shall be the applicable date for payment.
- (m) Employees shall be reimbursed by the Employer for any long distance calls.

4.6 Holiday Closure

The Employer will endeavour to provide the dates of the Norfolk County holiday closure the Bargaining Unit President by July 15 of each year.

ARTICLE 5 - SENIORITY

- 5.1 (a) In all cases of job postings, transfers or promotions, where qualifications, performance, ability and experience are relatively equal, seniority shall govern.
- (b) In the event that a reduction of the Nurse force is required, the Employer may layoff Nurses in accordance with seniority. The last to be employed will be the first to be laid off, providing that the remaining Nurses are willing and qualified to perform the available work.
- (c) In the event of a proposed layoff of a permanent or long-term nature, the Employer will:
- (i) provide the local Association with no less than ninety (90) days' notice of such a layoff and;
 - (ii) meet with the local Association to review the following:
 - (1) the reasons causing the layoff;
 - (2) the service which the Employer will undertake after the layoff;
 - (3) the method of implementation including the areas of cutback and the Nurses to be laid off.
- (d) An individual who has been issued a notice of layoff may:
- (i) Accept the layoff;
 - (ii) Elect to transfer to a vacant position provided that they are qualified to perform the work, subject to Article 5.1 (b) above.

“Vacant position” for these purposes shall mean a position for which the posting process has completed and no successful applicant has been appointed.
 - (iii) Exercise bumping rights – Displace another member in any classification who has less bargaining unit seniority than the affected individual and who is the least senior in that classification provided they are qualified to perform the work, subject to Article 5.1 (b) above. Full-time members may only displace full-time members and part-time members may only displace part-time members.
- (e) Recall from Layoff

Nurses on layoff shall retain seniority for a period of fifty-two (52) weeks and shall be recalled to work in the order of seniority provided such employee

possesses the qualifications for the position.

Nurses on layoff will notify the Employer of their interest in accepting temporary vacancies which may arise and for which they are qualified.

Any agreement between the Employer and the local Association concerning the method of implementation, in case of a layoff, will take precedence over the terms of this Article.

- 5.2 In all cases of hiring full-time Nurses, previous nursing experience will be recognized on the basis of one (1) year of employment shall equal one (1) level on the salary grid.

In all cases of hiring part-time Nurses, previous nursing experience will be recognized on the basis of 1400 hours worked shall equal one (1) level on the salary grid.

The newly hired Nurse shall provide documentation from the former employer(s) on former employer(s) letterhead identifying the Nurse's title and hours worked or years of full-time service within thirty (30) days of hire for any adjustment in pay. If a Nurse is unable to meet this timeline, a written explanation will be provided to Human Resources and an alternate timeline may be considered.

- 5.3 (a) For all provisions of this Agreement, seniority for full-time Nurses shall commence and accumulate from the date on which the Nurse was continuously employed by this Employer. For part-time Nurses, the above shall apply, but the seniority shall accumulate according to all hours paid.
- (b) A seniority list shall be established for all Nurses covered by this Agreement who have completed their probationary period. A copy of the seniority list will be filed with the Bargaining Unit President, or their designate, every six (6) months in the last pay periods of April and October. A copy of the seniority list shall also be posted at the same time and a copy sent to the appropriate Labour Relations Officer.

Seniority, as posted on the seniority list, will be deemed to be final and binding and not subject to complaint unless such complaint is made within sixty (60) calendar days from current date of posting. After the sixty (60) day period has passed, any actions taken by the Employer in reliance upon the seniority list may not be the subject of a grievance. However, corrections to the list may be made at any time.

- (c) A newly employed full-time Nurse shall be considered a probationary Nurse until they have completed six (6) months continuous service, after which their name shall be placed on the seniority list and their seniority shall date from the date of their employment with this Employer. If the need for an extension to the probationary period arises, based on the written evaluation of the Nurse's work, it can be extended by mutual consent between the Employer, the probationary Nurse and the Association. Such extension may be up to three (3) months maximum.

A newly employed part-time Nurse shall be considered a probationary Nurse until they have completed 350 hours worked, after which their name shall be placed on the seniority list and their seniority shall date from the date of their employment with this Employer. If the need for an extension to the probationary period arises, based on the written evaluation of the Nurse's

work, it can be extended by mutual consent between the Employer, the probationary Nurse and the Association. Such extension may be up to an additional two hundred and ten (210) hours worked maximum.

A newly employed casual Nurse shall be considered a probationary Nurse until they have completed three hundred and fifty (350) hours or six (6) months worked, whichever comes first, after which their name shall be placed on the seniority list and their seniority shall date from the date of their employment with this Employer. If the need for an extension to the probationary period arises, based on the written evaluation of the Nurse's work, it can be extended by mutual consent between the Employer, the probationary Nurse and the Association. Such extension may be up to an additional one hundred and five (105) hours worked maximum.

- (d) Two (2) written evaluations of the Nurse's work will be done before the completion of the probationary period. One (1) evaluation will be completed at approximately the midpoint of the probationary period (approximately three (3) months for full-time) and a second evaluation will be completed prior to the conclusion of the probationary period (six (6) months for full-time). The original written evaluation will be retained in the Nurse's file, with a copy provided to the Nurse.

5.4 (a) Job Postings

The Employer shall post notice of opportunities for newly created positions or vacated positions, which it intends to fill, on bulletin boards in each office for a minimum of five (5) working days in order that currently employed staff will know that the position is open and will be able to indicate their interest in transferring to this position. Such notice shall include the assignment and office location for such positions. In the case of vacated positions, the Employer shall post the opportunity as soon as possible in the manner set out in this Article.

A copy of all job postings will be provided to the Bargaining Unit President via the normal posting distribution process.

Where more than one (1) Nurse applies to an initial or subsequent posted position then the position(s) will be filled in accordance with Article 5.1 (a).

Where there are no internal applicants to a posted position the Employer may advertise externally.

The name of the successful applicants will be posted in each office. At the request of an unsuccessful applicant, the Employer will discuss ways in which they can improve their qualifications for future postings. All internal applicants who are interviewed shall receive a written reply.

Any Nurse whose current status is that of filling a temporary vacancy, is not eligible to apply to any other temporary vacancy whose start date precedes the end date of their current temporary contract by more than four (4) weeks. In the event that the Nurse is the successful candidate, the Employer may require that they complete the original temporary contract before beginning the new temporary contract.

Any Nurse whose current status is that of filling a temporary vacancy is eligible

to apply for any permanent full-time, part-time or job share position, regardless of the posted start date.

(b) Transfer System

- i) A Nurse who wishes to transfer from their present assignment, or office location in the Health Unit may do so by submitting a written request to the appropriate Program Manager or designate, indicating the assignment, or office location preferred. Such request shall be updated by January 1 of each year and shall be considered as formal application for any notices of opportunity as in 5.4 (a) above.

All applicants shall be considered under Article 5.1 (a). The name of the successful applicants will be placed on each bulletin board. All applicants who are interviewed shall receive a written reply.

- ii) Where the Employer must close or move an office location the Employer will provide written notification to the Bargaining Unit President, then a Special meeting of the Association Agency Committee will be scheduled. The parties will endeavour to schedule this meeting within at least sixty (60) days prior to the proposed move to discuss the process to facilitate staffing of the new location. The Labour Relations Officer may attend.

Such process will include but not be limited to:

- Notification of the move to the nurses;
- Recognition of the seniority rights of the Bargaining Unit members;
- An outline of options for the nurses;
- A written agreement that outlines the process.

Minutes of the meeting will be signed by both parties and posted in each office.

- iii) The affected nurses, in order of seniority, will indicate their option of moving to the new location or exercising their bumping rights. The decision of each nurse will be provided to the Employer, in writing, with a copy provided to the Bargaining Unit President. A nurse will not be required to transfer to another area or office location without their consent unless they are the least senior nurse within the classification (RN, PHN, NP, RPN).

- (c) Temporary vacancies which are less than three (3) months in duration shall not be subject to the requirements of the Article 5.4 (a). The Employer agrees to notify the President of the Local Association in writing of such short vacancies which they plan to fill that are less than three (3) months in duration. The Union President will endeavour to notify all members of the Local regarding this opportunity. The interested member(s) will be responsible to address this opportunity with the Employer within five (5) calendar days of the date of notification to the Association President. Should no bargaining unit members express interest, the Employer shall assign the position.

- (d) Seniority will be retained and accumulated when a Nurse is absent from work under the following circumstances:
- (i) approved leave of absence with pay;
 - (ii) when in receipt of Workplace Safety Insurance Benefits;
 - (iii) when in receipt of sick leave;
 - (iv) when on pregnancy/parental leave of absence.
- (e) Seniority shall be retained but not accumulated when a Nurse is absent from work under the following circumstances:
- (i) for a period of one (1) year after sick leave credits have been used;
 - (ii) when a Nurse is laid off due to reduction in the nursing staff, seniority shall be retained for a period of one (1) year;
 - (iii) when an Employee takes an extended leave of absence after their pregnancy/parental leave for up to twelve (12) months;
 - (iv) approved leave of absence without pay.
- (f) Seniority shall be lost and employment terminated when a Nurse is absent from work under the following circumstances:
- (i) resignation;
 - (ii) discharged for just cause and not re-instated;
 - (iii) is recalled to work after a layoff and fails to notify the Employer within five (5) working days of the receipt by them of official notice from the Employer by way of registered letter that they accept the recall to work, or subsequently fails to report to work within ten (10) working days of their acceptance of a recall. It is further understood that a Nurse is deemed to have received such official notice within three (3) days of the date upon which the letter was registered;
 - (iv) in the event of a layoff in excess of fifty-two (52) weeks.
 - (v) is absent due to sickness or accident for a period longer than thirty(30) months, except that such Employee shall retain any rights which such Employee then has in use under the Long Term Disability coverage provided such loss of seniority does not violate the Ontario *Human Rights Code*.
 - (vi) has ended a temporary contract position without moving into another temporary or permanent position.

- (g) If a Nurse's absence without pay including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous days, they will not accumulate seniority or service for any purpose under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the Nurse will become responsible for full payment of any subsidized employee benefits in which they are entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days, a Nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure their continuing coverage.

5.5 Access to Files

- (a) A copy of any completed evaluation which is to be placed in a Nurse's file shall first be reviewed with the Nurse. The Nurse shall initial such evaluations as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not in any manner constitute disciplinary action by the Employer against the Nurse. A copy of the evaluation will be provided to the Nurse at completion of their evaluation.
- (b) Each Nurse shall have reasonable access to their file for the purpose of reviewing the contents with a Human Resources representative. A copy of any document shall be provided to the Nurse at their request.
- (c) Any letter of reprimand, suspension or other sanction will be removed from the record of a Nurse no later than twelve (12) months following the receipt of such letter, suspension or other sanction, provided the Nurse's record has been discipline free of similar concerns for such period of time.

- 5.6 (a) A Nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, their seniority held at the time of the transfer. In the event the Nurse is returned to a position in the bargaining unit they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.
- (b) In the event that a Nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months and is returned to a position in the bargaining unit, they shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a Nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the Parties.

ARTICLE 6 - SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 6.1 Salaries and professional classifications are set forth in Appendix "A" and remain in effect for the duration of this Agreement.
- 6.2 When duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, the salary shall be negotiated; if the Parties are unable to agree, such dispute may be submitted to

arbitration. The salary shall be retroactive to the date the position was first established and filled.

- 6.3 When a Nurse is assigned the duties of a supervisory position they shall be paid a responsibility allowance of ten dollars (\$10.00) per day.

ARTICLE 7 - HOLIDAYS

- 7.1 (a) The following shall be recognized as holidays to be paid for at regular salaries:

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 1)	Boxing Day

- (b) If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as the holiday. Any other day proclaimed as a holiday by Federal, Provincial or Municipal governments shall be recognized as an additional holiday.

- 7.2 Regular part-time Nurses shall be entitled to the above holidays on a pro-rata basis.

Nurses will have the option to the above entitlement as time off with pay or pay.

If the time off with pay is opted for, such time off must be taken within six (6) calendar months of earning same.

- 7.3 In the event a Nurse is required to work on any such holiday, they shall receive payment at the rate of time and one-half (1^{1/2}) their regular rate of hours worked and another day off in lieu of the holiday to be scheduled at a mutually agreeable time.

- 7.4 If paid holidays fall within vacation time or scheduled days off, they will be granted and may be taken at a mutually agreeable time within six (6) calendar months of same.

ARTICLE 8 – VACATIONS

- 8.1 (a) All full-time Nurses and Nurse Practitioners with less than one (1) year of employment shall be entitled to vacation on a pro-rata basis.

- (b) All full-time Nurses who have completed one (1) full year of service shall be entitled to a vacation of three (3) weeks with pay during each year of employment, up to and including their third (3rd) year of employment.

Nurse Practitioners who have completed one (1) full year of service shall be entitled to a vacation of four (4) weeks with pay during each year of employment up to and including their tenth (10th) year of employment.

- (c) All full-time Nurses, with the exception of full-time Nurse Practitioners, shall be entitled to a vacation of four (4) weeks with pay in their fourth (4th) year of employment up to and including their tenth (10th) year of employment.
- (d) All full-time Nurses and Nurse Practitioners shall be entitled to a vacation of five (5) weeks with pay in their eleventh (11th) year of employment up to and including their seventeenth (17th) year of employment.
- (e) All full-time Nurses and Nurse Practitioners shall be entitled to a vacation of six (6) weeks with pay in their eighteenth (18th) year of employment.
- (f) Employees can, with the approval of their supervisor, carry over up to ten (10) vacation days to the following year, to be utilized by July 31.

NOTE: Vacation entitlement for all full-time Nurses hired on or after the date of ratification by Regional Council of the Collective Agreement commencing April 1, 1998 will be determined based on the preceding schedule.

Full-time Nurses hired before the date of ratification by Regional Council of the Collective Agreement commencing April 1, 1998 shall be grand-fathered. In other words, they shall not lose vacation entitlement through the amendments to this clause, but will be entitled to future vacation increases in accordance with this schedule.

- 8.2 Regular part-time Nurses shall be entitled to vacation with pay on a pro-rata basis as provided for in Article 8.1. For casual Nurses, vacation pay will be paid out on the first pay in December, for the current year.
- 8.3 When a Nurse's employment is terminated for any reason, they shall be entitled to a termination vacation allowance covering vacation earned but not taken.
- 8.4 Written requests for vacations shall be submitted to the Employer by February 1 of each year. Vacations shall be approved and written notification shall be provided to the Nurse by March 1 of each year. Seniority shall be the deciding factor in conflicts of requests. Requests submitted after February 1 will be dealt with on a first come first served basis.

ARTICLE 9 - SICK LEAVE ALLOWANCE

- 9.1 Full-time Nurses will accumulate sick leave on the basis of one and one-half (1^{1/2}) working days with salary for each month of service or its equivalent. Regular part-time Nurses will accumulate sick leave on a pro-rata basis for each month of service or its equivalent.
- 9.2 A full-time or part-time Nurse may utilize sick leave allowance for absence from employment caused by personal illness. Up to thirty-five (35) hours per calendar year may be used to attend to the medical and or urgent needs of a family member as defined in the personal emergency leave provision of the *Employment Standards Act*.
- 9.3 Sick leave credits will continue to accrue for all Nurses on this basis until the Nurse's sick leave credits have been utilized.

9.4 Sick Leave Credit Gratuity

Upon termination of employment, for any reason, full-time Nurses who were employees December 17, 1984, will be entitled to their accumulated sick leave credits subject to:

- (a) Such Nurse must have five (5) full years of service as a full-time Nurse;
- (b) Part-time Nurses must have the equivalent of five (5) full years of service to be calculated on a pro-rata basis;
- (c) Such severance pay will be equal to fifty percent (50%) of the number of days accumulated from sick leave, not to exceed one-half (1/2) year's earnings based upon the basic salary and normal hours of work received by such Nurse immediately prior to such termination;
- (d) Such payment will not be made to any Nurse coming into the employ of the Employer after December 17, 1984.

9.5 Salary shall be continued until the Nurse has exhausted their accumulated sick leave credits.

9.6 A Nurse who qualifies for sick leave requiring hospitalization during vacation shall not have a deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or will be reinstated for use at a later date at a time convenient to the requirements of the Employer with the wishes of the Nurse given full consideration. Nurses who become ill prior to scheduled vacation shall have such vacation time rescheduled at a later mutually agreeable time.

For the purpose of this clause, the word hospitalization shall be deemed to include a period of a minimum of four (4) days when the Nurse, although not actually admitted to hospital, is incapacitated for medical causes. Any such claimed incapacity must be substantiated by *Norfolk County's Medical Certificate of Disability/Return to Work* form (ONA version).

9.7 After three (3) days of sick leave absence a Nurse will provide the Employer with verbal notification of a return to work date.

After five (5) days of sick leave absence a Nurse will provide the Employer with a Doctor's certificate indicating an approximate return to work date.

Should the Nurse not be able to return to work on that date, the Nurse shall continue to provide updated Doctor's certificates until the actual return to work.

Upon return to work after five (5) days of sick leave absence, a Nurse will provide the Employer with a Doctor's certificate.

9.8 A Nurse shall be provided with a statement of accumulated sick leave credits on their bi-weekly pay statement.

9.9 Nurses shall retain full credit for unused sick leave accumulated prior to the date of signing this Agreement.

9.10 Duty to Accommodate

- (a) The Parties recognize the duty of reasonable accommodation for individuals under the *Human Rights Code* of Ontario and *Workplace Safety and Insurance Act* agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Association to fulfil those duties.
- (b) The Employer agrees to notify the Association of the names of all Nurses off due to a work related injury (whether or not the Nurses are in receipt of Workplace Safety Insurance Benefits) each month.
- (c) Prior to any Nurse returning to work on a modified/light/alternative work program, the Employer will notify and meet with O.N.A. representatives and the returning Nurse for the purpose of endeavouring to negotiate a back to work program for the Nurse.

ARTICLE 10 - CAR ALLOWANCE

- 10.1 Each Nurse covered by this Agreement who is required to operate their automobile in the course of their employment, shall be reimbursed as per the County Policy.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

- 11.1 Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any Nurse and/or the Association may present a complaint at any time without recourse to the formal written procedure described herein. A Nurse shall have the right, at any time during a meeting with management or during the grievance procedure, to have the assistance of an Association Representative.
- 11.2 In the event of a complaint by a Nurse covered by this Agreement that they have been discriminated against or discharged or disciplined without just cause or has been otherwise dealt with unjustly, they may file a grievance against the Employer. All grievances shall be in writing and shall contain a statement of the facts giving rise to the grievance and shall be filed in accordance with the procedure outlined in this Article. The following shall be the procedure in processing and handling grievances.

Step One (1)

The Nurse and/or a Union representative shall take the matter up with the, Director Public Health or their designate who shall give their decision in writing within five (5) working days of receipt of the grievance.

Step Two (2)

If the grievance is not settled at Step One (1), the Nurse and/or a representative of the chartered local of the Association may, within five (5) working days of the date of receiving the answer of the appropriate, Director Public Health or their designate (or if no answer is received under Step One (1) then within three (3) working days after such answer ought to have been received) refer the grievance to the General Manager, Employee and Corporate Services or designate, who shall convene a meeting between the Parties within ten (10) working days and render a decision in

writing within five (5) working days of the meeting as set out herein. If the grievance is not settled at Step Two (2), the Association may refer the grievance to Arbitration.

NOTE: Any of the time allowances provided in either the Grievance or Arbitration Procedure may be extended by mutual agreement between the Parties.

11.3 The Parties agree that it is their intent to resolve grievances without recourse to Arbitration, wherever possible. 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.

11.4 Arbitration

Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting the Grievance Procedure established by this Agreement, submit the matter in dispute to a sole arbitrator or by joint agreement of the parties to a three (3) person Board of Arbitration. Where the parties agree to a three (3) person Board of Arbitration, either party shall, in writing, notify the other Party within ten (10) days of the agreement the name of the first Party's appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the office of Arbitration upon request by either Party. When it is the desire of either party to submit the matter in dispute to a single Arbitrator, the parties shall, within fourteen (14) calendar days after receipt of the notice to Arbitrate, agree upon a single Arbitrator, if there is no agreement, either party may request that the appointment of an Arbitrator be made by the Minister of Labour for the Province of Ontario. The Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any Nurse affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

11.5 The Arbitrator or Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provisions of this Agreement. Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairperson.

11.6 In the event a Nurse is discharged or disciplined, such notification to the Nurse shall be made in the presence of the Bargaining Unit President or their designate, and if such discharge or discipline is considered an injustice, then the matter may be taken up as a grievance at Step Two (2) of the Grievance Procedure.

11.7 Notwithstanding any other provisions of this Agreement, grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the Parties or in the opinion of the Arbitration Board or Arbitrator.

- 11.8 A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step Two (2) of the Grievance Procedure within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.
- 11.9 Referral of Grievances to a Single Arbitrator

A Party to the Collective Agreement may request that the Minister refer an alleged violation of the Collective Agreement to a single arbitrator in accordance with Section 49 of the *Labour Relations Act*, as amended.

ARTICLE 12 - LEAVE OF ABSENCE

12.1 Bereavement Leave

- (a) In the event of death of the Nurse's, mother, father, spouse / partner, child, brother, sister, mother-in-law, father-in-law, grandparent, spouse's grandparent and grandchild, a full-time employee shall be granted five (5) working days leave without loss of pay or benefits. Part-time employees shall be granted up to five (5) days if scheduled to work between the time of death and the funeral without loss of pay or benefits. Extra leave without pay but without loss of seniority will be granted at the discretion of the appropriate Program Manager.
- (b) A Nurse will be granted two (2) working day's leave of absence with pay to attend the funeral of the Nurse's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle. A full-time Employee shall be granted two (2) working days leave without loss of pay or benefits. Part-time employees shall be granted up to two (2) days if scheduled to work between the time of death and the funeral without loss of pay or benefits.
- (c) One-half (1/2) day's leave shall be granted without loss of salary to attend the funeral of a fellow Nurse employed in this Bargaining Unit and any other person employed in the Health Unit with whom the Nurse works on a regular basis.
- (d) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding five (5) days in total, in order to accommodate religious and cultural diversity.

The following definition of spouse will be used to determine the entitlement of employees to compassionate leave under the provision of this subsection. A spouse shall be defined as an individual with whom the Nurse is married or an individual of the opposite or same sex with whom the employee is not married but has co-habitated,

- (i) continuously for a period of not less than one (1) year; or
- (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child.

Immediate family and in-laws as defined herein shall pertain to the relatives of a spouse as defined above.

12.2 Pregnancy/Parental Leave

Pregnancy/Parental 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 pregnancy/parental leave shall be thirteen (13) weeks;
- (b) The Nurse 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. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child;
- (c) The Nurse has the right to extend the pregnancy/parental leave to an additional twelve (12) months in total. Written notice by the Nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave;
- (d) A Nurse shall be granted sixty-three (63) weeks of unpaid parental leave, subject to Article 12.2 (h), for each parent who has worked for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave if they desire a parental leave;
- (e) All other parents may take this leave no later than fifty-two (52) weeks after the day of the child being born or coming into care. A nurses' parental leave ends sixty-one (61) weeks after it began, if the nurse took pregnancy leave, and sixty-three (63) weeks after it began otherwise [ESA refs 48 (2) and 49 (1)];
- (f) A Nurse shall be allowed to commence their pregnancy leave at anytime up to seventeen (17) weeks before the expected date of delivery;
- (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 their own;
- (h) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a Nurse who is on pregnancy/parental leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy/Parental benefits pursuant to Section 30 of the *Employment Insurance Act, 1971* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the employment insurance waiting period, and receipt by the County of the Nurse's employment insurance cheque stub as proof that they are in receipt of such benefits for maximum period of fifteen (15) weeks plus ten (10) weeks parental leave. The Nurse's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave

times their normal weekly hours, which shall be determined by using the best five (5) pay periods in the previous fifty-two (52) weeks prior to the commencement of the leave;

- NOTE:
1. Employees must apply for and must be in receipt of employment insurance benefits to receive payments under the plan.
 2. Employees have no vested right to payments under the plan except to payments during a period of employment specified in the plan.
 3. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (i) seniority continues to accrue during pregnancy/parental leave. Participation in the benefit plans shall also continue during pregnancy/parental leave unless the Nurse elects, in writing, not to do so or that the Nurse does not intend to pay their contribution towards the benefits premium;
 - (j) upon return from a pregnancy or parent leave, the Nurse shall be reinstated to the position the Nurse most recently held with the Employer, if it still exists, or to a comparable position if it does not.

12.3 Leave of Absence

Written requests for leave of absence will be considered on an individual basis by the CAO or designate. Such requests are to be made as far in advance as possible and a written reply will be given within fourteen (14) days, except in cases of emergency. The Employer may grant a leave of absence without pay to a Nurse requesting such leave for an emergency or other unusual circumstance. Approval shall not be unjustly withheld.

12.4 (a) Leave for Association Business

Leave of absence without pay to attend to Association business will be granted to a maximum of thirty (30) working days per year in total for the whole Association. Not more than two (2) Nurses from the same office shall be absent at any one time. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the local Association agrees to reimburse the Employer except for Provincial Committee meetings which will be reimbursed by the Association. The Nurse shall submit expense forms to the Local Association which will reimburse the Employer within a reasonable period of time. The Local Association will provide to the Employer, with the payment, an itemized list including the dates, members' names, purpose of leave, and number of hours for each leave.

(b) Leave, Board of Directors/Local Coordinator

A Nurse who is elected to the Board of Directors of the Ontario Nurses' Association, or as Local Coordinator of a Chartered Local Association, other than to the office of President, shall be granted leave of absence without pay up to a total of one hundred (100) days annually. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 12.4 (a) above. During such leave of absence, the Nurse's salary and

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

(c) Leave, President, Ontario Nurses' Association

Upon application in writing by the Association on behalf of the Nurse to the Employer, a leave of absence shall be granted to such Nurse elected to the office of the President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. There shall be no loss of service or seniority during such leave of absence. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the Nurse shall be deemed to be an employee of the Ontario Nurses' Association. The Nurse agrees to notify the Employer of their intention to return to work at least two (2) weeks prior to the date of such return.

12.5 Leave of absence with or without pay for educational purposes may be taken without loss of seniority at the discretion of the Employer. This leave may be extended to twenty-four (24) months. If the leave of absence is granted with pay, there shall be no loss of fringe benefits. If the leave of absence is granted without pay there shall be opportunity for the Nurse to continue participation in the fringe benefits at their own expense. Application for leave of absence shall be made in writing to the appropriate Program Manager. Replies shall be in writing. The final approval is through the CAO.

12.6 Time Off

During a regular work day, when not on an approved leave, Nurses will be granted up to one and one-half (1^{1/2}) hours for any medical or dental appointments at their current hourly rate. Any time over the one and one-half (1^{1/2}) hours may be deducted from the Nurses sick leave or overtime banks or any other compensating time off available. Time deducted from the sick leave bank under Article 12.6 will not be counted as an occurrence under the Attendance Support Policy.

12.7 Prepaid Leave Plan

The Employer agrees to introduce a prepaid leave program, funded solely by the Nurse, subject to the following terms and conditions:

- (a) The plan is available to Nurses wishing to spend four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The Nurse must make written application to the appropriate Program Manager or designate 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 year for the purposes of the program shall be September 1st of one (1) year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the Nurse, the Association and the Employer. There shall be one (1) Nurse off at any one time.

- (d) Written applications will be reviewed by the appropriate Program Manager or designate for leaves requested and will grant it on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the Nurse's gross annual earnings will be deducted and held for the Nurse and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will not 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 Nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Ontario Municipal Employees Retirement System will be in accordance with the plan. The Nurse will not be able to participate in the disability income plan during the year of the leave.
- (i) A Nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the appropriate Program Manager or designate. Deferred salary, plus accrued interest, if any, will be returned to the Nurse within a reasonable period of time.
- (j) If the Nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the Nurse within a reasonable period of time. In the case of the Nurse's death, the funds will be paid to the Nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the Nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the Nurse as much notice as is reasonably possible. The Nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to them within a reasonable period of time.
- (l) The Nurse will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave plan program will be subject to the Nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Nurse's pay. Such agreement will include:
 - (i) A statement that the Nurse is entering the prepaid leave program in accordance with Article 12.8 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 Nurse to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

12.8 Jury Duty

A Nurse called for jury duty or as a subpoenaed witness shall advise the Program Manager and shall be paid by the Employer at their regular rate of pay for all such time spent, and shall turn over to the Employer the full amount of the payment received for such jury or subpoenaed witness duty, exclusive of mileage, meal and other expenses for which they are reimbursed.

12.9 Family Medical Leave

- i) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to twenty-eight (28) weeks within a fifty-two (52) week period.
- ii) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave.
- iii) Subject to any changes in the nurse's status which would have occurred had they not been on Family Medical Leave, the Nurse shall be reinstated to their former duties and former hours of work, within the same department, and at the same rate of pay.
- iv) Giving Notice About Ending Leave
 - (a) A nurse shall give at least two (2) weeks' written notice confirming their intention to return to work.
 - (b) If a nurse wishes to change the date of return to a later date or wants to resign before or at the end of the leave, the nurse must give the Employer four (4) calendar weeks' written notice before the date the leave was originally going to end.
- v) Rights During A Leave
 - i) During Family Medical Leave, the nurse continues to participate in all benefit plans unless they elect in writing not to do so. A nurse who contributes to the benefits premium costs, shall provide the Employer with post-dated cheques, prior to commencement of the leave.
 - ii) Seniority and service continues to accrue during the Family Medical Leave.
 - iii) Vacation days continue to accumulate while on Family Medical Leave. Upon return to work, a nurse shall take vacation time off in accordance with the Collective Agreement.
 - iv) When the leave ends, the nurse shall be reinstated to the position/assignment or comparable position/assignment that the nurse most recently held with the Employer unless the Nurse's

employment has been terminated for reasons solely unrelated to the leave.

- v) A Nurse who is on probation at the start of a leave shall complete the probationary period after returning to work.

ARTICLE 13 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL PROGRAM

13.1 Nurses shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include:

- (a) An orientation program for new Nurses.
- (b) A staff educational program periodically for all Nurses.
- (c) Supervision which includes periodic meetings to review written performance evaluations which shall be completed by the appropriate Program Manager on an annual basis.
- (d)
 - (i) Regular part-time Nurses who attend educational conferences not during their regular working hours shall receive compensating time off at a mutually agreeable time.
 - (ii) Full-time Nurses who attend staff educational conferences on a Saturday or Sunday shall receive compensating time off for actual time spent to a maximum of seven (7) hours per day. Nurses will endeavour to take such compensating time off within the same pay period. Where not possible they will discuss it with their immediate Supervisor.
- (e) Leave of absence with pay to allow a Nurse to write the required examination on completion of a course of study relevant to the profession.
- (f) Time within the working day for preparation for educational programs conducted by the Nurse and for reading educational material pertinent to the profession.
- (g) Educational leave of absence with pay may be granted for short courses and workshops without loss of any benefits or seniority. Courses shall be posted and Nurses allowed to attend courses on rotation.
- (h) Tuition, travel, meals and accommodation shall be paid by the Employer for the short courses and workshops referred to in sub-section (i) above, provided, prior approval for attendance at such short courses or workshops has been received from the Employer. For the purpose of this Article, short courses will be defined as those which are two (2) weeks in duration or less.

ARTICLE 14 – PROFESSIONAL RESPONSIBILITY/WORKLOAD REPORTING

14.1 Nurses employed by the Health Unit are required to maintain membership in good standing with the College of Nurses of Ontario.

The parties agree that care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner, as set out below.

In the event that a nurse covered by the terms and conditions of this collective agreement has cause for concern that their work assignment(s) may potentially impact their ability to maintain the standards of the College of Nurses of Ontario, the following process shall take place:

- i) The nurse shall discuss their concern with the appropriate Manager, or designate, as soon as possible.
- ii) If the concern is unresolved with discussion with their appropriate Manager, or designate, the nurse shall communicate, in writing, the issue(s) to the Director of Public Health as soon as possible.
- iii) Failing resolution, the issue(s) shall be presented at an Agency/ Association Committee meeting for discussion.
- iv) Any suggested resolution will be discussed with the health unit management team.
- v) The Employer will provide a written response to the nurse, with a copy to the Bargaining Unit President, within ten (10) calendar days from the date of the meeting identified in iv).
- vi) If the issues are not resolved through these steps, the nurse(s) and/or Association may contact the General Manager of Health and Social Services to discuss further resolution.
- vii) If any settlement is arrived at, it shall be signed by the parties.

ARTICLE 15 - BENEFIT PLANS

15.1 For the purposes of health and welfare benefits under Article 14, dependent coverage is available to the Nurse, their spouse and their dependents, in accordance with the terms and conditions of the plans.

For the purposes of this Article, a spouse shall be defined as an individual with whom the Nurse is married or an individual of the opposite or same sex with whom the employee is not married, but has co-habitated,

- (i) continuously for a period of not less than one (1) year; or
- (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child.

15.2 Pension Plans

The Employer and each regular full-time employee shall subscribe as required by and to the following Pension Plans:

- (a) Ontario Municipal Employee's Retirement System (O.M.E.R.S.)

The Employer and the employee shall make contributions in accordance with the provisions of O.M.E.R.S. and employees shall retire in accordance with the terms of said plan;

- (b) Canada Pension Plan

15.3 Hospitalization

The Employer will pay one hundred percent (100%) of the Employer Health Tax for all Nurses covered by this Agreement, as per the Legislation, as amended.

15.4 Group Life Insurance and Accidental Death and Dismemberment

- (a) All full-time and regular part-time Nurses shall participate in the Group Life Insurance and Accidental Death and Dismemberment Plans currently in force. The Employer shall pay one hundred percent (100%) of the premium for such insurance. Effective June 1, 2012, any new hires shall contribute twenty percent (20%) towards the monthly premiums. The current coverage is two (2) times the annual salary of the Nurse to a maximum of one hundred thousand dollars (\$100,000).
- (b) All full-time and regular part-time Nurses shall participate in the Long Term Disability Plan currently in force. The Employer shall pay one hundred percent (100%) of the premium for such insurance. Coverage is seventy percent (70%) of monthly earnings to a maximum of six thousand dollars (\$6,000) per month effective the date of ratification by Norfolk County Council.

These Long Term Disability Benefits cease the earlier of:

- (i) the date the employee reaches the normal retirement age; or
- (ii) the date upon which the employee qualifies for early retirement with unreduced pension benefits as per the O.M.E.R.S. provisions.
- (c) In the case of retirement prior to age sixty-five (65) if the employee is fifty (50) years of age or older, but less than fifty-five (55) years of age and eligible for early retirement under the O.M.E.R.S. pension plan, the employee may continue health benefit coverage (Life Insurance, AD & D, Extended Health and Dental) by submitting post-dated cheques for the following year by December 31 of the preceding year to the Human Resources Department.

Providing such benefit coverage is continued by the retiree, the Employer, upon the month following said retiree's fifty-fifth (55th) birthday, agrees to pay fifty percent (50%) of the cost of the monthly premiums of the above-noted benefits, providing the retiree submits post-dated cheques for fifty percent (50%) of the cost of the monthly premiums for the following year by December 31 of the preceding year to the Human Resources Department. This coverage shall be discontinued the earlier of; the date the retiree reaches age sixty-five (65), or the month following the date the employee dies.

For employees newly hired on or after December 31, 2014, providing such benefit coverage is continued by the retiree, the Employer, upon the month following said retiree's fifty-fifth (55th) birthday, agrees to pay forty percent (40%) of the cost of the monthly premiums of the above-noted benefits,

providing the retiree submits post-dated cheques for sixty percent (60%) of the cost of the monthly premiums for the following year by December 31 of the preceding year to the Human Resources Department. This coverage shall be discontinued the earlier of; the date the retiree reaches age sixty-five (65), or the month following the date the employee dies. For clarity, the parties agree that this provision shall become effective prior to the expiration of this collective agreement and shall thereafter continue in effect in the same manner as all other provisions of the collective agreement.

- (d) All full-time and regular part-time Nurses may participate in the Extended Health Care and Hospital Plan currently in force. The Employer shall pay one hundred percent (100%) of the premium for such insurance. Effective June 1, 2012, any new hires shall contribute twenty percent (20%) towards the monthly premiums. The deductible is ten dollars (\$10) for single coverage and twenty dollars (\$20) for family coverage.

The vision care coverage, which is part of the Extended Health Care Plan, is three hundred fifty dollars (\$350.00) every twenty-four (24) months. Entitlement for eye examinations will be in accordance with the *usual and customary* level set by Green Shield (\$85.00 – 2009) effective the date of ratification by Norfolk County Council.

Any combination of massage therapy, physiotherapy and chiropractic visits with no deductible to a maximum of eight hundred dollars (\$800.00) per calendar year.

15.5 Dental Plan

A Green Shield Plan 94 with a current O.D.A. fee schedule will be available to all Nurses, excluding casual Nurses. The Employer will pay one hundred percent (100%) of the premium for said plan. Effective June 1, 2012, any new hires shall contribute twenty percent (20%) towards the monthly premiums.

Major restorative (crowns and bridges) at fifty percent (50%) coverage to an annual maximum of one thousand dollars (\$1000.00) effective the date of ratification by Norfolk County Council.

15.6 Workplace Safety And Insurance Benefits

- (a) The Employer shall provide coverage for Nurses under the *Workplace Safety And Insurance Act*.
- (b) If a Nurse is entitled to receive Workplace Safety Insurance Benefits, they may choose to turn over to the Employer all monies received for such compensation, in which case the Employer will continue to pay said Nurse full salary, taking the difference between compensation payment and full salary from the Nurse's accumulated sick leave credits until such credit is exhausted, after which time the Nurse will receive only compensation payments.

15.7 Benefit Plans

An employee is required to provide sufficient notice to the Human Resources Department where a change is required to be made to:

- (a) benefit coverage, entitlement or exemption status;

(b) residence, telephone, marital or dependant's status.

The Employer will make the necessary change upon receipt of the written notice or the requested effective date, whichever is later, but in no case shall the effect of the change be retroactive.

- 15.8 Health Care Spending Account is five hundred dollars (\$500.00) per Nurse, per year effective April 1, 2012.

ARTICLE 16 - MISCELLANEOUS

16.1 Malpractice Insurance

The Employer will provide adequate malpractice and professional liability insurance.

- 16.2 Where laboratory coats are required in any area, they shall be provided and laundered by the Employer.

- 16.3 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the content so requires. Where the singular is used, it may also be deemed to mean plural.

- 16.4 A copy of this contract will be printed and distributed to all Nurses presently employed in the bargaining unit, and a copy shall be given to all new Nurses by the Employer. Cost for reproduction of this Collective Agreement shall be shared between the Employer and the Association.

- 16.5 Within two (2) weeks following an employee's termination of employment, the Employer will provide them with a letter detailing their years of experience with Norfolk County, providing such letter is requested, in writing to the General Manager of Employee and Corporate Services. In the case of part-time employees, such experience shall be expressed as hours worked.

ARTICLE 17 - NO STRIKES OR LOCKOUTS

- 17.1 During the term of this Collective Agreement, the Association agrees that there will be no strike or other collective action which may stop or interfere with the operations of the Employer and the Employer agrees that it will not cause or direct a lockout of its Nurses.

The word "strike" and the word "lockout" shall be deemed to have the meaning given to them in the *Labour Relations Act*, as amended.

ARTICLE 18 - NOTICE OF RESIGNATION

- 18.1 An employee resigning from the employ of the Employer must do so in writing. No resignation shall be accepted officially until one working day has elapsed from the time of the submission of the resignation, at which time it shall become final. Such written notice of resignation shall provide for not less than four (4) weeks' notice.

ARTICLE 19 - DURATION OF AGREEMENT

- 19.1 This agreement shall be for a period commencing on the 1st day of January, 2018 and expiring on the 31st day of December, 2021.
- 19.2 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter unless either Party notifies the other Party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made within the period of ninety (90) days prior to the termination of this Agreement.
- 19.3 Negotiations with respect to the renewal of this Agreement shall commence within fifteen (15) days of such notice, or within such further period as the Parties mutually agree upon. Furthermore, the Parties agree to bargain in good faith and make every reasonable effort to conclude a Collective Agreement.

ARTICLE 20 – RETROACTIVITY

- 20.1 Any retroactivity as a result of the Collective Agreement applies to salaries and wages only and will be issued by separate bank deposits. The Employer will make all reasonable efforts to issue this payment within forty-five (45) calendar days following ratification by both Parties.

Signed at Simcoe, Ontario, this 16th day of October, 2018.

FOR THE UNION:

Tom Szuty

Melanie Holjak

Eric Robertson

Stacey Guthrie

FOR THE EMPLOYER:

Charlie Luke

Mayor

Andy Grozelle

County Clerk

APPENDIX "A" - SALARY SCHEDULE

Registered Nurse Hourly

	Jan 1/2017	Jan 1/2018	Jan 1/2019	Jan 1 /2020	Jan 1 /2021
Start	\$27.09	\$27.63	\$28.04	\$28.46	\$28.96
After 1 year	28.45	29.03	29.47	29.91	30.43
After 2 years	29.60	30.19	30.64	31.10	31.64
After 3 years	31.16	31.78	32.26	32.74	33.31
After 4 years	32.72	33.37	33.87	34.38	34.98
After 5 years	34.27	34.96	35.48	36.01	36.64
After 6 years	36.19	36.91	37.46	38.03	38.69
After 7 years	38.12	38.88	39.46	40.05	40.75
After 8 years	41.99	42.83	43.47	44.12	44.89

Registered Nurse Casual Hourly Rate

	Jan 1/2017	Jan 1/2018	Jan 1/2019	Jan 1 /2020	Jan 1 /2021
Start	\$30.75	\$31.37	\$31.84	\$32.32	\$32.89
After 1 year	32.30	32.95	33.44	33.94	34.53
After 2 years	33.60	34.27	34.78	35.30	35.92
After 3 years	35.37	36.08	36.62	37.17	37.82
After 4 years	37.14	37.88	38.45	39.03	39.71
After 5 years	38.90	39.68	40.28	40.88	41.60
After 6 years	41.08	41.90	42.53	43.17	43.93
After 7 years	43.27	44.14	44.80	45.47	46.27
After 8 years	47.66	48.61	49.34	50.08	50.96

*R.N.'s with a University Degree receive an additional \$400.00 per annum (\$0.22/hr).

For the purpose of movement on the grid for Casual Nurses, one (1) year = 1400 hours.

Registered Practical Nurse - Hourly

	Jan 1/2017	Jan 1/2018	Jan 1/2019	Jan 1/2020	Jan 1/2021
Start	\$22.32	22.77	23.11	23.46	23.87
After 1 year	23.22	23.68	24.04	24.40	24.83
After 2 years	24.44	24.93	25.30	25.68	26.13
After 3 years	25.66	26.17	26.56	26.96	27.43
After 4 years	26.88	27.42	27.83	28.25	28.74
After 5 years	28.39	28.96	29.39	29.83	30.35
After 6 years	29.90	30.50	30.96	31.42	31.97
After 7 years	32.94	33.60	34.10	34.61	35.22
After 8 years					

Public Health Nurse Hourly/Infection Control Practitioner

	Jan 1/2017	Jan 1/2018	Jan 1/2019	Jan 1/2020	Jan 1/2021
Start	\$29.30	29.89	30.34	30.80	31.34
After 1 year	30.76	31.38	31.85	32.33	32.90
After 2 years	31.98	32.62	33.11	33.61	34.20
After 3 years	33.64	34.31	34.82	35.34	35.96
After 4 years	35.29	36.00	36.54	37.09	37.74
After 5 years	36.96	37.70	38.27	38.84	39.52
After 6 years	39.04	39.82	40.42	41.03	41.75
After 7 years	41.13	41.95	42.58	43.22	43.98
After 8 years	45.26	46.17	46.86	47.56	48.39

For the purpose of movement on the grid for Casual Nurses, 1 year = 1400 hours.

*Certificate of Infection Control (CIC) required. Additional payment of \$500.00 per annum to be issued at the end of each calendar year provided the nurse maintains their CIC certificate. If an employee leaves the employment prior to the end of the calendar year the Employer will pro-rate this payment.

Public Health Nurse Casual Hourly Rate

	Jan 1/2017	Jan 1/2018	Jan 1/2019	Jan 1/2020	Jan 1/2021
Start	\$33.26	33.93	34.44	34.96	35.57
After 1 year	34.91	35.61	36.14	36.68	37.32
After 2 years	36.30	37.03	37.59	38.15	38.82
After 3 years	38.18	38.94	39.52	40.11	40.81
After 4 years	40.05	40.85	41.46	42.08	42.82
After 5 years	41.95	42.79	43.43	44.08	44.85
After 6 years	44.31	45.20	45.88	46.57	47.38
After 7 years	46.68	47.61	48.32	49.04	49.90
After 8 years	51.37	52.40	53.19	53.99	54.93

Nurse Practitioner Hourly Rate

	Jan 1/2017	Jan 1/2018	Jan 1/2019	Jan 1/2020	Jan 1/2021
Start	\$42.45	43.30	43.95	44.61	45.39
After 1 year	44.56	45.45	46.13	46.82	47.64
After 2 years	47.23	48.17	48.89	49.62	50.49
After 3 years	49.89	50.89	51.65	52.42	53.34
After 4 years	52.56	53.61	54.41	55.23	56.20
After 5 years	55.22	56.32	57.16	58.02	59.04
After 6 years					
After 7 years					
After 8 years					

APPENDIX "A" - SALARY SCHEDULE cont'd

II. Part-Time Nurses

Regular part-time Nurses on a pro-rata basis according to the dates as set out in "FULL-TIME NURSES" for both Public Health Nurses and Registered Nurses.

III. Casual Part-Time Rate

For both Public Health Nurses and Registered Nurses, the start rate of full-time Nurses according to the dates as set out in "FULL-TIME NURSES" plus thirteen and one-half percent (13.5%).

Casual Part-Time rates will be arrived at by the following formula:

$$\frac{\text{Annual Start Rate} \times 13.5\%}{1820 \text{ hours}}$$

The percentage add-on included in the hourly rate shall be in lieu of all fringe benefits, being those benefits to a Nurse paid in full or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay and recognized holiday pay.

Vacation Pay

A casual part-time Nurse shall receive vacation pay during December of each year as follows:

- less than four (4) weeks entitlement – six percent (6%)
- four (4) weeks of entitlement – eight percent (8%)
- five (5) weeks of entitlement – ten percent (10%)
- six (6) weeks of entitlement – twelve percent (12%)

IV. Progression and Experience

1. Progression within a classification - a Public Health Nurse without previous experience starts at a starting salary according to Appendix "A" per year and receives yearly increments as shown in Appendix "A" on anniversary employment date to a maximum as shown in Appendix "A" per year to be effective at the beginning of the pay period closer to their anniversary date.
2. The above rates shall be increased by four hundred dollars (\$400.00) per year for Public Health Nurses who have a Bachelor of Nursing Degree and any other related degree.
3. Experience in nursing adds to the value of the Nurse's service and will be recognized by the Employer as outlined in Article 5, Clause 5.2.

LETTER OF UNDERSTANDING

Between

**The Corporation of Norfolk County
Haldimand-Norfolk Health Unit
(The "Employer")**

-and-

**Ontario Nurses' Association
(The "Association")**

Re: Job Security

During the term of this Collective Agreement no Nurse shall be subjected to a lay-off, reduction of hours, or termination as a direct result of bargaining unit work being performed by personnel who are not included in the bargaining unit.

Signed at Simcoe, Ontario, this 16th day of October, 2018.

FOR THE UNION:

Tom Szuty

Melanie Holjak

Eric Robertson

Stacey Guthrie

FOR THE EMPLOYER:

Charlie Luke

Mayor

Andy Grozelle

County Clerk

LETTER OF UNDERSTANDING

Between

**The Corporation of Norfolk County
Haldimand-Norfolk Health Unit
(The "Employer")**

-and-

**Ontario Nurses' Association
(The "Association")**

Re: Sick Leave Alternatives

The Association agrees to meet with the Employer during the term of this Collective Agreement to discuss proposals for an alternate sick leave plan to be implemented for ONA members. Any changes to the current Collective Agreement shall be ratified by the Parties prior to the implementation of any changes.

Signed at Simcoe, Ontario, this 16th day of October, 2018.

FOR THE UNION:

Tom Szuty
Melanie Holjak
Eric Robertson
Stacey Guthrie

FOR THE EMPLOYER:

Charlie Luke
Mayor
Andy Grozelle
County Clerk

LETTER OF UNDERSTANDING

Between

**The Corporation of Norfolk County
Haldimand-Norfolk Health Unit
(The "Employer")**

-and-

**Ontario Nurses' Association
(The "Association")**

Re: Vacation Scheduling

The Parties have agreed that the scheduling of vacation for the duration of the collective agreement shall be done on the following basis:

Each team will meet with the Program Manager during the first week of February to review vacation requests.

Each nurse, in accordance with seniority will request two (2) weeks of their vacation entitlement. These two (2) weeks will be scheduled based on the request and the number of bargaining unit nurses per team who are required for coverage.

Each nurse, in accordance with seniority, will then request the next two (2) weeks of their entitlement, unless their entitlement remaining is one (1) week. Again, these weeks will be scheduled based on the request and the number of bargaining unit nurses per team who are required for coverage.

Any nurse who then has time remaining in their entitlement, including carryover from the previous year, will then request the remaining time of their entitlement. This shall be done in accordance with seniority and the number of bargaining unit nurses per team who are required for coverage.

Seniority shall be the deciding factor in conflicts of requests. Where seniority is equal, alphabetical order based on the employee last name will prevail.

It is not necessary for each nurse to request all of their vacation entitlement at this time. Requests submitted after this process is complete will be dealt with on a first come first serve basis.

The final vacation schedule will then be submitted to the Program Manager for approval.

The final vacation scheduled will be posted by March 1.

Signed at Simcoe, Ontario, this 16th day of October, 2018.

FOR THE UNION:

Tom Szuty

Melanie Holjak

Eric Robertson

Stacey Guthrie

FOR THE EMPLOYER:

Charlie Luke

Mayor

Andy Grozelle

County Clerk

LETTER OF UNDERSTANDING

Between

**The Corporation of Norfolk County
Haldimand-Norfolk Health Unit
(The "Employer")**

-and-

**Ontario Nurses' Association
(The "Association")**

Re: Scheduling

By February 1, Nurses who wish to change their weekend assignment must indicate to a designated Team Member of the Health Babies/Healthy Children Program those weekends which they are unable to work. A list of such additional weekends that now require coverage will be circulated by the designated Team Member to Nurses who have indicated that they are prepared to work additional weekends.

The additional weekends will then be assigned by the designated Team Member in accordance with seniority of one (1) weekend per Nurse of those who have agreed to work additional weekends.

Any further requests to change the weekend schedule shall be offered in accordance with seniority beginning with the last Nurse who was assigned an additional weekend.

Should this process fail to adequately provide staffing coverage, the Parties agree that they shall revert to past practice whereby assignment shall be on a seniority rotational basis.

Signed at Simcoe, Ontario, this 16th day of October, 2018.

FOR THE UNION:

Tom Szuty
Melanie Holjak
Eric Robertson
Stacey Guthrie

FOR THE EMPLOYER:

Charlie Luke
Mayor
Andy Grozelle
County Clerk

LETTER OF UNDERSTANDING

Between

**The Corporation of Norfolk County
Haldimand-Norfolk Health Unit
(The "Employer")**

-and-

**Ontario Nurses' Association
(The "Association")**

Re: Emergency Casual Nurses

Purpose: To address emergency nursing staff coverage for a situation in which the county or health unit emergency plan is enacted to a maximum duration of two (2) months.

An emergency casual nurse is defined as a qualified nurse who is hired on a short term, temporary basis for extraordinary work as the result of an emergency.

The Employer and the Association agree that this Letter of Understanding outlines the use of emergency casual nursing staff in emergencies as follows:

1. The parties agree that the Employer may hire emergency casual nurses in an emergency as defined above.
2. The Parties agree such emergency casual nurses shall be covered by the *Employment Standards Act* save and except for the following provisions of the collective agreement:
 - Salary Schedule – Appendix Schedule "A"
 - Article 4.1 (d) - Definitions of work and overtime
 - Article 4.2 - Definition of overtime

It is understood that before the County offers employment to emergency casual nurses the work shall first be offered in accordance of seniority to regular part-time nurses, casual part-time nurses and full-time nurses. It is understood that efforts reasonable in the circumstance will be made to offer additional hours in accordance with seniority. However, operational emergencies, including but not limited to, infectious disease outbreaks may require immediate, temporary, short term staffing.

Signed at Simcoe, Ontario, this 16th day of October, 2018.

FOR THE UNION:

Tom Szuty

Melanie Holjak

Eric Robertson

Stacey Guthrie

FOR THE EMPLOYER:

Charlie Luke

Mayor

Andy Grozelle

County Clerk

LETTER OF UNDERSTANDING

Between

**The Corporation of Norfolk County
Haldimand-Norfolk Health Unit
(The "Employer")**

-and-

**Ontario Nurses' Association
(The "Association")**

Re: Shift Distribution and Call-In Process for Available Tours

The Parties agree on the following process for shift distribution and call-in process.

The Program Manager or designate shall provide opportunities for the staff to meet and decide on an equitable distribution of the available shifts at least four (4) weeks prior to the start of the schedule.

Available shift(s) shall be offered first to the most senior Casual Bargaining Unit Employee, who works within the Program/Team, who shall be entitled to select one (1) shift on the schedule for which they are qualified to work. The remaining available shift(s) shall then be offered to the next most senior Casual Bargaining Unit Employee, who works within the Program/Team, who shall be entitled to select one (1) shift on the schedule for which they are qualified to work. The remaining available shift(s) shall then be offered to the next most senior Casual Bargaining Unit Employee, who works within the Program/Team, who shall be entitled to select one (1) shift on the schedule for which they are qualified to work. This process shall continue with the next most senior Casual Bargaining Unit Employee until all Casual Bargaining Unit Employees have had an offer of available shift(s). Once all Casual Bargaining Unit Employees have had an offer of available shift(s), the above process shall repeat until all available shifts have been distributed to Casual Bargaining Unit Employees, who work within the Program/Team.

Where all Casual Bargaining Unit Employees have had an offer of shift(s) in accordance with the above process and where available shift(s) remain unfilled on the initial schedule, the shift(s) shall be offered to other qualified bargaining Unit employees in order of seniority, first to casual part-time and then to part-time and then to full-time

If shift(s) become available within four (4) weeks of the start of the schedule or during the schedule period, they shall be offered first to qualified Casual Bargaining Unit Employees in order of seniority, then to qualified part-time Bargaining Unit Employees in order of seniority, then to qualified full-time bargaining unit Employees in order of seniority.

If shift(s) remain unfilled after exhausting the above process, the parties shall meet to discuss.

Signed at Simcoe, Ontario, this 16th day of October, 2018.

FOR THE UNION:

FOR THE EMPLOYER:

Tom Szuty

Charlie Luke

Melanie Holjak

Mayor

Eric Robertson

Andy Grozelle

Stacey Guthrie

County Clerk

LETTER OF UNDERSTANDING

Between

**The Corporation of Norfolk County
Haldimand-Norfolk Health Unit
(The "Employer")**

-and-

**Ontario Nurses' Association
(The "Association")**

Re: Registered Practical Nurse

Whereas the Parties agree that this Letter of Understanding shall be in effect until such time that a new Collective Agreement between the parties is ratified.

Now therefore the parties agree as follows:

1. The Employer agrees that where Registered Practical Nurse(s) are hired, they will only be hired as casual part-time employee(s) pursuant to Article 4.1 (c) of the Collective Agreement and in accordance with the Job Posting provisions of the Collective Agreement with the exception of item six (6) below;
2. The Employer agrees that where Registered Practical Nurse(s) will be hired, they will only be hired to work in the Vaccine Preventable Disease Program. It is further understood that this does not prevent the addition of Registered Nurse(s) into the Vaccine Preventable Disease Program;
3. The Employer agrees it will only seek to hire Registered Practical Nurse(s) when a vacancy in the Vaccine Preventable Disease Program is made available through attrition (i.e. resignation, termination, retirement) of current active, casual part-time Registered Nurses in the Vaccine Preventable Disease Program.
4. It is understood by the parties that one (1) vacancy created through attrition shall be replaced with one (1) job posting.
5. The parties agree that should the Ministry provide funding for a new program, for which the Employer wishes to hire RPNs, it is agreed that the parties shall meet together with the Association/Agency Committee to discuss the appropriateness of such employment. Any recommendations put forward by the Association/Agency Committee shall be given all reasonable consideration.
6. Should paragraphs 3 and 4 above be satisfied, then the Employer may post for one (1) PPT RPN to be allocated to the VPD team (0.5 FTE) to give consistency to the team and reduce the amount of effort that goes into scheduling clinics.

Signed at Simcoe, Ontario, this 16th day of October, 2018.

FOR THE UNION:
Tom Szuty
Melanie Holjak
Eric Robertson
Stacey Guthrie

FOR THE EMPLOYER:
Charlie Luke
 Mayor
Andy Grozelle
 County Clerk

LETTER OF UNDERSTANDING

Between

**The Corporation of Norfolk County
Haldimand-Norfolk Health Unit
(The "Employer")**

-and-

**Ontario Nurses' Association
(The "Association")**

Re: Emergencies

The parties agree to meet to negotiate a letter of understanding regarding emergencies within the first year following the ratification of the agreement. Items for discussion, but not limited to, include: scheduling, call in, overtime, assignment of work duties, etc.

Signed at Simcoe, Ontario, this 16th day of October, 2018.

FOR THE UNION:

Tom Szuty
Melanie Holjak
Eric Robertson
Stacey Guthrie

FOR THE EMPLOYER:

Charlie Luke
Mayor
Andy Grozelle
County Clerk