

COLLECTIVE AGREEMENT

Between:

**BOARD OF HEALTH FOR THE DISTRICT OF ALGOMA HEALTH UNIT
O/A ALGOMA PUBLIC HEALTH**
(Hereinafter referred to as the "Employer")

And:

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

EXPIRY: March 31, 2012

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and the Union and to provide machinery for the prompt and fair disposition of grievances and to establish and maintain mutually satisfactory working conditions and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - SCOPE

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed by the Employer save and except Program Director and those above the rank of Program Director.
- 2.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting or emergencies when regular employees are not available. This does not include work presently being performed by Registered Practical Nurses.

ARTICLE 3 - UNION SECURITY

- 3.01 The Employer agrees to deduct from present employees covered by this agreement a sum equal to the regular monthly Union dues.
- 3.02 The Employer shall deduct from the salary of each new employee, the current monthly Union dues as set from time to time, whether a member or a non-member. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 3.03 The Union shall be notified of the name and address of each new employee within one week of employment date.
- 3.04 The Employer agrees that an officer of the Association or Union Representative shall be allowed a reasonable period (maximum of 30 minutes) during regular working hours to interview newly hired employees who are represented by ONA. During such meeting, membership forms may be provided to the employee. These meetings shall be scheduled in advance and may be arranged collectively or individually by the Employer. Meetings with newly hired employees in the District Offices will be conducted by telephone where necessary.

ARTICLE 4 - COMMITTEES

- 4.01 Meetings
- (a) All joint Employer Union meetings shall be scheduled where practical, during the nurse's regular working hours.

- (b) The Employer agrees to pay any member of the executive at her/his straight time hourly rate for attending meetings with the Employer on a scheduled day off.

4.02 Negotiating Committee

The employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees.

4.03 Grievance Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than three (3) employees and will recognize and deal with the same committee with respect to any matter which may properly arise from time to time during the term of the agreement.

- 4.04 At any time, an alternate appointed at the beginning of the year will have the opportunity to replace an absent Committee member.

- 4.05 The Union agrees to notify the Employer in writing of the names of the members of the Negotiating and Grievance Committees and to notify the Employer in writing of any changes in such Committee members.

- 4.06 The Union shall have the right at any time to have the assistance of a representative of the Ontario Nurses' Association in matters relating to grievances or negotiations.

4.07 Liaison Committee

It is agreed by the parties that a Liaison Committee consisting of three members of the Union and two representatives of the Employer will be established and meet to discuss matters affecting the public health nursing program. It is agreed that the Committee will meet on a quarterly basis or at other times as necessary on the request of either party.

- 4.08 The Union acknowledges that their representatives have regular duties to perform and shall not absent themselves to attend mutually arranged meetings with the employer without notifying their Program Director or designate. In accordance with this understanding the Employer will pay such representatives at their regular salaries for all regular time lost for attendance at mutually arranged meetings with the Employer.

- 4.09 An Occupational Health and Safety Committee formed pursuant to the existing legislation shall have at least one member of the Union. This member represents the workers under the Occupational Health and Safety Act, and will be trained as defined under the Act. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in Algoma Public Health in order to prevent accidents, injury and illness.

ARTICLE 5 - MANAGEMENT

- 5.01 The management of Algoma Public Health and the direction of the working forces are vested exclusively with the Employer. The Employer retains the sole right to hire, discipline, suspend, discharge, layoff, assign, promote, demote, and transfer employees and to determine the starting and quitting time and the number of hours to be worked. The Employer agrees that these functions shall be executed in a manner consistent with the provisions of this agreement, and subject to the right of an employee to lodge a grievance as set forth herein. The Employer shall exercise his rights to assign job duties and to direct the working forces in a fair and reasonable manner.
- 5.02 It is understood that all disciplines will be for just cause.

ARTICLE 6 – DISCRIMINATION

- 6.01 The Employer and Union agree that there will be no discrimination exercised by any of their representatives with respect to any employee because of race, creed, colour, nationality, ancestry, marital status, family status, age, sex, sexual orientation, place of origin, or disability.
- 6.02 The Union and Employer agree that there will be no intimidation, interference, restriction or coercion, exercised or practiced on employees of the Employer by any of their members or representatives. There will be no Union activity, solicitation for membership or collection of dues on the Employer's premises except with the permission of the Employer.
- 6.03 The Employer and the Association recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the *Ontario Human Rights Code*.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 An employee having a difference shall first take up such difference with her/his Program Director or designate within fifteen (15) working days after the fact or events which gave rise to the matter in dispute. The Program Director or designate shall respond within ten (10) working days. Failing settlement, the difference shall be considered a grievance and the following steps shall be taken.

Step No. 1

The Union shall submit a written copy of the grievance to the Business Administrator or her/his designate within ten (10) working days of receipt of the decision of the Program Director or designate or within ten (10) days of the time that the decision should have been received. The Business Administrator shall meet with the Committee within ten (10) working days of the submission of the written grievance. The Business Administrator shall give a decision in writing within ten (10) working days.

Step No. 2

Within ten (10) working days after the decision is given at Step No. 1, the Union may present the grievance to the Medical Officer of Health, or her/his designate. The aggrieved employee, and/or the Grievance Committee shall meet with The Medical Officer of Health to consider the grievance. At this stage the employee and/or the Grievance Committee may be accompanied by a representative of the Union. The decision of the Medical Officer of Health will be rendered in writing within ten (10) working days following such meeting. If the grievance is not settled at Step No. 2, the Union may refer the grievance to arbitration.

7.02 Grievances involving discharges may be instituted by the Union commencing at Step II.

7.03 Policy Grievance

Where the dispute involves a question of general application or interpretation of the terms of the collective agreement, either party may file a grievance commencing at Step II of the grievance procedure provided such grievance is filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute.

7.04 Time limits set out in this article may be extended by agreement between the Employer and the Union.

7.05 At the time formal discipline is imposed an employee may request and will be granted the right to have a Union representative in attendance. It is understood that the employee will be advised of this right in advance of any discipline meeting.

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

ARTICLE 8 - ARBITRATION

8.01 It is agreed by the parties hereto that any difference relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration as defined in the *Ontario Labour Relations Act*. A Board of Arbitration shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

ARTICLE 9 - STRIKES AND LOCKOUTS

9.01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the Employer agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Employer for the duration of this Agreement.

ARTICLE 10 - SENIORITY

- 10.01 (a) Seniority shall commence and accumulate from the date on which an employee last commenced employment with the Employer, Algoma Public Health. Seniority shall be recorded in hours.
- (b) In calculating full time nurses seniority, one (1) complete year of full time service is equal to 1820 hours.
- (c) A part time nurses seniority shall be recorded in number of hours paid.
- 10.02 (a) Seniority shall 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 illness allowance;
 - iii) when in receipt of Workplace Safety and Insurance Board;
 - iv) when on approved leave for ONA business;
 - v) when on pregnancy/parenting leave;
 - vi) when in receipt of Long Term Disability Benefits.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- i) for a period of one year after illness allowance credit has been used;
 - ii) when laid off due to reduction in the nursing staff for a period of less than twenty-four (24) calendar months;
 - iii) when on approved leave of absence without pay which exceeds thirty (30) continuous calendar days;
 - iv) when on a disciplinary suspension unless the suspension is revoked.
- (c) Seniority will be lost and employment terminated when a nurse is absent from work under the following circumstances:
- i) she/he voluntarily quits her/his employment;
 - ii) she/he is discharged for just cause and such discharge is not reversed through the grievance procedure;
 - iii) she/he fails to report to work within fifteen (15) days after being notified by registered mail to return to work following a layoff;
 - iv) she/he is absent on lay-off for a period in excess of twenty-four (24) consecutive months;
 - v) she/he is absent without just cause for three (3) consecutive working days.
 - vi) Utilizes a leave of absence for the purposes other than those for which the leave may have been granted.
 - vii) Fails to return to work after the completion of a leave of absence granted by the employer unless through sickness or sufficient cause.

10.03 Probation

Newly hired full time employees shall be considered on probation for a period of six (6) months from the date of hire. Newly hired part time, casual and temporary employees shall be considered on probation for nine hundred and ten hours (910) worked or six months from date of hire, whichever occurs first. All probationary employees will participate in a formal evaluation with their Program Director on or about the third month of probation. During such period the employee may be terminated based on a lesser standard of performance than required for an established employee in the event of discharge. Employees who have completed the probationary period will be placed on the seniority list and credited with seniority from the day they commenced work.

10.04 Seniority List

- (a) An up-to-date seniority list shall be posted annually during January on bulletin boards in conspicuous places on the Employer's premises. This list will include the date of hire as well as the seniority date. Complaints concerning the accuracy of such lists will be considered within thirty (30) days of posting and if no complaint is received within that time, such lists shall be presumed to be accurate. A copy of such lists will be sent to the Bargaining Unit President and Labour Relations Officer at the time of posting.
- (b) Written errors or omissions in a list posted in accordance with Article 10.04 shall be corrected on application of the Union or the employee concerned, provided:
 - i) Such error or omission relates to the period subsequent to the date of the previous list, and
 - ii) the error or omission is brought to the attention of the Program Director or designate within thirty (30) days of the employee's first reasonable opportunity to see the list.

10.05 LAYOFF

A "layoff" is defined as a reduction in the workforce of the bargaining unit.

10.06 In all cases of layoff:

- (a) In the event of a layoff, employees shall be laid off in reverse order of seniority providing that the employees remaining have the ability to perform the available work. Subject to the foregoing, probationary employees shall be first laid off.
- (b) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

- (c) All part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the part-time and full-time categories before any new employee is hired into either category.
- (d) No new employees shall be hired until all those employees who retain the right to be recalled have been given an opportunity to return to work.

10.07 In the event of a proposed layoff of a permanent or long term nature, the Employer will:

- (a) provide the Union with ninety (90) days notice or more of any layoff unless the Employer is not given sufficient notice of a funding cut to comply with this notice provision. The individual employee will be provided with notice of layoff in accordance with the *Employment Standards Act*.
- (b) meet with the Union

10.08 In the event that a decrease in the total number of FTE's of employees results in a layoff in a given geographic area, the following will occur:

- (a) the employees who receive lay-off notices to meet the required decrease will be the most junior on the seniority list in that given geographic area;
- (b) all employees in the bargaining unit junior to those in a) will receive lay-off notices in order to meet legislative requirements because an employee, on receipt of a lay-off notice, may choose to bump a more junior member in a different geographic area;
- (c) the employees working in the program(s) that prompted the decrease in FTE's, if they hold seniority, will move into the program(s) vacated by the employees who received lay-off notices;
- (d) if an employee in a given geographic area receives a lay-off notice, the employee may choose to bump someone more junior in a different geographic area.

Note 1: For purposes of this Article, the four geographic locations will be considered to be the offices in Sault Ste Marie, Wawa, Blind River and Elliot Lake.

ARTICLE 11 - JOB VACANCY/PROGRAM OPENING

11.01 Where the Employer determines that a vacancy/program opening exists within the bargaining unit, or where a temporary vacancy/program opening arises as a result of the necessity to replace an employee on a leave of absence expected to be for twelve (12) weeks or longer, the Employer shall post a notice of vacancy/program opening for a period of (5) working days.

11.02 The parties agree that in all cases of promotion to a higher classification and job vacancies/program openings the following factors will be considered:

- (a) ability, experience and qualifications;
- (b) seniority.

Where the factors in (a) above are considered to be relatively equal seniority will be the determining factor.

- 11.03
- (a) The Employer agrees to post/email internally all job vacancies/program openings which occur in positions covered by this Agreement for a period of not less than five (5) working days.
 - (b) Any employee wishing to make application shall do so in writing within the required time limit.
 - (c) Employees who express an interest, in writing, for assignment to a different program will be considered when a job vacancy/program opening occurs and such request shall remain in effect only until the end of the calendar year in which it is submitted.
 - (d) The Employer will forward a copy of all postings related to job vacancies/program openings to the Union.
 - (e) All applications will be acknowledged in writing within fourteen (14) days of receipt.
 - (f) The Employer reserves the right to interview only those employees who meet the minimum qualifications and experience requirements on the job posting.
 - (g) The Union shall receive notification of the successful applicant(s) within seven (7) calendar days of the decision of the Employer.
 - (h) Any job vacancy/program opening not filled within three (3) months of the expiry date of such posting shall be considered cancelled and prior to filling such job vacancy/program opening it will be posted in accordance with 11.01.
 - (i) An employee awarded a temporary vacancy shall not be entitled to apply for another temporary vacancy until forty-five (45) days before the position occupied is completed. This limitation may be waived by mutual agreement between the employer and the union. Such agreement shall not be unreasonably withheld.

11.04 Transfers Out of the Bargaining Unit

- (a) If any employee is transferred out of the bargaining unit the Employee or the Employer shall have the right to return the Employee to her/his former

position and salary if that right is exercised within three (3) months of such transfer.

- (b) In the event an employee attains another position in another bargaining unit of Algoma Public Health, such employee will retain her/his service credits for the purpose of vacations and other benefits, except her/his position on the grid.
- (c) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she/he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her/his return to the bargaining unit.

11.05 Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactory perform the job which she or he was promoted or transferred or the employee is not satisfied with the new position, the employer shall, during the first thirty (30) days worked from the date on which the nurse was first assigned to the vacancy/program opening, return the nurse to her or his former position, and the filling of the subsequent vacancies will likewise be reversed.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Compassionate Leave

Leave of absence without loss of pay for a period of three (3) consecutive scheduled working days, shall be granted to an employee as a result of the death in her/his immediate family. Immediate family means: spouse, common-law spouse, child, father, mother, brother or sister, mother-in-law, father-in-law, grandparent and grandchild. Leave of absence without loss of pay for one (1) day shall be granted to an employee to attend the funeral of the employee's aunt, uncle, niece, nephew, sisters-in-law, brothers-in-law, sons-in-law and daughters-in-law. The Employer may at his discretion grant time off to an employee to attend a funeral or memorial service. A part-time employee may utilize compassionate leave within seven (7) working days of the date of the funeral.

"Common-law spouse" shall be defined as an individual with whom an employee has been living and in which relationship they have publicly represented themselves as husband and wife or as a couple.

Notwithstanding the above, individuals will be granted flexibility to distribute their compassionate leave entitlement over two (2) occasions, not exceeding three (3) days in total, within six (6) months of the death of the family member, in order to attend the funeral or memorial service.

12.02 Personal Leave

The Employer may grant leave of absence without loss of seniority and without pay for a period up to three (3) months to any employee requesting such leave

for good and just cause. Such leave will not be unreasonably withheld. An employee will make a written request for such leave and the Employer will respond within five (5) working days; except in cases of emergency in which case a reply will be given as soon as possible. Once such leave has been approved, it will not be cancelled by the Employer without the agreement of the employee.

An Employee may request a short term leave, i.e. one or two working days by filling out the appropriate form and verbally requesting the leave and the Employer will respond at the time that the leave is requested.

12.03

(a) Union Leave

Leave of absence without pay and without loss of seniority shall be granted to employees elected or appointed to represent the Union on Union business. Not more than two (2) members shall be absent at any one time and the total of such leave of absence shall not exceed fifty (50) working days.

Leave of absence without pay and without loss of seniority shall be granted to an employee elected to the Board of Directors of the Ontario Nurses' Association. The total of such leave shall not exceed fifty (50) working days in any calendar year.

There will be no loss of seniority or service during such leaves of absence.

(b) Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association. There shall be no loss of service or seniority for a full-time employee during such leave of absence. There shall be no loss of service or seniority for a part-time employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her/his intention to return to work at least four (4) weeks prior to the date of such return.

During such leaves of absence as set out in Article 12.03 (a) above, the nurse's salary and applicable benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Employer in the amount of the daily rate of the nurse. There will be no loss of seniority or service during such leave of absence.

12.04

Educational Leave

Leave of absence may be granted at the discretion of the Employer, with expenses paid whenever possible, for staff members to attend on a rotating basis, professional meetings (i.e. OPHA & RNAO) or meetings, short courses or workshops pertaining to any aspect of nursing. Information regarding such

courses, workshops or meetings shall be posted in advance so employees may apply for leave to attend.

12.05

(a) Pregnancy

The Employer shall grant a pregnancy leave of absence of seventeen (17) weeks or as allowed under the *Employment Standards Act* except where amended in this provision. An employee may extend the leave for a period of up to twelve (12) months duration inclusive of any parental leave.

It is understood that such employee will give her Employer two weeks notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery.

In order to be eligible for the supplemental benefit, the employee shall be employed at Algoma Public Health for at least two (2) years. A nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between fifty percent (50%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall apply following completion of the two (2) week employment Insurance waiting period and receipt by the Employer of the Nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue for a maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

It is understood and agreed that such employee will notify her/his Program Director or designate in writing four (4) weeks in advance of the expiry date of such leave of her intention to return to work. The employee shall be reinstated to her/his former position unless that position has been discontinued, in which case the employee shall be given a comparable job.

(b) Parental Leave

- i) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- ii) An employee who had taken a pregnancy leave under Article 12.05 is eligible to be granted a parental leave of up to eighteen (18) weeks' or as allowed under the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural

father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- iii) In order to be eligible for the supplemental benefit, the employee shall be employed at Algoma Public Health for at least two (2) years. An employee who is on parental leave as provided under this Agreement who is not eligible for and who has not received pregnancy leave benefits pursuant to section 18 of the Employment Insurance Act and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between fifty percent (50%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the employment Insurance benefit (currently 26 weeks).
- iv) On return from Parental Leave, the employee shall be reinstated to her/his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

12.06

Jury Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or is required to serve as a witness in a case arising from her/his duties with the Employer in the District of Algoma. The Employer shall pay such employee the difference between her/his normal earnings and the payment she/he receives for jury service excluding payments for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

12.07 PROFESSIONAL LEAVE

Professional leave without pay will be granted to full-time and part-time employees who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

Professional leave without pay will be granted to Registered Nurses who are elected to the RNAO to attend regularly scheduled meetings.

ARTICLE 13 - HOURS OF WORK

13.01 The regular hours of work for all employees covered by this Agreement shall be thirty-five (35) hours per week.

13.02 Overtime/Premium Payment

(a) All hours worked outside the regular hours, when authorized by a Program Director or designate shall constitute overtime and shall be compensated by time off at the rate of one (1) hour for every hour worked in excess of seventy (70) hours but not more than eighty (80) hours in a pay period. Such requests will not be unreasonably denied.

(b) It is agreed that the overtime hours may be accumulated and taken within one hundred and eighty (180) days of the occurrence at a time mutually agreed upon by the employee and her/his Program Director or designate.

(c) Any employee working in excess of eighty (80) hours in a pay period shall receive time and one half in money or lieu time for every hour worked in excess of seventy (70) hours.

(d) Overtime time or time in lieu hours not taken within one hundred and eighty (180) days of the occurrence shall be paid out at the appropriate rate of pay. Time limits may be extended to 270 days by mutual agreement between the nurse and her Program Director or designate.

13.03 The Union will be given one (1) month's notice of any change in the present hours of work to permit an opportunity for discussion.

13.04 (a) Standby/Callout

An employee who is designated to be on standby and available for work shall be paid two dollars and sixty cents (\$2.60) per hour of standby duty in addition to the call-out provisions of this agreement as of April 1, 2009.

(b) Call Out

An employee who is called-out to perform non-scheduled work shall be paid a minimum of not less than four (4) hours' pay or may choose to take lieu time.

- (c) Standby/Call out will be assigned/offered by seniority on a rotating basis, provided that a nurse has the skill and ability to perform the work.

13.05 The employee shall be allowed a rest period of fifteen (15) consecutive minutes in both the first half and the second half of the day. The employee cannot accumulate rest period time not taken.

ARTICLE 14 - DEFINITIONS

14.01 (a) Full-time employee is an employee who works the regular hours of work each week as referred to in Article 13.01.

(b) i) Regular Part-time Employee is an Employee who regularly works less than the full-time hours referred to in Article 13.01. The commitment for each part-time employee will be the number of hours or days for which she/he was hired and may be increased by mutual consent between the employee and the employer in accordance with Article 11.

ii) Casual part-time employee is an employee who works on an “on call” or “short term” basis whose employment may vary in length from day to day and week to week in circumstances where there is no permanent employee able to perform the available work.

iii) Temporary employee is an employee who works for a temporary period of time due to an absence of a full-time or regular part-time nurse for reasons such as pregnancy/parental leave or sickness or who works the equivalent regular hours of work for full-time or part-time nurses while engaged to work on a special project.

The release of a temporary employee during or at the conclusion of the term shall not be considered a layoff nor shall it be the subject of a grievance or arbitration. A permanent nurse who holds a temporary position shall revert to the position held immediately preceding the nurse’s selection for the temporary position upon completion of the temporary position.

ARTICLE 15 - VACATIONS

15.01 The vacation year runs from January 1 to December 31st. Any improved vacation entitlement (as referenced in Article 15.02 to 15.03 inclusive) is effective on January 1 of the year the employee’s anniversary date entitles them to the next higher level of entitlement.

- (a) All employees who have not completed a full year of employment by December 31, shall receive one and two thirds days vacation for each full calendar month of service from the date of starting employment to a maximum of twenty (20) days.

- (b) All employees who have completed one year of continuous service at December 31st of the current year but less than thirteen (13) years of continuous service shall receive four (4) weeks annual vacation with pay.
- (c) All employees who have completed thirteen (13) years continuous service at December 31st of the current year shall receive five (5) weeks annual vacation with pay.
- (d) All employees who have completed twenty-three (23) years of continuous service at December 31st, of the current year shall receive six (6) weeks annual vacation with pay.
- (e) Part-time employees shall receive the same entitlement to vacation time as full-time employees and pay for vacation will be on a pro rata basis.
- (f) When an employee's employment is terminated for any reason, she/he shall be entitled to a terminal vacation allowance covering vacation earned but not taken.

15.02

- (a) It is agreed that vacations may be taken at any time during the calendar year, provided requests for vacation are made in writing to the Program Director or designate.
- (b)
 - i) Applications for vacation between January 1 and June 30 must be submitted in writing before November 1st of the previous year.
 - ii) Applications for vacation between July 1 and December 31 must be submitted in writing before March 31st.
- (c) The vacation approved list for the above times will be posted within three (3) weeks. Should a dispute occur, seniority will be the deciding factor.
- (d) In all other situations, requests will be responded to within three (3) weeks. Should a dispute occur, it will be decided on a first come, first serve basis.
- (e) In the event of a dispute over vacation preference, seniority shall be the determining factor.

15.03

Casual and temporary employees will receive vacation pay at 8% of their regular earnings and paid bi-weekly.

15.04

- (a) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital which commenced prior to and continues into the scheduled vacation period, the period of such hospitalization shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to compassionate leave in accordance with Article 12.01.
- (e) The portion of the employee's vacation which is deemed to be compassionate leave under the above provisions will not be counted against the employee's vacation credits.

15.05 Employees who are off work without pay for a period of twenty (20) working days or more shall have their vacation entitlement reduced in proportion to such time absent from work. During such period the employee shall pay the full cost of the premiums for benefits outlined in Article 17.

ARTICLE 16 - PAID HOLIDAYS

16.01 The following shall be recognized as holidays to be paid for at an employee's regular rate of pay providing the employee is not on leave of absence without pay:

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

If any of the above holidays fall on a Saturday or Sunday, the Friday or the Monday as designated by the Employer shall be considered as the Paid Holiday for the purpose of this Agreement.

Part-time employees shall be paid for paid holidays on a pro-rata basis in accordance with time worked.

16.03 In the event an employee is required to work on one of the above holidays such employee shall be paid time and one-half (1½) her/his regular rate of pay for all hours worked in addition to holiday pay.

16.04 If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as the holiday.

16.05 If paid holidays fall within vacation time another day off with pay will be granted at a mutually agreed upon time.

16.06 (a) All part-time staff will include hours for statutory holidays in their designated hours of work. This means that hours worked plus hours paid

for any statutory holiday in any given week will total the employee's normal designated hours of work in that specific week.

- (b) If an employee is unable to take the hours off for a statutory holiday in the week in which the holiday occurs because of work load or work commitments, the time owing will be taken at a time mutually agreed to by the employee or her/his Program Director or designate.

ARTICLE 17 - HOSPITAL/MEDICAL INSURANCE

- 17.01 (a) It is agreed by the parties that all full-time and all part-time employees regularly scheduled to work 21 or more hours per week shall be provided with Green Shield Supplementary and the Green Shield Extended Health Care Plan; 100% of the cost of the premiums to be paid by the Employer.

The cost of Zyban and Champix, or a nicotine inhaler will be paid by the employer for smoking cessation for a two year period from January 1, 2010 to January 1, 2012.

Part time employees employed on or before August 11, 2003 shall be provided with continued benefit coverage regardless of the number of hours worked.

- (b) Dental Plan

All full-time and all part-time employees regularly scheduled to work 21 or more hours per week shall be provided with Green Shield Dental Plan #9 based on the current less two (2) years O.D.A. rates, 100% of the cost to be paid by the Employer.

- (c) Vision Care

All full-time and all part-time employees regularly scheduled to work 21 or more hours per week shall be provided with Vision Care coverage will be a maximum of \$250.00 every twenty-four (24) months.

Eye examinations performed by a registered, licensed optometrist or physician limited to one (1) exam every twenty-four (24) months for adults aged 20 through 64 inclusive, up to the usual and customary amount.

Vision coverage includes laser surgery.

- (d) Every employee shall be fully responsible for keeping the Employer informed of changes in his marital status or number of dependants.

17.02 Group Life Insurance

It is agreed by the parties that a group life insurance plan will be in effect for all full-time employees and all part-time employees regularly scheduled to work 21 or more hours per week after a three (3) month waiting period. The coverage

shall be equal to one and one-half (1½) times the employee's yearly salary taken to the next highest thousand dollars, 100% of the cost of the premiums to be paid by the Employer.

Part-time employees employed on or before August 11, 2003 shall be enrolled in Group Life Insurance.

17.03 Long Term Disability Plan

It is agreed by the parties that all full-time employees shall be provided with a Great-West Long Term Disability Plan; 100% of the cost of such plan to be paid by the Employer. The long-term disability plan will include:

- (a) an elimination period of twelve months;
- (b) a benefit of 70% of the employee's basic monthly rate of earnings with a maximum of \$2,750.00;

17.04 Notwithstanding the provisions of Article 17.06, the Employer agrees to continue payment of its share of the above benefits for a period up to three (3) months of unpaid absence due to sickness or personal disability after sick leave credits are exhausted as provided in Article 19.

17.05 Part-time employees who regularly work less than 21 hours per week shall receive ten percent (10%) of their regular rate of pay per hour worked above their regular rate of pay as set out in appendix A hereto attached in lieu of all forms of Health and Welfare and fringe benefits. It is understood this does not include in lieu of pension and vacation.

Casual and temporary employees shall receive ten percent (10%) of their regular rate of pay per hour worked above their regular rate of pay as set out in appendix A hereto attached in lieu of all forms of Health and Welfare and fringe benefits.

Part-time nurses will be offered the opportunity to opt out of benefit coverage on a one-time basis. Should a nurse opt out of benefits she shall receive ten percent 10% in lieu of benefits. The employer will allow a part-time employee who has opted out of coverage to rejoin the benefits plan in extenuating circumstances.

17.06 Continuation of Benefits in the event of disability

- (a) Employees absent from work due to non-occupational illness or accident are subject to the following conditions:
 - i) During the first twelve (12) months, following the elimination period, of any such absence the Employer agrees to provide at its cost all benefits as set out in Article 17.00 that the employee is enrolled and entitled.

- ii) At the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits as set out in Article 17.00 that the employee is enrolled and entitled.
- (b) Employees absent from work due to an occupational illness or accident for which Worker's Compensation is paid are subject to the following conditions:
 - i) During the first twenty-four (24) months of such absence the Employer will provide at its cost all benefits as set out in Article 17.00 that the employee is enrolled and entitled.
 - ii) At the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits as set out in Article 17.00 that the employee is enrolled and entitled.

17.07 All refunds, reduction of premiums, dividends, etc. shall become and remain the sole property of the Employer without the consent of the Union. Effective February 1st, 1982, the Employer shall have the right to determine the carrier of such benefits. The benefits to any such plan shall not be changed without the consent of the employees.

17.08 Adjustments to coverage for Group Life Insurance and Long Term Disability Insurance arising from the terms of a new or revised Agreement shall be made effective as soon as possible after the signing of the terms of settlement.

17.09 Such coverage for Group Life Insurance and Long Term Disability Insurance shall be in accordance with the terms and conditions of the carrier of such coverage.

17.10 It is agreed by the parties that the full Employment Insurance rebate on premiums shall be retained by the Employer.

ARTICLE 18 - SICK LEAVE

18.01 The provisions of this article shall cover employees absent from work as a result of personal disability caused by accident or sickness, excluding accidents or illnesses covered by Workplace Safety and Insurance Board.

18.02 Sick leave shall not be paid to employees with less than three (3) months service; however, upon completion of three (3) months service such employee shall be credited with 10.50 hours per month from the date of employment. Part-time employees shall accumulate sick leave on a pro-rata basis in accordance with time worked.

18.03 (a) The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the Employer whether retiring voluntarily or dismissed for cause.

- (b) The length of service shall be calculated from the date of employment.
- 18.04 Sick leave shall not accumulate if an employee is off work without pay for a period in excess of fifteen (15) consecutive working days.
- 18.05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of 1680 hours.
- 18.06 Recognized days off shall not be deducted from the accumulated sick leave.
- 18.07
- (a) No employee shall draw accumulated sick leave benefits, unless their absence from work is due to legitimate illness or injury unless addressed in this collective agreement.
 - (b) An employee may be required to produce a medical certificate from their attending physician for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his/her duties due to illness/injury. If a medical certificate is requested, the Employer shall pay the full cost of obtaining the certificate upon production of receipt.
 - (c) An employee may be required to produce a medical certificate, from their attending physician, for a period of less than three (3) days' absence due to illness/injury if the employee's record indicates a pattern of intermittent absenteeism. If a medical certificate is requested, the Employer shall pay the full cost of obtaining the certificate upon production of receipt.
 - (d) An employee who will be absent due to illness must notify the Program Director or designate/clerk staff no later than thirty (30) minutes after the commencement of their regular shift. Failure to give such notice may result in loss of sick leave benefits.
- 18.08 If an employee is off work as a result of injuries or illness for which the Workplace Safety and Insurance Board has paid, his time lost shall not affect his accumulated sick leave.
- 18.09 A master record of each employee's sick leave shall be kept by the Employer and each employee may at reasonable times check his current balance.
- 18.10 Employees shall be granted personal leave to attend to the care of a spouse, child, or parent to a maximum of two (2) days per calendar year and such approved leave will be deducted from the employee's accumulated sick leave credits.

ARTICLE 19 - PENSIONS

- 19.01 Pension Plan
- (a) The Employer and Union recognize that the Ontario Municipal Employees Retirement System will be in effect and all full-time employees will participate in this plan.

- (b) A part-time employee who is eligible for O.M.E.R.S. in accordance with the applicable legislation may become and shall remain a member of O.M.E.R.S.

19.02 Early Retirement Benefits

- (a) The Employer agrees to cover the payment of premiums for the Green Shield Supplementary and Green Shield Extended Health Care Plans for employees who retire early on an unreduced early retirement pension from date of retirement to age 65.
- (b) Such payments shall cease if coverage is available from another source or the retired employee is employed in full-time employment.

ARTICLE 20 - CAR ALLOWANCE

- 20.01
- (a)
 - i) Effective April 1, 2009 each full time employee covered by this Agreement who is required to operate her/his automobile in the course of her/his employment, shall be reimbursed \$130.00 per month plus \$.37 per kilometre travelled on employer business.
 - ii) Effective April 1, 2010 each full time employee covered by this Agreement who is required to operate her/his automobile in the course of her/his employment, shall be reimbursed \$130.00 per month plus \$.38 per kilometre travelled on employer business.
 - iii) Effective April 1, 2011 each full time employee covered by this Agreement who is required to operate her/his automobile in the course of her/his employment, shall be reimbursed \$130.00 per month plus \$.39 per kilometre travelled on employer business.
 - (b) Part-time employees who are required to use their automobiles on Employer business will be paid car allowance on a pro-rata basis in accordance with time worked.
 - (c) Employees shall provide daily readings of mileage travelled on behalf of the Employer.
- 20.02 Employees shall complete on a monthly basis, the travel expense forms, which will include kilometres travelled on behalf of the Employer on a daily basis.
- 20.03 Employees who are off work without pay for a period of ten (10) working days or more shall have their car allowance reduced in proportion to such time absent from work.
- 20.04 It is the individual employee's sole responsibility to insure her/his automobile and the Employer may require proof by a certificate of an insurance company that the car is insured for at least \$1,000,000 public liability while in use on Employer business.

ARTICLE 21 - COMPENSATION

- 21.01 The schedule of wages shall be provided in Appendix "A" attached to and forming part of this Agreement.
- 21.02 Past Related Experience
The minimum rate shall not necessarily be the hiring rate and due regard shall be given for previous related experience.
- 21.03 Grid Increments
- (a) Each full-time employee will be advanced from her/his present level to the next level set out in the salary schedule, twelve (12) months after she/he was last advanced on her/his service review date.
 - (b) Each part-time employee will be advanced from her/his present level to the next level set out in the salary schedule, after obtaining one year's service credit based on 1820 hours equalling one year.
- 21.04 Payroll will be calculated on the above annual rate divided by 26.089.

ARTICLE 22 - MISCELLANEOUS

- 22.01 Termination of Employment
When terminating employment, two weeks notice will be given in writing by the employee or Employer, as the case may be.
- 22.02 Bulletin Boards
The Union shall have the use of bulletin boards for the posting of notices relating to Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union.
- 22.03 A nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. A nurse who is selected by a nurse or the College of Nurses to act as a proctor shall be allowed the time to be in attendance during the examination.
- 22.04 E-mail shall satisfy all requirements in this collective agreement regarding correspondence in the following articles:
- 10.04 (a)
 - 10.04 (b)
 - 11.01
 - 11.03 (b)
 - 11.03 (c)
 - 11.03 (d)

11.03 (e)
11.03 (g)

The Employer shall utilize the Agency staff list for their e-mails.

ARTICLE 23 – SECONDMENT

23.01 A secondment occurs when an employee of Algoma Public Health with the mutual agreement of the employer works at an employer other than Algoma Public Health for a predetermined amount of time. While working for the defined period of time, the employee maintains all rights under the Collective Agreement and his/her salary, benefits and pension under OMERS are kept whole.

It is understood that all secondment opportunities will be posted inclusive of those less than twelve (12) weeks. Notwithstanding the previous clause, job vacancy provisions will apply as per Article 11 in the Collective Agreement.

ARTICLE 24 - TERMINATION

24.01 This Agreement shall be effective from April 1, 2009, and shall remain in effect until March 31, 2012, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue to be in effect for a further year without change and so on from year to year thereafter.

SIGNING PAGE

Signed at Aault St. Marie, ONTARIO THIS 22nd DAY OF September, 2009.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

FOR THE EMPLOYER



A. Lorie

Carol Wood

[Signature]

FOR THE UNION



Labour Relations Officer

S Berger

A. Nelson

[Signature]

APPENDIX "A"**Wages:**

Effective January 1, 2008 the employer increased wages by 0.5% as a result of a settlement. The resulting wage increase will be used as the base salary for all increases in wages.

Effective April 1, 2009 – 2.5% increase

Effective April 1, 2010 – 2.5% increase

Effective April 1, 2011 – 3.0% increase

Effective April 1, 2009

	REGISTERED NURSE	PUBLIC HEALTH NURSE	NURSE PRACTITIONER
LEVEL 1	27.72	29.49	43.40
LEVEL 2	28.98	30.84	44.78
LEVEL 3	29.96	31.83	46.13
LEVEL 4	31.43	33.38	47.47
LEVEL 5	34.47	37.47	49.43

Effective April 1, 2010

	REGISTERED NURSE	PUBLIC HEALTH NURSE	NURSE PRACTITIONER
LEVEL 1	28.44	30.23	44.48
LEVEL 2	29.70	31.61	45.90
LEVEL 3	30.71	32.63	47.28
LEVEL 4	32.22	34.21	48.66
LEVEL 5	35.33	38.40	50.66

Effective April 1, 2011

	REGISTERED NURSE	PUBLIC HEALTH NURSE	NURSE PRACTITIONER
LEVEL 1	29.26	31.14	45.82
LEVEL 2	30.59	32.56	47.28
LEVEL 3	31.63	33.61	48.70
LEVEL 4	33.19	35.24	50.12
LEVEL 5	36.39	39.55	52.18

The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

LETTER OF INTENT

Between:

ALGOMA PUBLIC HEALTH
(Hereinafter referred to as the "Employer")

And:


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

RE: Professional Responsibility

Professional Responsibility shall be a standing item on the Liaison Committee agenda.

Signed at Spult St. Marie, ONTARIO THIS 22nd DAY OF September, 2009.

FOR THE EMPLOYER

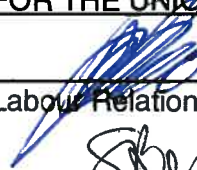


A. Lorne

Carol Lorne

[Signature]

FOR THE UNION



Labour Relations Officer
S. Benge

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

ALGOMA PUBLIC HEALTH
(Hereinafter referred to as the "Employer")

And:

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

RE: Community Alcohol and Drug Assessment Program Registered Nurse – Sharon Mulligan


The parties agree without prejudice or precedent to any issues between the parties that:

- 1. Ms. Sharon Mulligan will be placed at the fourth (4th) level of Algoma Public Health Public Health Nurse pay grid.
- 2. Ms. Mulligan will be entitled to any increases at the level as negotiated.


This arrangement will be re-visited if Ms. Mulligan's job duties change at any time.


Signed at Sault Ste Marie, ONTARIO THIS 22nd DAY OF September, 2009.

FOR THE EMPLOYER

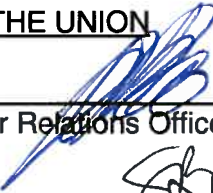



 A. Bowie




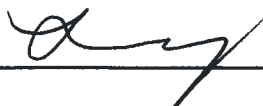


FOR THE UNION



 Labour Relations Officer






LETTER OF AGREEMENT

Between:

ALGOMA PUBLIC HEALTH
(Hereinafter referred to as the "Employer")

And:

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


LOCAL 12

That it be understood that for the period commencing April 1, 2009 – March 31, 2012 a market wage adjustment will be supplied as outlined below:

1. To an Algoma Public Health employee, who is a member of the Ontario Nurses Association Local 12.
2. To an employee who reports to Algoma Public Health, Wawa Ontario office,
3. Is a registered nurse, employed by Algoma Public Health,
4. The amount of the allowance is to be three hundred and two dollars and fifty cents (\$302.50) per month or \$13.75 per day effective April 1, 2009 – March 31, 2012.
5. This agreement shall be effective from the date of signing and shall remain in effect but may be amended or terminated at any time by agreement of the parties.


Signed at Sault Ste Marie, ONTARIO THIS 22nd DAY OF September, 2009.

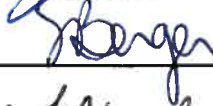
FOR THE EMPLOYER





 A. Lorne

FOR THE UNION



 Labour Relations Officer






LETTER OF UNDERSTANDING

Between:

ALGOMA PUBLIC HEALTH
(Hereinafter referred to as the "Employer")

And:

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

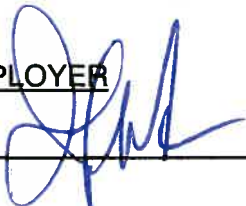
RE: Job Sharing

The Employer will consider a job share for two (2) nurses in the same program on a case by case basis. Job sharing is defined as an arrangement whereby two (2) nurses share the hours of work what would otherwise be one full-time position.

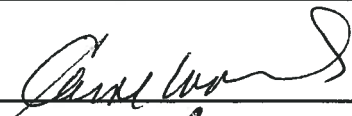
Before any job sharing arrangement is made the parties shall meet to identify and develop a Letter of Understanding outlining the details of the job sharing arrangement.

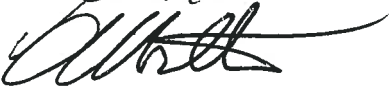
Signed at Sault Ste Marie, ONTARIO THIS 22nd DAY OF September, 2009.

FOR THE EMPLOYER

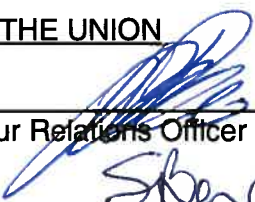


A. Louie





FOR THE UNION



Labour Relations Officer
Stanger

