

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**SUDBURY & DISTRICT HEALTH UNIT**  
(hereinafter called the "Employer")

**AND:**

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

**EXPIRY DATE: March 31, 2012**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and Association, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and salaries for all nurses who are subject to the provisions of this Agreement.

It is agreed by the parties hereto that every covenant, proviso and agreement shall ensure to the benefit of and be binding upon the parties hereto, and their assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits the singular number shall read as if the plural were expressed and the feminine gender as if the masculine, as the case may be, were expressed.

- 1.02 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 - SCOPE**

- 2.01 This Agreement shall apply to all nurses of the Employer, as defined in the Certificate of Certification issued by the Ontario Labour Relations Board, dated at Toronto the 15th day of June, 1967.

- 2.02 Notwithstanding Article 2.01, this being all registered and graduate nurses who are nurses, employed by the Board of Health, Sudbury and District Health Unit, save and except Manager and persons above the rank of Manager.

The parties agree that if the name of the Employer changes due to the restructuring of the Municipality the parties can address the issue with a Letter of Understanding to be attached to the Collective Agreement.

- 2.03 (a) Employees outside the Scope of the Bargaining Unit will not perform the work normally performed by members of the Bargaining Unit except for the purposes of instruction, research, during an emergency or in other cases as are mutually agreed by the parties.
- (b) Notwithstanding any other clause in this Collective Agreement, except Article 2.02, the Employer retains the right as defined by the Health Protection and Promotion Act and Ministry of Health Guidelines to enter into Purchase of Service Agreements provided these agreements do not result in the loss of employment, demotion or loss of basic wages of a Full-time nurse or a Part-time Nurse within the scope of this Collective Agreement.
- (c) Notwithstanding Article 2.03 (a), it is to be understood that Employees outside the scope of this Collective Agreement shall be able to assist their staff in the performance of their duties provided that the performance of these duties does not result in the loss of employment of a Bargaining Unit member

## **ARTICLE 3 - ASSOCIATION REPRESENTATION**

- 3.01 The Employer hereby recognizes the Association as the sole Collective Bargaining

Agent for all nurses covered by Article 2 -Scope - in respect to hours of work, wages, and all other conditions pertaining to this Agreement.

### 3.02 O.N.A. – Management Committee

A Committee of up to four (4) Nurses elected or appointed by the Local Association and who are Employees of the Health Unit shall meet with an Employer Committee consisting of up to four management representatives, for the purpose of discussing matters related to nursing service, professional practice and workload issues. Either party may give notice of such a meeting, stating matters to be discussed or both parties may meet within ten (10) working days of such notice being submitted. Either party may request an expansion of the Committee to address a particular concern. During normal hours of work members of the ONA Management Committee shall be permitted paid time off as shall reasonably be necessary to attend meetings with management personnel. The committee shall meet no less than four (4) times per calendar year.

The foregoing time limits may be extended by mutual consent which shall not be unreasonably withheld.

3.03 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the duly Chartered Local 002.

### 3.04 Joint Occupational Health & Safety Committee

(a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of Employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:

- The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].
- When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable actions(s) that reduces risk and protects nurses.
- The Employer will make every attempt to ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.
- When the Employer receives written recommendations from a health and safety representative, that Employer shall respond in writing within twenty-one days. [*Occupational Health and Safety Act*, s. 8(12)].
- The Employer's response shall contain a timetable for implementing

the recommendations the Employer agrees with and give reasons why the Employer disagrees with any of the recommendations that the Employer does not accept. [*Occupational Health and Safety Act*, s. 8(13)].

- The Employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].
  - The employee shall use or wear the equipment, protective devices or clothing that the Employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28(1)(b)]
  - The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker. [*Occupational Health and Safety Act*, s. 28(2)(b)].
  - A worker who is required by his or her Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- (b) A committee shall be established in accordance with the *Occupational Health and Safety Act* and will include at least one (1) representative selected or appointed by the Union from amongst the bargaining unit employees. The committee shall select the worker representative who is to be certified unless additional certified workers are required by the Act.
- (c) The committee shall hold meetings quarterly or more often if an emergency situation warrants and will co-operate in improving rules and practices as they relate to providing adequate protection to employees in carrying out their responsibilities for the Employer
- Minutes shall be taken of all meetings and copies shall be sent to the Employer and Association. Responsibility for the minutes, calling of the meetings and conduct of the meeting shall be in the Chair selected by the committee. Committee members shall suffer no loss of pay for attending such meetings.
- (d) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

The Employer agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.

- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

3.05 Grievance Committee

During normal hours of work members of the Grievance Committee shall be permitted paid time off as shall reasonably be necessary to attend meetings with management personnel.

3.06 Negotiating Committee

The Employer recognizes a Negotiating Committee comprised of four (4) members of the bargaining unit for the purposes of negotiating a renewal Agreement. Committee members shall suffer no loss of regular pay for attending such meetings with the Employer up to and including conciliation.

**ARTICLE 4 - RESPONSIBILITY OF EMPLOYEES**

4.01 It is recognized that the Employer is responsible for the safety, health, comfort, and general welfare of the citizens; therefore, the nurses recognize they must be prepared at all times to assist in carrying out the services of the Employer.

4.02 The parties agree that any dispute arising over the interpretation of the terms of this Agreement be adjusted and settled in an orderly manner without interruption to the said services to the citizens; therefore, the nurses agree that if any differences with the Employer occur during the time period of this agreement, the same will be dealt with under the Grievance Procedure hereinafter set forth under Article 6.

4.03 Responsibility of Employees

It shall be the responsibility of all nurses to notify the appropriate Director(s) or designate(s) as the case may be, in writing, in duplicate, within three (3) days of any change in her/his address or telephone number. It is understood that any notice sent to a Nurse's last address and name recorded with the Employer shall be deemed to have been received by the Nurse.

**ARTICLE 5 - EMPLOYER RIGHTS**

5.01 The Association agrees that it is the exclusive right of the Employer to:

1. Maintain order, discipline, and efficiency.
2. Hire, lay-off, classify, direct, transfer or promote nurses, discipline nurses, for just cause, provided that a claim by a nurse who has completed the probationary period that the nurse has been demoted or disciplined without just cause may be treated as a grievance as provided in this agreement
3. Generally to manage the enterprises in which the Employer is engaged, and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used, and the number and qualifications of persons to be employed.

5.02 The Employer also has the right to make and alter from time to time, reasonable

rules and regulations to be observed by nurses.

- 5.03 These rights shall not be exercised in a manner directly contrary to the provisions of this Agreement.

## **ARTICLE 6 - GRIEVANCES**

### 6.01 Grievance Committee

The Employer acknowledges the right of the Association to appoint or otherwise select an Association Grievance Committee of not more than four (4) employees of the Employer. The members of such Committee shall be communicated in writing to the Employer.

### 6.02 Grievance Procedure

Within the terms of this Agreement, a Grievance shall be defined as the difference arising between a Nurse, the Association, or both, and the Employer as to the interpretation, application, administration or the alleged violation of the provisions of this Agreement.

#### 1. Complaint Stage

- (a) It is understood that a nurse has no grievance until she/he has first given her/his appropriate Director or designate an opportunity to adjust or rectify her/his complaint. In discussing her/his complaint, the Nurse has the option, if the employee so desires, to be accompanied by a Member of the Grievance Committee, or an alternate representative if no Member is readily available without additional cost to the Employer.
- (b) A nurse's complaint which is not settled by her/his appropriate Director or designate within seven (7) calendar days shall then be committed to writing as a Grievance, and commence at Stage 1 of the Grievance Procedure, provided that not more than twenty-one (21) calendar days have elapsed since the occurrence of the alleged Grievance.
- (c) An employee Grievance must be signed by the aggrieved employee(s).

#### 2. Stage 1

The aggrieved nurse(s) and or representative of the Grievance Committee shall take the written Grievance to the appropriate Director, Corporate Services or designate. The appropriate Director or designate shall within three (3) working days arrange a meeting place and set a time during working hours to discuss and attempt to settle the grievance. A written decision must be given to the aggrieved nurse(s) within three (3) working days of the meeting. Grievances that are not settled shall proceed to Stage 2, provided not more than twenty-one (21) calendar days have elapsed since the date of the written decision.

### 3. Stage 2

The aggrieved nurse(s) accompanied by two (2) members of the Grievance Committee and a Representative of the Ontario Nurses' Association if the Grievance Committee so desires, may then take the Grievance up with a designated Committee of the Employer, made up of the appropriate Director or designate, the Director of Corporate Services and/or designate. This designated Committee shall arrange a meeting within twenty-one (21) calendar days of receipt of the notification from the Grievance Committee. A written decision by the designated Committee shall be given to the Grievance Committee within seven (7) calendar days of the meeting.

Grievances that are not settled may be referred to Arbitration in accordance with the Ontario Labour Relations Act, provided that no more than thirty (30) calendar days have elapsed since the date of the written decision by the designated Committee.

#### 6.03 General Grievance

Any difference(s) arising between the Association and the Employer from the interpretation, application, administration or the alleged violation of the provisions of this Agreement, instead of following the procedure hereinbefore set out, may be submitted in writing by either party to the other at Stage 2 of the Grievance Procedure, provided that not more than sixty (60) calendar days have elapsed since the occurrence of the alleged general Grievance. A representative of the Ontario Nurses' Association may attend this meeting if the Grievance Committee so desires. A general Grievance must be signed by the President or Chair of the Grievance Committee or their designate.

#### 6.04 Specific Grievance

A nurse, who has completed the probationary period and who claims that she/he has been demoted, discharged, suspended pending discharge, or disciplined without just cause, shall commence a Grievance at Stage 2 of the Grievance Procedure.

Such Grievance may be settled by confirming or cancelling the Employer's action, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or the Board of Arbitration as the case may be.

6.05 Time extensions to any section under this Article may be made at the request of either party upon written request to the other party and such request shall not be arbitrarily or unreasonably withheld.

### **ARTICLE 7 - ARBITRATION**

7.01 Any grievance not settled at Stage 2 may, before thirty (30) calendar days have elapsed since the written decision of the Committee of the Employer, be submitted by either party to Arbitration in accordance with the Ontario Labour Relations Act currently in force.

7.02 Each of the parties to this Agreement shall bear the expenses of its appointee to the Arbitration Board. The expenses of the Chair and any cost of the place of the hearing shall be divided equally between the parties.

7.03 The Arbitration Board shall not alter, add to, subtract from, modify or amend any part of this Agreement.

- 7.04 The majority decision of the Arbitration Board shall be confined to deciding the issues set out in the Grievance Statement as submitted at Article 6.02 (2) Stage 1 of the alleged difference and the arbitrability thereof.
- 7.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be 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 Chair of the Arbitration Board governs.

## **ARTICLE 8 - ASSOCIATION SECURITY AND ACCESS TO FILES AND DISCIPLINE**

- 8.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse. A copy of the evaluation will be provided to the nurse at her/his request.
- 8.02 A nurse, upon written request to the Director of Corporate Services may, in the presence of the Manager, Human Resources, review the contents of her/his Personnel File at a mutually agreeable time. Such file shall include, but not be limited to:
1. Application Form
  2. Disciplinary Record
  3. Performance Evaluation.
- 8.03 The Employer shall notify the employee and the Union of dissatisfaction in writing concerning her/his activities which may reflect on her/his employment with the Employer within twenty (20) working days of the incident becoming known by the Employer.
- Should an employee's personnel record remain clear of any recorded disciplinary notices for a period of twelve (12) consecutive months from the date of the last recorded discipline, then only those disciplinary notices referring to absenteeism, lateness or work attitude shall be disregarded in considering the employee's personnel record. Notification of this removal will also be provided to the employee in writing.
- 8.04 The Employer shall hold a meeting with an employee for the purpose of formal discipline (verbal warning, written warning, suspension or discharge). The nurse may be represented by a member of the Grievance Committee, or an alternate representative if no such member is readily available, without additional cost to the Employer provided the employee so requests. The Employer shall notify the employee of this right prior to the formal meeting. Where the nurse declines representation, the nurse shall confirm the notification in writing. The absence of a Nurse Representative, if declined by the nurse, at such meeting shall not render the discipline a nullity, and an Arbitrator or Arbitration Board may review such discipline on its merits.

- 8.05 It is agreed and understood by the parties hereto that there shall be a compulsory dues check-off upon all nurses who come within the Scope of this Agreement after thirty (30) days of employment, and same shall continue during the period of this agreement.
- 8.06 The Employer agrees to deduct dues from the earnings of each nurse in the amounts certified by the Association, to be currently in effect.
- 8.07 The Employer agrees to deduct the amount of dues each month and remit the amount of dues so deducted to the Ontario Nurses' Association Business Office together with a list showing names, employee numbers and social insurance numbers and, once a year, a list of addresses of all nurses who have been employed at the time of the deduction including a specific list of nurses. A copy of this list will go the Bargaining Unit President. The Association shall indemnify and hold harmless the Employer with respect to all dues so deducted and remitted.
- 8.08 No person shall be required as a condition of employment to become or remain a member of the Association or any other organization.
- 8.09 The Employer agrees that an officer of the Association or Union representative shall be allowed a reasonable period not less than 15 minutes during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Employer.

## **ARTICLE 9 - SENIORITY**

### **9.01 Definitions**

1. Seniority shall mean days of continuous service but shall not include days of leave of absence without pay in excess of thirty (30) continuous calendar days for full-time.
2. Part-time nurses accumulate seniority on the basis of hours worked. One year of service is equal to 1505 hours worked exclusive of overtime.

9.02 Seniority for each classification in the bargaining unit shall be separate and apart from the seniority of another classification. Seniority lists shall be posted in January and July of each year on the Employer's Bulletin Boards and intranet, and a copy of each List shall be sent to the Association and the Labour Relations Officer. A Nurse may challenge her/his own individual seniority standing provided such challenge is submitted to the Director of Corporate Services within 30 days from the date the Seniority List is posted. When proof of error is presented by the Nurse, such error will be corrected, and when so corrected, the agreed upon Seniority date shall be final. If the error is not challenged as set out above, and is challenged when subsequent seniority Lists are posted, there can be no retroactive application. No change in the seniority status of a Nurse shall be made unless concurred with by the Association. In the event that errors are discovered in the Seniority List, subsequent to the time limits set out above, the Seniority List may only be amended under such terms and conditions as are mutually agreed between the Employer and the Association.

- 9.03 The seniority lists to be posted are as follows:
- (a) Full-time Public Health Nurses
  - (b) Part-time Public Health Nurses
  - (c) Full-time Nurse Practitioners
  - (d) Part-time Nurse Practitioners
- 9.04 In cases where performance, ability, qualifications and experience are approximately equal seniority shall be the deciding factor when decisions are made with regard to promotion and inter-office lateral transfers in case of all posted vacancies in accordance with Article 9.10. Recognizing the existing qualifications and the work of Nurses, the Employer will provide an orientation period to any successful applicant(s) when the posting is from one Division to another Division or one Program to another Program.
- 9.05 In the event of an anticipated lay-off of more than one full-time or part-time nurse which is deemed to be of a permanent or significant duration, the Employer shall meet and communicate same to the Local Association's Committee no less than eight (8) weeks, in advance of such notice of lay-off.
- 9.06 Temporary and casual employees will be given consideration for full-time and part-time employment should an opportunity be available. Temporary and casual employees transferred to full-time or part-time shall accumulate seniority from date of hire.
- 9.07 In the event that affected nurses have the same seniority date, the parties agree to draw lots in the presence of management representatives and Bargaining Unit representatives as a fair and reasonable manner to determine seniority for purposes under this article. It is understood that this applies in the case of layoffs only.
- 9.08 The layoff and recall of Public Health Nurses shall be separate and apart from the layoff and recall of Nurse Practitioners. Where the Employer decides to permanently reduce the complement in a classification, the full-time and part-time seniority lists shall be combined and become one for the purposes of layoff and recall.
- Temporary or casual, and then probationary nurses in the classification shall be laid off first and then further layoffs will be on the basis of seniority. Recall will be in the reverse order of the seniority.
- 9.09 A newly hired probationary full-time nurse shall be on probation for a period of six (6) months from date of hiring, or 752.5 hours worked for a part-time nurse. After successful completion of the probationary period, seniority shall be effective from the most recent continuous date of employment. A probationary employee must have permission from the division Director to bid into postings. The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:
- (a) reasons which are arbitrary, discriminatory or in bad faith;
  - (b) exercising a right under this Agreement.

The Health Unit agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

- 9.10
- (a) Prior to the appointment to a vacant or new position and/or area covered by the Collective Agreement, the Employer shall post notice of the vacancy on the intranet for five (5) working days and send an electronic copy of job postings to the Bargaining Unit President. This will allow all staff to know that the position is vacant in order to permit for written application to the Director of Corporate Services or designate. The successful applicant to a vacant or new position and/or area shall be limited to one such transfer every twelve (12) months unless mutually agreed to by the Employer and the Association. This limitation does not apply to nurses transferring status from full-time to part-time or vice versa. Unsuccessful applicants may request an opportunity to discuss the reason(s) why they were not granted the position. At any such meeting a nurse will be accompanied by a representative of the Local Association if requested.
  - (b) A full-time or part-time nurse who is the successful applicant to a vacant position referred to and subject to Article 9.10(a) shall be allowed to transfer to the posted position without any loss of seniority, vacation credits as described in Article 13 and accumulated sick leave. The successful applicant shall assume her/his same position on the incremental salary schedule and be given credit for hours accumulated since date of most recent advancement on the salary scale.
  - (c) While it is recognized that nurses will be given due consideration in their application to specific programs or sub-offices, the appropriate Director's reserves the prerogative to transfer a nurse from one program to another or sub-office for that which is in the Director's opinion, a bona-fide reason. Should such transfer be anticipated, the same shall be communicated to the Association Representatives with thirty (30) days notice where possible.
  - (d) A successful applicant to a vacant position referred to and subject to Article 9.10 shall be placed on an appropriate trial period of up to a maximum of three calendar (3) months. If unsatisfactory to the Employer or the nurse elects to return to her previous position during the trial period, the employee shall revert to the position held immediately preceding such placement.
  - (e) It is agreed and understood that only the initial vacancy resulting from an application for Pregnancy, Adoption Leave or long-term absence due to sickness or injury will be filled according to Article 9.10. This article also applies to temporary vacancies.
  - (f) Notwithstanding Article 9.10, temporary vacancies of three (3) months or less may be filled at the discretion of the Employer.
  - (g) When a position within the Scope of this Collective Agreement has been vacant for a period of forty-five (45) days, the Employer will notify the Association in writing of its decision to postpone, to fill or not to fill this position.
- 9.11 For the purpose of lay-off and job postings and the computation of seniority a nurse who has transferred from one seniority list to another as authorized by the Employer, shall retain accumulated seniority retroactive to the last date of employment.
- 9.12 No new employees shall be hired until those nurses retaining recall rights have been given the opportunity for recall.

## 9.13

Transfers to Positions Outside of the Bargaining Unit.

- (a) A nurse who is transferred to a position outside of the bargaining unit shall continue to accrue seniority for a period of up to twelve (12) months, and shall not suffer any loss of service or benefits.

A nurse who is transferred to a position outside of the bargaining unit for a period of more than 12 months, but not more than 24 months, shall retain, but not accumulate seniority.

A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or the nurse will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for more than 24 months, the nurse will lose all seniority held at the time of transfer.

**ARTICLE 10 - LOSS OF SENIORITY**

## 10.01

- (a) Seniority rights shall cease and employment will be terminated for any of the following reasons:

1. Voluntary resignation.
2. Discharged for just cause.
3. Failing to report to work within seven (7) days after the mailing of a notice by registered mail to return to work after a lay-off.
4. After a lay-off extending for a period of more than twelve (12) consecutive months.
5. Absent without leave for any period in excess of three (3) consecutive working days.
6. Non-disciplinary termination (subject to redress through the grievance or arbitration procedure(s)).

- (b) Subject to 10.01 (a) seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

1. Approved leave of absence with pay.
2. Approved leave of absence without pay up to one (1) continuous month in any one (1) year.
3. When in receipt of Workplace Safety and Insurance Board (WSIB) benefits as a result of injury or illness received while in the employment of the Employer.
4. When in receipt of Sick Leave Benefits/STD as set out herein.
5. While on Long Term Disability if continued to be employed, up to two (2) years.

6. While on pregnancy/parental leave.
- (c) When a nurse has been laid off due to reduction in the nursing staff, seniority shall be retained for a period of one (1) month.

### **ARTICLE 11 - RELIEVING IN OTHER GRADES**

- 11.01 A nurse temporarily assigned to a higher rated classification, of not less than fourteen (14) consecutive calendar days shall receive the rate of pay for the higher rated job classification from the first day of relieving.
- 11.02 A nurse temporarily assigned to a lower rated classification shall receive her/his regular rate of pay while so assigned.

### **ARTICLE 12 - PAID HOLIDAYS**

- 12.01 (a) Full-time nurses shall be paid a normal day's pay at their regular rate for each of the following Paid Holidays, provided however, the day named would be a normal working day and the nurse is not on leave of absence without pay. To qualify for the Paid Holiday the nurse must work her/his scheduled shift immediately before and immediately after such holiday unless the said nurse is on Annual Vacation or on sick leave of absence with pay or pre-approved compensating time off.
1. New Year's Day
  2. Good Friday
  3. Easter Monday
  4. Victoria Day
  5. Canada Day
  6. Civic Holiday
  7. Labour Day
  8. Thanksgiving Day
  9. Remembrance Day
  10. Christmas Day
  11. Boxing Day
  12. Family Day
- (b) All part-time Nurses will be paid Statutory Holidays in accordance with the Employment Standards Act, reducing the qualifiers to ten (10) shifts in the previous four (4) weeks.
- (c) All permanent full-time, part-time and probationary nurses will be granted one (1) Staff Appreciation Day to be taken at a mutually agreed upon time if such holiday is granted by the Board. Part-time nurses will be pro-rated accordingly.
- 12.02 In the event that any of the holidays listed in Article 12.01 fall as set out hereunder, the following schedule of a day off in lieu with pay for those who qualify shall be observed:

<u>Holiday</u>	<u>Falling On</u>	<u>Day off with Pay, in Lieu</u>
New Year's Day	Saturday or Sunday	Monday Following

Canada Day	Saturday or Sunday	Monday Following
Remembrance Day	Saturday or Sunday	Monday Following
Christmas Day	Saturday or Sunday	Friday Preceding
Boxing Day	Saturday or Sunday	Monday Following

### **ARTICLE 13 - ANNUAL VACATION**

- 13.01 A permanent full-time nurse who has completed one or more years of continuous service shall be entitled to a paid annual vacation of twenty (20) working days.
- 13.02 (a) A permanent full-time nurse who has completed nine (9) years of continuous service with pay shall be entitled to a paid annual vacation of twenty-five (25) working days (2.08 days per month) .
- (b) A permanent full-time nurse who has completed fifteen (15) years of continuous service with pay shall be entitled to a paid annual vacation of thirty (30) working days (2.5 days per month).
- 13.03 A permanent full-time nurse who has not completed twelve (12) months of continuous service with pay shall be entitled to a paid annual vacation on a pro rata basis of 1.66 work days for each completed month of service with pay.
- 13.04 Should any of the Paid Holidays as provided in Article 12.01 fall in a vacation period, it shall be added to the beginning or to the end of the vacation period, or taken at a time mutually agreed upon by the nurse and the appropriate Director or designate. Such agreement shall be made prior to the commencement of the vacation period.
- 13.05 (a) All part-time nurses covered by this Agreement who have completed their probationary period shall be entitled to annual vacation of up to four (4) weeks with pay of eight (8%) on the gross earnings.
- (b) All part-time nurses covered by this agreement who have completed nine (9) years of service shall be entitled to an annual vacation of five (5) weeks with pay calculated at ten percent (10%) of the gross earnings.
- (c) All part-time nurses covered by this agreement who have completed fifteen (15) years of service shall be entitled to an annual vacation of six (6) weeks with pay calculated at twelve percent (12%) of the gross earnings.
- (d) Vacation requested and approved shall be coded and recorded as Vacation time off.
- (e) Part-time, casual and temporary nurses shall be entitled to annual vacation pay in accordance with 13.05 (a) through (d) on all gross earnings to be paid bi-weekly.
- 13.06 A nurse who is on vacation and becomes ill must notify her/his supervisor as soon as possible and shall provide a doctor's slip upon the employee's return to work if the employee wishes to cancel vacation.

13.07 In order to minimise interference with the normal operations of the Employer, vacations will be granted at such times as the Management in its sole discretion may determine, subject to due consideration being given to the wishes of the individual employee, on the following basis:

- (a) Vacation dates will be requested by April 1 for the period June 1 to November 30, and by October 1 for the period December 1 to May 31. The vacation schedule will be posted fifteen (15) calendar days after April 1 and October 1 respectively each year.

In case of conflict between employees as to preference of vacation scheduling, seniority will be the governing factor.

- (b) The nurses in each team will meet no less than one (1) week before April 1 and October 1 of each year and will collectively ensure that all nurses who so desire are able to have at least two (2) weeks of vacation during prime time.

Prime time shall be defined as March Break, June 15 – September 15 and the week prior to Christmas Day and the week after Christmas Day each year.

- (c) Nurses not submitting a request by either April 1 or October 1, may submit a request and such vacation will be granted on a first come, first serve basis in keeping with staffing requirements and the remaining available time slots.
- (d) Requests for vacation time shall have preference, when requests are made based on Article 13.07 (a), over requests for compensating time, flex time and unpaid leaves of absence.
- (e) Any vacation not taken shall be scheduled to be taken within that vacation year at a time mutually agreed upon by the employee and the employer, unless approved for carry forward as per Article 13.
- (f) Requests for Vacation shall not be unreasonably denied.

13.08 When a nurse's employment is terminated for any reason the employee shall be entitled to a terminal vacation allowance covering vacation earned but not taken.

13.09 A nurse who transfers from part-time to full-time or vice versa shall receive the appropriate vacation pay owing at the time of transfer and will carry her/his vacation time off to be used as a full-time or part-time nurse. The employee will then accumulate vacation in accordance with Article 13.

#### **ARTICLE 14 – HOURS OF WORK**

14.01 1. A normal work week for full-time and part-time nurses shall be Monday to Friday 0830 to 1630 up to 70 hours bi-weekly. It is understood that when operationally required the nurse will alter his/her work schedule to accommodate program needs on evenings and Saturdays as straight time hours of work subject to #4 below. Every reasonable effort will be made by the manager and the nurse to first attempt to attain such a requirement within the bi-weekly period. If not reasonably practical, then #3 below applies. A nurse requires approval from his/her manager to work more than 70 hours bi-weekly.

2. Subject to #1 above, any hours worked over the 75 hours bi-weekly shall earn compensatory time at the rate of time and one-half regular rate of pay, which may be taken in time or money, as mutually agreed upon by the manager and employee. All the time worked from 71 – 75 hours bi-weekly is at straight time.
3. Earned compensatory time may be accumulated to a maximum of seven (7) days. Accumulated compensatory time must be taken within nine (9) months of when it is worked, at a mutually agreed upon time by the nurse and his/her manager.
4. Subject to 14.01, effective January 1, 2010, nurses whose schedules are altered as a result of operational requirements with less than forty-eight (48) hours notice, shall receive premium pay of time and one half of their regular straight time hourly rate for all time rescheduled.
5. Extended hours on Sundays and during paid holidays will earn compensatory time at a rate of double time of regular rate of pay to be taken by mutual agreement in time or money.
6. Nurses working the Saturday of a long weekend will be given the first opportunity to work the paid holiday(s) of that weekend.
7. Travel time incurred for a second occurrence of a day will be included in the total number of extended hours worked.
8. Where evenings, weekend and holiday work is required, the manager and the nurses on the team will work together to develop said schedule in consideration of the following factors:
  - (a) If reasonably practical, four (4) weeks' notice for weekend/paid holiday work and two (2) weeks' notice of evening work will be provided.
  - (b) Evening, weekend and holiday work shall be equitably distributed by seniority to those nurses who normally perform the work.
9. An appropriate Manager of the nursing staff will be available by phone on an on-call basis to a nurse working extended hours for the Healthy Babies/Healthy Children program and/or clinic services.
10. All hours worked between 6:00 p.m. to 7:00 a.m. will be paid a premium of one dollar and twenty-five (\$1.25) per hour. Effective January 1, 2012 increase to one dollar and fifty cents (\$1.50) per hour. Hours worked between 6:00 p.m. to 7:00 a.m. due to compressed work week and personal flex arrangements are exempt.
11. All hours worked on a Saturday shall receive a premium of one dollar and twenty-five (\$1.25) per hour for all hours worked. Effective January 1, 2012 increase to one dollar and fifty cents (\$1.50) per hour.
12. Extended Hours are hours scheduled beyond the normal hours of work.
13. Overtime premium will not be duplicated for the same hours worked nor shall there be any pyramiding with respect to any premiums. Entitlement to overtime will not disentitle the nurse to weekend and/or evening premiums.

#### 14.02 Shift Cancellation

If a nurse is cancelled by the Employer from the entire scheduled shift with less than twelve (12) hours notice of the commencement of such shift, he/she shall be paid a minimum of two (2) hours regular pay.

#### 14.03 Meal Allowance

1. Employees that are posted at specific outlying area offices who are requested to report to the Employer's main office shall be reimbursed up to \$12.00 for the purpose of purchasing a meal.
2. Employees who are posted at the Employer's main Sudbury office who are requested to report to a specific area covered by an outlying area office shall be reimbursed up to \$12.00 for the purpose of purchasing a meal.
3. Employees required to be away over night on business of the Employer shall be provided with a meal allowance in accordance with the following per diem rate:

Breakfast	\$12.00
Lunch	\$15.00
Dinner	\$25.00

Itemised receipts are required when meal expenses exceed the per diem rate and approval by the Director or designate and Corporate Services will be required (including gratuities).

It is to be understood that the appropriate per diem rates will be reduced for meals that are not required (e.g. included in registration fee).

#### 14.04 Compressed Work Week

The parties recognize that management of the Sudbury & District Health Unit wish to provide opportunity for its employees to achieve work life balance. To this end, the parties agree to provide an opportunity for a compressed workweek under the terms and conditions set out below. The Collective Agreement will apply in all respects except as set out herein.

##### PRINCIPLES

The parties agree that the following principles are achieved through the CWW model set out herein.

1. Maintains or enhances service levels.
2. Respects collective agreements.
3. Respects health unit wide core days: Tuesday, Wednesday and Thursday (the division or teams may add or reduce core days) and health unit wide core hours on those days are 8:30 a.m. to 4:30 p.m.
4. Maximizes benefit to the team by creating opportunity for as many staff as possible to participate.
5. A plan for adequate coverage is developed and agreed upon by the team.

6. A plan to address any security issues or logistics issues such as access to the building is developed and agreed upon by the team.
7. A team is defined as a group of staff that normally work together and whose work will be impacted by a change in team member's schedule. Therefore, team does not necessarily refer to Program teams, as we currently know them. Teams will be developed and agreed to by the team.
8. Once the items in 1 to 7 above have been developed and agreed to by the team, they will be submitted to the appropriate manager for approval.
9. If a team is unhappy with a decision of their manager, they will have the opportunity to appeal the decision to an appeals committee consisting of the Director of Corporate Services and the Division Director. Any employee may submit relevant information to the appeals committee regarding the decision being reviewed.
10. Further, management reserves the right to suspend or adjust CWW arrangements, at any time and with reasonable notice if possible, if any of the principles set out herein are not maintained.
11. Further, staff may choose to withdraw from CWW arrangements, at any time and with reasonable notice if possible.

#### COMPRESSED WORKWEEK

The CWW model that is available to ONA members is as follows:

1. A nurse and a manager may agree upon a CWW schedule of two (2), three (3) or four (4) calendar weeks subject to specific scheduling demands of the division, program or position. It is agreed and understood that meal breaks may be adjusted or reduced to no less than 30 minutes. Regular breaks are to be maintained as per the Collective Agreement.
2. Core workdays shall be defined as Tuesday, Wednesday and Thursday. Core work hours shall be defined as 8:30 a.m. to 4:30 p.m. unless mutually agreed otherwise core workdays and core work hours cannot be reduced for the purposes of the CWW.
3. Flex time arrangements as per the Collective Agreement are not to be infringed upon by the CWW.
4. Article 14, "Hours of Work" does not include the incremental minutes per day plus the compensating time off every third Monday or Friday. Therefore, members maintain the right to bank earned time beyond their normal hours of work after the hours related to the CWW have been removed from the calculation.
5. Where the compensating time falls on a Monday or Friday, the team shall develop and agree upon an alternate compensating day and submit the arrangement to their manager for approval.
6. Where a team member is on sick leave and it is an extended day for CWW, the team member's sick leave bank will be relieved, reflective of the hours scheduled to be worked that day.

7. CWW shall be suspended from the last week of June to the first week of September, December 20 to January 4 and for the week preceding and the week following Easter unless a team proposes an alternative arrangement to their manager for approval.
8. Each team will develop and agree to the number of members that can participate in the CWW at any one time. Each member shall have the opportunity to express his or her desire to participate in the CWW. If there are more interested members than available for CWW positions then seniority will decide who fills the CWW positions.

### CONCLUSION

Either party may discontinue CWW arrangements upon four (4) weeks notice.

## **ARTICLE 15 - LEAVE OF ABSENCE**

### 15.01 Personal Leave

Requests for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made as soon as possible and a written reply will be given as far in advance as possible but no later than fourteen (14) calendar days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

- 15.02 (a) Upon written request, provided there is sufficient notice and it is operationally feasible, the Employer agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association conferences, conventions and Provincial Committee meetings. Leaves of absence granted under this clause shall not exceed a total aggregate for all employees of thirty (30) working days per calendar year. An additional forty-five (45) days will be granted for a nurse who is elected Local Coordinator under the same conditions.
- (b)
  - i) Leaves of absence of less than five (5) consecutive days, the Association will reimburse the Employer all wages.
  - ii) Leaves of absence greater than five (5) days in duration, the Association will reimburse all costs.
- (c) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits accrued to the date of the beginning of the leave of absence. The nurse agrees to notify the Employer of her/his intention to return to work within two (2) weeks following termination of office.
- (d) Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted, upon request, such leave(s) of absence as the employee may require to fulfill the duties of her/his position. Ten (10) working days written notice shall be given to the Health Unit for such Leave of Absence. There shall be no loss of

seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 15.02(a) above. During such leave of absence, the Nurses' salary and applicable benefits shall be maintained by the Health Unit and the Association agrees to reimburse the Health Unit in the amount of the full cost of such salary and applicable benefits. It is understood that this clause is restricted to one (1) Nurse at any one time.

15.03 In the event of leave of absence in excess of two months being granted by the Employer the anniversary date is to be changed to adjust for the period of leave of absence.

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the nurse shall give written notification at least two months in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case the employee shall be given a comparable job.
- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, a nurse who is on maternity leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between 75% 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 week Employment Insurance waiting period and receipt by the Health Unit of the nurse's Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of 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).

Parental Leave

- (a) A nurse 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.
- (b) A nurse who has taken a pregnancy leave under this Article is eligible to be granted a parental leave of up to 35 weeks' duration, in accordance with the *Employment Standards Act*. A nurse who is the natural father or is an adoptive parent of a child is eligible for a parental leave of up to 37 weeks in

accordance with the Employment Standards Act, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse 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 nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The nurse shall be reinstated to the nurse's former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.

15.05

- (a) **Staff Development:** As it is recognized that substantial contribution can be made to the total Public Health Services through the dissemination of information obtained during staff development, each nurse should be given equal opportunity to participate in courses which the Employer decides to participate in. Information concerning staff development pertaining to any aspect of nursing shall be posted as far as possible in advance so that nurses may indicate their interest in attending. During such attendance at such approved courses the Employer will continue the nurse's salary and shall pay such other amounts on account of pay, travel, reasonable living and accommodation expenses. Nurses shall meet with their manager prior to the staff development event, to discuss and mutually agree upon expenses covered.

It is understood that there shall be no additional compensation for time spent in travelling or attending courses outside the nurse's normal work hours, unless the employee is attending at the specific direction of the Employer. This article shall be applied in a reasonable manner.

- (b) **Educational Leave:** A leave of absence without pay may be granted for educational purposes to improve nursing service. If the request is for a period of twelve (12) months or less, the nurse will return to her/his former classification. Requests for such leave shall be made as far in advance as possible. The Employer shall provide a response to the request within fourteen (14) calendar days for leaves of less than one month; as soon as is practicable in cases of other education leaves. Requests shall not be unreasonably denied.
- (c) Requests for such leave shall be made as far in advance as possible. The Employer shall provide a response to the request within fourteen (14) calendar days for leaves of less than one month; as soon as is practicable in cases of other education leaves.

15.06

#### Bereavement Leave

- (a) In the case of the demise of a member of the employee's immediate family, permanent and probationary employees shall be permitted a leave of absence with pay for four (4) consecutive working days which shall be taken immediately prior to, during, or following, the day of the funeral. Immediate family shall mean – the employee's spouse, common-law spouse (includes same sex partner), children, step-children, father, mother, step-father and step-mother.

- (b) In the case of the demise of the employee's mother-in-law, father-in-law, sister, brother, grandparent, or grandchild, permanent and probationary employees shall be permitted a leave of absence with pay for three (3) consecutive working days which shall be taken immediately prior to, during, or following, the day of the funeral.
- (c) In the case of the demise of the employee's brother-in-law or sister-in-law, permanent and probationary employees shall be permitted a leave of absence with pay for two (2) consecutive working days which shall be taken immediately prior to, during, or following, the day of the funeral.
- (d) A nurse on bereavement leave may upon approval be granted additional provisions for necessary travel time without pay.
- (e) A nurse shall be permitted to carry forward one of the eligible days to attend a memorial service of any of the above mentioned relationships. The nurse must disclose such a need at the time of the request for the bereavement leave.

#### 15.07 Jury and Witness Duty Leave

Nurses subpoenaed to act as Jurors or Crown Witnesses in criminal or civil courts or for Health Unit related business shall be granted leave of absence for such purpose.

A nurse shall be entitled to the Jury or Witness Duty fee or her/his full salary for the period, whichever is greater.

If the full salary for the period is greater than the Jury or Witness Duty fee, then to receive her/his full salary, the nurse must remit to the Employer the full amount of her/his Jury or Witness Duty fee for the same period.

The nurse shall retain any travel expenses received in connection with Jury or Witness Duty Leave.

An employee who receives jury duty notice or a subpoena shall provide a copy of same to the Employer as soon as possible.

- 15.08 Upon written request, made three (3) weeks in advance, an employee may request a leave of absence in order to be a candidate in a Federal, Provincial or Municipal Election. The granting of and/or the leave of absence itself shall be in accordance with and subject to any applicable Legislation. Seniority and service shall not accrue, but shall be retained subject to the Collective Agreement. Where an employee is elected for a period not in excess of five (5) years, which requires a leave of absence which shall be without pay or benefits, seniority and service shall not accrue, but shall be retained, and such employee will be returned to a position with the Employer based on her/his seniority, provided such position exists. Where the Nurse requests an extension to such leave, it may be granted under such terms and conditions as determined by the Employer.

### **ARTICLE 16 - SICK LEAVE**

- 16.01 (a) The Employer agrees to contribute one hundred percent (100%) of the total employees premium cost for STD, which will provide a benefit level of seventy-five percent (75%) of basic salary, the conditions of which are governed by the terms and conditions of the master contract.

- (b) Permanent full-time employees are entitled annually to six (6) days to provide for no loss of earnings from regularly scheduled hours during the initial period of absence due to legitimate illness and for which there is no payment under the Weekly Indemnity program. Such days may be accumulated to a maximum of 24 and there shall be no cash out of accumulated days (Bank #2). It is clearly understood that Article 16.03 does not apply to Bank #2 (there is no payout for these sick leave days).
- (c) Where an employee is absent due to accident and/or injury suffered during the course of his/her duties while in the employ of the Health Unit, and is in receipt of Workplace Safety and Insurance Act benefits and he/she requests the Employer to make up the difference between the amount of Workers' Compensation being paid and his/her salary, then and in every such case, for each day for which the employee shall be absent there shall be charged against his/her sick leave credit (banked sick leave credits, if any) the proportion paid by the Unit to the employee, converted to days or a portion of a day.
- 16.02 (a) An employee shall report the employee's illness during the first hour of the first day on which such employee is absent from her/his work to her/his Immediate Supervisor.
- (b) Upon return to work of an employee the sick leave certificate shall be filed with the Health Unit and a doctor's certificate if required by the employee's Immediate Supervisor shall be provided. If a medical certificate is requested, the Employer shall reimburse to a maximum of \$30.00 payable upon proof.
- 16.03 Where an employee having more than five (5) years continuous service with the Health Unit ceases to be employed by the Health Unit there shall be paid to the employee or the employee's personal representative an amount equal to the employee's current daily salary for twenty percent (20%), the number of days to the employee's credit to an amount not in excess of one half year's earnings. In the event that such an employee is legally liable to the Health Unit for any sum, this sum may be deducted from the amount paid (Bank #1).
- 16.04 A part-time Nurse may be allowed to work to make up for lost time due to illness within the same pay period, provided prior approval with her/his immediate supervisor has been obtained.
- 16.05 Medical and Dental Appointments
- The Employer will provide up to ten hours with pay annually to each full time employee, which may be used for medical, dental or other health professional appointments, subject to notification of and approval by the employee's Immediate Supervisor. Employees are encouraged, where possible, to schedule appointments for off hours.
- This appointment allotment is not cumulative from year to year.
- Such time is to be recorded as Medical Appointment.
- Upon exhaustion of this allotment, all subsequent medical, dental or other health professional appointments shall be deducted from the employee's sick leave time, and recorded as sick leave.

- 16.06 Employees are eligible for Personal Emergency Leave and Family Medical Leave in accordance with the Employment Standards Act. Up to two (2) days of those can be paid using an employee's sick credits, either two (2) for personal emergency leave, or two (2) for family medical leave, or one (1) for each of these leaves provided under Article 16.01 (b). The circumstances given rise to the use of these credits for the purposes of this clause are to be discussed between the employee and the employee's supervisor.

#### **ARTICLE 17 - NO DISCRIMINATION**

- 17.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her/his membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her/his rights under the Collective Agreement.
- 17.02 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, sexual orientation, nationality, ancestry, place of origin, residence, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.
- 17.03 Every employee has a right to freedom from harassment in the workplace. Harassment is defined as per the Human Rights Code. The Employer will conduct a timely investigation for allegations of harassment and implement appropriate measures to correct such harassment. The parties will fully cooperate where necessary.

#### **ARTICLE 18 - NO STRIKES OR LOCKOUTS**

- 18.01 In view of the orderly procedure established herein for the disposition of nurses' complaints and grievances, the Employer agrees that it will not cause or direct any lockouts of its nurses for the duration of this Agreement.
- 18.02 The Association agrees that it will not cause or take part in any stay-in or slow down in any department, or a strike or stoppage of any of the Employer's operations and or services, or any picketing of the Employer's premises during the term of this Agreement. It is further agreed that the Employer may discipline or discharge any nurse who causes or takes part in any such action.

#### **ARTICLE 19 - PENSION PLAN**

- 19.01 The pension plan established under the Canada Pension Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Employer and the Association.

#### **ARTICLE 20 – HEALTH AND WELFARE BENEFITS**

The Employer may substitute another carrier for any of the plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of such change in carrier.

20.01

- (a) The Employer shall pay 100% of the premium costs for full-time nurses for the following benefit plans:

Group Life Insurance Plan with coverage of 1 ½ times the nurse's annual salary

Comprehensive Extended Health Plan

- i) The dispensing fee charged by the pharmacy will be reimbursed to a maximum of eight dollars (\$8.00) per prescription. Effective January 1, 2010, the dispensing fee charged by the pharmacy will be reimbursed to a maximum of nine dollars (\$9.00) per prescription. Effective January 1, 2012, the dispensing fee charged by the pharmacy will be reimbursed to a maximum of ten dollars (\$10.00) per prescription.
- ii) Effective November 1, 2006, eye glass coverage and eye exams allowed up to a total combined maximum of \$330.00 every 24 months. Effective January 1, 2010, eye glass coverage and eye exams allowed up to a total combined maximum of \$350.00 every 24 months. Only one eye exam is payable under the plan at the Insurer's reasonable and customary limit within the 24 month period as indicated above.
- iii) Hearing Aids \$300.00 per 60 months; effective April 1, 2008, \$500.00 every five (5) years.
- iv) Paramedical coverage effective November 1, 2006 for massage therapy \$300.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); physiotherapy \$300.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); chiropractor \$300.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit).

Paramedical coverage effective January 1, 2010 for massage therapy \$350.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); physiotherapy \$350.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); chiropractor \$350.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit).

The plan will be based on the last year's Dental Fee Schedule issued by the Ontario Dental Association; nine (9) month recall for employees and dependants over age 18.

Weekly Indemnity Insurance effective January 1, 2007, providing a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract.

- (b) The Employer agrees to contribute 100% of the premium costs for the following plans for dependant children of full-time employees enrolled in full-time studies at a post secondary institution until age 25.

Supplementary Semi-Private Plan; effective November 1, 2006 eliminate hospital room coverage previously covered under the employee benefits plan.

#### Comprehensive Extended Health Plan

- i) The dispensing fee charged by the pharmacy will be reimbursed to a maximum of eight dollar (\$8.00) per prescription. Effective January 1, 2010, the dispensing fee charged by the pharmacy will be reimbursed to a maximum of nine dollars (\$9.00) per prescription. Effective January 1, 2012, the dispensing fee charged by the pharmacy will be reimbursed to a maximum of ten dollars (\$10.00) per prescription.
- ii) Effective November 1, 2006 eye glass coverage and eye exams allowed up to a total combined maximum of \$300.00 every 24 months. Effective January 1, 2010, eye glass coverage and eye exams allowed up to a total combined maximum of \$350.00 every 24 months. Only one eye exam is payable under the plan at the Insurer's reasonable and customary limit within the 24 month period as indicated above.
- iii) Hearing Aids effective April 1, 2008 \$500.00 every five (5) years.
- iv) Paramedical coverage effective November 1, 2006 for massage therapy \$300.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); physiotherapy \$300.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); chiropractor \$300.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit).

Paramedical coverage effective January 1, 2010 for massage therapy \$350.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); physiotherapy \$350.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); chiropractor \$350.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit).

- 20.02 (a) The Employer shall pay 75% of the premium costs for part-time nurses for the following benefit plans:

Supplementary Semi-Private Plan; effective November 1, 2006 eliminate hospital room coverage previously covered under the employee benefits plan.

#### Comprehensive Extended Health Plan

- i) The dispensing fee charged by the pharmacy will be reimbursed to a maximum of eight dollars (\$8.00) per prescription. Effective January 1, 2010, the dispensing fee charged by the pharmacy will be reimbursed to a maximum of nine dollars (\$9.00) per prescription. Effective January 1, 2012, the dispensing fee charged by the pharmacy will be reimbursed to a maximum of ten dollars (\$10.00) per prescription.

- ii) Effective November 1, 2006 eye glass coverage and eye exams allowed up to a total combined maximum of \$330.00 every 24 months. Effective January 1, 2010, eye glass coverage and eye exams allowed up to a total combined maximum of \$350.00 every 24 months. Only one eye exam is payable under the plan at the Insurer's reasonable and customary limit within the 24 month period as indicated above.
- iii) Hearing Aids effective April 1, 2008 \$500.00 every five (5) months.
- iv) Paramedical coverage effective November 1, 2006 for massage therapy \$300.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); physiotherapy \$300.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); chiropractor \$300.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit).

Paramedical coverage effective January 1, 2010 for massage therapy \$350.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); physiotherapy \$350.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); chiropractor \$350.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit).

Dental, effective April 1, 2007, the plan will be based on the last year's Dental Fee Schedule issued by the Ontario Dental Association; nine (9) month recall for employees and dependants over age 18.

20.03 Nurses on leave of absence without pay in excess of four (4) calendar weeks shall assume the total cost of premiums for Ontario Health Insurance Plan, Supplementary Semi-Private Plan, Dental Plan, Comprehensive Extended Health Plan, and Group Life Insurance Plan for those months covered by the leave of absence without pay in excess of four (4) calendar weeks.

20.04 Nurses who do not wish to participate in the Ontario Health Insurance Plan, Supplementary Semi-Private Plan, Dental, and the Comprehensive Extended Health Plan must submit written evidence of suitable coverage to the Director, Corporate Services.

20.05 Long Term Disability (LTD)

The parties agree that the LTD contract shall contain at least the following terms within the master contract from the carrier of their choice effective May 1, 2010:

- 66.67% of the basic earnings to a maximum of \$3000/month
- Effective May 1, 2010 the premiums will be paid 100% by the employee;
- A dispute resolution process as per the carrier plan;
- All current employees will be grandfathered so that there is no waiting period for coverage and all pre-existing conditions will not result in elimination of coverage;
- A copy of the carrier contract will be provided to all plan members and the Union no later than April 30, 2010.
- All employees who qualify at twenty one (21) hours per week must participate

20.06 The Employer agrees to contribute one hundred percent (100%) of the employee premium costs for the following plans for Employees of the Sudbury & District Health Unit who have attained fifteen (15) years of continuous service with the Sudbury & District Health Unit, inclusive of any continuous service with any other Local Municipality or Local Board, who elect to apply for and receive an O.M.E.R.S. Early Retirement Pension within ten (10) years of normal retirement:

Comprehensive Extended Health Care  
(\$25./\$50. family deductible per year)

Vision Care in the amount of One Hundred and Twenty Dollars (\$120.00). Effective January 1, 2010, Vision Care in the amount of One Hundred and Fifty Dollars (\$150.00)

Group Life Insurance, valued at Ten Thousand Dollars (\$10,000.00)

At age 65, the employee can elect to continue to have group life insurance 100% employee paid in the amount of three thousand dollars (\$3,000.00).

Further to the above, an Early Retired Employee shall have the option of participating at their own cost in a Dental Plan.

The Benefit Package will only be paid until the recipient attains the age of sixty-five (65).

#### **ARTICLE 21 - SCHEDULES**

21.01 Attached hereto and forming an integral part of this Agreement is the Classification and Pay Schedule.

21.02 (a) Full-time Public Health Nurses and full-time Registered Nurses shall be compensated for their services based on merit in accordance with the following:

One level being represented by twelve (12) months' service. Part-time nurses: One level being represented by 1505 hours.

(b) Where the merit increase available to a nurse is withheld the nurse shall be given in writing the reason for such withholding. If the nurse believes that the reason given is not a valid one the employee may file a grievance claiming that the increment has been unjustly withheld. Such grievance if not settled may be processed through the grievance procedure up to and including arbitration.

21.03 The Employer will use recent related experience as a guide in slotting newly hired employees on the salary scale. Claim for recent related nursing experience, if any, shall be made in writing by the new employee to the appropriate Director or designate at the time of hiring. Having established satisfactory proof of recent related nursing experience, the Director, Corporate Services or designate shall apply the following practice governing experience credits as recommended by the appropriate Director or designate effective the date of hire

(a) Public Health Nurses will receive one incremental level for each full year of public health nursing experience earned at an officially recognized Public Health Agency, not to exceed the fifth increment level on the Public Health Nurse Salary Scale.

- (b) Public Health Nurses will receive one incremental level for each two full years of Registered Nurse recent experience earned at another officially recognized nursing facility, not to exceed the fifth incremental level on the Public Health Nurse Salary Scale.
- (c) Registered Nurses will receive one increment level for each full year of Registered Nurse recent experience earned at an officially recognized nursing facility, not to exceed the fifth increment level on the Registered Nurse Salary Scale.
- (d) Nurse Practitioners will receive one increment level for each full year of Nurse Practitioner recent experience earned at an officially recognized nursing facility, not to exceed (reflect one step less than the top) on the Nurse Practitioner Salary Scale.
- (e) Nursing experience will be considered, provided that there has not been a time lapse of more than five years in nursing employment, and the impending employment date with this Employer.
- (f) Officially recognized Public Health Agencies or nursing facilities as outlined in sub-sections a, b, c and d would include all Public Health Units, Public Health Departments and hospitals in the province of Ontario and other agencies as approved by the Director, Corporate Services or designate

#### 21.04 Promotion

When a Nurse is promoted to a higher rated scale, the employee shall be allocated to that level on the new scale which provides at least the equivalent to one (1) increment on her/his previous scale. The date of promotion shall be the date which is utilized to determine when the next level on the salary scale shall be effective. A Nurse shall progress to the next level on the salary scale after twelve (12) months of service from the date of promotion, or in the case of part-time Nurses, after 1505 hours worked from the date of promotion.

21.05 A nurse who holds a Temporary or Provisional Certificate of Competence as a registered nurse shall be paid a rate of 80% of the part-time RN start rate. When the nurse obtains a General Certificate of Competence, the nurse shall be given the salary of the appropriate classification as provided in this Agreement effective the commencement of the first pay period after the date on which the nurse presents proof of obtaining the General Certificate of Competence to the nurse's manager

21.06 Effective date of ratification a nurse who is placed on standby shall be paid \$3.50 per hour for each hour of such duty. A nurse on standby who is called at home shall be paid 1 ½ times the nurse's regular straight time hourly rate for all time spent on telephone call(s) and related work in excess of 15 minutes.

21.07 If on any team the Employer determines a need to temporarily add administrative responsibilities to an existing PHN classification, then the PHN assigned those duties will be paid \$1.443 per hour for such duties for the entire duration of the assignment. The Employer will allow an employee to refuse the assignment if due to extenuating circumstances.

21.08 A nurse who reports for scheduled work, unless otherwise notified by the Employer, shall receive the equivalent of two (2) hours' pay at her or his regular straight time hourly rate.

## **ARTICLE 22 - MODIFIED WORK/RETURN TO WORK PROGRAMS**

- 22.01 (a) The parties recognize that the purpose of modified work programs is to facilitate nurses who have been absent from work and may require accommodation within the legislated framework in order to return to work. The Employer agrees to involve the Association in any discussion surrounding a nurse's return to modified work.
- (b) The Employer will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury/illness or when a nurse goes on long term disability (LTD) will again notify the Bargaining Unit President when these nurses return to work.
- (c) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Employer will notify and meet with a staff representative of the Association and a designated member of the Bargaining Unit to discuss the circumstances surrounding the employee's ability to return to work.
- (d) The Employer agrees to provide the employee with a copy of the Workplace and Safety Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board.

## **ARTICLE 23 - PAY DAYS**

- 23.01 Pay days for the duration of this Agreement shall be every second Friday; however, should a Holiday fall on that day then the preceding day shall be deemed to be Pay Day.

## **ARTICLE 24 - BULLETIN BOARDS**

- 24.01 The Employer agrees that the Association shall have the right to prudently use the Bulletin Boards supplied by the Employer. Such Bulletin Boards to be used to post meetings and other such notices that may be of interest to nurses concerned.

## **ARTICLE 25 - VALIDITY OF AGREEMENT**

- 25.01 In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be or deemed to be abrogated but shall be amended so as to conform with the requirement of any such law.

**ARTICLE 26 - TRANSPORTATION**

26.01 In the event that a nurse has undertaken to provide her/his own automobile it shall be her/his responsibility to ensure that she/he provides necessary transportation as her/his own responsibility on all working days.

26.02 Transportation Allowance

The parties agree that nurses will be paid forty-three cents (\$0.43) per kilometre effective the date of ratification. Effective April 1, 2010, nurses will be paid forty-six cents (\$0.46) per kilometre

**ARTICLE 27 - CESSATION OF EMPLOYMENT**

27.01 Permanent Nurses shall give at least four (4) calendar weeks written notice on resignation.

**ARTICLE 28 – DEFINITIONS**

28.01 A full-time nurse shall mean a permanent nurse who is normally scheduled to work thirty-five (35) hours a week.

28.02 A part-time nurse shall mean a permanent nurse who is normally scheduled on a predetermined basis for less than thirty-five (35) hours a week.

28.03 A Probationary Nurse shall be a nurse who has not completed the probationary period.

28.04 A Public Health Nurse shall mean a nurse who is qualified as prescribed by the Health Protection and Promotion Act, and is employed as such.

28.05 A Nurse Practitioner shall mean a registered nurse (extended class) as established by the College of Nurses of Ontario, and is employed as such.

28.06 (a) Temporary Employees

i) A temporary employee may be hired for a specific term not to exceed twelve (12) months, or to replace an employee who will be on an approved leave of absence, absence due to workplace injury, long-term disability, or to perform a special non-recurring task or project.

ii) The specific term may be extended up to an additional maximum of twelve (12) months upon mutual written agreement of the Union, employee, and the Employer.

iii) 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 limited position upon completion of the limited position.

iv) This Article will not preclude temporary employees from making application for permanent employment.

(b) A casual nurse is a nurse employed on an as and when needed basis.

- 28.07 A nurse is a person employed by the Employer and who is covered by this Agreement under Article 2 Scope.

#### **ARTICLE 29 – AGREEMENT**

- 29.01 This Agreement shall be in effect until March 31, 2012, and unless either party gives the other party a written notice of termination or of a desire to amend the Agreement, then it shall continue in effect for a further year without changing and so on from year to year thereafter.
- 29.02 Notice that Amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of the Agreement, or any anniversary date of such expiration date.
- 29.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within a period of forty-five (45) days of receipt of written notice of intention to bargain. The aforesaid forty-five (45) day period may be extended by mutual agreement.



#### **ARTICLE 30 - COPIES OF THE COLLECTIVE AGREEMENT**

- 30.01 The cost of printing all required copies of this Collective Agreement will be shared equally by the Employer and the Local Association.
- A copy of this Collective Agreement will be provided to each Nurse covered by the Agreement within sixty (60) calendar days of ratification.

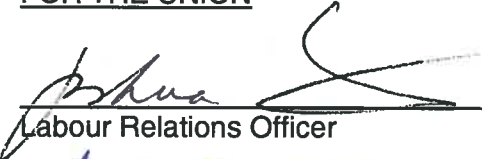
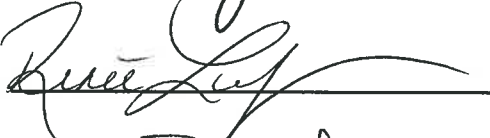
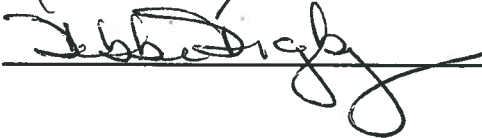
**SIGNING PAGE**

Dated at Sudbury, Ontario, this 17<sup>th</sup> day of January, 2010.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Sue Caverson  
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Charlene Keomax  
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\_\_\_\_\_  
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**FOR THE UNION**

  
\_\_\_\_\_  
Labour Relations Officer  
Auzie Jimbalka  
\_\_\_\_\_  
Roviani Jones  
\_\_\_\_\_  
  
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**APPENDIX A****WAGE SCHEDULE**Public Health Nurse

	<u>Effective April 1, 2009</u>	<u>Effective October 1, 2009</u>	<u>Effective April 1, 2010</u>	<u>Effective April 1, 2011</u>
Level 1	29.998	30.298	31.056	31.832
Level 2	31.389	31.703	32.496	33.308
Level 3	32.839	33.167	33.996	34.846
Level 4	34.371	34.715	35.583	36.472
Level 5	35.983	36.342	37.251	38.182
Level 6	37.670	38.046	38.997	39.972
Level 7	39.476	39.871	40.868	41.889

Nurse Practitioner

	<u>Effective April 1, 2009</u>	<u>Effective Oct. 1, 2009</u>	<u>Effective Dec. 11, 2009</u>	<u>Effective April 1, 2010</u>	<u>Effective April 1, 2011</u>
Level 1					
Level 2					
Level 3					
Level 4	42.962	43.392	43.642	44.733	45.851
Level 5	44.982	45.432	45.682	46.824	47.994
Level 6	47.045	47.516	47.766	48.960	50.184
Level 7	49.344	49.837	50.087	51.339	52.623

Registered Nurse

	<u>Effective April 1, 2009</u>	<u>Effective October 1, 2009</u>	<u>Effective April 1, 2010</u>	<u>Effective April 1, 2011</u>
Level 1	27.381	27.655	28.346	29.055
Level 2	28.637	28.923	29.646	30.387
Level 3	29.927	30.226	30.982	31.756
Level 4	31.320	31.633	32.424	33.235
Level 5	32.786	33.114	33.942	34.790
Level 6	33.192	33.524	34.362	35.221
Level 7	35.999	36.359	37.268	38.200

Retroactivity paid out within two (2) pay periods of ratification.

**APPENDIX B**

<b>Employee Name</b>	<b>Length of Service as at December 31, 2006</b>
<b>Full-Time Nurses Entitled to 20% Payout</b>	
GROULX, DAVID	5 Years 11 Months
LEFEBVRE, RENEE	5 Years 11 Months
MEILLEUR, BRIGITTE M.	5 Years 11 Months
SPERGEL, JANET	5 Years 11 Months
PATRY, CARRIE	5 Years 3 Months
ODERKIRK, TRACEY	5 Years 5 Months
CORSI-GROULX, CHRISTINA	5 Years 6 Months
DIGBY, DEBBIE	5 Years 8 Months
LANGILLE, SUSAN	5 Years 9 Months
SAWYER, SHARON	5 Years 9 Months
KNOLL, HEATHER	6 Years 1 Month
JONES, HOLLY	6 Years 6 Months
PICHETTE, CATHERINE	6 Years 6 Months
LABROSSE, SANDRA	6 Years 9 Months
THISTLE, NATHALIE	6 Years 9 Months
COFFYN, CAROL A.	7 Years 10 Months
LOUGHEED-GUERRA, CAROL	7 Years 6 Months
PAQUETTE, MELANIE	7 Years 6 Months
RAUTIAINEN, KATHLEEN C.	7 Years 6 Months
THERIAULT, CHANTALLE	7 Years 6 Months
PINARD, FRANCINE	7 Years 9 Months
PROKULEVICH, CHRISTINE	8 Years 9 Months
VENDETTI, STEPHANIE	11 Years 3 Months
LAZINSKI, TERESA	11 Years 6 Months
PATENAUDE-RENAUD, SYLVIE	12 Years 5 Months
MCCAW, CHERYL	15 Years 1 Month
CONSTANTINEAU, KIM	16 Years 9 Months
STANKIEWICZ, BRENDA	17 Years 1 Month
ELES, BARBARA K.	17 Years 3 Months
BELTON, LINDA C.	17 Years 5 Months
HENDERSON, GISELE E.	17 Years 6 Months
BRUNET-FECHNER, FRANCINE	18 Years 5 Months
JONES, LORRAINE	20 Years 2 Months
HYDE, DENISE	21 Years 5 Months
FRASER, LAURIE L.	22 Years 3 Months
JAMBAKSH, SUZELE	22 Years 3 Months
MCMILLAN, MAUREEN	23 Years 3 Months
VANCE, RONDA J.	25 Years 0 Months

**APPENDIX B**

<b>Employee Name</b>	<b>Length of Service as at December 31, 2006</b>
DENIS, BERNADETTE	25 Years 4 Months
PIETRASIAK, SUSAN	26 Years 8 Months
<b>Part-time Entitled to 20% Payout</b>	
TERPSTRA, SUSAN	6 Years 9 Months
MACKAY, SONIA	16 Years 3 Months
REILLY-HUNTER, TANYA	15 Years 0 Months
BOUCHER, MARY	27 Years 4 Months

**APPENDIX C****PERCENTAGE IN LIEU OF BENEFITS, HOLIDAYS AND SICK LEAVE**

All nurses other than full-time shall receive statutory holidays in accordance with the Employment Standards Act for the holidays named in the Act. In addition, they shall receive five percent (5%) of their regular straight time hourly rate in lieu of receiving the additional holidays, group life insurance and sick leave.

**LETTER OF UNDERSTANDING**

Between:

**SUDBURY & DISTRICT HEALTH UNIT**  
(hereinafter called the "Employer")

And:



**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

Re: Clinic Support Officer




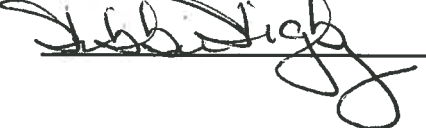
Stephanie Vendetti is considered a PHN with an additional \$1.443 per hour. The employee will be paid the additional \$1.443 per hour while she is assigned by the Employer the added Clinic Support Officer duties.

Dated at Sudbury, Ontario, this 17<sup>th</sup> day of January, 2010.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Sue Caverson  
\_\_\_\_\_  
Charlene Pleasman  
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\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer  
  
\_\_\_\_\_  
Rochaine Jones  
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**LETTER OF UNDERSTANDING**

Between:

**SUDBURY & DISTRICT HEALTH UNIT**  
(hereinafter called the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

Re: Pre-paid Leave Plan


1. A pre-paid leave plan shall be funded solely by the employee.
2. The pre-paid leave plan spreads four (4) years' of salary over five (5) years.
3. The employee must make application to the Director, Corporate Services disclosing full details regarding the purpose for a pre-paid leave plan.
4. The decision to approve is at the discretion of the Employer.
5. No more than one (1) employee shall commence pre-paid leave in any one year.
6. Normally a pre-paid leave will commence September 1 and will end August 31 the following year, unless otherwise agreed.
7. Priority for approval will be given to education that is directly linked to public health.
8. If approved 20% of the gross earnings on each cheque for four (4) years is held for the payment in the fifth year.
9. It is at the Employer's discretion as to how that deferred salary is held.
10. The deferred salary and any interest is to be paid to the employee in 26 equal amounts during the fifth year.
11. During the fifth year an employee is considered to be on leave without pay, with the exception of extended health benefits as per article 21.03 (not Weekly Indemnity/sick leave, LTD).
12. Upon completion the employee returns to his/her most recent position if it exists or comparable position if it exists, or otherwise he/she can exercise his/her seniority.
13. If for any reason the plan terminates, the deferred salary and any accrued interest will be paid to the employee or his/her estate.

- 14. An employee may withdraw from the pre-paid leave with three (3) months written notice during year one (1) to four (4), likewise the Employer for legitimate business reasons may postpone the pre-paid leave with three (3) months written notice.
- 15. An employee is not exempt from layoff while he/she is on pre-paid leave.
- 16. The plan must be agreed to in writing as a formal agreement with the Employer giving the Employer full authorization to defer salary payment with appropriate deductions from the nurse's pay. Such an agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with 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 entering the pre-paid leave program will be appended to and form part of the written agreement.

Dated at Sudbury, Ontario, this 17<sup>th</sup> day of January, 2010.

FOR THE EMPLOYER

  
 \_\_\_\_\_  
 Sue Caverson  
 \_\_\_\_\_  
 Charlene Reardon  
 \_\_\_\_\_  
 \_\_\_\_\_  
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FOR THE UNION

  
 \_\_\_\_\_  
 Labour Relations Officer  
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## LETTER OF UNDERSTANDING

Between:

**SUDBURY & DISTRICT HEALTH UNIT**  
(hereinafter called the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

Re: Implementation of Conversion of Sick Leave to Weekly Indemnity Insurance

Effective January 1, 2007:

1. Present sick leave accumulations frozen (Bank #1); employees may use for waiting period or instead of making application for weekly indemnity insurance. A list will be developed of the exact hours. (see Appendix B for a list of the names of applicable nurses) Once all hours are used or paid out, Article 16.03 (previously 16.04) is removed from the collective agreement.
2. The Employer agrees to contribute one-hundred (100%) of the total employee's premium cost for weekly indemnity insurance, which will provide a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract.
3. The six (6) days (Bank #2) in 16.01 are only for employees whose sick leave balance falls below 168 hours; employees will be granted the difference between what is in the sick leave bank and the maximum of 168 hours.

Dated at Sudbury, Ontario, this 17<sup>th</sup> day of January, 2010

FOR THE EMPLOYER

  
\_\_\_\_\_

Sue Caverson  
\_\_\_\_\_

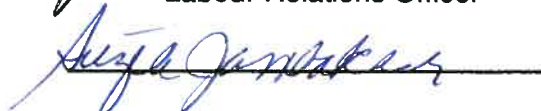
Charlene Reeman  
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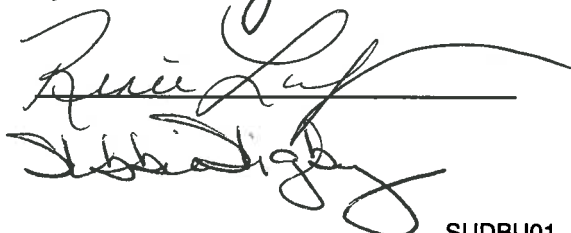
FOR THE UNION

  
\_\_\_\_\_

Labour Relations Officer

  
\_\_\_\_\_

Rochelle Jones  
\_\_\_\_\_

  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**SUDBURY & DISTRICT HEALTH UNIT**  
(hereinafter called the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

Re: Job Sharing



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

The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time nurses.

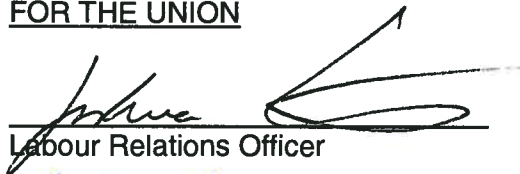

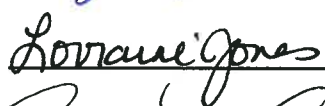
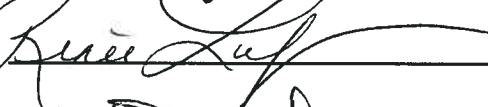
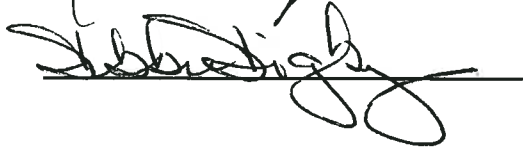
For every Job Share arrangement there will be an agreement reached by the Health Unit and Union in writing.

Dated at Sudbury, Ontario, this 17<sup>th</sup> day of January, 2010.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Sue Caverson  
\_\_\_\_\_  
Charlene Reunov  
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FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

Between:

**SUDBURY & DISTRICT HEALTH UNIT**  
(hereinafter called the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

Re: Sick Leave Bank (Bank #1) – Transfers from Full-time to Part-time

Notwithstanding the fact that the parties agreed to delete article 16.06 from the collective agreement (expiry March 31, 2006), the parties further agree on the basis of fairness and equity to the following on a without prejudice or precedent basis:

A Nurse who had attained five (5) years service as at January 1, 2007 (see appendix B) and who transfers from full-time to part-time may elect either:

- (a) to have a cash payout of 20% percent of the employee's unused Sick Leave Bank (Bank #1), providing the employee qualifies under Article 16.03; or
- (b) to have the accumulated number of hours banked for utilization in accordance with the Article 16 (Bank #1).

Dated at Sudbury, Ontario, this 17<sup>th</sup> day of January, 2010/

FOR THE EMPLOYER

  
\_\_\_\_\_

Sue Caverson  
\_\_\_\_\_

Charlene Keenan  
\_\_\_\_\_

  
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FOR THE UNION

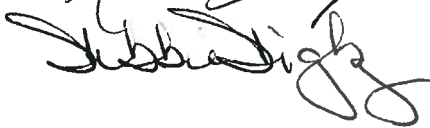
  
\_\_\_\_\_

Labour Relations Officer

Suzanne Johnston  
\_\_\_\_\_

Rosanne Jones  
\_\_\_\_\_

  
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**LETTER OF UNDERSTANDING**

Between:

**SUDBURY & DISTRICT HEALTH UNIT**  
(hereinafter called the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

Re: Article 16.01(c)



Notwithstanding the fact that the parties agreed to delete article 16.01 from the collective agreement (expiry March 31, 2006), the parties further agree to the following on a without prejudice or precedent basis:

To include article 16.01(c) in the collective agreement to read as follows;




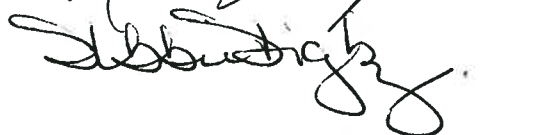
Where an employee is absent due to accident and/or injury suffered during the course of his/her duties while in the employ of the Health Unit, and is in receipt of Workplace Safety and Insurance Act benefits and he/she requests the Employer to make up the difference between the amount of Workers' Compensation being paid and his/her salary, then and in every such case, for each day for which the employee shall be absent there shall be charged against his/her sick leave credit (banked sick leave credits, if any) the proportion paid by the Unit to the employee, converted to days or a portion of a day.

Dated at Sudbury, Ontario, this 17<sup>th</sup> day of January, 2010.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Sue Caverson  
\_\_\_\_\_  
Charlene Reisman  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer  
  
\_\_\_\_\_  
Romana Jones  
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**LETTER OF UNDERSTANDING**

Between:

**SUDBURY & DISTRICT HEALTH UNIT**  
(hereinafter called the "Employer")

And:


**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

Re: Altered Schedules

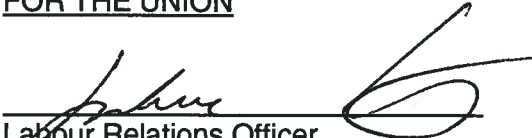
Effective October 24, 2009 nurses whose schedules are altered as a result of operational requirements with less than seventy-two (72) hours notice, shall receive premium pay of time and one half of their regular straight time hourly rate for all time rescheduled.

Dated at Sudbury, Ontario, this 17<sup>th</sup> day of January, 2010.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Sue Caverson  
\_\_\_\_\_  
Charlene Keenan  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer  
[Signature]  
\_\_\_\_\_  
Rodman Jones  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Signature]  
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**LETTER OF UNDERSTANDING**

Between:

**SUDBURY & DISTRICT HEALTH UNIT**  
(hereinafter called the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

Re: Parking

The parties agree to participate in a joint workplace parking committee, (including one (1) representative appointed by ONA).

The mandate for this committee will be to make recommendations to the Director, Corporate Services, which shall include:



1. To identify the number of employees that require on-site parking in their respective worksites, as identified by operational and program needs.
2. To identify the number of employees that cannot be assigned parking at their respective work-site.
3. To identify a method to allocate the available spaces to the employees who are identified under #1 above.
4. To identify an alternative suitable parking location if any.
5. To identify an appropriate cost for parking.

The parties agree that this committee shall complete their review of and identification of a resolution to the parking concerns no later than March 31, 2010.

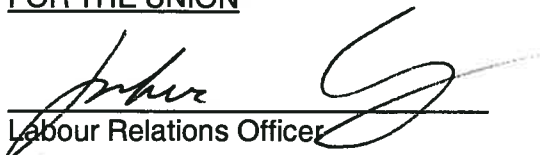

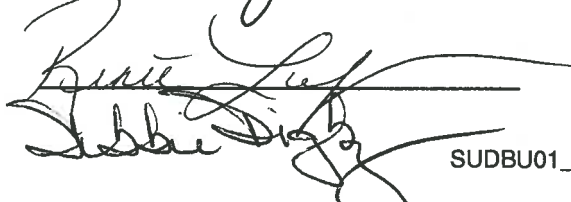
The parties agree that all grievances related to parking are held in abeyance until March 31, 2010.

Dated at Sudbury, Ontario, this 17<sup>th</sup> day of January, 2010.

FOR THE EMPLOYER

  
 \_\_\_\_\_  
 Sue Caverson  
 \_\_\_\_\_  
 Charlene Plesman  
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FOR THE UNION

  
 \_\_\_\_\_  
 Labour Relations Officer  
  
 \_\_\_\_\_  
 Roovani Jones  
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## LETTER OF UNDERSTANDING

Between:

### SUDBURY & DISTRICT HEALTH UNIT

And:

### ONTARIO NURSES' ASSOCIATION

Re: Long Term Disability – Article 21

Whereas the parties achieved an agreement for long term disability coverage providing for 75% of gross earnings or \$3000.00 max for those nurses that work 21 hours per week or more.


Whereas the Health Unit was unable to get any carrier to underwrite the terms of the plan given that the premiums are 100% employee paid but were able to secure a preferred rate from Sun Life for the coverage of 66.67% or \$3000.00 maximum; and

Whereas this has an impact on seven (7) nurses covered by the agreement, the parties agree to the following on a without prejudice or precedent basis:

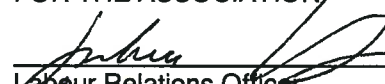
1. The Collective Agreement which will expire on March 31, 2012 shall reflect an entitlement of 66.67% of basic earnings or \$3000.00 maximum, in effect amending the signed memorandum of settlement dated December 3, 2009 and ratified on December 3, 2009.
2. At the time of the signing of this agreement the affected nurses acknowledge by signing below, agree to the change in the terms of the benefit coverage. The Nurses affected are Ms. Mary Boucher, Ms. Nancy Hanbury, Ms. Tawnya Parry, Ms. Sue Pietrasiak, Ms. Tracey Oderkirk, Ms. Landa Koski and Ms. Sonya Mackay
3. Ms. Landa Koski and Ms. Sonya Mackay will be grandfathered from their coverage in SSQ and provided the LTD benefit with SunLife.

Dated at Sudbury, Ontario, this 12<sup>th</sup> day of January, 2010

FOR THE EMPLOYER

  
 \_\_\_\_\_  
 Sue Caverson  
 \_\_\_\_\_  
 Charlene Keenan  
 \_\_\_\_\_  
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FOR THE ASSOCIATION

  
 \_\_\_\_\_  
 Labour Relations Officer  
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**LETTER OF UNDERSTANDING**

Between:

**SUDBURY & DISTRICT HEALTH UNIT**  
(hereinafter called the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

Re: Article 20.02 a) iii)

The parties agree that there is an error in the collective agreement under article 20.02 a)ii) which reads:

ii) Hearing Aids effective April 1, 2008 \$500.00 every five (5) months.

The parties agree that this article should read:

ii) Hearing Aids effective April 1, 2008 \$500.00 every five (5) years.

The parties further agree to amend this error in print in the next collective agreement.

Dated at Sudbury, Ontario, this 25<sup>th</sup> day of January, 2011.

FOR THE EMPLOYER

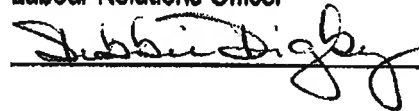
FOR THE UNION

  
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Labour Relations Officer

  
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