

**COLLECTIVE AGREEMENT**

Between:

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

And:

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

Expiry Date: March 31, 2021

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## **ARTICLE 1 - PURPOSE**

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

## **ARTICLE 2 - SCOPE**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all registered and graduate Nurses employed by the Employer save and except Manager and those above the rank of Manager.
- 2.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting or emergencies when regular Nurses are not available. This does not include work presently being performed by Registered Practical Nurses.
- 2.03 The Employer shall not propose and/or enter into any agreement with a Nurse that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 3 – ASSOCIATION SECURITY AND ACCESS TO FILES AND DISCIPLINE**

- 3.01 A copy of any completed evaluation which is to be placed in a Nurse's file shall be first reviewed with the Nurse. A copy of the evaluation will be provided to the nurse at her/his request.
- 3.02 A Nurse, upon written request to the Director of Human Resources may, in the presence of his/her Manager or designate, review the contents of her/his Personnel File at a mutually agreeable time.
- 3.03 The Employer shall notify the Nurse of concern(s) which may reflect on her/his employment with the Employer within twenty (20) working days of the incident becoming known by the Employer.
- Any letter of reprimand or other sanction shall be removed from the record of a Nurse twenty four (24) consecutive months following the receipt of such letter, suspension or other sanction provided that there has been no further discipline during that time.
- 3.04 The Union shall be notified of the name and address of each new Nurse within one (1) week of employment date.
- 3.05 The Employer agrees to deduct dues from the earnings of each Nurse in the amounts certified by the Association, to be currently in effect.

- 3.06 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 save the Employer harmless from any and all claims with respect to all dues so deducted and remitted under the terms of this Article.
- 3.07 The Employer agrees that an officer of the Association or Union representative shall be allowed a reasonable period (maximum thirty (30) minutes) during regular working hours to interview newly hired Nurses who are represented by ONA. 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. Meetings with newly hired Nurses in the District offices will be conducted by telephone where necessary.

#### **ARTICLE 4 - COMMITTEES**

##### 4.01 Meetings

- (a) All joint Employer Union meetings shall be scheduled where practical, during the Nurse's regular working hours.
- (b) The Employer agrees to pay any member of the executive at her/his straight time hourly rate for attending meetings with the Employer on a scheduled day off.

##### 4.02 Negotiating Committee

The employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) Nurses. Committee members shall suffer no loss of regular pay for attending such meetings with the Employer up to and including conciliation.

##### 4.03 Grievance Committee

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

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

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

4.06 The Union shall have the right to have the assistance of a representative of the Ontario Nurses' Association.

4.07 Liaison Committee

It is agreed by the parties that a Liaison Committee consisting of an equal number of representatives from the Union and from the Employer, with such equal number of representatives not to exceed four (4), will be established and will meet to discuss matters related to nursing service, professional practice and workload issues. The Union members of the Liaison Committee will be elected or appointed by the Union and will be bargaining unit Nurses of the Employer.

Notwithstanding the foregoing, the Employer and the Union may mutually agree to a temporary expansion of the Liaison Committee to address a particular concern.

It is agreed that the Committee will meet on a quarterly basis or at other times as necessary on the request of either party.

4.08 (a) The Union agrees that neither it nor its members will engage in Union activities during working hours or hold meetings at any time on the Employer's premises without permission of the Employer.

(b) The Union acknowledges that the Union representatives, members of the Grievance, Negotiating and Labour/Management Committees and Union Officers have regular duties to perform on behalf of the Employer. Such persons can be absent for a reasonable period of time, with the permission of their Supervisor/Manager or designate, in order to deal with the grievance of Nurses or with other Union business and that in accordance with this understanding, the Employer shall not make any deductions from such Nurses for time so spent. Such time shall be straight time regularly scheduled working hours only.

4.09 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 Nurses on an ongoing basis and Nurses shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of Employer and Nurse under the *Occupational Health and Safety Act*, making particular reference to the following:

i) 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)].

- ii) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects Nurses.
  - iii) The Employer will make every attempt to ensure adequate stocks of appropriate Personal Protective Equipment to be made available to Nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.
  - iv) When the Employer receives written recommendations from a health and safety representative, the Employer shall respond in writing within the time periods prescribed by the *Occupational Health and Safety Act*, as it may be amended from time to time. [*Occupational Health and Safety Act*, s. 8(12)].
  - v) 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)].
  - vi) The Employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].
  - vii) The Nurse 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)].
  - viii) The Nurse 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)].
  - ix) *Occupational Health and Safety Act, Reg. 67/93, s. 10* – 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. 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 and one (1) alternate selected or appointed by the Union from amongst the bargaining unit Nurses. 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 in accordance with the *Occupational Health and Safety Act* 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 Nurses in carrying out their responsibilities for the Employer.

Minutes shall be taken of all meetings and posted to the Agency's document management system. Committee members shall suffer no loss of pay for attending such meetings.

- (d) Such Committee shall identify potential dangers and hazards, and shall recommend means of improving health and safety programs and other actions that may be taken to improve conditions related to safety and health. The Employer agrees to cooperate in providing to the Committee information prescribed by the *Occupational Health and Safety Act* and its Regulations. The Committee shall respect the confidentiality of the information provided.
- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

- 4.10 A member of the committee shall be deemed to be at work while the member is fulfilling the requirements of their position on the committee as defined by the *Occupational Health and Safety Act*, and shall be compensated for all time spent at his or her regular premium rate as may be proper. Ref: *Occupational Health and Safety Act, Sec. 9(35)*.

The Employer agrees to provide information to Nurses related to the risks of workplace violence in accordance with the terms and provisions of *Section 32.0.5 (3) of the Occupational Health and Safety Act*.

4.11 Professional Practice

The parties agree that Nurses who have professional practice complaints or concerns will discuss such complaint or concern with their manager or designate, and when necessary will make such complaint or concern in writing using the ONA endorsed professional responsibility workload reporting form specific to the Health Unit. If such complaint or concern is not resolved, it will be considered an appropriate topic at ONA liaison committee, unless otherwise agreed by the parties.

**ARTICLE 5 – EMPLOYER RIGHTS**

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

- (a) Maintain order, discipline, and efficiency.
- (b) 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.

- (c) 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.
- 5.04 It is understood that all disciplines will be for just cause, subject to Article 10.03.

#### **ARTICLE 6 – DISCRIMINATION**

- 6.01 The Employer and Union agree that there will be no discrimination exercised by any of their representatives with respect to any Nurse because of race, creed, colour, nationality, ancestry, marital status, family status, age, sex, sexual orientation, place of origin, or disability.
- 6.02 The Union and Employer agree that there will be no intimidation, interference, restriction or coercion, exercised or practiced on Nurses of the Employer by any of their members or representatives.
- 6.03 The Employer and the Association recognize their joint duty to accommodate Nurses with disabilities in accordance with the provisions of the *Ontario Human Rights Code*.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 “Within the terms of this Agreement, a grievance shall be defined as a dispute or difference relating to the interpretation, application, administration or alleged violation of this Agreement.”

All Grievances shall be processed in the following manner:

Step No. 1 – Any Nurse having a complaint shall first take up such complaint verbally with her/his manager or designate within ten (10) working days after the circumstances giving rise to the complaint, in order to provide them with an opportunity to adjust or rectify the complaint without the necessity of further processing in accordance with the following steps. In discussing her/his complaint, the Nurse has the option, if the Nurse so desires, to be accompanied by a representative of the Association.



Step No. 2: – If the complaint is not settled at Step 1, the Union shall reduce the verbal complaint to a grievance in writing. The written grievance shall contain the particulars of the grievance, the sections of the Collective Agreement allegedly violated, and the redress sought. The written grievance shall be submitted to the Director of Human Resources and the appropriate manager or their designate within ten (10) working days of the meeting with the manager or designate at Step No. 1. A meeting will then be arranged within ten (10) working days of the submission of the written grievance by the Union between the Director of Human Resources and the said manager or their designates with the Nurse and his/her Union representative to consider the grievance. A written decision will be given to the Union with respect to the grievance within ten (10) working days of the Step 2 meeting.

Step No. 3: – Within ten (10) working days after the decision is given at Step No. 2, the Union may submit the grievance to the Medical Officer of Health/Chief Executive Officer (MOH/CEO) or designate and the Director of Human Resources or designate. A Step 3 meeting will then be arranged within ten (10) working days of receipt of the grievance at Step 3 between the said MOH/CEO or designate, the Director of Human Resources or designate, and the Nurse and his/her Union representative to further consider the grievance. The decision of the MOH/CEO or designate will be given in writing to the Union within ten (10) working days of the Step 3 meeting. If the grievance is not settled at Step No. 3, the Union may refer the grievance to Arbitration in accordance with Article 8 hereof.

7.02 Grievances involving discharges may be instituted by the Union commencing at Step 2.

7.03 Where the grievance involves a question of general application or interpretation of the terms of the Collective Agreement, a policy grievance may be filed at Step 2 of the Grievance Procedure, provided such policy grievance is filed in writing within ten (10) working days after the circumstances giving rise to the policy grievance have arisen.

7.04 Management Grievances

It is understood that the Employer may submit to the Union a grievance that a contractual obligation undertaken by the Union in this Agreement has been violated or that conduct of any Union official has violated the terms of this Agreement. Such grievance, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to the Bargaining Unit President, where upon it shall be discussed at Step No. 3 of the Grievance Procedure. Failing a satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer it to Arbitration in accordance with the provisions of Article 8 – Arbitration.

7.05 Either the Employer or the Union may refuse to consider any grievance filed by the opposite party that is not filed or processed within the time limits set out in this Article 7 and Article 8 regarding Arbitration.

- 7.06 Time limits set out in this Article and in Article 8 regarding Arbitration may be extended by agreement between the Employer and the Union, in writing.
- 7.07 At the time formal discipline is imposed, a Nurse may request and will be granted the right to have a Union representative in attendance. It is understood that the Nurse will be advised of this right in advance of any discipline meeting.
- 7.08 No document shall be used against a Nurse where it has not been brought to her/his attention in a timely manner as per Article 3.03.

### **ARTICLE 8 - ARBITRATION**

- 8.01 Where a grievance arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its decision to submit the grievance to arbitration. The written notification of the decision to submit the grievance to arbitration must be provided to the other party within twenty-one (21) days of the issuance of the Step 3 grievance reply. The matter shall be determined by a sole arbitrator, unless the parties agree otherwise.
- 8.02 A Board of Arbitration/Sole Arbitrator shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

### **ARTICLE 9 - STRIKES AND LOCKOUTS**

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

### **ARTICLE 10 - SENIORITY**

- 10.01 (a) Seniority shall commence and accumulate from the date on which a Nurse last commenced employment with the Employer, Algoma Public Health. Seniority shall be recorded in hours.
- (b) In calculating full time Nurses' seniority, one (1) complete year of full time service is equal to one thousand eight hundred and twenty (1820) hours.
- (c) Part time Nurses' seniority shall be recorded in number of hours paid.
- 10.02 (a) Seniority shall be retained and accumulated when a Nurse is absent from work under the following circumstances:

- i) approved leave of absence with pay;
  - ii) approved leave of absence without pay up to four (4) continuous calendar weeks;
  - iii) when in receipt of Workplace Safety and Insurance Board benefits as a result of injury or illness received while in the employment of the Employer;
  - iv) when in receipt of sick leave benefits, including the EI period of sick leave;
  - v) when on pregnancy/parenting leave;
  - vi) when in receipt of Long Term Disability Benefits if continued to be employed, up to two (2) years;
  - vii) when on approved leave for ONA business;
  - viii) when on an approved leave of absence as listed under the provisions of the *Employment Standards Act*.
- (b) Seniority shall be retained but not accumulated when a Nurse is absent from work under the following circumstances:
- i) for a period of one (1) year after illness allowance credit has been used;
  - ii) when laid off due to reduction in the Nursing staff for a period of less than twenty-four (24) calendar months;
  - iii) when on an approved leave of absence without pay which exceeds four (4) continuous calendar weeks;
  - iv) when on a disciplinary suspension unless the suspension is revoked.
- (c) Seniority will be lost and employment terminated when a Nurse is absent from work under the following circumstances:
- i) she/he voluntarily quits her/his employment;
  - ii) she/he is discharged for just cause and such discharge is not reversed through the grievance procedure;
  - iii) she/he fails to report to work within ten (10) business days after being notified by registered mail to return to work following a layoff;
  - iv) she/he is absent on lay-off for a period in excess of twenty-four (24) consecutive months;
  - v) she/he is absent without just cause for three (3) consecutive working days.
  - vi) Utilizes a leave of absence for the purposes other than those for which the leave may have been granted.
  - vii) Fails to return to work after the completion of a leave of absence granted by the employer unless through sickness or sufficient cause.

## 10.03

Probation

Newly hired bargaining unit Nurses shall be considered on probation for the first nine hundred and ten (910) hours worked. All probationary Nurses will participate in a formal evaluation with their Manager on or about the third month

of probation. The dismissal of a Nurse during the probationary period shall be at the discretion of the Employer, provided that the Employer does not act in a manner that is arbitrary, discriminatory or in bad faith. In any case where the Employer intends to discipline or dismiss a probationary Nurse, the Employer agrees that a Union representative will be present at the time the probationary Nurse is notified of the discipline or discharge. Nurses who have completed the probationary period will be placed on the seniority list and credited with seniority from the date they last commenced work.

#### 10.04 Seniority List

- (a) A seniority list shall be posted annually. The seniority list shall be available on the intranet and/or the Employer's document management system. This list will include the date of hire as well as the seniority date. Complaints concerning the accuracy of such lists will be considered within thirty (30) days of posting and if no complaint is received within that time, such lists shall be presumed to be accurate. A copy of such lists will be sent to the Bargaining Unit President at the time of posting.
- (b) Written errors or omissions in a list posted in accordance with Article 10.04 shall be corrected on application of the Union or the Nurses concerned, provided:
  - i) Such error or omission relates to the period subsequent to the date of the previous list, and
  - ii) the error or omission is brought to the attention of the Manager or designate within thirty (30) days of the Nurse's first reasonable opportunity to see the list.

#### 10.05 Layoff

A "layoff" is defined as a reduction in the workforce of the bargaining unit. It is understood that a layoff may result from a shortage of work in a specific program, or at a particular geographic location.

#### 10.06 In all cases of layoff:

- (a) Nurses in the specific program or at the geographic location where the work shortage exists will be selected for layoff in reverse order of seniority providing that the Nurses remaining have the ability to perform the available work. Subject to the foregoing, temporary and probationary Nurses shall be first laid off.
- (b) A Nurse initially selected for layoff as aforesaid shall have the following layoff entitlement options:
  - i) Accepting the layoff; or
  - ii) Opt to retire if eligible, under the terms of the Employer's pension plan or

- iii) elect to transfer to a vacant position; or
  - iv) displace another Nurse who has lesser bargaining unit seniority, regardless of full-time or part-time status, provided that with respect to the displacement of positions requiring certification, the displacing Nurse must hold the said certification.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
  - (d) All part-time and full-time Nurses represented by the Union who are on layoff will be given a job opportunity in the part-time and full-time categories before any new Nurse is hired into either category.
  - (e) No new Nurses shall be hired until all those Nurses who retain the right to be recalled have been given an opportunity to return to work.

## 10.07

In the event of a proposed layoff of a permanent or long term nature, the Employer will provide the Union with ninety (90) days notice or more of any layoff unless the Employer is not given sufficient notice of a funding cut to comply with this notice provision. The individual Nurse will be provided with notice of layoff in accordance with the *Employment Standards Act*.

During such ninety (90) day period, the Employer agrees to meet with the Union to provide reasons for the layoff, and will provide the Union with an up to date seniority list. The Union and the Employer may agree that only a partial list is required.

Note 1: For purposes of this Article, the four (4) geographic locations will be considered to be the offices in Sault Ste. Marie, Wawa, Blind River and Elliot Lake.

Note 2: A "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

## 10.08

Recall

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

## **ARTICLE 11 - JOB VACANCY**

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

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

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

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

11.03 (a) The Employer will notify all bargaining unit Nurses of all bargaining unit vacancies via email, in addition to posting such vacancies as required by Article 11.01 hereof.

The Employer agrees to post all vacancies and new positions on the Health Unit website.

- (b) Any Nurse wishing to make application shall do so in writing within the required time limit.
- (c) Nurses who express an interest, in writing, for assignment to a different program will be considered when a job vacancy or new position arises and such request shall remain in effect only until the end of the calendar year in which it is submitted.
- (d) The Employer will forward a copy of all postings related to job vacancies or new positions to the Union.
- (e) All applications will be acknowledged in writing within fourteen (14) days of receipt.
- (f) The Employer reserves the right to interview only those Nurses who meet the minimum qualifications and experience requirements on the job posting.
- (g) The Union shall receive notification of the successful applicant(s) within seven (7) calendar days of the decision of the Employer via email.

The Employer will provide the Union with a list of unfilled vacancies in advance of each Liaison Committee meeting. The Union will also be advised of any posted positions that have been rescinded by the Employer at that time.

- (h) Any job vacancy not filled within three (3) months of the expiry date of such posting shall be considered cancelled and prior to filling such job vacancy it will be posted in accordance with 11.01.
- (i) A Nurse awarded a temporary vacancy shall be entitled to apply for another temporary vacancy but is expected to remain in the initial temporary vacancy until its completion prior to transferring into another temporary vacancy.

This does not apply to Nurses applying for vacancies or requesting a transfer to permanent full-time or permanent part-time positions posted in accordance with Article 11.01, or Nurses who posted or transferred as a result of a layoff.

- (j) Absent exceptional circumstances, the Employer will endeavour to move Nurses who have been selected for positions in accordance with Article 11.01 into their positions within seventy-five (75) days of their selection to the positions.

#### 11.04

#### Transfers Out of the Bargaining Unit

The Union will be notified in writing of all transfers out of the bargaining unit and returns of Nurses to the bargaining unit. Such notice will include the current seniority for the Nurses for purposes of placement on the seniority list.

- (a) A Nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, shall not suffer any loss of seniority, service or benefits.

A Nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than eighteen (18) months shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the Nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

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 she or he 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 a period in excess of eighteen (18) months, she/he will lose all seniority held at the time of transfer. In the event the Nurse is returned to a position in the bargaining unit, the Nurse's seniority will accrue from the date of her/his return to the bargaining unit.
- (c) In the event a Nurse attains another position in another bargaining unit of Algoma Public Health, such Nurse will retain her/his service credits for the purpose of vacations and other benefits, except her/his position on the grid.

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

11.06 Reassignment

A reassignment of a public health Nurse from her or his primary program(s) will not last longer than six (6) months in duration. Temporary reassignments will be considered when vacancies caused due to illness, accident or leaves of absence, or a temporary surge in program workload (i.e. Outbreak) occur and the Employer is unable to replace staff in accordance with Article 11.03. Reassignment is not meant to replace the temporary job posting competition.

The parties agree that the manner in which reassignments are made will be as follows:

The reassignment will be from the Nurse's primary program(s) to any other program as required by the Employer for a period of time up to and including a six (6) month period. A Nurse will be reassigned no more than once within a twelve (12) month period without the agreement of the Nurse and the Union.

- (a) Reassignment will occur bearing in mind the following principles:
- i) Client care and safety requirements are first priority.
  - ii) The Employer will not reassign probationary Nurses unless they have completed the mandatory orientation checklist.
  - iii) Where possible reassignment will occur on a rotating basis of staff working within the same geographic office where the vacancy exists.
  - iv) The Employer will reassign, where possible, Nurses who volunteer and are qualified to perform the available work.
  - v) If no volunteers come forward, the reassigned Nurse will be the most junior public health nurse who is qualified to perform the available work.
  - vi) The reassignment will not cause undue hardship to the reassigned Nurse or the Employer.
- (b) Where the need for reassignment exists, the Employer will familiarize the reassigned Nurse to the general functioning of the program.



- (c) Prior to reassigning any Nurses, the Employer will meet with the Union in advance and provide the Union with a copy of a work plan of the reassignment that includes the estimated length of time of the reassignment, name of staff who will be reassigned and program(s) to be covered. This plan will also identify the manner in which the reassigned Nurse's current workload will be addressed. This excludes reassignments of five (5) working days or less.
- (d) If the reassignment position becomes permanent, it shall be posted accordingly to Article 11 and the experience gained in the temporary position or vacancy shall not be considered in the competition outlined in Article 11.
- (e) Should the parties wish to extend the reassignment beyond the six (6) month period the parties will meet to discuss the reassignment.

- 11.07 A new permanent Nurse or a Nurse selected as a result of a posted permanent vacancy, need not be considered for a further permanent vacancy for a period of up to twelve (12) months from the date of her or his selection. This does not apply to Nurses transferring from full time to part time or vice versa.
- 11.08 The successful applicant must reply in writing within five (5) days of receipt of written job offer whether they intend to accept such offer.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### 12.01 Compassionate Leave

Leave of absence without loss of pay for a period of four (4) consecutive scheduled working days, shall be granted to a Nurse as a result of the death in her/his immediate family. Immediate family means: spouse, common-law spouse, child/step child, father/step father, mother/step mother, brother or sister, mother-in-law, father-in-law, grandparent and grandchild. Leave of absence without loss of pay for one (1) day shall be granted to a Nurse to attend the funeral of the Nurse's aunt, uncle, niece, nephew, sisters-in-law, brothers-in-law, sons-in-law and daughters-in-law. The Employer may at his discretion grant time off to a Nurse to attend a funeral or memorial service. A part-time Nurse may utilize compassionate leave within seven (7) working days of the date of the funeral.

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

Notwithstanding the above, individuals will be granted flexibility to distribute their compassionate leave entitlement over two (2) occasions, not exceeding four (4) days in total, within six (6) months of the death of the family member, in order to attend the funeral or memorial service.

12.02 Personal Leave

The Employer may grant leave of absence without loss of seniority and without pay for a period up to three (3) months to any Nurse requesting such leave for good and just cause. Such leave will not be unreasonably withheld. A Nurse will make a written request for such leave and the Employer will respond within five (5) working days; except in cases of emergency in which case a reply will be given as soon as possible. Once such leave has been approved, it will not be cancelled by the Employer without the agreement of the Nurse.

A Nurse may request a short term leave, i.e. one (1) or two (2) working days by filling out the appropriate form and verbally requesting the leave and the Employer will respond at the time that the leave is requested.

12.03 (a) Union Leave

Upon written request and providing two (2) weeks advance notice is given and that no program coverage concerns are identified:

- i) Leave of absence without pay and without loss of seniority shall be granted to Nurses elected or appointed to represent the Union on Union business. Not more than three (3) members shall be absent at any one time and the total of such leave of absence shall not exceed sixty (60) working days.
- ii) Leave of absence without pay and without loss of seniority shall be granted to a Nurse elected to the Board of Directors of the Ontario Nurses' Association. The total of such leave shall not exceed fifty (50) working days in any calendar year.
- iii) Upon application in writing by the Union on behalf of a Nurse to the Employer, an unpaid leave of absence may be granted to such Nurse selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for a Nurse during such leave of absence. It is understood that during such leave the Nurse shall be deemed to be an employee of the Ontario Nurses' Association. The Nurse agrees to notify the Employer of her/his intention to return to work at least two (2) weeks prior to the date of such return. The Nurse shall be reinstated to her or his former position, unless that position has been discontinued, in which case the Nurse shall be given a comparable job.

- (b) During such leaves of absence as set out in Article 12.03 (a) above, the Nurse's salary and applicable benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Employer for the above costs. On a quarterly basis, the Employer will provide the Local Union with an invoice representing the costs for reimbursement.

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

12.04 Educational Leave

Leave of absence may be granted at the discretion of the Employer, with expenses paid whenever possible, for staff members to attend on a rotating basis, professional meetings (i.e. OPHA & RNAO) or meetings, short courses or workshops pertaining to any aspect of nursing. Information regarding such courses, workshops or meetings shall be posted in advance so Nurses may apply for leave to attend. The Employer, if requested by the Nurse, if denying the above request for leave of absence, will provide written reasons to each Nurse of the reasons for denying the leave.

12.05 (a) Pregnancy

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

It is understood that such Nurse will give her Employer two (2) weeks' notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery.

In order to be eligible for the supplemental benefit, the Nurse shall be employed at Algoma Public Health for at least one (1) year. A Nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall apply following completion of the employment Insurance waiting period and receipt by the Employer of the Nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue for a maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time Nurse shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks).

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

(b) Parental Leave

- i) 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.
- ii) A Nurse who had taken a pregnancy leave under Article 12.05 is eligible to be granted a parental leave of up to eighteen (18) weeks' or as allowed under the *Employment Standards Act*. A Nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to sixty-one (61) weeks or sixty-three (63) weeks if they haven't taken pregnancy leave duration, 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.
- iii) In order to be eligible for the supplemental benefit, the Nurse shall be employed at Algoma Public Health for at least one (1) year. A Nurse who is on parental leave as provided under this Agreement who is not eligible for and who has not received pregnancy leave benefits pursuant to section 18 of the Employment Insurance Act and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (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 Employment Insurance waiting period and receipt by the Employer of the Nurse's Employment insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue for a maximum period of ten (10) 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 Nurse shall be calculated by using the same time period used for calculation of the employment Insurance benefit (currently twenty-six (26) weeks).
- iv) On return from Parental Leave, the Nurse shall be reinstated to her/his former position, unless that position has been discontinued, in which case the Nurse shall be given a comparable job.

12.06 Jury/Witness Duty

If a Nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Nurse's duties at Algoma Public Health, the Nurse shall not lose regular pay, nor service or seniority, because of such attendance provided that the Nurse:

- (a) notifies the Director of Human Resources or designate immediately on the Nurse's notification that he/she will be required to attend at court;
- (b) presents proof of service requiring the Nurse's attendance;
- (c) deposits with Algoma Public Health the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

12.07 Professional Leave

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

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

**ARTICLE 13 - HOURS OF WORK**

13.01 Regular hours of work for all Nurses covered by this Agreement shall be seven (7) hours per day, exclusive of a one (1) hour unpaid meal break, and the standard work week shall be thirty-five (35) hours. The meal period shall be an uninterrupted period except in cases of emergency.

13.02 Overtime/Premium Payment

- (a) All hours worked outside the regular hours, when pre-authorized by a manager or designate shall constitute overtime. All such pre-authorized hours worked in excess of seventy (70) hours but not more than eighty (80) hours in a pay period will be compensated by time off at the rate of one (1) hour for every hour worked. All such pre-authorized hours worked in excess of eighty (80) hours in a pay period shall be compensated for at time and one-half in money or lieu time."
- (b) It is agreed that the overtime hours may be accumulated to a maximum of thirty-five (35) hours and must be taken within one hundred and twenty (120) days of the occurrence at a time mutually agreed upon by the Nurse and her/his Manager or designate.

- (c) Overtime time or time in lieu hours not taken within one hundred and twenty (120) days of the occurrence shall be paid out at the appropriate rate of pay. Time limits may be extended by mutual agreement between the Nurse and her Manager or designate.

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

13.04 (a) Standby/Callout

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

(b) Call Out

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

ii) Telephone work

A Nurse who receives a telephone call, but is not called out as per Article 13.04 (b) i) above, shall be paid a minimum of not less than thirty (30) minutes pay or may choose to take lieu time.

If such call lasts longer than thirty (30) minutes, additional pay in thirty (30) minute increments shall be paid or may be taken as lieu time.

Bargaining unit Nurses provided with cell phones by the Employer are required to have the phones charged and on during work hours.

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

13.05 The Nurse shall be allowed a rest period of fifteen (15) consecutive minutes in both the first half and the second half of the day. The Nurse cannot accumulate rest period time not taken. Pre-approval must be requested in advance of a nurse working during her/his lunch period.

13.06 Job Sharing

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

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

#### **ARTICLE 14 - DEFINITIONS**

- 14.01 (a) Full-time Nurse is a Nurse who works the regular hours of work each week as referred to in Article 13.01.
- (b) i) Definition of a Regular Part-time Nurse is a Nurse who regularly works less than the full-time hours referred to in Article 13.01.
- ii) Definition of a Casual part-time Nurse is a Nurse who is employed on an as and when needed basis.
- iii) Definition of a Temporary Nurse is a Nurse who works for a temporary period of time due to an absence of a full-time or regular part-time Nurse for reasons such as pregnancy/parental leave or sickness or who works the equivalent regular hours of work for full-time or part-time Nurses while engaged to work on a special project.
- (c) Temporary Nurses
- i) A temporary Nurse may be hired for a specific term not to exceed eighteen (18) months, or to replace a Nurse 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 eighteen (18) months mutual written agreement of the Union, Nurse, and the Employer.
- iii) The release of a temporary Nurse 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, if the positions still exists.

#### **ARTICLE 15 - VACATIONS**

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

- (a) All Nurses who have not completed a full year of employment by December 31<sup>st</sup> shall receive one and two thirds ( $1\frac{2}{3}$ ) days' vacation for each full calendar month of service from the date of starting employment to a maximum of twenty (20) days.
- (b) All Nurses who have completed one (1) year of continuous service at December 31<sup>st</sup> of the current year but less than ten (10) years of continuous service shall receive four (4) weeks annual vacation with pay.
- (c) All Nurses who have completed ten (10) years continuous service at December 31<sup>st</sup> of the current year shall receive five (5) weeks annual vacation with pay.
- (d) All Nurses who have completed twenty (20) years of continuous service at December 31<sup>st</sup>, of the current year shall receive six (6) weeks annual vacation with pay.
- (e) All Nurses who have completed twenty nine (29) years of continuous service at December 31<sup>st</sup>, of the current year shall receive seven (7) weeks annual vacation with pay.

Effective April 1, 2020, all Nurses who have completed twenty-five (25) years of continuous service at December 31<sup>st</sup> of the current year shall receive seven (7) weeks annual vacation with pay.

- (f) Part-time Nurses shall receive the same entitlement to vacation time as full-time Nurses and pay for vacation will be on a pro rata basis.
- (g) When a Nurse's employment is terminated for any reason, she/he shall be entitled to a terminal vacation allowance covering vacation earned but not taken.

## 15.02

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



- 15.03 Casual and temporary Nurses will receive vacation pay at eight percent (8%) of their regular earnings and paid bi-weekly.
- 15.04
- (a) Where a Nurse's scheduled vacation is interrupted due to serious illness requiring the Nurse to be an in-patient in a hospital which commenced prior to and continues into the scheduled vacation period, the period of such hospitalization shall be considered sick leave.
  - (b) Where a Nurse's scheduled vacation is interrupted due to serious illness requiring the Nurse to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
  - (c) The portion of the Nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the Nurse's vacation credits.
  - (d) Where a Nurse's scheduled vacation is interrupted due to a bereavement, the Nurse shall be entitled to compassionate leave in accordance with Article 12.01.
  - (e) The portion of the Nurse's vacation which is deemed to be compassionate leave under the above provisions will not be counted against the Nurse's vacation credits.
- 15.05 Nurses who are off work without pay for a period of four (4) consecutive calendar weeks or more shall have their vacation entitlement reduced in proportion to such time absent from work.

#### **ARTICLE 16 - PAID HOLIDAYS**

- 16.01 The following shall be recognized as holidays to be paid for at a Nurse's regular rate of pay providing the Nurse is not on leave of absence without pay:
- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Family Day     | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Easter Monday  | Christmas Day    |
| Victoria Day   | Boxing Day       |
| Canada Day     |                  |
| Civic Holiday  |                  |
- If any of the above holidays fall on a Saturday or Sunday, the Friday or the Monday as designated by the Employer shall be recognized as the day off in lieu of the Paid Holiday for the purpose of this Agreement.
- 16.02 Part-time Nurses shall be paid for paid holidays on a pro-rata basis in accordance with time worked.

- 16.03 In the event a Nurse is required to work on one of the above holidays such Nurse shall be paid time and one-half (1½) her/his regular rate of pay for all hours worked in addition to holiday pay.
- 16.04 If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as the holiday. Work performed on the proclaimed alternate day will not trigger payment as noted in Article 16.03 above, however, an alternate day in lieu of holiday pay will be provided at a mutually agreeable time.

Clarity Note

If New Year's Day lands on a weekend day, the Employer will "proclaim" the day the Health Unit will be closed as the preceding Friday or the following Monday.

If a Nurse is required to work on New Year's Day, he or she will receive time and one half (1½) for all hours worked.

If a Nurse is required to work on the "proclaimed" Friday or Monday, he or she will receive his or her regular hourly rate only for all hours actually worked. In addition, such Nurse is entitled to an alternate "proclaimed" day off at a mutually agreeable time.

- 16.05 If paid holidays fall within vacation time another day off with pay will be granted at a mutually agreed upon time.
- 16.06 (a) All part-time staff will include hours for statutory holidays in their designated hours of work. This means that hours worked plus hours paid for any statutory holiday in any given week will total the Nurse's normal designated hours of work in that specific week.
- (b) If a Nurse is unable to take the hours off for a statutory holiday in the week in which the holiday occurs because of work load or work commitments, the time owing will be taken at a time mutually agreed to by the Nurse or her/his Manager or designate.

**ARTICLE 17 - HEALTH AND WELFARE BENEFITS**

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

Effective May 1, 2018, the maximum coverage for smoking cessation drugs such as Zyban and Champix, and Nicotine inhalers is unlimited. Maximum coverage for smoking cessation products such as Nicotine patches and gum is covered for a lifetime maximum of \$1000 combined.

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

(b) Dental Plan

All full-time and all part-time Nurses regularly scheduled to work twenty-one (21) or more hours per week shall be provided with Green Shield Dental Plan #9 based on the current less one (1) year O.D.A. rates, one hundred percent (100%) of the cost to be paid by the Employer.

(c) Vision Care

Effective May 1, 2018, all full-time and all part-time Nurses regularly scheduled to work twenty-one (21) or more hours per week shall be provided with Vision Care coverage will be a maximum of four hundred dollars (\$400.00) every twenty-four (24) months.

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

Vision coverage includes laser surgery.

(d) Effective May 1, 2018, extended health care plan including massage therapy (medical referral required), chiropractic, and physiotherapy up to a maximum of five hundred dollars (\$500.00) per calendar year combined.

Effective May 1, 2018, extended health care will include naturopath in professional services, provided that the naturopath is registered and acceptable to Green Shield.

(e) Effective May 1, 2018, Hearing Aid coverage of three hundred dollars (\$300.00), inclusive of batteries, per twenty-four (24) months.

(f) Effective April 1, 2020, Out of Country Medical coverage for thirty (30) days.

(g) Nurses will be responsible for a co-payment on drug charge of ten dollars (\$10.00) per co-pay.

(h) Every Nurse shall be fully responsible for keeping the Employer informed of changes in her/his marital status or number of dependants.

17.02 Group Life Insurance

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

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

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

Life Insurance and Accidental Death and Dismemberment benefits will be reduced by fifty percent (50%) when an employee turns sixty-five (65) years of age, and such benefits will be terminated when an employee turns seventy (70) years of age.

### 17.03 Long Term Disability Plan

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

- (a) an elimination period of twelve (12) months;
- (b) a benefit of seventy percent (70%) of the Nurse's basic monthly rate of earnings with a maximum of three thousand dollars (\$3,000.00);

Long Term Disability coverage will end when an employee turns sixty-five (65) years of age.

Nurses on leave of absence without pay in excess of four (4) consecutive calendar weeks shall assume the total cost of payments for dental plan, comprehensive extended health plan and group life insurance plan, and LTD plan for those months covered by the leave of absence without pay in excess of four (4) calendar weeks. The Employer agrees to continue payment of its share of the above benefits for a period of up to twelve (12) months of unpaid absence due to sickness or personal disability after sick leave credits are exhausted.

Notwithstanding the foregoing, the Employer will continue to pay its share of the premiums for nurses who are actively employed as follows:

- i) Paid leave;
- ii) Paid sick leave;
- iii) Pregnancy and parental leave;
- iv) WSIB directly related to the Employer (maximum twenty-four (24) months), and
- v) Long term disability (maximum twenty-four (24) months).

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

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

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

17.06 Continuation of Benefits in the event of disability

- (a) Nurses absent from work due to non-occupational illness or accident are subject to the following conditions:
  - i) During the first twelve (12) months, following the elimination period, of any such absence the Employer agrees to provide at its cost all benefits as set out in Article 17.01 that the Nurse is enrolled and entitled.
  - ii) At the end of such twelve (12) month period such Nurse will be responsible for the total cost of all benefits as set out in Article 17.01 that the Nurse is enrolled and entitled.
- (b) Nurses absent from work due to an occupational illness or accident for which Worker's Compensation is paid are subject to the following conditions:
  - i) During the first twenty-four (24) months of such absence the Employer will provide at its cost all benefits as set out in Article 17.01 that the Nurse is enrolled and entitled.
  - ii) At the end of such twenty-four (24) month period such Nurse will be responsible for the total cost of all benefits as set out in Article 17.01 that the Nurse is enrolled and entitled.

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

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

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

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

### **ARTICLE 18 - SICK LEAVE**

- 18.01 The provisions of this article shall cover Nurses absent from work as a result of personal disability caused by accident or sickness, excluding accidents or illnesses covered by Workplace Safety and Insurance Board.
- 18.02 Sick leave shall not be paid to Nurses with less than three (3) months service; however, upon completion of three (3) months service such Nurse shall be credited with ten and one-half (10.5) hours per month from the date of employment. Part-time Nurses shall accumulate sick leave on a pro-rata basis in accordance with time worked.
- 18.03 (a) The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of a Nurse's service with the Employer whether retiring voluntarily or dismissed for cause.
- (b) The length of service shall be calculated from the date of employment.
- 18.04 Sick leave shall not accumulate if a Nurse is off work without pay for a period in excess of four (4) consecutive calendar weeks or during any period of paid sick leave when the Nurse is absent for the entire month.
- 18.05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of one thousand six hundred and eighty hours (1680) hours.
- 18.06 Recognized days off shall not be deducted from the accumulated sick leave.
- 18.07 (a) No Nurse shall draw accumulated sick leave benefits, unless their absence from work is due to legitimate illness or injury unless addressed in this collective agreement.
- (b) A Nurse may be required to produce a medical certificate from their attending physician for any illness in excess of three (3) working days, certifying that such Nurse is unable to carry out his/her duties due to illness/injury. If a medical certificate is requested, the Employer shall pay the full cost of obtaining the certificate upon production of receipt.
- (c) A Nurse may be required to produce a medical certificate, from their attending physician, for a period of less than three (3) days' absence due to illness/injury if the Nurse's record indicates a pattern of intermittent absenteeism. If a medical certificate is requested, the Employer shall pay the full cost of obtaining the certificate upon production of receipt.
- (d) A Nurse who will be absent due to illness must notify the Employer via Sault Ste Marie main switchboard no later than thirty (30) minutes after

the commencement of their regular shift. Failure to give such notice may result in loss of sick leave benefits.

- 18.08 If a Nurse is off work as a result of injuries or illness for which the Workplace Safety and Insurance Board has paid, his time lost shall not affect his accumulated sick leave.
- 18.09 A master record of each Nurse's sick leave shall be kept by the Employer and each Nurse may at reasonable times check his current balance.
- 18.10 Nurses shall be granted personal leave to attend to the care of a spouse, child, or parent to a maximum of five (5) days per calendar year and such approved leave will be deducted from the Nurse's accumulated sick leave credits.
- 18.11 Special Paid Leave

Nurses will be granted career leave twice as follows:

Each opportunity below would be available once in each aNurse's career if she/he qualifies:

- (a) A nurse who has more than nine hundred (900) hours of accumulated sick leave to her/his credit as of January 1<sup>st</sup> may elect to take a special paid leave equal to one (1) week thirty-five hours (35) of her/his credited sick leave days. Her/his sick leave credits shall be reduced as of the commencement of such paid leave by two (2) days for each day of special paid leave.
- (b) A Nurse who has more than one thousand two hundred (1200) hours of accumulated sick leave to her/his credit as of January 1<sup>st</sup> may elect to take a special paid leave equal to one (1) week thirty-five (35) hours of her/his credited sick leave days. Her/his sick leave credits shall be reduced as of the commencement of such paid leave by two (2) days for each day of special paid leave.

## **ARTICLE 19 - PENSIONS**

### 19.01 Pension Plan

- (a) The Employer and Union recognize that the Ontario Municipal Employees Retirement System will be in effect and all full-time Nurses will participate in this plan.
- (b) A part-time Nurse who is eligible for O.M.E.R.S. in accordance with the applicable legislation may become and shall remain a member of O.M.E.R.S.

19.02 Early Retirement Benefits

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

**ARTICLE 20 - KILOMETRE REIMBURSEMENT**

- 20.01 (a) i) Effective April 25, 2018, each Nurse covered by this agreement who is required to operate their automobile in the course of their employment, shall be reimbursed as follows:
- CRA (Canada Revenue Agency) rate of fifty-five (\$0.55) cents for the first five thousand (5,000) km travelled.
- After five thousand (5,000) km travelled, forty-nine (\$0.49) cents each additional km travelled. This set amount shall be adjusted according to the CRA rate annually, April 1<sup>st</sup> of each year.
- (b) Nurses shall provide daily readings of mileage travelled on behalf of the Employer.
- 20.02 Nurses shall complete on a monthly basis, the travel expense forms, which will include kilometres travelled on behalf of the Employer on a daily basis.
- 20.03 It is the individual Nurse's sole responsibility to insure her/his automobile and the Employer may require proof by a certificate of an insurance company that the car is insured for at least one million dollars (\$1,000,000) public liability while in use on Employer business.

**ARTICLE 21 - COMPENSATION**

- 21.01 The schedule of wages shall be provided in Appendix "A" attached to and forming part of this Agreement.
- 21.02 Past Related Experience
- The minimum rate shall not necessarily be the hiring rate and due regard shall be given for previous related experience.



21.03 Grid Increments

- (a) Each full-time Nurse will be advanced from her/his present level to the next level set out in the salary schedule, twelve (12) months after she/he was last advanced on her/his service review date.
- (b) Each part-time Nurse will be advanced from her/his present level to the next level set out in the salary schedule, after obtaining one year's service credit based on one thousand eight-hundred and twenty (1820) hours equalling one (1) year.

21.04 A Public Health Nurse (PHN) in the Vaccine Preventable Disease (VPD) program will be designated as Lead PHN per clinic, on a rotational basis by seniority during influenza clinics only when there are PHNs, Registered Nurses (RN), Registered Practical Nurses (RPN) from programs or agencies other than VPD working in the clinics. For example, a Lead PHN will not be designated should an influenza clinic be staffed with only PHNs from the VPD program.

The responsibility for the designated Lead PHN at Influenza clinics would include:

- i) acting as a resource for PHNs, RNs or RPNs;
- ii) troubleshooting Electronic Health Record (EHR) issues;
- iii) responding to or providing consultation in the case of an adverse event following immunization;
- iv) ensuring cold chain maintenance;
- v) assisting with client situations. For example, forcing in appointments, client booked on the wrong day, upset client, and
- vi) answering questions from clients that clerical or volunteers cannot answer.

When a PHN is assigned in writing or scheduled to be designated as Lead PHN, he or she shall be paid a responsibility allowance of one dollar (\$1.00) per hour, in addition to her or his regular earnings for the duration of the shift worked as a PHN.

21.05 The parties agree to participate in discussion regarding student placements and mentoring at the ONA liaison committee. A meeting is to be scheduled within three (3) months of ratification.

**ARTICLE 22 - MISCELLANEOUS**

22.01 Termination of Employment

When terminating employment, two (2) weeks' notice will be given in writing by the Nurse or Employer, as the case may be.

22.02 Bulletin Boards

The Union shall have the use of bulletin boards for the posting of notices relating to Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union.

22.03 A Nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. A Nurse who is selected by a Nurse or the College of Nurses to act as a proctor shall be allowed the time to be in attendance during the examination.

22.04 Emails shall satisfy all requirements in this Collective Agreement regarding correspondence, except where other written correspondence formats may be required by law. The Employer shall use the Agency Staff List for their emails.

22.05 When a Nurse requires a return to work meeting or an accommodation and requests the assistance of a Union representative, as a good labour relations practice, this request shall not be unreasonably denied.

**ARTICLE 23 – SECONDMENT**

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

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

**ARTICLE 24 – DURATION**

24.01 This Agreement shall be effective from April 1, 2017, and shall remain in effect until March 31, 2021, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue to be in effect for a further year without change and so on from year to year thereafter.

**SIGNING PAGE**

Dated at Sault Ste. Marie, Ontario, this 20th day of June, 2018.

**FOR THE EMPLOYER**

"Mark Contini"

"Dr. Marlene Spruyt"

"A. Tomie"

"L. Zippa"

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**FOR THE UNION**

"Pat Carr"  
Labour Relations Officer

"Blythe Carota"

"Bill Grawberger"

"Janet Allen"

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**APPENDIX "A"**

Effective April 1, 2017

	REGISTERED NURSE	PUBLIC HEALTH NURSE	NURSE PRACTITIONER
LEVEL 1	31.37	33.37	49.11
LEVEL 2	32.78	34.90	50.68
LEVEL 3	33.90	36.02	52.20
LEVEL 4	35.57	37.77	53.72
LEVEL 5	39.11	42.40	56.07
LEVEL 6	-	43.01	

Effective April 1, 2018

	REGISTERED NURSE	PUBLIC HEALTH NURSE	NURSE PRACTITIONER
LEVEL 1	31.84	33.87	49.85
LEVEL 2	33.28	35.42	51.44
LEVEL 3	34.41	36.56	52.98
LEVEL 4	36.11	38.34	54.53
LEVEL 5	39.89	43.04	57.19
	-	43.87	-

Effective April 1, 2019

	REGISTERED NURSE	PUBLIC HEALTH NURSE	NURSE PRACTITIONER
LEVEL 1	32.32	34.38	50.60
LEVEL 2	33.77	35.96	52.21
LEVEL 3	34.93	37.11	53.78
LEVEL 4	36.65	38.91	55.35
LEVEL 5	40.69	43.68	58.33
LEVEL 6	-	44.75	-

Effective April 1, 2020

	REGISTERED NURSE	PUBLIC HEALTH NURSE	NURSE PRACTITIONER
LEVEL 1	32.88	34.98	51.48
LEVEL 2	34.37	36.58	53.13
LEVEL 3	35.54	37.76	54.72
LEVEL 4	37.29	39.59	56.32
LEVEL 5	41.50	44.45	59.50
LEVEL 6	-	45.65	-

Public Health Nurse job classification only

NOTE: for Public Health Nurses who were on staff as of date of ratification of April 1, 2015 to March 31, 2017 Collective Agreement, when she/he is advancing past Level 4, she/he will progress to Level 6

Pay Equity

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

**LETTER OF AGREEMENT**

Between:

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

And:

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

Re: Wage Adjustment

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

1. To an Algoma Public Health Nurse, who is a member of the Ontario Nurses Association Local 12.
2. To a Nurse who reports to Algoma Public Health, Wawa Ontario office,
3. Is a registered Nurse, employed by Algoma Public Health,
4. The amount of the allowance is to be three hundred and two dollars and fifty cents (\$302.50) per month or thirteen dollars and seventy-five cents (\$13.75) per day effective April 1, 2009 – March 31, 2012.
5. This agreement shall be effective from the date of signing and shall remain in effect but may be amended or terminated at any time by agreement of the parties.
6. Any Nurse hired after the date of the 2015 ratification shall not be entitled to this letter of understanding.

Dated at Sault Ste. Marie, ON, this 26<sup>th</sup> day of August, 2018.  
Renewed and dated at Sault Ste. Marie, Ontario, this 20<sup>th</sup> day of June, 2018.

FOR THE EMPLOYER

FOR THE UNION

"Mark Contini"

"Pat Carr"  
Labour Relations Officer

"Dr. Marlene Spruyt"

"Blythe Carota"

"A. Tomie"

"Bill Grawberger"

"L. Zippa"

"Janet Allen"

**LETTER OF AGREEMENT**

Between:

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

And:

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

RE: Compressed Work Week

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The parties will meet to discuss compressed work week on a mutually agreed upon time during the term of the collective agreement.

Dated at Sault Ste. Marie, ON, this 26<sup>th</sup> day of August, 2018.  
Renewed and dated at Sault Ste. Marie, Ontario, this 20<sup>th</sup> day of June, 2018.

FOR THE EMPLOYER

"Mark Contini"

"Dr. Marlene Spruyt"

"A. Tomie"

"L. Zippa"

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