

COLLECTIVE AGREEMENT

BETWEEN:

**THE BOARD OF HEALTH FOR THE SUDBURY AND DISTRICT HEALTH UNIT,
OPERATING AS PUBLIC HEALTH SUDBURY & DISTRICTS**
(hereinafter called the "Employer")

AND:

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

EXPIRY DATE: March 31, 2021

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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 for the Sudbury and District Health Unit operating as Public Health Sudbury & Districts, 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 – DEFINITIONS

- 3.01 A full-time nurse shall mean a permanent nurse who is normally scheduled to work thirty-five (35) hours a week.
- 3.02 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.
- 3.03 A Probationary Nurse shall be a nurse who has not completed the probationary period.
- 3.04 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.
- 3.05 A Nurse Practitioner shall mean a registered nurse (extended class) as established by the College of Nurses of Ontario, and is employed as such.
- 3.06 A Registered Practical nurse shall mean a nurse who has a registered practical nurse credential and is qualified and registered with the College of Nurses of Ontario and is employed as such.
- 3.07 A casual nurse is a nurse employed on an as and when needed basis.
- 3.08 A nurse is a person employed by the Employer and who is covered by this Agreement under Article 2 Scope.

ARTICLE 4 - ASSOCIATION REPRESENTATION

- 4.01 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.
- 4.02 O.N.A. – Management Committee
- A Committee of up to three (3) Nurses (and no more than two (2) per team) elected or appointed by the Local Association and who are Employees of the Board of Health for the Sudbury and District and District Health operating as Public Health Sudbury & Districts 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 O.N.A. 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.
- 4.03 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.

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 Employer. 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)].
 - *Reg. 67/93* – 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*, s.10].

- (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.

4.05 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.

4.06 Negotiating Committee

The Employer recognizes a Negotiating Committee comprised of four (4) members of the bargaining unit (and no more than two (2) per team) 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.

4.07 Professional Practice

The parties agree that nurses who have professional practice complaints will make such complaint in writing to their manager and if such complaint is not resolved then it will be considered an appropriate topic at ONA management committee,

unless otherwise agreed by the parties. The parties agree that ONA members may use the ONA Professional Responsibility and Workload Report Form.

ARTICLE 5 - RESPONSIBILITY OF EMPLOYEES

- 5.01 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.
- 5.02 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.
- 5.03 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 6 - EMPLOYER RIGHTS

- 6.01 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.
- 6.02 The Employer also has the right to make and alter from time to time, reasonable rules and regulations to be observed by nurses.
- 6.03 These rights shall not be exercised in a manner directly contrary to the provisions of this Agreement.

ARTICLE 7- GRIEVANCES

7.01 Grievance Committee

The Employer acknowledges the right of the Association to appoint or otherwise

select an Association Grievance Committee of not more than two (2) employees of the Employer. The members of such Committee shall be communicated in writing to the Employer.

7.02

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.

(a) Complaint Stage

- i) 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.
- ii) 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.
- ii) An employee Grievance must be signed by the aggrieved employee(s).

(b) Stage 1

The aggrieved nurse(s) and or representative of the Grievance Committee shall take the written Grievance to the Director, Corporate Services, or designate. The Director, Corporate Services 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.

(c) 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.

7.03 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.

7.04 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.

7.05 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 8 - ARBITRATION

8.01 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.

8.02 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.

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

8.04 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.

8.05 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 9 - ASSOCIATION SECURITY AND ACCESS TO FILES AND DISCIPLINE

- 9.01 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.
- 9.02 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:
- (a) Application Form;
 - (b) Disciplinary Record;
 - (c) Performance Evaluation.
- 9.03 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.
- 9.04 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.
- 9.05 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.
- 9.06 The Employer agrees to deduct dues from the earnings of each nurse in the amounts certified by the Association, to be currently in effect.
- 9.07 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.

- 9.08 No person shall be required as a condition of employment to become or remain a member of the Association or any other Employer.
- 9.09 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 10 - SENIORITY

10.01 Definitions

- (a) 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, subject to the *Employment Standards Act*.
- (b) Part-time nurses accumulate seniority on the basis of hours worked. One year of service is equal to 1505 hours worked exclusive of overtime.

10.02 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 on the intranet, and a copy of each List shall be sent to the Association and the Labour Relations Officer. Seniority lists shall include each nurse's program (funded). 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.

10.03 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.

10.04 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 the case of all posted vacancies in accordance with Article 10.10 (a). 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.

- 10.05 Prior to considering external applicants all nurses will be given opportunity, subject to Article 9, 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.

- 10.06 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 Employer agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

- 10.07
- (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. For further clarity, all internal applicants must be considered for vacant or new positions. Should no internal applicants be qualified for the position the Employer may consider external applicants.
 - (b) A full-time or part-time nurse who is the successful applicant to a vacant position referred to and subject to Article 10.10 (a) shall be allowed to transfer to the posted position without any loss of seniority, vacation credits as described in Article 14 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 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. The Employer shall not be arbitrary or unreasonable in making such a

decision. 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 10.10 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, 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 10.10. This article also applies to temporary vacancies.
- (f) Notwithstanding Article 10.10, temporary vacancies of three (3) month's 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.

10.08 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.

10.09 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.

10.10 (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 referred to in i) may be extended with written agreement of the Union, employee, and the Employer. Such extensions will not be unreasonably denied.
- iii) All temporary postings will be copied to the union, with the defined leave of absence and/or the function of the temporary positions.
- iv) A temporary employee who is the successful applicant to an approved leave of absence, absence due to workplace injury, long-term disability related temporary postings, shall not be subject to any limits related to employment in temporary positions.
- v) 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.
- vi) This Article will not preclude temporary employees from making application for permanent employment.
- vii) Where a temporary position for a special non-recurring task or project requires an extension beyond 24 months such position will be discontinued or posted as a permanent job posting in accordance with article 10.10.

10.11 Lay-Off & Recall

The following provisions apply to layoffs of a long-term nature (13 weeks or more for permanent employees.

10.12 A "layoff is defined as the reduction or elimination of regular hours of work for a permanent employee in the bargaining unit.

10.13 In all cases of layoff:

- (a) The Employer will identify where the layoff exists based on its operational requirements. Following that decision, the layoff will be based on reverse order of seniority, and in all circumstances an employee displacing another employee must be qualified to perform the work. Subject to the foregoing, the equivalent and appropriate number of probationary, temporary and casual employees shall be first laid off. ~~Such employees will be provided layoff options subject to the *Employment Standards Act*.~~

Temporary or casual, and then probationary nurses shall be laid off first and then further layoffs will be on the basis of seniority. Such employees will be provided layoff options subject to the Employment Standards Act.

- (b) An employee initially selected for layoff 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, which shall mean a position for which the posting process has been completed and there was no successful applicant, or;
- iv) displace another employee who has lesser bargaining unit seniority and who is the least senior employee within that geographical location. If the nurse is unable to displace within their geographical location and/or such displacement would require a change in a nurse's status (ie: full time to part time), such nurse may displace the least senior nurse, either full-time or part-time in any geographical location. Such process continues until the displacing is completed.

The Association and the Employer may agree to a different procedure than described above.

The decision by the employee shall be made within five (5) calendar days after being provided notice of layoff.

10.14 The Employer will provide the Union with ninety (90) calendar days' notice of the layoff date under this Article unless the Employer is not given sufficient notice of a funding cut or other circumstance triggering such layoff preventing it from complying with this notice provision. The individual employee will be provided with notice of the layoff date in accordance with the *Employment Standards Act*.

During such ninety (90) calendar 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.

For the purpose of layoff and recall, the full-time and part-time seniority shall be combined.

For the purposes of this Article, the five (5) geographic locations will be considered to be Sudbury (Main Office, Rainbow Centre, Val Caron), Mindemoya, Espanola, St. Charles, and Chapleau.

10.15 Recall

- (a) Recall will be based on order of seniority.
- (b) A nurse will retain right to recall for a period of twelve (12) months from the date of the layoff.
- (c) All part-time and full-time employees who are on layoff will be given a opportunity for recall before any new employee is hired into either the part-time or full-time category.

10.16 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.

- 10.17 For the purpose of layoff and job postings and the computation of seniority a nurse who has transferred from one seniority list to another shall retain accumulated seniority retroactive to the last date of employment, based on the conversion from hours to years as per 10.01.

ARTICLE 11 - LOSS OF SENIORITY

- 11.01 (a) Seniority rights shall cease and employment will be terminated for any of the following reasons:
- i) Voluntary resignation.
 - ii) Discharged for just cause.
 - iii) 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.
 - iv) After a lay-off extending for a period of more than twelve (12) consecutive months.
 - v) Absent without leave for any period in excess of three (3) consecutive working days.
 - vi) Non-disciplinary termination, subject to redress through the grievance or arbitration procedure(s).
- (b) Subject to 11.01 (a) seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- i) Approved leave of absence with pay.
 - ii) Approved leave of absence without pay up to one (1) continuous month in any one (1) year.
 - iii) When in receipt of Workplace Safety and Insurance Board (WSIB) benefits as a result of injury or illness received while in the employment of the Employer.
 - iv) When in receipt of Sick Leave Benefits/Weekly Indemnity Benefits as set out herein.
 - v) While on Long Term Disability if continued to be employed, up to two (2) years.
 - vii) 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 12 - RELIEVING IN OTHER GRADES

- 12.01 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.
- 12.02 A nurse temporarily assigned to a lower rated classification shall receive her/his regular rate of pay while so assigned.

ARTICLE 13 - PAID HOLIDAYS

- 13.01 (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.
- i) New Year's Day
 - ii) Family Day
 - iii) Good Friday
 - iv) Easter Monday
 - v) Victoria Day
 - vi) Canada Day
 - vii) Civic Holiday
 - viii) Labour Day
 - ix) Thanksgiving Day
 - x) Remembrance Day
 - xi) Christmas Day
 - xii) Boxing 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 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.
- 13.02 In the event that any of the holidays listed in Article 13.01 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 14 - ANNUAL VACATION

- 14.01 A full-time nurse who is on unpaid leave including pregnancy/parental leave, will receive their eligible weeks of vacation pay pro-rated based on gross pay.
- 14.02 (a) A 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.
- (b) A 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).
- (c) A 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).
- (d) Full-time nurse who has completed twenty-five (25) years of continuous service with pay shall be entitled to a paid annual vacation of thirty-five (35) working days (2.92 days per month).
- 14.03 A 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.
- 14.04 Should any of the Paid Holidays as provided in Article 13.01 fall in a vacation period, the employee will be paid for the stat holiday not as a vacation day.
- 14.05 (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) All part-time nurses who have completed twenty-five (25) years of continuous service shall be entitled to an annual vacation of seven (7) weeks with pay calculated at fourteen percent (14%) of the gross earnings.
- (e) Vacation requested and approved shall be coded and recorded as Vacation time off.
- (f) Part-time, casual and temporary nurses shall be entitled to annual vacation pay in accordance with 14.05 (a) through (d) on all gross earnings to be paid bi-weekly.

- 14.06 (a) Where a nurse's scheduled vacation is interrupted due to serious personal illness, the period of such illness shall be considered sick leave upon receipt of a medical certificate.
- (b) Where a nurse's scheduled vacation is interrupted due to bereavement, the period of such bereavement shall be considered bereavement leave in accordance with Article 16.06.

14.07 In order to minimize 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:
- A) April 1 for the period June 1 to November 30 and;
- B) 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) i) 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 one week of vacation between July 1 and August 31 which must be taken in a one week block. Requests for a full week will be considered before considering less than a full week request. Once all nurses who so desire have been granted a one week block of vacation, then single days, consecutive days and/or consecutive weeks may be granted.
- ii) Christmas/New Year's period: No employee can receive more than one week vacation in this period, defined as the week preceeding Christmas and the week following Christmas until all other employees have had the opportunity to receive one week of vacation.
- (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 14.07, over other requests for time off, such as ETO, 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 14.
- (f) Requests for Vacation shall not be unreasonably denied.

- (g) Part-time and job share employees shall receive a pro-rated amount of vacation consistent with their normal hours of work. Newly hired nurses with less than one year service shall be entitled to a maximum of one week.
- 14.08 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.
- 14.09 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 14.
- 14.10 When transferring to a different team a nurse's approved vacation will be honoured except where not operationally feasible.
- 14.11 The Employer will establish its staffing requirements including the number of employees permitted to be on vacation, and will not be unreasonably restrictive in its decision. Such staffing requirements for vacation will be posted on the vacation request calendar when the calendar is posted.
- 14.12 (a) The Employer is permitted to cancel vacation if needed due to operational requirements. The Employer will exhaust all other reasonable efforts before cancelling vacation.
- (b) Employees are permitted to request to cancel scheduled vacation when there are extenuating circumstances.
- (c) Employees are not permitted to switch paid vacation for other time owing except as outlined in Article 14.06.

ARTICLE 15 - HOURS OF WORK

- 15.01 (a) 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.
- (b) There shall be a one-hour unpaid meal break daily, around the mid-point of the shift, unless a shorter period is mutually agreed in cases of alternate work arrangements. Employees shall be permitted a paid rest period of 15 consecutive minutes in both the first half and second half of the day.
- (c) 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.
- (d) 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.

- (e) Subject to 15.01, 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.
- (f) Hours worked 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.
- (g) Nurses working the Saturday of a long weekend will be given the first opportunity to work the paid holiday(s) of that weekend.
- (h) Travel time incurred for a second occurrence of a day will be included in the total number of extended hours worked.
- (i) 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:
 - i) If reasonably practical. Four (4) weeks' notice for weekend/paid holiday work and two (2) weeks' notice of evening work will be provided.
 - ii) Evening, weekend and holiday work shall be equitably distributed by seniority to those nurses who normally perform the work. A method other than equitable distribution may be utilized provided there is no additional cost to the Employer.
 - iii) For the purpose of transparency, the criteria will be in writing.
- (j) 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.
- (k) All hours worked between 6:00 p.m. to 7:00 a.m. will be paid a premium of one dollar and fifty cents (\$1.50) per hour. Hours worked between 6:00 p.m. to 7:00 a.m. due to alternate work week arrangements and personal flex arrangements are exempt.
- (l) All hours worked on a Saturday shall receive a premium of one dollar and fifty cents (\$1.50) per hour.
- (m) Extended Hours are hours scheduled beyond the normal hours of work.
- (n) 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.

15.02

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.

15.03

Meal Allowance

- (a) 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.
- (b) 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.
- (c) Employees required to be away overnight 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).

15.04

Earned Time Off (ETO):

In order to better accommodate the work and family responsibilities and improve the quality of work life of employees, ~~Earned Time Off~~ arrangements may be formally established in areas where operational requirements do not conflict with such scheduling.

ETO is subject to specific scheduling demands of the division, program or position. The divisional director must approve the institution of any alternate work arrangement models within a division in advance and may also designate time periods when alternate work arrangements will not apply. The Employer reserves the right to modify any arrangement as needed to continue to meet operational requirements. The Employer reserves the right to discontinue any arrangement and will do so by providing one-month notice to the employee or group of employees, unless the reason for discontinuation is due to employee misuse/conduct. In such instances, the Employer may discontinue without notice.

Criteria for Approval:

- (a) The ETO arrangement will not result in any additional cost to the Employer.
- (b) Operational requirements of the division and program shall not be adversely affected.
- (c) Approvals for ETO requests will be for a maximum one-year period and subject to review for renewal at the end of that period.

- (d) Meal breaks may be adjusted or reduced to no less than 30 minutes, and regular breaks are to be maintained.

Earned Time Off:

Eligible employees can earn up to a maximum of 35 hours of ETO per calendar year (January to December); the earning and taking of which must be mutually agreed to between the manager and the employee.

ETO is available to:

- Full-time (35hrs/week) permanent employees who have successfully completed their probationary period.

Eligible Time Periods:

ETO is available all year (pro-rated), as long as, the time earned is taken by December 31 each calendar year.

Directors will consider extenuating circumstances in making decisions to allow the carry-over of ETO time. Exceptional and extenuating circumstances include, for example, long duration illness, operational requirements, emergencies and similar circumstances. All hours carried over to the next year will count towards that year's annual maximum of 35 hours. For example, if an employee is allowed to carry over 10 hours to the next calendar year, they will only be able to earn an additional 25 hours for a total of 35 hours for that year.

Employees may earn time in a minimum of 30 minute blocks to a maximum of one hour per day, Monday to Friday and may be earned either at the beginning or end of the workday, and/or by reducing the lunch hour to 30 minutes.

Time earned must be taken in minimum increments of 30 minutes.

ETO may not be earned while working overtime or during on-call duties.

ETO must be earned between 8:00 a.m. and 5:00 p.m., Monday to Friday.

Process:

The Board of Health for the Sudbury and District Health Unit operating as Public Health Sudbury & Districts will consider request for Earned Time Off arrangements based on operational requirements.

- (a) Employees who wish to participate in an ETO arrangement shall make a request in writing using the request for Alternate Work Arrangement form to their immediate supervisor, This request will include proposed schedule, work plan and a plan for coverage.
- (b) Requests for ETO arrangements where appropriate will be brought to the team to discuss any coverage issues or other team implications.
- (c) The supervisor will review any arrangement with human resources if necessary to ensure compliance with policy, appropriate legislation and collective agreements.

- (d) Employees who apply for ETO arrangements, will respect the criteria listed within this policy and recognize that flexibility in the implementation of the arrangement may be required (e.g. re-scheduling for unanticipated work demand).
- (e) Hours worked in consideration of ETO and ETO leave requests will be submitted into Info: HR for supervisor approval.

15.05

Job Share

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.

If the Employer and the Union agree to a job sharing arrangement, subject to operations the following shall apply:

- a) Job sharing requests with regard to full-time positions shall be submitted in writing to the Manager and considered on an individual basis. The nurse(s) requesting a job share will complete a Job Share Work Plan form and submit the form along with their request.
- b) Total hours worked by the job sharers shall equal one (1) full-time position. The nurses will equally share the hours bi-weekly (50-50 split unless otherwise agree to by the Employer and Union). The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and their immediate Manager.
- c) The above schedules shall conform to the scheduling provisions of the Collective Agreement. It is understood that job share partners will not be permitted to work a compressed work week.

d) Coverage

It is understood that Job Share Partners will communicate with one another their incidental and planned absences with the intent to provide coverage for each other for the duration of the absence subject to their manager's approval.

It is understood by the parties that the Employer does not typically replace staff for sick calls or vacation replacement and the requirement for a nurse to provide coverage shall not be unreasonable.

Where an absence is going to be in excess of six weeks the Employer reserves the right to require the job sharers to cover however the Employer may decide to post the vacancy as a temporary posting in accordance with Article 10.10.

e) Implementation

If both applicants to a job share are full-time, the resulting full-time vacant

position upon approval of the job share agreement shall be posted in accordance with the collective agreement.

Where a full-time nurse wishes to share her/his position, the other half of the job sharing position will be posted and filled in accordance with the collective agreement.

f) Job Share Vacancies

If one of the job sharers voluntarily leaves the job share arrangement, management will review and consider whether or not the position will remain a job share or revert back to full-time status.

If one of the job sharers voluntarily leaves the job share arrangement and management has deemed it appropriate to continue with the job share arrangement, the vacancy will be posted as a job share in accordance with Article 10.

Where there is no successful applicant to a vacant portion of a job share position, the position shall revert back to full-time status.

g) Assessment of the Job Share

The Employer and the nurses involved in a job share will review the job share arrangement on an ongoing basis. New job share arrangements will be formally reviewed at three (3), six (6) and twelve (12) months and annually thereafter.

h) Discontinuation

Either party may discontinue the job sharing arrangement, or a job share arrangement with sixty (60) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

Should the arrangement be discontinued by either party, the following shall apply:

- i) If both original job share partners remain in the arrangement, the most senior nurse will have the option of accepting the full-time position. If he/she does not wish to accept the full-time position, the other partner will be given the option of accepting the full-time position. If neither partner wants the full-time position, the position will be posted as full-time and the two nurses will exercise their layoff rights.
- ii) If only one original job sharing employee remains, he/she shall have the option of accepting the full-time position. If he/she does not wish to accept the full-time position, the other partner will be given the option of accepting the full-time position. If neither partner wants the full-time position, the position will be posted as full-time and the two nurses will exercise their layoff rights.
- iii) If neither original job sharers remain in the arrangement the most senior nurse will have the option of accepting the full-time position.

If he/she does not wish to accept the full-time position, the other partner will be given the option of accepting the full-time position. If neither partner wants the full-time position, the position will be posted as full-time and the two nurses will exercise their layoff rights.

- i) Should another nurse temporarily fill a job share arrangement such nurse is deemed covered by this article. A full-time nurse temporarily filling a job share arrangement shall retain his/her full-time status and continue participation in health and welfare benefits, but will receive sick bank, vacation, bereavement and paid holidays on a pro rated basis.

NOTE: The original job sharers are those individual nurses who were involved with the job share arrangement when it was initially created.

The full-time equivalent (FTE) complement of the Employer will not be increased as a result of the discontinuance of a job sharing arrangement.

15.06 Call Back

Subject to operational needs such as efficiency, cost and skills, the Employer will call back nurses on an equitable basis.

- 15.07 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 one and one-half (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.

- 15.08 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 16 - LEAVE OF ABSENCE

16.01 Personal Leave

Requests for a personal leave of absence without pay, that are not covered by the *Employment Standards Act*, 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.

- 16.02 (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 Employer 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 16.02 (a) above. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood that this clause is restricted to one (1) Nurse at any one time.

(e) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee 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. Notwithstanding Article 10.01, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

16.03 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.

The employee will be required to pay premiums for benefits for an unpaid leave of absence after 30 days, subject to the *Employment Standards Act*.

16.04 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 pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to the *Employment Insurance Act* 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 EI waiting period, and receipt by the Employer 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). The SUB plan applies to either pregnancy or parental weeks for fifteen (15) weeks total.

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 61 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 63 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.

16.05

- (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.

16.06

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 five (5) 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, step-mother, sister, brother, grandparent, and grandchild.
- (b) In the case of the demise of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, 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) A nurse on bereavement leave may upon approval be granted additional provisions for necessary travel time without pay.
- (d) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions in order to accommodate religious and cultural diversity. The nurse must disclose such a need at the time of the request for the bereavement leave.
- (e) For nurses who work other than full-time hours the consecutive working days eligible for bereavement will be their actual working days within the timeframe for a full-time nurse.
- (f) Where a nurse does not qualify under the above noted conditions, the Employer may in its discretion nonetheless grant paid bereavement leave.

The Employer, in its discretion may extend such leave with or without pay, particularly where extensive travel is required.

16.07 Jury and Witness Duty Leave

Nurses subpoenaed to act as Jurors or Crown Witnesses in criminal or civil courts or for Employer 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.

16.08 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.

16.09 Re: Pre-paid Leave Plan

- (a) A pre-paid leave plan shall be funded solely by the employee.
- (b) The pre-paid leave plan spreads four (4) years' of salary over five (5) years.
- (c) The employee must make application to the Director, Corporate Services disclosing full details regarding the purpose for a pre-paid leave plan.
- (d) The decision to approve is at the discretion of the Employer.
- (e) No more than one (1) employee shall commence pre-paid leave in any one year.
- (f) Normally a pre-paid leave will commence September 1 and will end August 31 the following year, unless otherwise agreed.
- (g) Priority for approval will be given to education that is directly linked to public health.
- (h) If approved 20% of the gross earnings on each cheque for four (4) years is

held for the payment in the fifth year.

- (i) It is at the Employer's discretion as to how that deferred salary is held.
- (j) The deferred salary and any interest is to be paid to the employee in 26 equal amounts during the fifth year.
- (k) 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).
- (l) 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.
- (m) If for any reason the plan terminates, the deferred salary and any accrued interest will be paid to the employee or his/her estate.
- (n) 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.
- (o) An employee is not exempt from layoff while he/she is on pre-paid leave.
- (p) 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.

ARTICLE 17- SICK LEAVE

- 17.01 (a) The Employer agrees to contribute one hundred percent (100%) of the total employees premium cost for Weekly Indemnity, 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) Full-time employees are entitled annually to seven (7) days sick leave credited on an equal basis throughout the calendar year (0.269/pay) 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 17.04 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 Employer, 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 Employer to the employee, converted to days or a portion of a day.

17.02 Implementation of Conversion of Sick Leave to Weekly Indemnity Insurance

- (a) 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 17.04 is removed from the collective agreement.
- (b) 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.
- (c) The seven (7) days (Bank #2) in 17.01 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.

- 17.03 (a) An employee shall report her/his 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 Employer 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.

17.04 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 17.02; or
- (b) to have the accumulated number of hours banked for utilization in

accordance with the Article 17 (Bank #1).

- 17.05 Effective January 1, 2007, where an employee having more than five (5) years continuous service with the Employer ceases to be employed by the Employer 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 Employer for any sum, this sum may be deducted from the amount paid (Bank #1).
- 17.06 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.
- 17.07 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.
- 17.08 Employees are eligible for Personal Emergency Leave and Family Medical Leave in accordance with the *Employment Standards Act*. Up to three (3) of those can be paid using an employee's sick credits provided under Article 17.01 b), either three (3) Personal Emergency Leave, or three (3) for Family Medical Leave, or a combination of days totalling three (3) between each of these. 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 18 - NO DISCRIMINATION

- 18.01 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.
- 18.02 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, gender identity, gender expression, nationality, ancestry, place of origin, residence, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.

- 18.03 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 the appropriate measure(s) to correct such harassment. The parties will fully cooperate where necessary.

NOTE: The collective agreement will be subject to the current prohibited grounds as defined by the Ontario Human Rights Code.

ARTICLE 19 - NO STRIKES OR LOCKOUTS

- 19.01 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.
- 19.02 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 20 - PENSION PLAN

- 20.01 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 21 - 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.

- 21.01 (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 ten dollars (\$10.00) per prescription.
- ii) Eye glass coverage and eye exams allowed up to a total combined maximum of \$425.00 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 \$550.00 every five (5) years.

- iv) Paramedical coverage for massage therapy \$400.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); physiotherapy \$400.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); chiropractor \$400.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit).
- v) There shall be mandatory generic drugs unless the physician writes "no substitution" on the prescription and it meets the terms for such substitution as described in the plan.

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 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 dependent children of full-time employees enrolled in full-time studies at a post secondary institution until age 25.

Comprehensive Extended Health Plan

- i) The dispensing fee charged by the pharmacy will be reimbursed to a maximum of ten dollars (\$10.00) per prescription.
- ii) Eye glass coverage and eye exams allowed up to a total combined maximum of \$425.00 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 \$550.00 every five (5) years.
- iv) Paramedical coverage for massage therapy \$400.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); physiotherapy \$400.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); chiropractor \$400.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit).
- v) There shall be mandatory generic drugs unless the physician writes "no substitution" on the prescription and it meets the terms for such substitution as described in the plan.

21.02

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

Comprehensive Extended Health Plan

- i) The dispensing fee charged by the pharmacy will be reimbursed to a maximum of ten dollars (\$10.00) per prescription.

- ii) Eye glass coverage and eye exams allowed up to a total combined maximum of \$425.00 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 \$550.00 every five (5) years.
- iv) Paramedical coverage for massage therapy \$400.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); physiotherapy \$400.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit); chiropractor \$400.00 per calendar year (payable at 100% reimbursement of the Insurer's reasonable and customary limit).
- v) There shall be mandatory generic drugs unless the physician writes "no substitution" on the prescription and it meets the terms for such substitution as described in the plan.

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.

21.03 Benefit entitlement for active employees at age 65 outlined in Article 21.01 and 21.02 shall be adjusted as follows:

- Elimination of Long Term Disability (effective 6 months prior to the nurses 65th birthday);
- Elimination of Weekly Indemnity;
- 50% reduction for Life Insurance and Accidental Death and Dismemberment.

21.04 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, 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. Notwithstanding the foregoing, the Employer will continue to pay its share of the premiums for nurses who are actively employed as follows; paid leave, paid sick leave, WSIB directly related to the Employer (maximum 24 months), Weekly Indemnity, Long Term Disability (maximum 24 months).

21.05 Part-time nurses who do not wish to participate in the Ontario Health Insurance Plan, Dental, and the Comprehensive Extended Health Plan must submit written evidence of suitable coverage to the Director, Corporate Services.

21.06 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:

- 66.66% of the gross earnings to a maximum of \$3000/month;
- 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.

21.07 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.

21.08 Retiree Benefits

The Employer agrees to contribute one hundred percent (100%) of the employee premium costs for the same coverage as it provides for active employees who have attained fifteen (15) years of continuous service with the Board of Health for the Sudbury and District Health Unit operating as Public Health Sudbury & Districts, 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 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).
- There shall be mandatory generic drugs unless the physician writes "no substitution" on the prescription and it meets the terms for such substitution as described in the plan.

21.09 Nurses who temporarily transfer from part-time to full-time, or full-time to part-time, do not change their status under the collective agreement and therefore maintain the benefits of their permanent position. These nurses do not assume the benefits of the temporary position, as their status remains unchanged.

For further clarity:

A nurse temporarily transferring from full-time to part-time shall be considered full-time for the purposes of compensation and benefits. They shall maintain their current benefits arrangement and shall not be entitled to in-lieu of benefits.

A nurse who temporarily transfers from part-time to full-time shall be considered part-time for the purposes of compensation and benefits. They shall maintain their in-lieu of benefits payments and shall not be entitled to the benefits provided to full-time.

ARTICLE 22 - WAGES

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

22.02 (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.

22.03 The Employer will use recent related experience as a guide in slotting newly hired employees on the salary scale. The newly hired nurse will be informed in her letter of hire about recent related experience. A complete claim for recent related nursing experience, if any, shall be made in writing by the new employee to the appropriate Director or designate within 60 calendar days of the first day of work.

If the nurse does not provide sufficient information to verify her recent related experience within the 60 day calendar period from her first day of work then she will be deemed to forfeit her right to recent related experience credit. The parties acknowledge that delays may occur which are beyond the control of the individuals and therefore the parties agree that a nurse will notify the Employer prior to the 60 days deadline and the Employer agrees to work with the nurse to provide an agreed upon extension.

(a) Unless mutually agreed otherwise between the Employer and the Association, 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 incremental level on the Public Health Nurse Salary Scale.

(b) Unless mutually agreed otherwise between the Employer and the Association, 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) Unless mutually agreed otherwise between the Employer and the Association, 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 incremental 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.

22.04 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.

22.05 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 \$1.45 per hour for such duties for the entire duration of the assignment. The Employer will allow an employee to refuse the assignment due to extenuating circumstances.

22.06 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 23 - MODIFIED WORK/RETURN TO WORK PROGRAMS

- 23.01
- (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 24 - MISCELLANEOUS

- 24.01 The Employer will provide adequate liability insurance.

ARTICLE 25 - BULLETIN BOARDS

- 25.01 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 26 - VALIDITY OF AGREEMENT

- 26.01 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 27 - TRANSPORTATION

- 27.01 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.

27.02 Transportation Allowance

- (a) The parties agree that nurses will be paid fifty cents (\$0.50) per kilometre.
- Effective first of the month following ratification, increase to fifty-one cents (\$0.51) per kilometre.
 - Effective April 1, 2018, increase to fifty-two cents (\$0.52) per kilometre.
- (b) Costs for parking are to be averaged equally over the 26 pay periods annually.

ARTICLE 28 - CESSATION OF EMPLOYMENT

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

ARTICLE 29 - AGREEMENT

- 29.01 This Agreement shall be in effect until March 31, 2021, 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 21 day of January, 2020.

FOR THE EMPLOYER

"signed"

"Troy Haslehurst"

"Shannon Dowdall-Smith"

"Stacey Gilbeau"

FOR THE UNION

"Diana Kutchaw"
Labour Relations Officer

"Renee Lefebvre"

"Carrie Patry Budgell"

"Jasmin Lolas"

"Lisanne Dabous"

APPENDIX "A" – WAGE SCHEDULEPublic Health Nurse

	<u>Effective April 1, 2019</u>	<u>Effective April 1, 2020</u>
Level 1	\$35.25	\$35.71
Level 2	\$36.87	\$37.35
Level 3	\$38.58	\$39.08
Level 4	\$40.38	\$40.90
Level 5	\$42.28	\$42.83
Level 6	\$44.25	\$44.82
Level 7	\$46.39	\$46.99

Nurse Practitioner

	<u>Effective April 1, 2019</u>	<u>Effective April 1, 2020</u>
Level 1		
Level 2		
Level 3		
Level 4	\$50.77	\$51.43
Level 5	\$53.13	\$53.82
Level 6	\$55.56	\$56.28
Level 7	\$58.26	\$59.02

Registered Nurse

	<u>Effective April 1, 2019</u>	<u>Effective April 1, 2020</u>
Level 1	\$32.17	\$32.58
Level 2	\$33.65	\$34.08
Level 3	\$35.15	\$35.61
Level 4	\$36.79	\$37.27
Level 5	\$38.51	\$39.01
Level 6	\$39.00	\$39.50
Level 7	\$42.30	\$42.84

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

APPENDIX "B"

Employee Name	Length of Service as at December 31, 2006
Full-Time Nurses Entitled to 20% Payout	
LEFEBVRE, RENEE	5 Years 11 Months
THERIAULT, CHANTALLE	7 Years 6 Months
LAZINSKI, TERESA	11 Years 6 Months
Part-time Entitled to 20% Payout	
REILLY-HUNTER, TANYA	15 Years 0 Months
JONES, HOLLY	6 Years 6 Months
LANGILLE, SUSAN	5 Years 9 Months

LETTER OF UNDERSTANDING

Between:

**THE BOARD OF HEALTH FOR THE SUDBURY AND DISTRICT HEALTH UNIT,
OPERATING AS PUBLIC HEALTH SUDBURY & DISTRICTS**

(hereinafter called the "Employer")

And:

ONTARIO NURSES' ASSOCIATION

(hereinafter called the "Association")

Re: Clinic Support Officer

Stephanie Hastie is considered a PHN with an additional \$1.45 per hour. The employees will be paid the additional \$1.45 per hour while she is assigned by the Employer the added Clinic Support Officer duties.

Dated at Sudbury, Ontario, this 21 day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

"signed"

"Diana Kutchaw"
Labour Relations Officer

"Troy Haslehurst"

"Renee Lefebvre"

"Shannon Dowdall-Smith"

"Carrie Patry Budgell"

"Stacey Gilbeau"

"Jasmin Lolas"

"Lisanne Dabous"

LETTER OF UNDERSTANDING

Between:

**THE BOARD OF HEALTH FOR THE SUDBURY AND DISTRICT HEALTH UNIT,
OPERATING AS PUBLIC HEALTH SUDBURY & DISTRICTS**
(hereinafter called the "Employer")

And:

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

Re: Pay Equity

Any and all adjustments which are paid in accordance with the Memorandum of Settlement date January 3, 2003 resolve all Pay equity maintenance issues up to and including March 31, 2003. It is understood and agreed that the parties will take into consideration the issues of pay equity when tabling proposals through the normal course of collective bargaining and that the current collective agreement achieves pay equity as of the date of ratification.

Dated at Sudbury, Ontario, this 21 day of January, 2020.

FOR THE EMPLOYER

FOR THE UNION

"signed"

"Diana Kutchaw"
Labour Relations Officer

"Troy Haslehurst"

"Renee Lefebvre"

"Shannon Dowdall-Smith"

"Carrie Patry Budgell"

"Stacey Gilbeau"

"Jasmin Lolos"

"Lisanne Dabous"

LETTER OF UNDERSTANDING

Between:

**THE BOARD OF HEALTH FOR THE SUDBURY AND DISTRICT HEALTH UNIT,
OPERATING AS PUBLIC HEALTH SUDBURY & DISTRICTS**
(hereinafter called the "Employer")

And:

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

Re: Registered Practical Nurse Classification

Whereas the Parties have discussed the introduction of a new Bargaining Unit Classification of Registered Practical Nurse.

And whereas the Parties agree that there are currently no Registered Practical Nurses employed by the Employer in its Health Unit.

Now therefore the parties agree as follows:

1. That the Registered Practical Nurse (RPN) classification as nurses are included in the scope of the Ontario Nurses' Association bargaining unit in accordance with Article 2 of the collective agreement.
2. A new article 3.06 will be created and will read as follows:
"A Registered Practical Nurse shall mean a nurse who has a registered practical nurse credential and is qualified and registered with the College of Nurses of Ontario and is employed as such".
3. The classification of Registered Practical Nurses will be listed in the wage schedule as follows:

Registered Practical Nurse

	1.5% Effective <u>April 1, 2019</u>	1.3% Effective <u>April 1, 2020</u>
Level 4	\$27.45	\$27.80
Level 5	\$28.74	\$29.12
Level 6	\$30.09	\$30.46
Level 7	\$31.54	\$31.95

4. The provisions of the collective agreement shall apply to Registered Practical Nurses.

5. The Employer agrees to inform the Association when it intends to hire for an RPN position. Notwithstanding the foregoing, the Employer agrees to meet with the Association prior to any expansion of the RPN into any program to discuss the implementation and any concerns.

Dated at Sudbury, Ontario, this 21 day of January, 2020.

FOR THE EMPLOYER

"signed"

"Troy Haslehurst"

"Shannon Dowdall-Smith"

"Stacey Gilbeau"

FOR THE UNION

"Diana Kutchaw"
Labour Relations Officer

"Renee Lefebvre"

"Carrie Patry Budgell"

"Jasmin Lolas"

"Lisanne Dabous"