

COLLECTIVE AGREEMENT

Between:

THE PORCUPINE HEALTH UNIT  
(hereinafter called "the Employer")

And:

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

DURATION: January 1, 2019 to December 31, 2020

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## **ARTICLE 1 - PURPOSE**

- 1.1 The general purpose of this agreement is to establish mutually satisfactory relations between the Employer and the Union in order to allow the carrying out of the primary goal of the Employer which is the provision of public health services to the people within the jurisdiction of the Board of Health of the Porcupine Health Unit. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work, and other conditions of employment are established by mutual agreement. It is recognized that the Nurses wish to work cooperatively with the Employer to provide the best possible community health services.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all Registered and Graduate Nurses, Nurse Practitioners and Registered Practical Nurses, save and except Supervisors and persons above the rank of Supervisor.
- 2.2 All references to the officers, representatives, and committee members of the Union in this Collective Agreement shall be deemed to mean officers, representatives, and committee members of the Union's duly chartered Local. All correspondence from the Employer shall be sent to the Bargaining Unit President.
- 2.3 All officers, representatives, and committee members referred to in Clause 2.2 shall be employees of the Porcupine Health Unit. The Local may utilize the services of a representative of the Ontario Nurses' Association during the grievance and bargaining procedures provided herein.
- 2.4 Nurses whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting or emergencies and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any Nurse.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The Union recognizes that the Employer retains the historical rights of management to include but not to be specifically limited to the following:
- (a) To direct the working force which includes the right to direct, plan and control working operations and to schedule working hours.
  - (b) To hire, classify, assign, transfer, promote, lay-off and recall employees.
  - (c) To demote, suspend, discharge, or otherwise discipline employees for just cause.
  - (d) To introduce new and improved facilities, equipment and methods to improve the efficiency of the operations of the Employer.

- (e) The rights set out above shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

#### **ARTICLE 4 - DEFINITIONS**

- 4.1 A full-time Nurse is a Nurse who normally works thirty-five (35) hours per week or seven (7) hours per day, Monday through Friday.
- 4.2 A part-time nurse is a nurse who normally works less than five (5) days a week or less than the normal daily hours. Said nurse shall be entitled to all benefits outlined in this contract on a pro rata basis, except for those benefits covered by Article 17.3.
- 4.3 (a) A Registered Nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act.
- (b) A Registered Practical Nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act.
- (c) A Nurse Practitioner is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act.
- 4.4 A temporary nurse is a nurse who is employed for a fixed term.

#### **ARTICLE 5 - RELATIONSHIPS**

- 5.1 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction, or coercion exercised or practiced by any of their representatives with respect to any Nurse because of her or his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 5.2 It is agreed that there will be no discrimination by either party covered by this Agreement on the basis of race, creed, colour, nationality, ancestry, place or origin, sex, marital status, age, disability, sexual orientation, and political or religious affiliation or any other factor which is not pertinent to the employment relationship. The Unit is prepared to abide by provincial and federal legislation pertaining to discrimination.
- 5.3 The Employer agrees to take all reasonable measures to provide a working environment free from sexual harassment.
- 5.4 The Employer and the Union agree to abide by the *Ontario Human Rights Code*.
- 5.5 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Association agrees that, during the term of this agreement, there will be no strike slowdown or stoppage of or

interference with work and the Employer agrees that there will be no lock-out of employees.

## **ARTICLE 6 - UNION SECURITY**

- 6.1 The Employer will deduct from the pay due to each Nurse who is covered by this agreement, once each month, a specified sum equal to the monthly Union dues of each Nurse. Where a nurse has no earnings during the pay period in which dues are normally deducted but has earnings in the other payroll period in that month, the deduction shall be made in the next payroll period where the nurse has earnings. The Union shall notify the Employer in writing of the amount of such dues, and should there be any change in the dues structure, the Union shall notify the Employer one (1) month in advance of such change. The Employer shall send to the Union once each month its cheque for said deductions along with a list of names and social insurance numbers and addresses of Nurses from whose pay said deductions were made. The Employer will provide such information currently provided in an electronic format.
- 6.2 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 6.3 The Employer shall provide the Union with the names of Nurses within one (1) month of the date of their employment.
- 6.4 A copy of this Collective Agreement will be issued by the Employer to each Nurse now employed and as employed.
- 6.5 The Employer shall provide each Nurse with a statement of income and deductions for income tax purposes (T-4) which shall include therein the deduction for Union dues.
- 6.6 The Employer agrees that an officer of the Union or a Union Steward shall be allowed a reasonable period, not to exceed fifteen minutes during their regular working day to interview newly employed nurses during their probationary period. During such interview, membership forms may be provided to the nurse.
- 6.7 There shall be no strikes and no lockouts during the term of this Collective Agreement.
- 6.8 The terms "strike" and "lockout" shall bear the meanings given to them in the Ontario Labour Relations Act.

## **ARTICLE 7 - UNION REPRESENTATION**

- 7.1 Labour-Management Committee
- (a) The Employer will recognize a Labour-Management Committee of three (3) Union representatives and three (3) Employer representatives. The Committee will meet as agreed to by the parties, or as necessary at the request of either party.

- (b) The functions of the Labour-Management Committee shall be the examination of matters related to working conditions connected with Public Health Nursing. The Labour-Management Committee may also discuss matters of mutual concern.
- (c) The Employer agrees that there will be no loss of regular earnings for representatives of the Union attending at such meetings.

## 7.2 Negotiating Committee

- (a) The Employer shall recognize a Negotiating Committee composed of no more than three (3) employees of the Porcupine Health Unit whose duty shall be to negotiate a renewal of the Collective Agreement with the Employer. The assistance of the representatives of the Ontario Nurses' Association shall be permitted in accordance with Article 2.3.
- (b) The employee engaged in negotiations with the Employer shall not suffer any loss of regular pay for time so spent.
- (c) The Union shall notify the Employer of the names of the members of the committee at least two weeks prior to negotiations.

## 7.3 Occupational Health and 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 agrees to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*.
  - When faced with occupational health and safety decisions, the Health Unit will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects nurses.
  - The employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].
- (b) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee.
- (c) In the event there are reasonable indications of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the Health Unit, provide information of such employment to the Health Unit. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

(d) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Health Unit agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) nurse representing the ONA bargaining unit.
- ii) 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.
- iii) The Health Unit agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions.
- iv) Any representative appointed or selected in accordance with (d) (i) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.
- v) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- vi) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- vii) Where the Health Unit identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- viii) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Union.

7.4 Representatives will be allowed to leave their work without loss of salary or benefits for the purpose of meeting with the Employer on the following conditions:

- (a) Essential business between the Union and the Employer is required. This business will include, grievance meetings, Labour Management Meetings, Negotiations, any other meeting of a committee composed of Management and Union representatives and any other meeting called by the Employer.
- (b) The representative concerned shall obtain permission from the person to whom she or he reports before leaving her or his work. A request for time to attend a meeting will be made with as much advance notice as

possible and permission shall not be unreasonably withheld. The Manager in approving such leave may consider operational requirements.

## **ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION**

8.1 The Employer acknowledges the right of the Union to appoint a Grievance Committee of up to three (3) members, who shall be members of the Union, along with a representative of the Ontario Nurses' Association, if required, to present a grievance. The Employer shall be notified of the names of the members or substitute members of this committee when the grievance is presented and said committee shall remain unchanged until the grievance is settled. In event of multiple grievances of the same issue or content, the Grievance Committee first named shall present all said similar grievances at that time.

8.2 It is the mutual desire of the parties hereto that complaints of the nurse(s) be adjusted as equitably as possible and it is understood that the Union has no grievance concerning an individual nurse until the Manager or her or his designate has been given an opportunity to adjust the complaint.

8.3 Any complaint within the terms of this Agreement shall be discussed with the Manager within fifteen (15) working days of alleged grievance and failing settlement within ten (10) calendar days, it shall then be taken up as a grievance within ten (10) calendar days of the decision of the Manager in the following manner and sequence:

### Step No. 1

The Union may present the grievance in writing to the CAO or her or his designate who shall render a decision within five (5) working days following the day on which the grievance was submitted. Failing settlement, then:

### Step No. 2

Within ten (10) working days after the decision is given at Step No. 1, the Union may present the grievance to the Medical Officer of Health, or her or his designate. The aggrieved nurse, and/or the Grievance Committee shall meet with The Medical Officer of Health to consider the grievance. At this stage the nurse and/or the Grievance Committee may be accompanied by a representative of the Union. The decision of the Medical Officer of Health will be rendered in writing within fifteen (15) working days following such meeting. If the grievance is not settled at Step #2, the Union may refer the grievance to arbitration.

8.4 Any and all of the time allowances provided for in Clause 8.3 may be extended by mutual agreement between the parties, upon presentation of evidence that such an extension is necessary and does not prejudice either side.

### 8.5 Arbitration

It is agreed by the parties hereto that any differences of opinion relating to the interpretation, application, or administration of this agreement which cannot be settled after exhausting the Grievance Procedure, shall be settled by arbitration.



8.6 Either party desiring to submit its allegation to arbitration shall notify the other party, in writing of its intention and such notice shall contain the name of its appointee to the Arbitration Board and be made no later than thirty (30) working days after receiving the decision of the Medical Officer of Health. The recipient of the notice shall within ten (10) working days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them appoint a third person who shall be Chairman. Should the two appointees fail to agree upon a Chairman within the time allotted the appointment shall be made by the Minister of Labour of Ontario upon the request of either party. The Arbitration Board shall hear and determine the dispute 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 shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairman shall govern.

8.7 The Arbitration Board shall not have any authority to alter or change any of the provisions of this agreement or to substitute any new provision in lieu thereof, or give any decision contrary to the express intent or terms and conditions of this agreement, or in any way modify or add to or detract from any provisions of this agreement. Both parties will pay the fees and disbursements of its appointee to the Arbitration Board and shall share equally the fees and disbursements of the Chairman.

8.8 Group Grievance

Where a number of nurses have identical concerns and the union would be entitled to grieve each separately, a group grievance in writing may be presented to the Business Administrator or her or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably have come to the attention of the nurses. The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance. The grievance will contain a list of the names of the nurses who are part of the group grievance.

8.9 Management and Union Grievances

- (a) It is understood that the Board or the Medical Officer of Health may submit to the Union any complaint that a contractual obligation undertaken by the Union has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to the Bargaining Unit President or other officer of the Union, whereupon it shall be discussed at Step #2 of the Grievance Procedure. Failing a satisfactory settlement within ten (10) days after filing such grievance, the Employer may refer it to arbitration in accordance with the provisions of Article 8.
- (b) The Union may file a grievance as defined in this agreement which involves all or a substantial portion of the Nurses covered by this agreement. Such grievance shall be submitted at Step #2 of the Grievance Procedure.

## **ARTICLE 9 - DISCHARGE, DISCIPLINE, AND SUSPENSION**

- 9.1 (a) If any Nurse is discharged, suspended, or otherwise disciplined, without just cause, the matter may be taken up as a grievance at Step #2 of the Grievance Procedure.
- (b) At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his Union Steward. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance.
- 9.2 The discharge of a probationary Nurse will not be the subject of a grievance unless such discharge is believed to be in violation of the Human Rights Code.

## **ARTICLE 10 - ACCESS TO FILES**

- 10.1 (a) A copy of the completed evaluation which is to be placed in a Nurse's file shall be first reviewed with the Nurse. The Nurse shall sign such evaluation as having been read and shall have the opportunity to add her or his views to such an evaluation prior to it being placed in her or 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 or his request.
- (b) Any letter of reprimand, suspension or other discipline will be removed from the record of a Nurse fifteen (15) months following the receipt of such letter, suspension or other discipline provided that the Nurse's record has been discipline free for such fifteen (15) month period.
- 10.2 A nurse, upon written request to the Chief Administrative Officer may in the presence of his/her Manager review the contents of his/her Personnel File at a mutually agreeable time. Such file shall include, but not be limited to:
1. Application Form
  2. Disciplinary Record
  3. Performance Evaluation.

## **ARTICLE 11 - SENIORITY**

- 11.1 (a) All new Nurses shall serve a maximum probationary period of six (6) months. On satisfactory conclusion of the probationary period, the Nurse's name shall be placed on the seniority list and such seniority shall commence and accumulate from the most current date on which the Nurse was first employed by the Employer.
- (b) All Nurses promoted shall serve a maximum trial period of six (6) months in the new position, and on satisfactory conclusion of said period, shall be granted seniority to the new position from the date on which the Nurse

was first promoted. The salary of the new position shall be applicable from the date of the appointment.

- (c) A Nurse who has been promoted may return voluntarily to her or his former job classification without loss of seniority provided the decision for reverting is made within the trial period, or in the case of transfer, within three (3) months of the transfer date.
- (d) A Nurse who is unable to perform satisfactorily during the trial period in the higher classification shall be returned to her or his former job classification without loss of seniority.
- (e) A Nurse who transfers from full-time to part-time status, or vice versa, shall not be required to serve another probationary period where such Nurse has completed a probationary period since her or his date of last hire. If no such probationary period has been completed, the number of tours or hours worked immediately prior to the transfer shall be credited towards the probationary period.

11.2 Seniority shall be retained but not accumulated when a Nurse is absent from work under the following conditions:

- (a) an unpaid approved leave of absence for personal reasons for thirty (30) consecutive days or more
- (b) on layoff for up to twenty-four (24) calendar months.

Nothing in this clause will prejudice the employer's right to terminate an employee for absenteeism.

11.3 Seniority shall be retained and accumulated when a Nurse is absent from work on the following conditions:

- (a) when on approved leave of absence without pay for a period of less than thirty (30) consecutive days
- (b) when on approved leave of absence with pay
- (c) when in receipt of sick leave
- (d) when absent due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance
- (e) when absent due to illness or injury in excess of thirty (30) consecutive calendar days
- (f) for part-time nurses, the rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A week in which the employee is absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days will not be counted as one of the twenty-six (26) qualifying weeks

- (g) when on pregnancy or parental leave, for a minimum of thirty-five (35) weeks or the maximum time allowed under the *Employment Standards Act of Ontario*.

Nothing in this clause will prejudice the employer's right to terminate an employee for absenteeism.

- 11.4 A seniority list of all nursing staff covered by this agreement shall be posted on the PHU Intranet in January and July of each year and a copy sent to the Union. Any error shall be discussed with the Manager within thirty (30) days.

## **ARTICLE 12 - JOB POSTING**

- 12.1 (a) Where a permanent vacancy occurs in a classification within the Bargaining Unit or a new position within the Bargaining Unit is established by the Health Unit, such vacancy shall be posted for a period of seven (7) consecutive calendar days. The posting will include the following information: Full-time or Part-time status, Job Title, Office Location, Hours of Work for Part-time positions and the current work assignment. Nurses in the Bargaining Unit may make written application for such vacancy within the period of time referred to in this clause. The subsequent vacancy created by the filling of the original posted vacancy will be posted for seven (7) consecutive calendar days. The Employer shall not be required to post more than twice to fill one vacancy. After the second vacancy, any subsequent vacancy can be filled at the Employer's discretion.
- (b) Vacancies which are not expected to exceed six (6) months and vacancies caused due to illness, accident, leaves of absence (includes pregnancy/parental) may be filled at the discretion of the Health Unit. In filling such vacancies consideration shall be given to part-time Nurses in the Bargaining Unit on the basis of seniority who are qualified to perform the work in question prior to utilizing Non-Bargaining Unit Nurses. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time Nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time Nurses fill temporary full-time vacancies, such Nurses shall continue to be considered part-time and shall be covered by the terms of the Collective Agreement referable to part-time Nurses. Upon completion of the temporary vacancy, the Health Unit will return the replacing Nurse to her or his former status.
- (c) The Health Unit shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the Nurse selected to fill the vacancy to be assigned to the job.
- (d) When a position which has been posted as a temporary position is to continue beyond the original posting period, prior to being re posted, the reasons for the extension will be communicated to the Union. If any temporary posting, other than a posting to cover a specific leave of absence is expected to exceed one twelve (12) month posting period, it

will be posted as a permanent position unless otherwise agreed by the Union.

- (e) In order to be eligible to participate in a job posting for a lateral transfer, the nurse must be capable of commencing active employment in the position within six (6) weeks of being informed that she is the successful candidate, unless on a Leave of Absence as per Article 14.6 and Article 14.7.

- 12.2 A Nurse selected as a result of a posted vacancy or a nurse who is a new permanent, need not be considered for a further permanent vacancy for a period of up to twenty months (20) from the date of her or his selection.
- 12.3 The Employer shall forward a copy of all job postings to the President of the Local Union.
- 12.4 In filling a permanent vacancy in accordance with Article 12.1 (a), consideration shall be based on qualifications, performance, and seniority. Where qualifications and performance are equal, seniority shall be the deciding factor.
- 12.5 There shall be written confirmation of all appointments within the bargaining unit, outlining all the terms of employment.
- 12.6 All job vacancies will be posted internally and on the Employer's web site, as an internal posting.

### **ARTICLE 13 - LAYOFF AND RECALL**

#### **13.1 Layoff – Definition and Notice**

- (a) A "Layoff" shall include a reduction in a nurse's hours of work.  
  
A partial or single day reassignment of a nurse from her or his area of assignment will not be considered a layoff.
- (b) In the event of layoff, nurses shall be laid off in the reverse order of seniority. Subject to the foregoing, probationary nurses shall be first laid off.
- (c) Notice  
  
In the event of a proposed layoff at the Health Unit of a permanent nature or the elimination of a position within the bargaining unit, the Employer shall:
  - i) Provide the Union with no less than two (2) months written notice of the proposed layoff if reasonably possible; and
  - ii) Provide to the affected employee(s), if any, no less than thirty (30) days written notice of layoff, or pay in lieu thereof.

NOTE: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

The Employer shall meet with the local Union to review the following:

- i) The reasons causing the layoff;
- ii) The service which the Employer will undertake after the layoff;
- iii) The method of implementation including the areas of cut-back and the nurses to be laid off.

### 13.2 Layoff – Process and Option

Nurses shall have the following entitlements in the event of a layoff;

- i) A nurse who has been notified of an impending layoff may:
  - (a) Accept the layoff; or
  - (b) Elect to transfer to a vacant position provided that she or he is qualified to perform that available work; or
  - (c) Displace the least senior nurse(s) in her and his current office or if there is no less senior nurse(s) remaining in that office, then the least senior nurse in any office. If any nurse on layoff must displace more than one nurse to obtain her or his pre-layoff hours, the intent is that she or he must displace all of the hours of at least one of the positions being displaced. There will be no requirements to displace into a position which there is no regular hours of work.

13.3 With regard to 13.2 i)(c), when a nurse chooses to displace a more junior nurse, the following shall apply:

- (a) A nurse may displace one or more nurses in one or more offices in order to maintain her or his hours at those she or he was normally scheduled for prior to the layoff. A full-time nurse who must displace part-time nurse(s) in order to obtain full-time hours shall retain her or his full-time status. This is subject to the nurse's availability to do the available work.
- (b) If a full-time nurse cannot bump into a position that provides her or him with full-time hours, she or he will be allowed to displace the least senior nurse(s) to obtain as many hours as possible, not to exceed full-time hours. She or he will retain recall rights as a full-time employee and will be eligible for any shifts resulting from a temporary or occasional vacancy based on seniority.

- (c) If a part-time nurse cannot bump into a position that provides her or him with the same number of hours that she or he was entitled to prior to layoff, she or he will be allowed to displace a less senior nurse or nurses in an office or offices to obtain as many hours as possible, up to but not exceeding the number of hours she or he was previously entitled. She or he will retain recall rights as a part-time employee and will be eligible for any shifts resulting from a temporary or occasional vacancy based on seniority.
- (d) If a full-time nurse is displaced for only part of her or his full-time hours and there is no less senior nurse whom she or he can displace to obtain full-time hours, she or he shall be entitled to continue working the balance of hours and will be considered a part-time employee. She or he will retain full-time recall rights and will be eligible for any shifts resulting from a temporary or occasional vacancy.
- (e) The Employer shall not be responsible for any moving or personal costs in connection with any changes in office location related to displacement.

## 13.4

In all cases of layoff:

- (a) Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. While an individual nurse is entitled to Union representation, the unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
- (b) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.
- (c) In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

## 13.5

Occasional and/or temporary vacancies shall first be offered by seniority to nurses on layoff.

- (a) An "occasional vacancy" shall mean an assignment which is anticipated not to exceed five shifts (35 hours) and a "temporary vacancy" shall mean an assignment which is anticipated to exceed five shifts (35 hours).
- (b) A nurse to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her or his position on the recall list. Acceptance of a temporary or occasional vacancy shall not constitute a recall from layoff unless the temporary vacancy is anticipated to exceed sixty (60) calendar days.

## 13.6

In the event of a layoff, as defined by Employment Standards Legislation, which is anticipated to be long-term or permanent in nature, when a nurse accepts a layoff, she or he shall be entitled to receive severance pay in accordance with that Legislation. Receipt of severance pay does not jeopardize the recall rights of a nurse who accepts a layoff.

- 13.7 When a Nurse is to be recalled, she or he shall be sent a notice by registered mail to her or his last known address advising the date on which the Nurse is to return to work. The Nurse shall be required to notify the Employer of her or his intentions within fifteen (15) calendar days of receipt of said notice.
- 13.8 All full-time and part-time nurses who are on layoff for a period of twenty-four (24) calendar months or less will be given a job opportunity before any new nurse is hired into the bargaining unit provided that the nurse on layoff is willing and qualified to perform the available work.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

##### 14.1 Bereavement Leave

- (a) In the event of a death of the Nurse's spouse, child/step child, mother/step mother, father/step father, sister/step sister or brother/step brother the Employer will grant the nurse five (5) days paid leave of absence. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act* and will include a partner of the same sex.
- (b) The Employer will grant the Nurse three (3) days paid leave of absence in the event of a death to a member of the Nurse's immediate family other than spouse, child, mother, father, sister or brother. Immediate family shall mean mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandparents of spouse and grandchildren. Should extensive travel be involved in order for the employee to attend the funeral, an additional day's leave may be granted.

##### 14.2 Education Leave

- (a) A leave of absence without pay and without loss of seniority 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 or his former position. During her or his absence, the Employer may fill her or his position on a temporary basis.
- (b) Where an employee wishes to obtain an educational leave of absence for a self-paid course requiring Employer sponsorship, and where the Employer is able to grant said leave without unduly affecting its operation, the Employer may grant such request. If there is a conflict between two or more employees with regards to an available sponsorship, seniority shall be the deciding factor provided the two concerned have equal qualifications.
- (c) A permanent employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations in a BSCN program or in any course required by the employer. Travel time to write exams out of the municipality in which the nurse works will not be included.



14.3 Personal Leave

Requests for leave of absence for personal reasons will be considered on an individual basis by the Manager. Such requests and subsequent replies shall be in writing and made as soon as possible. Such leave will not be unreasonably denied. In granting such leave, the Employer may consider operational needs.

14.4 Workshops & Conferences

Leaves of absence with pay to attend conferences and workshops as a Health Unit Representative may be granted, all at the discretion of the Employer.

14.5 Union Leave

(a) Union Business

Leaves of absence without pay to attend Union Business including conferences and conventions may be granted for up to two (2) members for a maximum number of days for each such leave of absence as mutually agreed upon by the members and the Manager.

During such leaves of absence, the Nurse's salary and applicable benefits shall be maintained by the Health Unit and the Local Union agrees to reimburse the Health Unit in the amount of the daily rate plus a maximum of 19% for benefits.

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

(b) i) President ONA:

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

ii) Board of Directors, ONA

Any member of the Union who is elected to a provincial term of office of the Union shall, upon request, be granted leaves of absence for a period of up to one (1) year which may be extended by an additional period as agreed upon between the Employer

and the employee. The Employer agrees to keep the Nurse's benefits whole for any leaves taken which do not exceed a three (3) month period, and shall be reimbursed for such expenditures by the Union.

iii) Leave - Provincial Committee

A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she or he may require to fulfil the duties of her or his position. Reasonable notice, a minimum of two weeks, 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 Union leave provided in 14.5 (a) and shall not exceed ten (10) days per calendar year. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

iv) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

The employer shall grant leaves of absence, without pay, to employees who are elected to the position of Local Co-ordinator for the Ontario Nurses' Association. Subject to reasonable notice, it is agreed that a Local Co-ordinator shall be granted such leave(s) up to twenty (20) days per calendar year as she or he may require to fulfill the duties of this position. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

14.6 Pregnancy Leave

- (a) Pregnancy Leave will be granted in accordance with the provisions of the *Employment Standards Act of Ontario*, except where amended in this provision. A Nurse who is eligible for a pregnancy leave may extend the leave for a period of up to sixty-one (61) weeks duration inclusive of any parental leave. The Nurse shall furnish a physician's certificate indicating pregnancy and the time the leave shall commence in accordance with the provisions of the *Employment Standards Act*. The remaining provisions of *The Employment Standards Act*, in respect to pregnancy leave, shall apply. Extensions shall be considered on an individual basis by the Manager as per Article 14.13.
- (b) Pregnancy Leave detailed in 14.6 may be initiated earlier by the Nurse on presentation of a signed statement from a physician or by the Employer if the Nurse's condition interferes with performance of daily work.
- (c) A Nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the

difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall apply pursuant to the *Employment Insurance Act* wait period and receipt by the Employer of the Nurse's proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue for a maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

#### 14.7 Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act of Ontario*, except where amended in this provision.
- (b) A nurse who is eligible for a parental leave may extend the leave for a period of up to sixty-three (63) weeks duration, or sixty-one (61) weeks inclusive of any pregnancy leave.
- (c) An employee who is on parental leave as provided under this Agreement who is not eligible for and who has not received pregnancy leave benefits pursuant to the *Employment Insurance Act* and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall be pursuant to the *Employment Insurance Act* wait period and that the Employer has received proof that the employee is in receipt of Employment Insurance parental benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. 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).

#### 14.8 Jury & Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties with the employer, the nurse shall not lose regular pay because of such attendance provided that the nurse:

- (a) notifies the Employer immediately on the nurse's notification that she or he will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;

- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

#### 14.9 Professional Leave

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

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

Professional leave without pay will be granted to registered practical nurses who are elected to the RPNAO to attend regularly scheduled meetings.

#### 14.10 Political Leave

The Employer recognizes the right of a Nurse to participate in public affairs. Any Nurse wishing to campaign for public office, upon written request to the Manager, shall be granted up to fifteen (15) days leave of absence without pay and without loss of seniority.

#### 14.11 Illness in the Immediate Family

When an illness in the immediate family occurs and a nurse must provide for the needs of the ill family member, the nurse may take an unpaid leave of absence. Such time must be taken in full day increments.

The nurse may also use a maximum of two (2) sick leave days per year. A day is equal to seven (7) hours.

If the nurse prefers, the nurse may utilize vacation time. If no vacation time is remaining in that particular year, then up to two (2) weeks vacation time may be borrowed from the next year.

For the purpose of Article 14.11 only, immediate family shall mean mother, father, spouse, son, daughter, mother-in-law, and father-in-law.

#### 14.12 Medical, Dental or Health Appointments

Every effort shall be made by employees to schedule medical, dental or other professional appointments outside of their scheduled work hours. Where it is not possible to do so, an employee may attend to such appointments during working hours, provided that permission is received from the employee's Manager. There shall be no loss of pay due to this absence because the absent time will be deducted from the Nurse's accumulated sick leave.

#### 14.13 Unpaid Leave

- (a) Any unpaid leave lasting thirty (30) days or longer will result in the suspension of the accrual of vacation, sick leave credits and holiday credits during such leave.

- (b) Benefit plan premiums will also be suspended for the duration of the leave unless paid for by the Nurse.
- (c) Any such leave will delay the annual increment under Article 17.6 (a) accordingly.
- (d) The above provisions will not apply with respect to pregnancy or parental leave.
- (e) Effective the 1<sup>st</sup> of the month following ratification, 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.

### **ARTICLE 15 - PAID HOLIDAYS**

- 15.1 The following shall be recognized as holidays to be paid for at the regular salaries:
- |                  |                 |
|------------------|-----------------|
| New Year's Day   | Civic Holiday   |
| January 2nd      | Labour Day      |
| Family Day       | Good Friday     |
| Thanksgiving Day | Remembrance Day |
| Easter Monday    | Christmas Day   |
| Victoria Day     | Boxing Day      |
| Canada Day       |                 |
- 15.2 If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day shall be recognized as the holiday.
- If a holiday falls on a Saturday or Sunday, the holiday shall be observed on the following Monday and/or Tuesday or the previous Friday as determined by the Employer, in order to provide staff with a long weekend.
- 15.3 Any other day proclaimed as a holiday by Federal, Provincial, or Municipal Governments shall be recognized as an additional paid holiday. Any day so proclaimed by the Federal, Provincial or Municipal Governments shall be taken as a holiday on a day mutually agreed upon between the employee and the Manager or department head. Where a Municipal Government declares a holiday, said holiday shall be applicable only to those employees who regularly work in the geographic confines of that municipality.
- 15.4 If the paid holiday falls on a non-working day or during vacation, this will be taken on a regular working day mutually agreeable to the Nurse and the Manager, or, if mutually agreed, may be added to the Nurse's vacation.
- 15.5 Part-time nurses shall be entitled to the foregoing holidays on a pro rata basis.

### **ARTICLE 16 - VACATIONS**

- 16.1 Full-time employees shall receive annual vacations with pay based on the following vacation credit entitlement:

- (a) Start to completion of ten (10) years of continuous service with the Employer - 1.67 days per month of service
- (b) From the completion of ten (10) years to the completion of twenty (20) years of continuous service with the Employer - 2.08 days per month of service
- (c) From the completion of twenty (20) years of continuous service with the Employer - 2.50 days per month of service.

16.2 Notwithstanding the above, the Employer agrees to continue its current practice of considering employee requests for vacation that may exceed the employee's accumulated vacation credit entitlement, where such requests do not impede normal operations. Such requests will not be unreasonably denied. In any event an employee's accumulated vacation credit entitlement shall not be negative as at December 31st in any year.

16.3 Part-time nurses shall receive the same entitlement to vacation time as full-time nurses and pay for vacation will be on a pro rata basis.

16.4 When a Nurse's employment is terminated for any reason, she or he shall be entitled to a terminal vacation allowance covering vacation earned but not taken.

16.5 Employees will be allowed to carry over up to one half of their annual vacation entitlement into the next calendar year in order to ensure that there is adequate earned time for requested vacation.

16.6 To facilitate vacation scheduling, all requests for vacation should be submitted two (2) times a year. For vacation period April 1<sup>st</sup> to September 30<sup>th</sup> requests must be submitted by February 1<sup>st</sup> to the immediate supervisor. Requests will be approved by seniority subject to the requirements of the organization no later than February 15<sup>th</sup>.

Where there are conflicting requests for vacation, seniority shall govern the granting of vacation. During Prime Time, which is from July 1<sup>st</sup> to August 31<sup>st</sup>, an employee may exercise their seniority for two (2) weeks of vacation, more if operational requirements permit. Single day vacation requests during prime time, will only be considered after February 15<sup>th</sup> and approved after prime time vacation lists are finalized.

For vacation period October 1<sup>st</sup> to March 31<sup>st</sup> requests must be submitted by September 1<sup>st</sup> to the immediate supervisor. Requests will be approved by seniority subject to the requirements of the organization no later than September 15<sup>th</sup>.

Requests received after these dates will be granted subject to the requirements of the organization and on a first come first served basis. All requests will be responded to within fifteen (15) days.

## **ARTICLE 17 - HOURS OF WORK/COMPENSATION**

- 17.1 One (1) fifteen (15) minute rest period shall be allowed for each three and one-half (3½) hour work period of the working day.
- 17.2 All nurses shall be compensated for their services in accordance with Schedule 1.
- 17.3 Temporary and part-time nurses will receive 10% in lieu of the following benefits: sick leave, group life, drug plan, LTD, vision care, and dental plan.
- 17.4 (a) The parties agree to modify hours of work from seven (7) hours per day up to ten (10) hours per day, Monday to Friday, or a maximum of 70 hours biweekly. There shall be no more than one (1) split, exclusive of meal breaks, in any one (1) working day. When a nurse is flexing these hours, such time off will be scheduled at a time mutually agreed between the nurse and the employer.
- (b) Any hours worked in excess of 10 hours per day or seventy (70) hours biweekly shall be paid for at overtime rates in accordance with Article 18.1 in the Collective Agreement. Notwithstanding the seventy (70) hour limit biweekly, a maximum of twenty-one (21) hours may be carried forward, to be scheduled as time off at a later date.
- 17.5 (a) A graduate nurse in the employ of the Employer upon presenting proof of Certificate of Registration by the College of Nurses' of Ontario shall be given the salary of the registered nurse as provided in this article retroactive to the date of successfully passing the certification examination or the date of last hire, whichever is later. Failure to provide proof to the Employer of successfully passing the certification examination within 30 days of receiving notification from the College of Nurses will result in the Nurse receiving the change in rate of salary only from the time that the Employer is notified of the change.
- (b) A non-registered practical nurse in the employ of the Employer upon presenting proof of current Certificate of Registration with the College of Nurses' of Ontario shall be given the salary of the registered practical nurse as provided in this article retroactive to the date of successfully passing the certification examination or the date of last hire, whichever is later. Failure to provide proof to the Employer of successfully passing the certification examination within 30 days of receiving notification from the College of Nurses will result in the Nurse receiving the change in rate of salary only from the time that the Employer is notified of the change.
- (c) A nurse in the employ of the Employer who holds a Temporary Class Certificate of Registration as a registered nurse and who obtains her or his General Class Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse informs the Employer of obtaining her or his General Class Certificate of Registration. The Employer will validate the nurse's status with the College of Nurses.

- 17.6 (a) All full-time members of the nursing staff are entitled to an annual increment, until maximum salary has been reached.
- (b) Part-time nurses shall receive similar salaries as those on a full-time basis, but on a pro rata basis, and such increments will be accrued when said nurses have worked 1820 hours, the equivalent of one (1) year's employment on a full-time basis. All paid sick leave, holidays and vacation hours and all straight time hours worked by part-time nursing staff shall be computed for establishing the equivalent of one (1) year's employment.
- 17.7 New employees will be credited with one (1) annual service increment for each year (1820 hours) of recent related nursing experience to the maximum of the grid.
- If a period of more than five (5) years has elapsed since the Nurse has been actively employed in nursing, the number of increments to be paid will be at the discretion of the employer.
- 17.8 When a new position is created, and falls within the scope of this agreement, or when the duties of a classification covered by this agreement are significantly changed, the Employer shall establish a salary range, and advise the Union of said range within thirty (30) working days of the introduction of said new position or revised classification. If the parties require, a meeting shall be arranged to discuss and negotiate said salaries within thirty (30) days of notice by the Union. If the parties are unable to agree, a grievance may be filed at Step #2 of the grievance procedure and if not resolved, may be referred to arbitration.
- Any such salary range established in the ensuing meetings or through arbitration shall be retroactive to the date the employee started in the new position or assumed all the revised duties.
- 17.9 The date of promotion, to a higher rate scale, shall be the date which is utilized to determine when the next level on the salary scale shall come in effect. Further annual increments will be per Article 17.6. The selected position on the applicable salary scale shall in no case be less than the amount formerly received by the Nurse.
- 17.10 Isolation Allowance
- Effective January 1, 2019, an isolation allowance will be paid in addition to the basic wage rate in the amount of seven hundred dollars (\$700.00) per month, to all Nurses living, working and whose base office is located in the Town of Moosonee.
- For any part-time nurse, this isolation allowance will be prorated.

## **ARTICLE 18 - OVERTIME AND PREMIUMS**

- 18.1 Where an employee works beyond the standard seven (7) hour day or thirty-five (35) hours per week, the employee shall be paid at the rate of time and one-half



the regular rate of pay. Overtime shall be accumulated for all overtime periods in excess of fifteen (15) minutes.

- 18.2 Compensation for said overtime shall be at the rate of time and one-half and shall be time off or monetary reimbursement, which shall be paid as earned. Time off shall be taken at a time mutually agreeable to the Nurse and the Manager.
- 18.3 Any nursing staff required to work on a weekend (2030 hours Friday - 0800 hours Monday), holiday, vacation day, or on an approved leave of absence, or with less than sixteen (16) hours notice, will be credited with a minimum guarantee of four (4) hours or time and one-half actual hours, whichever is greater.

### **ARTICLE 19 - SICK LEAVE**

- 19.1 (a) Each permanent and probationary full-time nurse shall be entitled to one and one-half days paid sick leave per month, and such credits shall be cumulative, to a maximum of two hundred and sixty (260) days.
- (b) Effective July 1, 1998, part-time nurses will no longer accumulate sick time. The credits that the nurse has in her or his sick time bank may be used during illness as long as any credits remain. If at the time that the part-time nurse ceases to be employed, she or he has credits remaining in her or his sick leave bank, Article 19.4 will apply.
- 19.2 (a) A nurse shall report her or his illness to her or his Manager during the first day on which such nurse is absent from her or his work. If so requested, at the time of the illness, by the Manager, a physician's certificate shall be provided.
- (b) Whenever the Employer requests a medical certificate for absences due to illness, the Employer will bear the costs associated with such requests.
- 19.3 (a) Certified reported illness of three (3) or more consecutive working days occurring during vacation, reported at the time of illness, shall be considered sick time and not vacation time.
- (b) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurses shall be entitled to bereavement leave in accordance with Article 14.
- (c) The portion of the employee's vacation which is deemed to be sick or bereavement leave under the above provisions will not be counted against the employee's vacation credits.
- 19.4 After five (5) years of employment when a Nurse ceases to be employed, she or he shall be entitled to no more than an amount equal to her or his salary, wages, or other remuneration for one-half the number of days standing to her or his credit, and in any event, not in excess of the amount of one-half year's salary. Effective July 1, 1998 the number of credits and the dollar amount of those credits, to which the above formula shall apply, shall not exceed the number of credits and the dollar amount of those credits, accumulated by the nurse as of

July 1, 1998. If the number of credits on termination of employment are less than those accumulated as at July 1, 1998, then the dollar amount of credit as at July 1, 1998 shall be pro-rated accordingly for pay out purposes.

- 19.5 The Employer will notify each Nurse of the amount of unused sick leave in her or his bank annually.
- 19.6 Sick leave is a leave granted when a Nurse is unable to work due to illness or injury and has accumulated sick leave credits; when such credits are exhausted, paid sick leave will be terminated.
- 19.7 Sick leave shall be paid to all Nurses covered by the ONA agreement at the rate of seven (7) hours per day when the Nurse is ill (sick).
- 19.8 Notwithstanding Article 14.13, benefit plan premiums will continue to be paid by the Employer for Nurses on unpaid sick leave for a maximum period of two (2) years, or until the Nurse qualifies for Worker's Safety and Insurance Board Benefits, or Long Term Disability. Benefit plan premiums will be reduced by any premium waivers applicable.
- 19.9 Modified Work:
- (a) The Employer will notify the Bargaining Unit President of the names of all nurses who go off work as a result of a work related injury (whether or not the nurses are in receipt of WSIB Benefits) or who begin receiving LTD and will again notify the Bargaining Unit President when these Nurses return to work.
  - (b) The Employer agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board, Form 7, at the same time it is sent to the Board.
  - (c) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
  - (d) The Employer and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.
  - (e) The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:
    - i. A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
    - ii. A nurse participating in this program will be paid the applicable hourly rate in accordance with the Collective Agreement.

- iii. A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work, as long as such accommodation does not cause undue hardship to the Employer.
- iv. A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every reasonable attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.

## **ARTICLE 20 - BENEFIT PLANS**

### 20.1 OHIP

Ontario Health Insurance Plan covering hospital and medical care with the addition of semi-private care (OHIP Code 33) shall be made available to all Nurses with the Employer contributing one hundred (100) percent of the cost of the premiums.

The Union agrees for the purposes of this agreement that the obligation to pay the Ontario Health Premium (introduced in the 2004 Provincial Budget) rests solely with the employee. This is without prejudice or precedent to the position of either party on any future legislation.

### 20.2 OMERS

The Ontario Municipal Employees Retirement System Pension plan shall apply and all nurses eligible and participating will contribute 50% of the cost thereof.

### 20.3 Workplace Safety and Insurance Board

Nurses shall be fully covered by Workplace Safety and Insurance.

### 20.4 Malpractice and Professional Liability Insurance:

The Employer shall provide Malpractice and Professional Liability Insurance coverage of \$5,000,000 without cost to the nurses.

### 20.5 Group Life Insurance Plan

Participation in the Group Life Insurance Plan shall be a condition of employment for full-time Nurses with the whole of the cost assumed by the Employer. This plan shall be based on double the annual earnings of the Nurse.

### 20.6 Drug Plan

The Employer shall arrange for all full-time Nurses to participate in a drug plan which shall provide for the payment of drugs obtained on a prescription on the

basis of thirty-five (35) cents deductible per prescription and the Employer shall pay the whole cost of said plan.

Effective on the date of ratification of this collective agreement, the employer agrees to offer to continue drug plan coverage, up to age sixty-five (65) to those employees who retire and meet the following criteria:

- are at least fifty-five (55) years of age, at the date of retirement and the total of their age and service with the health unit, in terms of years, is at least eighty (80).

#### 20.7 Long Term Disability Plan

The Employer shall pay the premium to provide for a long term disability plan for full-time employees which shall become payable after a one hundred and eighty (180) days waiting period and the monthly benefit shall be seventy-five (75%) percent of the Nurse's salary to a maximum of four thousand dollars (\$4,000.00).

#### 20.8 Vision Care Plan

Effective Date of Ratification, the Employer shall provide for a vision care plan which will provide a benefit to a maximum of four hundred and fifty dollars (\$450), every twenty-four (24) months, to cover purchase and repair of glasses, as well as contact lenses and the ability to use coverage for laser surgery to all full-time Nurses eligible to participate, with the Employer contributing 100% of the cost of the premiums.

The employer agrees to offer to continue vision care plan coverage, up to age sixty-five (65) to those employees who retire and meet the following criteria:

- are at least fifty-five (55) years of age, at the date of retirement and the total of their age and service with the health unit, in terms of years, is at least eighty (80).

20.9 The Employer may substitute another carrier for any of the foregoing plans other than OHIP provided that the level of benefits conferred thereby are not decreased.

20.10 (a) The Employer shall provide each Nurse with information booklets outlining all of the current provisions in the benefit plans defined in Article 20. Upon request, the Employer will make the plans available to the Union for inspection.

(b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans defined in Article 20. The Employer shall also provide the Union with a copy of all current information booklets provided to the Nurses.

#### 20.11 Dental Plan

The Employer shall pay one hundred percent (100%) of the cost of premiums of a dental plan, for all full-time employees, based upon the current Ontario Dental

Association fee guide.

The dental plan will cover fifty percent (50%) of the cost for orthodontic treatment up to a maximum of \$2,000.00 per individual covered.

The Employer may substitute another carrier for this plan providing that the level of benefits in the current Green Shield plan will not be reduced without the consent of the Union.

- 20.12 Employee in receipt of Benefits prior to age 65 years shall retain benefits up to age 70 years with the following exceptions:
- (a) Group Life Insurance and Accidental Death and Dismemberment plans will be based on one times the annual earnings of the Nurse.
  - (b) Ontario Drug Benefit is first payor with respect to drug benefits as of age 65 years. In these cases the employer sponsored health plan will be the second payor.
  - (c) Long Term Disability coverage will end on the day an employee reaches age 65 years less the elimination period of 180 days.

#### **ARTICLE 21 - IN-SERVICE**

- 21.1 The Employer agrees with the principle of continuing in-service education and agrees to provide all new employees with a suitable orientation course. The Employer will, as required, provide adequate continuing education courses which will be updated as necessary.

#### **ARTICLE 22 - MISCELLANEOUS**

- 22.1 Whenever the feminine pronoun is used in this agreement it shall be read to include the masculine pronoun and non-binary pronoun and vice versa where the contents so requires. Whenever the singular pronoun is used if it is necessary the plural shall be deemed to apply.

#### **ARTICLE 23 - CAR AND TRAVEL ALLOWANCE**

- 23.1 Each employee who is required to operate her or his automobile in the course of employment shall be entitled to a mileage allowance in accordance with the Health Unit policy on the understanding that the bargaining unit members will receive the same allowance as the management and non-union group and that the level will not drop below the level in effect in that policy on January 1, 2011 without agreement of the Union.
- 23.2 When a Nurse's work requires her or his attendance out of town, away from her or his usual office, she or he shall be entitled to a meal allowance in accordance with the Health Unit policy on the understanding that the bargaining unit members will receive the same allowance as the management and non-union group and that the level will not drop below the level in effect in that policy on

January 1, 2011 without agreement of the Union. Receipts are not required with respect to meal allowances.

#### **ARTICLE 24 - TERMINATION AND RENEWAL**

- 24.1 This agreement shall become effective on the 1<sup>st</sup> day of January 2019 and shall remain in full force and effect until the 31st day of December 2020.
- 24.2 Upon termination of this agreement as provided by this clause, the parties shall, while a new contract is being negotiated, continue to be bound and governed by the terms of this agreement.
- 24.3 This agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its termination, proposed revisions, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days prior to the termination of this agreement.
- 24.4 Negotiations with respect to the renewal of this agreement shall commence within thirty (30) days of such a notice, said time limits being extended by mutual agreement if desired.

#### **ARTICLE 25 – VIOLENCE IN THE WORKPLACE**

##### 25.01 Definition of Violence

Workplace violence is defined as:

- a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
- c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

25.02 The Porcupine Health Unit is committed to building and preserving a safe working environment for its employees. In pursuit of this goal, the Porcupine Health Unit does not condone and will not tolerate acts of workplace violence (including domestic violence) against or by any Porcupine Health Unit employee, client or third party in the workplace.

25.03 The employer will work in conjunction with the Health and Safety Committee to have in place policies, procedures and training to deal with workplace violence prevention.

25.04 Damage to Personal Property

The Health Unit will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, personal clothing, as a result of being assaulted while performing his or her work.

**SIGNING PAGE**

DATED AT TIMMINS, ONTARIO THIS “13<sup>th</sup>” DAY OF “September”, 2019.

FOR THE EMPLOYER

FOR THE UNION

“D. West”

“Angele S. Caporicci”  
Labour Relations Officer

“A. Jensen”

“K. Belair-Girard”  
Bargaining Unit President

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**SCHEDULE "1"****PAY SCALE**

| <b>REGISTERED PRACTICAL NURSE</b> |                                  |                                  |
|-----------------------------------|----------------------------------|----------------------------------|
|                                   | <b>Effective January 1, 2019</b> | <b>Effective January 1, 2020</b> |
| BASIC                             | \$23.63                          | \$23.94                          |
| ONE                               | \$24.25                          | \$24.56                          |
| TWO                               | \$24.89                          | \$25.21                          |
| THREE                             | \$25.50                          | \$25.83                          |
| FOUR                              | \$26.12                          | \$26.46                          |
| FIVE                              | \$28.12                          | \$28.49                          |
| SIX                               | \$28.68                          | \$29.05                          |
| SEVEN                             | \$31.09                          | \$31.49                          |
| EIGHT                             | \$33.07                          | \$33.50                          |

| <b>REGISTERED NURSE (STAFF NURSE)</b> |                                  |                                  |
|---------------------------------------|----------------------------------|----------------------------------|
|                                       | <b>Effective January 1, 2019</b> | <b>Effective January 1, 2020</b> |
| BASIC                                 | \$31.16                          | \$31.57                          |
| ONE                                   | \$32.05                          | \$32.47                          |
| TWO                                   | \$33.15                          | \$33.58                          |
| THREE                                 | \$34.06                          | \$34.50                          |
| FOUR                                  | \$34.98                          | \$35.43                          |
| FIVE                                  | \$37.78                          | \$38.27                          |
| SIX                                   | \$38.54                          | \$39.04                          |
| SEVEN                                 | \$41.81                          | \$42.35                          |
| EIGHT                                 | \$44.22                          | \$44.79                          |

| <b>NURSING BACCALAUREATE</b> |                                  |                                  |
|------------------------------|----------------------------------|----------------------------------|
|                              | <b>Effective January 1, 2019</b> | <b>Effective January 1, 2020</b> |
| BASIC                        | \$33.52                          | \$33.96                          |
| ONE                          | \$34.39                          | \$34.84                          |
| TWO                          | \$35.47                          | \$35.93                          |
| THREE                        | \$36.39                          | \$36.86                          |
| FOUR                         | \$37.30                          | \$37.78                          |
| FIVE                         | \$40.12                          | \$40.64                          |
| SIX                          | \$40.89                          | \$41.42                          |
| SEVEN                        | \$44.11                          | \$44.68                          |
| EIGHT                        | \$46.66                          | \$47.27                          |

| PROGRAM CO-ORDINATOR |                           |                           |
|----------------------|---------------------------|---------------------------|
|                      | Effective January 1, 2019 | Effective January 1, 2020 |
| BASIC                | \$37.18                   | \$37.66                   |
| ONE                  | \$38.05                   | \$38.54                   |
| TWO                  | \$39.47                   | \$39.98                   |
| THREE                | \$40.40                   | \$40.92                   |
| FOUR                 | \$41.32                   | \$41.86                   |
| FIVE                 | \$44.15                   | \$44.72                   |
| SIX                  | \$44.92                   | \$45.50                   |
| SEVEN                | \$48.18                   | \$48.81                   |
| EIGHT                | \$50.73                   | \$51.39                   |

| NURSE PRACTITIONER |                           |                           |
|--------------------|---------------------------|---------------------------|
|                    | Effective January 1, 2019 | Effective January 1, 2020 |
| BASIC              | \$52.15                   | \$52.83                   |
| ONE                | \$55.79                   | \$56.52                   |
| TWO                | \$56.52                   | \$57.25                   |
| THREE              | \$61.22                   | \$62.02                   |
| FOUR               | \$64.95                   | \$65.79                   |

\* In addition to the above Staff Nurse hourly rates, the following adjustments will apply:

1. Student Supervision/Preceptorship Allowance

Nursing Staff who are approved to act as a preceptor will receive the following allowance in a onetime payment,

- Preceptor for placements 100 hours or less - \$50.00
- Preceptor for more than 100 hours - \$175.00

It is expected that students may also be supervised for short periods by other staff nurses but only the approved student nurse preceptor will receive the allowance.

2. Educational Allowance

\$1.00 per hour for Public Health Nurse Diploma Qualification

3. Graduate Non-Registered Nurses

A Graduate Non-Registered Nurse shall receive a monthly salary of forty (40) dollars less than that to which her/his qualifying category entitles her/his until she/he obtains her/his Ontario Registration.

4. Percentage in Lieu

The hourly salary rates inclusive of the percentage in lieu of fringe benefits, including sick leave, group life, drug plan, LTD, vision and dental plan, for all temporary and part-time Nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 10%

**SCHEDULE "2"**

LETTER OF UNDERSTANDING

Between:

PORCUPINE HEALTH UNIT  
(hereinafter referred to as "the Employer")

And:

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

RE: Workload Issues

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The Parties recognize that workload issues may impact on client outcomes, staff satisfaction and risks to clients. They wish to develop a process that appropriately balances the needs of clients and the professional standards issues of employees and the organizational realities of the Porcupine Health Unit. Thus, for the term of this collective agreement, the following shall govern workload issues:

1. Workload issues arise out of a pattern of circumstances and not a single incident.
2. The process of resolving workload issues should focus on realistic solutions.
3. Employees and supervisors shall endeavour to resolve workload issues within their respective teams, programs, functional areas and work groups, as expeditiously as possible.
4. An employee who reasonably believes that there is a workload issue must raise the issue with the employee's immediate supervisor as soon as possible.
5. Circumstances arising more than six (6) months prior to the issue being raised with the employee's supervisor shall not be considered, nor shall a pattern be developed where there is a period of more than six (6) months between incidents.
6. The supervisor and the employee shall discuss the issue and it may be raised in an appropriate fashion by the supervisor at work group meetings.
7. Unresolved workload issues may be forwarded to the Labour Management Committee.
8. It is understood that this Letter of Understanding will remain in effect for the term of this Collective Agreement and the discussion to renew or delete will occur at local negotiations.

DATED AT TIMMINS, ONTARIO THIS “13<sup>th</sup>” DAY OF “September”, 2019.

FOR THE EMPLOYER

FOR THE UNION

“D. West”

“Angele S. Caporicci”  
Labour Relations Officer

“A. Jensen”

“K. Belair-Girard”  
Bargaining Unit President

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SCHEDULE "3"

LETTER OF UNDERSTANDING

Between:

PORCUPINE HEALTH UNIT  
(hereinafter referred to as "the Employer")

And:

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

RE: On-Call/Standby Pay

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The Parties agree that this letter of understanding will serve to provide terms regarding On-Call/Standby pay for Nurses assigned to Infectious Diseases and Clinical Services in the Timmins Office:

1. On-call/standby means a period of time that is not a regular working period, overtime period or call-back period during which a nurse is required to remain available to respond within a reasonable time (maximum of one (1) hour) to a request for:
  - (a) Recall to work; or
  - (b) The performance of other work as required.
2. Any nurse designated to be on standby/on-call shall be paid in the amount of \$3.00 per hour for the scheduled period. Where such duty falls on a paid holiday, as set out in Article 15.1, the nurse shall receive pay in the amount of \$4.50 per hour. Compensation for On-Call/Standby pay shall be at the rates specified and paid as earned or the Nurse may elect 7 hours' time off for each scheduled standby/on-call period. Time off shall be taken at any time mutually agreeable to the Nurse and the Employer.
3. When a nurse is called-out to perform non-scheduled work, they shall be paid for all hours worked with minimum of four (4) hours pay, as per Article 18.3.
4. It is understood that an office/field visit may not be necessary in all situations. When an on-call nurse spends time on the telephone resolving an issue, they shall be paid at time and one-half actual hours, rounded to the nearest quarter (15 minutes) spent on each documenting call. Notwithstanding, if the call comes in between 2400hrs and 0600hrs, the nurse will be paid a minimum of four (4) hours pay as per Article 18.3. Standby pay continues to be recognized during this time.
5. Nurses shall be scheduled for on-call/standby duty by the Employer for long weekends. A schedule for on-call/standby will be distributed to applicable nurses twice per year for the periods of April 1<sup>st</sup> to September 30<sup>th</sup> and October 1<sup>st</sup> to March 31<sup>st</sup>.

6. In exceptional circumstances beyond the employer's control, Nurses may be scheduled for additional on-call/standby duty. The Employer will notify the Union when such circumstances occur.
7. The determination of on-call/standby implementation and scheduling will remain exclusively at the employer's control and discretion.
8. On-call/standby duty shall be distributed as equally as possible among the nurses who normally perform the work (or who has the skill and ability to perform the work) in the applicable program commencing with the senior nurse.
9. The time assigned for on-call/standby is not recognized for the purposes of upgrading or seniority.

DATED AT TIMMINS, ONTARIO THIS 13<sup>th</sup> DAY OF September, 2019.

FOR THE EMPLOYER

FOR THE UNION

"D. West"

"Angele S. Caporicci"  
Labour Relations Officer

"A. Jensen"

"K. Belair-Girard"  
Bargaining Unit President

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