

COLLECTIVE AGREEMENT

BETWEEN

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

AND

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

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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.

ARTICLE 2 - SCOPE

- 2.01 This Agreement shall apply to all nurses of the Employer, as defined in the Certificate of Certification issued by the Ontario Labour Relations Board, dated at Toronto the 15th day of June, 1967.
- 2.02 Notwithstanding Article 2.01, this being all registered and graduate nurses who are nurses, employed by the Board of Health, Sudbury and District Health Unit, save and except Manager and persons above the rank of Manager.

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

- 2.03 (a) Employees outside the Scope of the Bargaining Unit will not perform the work normally performed by members of the Bargaining Unit except for the purposes of instruction, research, during an emergency or in other cases as are mutually agreed by the parties.
- 2.03 (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.

ARTICLE 3 - ASSOCIATION REPRESENTATION

- 3.01 The Employer hereby recognizes the Association as the sole Collective Bargaining Agent for all nurses covered by Article 2 - Scope - in respect to hours of work, wages, and all other conditions pertaining to this Agreement.

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3.02 O.N.A. – Management Committee

A Committee of up to four (4) Nurses elected or appointed by the Local Association and who are Employees of the Health Unit shall meet with an Employer Committee consisting of up to four management representatives, for the purpose of discussing matters related to nursing service. Either party may give notice of such a meeting, stating matters to be discussed or both parties may meet within ten (10) working days of such notice being submitted. Either party may request an expansion of the Committee to address a particular concern. During normal hours of work members of the ONA Management Committee shall be permitted paid time off as shall reasonably be necessary to attend meetings with management personnel.

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

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

3.04 Occupational Health & Safety Committee

(a) A committee shall be established composed of an equal number of employee and Employer representatives, but with one (1) representative selected or appointed by the Association.

(b) 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.

3.05 Grievance Committee

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

3.06 Negotiating Committee

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

ARTICLE 4 - RESPONSIBILITY OF EMPLOYEES

- 4.01 It is recognized that the Employer Corporate Services is responsible for the safety, health, comfort, and general welfare of the citizens; therefore, the nurses recognize they must be prepared at all times to assist in carrying out the services of the Employer.
- 4.02 This responsibility to the citizens is the sole responsibility of the Employer and requires that any dispute arising over the interpretation of the terms of this Agreement be adjusted and settled in an orderly manner without interruption to the said services to the citizens; therefore, the nurses agree that if any differences with the Employer occur during the time period of this agreement, the same will be dealt with under the Grievance Procedure hereinafter set forth under Article 6.
- 4.03 Responsibility of Employees
- It shall be the responsibility of all nurses to notify the appropriate Director(s) or designate(s) as the case may be, in writing, in duplicate, within three (3) days of any change in her/his address or telephone number. It is understood that any notice sent to a Nurse's last address and name recorded with the Employer shall be deemed to have been received by the Nurse.

ARTICLE 5 - EMPLOYER RIGHTS

- 5.01 The Association agrees that it is the exclusive right of the Employer to:
1. Maintain order, discipline, and efficiency.
 2. Hire, lay-off, classify, direct, transfer or promote nurses, discipline nurses, for just cause, provided that a claim by a nurse who has completed the probationary period that the nurse has been demoted or disciplined without just cause may be treated as a grievance as provided in this agreement
 3. Generally to manage the enterprises in which the Employer is engaged, and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used, and the number and qualifications of persons to be employed.
- 5.02 The Employer also has the right to make and alter from time to time, reasonable rules and regulations to be observed by nurses.
- 5.03 These rights shall not be exercised in a manner directly contrary to the provisions of this Agreement.

ARTICLE 6 - GRIEVANCES

6.01 Grievance Committee

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

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

6.02 Grievance Procedure

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

1. Complaint Stage

- (a) It is understood that a nurse has no grievance until she/he has first given her/his appropriate Director or designate an opportunity to adjust or rectify her/his complaint. In discussing her/his complaint, the Nurse has the option, if the employee so desires, to be accompanied by a Member of the Grievance Committee, or an alternate representative if no Member is readily available without additional cost to the Employer.
- (b) A nurse's complaint which is not settled by her/his appropriate Director or designate within five (5) working 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 (20) calendar days have elapsed since the occurrence of the alleged Grievance.
- (c) An employee Grievance must be signed by the aggrieved employee(s).

2. Stage 1

The aggrieved nurse(s) and or representative of the Grievance Committee shall take the written Grievance to the appropriate Director or designate. The appropriate Director or designate shall within three (3) working days arrange a meeting place and set a time during working hours to discuss and attempt to settle the grievance. A written decision must be given to the aggrieved nurse(s) within three (3) working days of the meeting. Grievances that are not settled shall proceed to Stage 2, provided not more than twenty (20) calendar days have elapsed since the date of the written decision.

3. Stage 2

The aggrieved nurse(s) accompanied by two (2) members of the Grievance Committee and a Representative of the Ontario Nurses' Association if the Grievance Committee so desires, may then take the Grievance up with a designated Committee of the Employer, made up of the appropriate Director, the Director of Corporate Services and/or the Director of the Health Unit. This designated Committee shall arrange a meeting within fourteen (14) 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 Section 44(2) of the Ontario Labour Relations Act, provided that no more than thirty (30) calendar days have elapsed since the date of the written decision by the designated Committee.

6.03 General Grievance

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

6.04 Specific Grievance

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

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

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

ARTICLE 7 - ARBITRATION

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

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

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

7.04 The majority decision of the Arbitration Board shall be confined to deciding the issues set out in the Grievance Statement as submitted at Article 6.02 (2) Stage 1 of the alleged difference and the arbitrability thereof.

- 7.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any nurse affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chair of the Arbitration Board governs.

ARTICLE 8 -ASSOCIATION SECURITY AND ACCESS TO FILES AND DISCIPLINE

- 8.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse. A copy of the evaluation will be provided to the nurse at her/his request.

- 8.02 A nurse, upon written request to the Director of Corporate Services may, in the presence of the Manager, Human Resources, review the contents of her/his Personnel File at a mutually agreeable time. Such file shall include, but not be limited to:

1. Application Form
2. Disciplinary Record
3. Performance Evaluation.

- 8.03 The Employer shall notify the employee and the Union of dissatisfaction in writing concerning her/his activities which may reflect on her/his employment with the Employer within twenty (20) working days of the incident becoming known by the Employer.

Should an employee's personnel record remain clear of any recorded disciplinary notices for a period of twelve (12) consecutive months from the date of the last recorded discipline, then only those disciplinary notices referring to absenteeism, lateness or work attitude shall be disregarded in considering the employee's personnel record. Notification of this removal will also be provided to the employee in writing.

- 8.04 If the Employer deems it appropriate to hold a meeting with an employee for the purpose of formal discipline (written warning, suspension or discharge), a 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 at such meeting shall not render the discipline a nullity, and an Arbitrator or Arbitration Board may review such discipline on its merits.

- 8.05 It is agreed and understood by the parties hereto that there shall be a compulsory dues check-off upon all nurses who come within the Scope of this Agreement after

thirty (30) days of employment, and same shall continue during the period of this agreement.

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

ARTICLE 9 - SENIORITY

9.01 Definitions

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

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

- 9.03 The seniority lists to be posted are as follows:
- (a) Full-time Public Health Nurses
 - (b) Part-time Public Health Nurses
 - (c) Full-time Nurse Practitioners
 - (d) Part-time Nurse Practitioners
- 9.04 In cases where performance, ability, qualifications and experience are approximately equal seniority shall be the deciding factor when decisions are made with regard to promotion and inter-office lateral transfers in case of a permanent vacancy. Recognizing the existing qualifications and the work of Nurses, the Employer will provide an orientation period to any successful applicant(s) when the posting is from one Division to another Division or one Program to another Program.
- 9.05 In the event of an anticipated lay-off of more than one full-time or part-time nurse which is deemed to be of a permanent or significant duration, the Employer shall meet and communicate same to the Local Association's Committee no less than ten (10) working days in advance of such notice of lay-off.
- 9.06 Temporary and casual employees will be given consideration for full-time and part-time employment should an opportunity be available.
- Temporary and casual employees transferred to full-time or part-time shall accumulate seniority from date of hire.
- 9.07 In the event that affected nurses have the same seniority date, the parties agree to draw lots in the presence of management representatives and Bargaining Unit representatives as a fair and reasonable manner to determine seniority for purposes under this article. It is understood that this applies in the case of layoffs only.
- 9.08 The layoff and recall of Public Health Nurses shall be separate and apart from the layoff and recall of Nurse Practitioners. Where the Employer decides to permanently reduce the complement in a classification, the full-time and part-time seniority lists shall be combined and become one for the purposes of layoff and recall.
- Temporary or casual, and then probationary nurses in the classification shall be laid off first and then further layoffs will be on the basis of seniority. Recall will be in the reverse order of the seniority.
- 9.09 Seniority List
- Separate Seniority lists as set out in 9.02 and 9.03 shall be posted in January and July of each year on the Employer's Bulletin Boards, and a copy of each List shall be sent to the Association and the Labour Relations Officer. A Nurse may challenge her/his own individual seniority standing provided such challenge is submitted to the Director of Corporate Services within thirty (30) days from the date the Seniority List is posted. When proof of error is presented by the Nurse, such error will be corrected, and when so corrected, the agreed upon Seniority date shall be final. If the error is not challenged as set out above, and is challenged when subsequent

seniority Lists are posted, there can be no retroactive application. No change in the seniority status of a Nurse shall be made unless concurred with by the Association. In the event that errors are discovered in the Seniority List, subsequent to the time limits set out above, the Seniority List may only be amended under such terms and conditions as are mutually agreed between the Employer and the Association.

9.10 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. The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement.

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

9.11 (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 Bulletin Boards in all offices for five (5) working days in order to allow that all staff will know the position is vacant in order to allow for written application to the Director of Corporate Services. The successful applicant to a vacant or new position and/or area shall be limited to one such transfer every twelve (12) months. This limitation does not apply to nurses transferring status from full-time to part-time or vice versa. Unsuccessful applicants may request an opportunity to discuss the reason(s) why they were not granted the position. At any such meeting a nurse will be accompanied by a representative of the Local Association if requested.

(b) A full-time or part-time nurse who is the successful applicant to a vacant position referred to and subject to Article 9.13(a) shall be allowed to transfer to the posted position without any loss of seniority, vacation credits as described in Article 13 and accumulated sick leave. The successful applicant shall assume her/his same position on the incremental salary schedule and be given credit for tours accumulated since date of most recent advancement on the salary scale.

(c) While it is recognized that nurses will be given due consideration in their application to specific programs or sub-offices, the appropriate Director's reserves the prerogative to transfer a nurse from one program to another or sub-office for that which is in the Director's opinion, a bona-fide reason. Should such transfer be anticipated, the same shall be communicated to the Association Representatives with thirty (30) days notice where possible.

(d) A successful applicant to a vacant position referred to and subject to Article 9.13(a) shall be placed on an appropriate trial period of up to a maximum of three (3) months. If unsatisfactory or the nurse is unable to perform the

duties of the position during the trial period, the employee shall revert to the position held immediately preceding such placement.

- (e) It is agreed and understood that only the initial vacancy resulting from an application for Pregnancy, Adoption Leave or long-term absence due to sickness or injury will be filled according to Article 9.13(a).
- (f) Notwithstanding Article 9.13(a), temporary vacancies of sixty (60) days or less may be filled at the discretion of the Employer.
- (g) 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.
- (h) When a position within the Scope of this Collective Agreement has been vacant for a period of forty-five (45) days, the Employer will notify the Association in writing of its decision to postpone, to fill or not to fill this position.

9.12 For the purpose of lay-off and job postings and the computation of seniority a nurse who has transferred from one seniority list to another as authorized by the Employer, shall retain accumulated seniority retroactive to the last date of employment.

9.13 No new employees shall be hired until those nurses retaining recall rights have been given the opportunity for recall.

9.14 Transfers to Positions Outside of the Bargaining Unit.

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

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

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

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

ARTICLE 10 - LOSS OF SENIORITY

10.01 Seniority rights shall cease and employment will be terminated for any of the following reasons:

1. Voluntary resignation.
2. Discharged for just cause.
3. Failing to report to work within seven (7) days after the mailing of a notice by registered mail to return to work after a lay-off.
4. After a lay-off extending for a period of more than twelve (12) consecutive months.
5. Absent without leave for any period in excess of five (5) consecutive working days.

10.02 Nurses on pregnancy/parental/adoption leave under the **Employment Standards Act**, or absent due to a workplace injury compensable under the **Workplace Safety and Insurance Act**, shall continue to accumulate seniority as provided by the respective statute.

ARTICLE 11 - RELIEVING IN OTHER GRADES

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

ARTICLE 12 - PAID HOLIDAYS

12.01 (a) Full-time nurses shall be paid a normal day's pay at their regular rate for each of the following Paid Holidays, provided however, the day named would be a normal working day and the nurse is not on leave of absence without pay. The nurse to qualify to be paid for the Paid Holiday must work her/his scheduled shift immediately before and immediately after such holiday unless the said nurse is on Annual Vacation or on sick leave of absence with pay or pre-approved compensating time off.

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing Day

- (b) All part-time Nurses will be paid Statutory Holidays in accordance with the Employment Standards Act, reducing the qualifiers to ten (10) tours in the previous four (4) weeks.
- (c) All permanent full-time, part-time and probationary nurses will be granted one (1) float holiday to be taken at a mutually agreed upon time if such holiday is granted by the Board. Part-time nurses will be pro-rated accordingly.

12.02 All permanent and probationary nurses within the scope of the First Seniority List shall be paid a normal day's pay at their regular rate for any additional holidays proclaimed by the Governor-General or Lieutenant Governor, provided the day named would be a normal working day. The nurse to qualify must work the scheduled shift immediately before and immediately after the proclaimed holiday unless the said nurse is on sick leave of absence with pay or annual vacation or pre-approved compensating time off.

12.03 In the event that any of the holidays listed in Article 12.01 fall as set out hereunder, the following schedule of a day off in lieu with pay for those who qualify shall be observed:

<u>Holiday</u>	<u>Falling On</u>	<u>Day off with Pay, in Lieu</u>
New Year's Day	Saturday or Sunday	Monday Following
Canada Day	Saturday or Sunday	Monday Following
Remembrance Day	Saturday or Sunday	Monday Following
Christmas Day	Saturday or Sunday	Friday Preceding
Boxing Day	Saturday or Sunday	Monday Following

12.04 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.

ARTICLE 13 -ANNUAL VACATION

13.01 Each nurse who is entered or entitled to be entered on the First Seniority List Public Health Nurses or Registered Nurses and has completed one or more years of continuous service with pay by June 30th, in each calendar year shall be entitled to a paid annual vacation of twenty (20) working days.

13.02 (a) Each nurse who is entered or entitled to be entered on the First Seniority List Public Health Nurses or Registered Nurses and has completed nine (9) years of continuous service with pay by June 30th in each calendar year shall be entitled to a paid annual vacation of **twenty-five (25)** working days.

- (b) Each nurse who is entered or entitled to be entered on the First Seniority List Public Health Nurses or Registered Nurses and has completed fifteen (15) years of continuous service with pay by June 30th in each calendar year shall be entitled to a paid annual vacation of thirty (30) working days.

13.03 Each nurse who is entered or entitled to be entered on the First Seniority List but has not completed twelve (12) months of continuous service with pay immediately preceding the immediate June 30th, shall be entitled to a paid annual vacation on a pro rata basis of 1.66 work days for each completed month of service with pay.

13.04 Should any of the Paid Holidays as provided in Article 12.01 fall in a vacation period, it shall be added to the beginning or to the end of the vacation period, or taken at a time mutually agreed upon by the nurse and the appropriate Director or designate. Such agreement shall be made prior to the commencement of the vacation period.

13.05 (a) All part-time, temporary or casual Nurses covered by this Agreement shall be entitled to annual vacation pay of eight (8%) on the gross earnings for the immediate twelve (12) month period preceding the immediate June 30th.

- (b) All part-time, temporary or casual 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 for the immediate twelve (12) months preceding June 30th.

- (c) Effective January 1, 1991, all Part-time temporary or casual nurses covered by this agreement who have completed sixteen (16) 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 for the immediate twelve (12) months preceding June 30th. Effective January 1, 1992, this clause shall be amended to read fifteen (15) years.

13.06 A nurse who is on vacation and becomes ill must notify her/his supervisor as soon as possible and shall provide a doctor's slip upon the employee's return to work if the employee wishes to cancel vacation.

13.07 In order to minimise interference with the normal operations of the Employer, vacations will be granted as 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) A vacation request schedule shall be posted on 2 January in each year. Employees will provide their requested vacation periods by 31 January. In case of conflict between employees as to preference of vacation scheduling, seniority will be the governing factor. A finalized vacation schedule shall be posted by 15 February.
- (b) Vacation times requested after 31 January shall, subject to the foregoing, be considered on a first come, first served basis. The Employer will respond to such vacation requests within 14 calendar days of the request being made.

- (c) Where a vacation request under paragraph (a) conflicts with a vacation request from the CUPE bargaining unit in a branch office, the conflict shall be resolved by granting the request of the employee with the longest service with the Employer.

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

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

ARTICLE 14 – HOURS OF WORK

- 14.01**
1. A normal workweek for nurses on the First and Second seniority lists shall be Monday to Friday **8:30 to 4:30**, 7 hours a day – **35** hours a week.
 2. Notwithstanding paragraph 1, nurses may agree to work more than 7 hours per day and up to **42** hours in a calendar week (Sunday – Saturday), and shall earn compensatory time for the excess time at the rate of straight time which may be taken in time or money.
 3. Any hours worked over the **42** hours in a calendar week shall earn compensatory time at the rate of time and one-half, which may be taken in time or money.
 4. Earned compensatory time may be accumulated to a maximum of 15 days. Accumulated compensatory time must be taken at a mutually agreed upon time by June 30th of the following year.
 5. Nurses may mutually agree to adjust their workday to include at least **7** consecutive hours of work.
 6. Extended hours will be equitably distributed, where possible, amongst all nurses.
 7. Nurses will work up to a maximum of **24** extended hour occurrences including a maximum of **6** occurrences of ~~weekend/paid~~ holiday work per calendar year. If mutually agreed upon nurses may work more than **24/6** extended hour occurrences per year.
 8. Rescheduling as a result of unforeseen absences of a nurse will not result in the payment of premium rates provided seventy-two hours notice of the schedule change is given to the new nurse and provided the new nurse has not worked over the **42** hours listed in **#3**.
 9. Extended hours on Sundays and during paid holidays will earn compensating time at a rate of double time to be taken in time or money.

10. Nurses working the Saturday of a long weekend will be given the first opportunity to work the paid holiday(s) of that weekend.
11. Travel time incurred for a second occurrence of a day will be included in the total number of extended hours worked.
12. Nurses will have 4 weeks notice for weekend/paid holiday work and 2 weeks notice for evening work.
13. 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.

14.02

- (a) The Employer may, with four weeks notice, modify the normal workweek described in Article 14.01 (1) for a Nurse Practitioner to include up to two workdays per week with adjusted hours between 08:00 a.m. and 10:00 p.m. Such modification does not require the mutual agreement of the Nurse Practitioner. Such shifts shall include seven consecutive hours of work and may be scheduled anytime from Monday to Saturday, subject to the restrictions on weekend work set out below. The normal workweek shall remain thirty-five (35) hours a week. The Nurse Practitioner may mutually agree to adjust any other workdays in accordance with Article 14.01 (6).
- (b) Article 14.01 (7) is modified such that Nurse Practitioners will work up to a maximum of twelve (12) extended hour occurrences. These occurrences may include work on Saturdays. If mutually agreed upon a Nurse Practitioner may work more than twelve (12) extended hour occurrences per year.
- (c) A Nurse Practitioner shall not work more than two weekend workdays per month, including both scheduled hours and extended hour occurrences, unless the Nurse Practitioner and the Employer mutually agree otherwise. A weekend workday is defined as a workday on which hours are worked between Friday from 8:00 p.m. to Monday at 8:00 a.m.
- (d) A Nurse Practitioner shall not be required to work on a Saturday where the Friday prior and/or the Monday following is a paid holiday as defined in Article 12 of the collective agreement, unless the Nurse Practitioner and the Employer mutually agree otherwise.
- (e) If a Nurse Practitioner is scheduled as part of the nurse's normal workweek to work on a Saturday, the Nurse Practitioner will not be scheduled to work the immediately following Monday, unless the Nurse Practitioner and the Employer mutually agree otherwise.

14.03

Meal Allowance

1. Employees that are posted at specific outlying area offices who are requested to report to the Employer's main office shall be reimbursed up to \$9.00 for the purpose of purchasing a meal.

2. Employees who are posted at the Employer's main Sudbury office who are requested to report to a specific area covered by an outlying area office shall be reimbursed up to \$9.00 for the purpose of purchasing a meal.
3. Employees required to be away over night on business of the Employer shall be provided with a meal allowance in accordance with the following per diem rate:

Within S.D.H.U. area

Breakfast	\$7.50
Lunch	\$12.50
Dinner	\$20.00

Outside of S.D.H.U. area

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00

Itemised receipts are required when meal expenses exceed the per diem rate and approval by the Department Head 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).

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01** Requests for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made and a written reply will be given as far in advance as possible; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.
- 15.02**
- (a) Upon written request, provided there is sufficient notice and it is operationally feasible, the Employer agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association conferences, conventions and Provincial Committee meetings. Leaves of absence granted under this clause shall not exceed a total aggregate for all employees of thirty (30) working days per calendar year. An additional thirty (30) days will be granted for a nurse who is elected Local Coordinator under the same conditions.
 - (b)
 - (1) Leaves of absence of less than five (5) consecutive days, the Association will reimburse the Employer all wages.
 - (2) Leaves of absence greater than five (5) days in duration, the Association will reimburse all costs.

(c) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits accrued to the date of the beginning of the leave of absence. The nurse agrees to notify the Employer of her/his intention to return to work within two (2) weeks following termination of office.

(d) Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted, upon request, such leave(s) of absence as the employee may require to fulfill the duties of her/his position. Ten (10) working days written notice shall be given to the Health Unit for such Leave of Absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 16.02(a) above. During such leave of absence, the Nurses' salary and applicable benefits shall be maintained by the Health Unit and the Association agrees to reimburse the Health Unit in the amount of the full cost of such salary and applicable benefits. It is understood that this clause is restricted to one (1) Nurse at any one time.

15.03 Failure to report for duty within fifteen (15) days of the end of a leave of absence granted by the Board will result in removal from the payroll of the individual concerned.

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

15.05 Pregnancy Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the ***Employment Standards Act***, except where amended in this provision.

(b) If possible the nurse shall give written notification at least two months in advance of the date of commencement of such leave and the expected date of return.

(c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case the employee shall be given a comparable job.

(d) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, a nurse who is on maternity leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between 75% of her regular weekly earnings and the sum of her

weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period and receipt by the Health Unit of the nurse's Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of 15 weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under this Article is eligible to be granted a parental leave of up to 35 weeks' duration, in accordance with the Employment Standards Act. A nurse who is the natural father or is an adoptive parent of a child is eligible for a parental leave of up to 37 weeks in accordance with the Employment Standards Act, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to the nurse's former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.

15.06

- (a) Educational Leave: As it is recognized that substantial contribution can be made to the total Public Health Services through the dissemination of information obtained during educational leave and short courses, each nurse should be given equal opportunity to participate in courses which the Employer decides to participate in. Information concerning such designated courses and/or workshops 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. 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.

- (b) 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.
- (c) Requests for such leave shall be made as far in advance as possible. The Employer shall provide a response to the request within fourteen (14) calendar days for leaves of less than one month; as soon as is practicable in cases of other education leaves.

15.07 Bereavement Leave

- (a) In the case of the demise of a member of the employee's immediate family, permanent and probationary employees shall be permitted a leave of absence with pay for four (4) consecutive working days which shall be taken immediately prior to, during, or following, the day of the funeral. Immediate family shall mean – the employee's spouse, common-law spouse (includes same sex partner), children, **step-children**, father, mother, **step-father** and **step-mother**.
- (b) In the case of the demise of the employee's mother-in-law, father-in-law, sister, brother, grandparent, or grandchild, permanent and probationary employees shall be permitted a leave of absence with pay for three (3) consecutive working days which shall be taken immediately prior to, during, or following, the day of the funeral.
- (c) In the case of the demise of the employee's brother-in-law or sister-in-law, permanent and probationary employees shall be permitted a leave of absence with pay for two (2) consecutive working days which shall be taken immediately prior to, during, or following, the day of the funeral.
- (d) A nurse on bereavement leave may upon approval be granted additional provisions for necessary travel time without pay.
- (e) Bereavement Leave shall be taken immediately prior to, during or immediately following the date of the funeral.

15.08 Jury and Witness Duty Leave

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

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

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

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

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

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

ARTICLE 16 - SICK LEAVE

- 16.01 (a) Each full-time employee shall be entitled for every month of regular attendance to a sick leave credit at the rate of 1 and ½ half days per month and the sick leave credit of an employee shall be cumulative provided that the employee shall not be entitled to a sick leave credit where:
- i) the employee has taken an unauthorized leave of absence during the month;
 - ii) the employee has taken an authorized leave of absence without pay for a period in excess of two calendar weeks. Where such leave extends into more than one month the sick leave credit will not be granted for the month in which the greatest number of days of absence occurred.
- (b) Where an employee is absent due to accident and/or injury suffered during the course of his/her duties while in the employ of the Health Unit, and is in receipt of Workplace Safety and Insurance Act benefits and he/she requests the Employer to make up the difference between the amount of Workers' Compensation being paid and his/her salary, then and in every such case, for each day for which the employee shall be absent there shall be charged against his/her sick leave credit the proportion paid by the Unit to the employee, converted to days or a portion of a day.
- (c) No employee shall receive pay for sick leave absence in excess of the employee's accumulated sick leave credit.
- 16.02 (a) An employee shall report the employee's illness during the first hour of the first day on which such employee is absent from her/his work to her/his Immediate Supervisor.
- (b) Upon return to work of an employee the sick leave certificate shall be filed with the Health Unit and a doctor's certificate if required by the employee's Immediate Supervisor shall be provided.

16.03 Prior to the end of February of each year there shall be delivered to each employee a statement of the employee's sick leave credits. Any employee has the right to appeal the statement of credits and deductions of the previous year prior to the 15th of March of the year in which the statement was received.

16.04 Where an employee having more than five years continuous service with the Health Unit ceases to be employed by the Health Unit there shall be paid to the employee or the employee's personal representative an amount equal to the employee's current daily salary for one half the number of days to the employee's credit to an amount not in excess of one half year's earnings. In the event that such an employee is legally liable to the Health Unit for any sum, this sum may be deducted from the amount paid.

16.05 A part-time Nurse may be allowed to work to make up for lost time due to illness within the same pay period, provided prior approval with her/his immediate supervisor has been obtained.

16.06 A Nurse who transfers from full-time to part-time may elect either:

- (a) to have a cash payout of 50% percent of the employee's unused Sick Leave Bank, providing the employee qualifies under **16.04** above.
- (b) to have the accumulated number of hours banked for utilization in accordance with the Article **16**.

16.07 Medical and Dental Appointments

The Employer will provide up to one day with pay annually to each full time employee, which may be used for medical, dental or other health professional appointments, subject to notification of and approval by the employee's Immediate Supervisor. Employees are encouraged, where possible, to schedule appointments for off hours.

This appointment allotment is not cumulative from year to year.

Such time is to be recorded as Medical Appointment.

Upon exhaustion of this allotment, all subsequent medical, dental or other health professional appointments shall be deducted from the employee's sick leave time, and recorded as sick leave.

16.08 In the event that an employee is required to provide immediate or temporary care for an ill or injured spouse (including common law and same sex partner), dependant child, or parent, the employee shall be entitled to take up to ten days of unpaid leave per year for this purpose. Time off under this Article satisfies the entitlement under the **Employment Standards Act**. Up to two of those can be paid using an employee's sick credits provided under Article **16.01**. The circumstances giving rise to the use of these credits for the purposes of this clause are to be discussed between the employee and employee's supervisor.

ARTICLE 17 - NO DISCRIMINATION

- 17.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her/his membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her/his rights under the Collective Agreement.
- 17.02 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, sexual orientation, nationality, ancestry, place of origin, residence, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.

ARTICLE 18 - NO STRIKES OR LOCKOUTS

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

ARTICLE 19 - PENSION PLAN

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

ARTICLE 20 - RETIREMENT

- 20.01 All nurses reaching normal retirement age as defined under the Ontario Municipal Employees Retirement System Act shall be obliged to retire from the services of the Employer.

ARTICLE 21 - HEALTH AND WELFARE BENEFITS

- 21.01 (a) The Employer shall pay 100% of the premium costs for full-time nurses for the following benefit plans:
- Maritime Life Supplementary Semi-Private Plan
- Group Life Insurance Plan with coverage of 1 ½ times the nurse's annual salary

Maritime Life Comprehensive Extended Health Plan (\$0.35 deductible per prescription for Generic Drug Plan as provided in Maritime Life EHC Plan, Formulary 3, providing reimbursement for generic medications legally requiring prescriptions and life-sustaining over-the-counter generic medications, except where there is no generic substitute available or the employee's physician specifically prescribes that a generic medication is not to be substituted); Vision Care \$260.00 per 24 months; Hearing Aids \$300.00 per 60 months.

Maritime Life Dental # 9 2002 O.D.A. schedule (Effective 1 January 2004, increase to 2003 O.D.A. schedule); nine (9) month recall for employees and dependants over age 18

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

Maritime Life Supplementary Semi-private Plan

Maritime Life Comprehensive Extended Health Plan (\$0.35 deductible per prescription for Generic Drug Plan as provided in Maritime Life EHC Plan, Formulary 3, providing reimbursement for generic medications legally requiring prescriptions and life-sustaining over-the-counter generic medications, except where there is no generic substitute available or the employee's physician specifically prescribes that a generic medication is not to be substituted); Vision Care \$260.00 per 24 months; Hearing Aids \$300.00 per 60 months

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

Maritime Life Supplementary Semi-private Plan

Maritime Life Comprehensive Extended Health Plan (\$0.35 deductible per prescription for Generic Drug Plan as provided in Maritime Life EHC Plan, Formulary 3, providing reimbursement for generic medications legally requiring prescriptions and life-sustaining over-the-counter generic medications, except where there is no generic substitute available or the employee's physician specifically prescribes that a generic medication is not to be substituted)

Maritime Life Dental # 9 2002 O.D.A. schedule (Effective 1 January 2004, increase to 2003 O.D.A. schedule); 9 month recall for employees and dependants over age 18; Vision Care \$260.00 per 24 months; Hearing Aids \$300.00 per 60 months.

- 21.03 Nurses on leave of absence without pay in excess of four (4) calendar weeks shall assume the total cost of premiums for Ontario Health Insurance Plan, Maritime Life Supplementary Semi-private Plan, Maritime Life Dental Plan #9, Comprehensive Maritime Life 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.

21.04 Nurses who do not wish to participate in the Ontario Health Insurance Plan, Maritime Supplementary ~~Semi-Private~~ Plan, Maritime Life Dental#9, and the Comprehensive Maritime Life Extended Health Plan (\$0.35 per prescription plan) must submit written evidence of suitable coverage to the Director, Corporate Services.

21.05 Weekly Indemnity/Long Term Disability (W.I./LTD)

The Employer is prepared to assist the Association in implementing and maintaining an employee paid plan. The Association's request for a payroll deduction in this matter can be accommodated by the current payroll system.

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

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

Vision Care in the amount of One Hundred and Twenty Dollars (\$120.00).

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

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

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

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

ARTICLE 22 - SCHEDULES

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 Board will use recent related experience as a guide in slotting newly hired employees on the salary scale. Claim for recent related nursing experience, if any, shall be made in writing by the new employee to the appropriate Director at the time of hiring. Having established satisfactory proof of recent related nursing experience, the Board of Health shall apply the following practice governing experience credits as recommended by the appropriate Director and the approval of the Medical Officer of Health, effective the date of hire.

1. Public Health Nurses will receive one incremental level for each full year of public health nursing experience earned at an officially recognized Public Health Agency, not to exceed the fifth increment level on the Public Health Nurse Salary Scale.
2. 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.
3. Registered Nurses will receive one increment level for each full year of Registered Nurse recent experience earned at an officially recognized nursing facility, not to exceed the fifth increment level on the Registered Nurse Salary Scale.
4. 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.
5. Officially recognized Public Health Agencies or nursing facilities as outlined in sub-sections 1, 2 and 3 would include all Public Health Units, Public Health Departments and hospitals in the province of Ontario and other agencies as approved by the Medical Officer of Health.

22.04 Promotion

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

22.05 A nurse who holds a Temporary or Provisional Certificate of Competence as a registered nurse shall be paid a rate of 80% of the part-time RN start rate. When the nurse obtains a General Certificate of Competence, the nurse shall be given the salary of the appropriate classification as provided in this Agreement effective the

commencement of the first pay period after the date on which the nurse presents proof of obtaining the General Certificate of Competence to the nurse's manager

- 22.06** A nurse who is placed on standby shall be paid **\$2.90** per hour for each hour of such duty. A nurse on standby who is called at home shall be paid **1 ½ times** the nurse's regular straight time hourly rate for all time spent on telephone call(s) and related work in excess of **15** minutes.

ARTICLE 23 - PAY DAYS

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

ARTICLE 24 - BULLETIN BOARDS

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

ARTICLE 25 - AMENDMENT OF AGREEMENT

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

ARTICLE 26 - TRANSPORTATION

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

Transportation Allowance

- 26.02** The parties agree that for the period commencing December **1, 2000**, nurses will be paid thirty-three cents (**\$.33**) per kilometre.

ARTICLE 27 - CESSATION OF EMPLOYMENT

- 27.01** Nurses who are listed or eligible to be listed on the First Public Health Nurses or Registered Nurses Seniority List shall give at least four (**4**) calendar weeks written notice on resignation.

ARTICLE 28 – DEFINITIONS

- 28.01 A full-time nurse shall mean a permanent nurse who is normally scheduled to work thirty-five (35) hours a week.
- 28.02 A part-time nurse shall mean a permanent nurse who is normally scheduled on a predetermined basis for less than thirty-five (35) hours a week.
- 28.03 A Probationary Nurse shall be a nurse who has not completed the probationary period.
- 28.04 A Public Health Nurse shall mean a nurse who is qualified as prescribed by the Health Protection and Promotion Act, and is employed as such.
- 28.05 A Nurse Practitioner shall mean a registered nurse (extended class) as established by the College of Nurses of Ontario, and is employed as such.
- 28.06 (a) Temporary Employees
- (i) A temporary employee may be hired for a specific term not to exceed six months, or to replace an employee who will be on an approved leave of absence, absence due to workplace injury, long-term disability, or to perform a special non-recurring task or project.
 - (ii) The specific term may be extended by a further six months on mutual written agreement of the Union, employee, and the Employer.
 - (iii) The release of a temporary employee during or at the conclusion of the term shall not be considered a layoff nor shall it be the subject of a grievance or arbitration. A permanent nurse who holds a temporary position shall revert to the position held immediately preceding the nurse's selection for the limited position upon completion of the limited position.
 - (iv) This Article will not preclude temporary employees from making application for permanent employment.
- (b) A casual nurse is a nurse employed on an as and when needed basis.
- 28.07 A nurse is a person employed by the Employer and who is covered by this Agreement under Article 2 Scope.
- 28.08 Extended Hours are hours scheduled beyond the normal hours of work.

ARTICLE 29 – AGREEMENT

- 29.01 This Agreement shall be in effect until March 31, 2006, 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 - (III) OF THE 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.

SIGNING PAGE

Dated at _____, Ontario, this 30 day of March, 2004.

FOR THE EMPLOYER

FOR THE UNION

Buchanan
Shih-fung
[Signature]

[Signature]
Labour Relations Officer
[Signature] B. DENNIS
Liesel C. Henderson
Laurie Fraser

APPENDIX A

IA SCHEDULE
YEAR/LEVEL

TITLE	Effective Date	01	02	03	04	05	06	07
Public Health Nurse								
	April 1, 2003	24.801	25.951	27.149	28.416	29.748	31.142	32.636
	Date of Ratification	25.297	26.470	27.692	28.985	30.342	31.765	33.289
	January 1 2004	25.676	26.867	28.107	29.419	30.798	32.242	33.788
	October 1, 2004	26.190	27.404	28.669	30.008	31.414	32.886	34.464
	April 1, 2005	26.451	27.678	28.956	30.308	31.728	33.215	34.809
	October 1, 2005	26.980	28.232	29.535	30.914	32.362	33.880	35.505
Nurse Practitioner								
	April 1, 2003				35.521	37.184	38.928	40.794
	Date of Ratification				36.231	37.928	39.707	41.610
	January 1 2004				36.775	38.497	40.303	42.234
	October 1, 2004				37.510	39.267	41.109	43.079
	April 1, 2005				37.885	39.659	41.520	43.509
	October 1, 2005				38.643	40.453	42.350	44.380
Registered Nurse Temporary								
	April 1, 2003	22.636	23.674	24.741	25.894	27.104	27.441	29.762
	Date of Ratification	23.089	24.148	25.236	26.412	27.646	27.990	30.357
	January 1 2004	23.435	24.510	25.614	26.808	28.061	28.409	30.812
	October 1, 2004	23.904	25.000	26.127	27.345	28.622	28.978	31.429
	April 1, 2005	24.143	25.250	26.388	27.618	28.909	29.267	31.743
	October 1, 2005	24.626	25.755	26.916	28.170	29.487	29.853	32.378

The compensation rates set out in this agreement resolve the issue of Pay Equity maintenance to date. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

LETTER OF UNDERSTANDING

Between:

SUDBURY AND DISTRICT HEALTH UNIT

And:

ONTARIO NURSES' ASSOCIATION

Re: Compressed Work Week

INTRODUCTION

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

PRINCIPLES

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

1. Maintains or enhances service levels.
2. Respects collective agreements.
3. Respects Health Unit wide core days: Tuesday and Thursday (division or teams may add Core days) and Health Unit wide core hours on those days are 9:00 a.m. to 4:00 p.m.
4. Maximizes benefit to the team by creating opportunity for as many staff as possible to participate.
5. A plan for adequate coverage is developed and agreed upon by the team.
6. A plan to address any security issues or logistics issues such as access to the building is developed and agreed upon by the team.
7. A team is defined as a group of staff that normally work together and whose work will be impacted by a change in team member's schedule. Therefore, team does not necessarily refer to Program teams, as we currently know them. Teams will be developed and agreed to by the team.

8. Once the items in 1 to 7 above have been developed and agreed to by the team, they will be submitted to the appropriate manager for approval.
9. If a team is unhappy with a decision of their manager, they will have the opportunity to appeal the decision to an appeals committee consisting of the Director of Corporate Services and the Director of Health Promotion. Any employee may submit relevant information to the appeals committee regarding the decision being reviewed.
10. Further, management reserves the right to suspend or adjust CWW arrangements, at any time and with reasonable notice if possible, if any of the principles set out herein are not maintained.
11. Further, staff may choose to withdraw from CWW arrangements, at any time and with reasonable notice if possible.

COMPRESSED WORKWEEK

The compressed workweek model that is available to ONA members is as follows:

1. A compressed workweek shall be the equivalent of working 15 days over three calendar weeks. A member will work an additional 30 minutes each day with every third Monday, Wednesday, or Friday off. The team members will develop and agree to when the 30 minutes will be worked during the day and include the recommendation as part of their proposal to their manager for approval. It is agreed and understood that meal breaks may be adjusted or reduced to no less than 30 minutes. Regular breaks are to be maintained as per the Collective Agreement.
2. Core workdays shall be defined as Tuesday and Thursday. Core work hours shall be defined as 8:30 a.m. to 4:30 p.m. core workdays and core work hours cannot be reduced for the purposes of the compressed workweek.
3. Flextime arrangements as per the Collective Agreement are not to be infringed upon by the compressed workweek.
4. Article 14, "Hours of Work" does not include the incremental 30 minutes per day plus the compensating time off every third Monday, Wednesday or Friday. Therefore, members maintain the right to bank earned time beyond their normal hours of work after the hours related to the compressed workweek have been removed from the calculation.
5. Where the compensating time falls on a Monday, Wednesday or Friday, the team shall develop and agree upon an alternate compensating day and submit the arrangement to their manager for approval.
6. Where a team member is on sick leave and it is an extended day for compressed workweek, the team member's sick leave bank will be relieved for 7.5 hours.
7. Compressed workweeks shall be suspended from the last week of June to the first week of September, December 20 to January 4 and for the week preceding and the week following Easter unless a team proposes an alternative arrangement to their manager for approval.
8. Each team will develop and agree to the number of members that can participate in the

compressed workweek at any one time. Each member shall have the opportunity to express his or her desire to participate in the compressed workweek. If there are more interested members than available for compressed workweek positions then seniority will decide who fills the compressed workweek positions.

CONCLUSION

Either party may request a meeting to address issues arising from this Letter of Understanding. Further, this Letter of Understanding will be reviewed in 12 months. A decision will be made at that time to continue with the compressed workweek as outlined above or to revise this letter to facilitate other compressed workweek arrangements. Either party may discontinue compressed workweek arrangements upon **four** weeks notice.

Dated at _____, Ontario, this 30 day of March, 2004.

FOR THE EMPLOYER

Burkhang

Shah Puri

[Signature]

FOR THE UNION

[Signature]

Labour Relations Officer
B. Dennis

Lisele E. Henderson

Laurie Fraser

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