



COLLECTIVE AGREEMENT

BETWEEN

**VICTORIAN ORDER OF NURSES FOR CANADA-
ONTARIO BRANCH, GREATER KINGSTON SITE**

(hereinafter referred to as the "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290-2**

(hereinafter referred to as the "Union")

(NURSING)

EXPIRES: MARCH 31, 2015

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and the Union; to provide for the prompt settlement of disputes; and to establish and maintain mutually acceptable working conditions, hours of work and compensation for all Union members so as to facilitate the V.O.N.'s and the Union's partnership in the development of health and social policy, the delivery of innovative community-based nursing, and other health care and support services based on the principles of primary health care.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the exclusive right of the Employer to manage and assign the workforce in a fair and reasonable manner subject to the terms of the Collective Agreement. The Union further recognizes the right of the Employer to operate and manage its business in all aspects in accordance to its responsibilities.
- 2.02 The Employer shall not exercise its management rights in such a way as to be in .. violation of any provision of this Collective Agreement.
- 2.03 The Employer retains the sole right to make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Collective Agreement.

The Employer shall make available in each office up-to-date copies of such rules and regulations. The Union will be provided with a copy of such rules and regulations and any amendments thereto.

- 2.04 The Employer has the right to assign work according to the Professional Standards of Practice and VON policies as they apply.

ARTICLE 3 - RECOGNITION AND REPRESENTATION

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all graduate and registered nurses employed in a nursing capacity by the Victorian Order of Nurses for Canada-Ontario Branch, Greater Kingston Site, Counties, save and except Co-ordinators, persons above the rank of Co-ordinator, office and clerical staff.
- 3.02 The parties agree to review all business arrangements and negotiate terms and conditions where payment is only assured, or provided for a time, and purchased by Federal, Provincial or Municipal governments or other sources.

3.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s), with prior notice given to Management, shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.04 Definitions of Employees

(a) Full-Time Employee

An employee who is employed on a full-time basis, who regularly works the normal hours of work as defined in this Collective Agreement.

(b) Part-Time Employee

An employee who is regularly scheduled to work less than the normal hours of work as defined in this Collective Agreement.

(c) Casual Employee

An employee who is employed to work on an irregular non-recurring basis as and when required by the Employer and subject to the employee's availability.

Graduate Nurses are nurses who have:

- applied for the General Class of Registration;
- met all the requirements for the General Class of Registration, except completion of the national registration examination within one year following the date they have applied for General Registration;
- graduated from an approved nurse program within the year immediately preceding the date they applied for General Registration or safely practised nursing in the category requested within the year immediately preceding the date of their application for General Registration;
- returned a signed undertaking to the College of Nurses. Through an "undertaking" or agreement with the College, they agree to practice within specific terms, conditions and limitations, and also the restrictions that apply to all members within the Temporary Class; and
- received a valid Temporary Certificate of Registration from the College of Nurses to work with the Victorian Order of Nurses for Canada-Ontario Branch, Greater Kingston Site.

- 3.04 (c) Where the Graduate Nurse with the Temporary Certificate of Registration does not successfully complete the registration examination within twelve (12) months and or has her/his Temporary Certificate of Registration revoked, she will be terminated and such termination shall not be the subject of a grievance or arbitration procedure.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The parties agree that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, religious affiliation, disability, or any other factor which is not pertinent to the employment relationship. No employee shall be coerced, restrained or influenced on account of membership or activity, inactivity in any labour organization.

The Employer recognizes that no employee shall be subject to personal or sexual harassment. In this spirit, it agrees to notify all employees of its commitment to this principle. Reference to sexual harassment includes Section 6 (2) of The Human Rights Code, Section 6 (3) (a) and (b) of The Human Rights Code. Harassment means engaging in a course of vexatious comments or conduct that is known or ought to reasonably be known as unwelcome. The parties will not permit such behaviour.

- 4.02 The Parties agree that employees in the same-sex relationships shall be deemed to have the same marital and family status as employees who are married or in common-law relationships with respect to all matters covered by this agreement excepting Pension. Should legislation governing pensions change such that the same-sex partners are recognized as spouses then the disclaimer excepting Pension will be waived.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 Within one (1) month of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.
- 5.02 The Employer shall deduct from the pay of every employee to which this Agreement applies any regular dues levied by the Union on its members. In the case of newly hired employees, such deductions shall commence in the pay period following their date of hire. The Union shall notify the Employer, in writing, of any change in the amount of such Union deductions at least forty-five (45) days prior to the effective date of such change.

- 5.03 Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the end of the month following the month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the Secretary-Treasurer of the Local.

In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

- 5.04 The Employer shall list the amount of Union dues deducted from each employee on the employee's annual T-4 slip.

ARTICLE 6 - UNION ORIENTATION

- 6.01 The Employer agrees that an officer of the Union or employee representative shall be allowed a fifteen (15) minute period during regular working hours without loss of pay to orient newly hired employees within the first thirty (30) days of employment. During such orientation, membership forms may be provided to the employee. These orientations shall be scheduled in advance and may be arranged collectively or individually by the Employer. The CUPE Representative will be informed in writing seven (7) days prior to such orientation.

ARTICLE 7 - CORRESPONDENCE

- 7.01 Unless otherwise specified in this Agreement, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Recording Secretary of the Union and/or the CUPE National Representative.

ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE

- 8.01 A Labour-Management Committee shall be established consisting of an equal number of representatives of each party as mutually agreed up to a maximum of three representatives for each party. This committee shall set forth its mutually agreeable terms of reference. The CUPE National Representative may attend such meetings.
- 8.02 Meetings of this Committee shall be held at least every two (2) months as a mutually agreeable time and place. A request for a meeting will be indicated by one letter or note from either party to the other party containing an agenda of subjects to be discussed. Agenda items to be discussed shall be exchanged in writing prior to the meeting.

- 8.03 An employee attending a meeting shall suffer no loss of regular pay from regularly scheduled tours for time spent at such meetings.
- 8.04 An Employer and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.
- 8.05 The Committee shall maintain minutes of all meetings and these shall be signed by the joint Chairpersons as promptly as possible after each meeting. Minute taking will alternate between the parties, opposite to Committee Chair. Copies will be given to the Employer and the Union and a copy shall be posted by the recorder.
- 8.06 The parties agree that matters of mutual concern and interest are topics for discussion at this Committee and will not include matters that are properly the subject of a grievance or negotiations for amendment or renewal of this Collective Agreement.
- 8.07 The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to make any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 - UNION OFFICERS AND COMMITTEES

9.01 Union Bargaining Committee

A Bargaining Committee of the Union shall be appointed to consist of not more than two (2) members of the bargaining unit. The Union will advise the Employer of its appointees and all other members of its Executive. The Employer will advise the Union of its appointees to act on its behalf. An employee who is a member of the Bargaining Committee shall suffer no loss of regular pay from regularly scheduled tours of time spent at negotiation meetings with the Employer up to but not including conciliation.

9.02 Union Officers and Stewards

The Employer acknowledges the right of the Union to elect or otherwise select from the bargaining unit Union Officers and Stewards to assist employees in presenting their grievances to the representative of the Employer.

The Union acknowledges that the Union Officers and Stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without the permission of their immediate supervisor. Permission from the supervisor will not be unreasonably withheld. This does not apply to time spent on such matters outside the regular working hours.

- 9.03 The Union will advise the Employer of the names of the members of the Grievance Committee and Stewards. No more than two (2) members of the Grievance Committee shall meet with the Employer at any time. Nevertheless, no more than one (1) member shall meet without loss of pay, except that at Step 3 no more than one Steward and the President of the Local or her/his designate. The grievor may attend any meeting with the Employer with respect to her grievance without loss of pay.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 10.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she/he has first given her/his immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor within seven (7) calendar days after the circumstances giving rise to it has occurred or ought reasonably to have come to the attention of the employee and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within seven (7) calendar days following advice of her/his immediate supervisor's decision in the following manner and sequence:

Step 1

The employee may submit a written grievance, signed by the employee, to her/his immediate supervisor and a Union representative or Steward. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver her/his decision in writing within seven (7) calendar days following the date on which the grievance was presented to her/him. Failing settlement, then:

Step 2

Within seven (7) calendar days following the decision under Step 1, the Union may submit the written grievance to the Executive Director, or her/his designate, who will deliver her/his decision in writing within seven (7) calendar days from the date on which the grievance was presented to her/him. A meeting will then be held between the Executive Director, or her/his designate, and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a National Representative of the Union and the grievor may be present at the meeting. The decision of the Executive Director shall be delivered in writing within seven (7) calendar days following the date of such meeting. A copy of the grievance reply will be provided to the National Representative of the Union.

10.02 Step 2 Continued

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration within thirty (30) calendar days of receipt of the written response from the Executive Director.

10.03 Policy or Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

10.04 The time limits specified in the Grievance and/or Arbitration Procedure may be altered upon mutual agreement of the parties to this Collective Agreement in writing.

ARTICLE 11 - ARBITRATION

11.01 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee, as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

11.02 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance save and accept the appointment of a Mediator/Arbitrator pursuant to the Ontario Labour Relations Act.

11.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

11.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

11.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

- 11.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 11.07 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discharge and Discipline Procedure

The release of a probationary employee 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 a probationary employee is released for:

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

A claim by an employee who has completed her/his probationary period that she/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date of discharge or suspension is effected. An employee shall have the reason(s) for such discharge or suspension given in the presence of her/his Steward or Union Representative.

The Employer agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension.

Where the Employer intends to discipline an employee, the Employer will so notify the employee in advance in order that the employee may contact her/his Steward or Union representative to be present, if they wish to do so.

Should the employee not contact their Steward or Union Representative, the interview will proceed with the employee and Employer alone. However should the employee decide that Union representation is desired, the interview will be suspended until the Steward or Union Representative can make themselves available.

In all cases of discipline outside the probationary period, the Employer shall subscribe to the principle of progressive discipline.

12.02 Right To Have A Steward Present

At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her/his Union representative. In the case of suspension or discharged, the Employer shall notify the employee of this right in advance.

12.03 Personnel Records

A copy of any completed performance appraisal which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such performance appraisal and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. A copy of any document referred to in this article will be sent to the Union at the employee's request.

Upon request and after having given reasonable notice, an employee may review her/his file in the presence of her/his supervisor or designate and be provided with a copy of any document contained therein.

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for eighteen (18) months.

No document shall be used in disciplinary proceedings against an employee where it has not been brought to the employee's attention at the time of the occurrence giving rise to said occurrence.

ARTICLE 13 - SENIORITY

- 13.01 (a) Seniority for full-time employees shall be defined as length of continuous service with the Employer since the date of last hire. Seniority for part-time and casual employees shall be based on paid hours accumulated with the Employer since date of last hire and seventeen hundred and twenty-five (1725) working hours equals one (1) year of service for part-time and casual employees.
- (b) In the event a full-time employee obtains a part-time position or casual position, or vice versa, the employee will transfer their seniority to the part-time or casual employee position, or vice versa, on the basis of one (1) year of full-time service equals seventeen hundred and twenty-five (1725) hours of part-time or casual employee service.
- (c) Seniority, unless otherwise specified, shall operate on a bargaining unit wide basis.

- 13.02 The Employer shall maintain separate seniority lists for full-time and part-time staff according to the office in which the employee works showing the current classification and seniority date for all employees. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January and July of each year and in the event of a lay-off notice.
- 13.03 (a) The probationary period for full-time employees shall be six (6) months worked from the last date of hire. After completion of the probationary period, seniority shall be effective from date of hire. Part-time employees shall be considered to be on probation for a period of six (6) months or eight hundred and sixty-two and one-half (862½) hours of work (whichever comes first). Casual employees shall be considered to be on probation for eight hundred and sixty-two and one-half (862 ½) hours of work.
- (b) At the midpoint of the probationary period, a written formative review of the employee's performance will be conducted. The remainder of the probationary period will give the employee the opportunity to improve any deficiencies in performance before the summative review.
- (c) Upon completion of the probationary period, the employee will be paid at the regular straight time hourly rate up to a maximum of three (3) days for hours worked in orientation.
- 13.04 Seniority shall be retained and accumulated (prorated to reflect time worked) when an employee is absent from work under the following circumstances:
- (a) when on leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
- (c) when in receipt of paid sick leave and/or LTD benefits for the first twenty-four (24) months while in receipt of LTD benefits;
- (d) when in receipt of Workplace Safety & Insurance Board benefits for an injury sustained while in the employ of the Employer;
- (e) when on pregnancy or parental leave in accordance with the Employment Standards Act.

- 13.04 (f) when on medically approved sick leave, employees not eligible for sick pay may accumulate seniority hours using the posted schedule or commitment level as a guideline.
- 13.05 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:
- (a) when on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
 - (b) when absent due to illness after sick leave credits have been exhausted and/or while in receipt of LTD benefits which do not qualify under 13.04 (c);
 - (c) for a period of lay-off of less than twenty-four (24) months after lay-off commenced;
 - (d) when in receipt of Workplace Safety & Insurance Board benefits, under circumstances other than those mentioned in Article 13.04 (d).

13.06 Loss of Seniority

Seniority shall be lost and employment deemed to be terminated when an employee:

- (a) resigns in writing and does not withdraw within two working (2) days;
- (b) is absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Employer of such absence and without providing a satisfactory reason(s) to the Employer;
- (c) utilizes a leave of absence for a purpose(s) other than that for which it was granted;
- (d) fails to report for work upon the expiration of a leave of absence, vacation or suspension, except under circumstances beyond the employee's control;
- (e) fails, upon being notified of a recall, to signify her/his intention of returning to work within five (5) working days of the notice of recall posted by registered mail to the last known address on file with the Employer and fails to report to work within five (5) working days after she/he has received the notice of recall or such further period of time as may be agreed upon by the parties, except in circumstances beyond the employee's control.
- (f) retires;
- (g) after twenty-four (24) months on lay-off.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 When a vacancy occurs within this bargaining unit and the Employer determines to fill such vacancy or when the Employer determines to increase the number of employees within this Bargaining Unit, the Employer shall post notice of the vacancy for seven (7) calendar days and announce notice of the position on the voice mail system, which will remain for a period of seven (7) calendar days for the purpose of permitting any member of the Bargaining Unit to make an application thereto. Such notice shall contain information concerning the nature of the position, qualifications, hours of work, and salary range.

Any employee may submit written application for such vacancy within the above mentioned seven (7) calendar days.

- 14.02 (a) The Employer will consider request for transfer in accordance with Article 14.03 prior to posting the vacancy.
- (b) An employee who files a request for transfer shall also file a copy with the Union Recording Secretary.
- (c) Any request for a transfer pursuant to this Article shall be valid only for a period of six (6) months, unless renewed by the employee during that period.
- 14.03 In the matters of vacancies, qualifications, skills and ability shall be considered and where they are relatively equal, then seniority shall govern. The Employer shall post the name of the successful applicant to the posting within seven (7) calendar days of the decision. Any unsuccessful applicant may, within a further seven (7) calendar days, arrange to meet with the interviewers for feedback regarding the reasons she/he was the unsuccessful applicant.

14.04 Trial Period

The successful applicant shall be notified within a reasonable amount of time following the end of the posting period. The successful applicant shall be placed on trial for a period of sixty (60) working days from the time the new duties are assumed. Conditional on satisfactory performance during such a trial, the appointment shall be confirmed after the trial period. In event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to revert, he/she shall be returned to his/her former or equivalent position without loss of seniority, and at his/her former salary rate. Any other employee, promoted or transferred because of the rearrangement of positions, shall also be returned to his/her former or equivalent position without loss of seniority, and at his/her former salary rate.

14.05 Temporary coverage for absences from work will be offered to employees in the following manner:

- (a) Temporary absences will be posted and filled according to the provisions of the Collective Agreement.
- (b) Absences expected to be sixty (60) calendar days or more and all maternity/parental leaves, where replaced, will be posted and filled according to the provisions of the Collective Agreement.
- (c) If the position cannot be filled internally, then the Employer may fill the position from outside the bargaining unit.
- (d) Employees assigned to temporary full-time employment through the application of this provision will maintain their part-time status.
- (e) Employees newly hired to fill temporary vacancies may be terminated and such termination shall not be the subject of a grievance or arbitration. If, however, such employee is successful in obtaining a permanent position in the bargaining unit, the employee will be credited with seniority from the date of hire subject to successfully completing her/his probationary period.
- (f) The length of temporary employment may be extended by mutual agreement of the Union, the employee and the Employer.
- (g) Employees in a current temporary position may be eligible for and/or may apply for additional temporary positions which will commence after the completion of the current temporary position.

14.06 When the Employer introduces new equipment and nurses are required to utilize that equipment in the course of their duties, those nurses shall receive training and ongoing education in order to optimize their efficiency with the new equipment. The Employer will endeavour to provide that training and/or ongoing education during work hours.

When computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Employer agrees that the necessary computer training will be provided at no cost to the nurses involved.

ARTICLE 15 - LAY-OFFS

- 15.01 (a) When there is a reduction in the normal hours of work or in the workforce resulting in a surplus of employees and the Employer intends to conduct a lay-off, it shall lay-off subject to the following.

It is understood that the cancellation of a tour is not a lay-off. It is also understood that a casual employee has no lay-off or recall rights. It is also understood that in all cases of lay-off, the employee displacing another employee must be qualified and able to meet the requirements of the position subject to a reasonable orientation period. In all cases of lay-off, the employee being displaced must be less senior. An employee may choose to accept lay-off instead of displacing another employee.

15.02 Notice

In the event of a proposed lay-off of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (a) provide the Union with written notice of the proposed lay-off or elimination of position. The period of notice shall be the lessor of four (4) months or the period of notice provided to VON by CCAC less than one (1) day; and (it is understood that the Union will be informed immediately in writing of any changes in notice provided to VON by CCAC).
- (b) provide to the affected employee(s), if any, no less than eight (8) weeks written notice of lay-off, or pay in lieu thereof.

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

15.03 Lay-off and Recall

- (a) When a reduction in the workforce is initiated, the Employer shall lay-off employees in the reverse order of seniority as follows:
- (i) within the affected team or geographic area, if applicable, then
 - (ii) within the bargaining unit.

- 15.03 (b) An employee who is subject to lay-off other than a lay-off of a permanent or .. long-term nature, and is in receipt of notice of lay-off pursuant to Article 15.02 shall have the right to:
- (i) accept the lay-off, or
 - (ii) opt to retire, or
 - (iii) displace a less senior employee as follows.
- (c) A full-time nurse may displace another full-time nurse who is:
- (i) the least senior within the affected scheduling team in the global team.
 - (ii) the least senior in another scheduling team in the global team or, the least senior in another like scheduling team within the bargaining unit;
 - (iii) the least senior in the bargaining unit;
 - (iv) displace the least senior part-time employee within her scheduling team instead of exercising her rights under (c) (i)-(iii) above. Such nurse shall select a commitment of an average of 2, 3, or 4 tours per week over the scheduling period. Such nurse then relinquishes her recall rights back to full-time;
 - (v) After Steps (c) (i)-(iii) above have been exhausted a full-time employee may displace a part-time employee following the Steps (c) (i)-(iii) above.
- (d) A part-time employee may:
- (i) Displace another part-time employee by following the steps described in (i)-(iii) above. A part-time employee shall not displace a full-time employee.
- (e) Notwithstanding the above the Employer and the Union may mutually agree to a different method of lay-off.
- (f) Employees shall be recalled in order of seniority provided the employee is qualified and able to perform the work subject to a reasonable orientation period.
- (g) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

15.03 Continued

- (h) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (i) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her/his proper address being on record with the Employer.
- (j) Nurses who have been laid off will be required to return to work within seven (7) calendar days of receiving a notice of recall. Notice of recall will be by registered mail. The seven (7) calendar days may be extended to fourteen (14) calendar days if the nurse has obtained an alternate job and must give two (2) weeks notice to her other Employer.
- (k) Employees on lay-off shall be given preference for temporary vacancies provided they are qualified to do the work.

15.04 An employee who is laid off may continue to participate in the applicable benefit plans until the end of the month with the Employer paying its applicable share for that month in which the lay-off occurs pending the approval of the carrier. Thereafter, an employee may continue to participate in benefit plans, at their request and sole expense, provided that they make the arrangement for payment, that the lay-off not exceed one (1) year, and that the carrier approve continuation.

ARTICLE 16 - HOURS OF WORK

The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the employee schedule and shall not be construed to be a guarantee of work to be performed on each tour or during each work schedule.

16.01 The normal average of bi-weekly hours of work shall be seventy-five (75) hours, exclusive of one (1) hour daily unpaid meal break. All employees shall work in accordance with tour schedules as determined by the Employer to meet client needs and ensure the efficient operation of the Branch. The normal hours per tour shall be seven and one-half (7½) hours, exclusive of a daily one (1) hour unpaid meal break.

16.02 Regular tours for all employees will be scheduled within the following parameters:

- (a) no tours shall commence earlier than 7:00 nor finish later than 23:00 hours;
- (b) no schedule shall include any split shifts;
- (c) should the need arise to permanently create a new tour, the tour option will be posted. However, should the need arise to temporarily meet the needs of the office, a voluntary alternate tour can be mutually agreed to between the employee and her/his Manager.
- (d) The Employer shall endeavour not to schedule an employee to work less than four (4) hours. It is understood that such schedule is not a guarantee of work or pay on such tour. It is further understood that the Employer may require an employee to perform single visits, if required, in order to meet the needs of the client.
- (e) A tour is defined as seven and one-half (7½) hours (Article 16.01).

Tours will be assigned first to full-time nurses and then to part-time nurses in descending order of seniority. Consideration for assignments will include geography, skill sets and visit requirements.

- 16.03 (a) The work schedule shall be posted December 1st for January and February, February 1st for March and April, April 1st for May and June, May 1st for July, August, and the 1st week of September, August 1st for September and October, and October 1st for November and December. The Employer shall provide as much notice as is reasonably possible if there is a requirement to change the schedule. It is understood that the nature of the work is conducive to short term fluctuations. Requests for time off may be given up to the 10th of the month, prior to the schedule being posted.
- (b) A full-time employee shall be scheduled seven and one-half (7½) hours per day. If these hours are shortened due to client circumstances, the employee will be given the opportunity to maintain her/his hours by accessing work assigned to part-time employees, subject to visit requirements, take leave of absence, or accept additional work within the scheduling period in order to make up her/his normal hours of work.
 - (c) Effective the ratification of this Collective Agreement, all full-time and part-time employees shall be scheduled one (1) weekend in three (3), unless mutually agreed otherwise between the Employer and the nurse. The Employer may create term positions that require weekend work every weekend and permanent positions that require weekend work every other weekend.

16.03 Continued

- (d) An employee shall not be scheduled to work more than seven (7) consecutive tours unless mutually agreed between the Employer and the employee.
- (e) No employee will be scheduled by the Employer without a twelve (12) hour break between tours unless mutually agreed between the Employer and the employee.
- (f) All nurses working in day visiting nursing regardless of their scheduling team shall rotate through a schedule of on call assignments subject to the following conditions:
 - (i) the on call schedule shall be posted at the time as the regular schedule to cover the same period;
 - (ii) all scheduling shall be done by the Employer unless otherwise mutually agreed;
 - (iii) employees on call will be scheduled at least seven and one-half (7½) hours on the day the on call assignment begins and at least four (4) hours on the day the on call assignment finishes;
 - (iv) a full-time employee shall not be scheduled to be on call if she is not scheduled to work the next day;
- (g) The part-time commitment shall be an average of either two (2), three (3) or four (4) tours per week during the scheduling period as determined by the Employer when hired. All part-time employees shall be scheduled an average of two (2) tours per week during the scheduling period prior to the scheduling of additional tours up to the level of commitment. The Employer shall endeavour to schedule such additional work up to the level of commitment on the basis of seniority in the scheduling team.
- (h) For vacation scheduling purposes, the number of vacation days and working days per posted schedule will not exceed the level of commitment.
- (i) Casual employees shall not be scheduled to work until all available hours have been offered to part-time employees as per Article 16.03(f). Casual employees will not be regularly scheduled for more than twenty-four (24) hours per week.

- 16.03 (j) The normal scheduling restrictions shall be waived during Christmas period from December 15 to January 10. An employee who works Christmas and Boxing Day shall be scheduled four (4) consecutive days off covering New Year's Eve and New Year's Day, unless mutually agreed between the Employer and the nurse. Such days off shall be provided through a combination of designated holidays and days off. The Employer will endeavour to schedule four (4) consecutive days off for each employee at either Christmas or New Year's. Time off at Christmas and New Year's will alternate from year to year for all employees. Exchanges made between employees will not be considered in the scheduling of Christmas and New Year's the following year.
- (k) A PRN calendar will be posted monthly on which employees indicate additional tours for which they are available beyond their regular commitment and prepared to work on a "short notice" basis in the categories of days, evenings, and palliative care. Short notice is defined as sixteen (16) hours or less prior to the commencement of a tour. Such work shall be awarded by seniority, subject to visit requirements. Employees having indicated availability shall be committed to work unless they notify the Employer by noon on the day before they have indicated availability.
- (l) Notwithstanding (k) above, available tours will be offered first to those nurses whose tour(s) have been cancelled, in order of seniority, subject to visit requirements.

16.04 Tour Cancellation

- (i) Casual visiting nursing employees will be cancelled prior to any other nursing employee.
- (ii) Part-time nurses will be cancelled next, by reverse order of seniority, within each scheduling team.
- (iii) Part-time nurses who are in a term full-time position will be cancelled next.
- (iv) The Employer shall notify an employee at their home telephone number of cancellation of a scheduled tour of duty, not less than twelve (12) hours prior to the commencement of the scheduled day tour and not less than three (3) hours prior to the commencement of the scheduled evening tour. If the employee can not be reached at home the message will be left on their Voice Mail. If the employee's Voice Mail is full and cannot be accessed the Employer shall note the time of the attempt to leave notification of the cancellation and shall have no further obligation to try and contact the employee nor shall the employee be eligible for cancellation pay solely as a result of the Employer's inability to access her Voice Mail.

16.04 Continued

- (v) Last to be cancelled are nurses scheduled to work before or after on call assignments. In the event that a casual nurse has agreed to take "on call" and cancellation of a nurse is necessary due to lack of work, the "on call" assignment will be offered to the part-time nurse(s), in order of descending seniority, who would otherwise be cancelled. If all decline to take the "on call" assignment it will be returned to the casual nurse and that nurse will then be protected from cancellation and the regular part-time nurse(s) will be cancelled.
- (vi) An employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of three (3) hours pay at their regular straight time hourly rate.

In the event of severe weather, such as freezing rain or snow, or any other act of nature beyond the control of the Employer, employees will only be paid for time actually worked. Full-time employees may make up any time so lost if they so choose.

16.05 FLEXTIME

Employees may request flexible work schedules within the following parameters:

- (i) Prior approval must be received from the Manager.
- (ii) Core hours are defined as 0800 to 1630 hours.
- (iii) Starting time may not be earlier than 0700 hours and finishing time may not be later than 2100 hours.
- (iv) The maximum working period each day (excluding the meal break) shall not exceed ten (10) hours.
- (v) Any time off in accordance with such a flexible working schedule shall be taken at a mutually convenient time within the current or following pay period.
- (vi) Any day of leave authorized under Article 21, any day of sick leave, recognized holiday or vacation day shall be considered as a seven and one-half (7½) hour day.
- (vii) Any employee working in excess of seven and one-half (7½) hours per day shall be excluded from the provisions of Article 17, except where, unexpected circumstances cause the nurse to work in excess of her planned day, the nurse will be paid overtime premium in accordance with Article 17.01.

16.05 Continued

- (viii) A request by an employee for a schedule other than core hours must be evaluated objectively by the supervisor, taking into consideration the operational requirements of the services and the impact such a schedule would have on the work of the other employees.
- (ix) A request for a flexible working schedule shall not be refused without a clear explanation to the employee of sound reason, which prevents approval.
- (x) A change to the work schedule may be required by the Employer under these same parameters.
- (xi) The maximum prescheduled total working time over a bi-weekly pay shall not exceed eighty-two and one-half (82½) hours.
- (xii) A minimum of two (2) weeks' notice will be provided by the party requesting the change.

ARTICLE 17 - OVERTIME AND EVENING PREMIUM

17.01 Time authorized to be worked in excess of seven and one-half (7½) hours per day or eighty-two and one-half (82½) hours in a bi-weekly pay period shall be considered overtime and shall be worked at the option of the individual nurse. Overtime shall be paid at the rate of time and one-half the employee's regular rate of pay. The Employer and the employee may mutually agree to time off instead of pay. Twenty-two and one-half (22 ½) hours may be banked.

17.02 Call Back Pay Guarantee

An employee who has completed her regular tour and is required by the Employer to report back to work before the commencement of her next tour shall receive time and one-half for additional hours worked. The Employer and the employee may mutually agree to time off instead of pay.

17.03 Evening Premium

An employee who is scheduled to work on evenings or nights shall receive a premium of seventy-five cents (75¢) per hour where hours worked fall between 1700 hours and 0800 hours.

17.04 Charge Nurse Pay

An employee designated as Charge Nurse shall be paid a premium of ten dollars and fifty cents (\$10.50) per tour in addition to their regular rate of pay.

17.05 On Call Pay

An employee who is scheduled to be available on an on call basis shall receive fifteen dollars (\$15.00) for each fifteen and one-half (15½) hours assigned.

17.06 Weekend Premium

Effective the date of ratification, an employee shall receive a weekend shift premium of seventy-five cents (\$0.75) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 18 - PAID HOLIDAYS

18.01 The Employer agrees to recognize the following paid holidays:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Family Day |

In addition there will be one (1) floating holiday.

18.02 A full-time employee required to work on any of the above holidays will be paid one and one-half (1½) times her regular straight time hourly rate of pay. In addition, she will receive a lieu day off at her regular rate of pay. Such lieu day off will be scheduled at a time mutually agreeable to the full-time employee and her Supervisor or designate and within sixty (60) calendar days following the holiday, or within thirty (30) calendar days preceding the holiday.

18.03 A part-time employee will be paid at time and one-half (1½) for all hours worked on any of the holidays listed in Article 18.01.

18.04 If any of the above holidays occur during a full-time employee's vacation then such employee shall have the affected vacation day re-scheduled.

ARTICLE 19 - VACATION

- 19.01 All full-time employees shall receive vacations with pay based on length of full-time continuous service as follows:
- (a) one (1) or more years of continuous full-time service are entitled to three (3) weeks' vacation per year.
 - (b) three (3) or more years of continuous full-time service are entitled to four (4) weeks' vacation per year.
 - (c) fifteen (15) or more years of continuous full-time service are entitled to five (5) weeks' vacation per year.
 - (d) twenty-five (25) or more years of continuous full-time service are entitled to six (6) weeks' vacation per year.
 - (e) Casual and part-time employees will receive six percent (6%) vacation pay based on a percentage of her/his gross salary for work performed.
- 9.02 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her date of separation, it is being understood and agreed that the employee will provide at least two (2) weeks' notice of termination exclusive of statutory holidays and vacations.
- 19.03 Where an employee's vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of serious illness may be considered sick leave. The portion of the interrupted vacation that is approved as sick leave shall be re-scheduled. Such employee is required to notify the Employer as soon as reasonably possible under the circumstances and shall co-operate with the Employer by providing a medical certificate if required.
- 19.04 The vacation period shall be from January 1 to December 31 in each year and insofar as it is practical to do so, having regard to the necessity of maintaining the efficient operation of the Employer, employees who submit their written requests prior to March 1 shall be granted vacation periods in accordance with their seniority within their Scheduling Team. Employees shall have the right to split their vacation entitlement into periods of one (1) week or more. The Employer may grant the utilization of single vacation days up to a maximum of five (5) days per fiscal year. Any unused vacation entitlement as of December 31 in any calendar year will be paid to the employee as soon as it is practical thereafter, unless the employee has received authorization to carry over vacation to the next vacation year. The Employer will advise each employee of their vacation entitlement during the first week of February in each year. Staff self-schedule vacation, using a vacation planner, in descending order of seniority.

19.04 Continued

The Vacation Planner will be posted a minimum of two weeks after the entitlements are provided to the employees. There will be separate vacation planners by program, department or functional area as appropriate. Each staff member will have one designated day for having access to the appropriate vacation planner. The list of employees and their designated selection day will be posted with the seniority lists prior to the circulation of the Vacation Planners. Designated selection days will be Monday - Friday, excepting statutory holidays, with the first selection day being two weeks after the posting of the seniority and selection date lists. In the event of a planned absence on the designated date for access to the vacation planner, the affected staff member may:

- ☛ contact her Manager, Nursing Services or Manager, Human Resources and Operations or her designate; and
- ☛ leave detailed, written choices with dates clearly indicated, in order of preference with the appropriate Manager.

It is understood that if none of the specified choices remain available the Manager will not make alternate choices on the staff member's behalf. When the staff member returns to work she may have access to the planner at that time, but may not displace anyone who has already made their choice.

- 19.05 (a) For the purpose of vacation, the twelve (12) weeks ending with the week in which Labour Day occurs shall be considered Prime Time.

ARTICLE 20 - SICK LEAVE PROVISION

20.01 Sick leave benefits for full-time employees shall be earned at the rate of one and one-half (1½) days per month to a maximum of one hundred and twenty (120) days.

- 20.02 (a) The Employer shall advise each employee of their sick leave entitlement by the end of January in each year.
- (b) Employees are required to contact their supervisor or branch messaging service as soon as possible to notify when they are absent from work due to sickness.
- (c) In the matter of all sick leave, employees shall contact their immediate supervisor on the first day of absence to indicate approximately when they expect to resume duty. Where the status of an employee's illness or prognosis for recovery subsequently changes, the employee shall communicate this information to the immediate supervisor. In any event, the employee will confirm their intent to return to work with their manager or his/her designate on the day prior to their first day back to work, by 14:00 hours.

20.03 Compassionate Leave

When no one other than an employee can provide for the needs of an immediate family member (parent, child, sibling and spouse) who is suffering from a critical illness requiring hospitalization or is terminally ill, the Employer will co-operate by accommodating scheduling and providing a leave of absence without pay. In addition such employee may qualify for a maximum of two (2) days compassionate leave in total per fiscal year with pay. Such employee shall co-operate with the Employer by providing as much notice as possible and details surrounding the circumstances of the immediate family member.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Leaves of absence without pay for full-time and regular part-time employees may be granted for personal reasons to support situations such as self-development, extended vacation and other special and compassionate reasons. While the Branch will grant leaves whenever possible, such leaves are not an entitlement. Approval will be based on workforce requirements within the organization. Such requests are to be made in writing to the appropriate Supervisor or her/his designate at least three months prior to the requested commencement of leave in order that employee substitutions may be arranged. Where this is not possible due to the nature of the request, consideration will still be given to the leave request.

The request needs to indicate the length of time requested, including the date of departure and return and the reasons supporting the request. If the requested leave is for five (5) or fewer days off, a written reply will be given within fourteen (14) days' receipt of such request (except in cases of emergency) by the immediate supervisor. If the request is for more than five (5) working days but less than 90 days, the request is approved by the Executive Director or his designate, in consultation with the appropriate supervisor.

For leaves of absence of more than three months, the employee shall complete an Application for Personal Leave Without Pay for Over 3 Months Form and the request will need to be approved by the Executive Director or his designate.

Pension Plan contributions cease during the period of leave. Pension service does not accrue during the leave. For absences beyond 30 days the Branch will continue an employee's benefit coverage provided the employee prepays both the employer and employee portion of the premiums required. The employee may continue all existing coverage except Long Term Disability (LTD) for a maximum of

21.02 Pay During Leave of Absence for Union Work or Functions

Leave of absence for Union business shall be applied for in writing by the employee to her/his Department Head providing as much notice as possible with a minimum of at least two (2) weeks prior to the commencement of the leave of absence and the application shall clearly state the length of time she/he shall be away from her/his work and the purpose of the leave of absence.

Leaves will not be unreasonably withheld unless due to circumstances beyond the Employer's control. If the employee has given two (2) weeks' notice and the leave is denied, the Employer will give the reasons for the denial in writing.

In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, educational programs or other Union functions. An employee shall be allowed to make application for leave of absence for Union business. The total of all such absence for Union business shall not be longer than thirty-five (35) days in any calendar year. Not more than two (2) employees shall be eligible for leave of absence for Union business at one time.

When employees are absent from work to attend Union conventions or seminars the Employer will continue to pay such employee her/his regular wages and benefits. The Union will later reimburse the Employer for all wages and benefits.

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without pay but without loss of seniority by the Employer for a period of up to twenty-four (24) months. Employees to whom this provision applies, will not necessarily be returned to their original position and team, notwithstanding article 21.06.

21.03 Bereavement Leave

The following shall be granted:

- (a) A full-time or part-time employee shall be allowed to take up to three (3) days off in the event of the death of a current spouse (also common-law spouse as defined by the Family Law Act, this shall include same sex partners), fiancé, child (adopted or step-relationship), parent, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law, and former legal guardian. Such employee shall receive pay at her/his basic rate for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of death up to and including interment or three (3) calendar days following the death, whichever is greater.

An employee will be granted up to one (1) day as a mourner or if acting as a pall-bearer.

- 21.03 (b) Where extensive travel is required (beyond 500 kilometres one way) or in exceptional circumstances, additional paid bereavement leave of up to two (2) days may be granted at the discretion of the appropriate Supervisor or designate.
- (c) In the case of death of any other person not listed above, the Branch, in its discretion, may grant an unpaid bereavement leave.

21.04 Paid Jury or Court Witness Duty Leave

If a full-time or part-time employee 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 party, or required by subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the employees' duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately of the employee's notification that she/he will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits promptly with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances, and deposits with the Employer an official receipt where available.
- (d) Where the nurse's attendance is not required for the whole day she shall return to work immediately upon her release from duty.

21.05 Employee Funded Leave Plan

The Employer agrees to introduce a prepaid leave program for any permanent full-time employee for a one-year leave of absence and finance the leave through deferral of salary from the previous years in an appropriate amount, subject to the following terms and conditions:

- (a) The period during which salary is held back and accumulated, the amount and year in which the leave is granted and repayment of deferred salary and interest, if any, can be done in one of the following methods:
- (i) Two years deferral of one-third (33%) of annual salary in each year, followed by a one year leave of absence.
- (ii) Three years deferral of one quarter (25%) of annual salary in each year, followed by one year of leave of absence.

- (iii) Four years deferral of one-fifth (20%) of annual salary in each year, followed by one year leave of absence.

21.05 (a) Continued

- (iv) Five years of deferral of one-sixth (16%) of annual salary in each year, followed by one year leave of absence.
- (b) The employee must make written application to the Manager, Human Resources, or her designate stating the intended purpose of the leave at least six (6) months prior to the intended commencement of the program (i.e. the salary deferral portion).
- (c) Written applications will be reviewed by the Manager, Human Resources, or her/his designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be granted according to the operational requirements of the Branch. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of application.
- (d) The number of employees entered into the plan of salary hold-back shall be determined by the Branch in accordance with its staffing requirements but shall not exceed a maximum of two (2) full-time equivalent employees. The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Employer.
- (e) During the years of salary deferral, the percentage of gross annual earnings will be deducted and held for the employee and will not be accessible to her/him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All, if any, benefits shall be kept whole during the years of salary hold-back and the employee shall pay the required premiums. The employee may apply for a continuance of benefits for the year of leave with the exception of Long Term Disability (LTD) for up to six months of the year of leave and must pay both the Employer and the employee portions through the Employer during the year of leave. The continuance of benefits must be approved by the benefits carrier. Sick leave credits will not accumulate during the year spent on leave, nor will paid sick leave be available during such a period.

21.05 Continued

- (i) Participating employees must continue to contribute to the pension plan based on their full salary (i.e., regular basic pay before the salary hold back) during the years of salary hold-back. During the year of leave, the employee's pension will be held in suspension, i.e., no contributions will be made and no service accumulates if leave is other than for approved educational purposes.
- (j) Full-time employees will not be eligible to participate in the long term disability plan during the year of leave.
- (k) Seniority and service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) An employee may withdraw from the prepaid leave plan at any time during the deferred portion provided three (3) months' notice is given the Manager, Human Resources, or her/his designate. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (m) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- (n) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her/him within a reasonable period of time.
- (o) The employee will be reinstated to her/his former position unless the position has been discontinued, in which case she/he shall be given a comparable job.
- (p) Final approval for entry into the prepaid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. This formal agreement shall be in writing and set out the terms of the plan agreed to and the conditions within. It shall include but not be limited to:
 - (i) A statement that the employee is entering the prepaid leave program in accordance with Article 21.05 (c) of the Collective Agreement and;
 - (ii) The period of salary deferral and the period for which the leave is requested.

21.05 (p) Continued

- (iii) The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to form part of this written agreement.

21.06 Pregnancy/Parental Leave

Employees shall be granted pregnancy/parental leave in accordance with the Employment Standards Act.

21.07 Return From Leave

Upon return to work following an approved leave of absence, under Article 21, the employee shall be reinstated to the position they held at the time the leave commenced, if it still exists, or to a comparable position if it does not, at the wage level the employee was earning at the time of the leave.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES22.01 Pay Days

Employees will be paid bi-weekly on Friday by direct deposit in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, and arbitration order or by this Agreement.

22.02 Employees shall be paid according to Schedule "A" of the Collective Agreement.

ARTICLE 23 - TRANSPORTATION

23.01 Effective April 1, 2012, employees required to use their own vehicle to discharge their duties will be reimbursed kilometres travelled at forty cents (\$0.40) per kilometre. Payment will be made for mileage commencing from the first client's home or from the Branch office and terminating at the home of the last client or the Branch office.

ARTICLE 24 - BENEFITS

24.01 The Employer shall contribute towards the premium coverage of full-time participating eligible nurses in the active employ of VON under insurance plans set out below subject to their respective terms and conditions, including any enrolment requirements.

- (a) The Employer agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under Extended Health Care Benefits as provided under the VON National Group Insurance Plan. The balance of monthly premiums are paid by the nurse through payroll deduction.
- (b) The Employer agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Dental Benefits as provided under the VON National Group Insurance Plan. The balance of the monthly premium is paid by the nurse through payroll deduction.
- (c) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible nurses in the active employ of VON for Life Insurance coverage provided under the VON National Group Insurance Plan.
- (d) "Active employee" excludes absences without pay from VON in excess of thirty (30) consecutive calendar days. A nurse on such leave of absence shall be responsible for full payment of the premiums (subject to the agreement of the carrier) set out above for any benefit plans in which she participates for the period of the absence in excess of thirty (30) consecutive calendar days. Such election to continue benefit coverage shall also be in agreement with VON Canada requirements. The nurse shall arrange with VON to prepay the premiums during the period of the leave to ensure her continuing coverage.
- (e) In the case of unpaid leaves of absences because of maternity or parental leave or when a nurse is in receipt of Workplace Safety & Insurance benefits, the Employer will continue to pay its share of the subsidized employee benefits in accordance with the applicable legislation, unless the nurse indicates that she does not wish to continue her participation in the benefit plans in the case of maternity/parental leave of absence.

24.02 A Pension Plan is maintained at a national level for employees.

24.03 Part-time and casual nurses shall receive six and one-half percent (6½%) in lieu of benefits. It is understood that in lieu of benefits includes all benefits paid to full-time nurses except those specifically provided to part-time and casual nurses in this Agreement. It is understood and agreed that pension is included in the percentage in lieu of benefits. Notwithstanding the foregoing, all part-time and casual nurses may enrol in the Pension Plan when eligible in accordance with its terms and conditions. Those employees enrolled in the Pension Plan shall receive three percent (3%) in lieu of benefits.

Note:

All part-time employees enrolled in the pension as of date of ratification will be exempt from this clause and continue to receive six and one-half percent (6½%) in lieu of benefits as well as the Employer's portion of pension.

ARTICLE 25 - HEALTH AND SAFETY

25.01 Health & Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) 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.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his regular or premium rate as may be applicable.

- 25.01 (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observance of all safety rules and practices.
- (h) Pregnant employees may be accommodated by modified duties, if available or by an unpaid leave of absence.

ARTICLE 26 - JOB SHARING

26.01 Definition

One full-time nursing position which shall be staffed equally by two nurses, each sharing the responsibilities of the position according to the conditions of this Agreement.

Job sharing partners will be within the employment category of "Part-time, Half-time or Greater", in accordance with VON Canada Core Personnel Policies.

This Agreement shall be subject to annual renewal.

26.02 Seniority

Seniority shall be calculated by hours of service with the Branch. Each job sharing partner shall be included on the appropriate full-time seniority list at their individual level.

26.03 Salary

One-half (½) of full-time hours (nine hundred and seventy-five (975)) hours annually) will be worked by and paid to each partner.

If a partner accesses additional hours of work (in excess of the scheduled job share hours), she will be paid at her regular hourly rate, plus current Branch "in lieu of benefits" percentage, excluding that percentage paid in lieu of vacation benefits.

Each partner is entitled to one-half (½) of the statutory holidays provided to full-time staff.

For statutory holidays worked, provisions will be as for full-time staff. Statutory holidays not worked will be paid as a portion of regular salary.

Salaries are determined independently for each partner in accordance with current Branch policies and salary grids.

Salary increments are based on accumulation of one thousand nine hundred and fifty (1,950) hours of service from date of last increment date and are determined individually for each partner.

26.04 Scheduling

Job share partners will submit a monthly schedule of their working days to the scheduling office.

One-half ($\frac{1}{2}$) of full-time hours must be worked by each partner within two (2) consecutive pay periods.

Once the schedule is posted all changes must be approved, in writing, by the scheduling office.

A job share position will be scheduled as one (1) full-time position for statutory holidays and weekends and it is incumbent on the partners to divide same equally.

Job share partners will be scheduled as individuals for Christmas and New Year's scheduling.

26.05 Sick Leave Benefits

Any existing sick leave credits accrued by a partner prior to initial entry into a job share will be halved, effective the date the initial agreement to job share commences.

Each partner will accrue sick leave benefits at one-half ($\frac{1}{2}$) of full-time entitlement.

26.06 Planned Absences

Those absences which are requested through the Scheduling Office prior to posting of the monthly schedule, for which a specified return to work date is noted.

The job share partner will be given first opportunity to cover her partner's entire planned absence as additional work.

26.07 Unplanned Absences

The job share partner shall be given first opportunity to cover her partner's short-term unplanned absences as additional work.

26.08 Vacation

Each partner will be entitled to one-half ($\frac{1}{2}$) of full-time vacation entitlement.

he job share partner will be given first opportunity to cover her partner's absence due to vacation as additional work.

26.09 On Call

Job share partners will be scheduled as one full-time position in the On Call rotation. Partners will arrange to alternate calls.

26.10 Case Conferences

Case conferences will be attended by the job share partner scheduled to work that day. The other partner may attend if desired, without pay.

In-Service/Staff Meeting

Each partner will be paid for all mandatory in-services and all staff meetings for which the Executive Director and/or his/her designate has authorized payment.

Outside Conferences

Each partner will follow existing Branch procedure for accessing educational requests.

26.11 Switchover Reporting Time

Reporting time will be unpaid time arranged by the partners at no cost to the Branch.

26.12 VON Canada Group Benefits

Job share partners may access the VON Group Benefits as they are classified "Part-time, Half-time or Greater". Benefits will be pro-rated to one-half (½) of full-time provisions.

Benefits will be pro-rated at a constant rate, regardless of actual hours worked in a pay period.

26.13 Schedule of BenefitsLong-Term Disability

A mandatory benefit. Each job sharing partner is responsible for her own LTD premiums, under the terms in effect for all eligible Branch staff.

Pension

Job sharing partners may participate in the VON Canada Pension Plan if so desired, providing eligibility criteria are met.

26.13 Continued

Dental

Each partner without comparable or better spousal or other equivalent coverage must accept the dental plan as a condition of employment. The employee is responsible for seventy-five percent (75%) of the premium for coverage selected. The Employer is responsible for the remaining twenty-five percent (25%) of the premium.

Medicare (Extended Health)

Each partner without comparable or better spousal or other equivalent coverage must accept the extended health plan as a condition of employment. The employee is responsible for seventy-five percent (75%) of the premium for coverage selected. The Employer is responsible for the remaining twenty-five percent (25%) of the premium.

Group Life Insurance

Each partner is automatically enrolled in the Group Life Insurance Plan as their employment status is "Part-time, Half-time or Greater" under the same terms as are in effect for all eligible Branch staff.

Other Benefits

Other benefits may be available at full premium cost to the employee. Job sharing partners would be eligible for these benefits, if any exist, as their employment status is "Part-time, Half-time or Greater".

26.14 Dissolution of Job Share

The Employer reserves the right to redeploy staff based on the needs of the Branch.

In the event that one partner transfers, resigns, is terminated or requires an extended leave of absence, for example, Long-Term Disability, the decision as to whether the position will continue to be offered as a full-time position or a 0.5 full-time position will be made by Management based on the needs of the Branch.

If the Employer decides to retain the full-time position as a job shared position, then a 0.5 full-time position will be posted utilizing Branch procedure for same.

If the Employer determines the position is to be continued as a full-time position, the remaining partner will be offered the full-time position as a full-time nurse with all associated benefits.

26.14 Continued

If the remaining partner declines the full-time position, she will be offered a 0.5 full-time position within the Branch.

If the remaining partner decides not to remain in a 0.5 position she will revert to casual status.

26.15 Probationary Period

There will be a three (3) month probationary period for any new job sharing partnership.

If the job share is dissolved as probation is unsatisfactory to either the job share partners or Management, then the Dissolution of Job Share provisions (Article 26.14) shall be followed.

ARTICLE 27 - GENERAL CONDITIONS27.01 Bulletin Boards and Voice Mail

The Employer shall provide a bulletin board in the visiting nursing office that all employees will have access to and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Union will be permitted access to employee voice mail boxes at no additional cost to the Employer.

27.02 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 A copy of this Agreement in a mutually agreed form will be issued to each employee currently employed and all new employees. The cost of printing this Agreement shall be shared equally between the Union and the Employer. Sufficient copies of this Agreement shall be distributed within thirty (30) days of signing.

ARTICLE 29 – POSITION CLASSIFICATION AND RECLASSIFICATION

- 29.01 A copy of the current position description for a bargaining unit position shall be made available to the Union upon request.
- 29.02 When a new classification/position description, which is covered by the terms of this Agreement, is established by the Employer or when the Employer makes a substantial change in the job content, which in reality causes such classification/position to become a new classification/position, the Employer shall determine the rate of pay for such new classification position and will notify the Union of same. If the Union challenges the rate, it may request a meeting with the Employer to endeavour to negotiate a mutually agreeable rate.

Such request for meeting shall not delay the implementation of the new classification and shall be made within ten (10) working days of notification by the Employer. Where the rate is challenged by the Union and the matter is not resolved within ten (10) working days of the meeting, it may be referred to arbitration within the time limits set out in this Agreement.

The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change in the rate established by the Employer either through meeting with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was introduced.

ARTICLE 30 - TERM OF AGREEMENT

30.01 Duration

This Agreement shall be binding and remain in effect until March 31, 2015, and shall remain in effect from year to year thereafter unless either party gives to the other party notice in writing that it desires to revise or amend this Agreement.

30.02 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to revise or amend the Agreement.

DATED at Kingston, Ontario, this 8 day of December, 2014.

SIGNED ON BEHALF OF THE
VICTORIAN ORDER OF NURSES
FOR CANADA – ONTARIO BRANCH,
GREATER KINGSTON SITE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2290-2

Marilyn Macdonald

SCHEDULE 'A' – WAGES

Position of Registered Nurse

| Grid Level | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Apr. 1, 2011 | \$22.81 | \$23.92 | \$24.83 | \$26.10 | \$27.36 | \$28.61 | \$30.19 | \$31.77 | \$33.34 | \$34.93 |
| Apr. 1, 2012 | \$23.15 | \$24.28 | \$25.20 | \$26.49 | \$27.77 | \$29.04 | \$30.64 | \$32.25 | \$33.84 | \$35.45 |
| Apr. 1, 2013 | \$23.50 | \$24.64 | \$25.58 | \$26.89 | \$28.19 | \$29.47 | \$31.10 | \$32.73 | \$34.35 | \$35.99 |

NOTES: This wage grid is applicable to nurses working in government funded Visiting Nursing programs only.

This wage grid is pending verification of accuracy (reflection of ONA rates)

LETTER OF UNDERSTANDING - RE: ORIENTATION

BETWEEN

VICTORIAN ORDER OF NURSES-ONTARIO BRANCH
GREATER KINGSTON SITE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290-2

Effective the date of ratification, upon completion of the probationary period, the Employer agrees to pay new nurses a ten dollar (\$10.00) per hour flat fee for all hours of orientation where the nurse is not providing direct patient care. The portion of orientation where the new nurse is providing direct patient care will be paid at their regular straight time hourly nursing rate.

DATED at Kingston, Ontario, this 8 day of December, 2014.

SIGNED ON BEHALF OF THE
VICTORIAN ORDER OF NURSES
FOR CANADA – ONTARIO BRANCH,
GREATER KINGSTON SITE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2290-2

Marilyn Madson
[Signature]

LETTER OF UNDERSTANDING- RE: SHIFT AND SPECIALIZED CARE NURSING

BETWEEN

VICTORIAN ORDER OF NURSES-ONTARIO BRANCH
GREATER KINGSTON SITE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290-2

The following shall apply for Shift Nursing and non-government funded programmes such as footcare, flu and wellness.

Articles on Hours of Work, Scheduling, and Compensation in the Collective Agreement do not apply.

- 1.0 Nurses working in such programmes will be treated as casual employees under all other Articles.
- 2.0 Hours of Work
Hours of work will range from two (2) hours to twelve (12) hours. The hours of the shift will be determined by client need.
- 3.0 Mileage/Travel
Where a nurse is scheduled to work at more than one site she will be paid for a maximum of one-half (0.5) hour travel time between sites and will be paid mileage in accordance with Article 23 of the Collective Agreement.
- 4.0 For assignments longer than two (2) weeks, nurses in these programmes, Article 16.03 (c) will apply.
- 5.0 In Shift Nursing, assignments will be made in order to provide continuity of care of the client. Clients will be assigned a primary and a secondary nurse for each shift of the day (i.e. days, evenings, nights or days and nights). Assignments will be offered on the basis of the nurse's availability, skills, experience, ability and seniority in order to meet the client needs including continuity, language and culture.

6.0 Premium Pay

All time worked in excess of an average of two hundred and forty (240) hours in six (6) weeks (based on a six (6) week schedule at forty (40) hours per week) or in excess of her scheduled shift of the day, shall be considered overtime on the basis of time and one-half (1.5) subject to the following conditions:

- i) the nurse is authorized by her supervisor to work overtime;
- ii) the overtime exceeds fifteen (15) minutes.

7.0 Cancellation

Nurses can be cancelled up to three (3) hours in advance of assignment hours of work without penalty, except in cases of death and hospitalization. Failing to do so will result in the employee receiving a minimum of two (2) hours pay.

8.0 Report Pay

A nurse who is called in or reports for a tour as scheduled and is not required to work shall, unless otherwise notified by the Employer, receive a minimum of three (3) hours pay at her regular hourly rate. She shall be required to perform any duties assigned by the Employer which she is capable of doing, if her regular duties are not available.

9.0 Shift Premium

Nurses will be paid evening and weekend premium as per Article 17.03 and 17.06 of the Collective Agreement.

10.0 Compensation

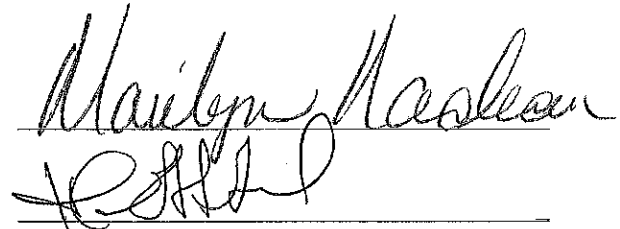
Effective April 1, 2011, Nurses covered by this Letter of Understanding shall be paid at Step 2 of the Visiting Nurses wage grid as set out in Schedule 'A' of the Collective Agreement.

11.0 Nurses shall receive twelve and one half percent (12.5%) paid on all straight time hourly rate in lieu of vacation and all benefits including holiday pay. Such amount shall not be included in the base used for the purpose of calculating overtime.

DATED at Kingston, Ontario, this 8 day of December, 2014.

SIGNED ON BEHALF OF THE
VICTORIAN ORDER OF NURSES
FOR CANADA – ONTARIO BRANCH,
GREATER KINGSTON SITE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2290-2



LETTER OF UNDERSTANDING - RE: VETERANS AFFAIRS CANADA

BETWEEN

VICTORIAN ORDER OF NURSES-ONTARIO BRANCH
GREATER KINGSTON SITE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290-2

Whereas the Employer has a contract to provide nursing services to Veterans Affairs Canada, the parties agree as follows:

1. A position of VAC District Office Nurse shall be established and filled in accordance with the Collective Agreement.
2. This position will be a temporary casual position for the duration of the VAC contract.
3. The total compensation for this casual position shall be \$36.00 per hour. In addition the nurses shall receive twelve and one half percent (12.5%) paid on all straight time hourly rate in lieu of vacation and all benefits including holiday pay. Such amount shall not be included in the base used for the purpose of calculating overtime.
4. The parties agree that should the VAC contract be extended beyond December 31, 2012, they will meet to discuss the contents of this Letter of Understanding.

DATED at Kingston, Ontario, this 8 day of December, 2014.

SIGNED ON BEHALF OF THE
VICTORIAN ORDER OF NURSES
FOR CANADA – ONTARIO BRANCH,
GREATER KINGSTON SITE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2290-2

Marilyn Mackan
R. J. J. J.

