



COLLECTIVE AGREEMENT

between

**VICTORIAN ORDER OF NURSES
WINDSOR-ESSEX COUNTY BRANCH**

(herein after referred to as the "EMPLOYER")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 3741**

(herein after referred to as the "UNION")

April 1, 2021 - March 31, 2025

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
ARTICLE 3 - RECOGNITION AND REPRESENTATION.....	1
ARTICLE 4 - NO DISCRIMINATION	2
ARTICLE 5 - CHECK-OFF OF UNION DUES	2
ARTICLE 6 - UNION ORIENTATION	3
ARTICLE 7 - CORRESPONDENCE.....	3
ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE.....	3
ARTICLE 9 - UNION OFFICERS AND COMMITTEES	4
ARTICLE 10 - GRIEVANCES AND ARBITRATION PROCEDURE.....	5
ARTICLE 11 - ARBITRATION	7
ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE	8
ARTICLE 13 - SENIORITY	9
ARTICLE 14 - PROMOTIONS AND STAFF CHANGES	12
ARTICLE 15 - LAY-OFFS	14
ARTICLE 16 - HOURS OF WORK	16
ARTICLE 17 - OVERTIME and SHIFT PREMIUM	22
ARTICLE 18 - PAID HOLIDAYS.....	24
ARTICLE 19 - VACATIONS.....	25
ARTICLE 20 - SICK LEAVE PROVISION.....	27
ARTICLE 21 - LEAVE OF ABSENCE.....	28
ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES	32
ARTICLE 23 - TRANSPORTATION	34
ARTICLE 24 - EMPLOYEE BENEFIT PLANS	34
ARTICLE 25 - HEALTH AND SAFETY.....	37
ARTICLE 26 - GENERAL CONDITIONS.....	37
ARTICLE 27 - COPIES OF AGREEMENT	38
ARTICLE 28 - TERM OF AGREEMENT.....	38
SCHEDULE 'A' – WAGES.....	39
LETTER OF UNDERSTANDING	40
Re: Union Duties.....	40
LETTER OF UNDERSTANDING.....	41
RE: Placement of Nurses on Grid.....	41
LETTER OF UNDERSTANDING	42
Re: PSW Wage Enhancement	42

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 V.O.N.'s leadership 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 direct the workforce in a fair and reasonable manner. 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 supply each member of the Bargaining Unit with an up to date copy of such rules and regulations.
- 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 Employees of the VON Canada- Ontario Branch, Windsor-Essex Site, save and except the Supervisors, persons above the rank of Supervisor, office and Clerical Employees, Students and persons represented by any other bargaining agent as of April 1, 1994.
- 3.02 Employees of the Windsor-Essex Branch who are excluded from the bargaining unit shall not perform duties primarily performed by employees in the bargaining unit which shall directly cause or result in the reduction of hours of work or layoff of employees in the bargaining unit.

- 3.03 The parties agree to review all special term certain projects and negotiate terms and conditions where funding is only assured, or provided for a definite period of time, by Federal, Provincial Governments or other funding agencies.
- 3.04 The Employer agrees to give representatives of the Canadian Union of Public Employees access to the premises of the Employer for the purpose of attending grievance meetings, provided prior notification is received by the Executive Director, or **their** designate from such representative(s).
- 3.05 Definitions of Employees

(a) **Full-time:**

A "Full-time" Employee is one who is employed on a full time basis, who regularly works the standard full-time hours per week as defined by this collective agreement;

(b) **Part-time:**

A "Part-time" Employee is one who is employed to work less than the standard hours per week as specified in this collective agreement but who works on a regularly scheduled basis;

Clarity Note: Employees who are temporarily assigned to Full-time positions will remain classified as "Part-time" employees for all purposes under this collective agreement, except for scheduling.

(c) **Casual:**

A "Casual" Employee is one who is employed to work on an irregular non-recurring basis as and when required by the Employer.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 It is agreed 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, activity, or inactivity in any labour organization.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 Within one 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 total 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:

Deductions shall be forwarded in one cheque to the National Secretary Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications and sex 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 T4 slip.

ARTICLE 6 - UNION ORIENTATION

6.01 The Employer agrees that an officer of the Union or Employee Representative shall be allowed a thirty (30) minute period during regular working hours without loss of pay to interview newly hired Employees within the first 30 days of employment. During such interview, membership forms may be provided to the Employee. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Employer.

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.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.01 A Labour-Management Committee shall be established consisting of two (2) representatives of the Employer and four (4) two (2) representatives (one from PSW and one from Home Helper) of the Union Executive. This Committee shall set forth its own mutually agreeable terms of reference.

8.02 Meetings of this Committee shall be held at least every two months, or at the request of either party, at a mutually agreeable time and place. This Committee shall meet providing there is business for their joint consideration. **The parties will share responsibility to chair meetings on an alternating basis with approval of the minutes of the previous meeting as the first order of business for each meeting.** A calendar will be agreed to in advance (December of the previous year) for meetings. **A week prior to each meeting an agenda containing topics to discuss will be exchanged** from either party to the other party.

8.03 The Union recognizes that members of the Labour-Management Committee have regular duties to perform in connection with their employment, and that only such reasonable time as is necessary will be spent during working hours to attend such Committee meetings. Employees shall not suffer any loss of pay for time spent in such Committee meetings.

8.04 An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

8.05 Minutes of Meeting:

Minutes of each meeting of the Committee shall be prepared by the Employer and signed by the Joint chairpersons as promptly as possible after each meeting. Copies will be given to the employer and the Union and a copy shall be posted within (5) working days and shared via email following the meeting.

8.06 Jurisdiction of Committee:

Professional responsibility concerns will be subject to review by the Joint Labour-Management Committee. The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration 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 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 four (4) members of the bargaining unit, one representing PSW and one representing Home Helper **and one representing Care Technicians.** 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. Permission to leave work for such negotiation purposes shall be granted by the immediate supervisor or **their** designate. All time spent in negotiations, up to but not including conciliation, shall be considered as time worked and no employee shall suffer any loss in benefits or pay.

9.02 Union Officers and Committee Members:

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

The Union acknowledges that the 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 (a) The Union will advise the Employer of the names of the members of the Grievance Committee and Stewards. No more than three (3) members of the Grievance Committee shall meet with the Employer at any one time. Nevertheless no more than one (1) member shall meet without loss of pay, except that at Step three (3), no more than one steward, the President of the local or **their** designate, and the grievor may attend the meeting without loss of pay.
- (b) The Employer shall not be required to pay local union representatives or the grievor for time spent at arbitration hearings.

ARTICLE 10 - GRIEVANCES AND ARBITRATION 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 **they have** first given **their** immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee and failing settlement with nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of **their** immediate supervisor's decision in the following manner and sequence:

STEP 1:

The Employee may submit a written grievance, signed by the Employee, to **their** 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 **their** decision in writing within nine (9) calendar days following the day on which the grievance was presented to **them**. Failing settlement, then:

STEP 2:

Within nine (9) calendar days following the decision under Step No. 1, the Union may submit the written grievance to the Director of Nursing or **their** designate who will deliver **their** decision in writing within nine (9) calendar days from the date on which the written grievance was presented to **them**. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

STEP 3:

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Executive Director, or **their** designate. A meeting will then be held between the Executive Director, or **their** designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No.3 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. It is further understood that the Executive Director, or **their** designate may have such counsel and assistance, as **they** may desire at such meeting. The decision of the Executive Director shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the third step grievance reply will be provided to the National Representative of the Union.

Failing a satisfactory settlement being reached in Step 3, 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 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, Steps 1, and 2 of this Article may be by-passed.

- 10.04 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the relevant sections of the Labour Relations Act.
- 10.05 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.
- 11.03 No matter may be submitted to arbitration that 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 may be for just cause, or for performance of a lesser standard.

A claim by an Employee who has completed **their** probationary period that **they have** 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 3 within seven (7) calendar days after the date of discharge or suspension is affected. An Employee shall have the reason(s) for such discharge or suspension given in the presence of **their** 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 twenty-four (24) hours in advance, in order that the Employee may contact **their** Steward or Union Representative to be present.

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.

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 **their** 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 employees shall initial such performance appraisal and shall have the opportunity to add **their** views to such evaluation prior to it being placed in **their** file. A copy of any documents 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 **their** file in the presence of **their** 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 twelve (12) months following receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for twelve (12) 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 date of last hire. Seniority for part-time and casual Employees shall be based on working hours accumulated with the Employer since date of last hire and eighteen hundred and sixty-seven (1867) working hours equals one year of service for part-time and casual Employees. It is understood that regardless of the hours worked, no part time employee shall be credited with more than one year of service in a calendar year.

The above formula for part-time and casual Employees will be used to calculate a seniority list for all members of the bargaining unit.

- (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 year of full-time service equals eighteen hundred and sixty seven (1867) 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 a seniority list 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. An up to date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

A seniority list shall be provided to the Union upon request, in special circumstances.

- 13.03 (a) The probationary period for full time Employees shall be six (6) months worked from date of last 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 125 tours worked (937.5 hours of work for Employees whose regular hours of work are other than the standard workday).

If retained after the probationary period, the Part-time Employee shall be credited with seniority for the 125 tours (937.5 hours) worked. With the written consent of the Employer, the Probationary Employee, and the President of the Union or **their** designate, such probationary period may be extended.

- (b) Newly hired employees will be required to undertake an unpaid orientation and training as determined by the Employer. Employees who continue to be employed by the Employer three (3) months after their date of hire will be paid for one-half (1/2) of the time spent in orientation, at their appropriate start rate of pay. Employees who continue to be employed by the Employer for six (6) months after their date of hire will be paid for the balance of the time spent in orientation, at their appropriate start rate of pay.

13.04 Loss of Seniority:

Seniority shall be retained and accumulated 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 twenty-one (21) weeks at any one time;
- (c) When in receipt of paid sick leave and/or L.T.D. Benefits for the first twenty-four (24) months;
- (d) When in receipt of Workplace Safety and 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.

13.05 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 twenty-one (21) weeks;
- (b) When absent due to illness after sick leave credits have been exhausted and/or while in receipt of other injury or disability 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 and Insurance Board benefits under circumstances other than those mentioned in Article 13.04 (d) above.

13.06 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 **their** 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 **they have** received the notice of recall or such further period of time as may be agreed upon by the parties, except in circumstances beyond the Employer's control
- (f) Retires.
- (g) After twenty-four (24) months on lay-off.

13.07 Seniority during Transfers Outside the Bargaining Unit:

No employee shall be transferred to a position outside the Bargaining Unit without **their** consent. An employee who is transferred to a supervisory, management, or non-union position outside the bargaining unit shall retain and accumulate **their** seniority for a period not to exceed thirty (30) days. When an employee in a supervisory, management or non-union position outside the bargaining unit posts into the bargaining unit, **they** will not be credited with seniority other than any seniority previously accumulated within the Bargaining Unit.

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 on the electronic job board, 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 including an up to date resume for such vacancy within the above mentioned seven (7) calendar days.

14.02 In assessing applicants for vacancies or new positions the following factors shall be considered:

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

When the factors in (a) are relatively equal (b) shall govern. However if senior applicants are refused a position they will be given a written reason(s) for such refusal. The Employer shall not be required to consider applicants who are classified as Full-time when applying for Temporary Full Time positions in a district.

14.03 Trial Period:

The successful applicant shall be notified within a reasonable amount of time following the end of the posting period. **They** shall be given a trial period of **thirty (30)** working days, during which time **they** will receive orientation for the position if necessary. The Employer shall not curtail the trial period without just cause, before it has run its full course. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position, **they** shall be returned to **their** former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position, wage or salary rate, without loss of seniority.

14.04 Temporary vacancies shall be filled in the following manner:

- (i) Temporary vacancies that are expected to exceed thirty (30) working days in duration will be posted and filled in accordance with the provisions of this agreement.
- (ii) Where absences expected to be less than thirty (30) days are replaced, they will be scheduled from a list on the basis of seniority.
- (iii) If the vacancy cannot be filled internally then the Employer may fill the vacancy from outside the bargaining unit.
- (iv) An employee selected to fill a temporary vacancy will be returned to **their** former position at the completion of this assignment.
- (v) The Employer shall have the right to fill a posted vacancy on a temporary basis for up to thirty (30) working days to allow for completion of the posting and transfer process.
- (vi) Employees assigned to Temporary full-time through the application of this provision will maintain their employment status (i.e. P.T., F.T., etc.).
- (vii) Employees newly hired to fill temporary vacancies may be released and such release shall not be the subject of a grievance or arbitration. If retained in a permanent position the Employee will be credited with seniority from date of hire subject to successfully completing **their** probationary period.
- (viii) The length of temporary employment may be extended by mutual agreement of the Union, Employee and the Employer.

14.05 In the event that in addition to the assigned staffing, the patient care required in a district, is reasonably expected to be the equivalent of Full-time employment for ninety (90) days or more, or in the event that in addition to the assigned staffing, the patient care in a district has required the equivalent of Full-time employment for ninety (90) days or more, the Employer will offer such work to Full-time employees who are laid off, and thereafter the Employer will post the job in accordance with Article 14.01 as a permanent full time position.

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 Employees in reverse order of seniority by job classification, provided that the Employees who are entitled to remain are qualified to perform the available work on the basis of their skill, ability, experience and training. When the Employer meets with the affected laid off employee, there shall be a Union Representative at the meeting.

(b) An Employee in receipt of notice of layoff pursuant to 15.04 may:

(i) accept the layoff; or

(ii) elect to transfer to an available vacant comparable position within their job classification provided the employee is qualified and able to perform the work; or

(iii) displace another employee who has lesser bargaining unit seniority in the same job classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of **their** intention to do so and the position claimed within seven (7) days after receiving the notice of layoff. Part-time nurses may only displace another part-time nurse but a full-time nurse may displace another full-time nurse or a part-time nurse.

15.02 Employees shall be recalled in order of seniority by job classification, unless otherwise agreed between the Employer and the Union, provided that the senior Employee is qualified to perform the available work on the basis of **their** skill, ability and training.

15.03 No New Employees:

No new Employee is to be hired in a job classification, until those on lay-off have been given an opportunity to be recalled provided the Employee on lay-off has the skill, ability and training to perform the available work.

Employees on layoff shall be given preference for temporary vacancies that are expected to exceed thirty (30) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

15.04 Advance Notice of Lay-off:

In the event of a proposed lay-off of a permanent or long-term nature, the Employer will provide the Employees, if possible, with thirty (30) calendar days' notice of such lay-off. Notice of Lay-off will be sent by registered mail to the current address on file with the Employer.

15.05 An Employee who is laid off will continue to participate in the applicable benefit plans until the end of the month in which the lay-off occurs. Thereafter, an Employee may continue to participate in benefit plans, at their request, provided they make arrangement for payment and provided also that the lay-off not exceed one year.

15.06 In the event that the Employer eliminates a full-time position or a full-time position becomes redundant, the most junior Full-time Employee so affected shall be entitled to exercise **their** seniority to displace the most junior Full-time Employee within the same classification, provided that **they are** qualified to perform the work.

The Employee so displaced will be assigned a comparable full-time position within their job classification if available. It being understood that if a comparable full time position is not available, the Employer will implement the lay-off of the most junior full-time employee in the same job classification in the bargaining unit, and will assign the displaced employee to that position provided that **they are** qualified to perform the work.

15.07 The parties agree in order to maintain continuity and harmonious Labour Relations during a period of lay-off, the last persons to be laid off shall be the persons currently in the following positions on CUPE Local 3741 Executive Board, provided they are qualified to perform the available work: President, Vice-President, Recording Secretary, and Secretary Treasurer.

ARTICLE 16 - HOURS OF WORK

16.01 The normal average of weekly hours of work shall be thirty-seven and one-half (37 1/2) hours, exclusive of a daily one (1) hour unpaid meal break and shall be worked in accordance with shift schedules as determined by the Employer. The normal working hours per shift shall be seven and one-half (7 1/2) hours, exclusive of a daily one (1) hour unpaid meal break. This shall not represent a guarantee of hours of work.

16.02 Regular tours for all Employees will be scheduled as follows:

- (a) No tours shall commence earlier than 7:00 a.m. nor finish later than 12:00 a.m., unless otherwise agreed by the union, the Employer and the employee(s). The daily tour of duty for Home Helpers will be normally be between the hours of 0800 and 1800 Monday to Friday unless otherwise agreed by the Union, the Employer, and the employee.
- (b) There shall be no split shifts scheduled, unless otherwise agreed by the union, the Employer and the employee(s).
- (c) Any changes required by the Employer for the commencement and finishing times of the tours described in 16.02 (a) above will be negotiated with the Union and will not be implemented without the agreement with the parties, during the term of this Collective Agreement.
- (d) Should the need arise to permanently create a new shift, the shift option will be posted. However, should the need arise to temporarily meet the needs of the office, a voluntary alternate shift can be mutually agreed to between the employee and **their** Manager.
- (e) Orientation

All new Employees of the Home Helper and PSW Program will be required to undergo an orientation program provided by the Employer. When attending orientation, Employees will be paid at the start rate for Home Helpers and PSW.

16.03 In any normal shift of seven and one-half (7 1/2) hours, an Employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period in an area made available by the Employer. Employees working four hour shifts will be allowed fifteen (15) minute paid rest period.

16.04 Where an Employee is not located at the Employer's usual place of business, such rest period and meal break periods referred to in 16.03 shall exclude travel time where applicable.

16.05 (a) Employees shall be assigned work on a rotating basis in accordance with their availability, skills, experience required in the specific assignment, geographic location, and the ability to meet specific client needs. An employee's ability to meet specific client needs shall be determined using the following criteria:

- i. urgency of client need;
- ii. language and cultural needs of the client;
- iii. ability to provide appropriate care to the client;
- iv. client preferences for care by caregiver based on gender;
- v. continuity of care, where the lack of continuity would likely lead to an adverse effect on the health of the client.

(b) Where all of the factors in (a) above are equal, seniority shall be the determining factor.

(c) (i) The hours and days of work of each Employee required to work shifts or intermittent hours shall be entered on a work schedule which shall be posted in an appropriate place at least four (4) weeks in advance of the date when such schedule commences, covering the whole month. There shall be no change to such schedule after being posted unless by mutual agreement of the Employer and the Employee or Employees affected by such change except in the event of an emergency or for reasons beyond the control of the Employer.

(ii) Employees may be permitted to exchange shifts or give up a shift to another employee provided that such request is submitted in writing and approved by the Employer at least forty-eight (48) hours prior to the scheduled shift.

It is understood that shift exchanges will only be permitted where the required skills, experience and ability to meet specific client needs for the assignment, are equal. An employee's ability to meet specific client needs shall be determined using the criteria outlines in 16.05 (a).

(d) (i) All employees hired on or before, October 15, 2001 may be required to work one (1) weekend in every (4), with the exception that at the beginning of each calendar year when all employees may be scheduled to work two (2) weekends in a four (4) week period.

(ii) All employees hired after October 15, 2001 may be required to work two (2) weekends in a four (4) week period.

- (iii) In the event that the Employer is required to change the number of employees required on weekends due to program and service requirements, the Employer shall advise the Union twenty (20) days in advance, and the following procedure shall be used:
 - 1/ The Employer and the Executive of the Union will meet to review and establish the average number of employees required over the last twelve (12) weeks.
 - 2/ The Employer and the Executive of the Union will meet to review a current list of employees and establish the average number available for weekend work, based on dates of hire, and such employee's availability (i.e. consider leaves of absence, etc.)
 - 3/ The Employer and the Executive of the Union will meet and establish a revised date for article 16.05 (d), (i) and (ii), such that no more or no less than the maximum number of employees required, will be affected.
 - 4/ If the parties are unable to agree on a revised date, such date may be established by the Employer, and the dispute will be submitted to an independent mediation service for resolution.
- (e) An Employee shall not be scheduled to work more than seven (7) consecutive days, unless otherwise agreed by the union, the Employer and the employee(s).
- (f) (i) A period of at least fifteen and one-half (15.1/2) consecutive hours shall be scheduled between shifts. In the event the Employer fails to provide the requisite hours off as provided herein, a full-time and regular part-time employee will be paid the appropriate overtime rate for all hours worked during the fifteen and one-half (15.1/2) hour period.
- (ii) Notwithstanding (i) above, if an employee working the off-shift agrees to pick up an extra shift in the morning with only a seven and one half (7.5) hour break between shifts, such extra shift will not be considered to be a violation of this clause and the employee will be paid at applicable rates for the extra shift.

- (g) Part-time employees defined under Article 3.05 will be scheduled by the employer for an average of five (5) scheduled tours bi-weekly. This commitment does not in any way constitute a guarantee of hours from the Employer and is subject to the availability of scheduled work. Part time employees will forward their availability in writing to the Employer in the morning of the 20th of each month.

Casual Nursing Staff will be expected to submit their availability or Part Time staff can submit additional availability by the 20th of the calendar month prior to the posting of the schedule.

Any availability submitted after this time shall be done on a weekly basis on the designated e-mail and will be retrieved by VON every Friday morning for the following week. This will be done on a seniority basis. Any availability left after this time will be on a first come basis.

All availability will be treated on an as needed basis and an e-mail will be left by 19:00 only when you are required to work.

- (h) All available regular part-time shifts shall be distributed equally among regular part-time employees on the basis of seniority.

- (i) (i) Casual employees will not be offered work until all available hours have been offered to regular part-time employees on the basis of seniority.

- (ii) Casual employees not working in the Home Helper Program or Supportive Housing Program must inform the Employer by the 20th of each month prior to the posting of the schedule at the first of the month for the month after of their availability to work each month schedule. It is expected that this availability will include at least one full weekend (Saturday and Sunday of the same weekend). Casual employees who are not available for work at least four (4) shifts in the one month schedule will be deemed to have terminated their employment.

Casual staff will be required to work one weekend per month. Staff will be presented a list of weekends that require staffing from which to choose. If there is any conflict seniority will be determining factor.

- (iii) Casual employees who have been offered and accepted shifts based on their availability cannot cancel such shifts and the process for exchanging a scheduled shift in Article 16.05 (c) (ii) is to be followed.

- (iv) Each casual employee working in the Home Helper or Supportive Housing Program must provide the Employer with a written notice setting out the days and times that the employee will be available to accept a work assignment from the Employer. Part-time employees must provide the Employer with a written notice setting out the days and times that the employee will be available to accept work beyond their regularly scheduled hours. This written notice shall be provided to the Employer at the time of the employee's orientation meeting.

It shall be the responsibility of the employee to provide the Employer with at least seven (7) working days written notice of any desire the employee has to increase or decrease **their** days and times of availability.

Employees who lose regular hours, or who have requested an increase to their present work assignments, shall be scheduled replacement or increased hours based on the scheduling criteria in paragraph (a) and (b) above, providing:

- i. there are new regular hours available, or
- ii. there are relief hours available.

Casual workers will not be required to accept any assignment. However, except for employees who may be on approved leave of absence, workers who do not accept assignments for thirty (30) calendar days will be deemed terminated.

- (j) Paid holidays will be scheduled in the following manner using the weekend rotation:

Group 1 and Group 3 will be scheduled for the following:

- 1) Good Friday
- 2) Labour Day
- 3) Christmas Day
- 4) Boxing Day
- 5) Civic Holiday

Group 2 and Group 4 will be scheduled for the following:

- 1) Victoria Day
- 2) Canada Day
- 3) Thanksgiving
- 4) New Year's Day
- 5) Family Day

In the event that on given holiday the number of employees who are available is greater than the staffing needs of the office, the day off will be offered to the most senior employee. Should the employee decline the day off, the same offer will be made to each employee in order of descending seniority.

The above noted groups will alternate on an annual basis.

- (k) If the Off-Shift Nurse has been scheduled off on either Christmas Day or New Year's Day the Employer will ensure that **they are** not scheduled to work or be on call beyond midnight on the preceding day.
- (l) Employees may be required to work off-shifts in order of seniority on a rotating basis.
- (m) Where work is available on off-shift, (e.g. shifts other than the day shift including shift nursing), and in the event that there are no qualified applicants to posted off-shift work, employees, may be scheduled to work off shifts by ascending order of seniority from among those with the skills and abilities to do the work.

Notwithstanding the foregoing, the practice of rotating current staff through available off-shift work may be continued to meet the exigencies of client care.

- (n) Employees may be required to work off shifts and shift nursing in reverse order of seniority from among those with the skills and abilities to do the work.

16.06 Shift Cancellation:

Where any individual shift or part of a shift is to be cancelled, employees will be cancelled by job classification by seniority in the following order subject to geographical considerations and specific client needs. If time permits the employee will put out a global enquiry to see if anyone is interested in taking a day off **by 16:00 hours in order of seniority:**

- (i) Casual nursing shifts will be cancelled prior to any other nursing shift.
- (ii) Part-time nurses will be cancelled next.
- (iii) Employees who are in temporary Full-time positions as described in Article 14.05 will be cancelled next.

- (iv) The Employer will notify an Employee by e-mail, of cancellations of a full scheduled tour of duty, not less than thirteen (13) hours prior to the scheduled tour.
- (v) An Employee who reports to work according to **their** scheduled tour of duty and was not given notification as stated in (iv) above shall be assigned a minimum of four (4) hours work, or if such work is not available, will receive a minimum of four (4) hours pay at their straight time hourly rate.
- (vi) In the event of a severe ice or snow storm or any other act of nature beyond the control of the employer, employees will be able to use vacation, stat time or comp time.
- (vii) In the event that the Employer is required to cancel Full-time Employees, they will immediately advise and meet with the Union Executive to discuss the possibility of a layoff.

ARTICLE 17 - OVERTIME and SHIFT PREMIUM

17.01 Overtime Defined:

- (a) If a Full-time Employee is required to work in excess of seventy-five (75) hours in a pay period, **they** shall receive overtime premium of one and one-half (1½) times **their** regular straight time hourly rate, which overtime premium shall be compensated by payment of overtime premium at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay for the time so worked.
- (b) All overtime must be pre or post authorized by the Employee's immediate Supervisor or **their** designate. Employees must request pre-authorization of overtime where feasible. Also where feasible, the Employer may re-schedule some of the day's caseload to other Employees or to other days so as to avoid overtime. Time up to and including fifteen (15) minutes will not be counted.
- (c) Part-time employees who are assigned to work in excess of seven and one-half (7.5) hours per day shall receive overtime compensation in accordance with 17.01 (a). Such overtime compensation will be in the form of payment only.

17.02 An Employee required to work more than three (3) hours overtime shall be allowed a one-half (1/2) hour meal break with pay. An Employee shall be allowed to take an additional paid fifteen (15) minute break for each additional three (3) hours of overtime worked.

17.03 Sharing of Overtime:

Insofar as it is practicable to do so, overtime and call back time shall be divided equally among Employees performing the work who are willing and qualified to perform the work that is available.

17.04 Call Back Pay Guarantee:

When an Employee who has completed **their** normal hours of work and has left the Employer's premises, is required to return to perform additional work, such Employee shall be paid for all hours worked, but shall be paid a minimum of three (3) hours at the appropriate rate.

17.05 Shift Premium:

A shift premium of seventy-five (75) cents will be paid for all hours worked on the evening or night shift where the majority of hours worked fall between 1630 and 0800 hours.

17.06 Weekend Premium

Effective the date of ratification of the Agreement. A weekend premium of seventy-five (75) cents will be paid for all hours worked between 0800 hours on Saturday and 0800 hours Monday.

17.07 Team Lead Nurse Pay:

An employee designated as **Team Lead Nurse** shall be paid a premium of ninety (90) cents per hour in addition to their regular rate of pay.

17.08 Preceptor Pay:

An employee required to orientate or train any Employee or student shall be paid a premium of seventy-five (75) cents per hour in addition to their regular rate of pay for performing such duties.

17.09 On Call Pay

Any Nurse who is scheduled to be available on an on call basis shall receive two dollars and fifty cents (\$2.50) per hour as on call pay.

17.10 Full-time PSW's will be required to be on call during the hours of 2100 to 0700 for Monday to Friday and will be compensated at the rate of ten dollars (\$10) per day for on call assignment and for Saturday and Sunday will be compensated at \$12 per day for on call assignment, to respond to emergency requests for service. On-call will be assigned on a rotational basis. An employee who is called out to work while on call will be compensated at the rate of time and one half (1.5) the employee's regular rate of pay for all hours worked.

ARTICLE 18 - PAID HOLIDAYS

18.01 The Employer agrees to recognize the following paid holidays:

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

In addition to the paid holidays listed above, each full-time employee will receive one (1) floating holiday, without loss of regular earnings. Each Employee's additional days will be taken at a time mutually agreeable to the employer and the employee.

18.02 In order to qualify for holiday pay, a full-time Employee must work **their** scheduled full regular day of work preceding and following the holiday concerned unless the Full-time Employee is absent due to illness supported by a physician's note upon request or vacation and such absence or other absence is approved by the Employer.

18.03 A Full-time Employee required to work on any of the above holidays will be paid one and one half (1 ½) times **their** regular straight time hourly rate of pay. In addition, **they** will receive a lieu day off at **their** regular rate of pay. Such lieu day off will be scheduled at a time mutually agreeable to the Full-time Employee and **their** Supervisor or designate and within sixty (60) calendar days following the holiday, or within thirty (30) calendar days preceding the holiday.

18.04 A Part-time and Casual Employee will be paid at one and one half (1 ½) times **their** regular straight time hourly rate for all hours worked on any of the above holidays in addition to holiday pay pursuant to Article 24.03 (e)

18.05 If any of the above holidays occur during an Employee's vacation period a Full-time Employee shall receive an additional day off with pay (at **their** straight time hourly rate) at a time mutually agreeable to the Employee and **their** Supervisor or designate.

18.06 A Full-time Employee scheduled to work on a designated holiday who is absent due to legitimate illness, supported by a physician's note, will receive holiday pay for that day, and will not be entitled to sick pay for the day. Such an Employee may be required to work an additional holiday, to satisfy **their** requirements under master scheduling.

ARTICLE 19 - VACATIONS

19.01 All Employees shall receive vacation with pay based on length of full-time continuous service as of December 31, as follows:

- (a) Employees who have completed less than one year of full-time continuous service shall be entitled to a vacation to be used in the calendar year on the basis of 1.25 days of each completed month of service;
- (b) Employees who have completed one (1) year or more of full-time continuous service shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay;
- (c) Employees who have completed three (3) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay.
- (d) Employees who have completed fifteen (15) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay.

19.02 (a) Employees who are absent from employment will have their paid vacation time prorated and adjusted, except for:

scheduled days off
vacation and paid holidays
paid sick leave
absences of any other kind for up to one (1) month

In interpreting this provision, the entitlement as set out in 19.01 b, c, and d, above, shall remain the same. Such entitlement may be unpaid time off at the Employee's request and subject to all other terms and conditions of the collective agreement.

- (b) Where paid vacation time taken by the employee is in excess of the amount earned in any given year, it will be deducted from the Employee's final pay, or final pay of the fiscal year (last pay in March) or will be refunded in some other mutually agreeable way, to the Employer.

- 19.03 (a) Where an Employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an Employee's scheduled vacation is interrupted due to serious illness requiring the Employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the Employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the Employee's vacation credits.

19.04 The vacation period shall be from April 1st to March 31st in each year. Insofar as it is practical to do so, having regard to the necessity of maintaining the efficient operation of the Employer, vacation requests will be considered as follows:

During the last week of February, Employees will be directed to present their vacation requests in person to their Manager, in accordance with their seniority by job classification within their program. In the event that an Employee will be off work during the last week of February, **their** choice of vacation will be duly considered by job classification within their program if **their** written request has been previously submitted to their Manager.

The allocation of prime time vacation will initially be limited to two (2) weeks. Additional prime time vacation will be subject to availability. Prime time vacation time includes the last two (2) weeks of June, the months of July and August and the first two weeks of September, the week including Christmas, the week including New Year's and March break.

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, except in prime time vacation periods. Any unused vacation entitlement as of March 31 in any calendar year will be paid to the Employee as soon as is practicable thereafter, however, the Employee may be permitted to carry over a maximum of five (5) days of vacation entitlement into the next fiscal year upon mutual Agreement with **their** Manager.

19.05 Part-time and Casual employees shall be entitled to vacation pay in the amount of six percent (6%) of their regular straight time hourly rate which will be paid on gross earnings each pay period.

ARTICLE 20 - SICK LEAVE PROVISION

20.01 Amount of Paid Sick Leave:

- (a) Sick leave benefits for full time Employees are cumulative at the rate of 1.5 days per month worked (eighteen (18) days per year). The unused portion of an Employee's sick leave shall accrue for **their** future benefits up to a maximum of 120 working days.
- (b) Where an employee is prevented from working due to illness or injury, and has accumulated sick time to **their** credit, **they** may utilize such unused sick time credit for **their** first two (2) occasions in a calendar year to the maximum accumulation. However, on the third occasion and each subsequent absence in a calendar year, the first scheduled tour or part tour will be unpaid.
- (c) Notwithstanding the foregoing, employees who are hospitalized may use such sick leave credits commencing on the first day of such absences.

20.02 Medical and Dental Appointments:

An Employee must make up the time used for medical and dental appointments that are in the Windsor-Essex area. Such arrangements shall be pre-approved by the Employee's immediate Supervisor or designate.

If an Employee has medical appointments outside of the Windsor-Essex area, the Employee may use a sick day for the time used to keep said appointments.

20.03 Sick Leave Records:

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to **their** credit.

20.04 Critical Illness in The Family:

Where no one other than the Employee can provide for the needs during critical illness of an immediate family member i.e., child, spouse, mother, father, sister, brother, an Employee shall be entitled, after notifying the Employer, to use up to **three (3)** days of the yearly accumulated sick leave to care for the member of the family who is critically ill.

20.05 Sick Leave Certificate:

The Employer may request a medical certificate verifying an absence of three (3) or more working days. Such certificate will be signed by the attending physician indicating that the Employee was seen or attended by that Physician **and reimbursed by the Employer.**

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Requests for leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made in writing to the appropriate Supervisor or **their** designate at least four (4) weeks in advance, if possible, and a written reply will be given within fourteen (14) days' receipt of such request, except in cases of emergency. Such leave shall not be unreasonably withheld, however leaves of absence for employees to enter into alternate employment will not be considered.

21.02 Pay During Leave of Absence for Union Work or Functions:

Leave of absence for Union business shall be applied for **via email** by the Employee to **their** 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 **they** shall be away from **their** 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, and the total of such Union absence shall not be for longer than forty (40) days in any calendar year. Not more than four (4) Employees shall be eligible for leave of absence for Union business at one time provided that not more than one (1) Employee shall be on Union leave of absence per **program** at any one time.

When Employees are absent from work to attend Union conventions or seminars the Employer will continue to pay such Employee **their** 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, child, step children, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, son-in-law or daughter-in-law. Such Employee shall receive pay at **their** basic rate for each scheduled day of work missed to a maximum of three (3) days from the date of death.
- (b) Where extensive travel is required (beyond 500 kilometers 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) When an employee's scheduled vacation is interrupted due to bereavement leave, the employee shall be entitled to bereavement leave in accordance with Article 21.03 (a)

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 Employee's 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 **they** 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.

21.05 Employee Funded Leave Plan:

The Employer agrees to introduce a prepaid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to Employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The Employee must make written application to the Director of Nursing or **their** designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of your leave.
- (c) Written applications will be reviewed by the Director of Nursing or **their** designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of Employees that may be absent at any one time shall not exceed three (3) 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 four (4) years of salary deferral, twenty percent (20%) of the Employee's gross annual earnings will be deducted and held for the Employee and will not be accessible to **them** 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 four (4) years of salary deferral and the Employee shall pay the required premiums. The Employee may apply for a continuance of benefits for the year of leave and must pay both the Employer and Employee portions through the Employer during the year of leave. The continuance of benefits must be approved by the benefits carrier.

- (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 four (4) years of salary deferral. During the year of leave, the Employee's pension will be held in suspension, i.e. no contributions can be made.
- (j) Full-time Employees will not be eligible to participate in the long term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. 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 to the Director of Nursing or **their** 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 withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to **them** within a reasonable period of time.
- (o) The Employee will be reinstated to **their** former position unless the position has been discontinued, in which case **they** 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. Such agreement will include:
 - (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.

21.06 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 ALLOWANCES

22.01 The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. Pay will be deposited bi-weekly into a bank account as designated by each employee. Except in circumstances beyond the Employer's control, the regular pay day shall be every second Friday, on which day Employees will be paid their respective wage entitlement provided however that when such Friday falls on a paid holiday herein mentioned, the wages shall then be paid at least 24 hours preceding the holiday. On each pay day, each Employee shall be provided with an itemized statement of **their** wages, overtime, and other supplementary pay and deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement.

- 22.02 (a) Employees requested to perform the duties of a higher job classification will be paid at the rate of pay for the higher rated job classification for the full amount of time replacement is required (i.e. Team Leaders).
- (b) Employees hired to perform the duties of a job classification, (i.e. R.P.N.) will not be reclassified or paid at a rate of pay for a higher rated job classification, (i.e. R.N.), unless such reclassification is pursuant to the job posting and transfer provisions of this Collective Agreement.
- (c) An Employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that **they** shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which **they have** been promoted) and **they** shall retain **their** service review date for the purpose of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid and shall not include a change of status from Graduate to Registered Nurse. An Employee who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes **their** experience level on the other grid.

22.03 Each Employee will be advanced from **their** present level to the next level set out in the Salary Schedule, twelve (12) months after **they were** last advanced on **their** increment date. If an Employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, save and except maternity and/or parental leave as recognized by the Employment Standards Act, **their** service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

Each regular part-time Employee will be advanced from **their** present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 13.

22.04 A Graduate Nurse or a Graduate Practical Nurse in the employ of the Employer upon presenting proof of current certification with the College of Nurses of Ontario shall be given the salary of the Registered Staff Nurse as provided in this Article effective the date the nurse presents proof of successfully passing the certification examination to the Director of Nursing or **their** designate, or to the date of last hire whichever is later.

A Registered Nurse and a Registered Practical Nurse is required to present to the Director of Nursing or **their** designate before February 15th of each year **their** current Certificate of Competence and **their** valid CPR certification. Such time shall be extended for satisfactory reasons.

22.05 When a mistake is made on an employees pay cheque it shall be corrected in the following manner.

- (i) When the fault of the employer, payment will be made within seventy-two (72) hours by separate deposit.
- (ii) When the fault of the employee, payment will be corrected on the next regular pay day.

22.06 Previous Experience Credits

For the purpose of initial placement on the wage grid of a newly hired Employee, such Employee may make a claim in writing for recognition of recent related experience. No review shall be given for experience of less than six (6) months duration, nor where the Employee has not been actively working in the area related to their profession within the immediate preceding last three (3) years. The Employer shall assess applicability of the previous experience and, where such experience is acceptable, shall place the Employee on an appropriate level on the wage grid. Such placement shall not exceed the sixth level of the wage grid and, in the case of RPN's, the second level of wage grid, and shall be on the basis of one (1) increment for each one (1) year of VON or equivalent community employment experience and one (1) year for each two (2) years of hospital experience.

Nurses will advance to the next level of the new wage grid, as of their service date in the case of full-time or based on hours worked as per Article 22.03 in the case of part-time and casual.

ARTICLE 23 - TRANSPORTATION

23.01 Full-time, part-time or casual Employees, required to use **their** personal car in the performance of **their** duties, will be compensated on each pay at the rate of **forty-seven (\$0.47)** per kilometer.

Such kilometerage does not apply to travel from an Employee's home to **their** place of work, whether such place of work is the appropriate office, a client's home or a hospital, nor does such kilometerage apply to travel from such place of work to an Employee's home. Employees required to make a single visit, will be compensated at the appropriate kilometerage rate for any kilometres travelled in excess of fifteen (15).

Where an Employee is temporarily re-assigned to a district outside of Windsor-Essex County, to which **they are** not normally assigned, **they** shall receive the difference in kilometerage.

Each Employee who is required by the Employer to operate an automobile in the course of **their** employment shall insure **their** automobile in the amount of at least \$1,000,000.00 public liability while it is in use on business and the Employee shall file proof of such insurance and proof of a valid driver's licence with the Employer annually and shall advise the Employer forthwith of any change of insurance coverage or suspension or loss of licence.

ARTICLE 24 - EMPLOYEE BENEFIT PLANS

24.01 Annual Employee Benefit Statement:

The Employer shall provide each employee with an annual detailed Employee benefit statement(s) which shall outline accrued sick leave and vacation credits.

24.02 Pension Plans:

All Employees who are presently enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New full-time and part-time Employees, and full-time and part-time Employees employed but not yet eligible for membership in the Plan, shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions. Casual Employees may enroll in the Plan when eligible in accordance with its terms and conditions.

24.03 Health Benefits:

The Employer shall contribute towards the premium coverage of full-time participating eligible Employees and on a pro rata basis for part-time participating eligible Employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions, including any enrolment requirements.

- (a) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible Employees in the active employ of the Employer for a group life insurance plan providing two (2) times annual salary as well as accidental death and dismemberment in the same amount.
- (b) The Employer agrees to pay one hundred percent (100%) of the single rate billed premium towards coverage of eligible Employees in the active employ of the Employer for the following plans or comparable plans as provided by the Employer:
 - (i) Pay-Direct Drug Plan 9, with prescription co-payment of \$5.00.
 - (ii) Extended Health Plan
 - (iii) Vision Plan, with a maximum of \$250 every twenty-four (24) months per participant
 - (iv) Dental Plan, with a twelve (12) month recall on check-ups, cleaning and x-rays and non-assignment of dental claims (no direct payment to Dentist)
 - (v) Semi-private hospital coverage
 - (vi) Out-of-Province coverage
- (c)
 - (i) The Employer agrees to pay fifty percent (50%) of the family rate billed premium towards family coverage of full-time Employees in the active employ of the Employer for the plans listed in (i) to (vi) above.
 - (ii) Employees hired prior to January 1, 1992, where the employee is sole support of the family will continue to receive 100% employer paid family rate.

Sole support refers to a single parent or to a spouse who is unemployed and receives no benefits (i.e. U.I.C., C.P.P., W.S.I.B, L.T.D.)

This provision applies only to those employees currently in receipt of this benefit.

- (d) Each quarter, based on 100% = 1950 paid hours, the Employer will compute the proration amount applicable to all Part-time Employees. Thereafter, the part-time Employee will accrue vacation entitlement and sick leave credit. Similarly, the Employer will pay that proportion of the premiums of those insured health benefits normally payable on behalf of a Full-time Employee including:

- Group Life Insurance
- Prescription Drug Plan
- Extended Health Plan
- Vision Care Plan
- Dental Plan
- Semi-Private Hospital Coverage
- Out-of-Province Coverage

- (e) Effective the first full pay period following ratification by the Union, Casual Employees and Part-time Employees shall receive seven and one half percent (7.5%) in lieu of benefits on gross earnings. It is understood and agreed that holiday pay, sick leave, insured benefits and pension are included in this percentage. Casual and Part-time Employees who are enrolled in the pension plan will have the percentage in lieu reduced to five percent (5%).
- (f) Notwithstanding 24.03 (e), part-time employees hired before December 1, 1996 who were receiving pro-rata benefits and leaves at the time of ratification of this Agreement shall continue to receive such benefits and leaves in accordance with 24.03 (d) for as long as they remain employed with the employer.

24.04 Equipment:

When required, a nursing bag, disposable CPR mouthpiece, blood pressure cuff, stethoscope, pager, cell phone and/or fax machine, and other equipment are supplied by the Branch and must be returned upon resignation. An Employee is responsible for the care and maintenance of the bag and equipment and is expected to replace any lost bag, and bag contents, including blood pressure equipment. The bag must always be carried when on duty in the district. The bag must not be left in the passenger compartment of the car, even if the car is locked. Furthermore, the bag must not be left in the car overnight.

The Off-Shift Nurse shall be provided with a flashlight and a cell phone. The cell phone will be the property of the Employer and will be used only during the employee's working hours and only for approved Employer business.

24.05 An Employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety Insurance Board for a period longer than five (5) working days may apply to the Employer for payment equivalent to the amount **they** would receive from Workplace Safety Insurance Board (85% of **their** net earnings) if **their** claim was approved, utilizing the Employees sick leave credits to the maximum available. Payment will be provided only if the Employee provides evidence of disability satisfactory to the Employer and the Employee agrees to reimburse the number of sick days so utilized, following approval of the Workplace Safety Insurance Board claim.

ARTICLE 25 - HEALTH AND SAFETY

25.01 An Employee representative of the bargaining unit shall be trained as a certified worker representative for the Joint Occupational Health & Safety Committee.

25.02 Employee representatives appointed or selected in accordance with 25.01, shall undertake to serve a term of at least two (2) years. In the event that the Employee is no longer willing to serve their two (2) year term, for reasons other than termination, illness or some other reason beyond the Employees control, the Employer will not be required to certify more than one (1) Employee every one (1) years.

25.03 The parties agree to abide by the Occupational Health and Safety Act, Revised Statutes of Ontario 1990, C.O.1.

ARTICLE 26 - GENERAL CONDITIONS

26.01 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 mail boxes. Voice mail may be used by the Union Executive to communicate special and general membership meetings.

26.02 Meeting Room for Union Meetings:

Provided a meeting room is available, the Employer shall provide, free of charge, the use of such meeting room not more than once per month for the purpose of

26.03 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 27 - COPIES OF AGREEMENT

27.01 A copy of this Agreement in a mutually agreed upon form will be issued to each Employee now employed and as employed. 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 28 - TERM OF AGREEMENT

28.01 Duration:

This agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2025 and shall continue 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.

28.02 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 Windsor, Ontario this Niagara day of November 25, 2024, 2024.

FOR THE UNION

Christina Alessi
Shirley B. Greenfield

FOR THE EMPLOYER

Catherine Wallington
Catherine Wallington (Nov 25, 2024 15:55 EST)
Jeffrey Wood
Jeffrey Wood (Dec 4, 2024 15:29 EST)

SCHEDULE 'A' – WAGES

Effective April 1, 2021	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
RN	26.9200	28.3200	29.7500	31.1500	32.9000	34.6400	36.4200	38.2000
RPN	22.5000	23.5000	24.8000					
Care Tech	19.1300	19.1300	19.1300	19.1300				
PSW	14.5900	15.1400	15.6700					
HH	14.3800							

Effective April 1, 2022	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
RN	27.1100	28.5200	29.9600	31.3600	33.1300	34.8800	36.6800	38.4600
RPN	22.6500	23.6700	24.9800					
Care Tech	19.2700	19.2700	19.2700	19.2700				
PSW	15.1000	15.2500	15.7800					
HH	15.1000							

Effective April 1, 2023	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
RN	28.4600	29.9400	31.4500	32.9300	34.7900	36.6300	38.5100	40.3900
RPN	24.2400	25.3200	26.7200					
Care Tech	19.8400	19.8400	19.8400	19.8400				
PSW	15.9700	15.9700	16.2500					
HH	15.9600							

Effective April 1, 2024	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
RN	29.3100	30.8400	32.4000	33.9200	35.8300	37.7300	39.6700	41.6000
RPN	24.9700	26.0800	27.5300					
Care Tech	20.4400	20.4400	20.4400	20.4400				
PSW	17.0500	17.0500	17.0500					
HH	17.0500							

- Retro to be paid to employees currently on staff as of the date of payment. Any employee who left the employment of VON prior to the payment date will not be eligible for any retro payments.
- The parties agree that this Memorandum of Settlement was freely negotiated. The Employer believes that Bill 124 does not apply to this Memorandum of Settlement. If however there is a government remedy of compensation with respect to Bill 124, that would impact these workers, the Employer agrees to distribute any funds provided by the government it in accordance with the order.
- Retro payments to be processed as soon as possible but no longer than ninety (90) days from date of ratification.

LETTER OF UNDERSTANDING

BETWEEN

THE VICTORIAN ORDER OF NURSES, WINDSOR-ESSEX COUNTY BRANCH

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3741

Re: Union Duties

The Union President will be granted a maximum of eight (8) hours a week to perform Union duties with full pay, benefits and seniority. It is agreed that the Union will reimburse the Employer for the eight (8) hours per week.

It is understood that the President of the Union will, wherever possible, inform the Employer in advance as to when **they** will be performing Union duties during the week. If this is not possible, the President will inform the Team support staff of **their** whereabouts in the event that the Employer requires communication with **them**. The Daily report of Service will reflect both Employer and Union work as it is performed.

It is understood that the unpredictability of the Union function may occasionally give rise to the President having difficulty fulfilling **their** commitment to the position held with the Employer. If this is recognized as occurring, by either the Employer or the President, the parties will meet to discuss how this problem may be resolved, including, but not limited to, the permanent or temporary reassignment to another position consistent with **their** training, classification and abilities, as is mutually agreed by the parties.

Dated at Windsor, Ontario this 25th day of November, 2024.

FOR THE UNION

Chester Williams

James W. Humphreys

FOR THE EMPLOYER

Catherine Wallington

Catherine Wallington (Nov 25, 2024 15:35 EST)

Jeffrey Wood

Jeffrey Wood (Dec 4, 2024 15:29 EST)

LETTER OF UNDERSTANDING

BETWEEN

VICTORIAN ORDER OF NURSES, WINDSOR/ESSEX COUNTY BRANCH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3741


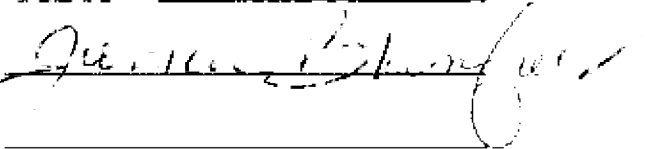
RE: Placement of Nurses on Grid

Notwithstanding Article 22.06 of the Collective Agreement, effective the date of signing of this Letter of Agreement, placement of nurses on the wage grid on initial hire may be up to and including the maximum step on the wage grid, depending on the Nurse's previous experience as set out in Article 22.06.



Nurses actively employed as of the date of signing of this Letter of Agreement whose recognized experience at the time of hire would have placed them at a higher level on the wage grid will, on request, be placed at the appropriate Level on the wage grid. Nurses must submit their request within thirty (30) days of the date of signing of this Letter of Agreement. Placement on the new level on the wage grid will be effective the beginning of the first full pay period following the approval of the Nurse's request. For greater clarification, this movement shall not be retroactive.

Dated at Windsor, Ontario this 25th day of November, 2024.

FOR THE UNION

FOR THE EMPLOYER


Catherine Wallington (Nov 25, 2024 15:35 EST)

Jeffrey Wood (Dec 4, 2024 15:29 EST)

LETTER OF UNDERSTANDING

BETWEEN

THE VICTORIAN ORDER OF NURSES, WINDSOR-ESSEX COUNTY BRANCH

AND

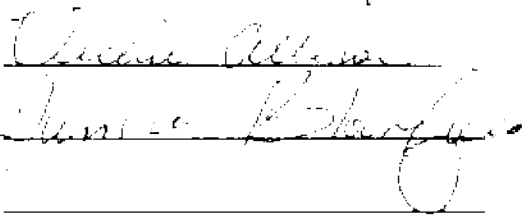
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3741

Re: PSW Wage Enhancement

The Employer agrees to administer the Personal Support Worker (PSW) wage enhancement and its provincial directive for the duration of the collective agreement.

Dated at Windsor, Ontario this 25th day of November, 2024.

FOR THE UNION



FOR THE EMPLOYER

Catherine Wallington
Catherine Wallington (Nov 25, 2024 15:55 EST)

Jeffrey Wood
Jeffrey Wood (Dec 4, 2024 15:29 EST)
