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CÓLLECTIVE AGREEMENT

Between:

CAREFOR HEALTH & COMMUNITY SERVICES

And:

ONTARIO NURSES' ASSOCIATION

Expiry date: March 31, 2009

06250(11)

VONOT01.C09

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and all other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer acknowledges that the Ontario Nurses' Association is certified as the bargaining agent for all registered and graduate nurses in the employ of Carefor Health & Community Services save and except Assistant Nursing Supervisors and persons above the rank of Assistant Nursing Supervisor.
- 2.02 All references to officers, representatives, and committee members of the Association in the Agreement shall be deemed to mean officers, representatives, and committee members of the Association's duly chartered local, namely: Local 74 - Ontario Nurses' Association. All correspondence sent by the Employer to the Association shall be sent to such chartered local.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Employer retains the rights of management save insofar as they are modified by this Agreement. Without limiting the generality of the foregoing, the Employer retains the sole right to:
- (a) Direct the nurses, assign work, hire, discharge, classify, promote, demote, transfer, lay-off, suspend or otherwise discipline a nurse for just cause. A claim that a nurse has been improperly classified or has been demoted, suspended or otherwise disciplined, without just cause, may be subject of a grievance.
 - (b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the nurses work, numbers of nurses and staff requirements.
 - (c) Make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.
 - (d) The Employer agrees that in exercising its rights as enumerated above, it shall not do so in a manner inconsistent with the Collective Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 A full-time nurse is a nurse who works seven and one-half (7.5) hours in a day and seventy-five (75) hours in a two (2) week pay period.

- 4.02 A regular part-time nurse is a nurse who works on a predetermined schedule but works less than seventy-five (75) hours in a two (2) week pay period and is paid an hourly rate.
- 4.03 A casual part-time nurse is a nurse who works on an interim basis and is paid an hourly rate.
- 4.04 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act. A Registered Nurse is required to present her current certificate to the Manager or designate on renewal.
- 4.05 The definition of a registered nurse with a temporary certificate of registration shall be in accordance with the College of Nurses of Ontario. If a nurse's temporary certificate of registration is revoked as a result of failure to successfully complete the registration examination, the nurse will be placed on unpaid leave of absence for up to six (6) months. During this period the nurse shall rewrite the examination at the next scheduled examination date. Where a nurse fails to complete the certification requirements during this period, the nurse will be terminated and such termination shall not be the subject matter of a grievance or arbitration procedure. Notwithstanding the foregoing the Employer may extend the time frame in extenuating circumstances.
- 4.06 The word "nurses" as when used throughout this Agreement shall mean persons included in the bargaining unit outlined in Article 2.01.
- 4.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the context so requires. Where the singular is used it may also be deemed to mean the plural.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising her rights under the collective agreement or any applicable legislation.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.
- 5.04 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.

Sexual harassment is defined as:

- (a) Inappropriate touching, including touching which is expressed to be unwanted.
- (b) Suggestive remarks or other verbal abuse with a sexual connotation.
- (c) Compromising invitation.
- (d) Repeated or persistent leering at a person's body.
- (e) Demands for sexual favours.
- (f) Sexual assault.

Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.01 The Association agrees that there will be no strikes and the Employer agrees that there will be no lock-outs so long as this agreement continues to operate. The meaning of the words "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this agreement an amount equal to the regular monthly Association dues designated by ONA.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work.
- 7.03 The Association shall notify the Employer in writing of any changes in the amount of such regular Association dues at least one month prior to the effective date of such change.
- 7.04 The Employer will send to the Association monthly, its cheque for the dues so deducted, along with the list of the names and amount of such deductions for each nurse. The list shall show terminations, new hires, commencement and/or termination dates of leaves of absence in excess of thirty days, and the social insurance number. A copy of this list will be sent to the Bargaining Unit President.
- 7.05 The Association shall indemnify and save the Employer harmless from any claims from nurses as a result of dues having been collected in accordance with the terms of this agreement.
- 7.06 It is understood and agreed that the Employer has the responsibility for the deduction of dues.

- 7.07 The Employer shall provide each nurse with a T4 slip, showing the dues deducted in the previous year for income tax purposes and a duly completed and signed T2200 slip.
- 7.08 The Employer will co-operate in the provision of access by the Association to the system by providing a mailbox for ONA, for the sole purpose of notification of members regarding Association related matters. No nurse will be reprimanded for leaving a message on a nurse'(s) or team's voice mail when such message pertains to notification regarding Association related matters. The Association shall abide by the procedures established for the system. There shall be no additional cost to the Employer.

ARTICLE 8 - REPRESENTATIVES AND COMMITTEES

8.01 Nurse Representatives

The Employer agrees to recognize nurse representatives as designated by the Association.

8.02 Grievance Committee

The Employer will recognize a Grievance Committee of two (2) Association members for the purpose of meeting with the Employer in the grievance procedure.

8.03 Association-Management Committee

There shall be an Association-Management Committee composed of up to three (3) Association Representatives. The Committee shall meet every two months unless otherwise mutually agreed. Agenda items to be discussed shall be exchanged in writing at least five calendar days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to Carefor nursing or matters relating to the interpretation or administration of the Agreement. The Committee shall promote and provide for effective and meaningful communication.

8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee composed of three (3) Association members for the purpose of negotiating renewals of the collective agreement.

8.05 Occupational Health & Safety Committee

The parties agree to comply with the *Occupational Health and Safety Act* and any other federal, provincial or municipal health and safety legislation and regulations.

Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one representative selected or appointed by the Association from the bargaining unit. At least one of the employees representing workers under the *Occupational Health and Safety Act*, who is trained to be a certified worker as defined under the *Act*, shall be from the Association. Such training and time required shall be paid for by the Employer.

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 relating to occupational health and safety.

Meetings shall be held every third month or more frequently if mutually agreed. The Committee shall maintain minutes of all meetings and make the same available for review.

- 8.06 The Employer will recognize a representative appointed by the union to the Pension and Benefits Committee.
- 8.07 The Association shall keep the Employer notified in writing of the names of the current nurse representatives, committee members and any other officers of the local Association who are employed by the Employer.
- 8.08 The parties recognize that a nurse representative has the responsibility to perform her regular duties and to represent employees on Association business. If a representative must leave her regular duties for any period of time in order to attend to Association business she will coordinate the time needed to fulfil these duties with her supervisor. Upon completion of her business the representative will inform her supervisor that she has returned.
- 8.09 Representatives of the Association shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement.
- (a) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation. A committee member scheduled the night before or the evening of the day of negotiations will be rescheduled to be working the day shift on the day of negotiations.
 - (b) The Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.
 - (c) A representative of the Association who is not working and attends meetings or fulfils other duties related to her responsibilities under the collective agreement on her own time, will be paid for the time if she is a part-time employee or will bank the hours, if she is a full-time employee. Such banked hours will be scheduled off at a time that is mutually agreeable between the employee and the employer.
- 8.10 The Association Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association. The Employer shall also have such rights.
- 8.11 During the orientation period of newly hired nurses, a nurse representative will be allowed a fifteen (15) minute period of time within regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 (a) A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement.
- (b) At any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative.

9.02 It is the mutual desire of the parties that complaints and differences be dealt with in a quick fashion. A nurse will discuss her complaint with her Manager within seven (7) calendar days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse. The Manager shall reply within five (5) calendar days. If the matter is not resolved, it shall be taken up as a grievance.

Step 1

The written grievance shall be submitted to the Chief Executive Officer or designate, within five (5) calendar days of the supervisor's reply. A meeting may be held to pursue a settlement of the grievance. A reply shall be given within ten (10) calendar days of receipt of the grievance. The parties may have representatives from outside.

9.03 Should the matter not be resolved, it shall be referred to arbitration within ten (10) calendar days of reply. The parties will first consider and thus may agree upon a sole arbitrator to hear the matter. If there is no agreement, then the parties shall notify one another in writing within a further ten (10) calendar days, of the name of their respective nominee. Such nominees shall select a chair within a further ten (10) calendar days. Should the parties or the nominees where applicable not be able to agree on the chair, then the Minister of Labour for the Province of Ontario shall appoint the chair.

9.04 The arbitrator shall not be authorized to make a decision inconsistent with the provisions of this agreement, nor to alter, add to, or amend any part of this agreement.

9.05 The proceedings will be expedited by the parties. There shall be a meeting at least forty-five (45) calendar days prior to the scheduled hearing day to once again attempt to resolve the matter. If the matter is still not resolved, then the parties may agree to a Statement of Facts prior to the hearing.

9.06 **All** agreements reached under the grievance procedure by the parties shall be final and binding on the parties for that grievance.

9.07 Each of the parties will share equally the fees and expenses of the arbitrator.

9.08 Policy Grievance

A grievance arising between the Union and the Employer shall proceed to Step 1 within ten (10) calendar days of the circumstances giving rise to the grievance, or ought reasonably to have come to the attention of the Union.

9.09 Group Grievance

When a group of nurses have similar concerns the matter will proceed to Step 1 within ten (10) calendar days of the occurrence, or ought reasonably to have come to the attention of the nurses.

9.10 Discharge/Suspension Grievance

- (a) The Employer agrees that it will only suspend and discharge for just cause. The Employer agrees to provide written reasons within a reasonable time to a nurse who has been discharged. These grievances will be filed at Step 1 within ten (10) calendar days of such occurrence, or ought reasonably to have come to the attention of the nurse.
- (b) In the case of suspension or discharge, the Employer shall notify the nurse that she may be represented by an Association Representative.

ARTICLE 10 – SENIORITY

10.01 Job Security:

- (a) Seniority for full-time nurses shall be defined as length of service with the Employer since date of last hire subject to Article 10.05. Seniority shall be posted in years to 3 decimal places.
- (b) Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1,500) hours paid equivalent to one (1) year of full-time seniority. Seniority shall be posted in hours; in addition, such hours shall be divided by 1500 to reflect years to 3 decimal places for the purpose of integrated seniority comparisons. A part-time employee may not accumulate more than 1500 hours of seniority in a calendar year (calculated from the start of pay period one (1) to the end of the last pay period (either pay period 26 or 27).

10.02 The probationary period for full-time nurses shall be four hundred and fifty (450) hours. The probationary period for regular part-time nurses and casual part-time nurses shall be four hundred and fifty (450) hours or six (6) months which ever comes first.

The probationary period may be extended a further two (2) months by mutual consent.

The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for reasons which are arbitrary, discriminatory or in bad faith.

10.03 A nurse who transfers from full-time to part-time status or vice versa shall not be required to serve a probationary period where she has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the transfer shall be credited towards the probationary period.

- 10.04 The Employer will keep up to date separate seniority lists for full-time and part-time nurses and supply copies of the current lists to the Association once a year, in the month of February, and prior to any layoff.
- The Employer will also post these lists in a conspicuous place at the time they are forwarded to the Association.
- 10.05 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) On an approved leave of absence with pay;
 - (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
 - (c) When absent due to sickness or injury and/or disability;
 - (d) When on pregnancy/parental leave in accordance with the *Employment Standards Act*.
- 10.06 Seniority shall be retained but not accumulated when a nurse 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 on layoff of up to 24 months;
- 10.07 Seniority shall be lost and an employee considered terminated when a nurse is absent from work under the following conditions:
- (a) Retirement;
 - (b) Resignation;
 - (c) Discharge which is not overturned by the grievance/arbitration procedure;
 - (d) Laid off for more than 24 months;
 - (e) Fails, upon being notified of a recall, to signify her intention to return within five (5) calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the employee and Employer; and
 - (f) Fails to report to work as scheduled at the end of a leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer, or utilizes a leave of absence for purposes other than that for which the leave was granted.
 - (g) Is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

10.08 A nurse's full seniority and service shall be retained by the nurse in the event that she is reclassified from full-time to part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of fifteen hundred (1,500) hours paid for each year of **full** time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority or service for each fifteen hundred (1,500) hours paid calculated to 3 decimal places. The foregoing service calculation applies to only those clauses where service is based on hours paid.

10.09 Positions Outside the Bargaining Unit

Any nurse who takes a management position for any reason shall have her seniority frozen at the time of exit to the management position. Upon return, if such return is within six (6) months unless a longer duration is mutually agreed by the Association and the Employer, such seniority will be reinstated and accumulation will again commence.

10.10 Protection of Bargaining Unit Work

The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

10.11 Layoff and Recall

- (a) Where there is a reduction in the workload resulting in a surplus of nurses, the Employer shall lay-off nurses in reverse order of seniority within the bargaining unit provided the nurses remaining are qualified to perform the available work. Probationary nurses shall be laid-off first, followed by the most junior nurses. Layoff and recall rights of full-time nurses shall be separate from part-time nurses.
- (b) Nurses shall be recalled in order of seniority, provided that the nurse is qualified to perform the available work.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of layoff.
- (d) A nurse on layoff will be given job opportunities (vacancies) before any new nurses are hired into that category.
- (e) No new nurse will be hired when there is a nurse on lay-off with the required skills and qualifications.
- (f) A reduction of the regular part-time staffing complement is considered a layoff.

10.12 In the event of a proposed layoff of a permanent or long term nature the Employer will:

- (a) provide the Association with no less than up to thirty (30) working days notice of such layoff and;
- (b) meet with the Association to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Employer will undertake after the layoff;
 - iii) method of implementation including the areas of cutback and the nurses to be laid off; and,
 - iv) any other alternatives.
- (c) In the event of a cutback in service which will result in displacement of staff, the Employer will provide the Association with up to thirty (30) days notice. If requested, the Employer will meet with the Association Management Committee to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on nurses in the bargaining unit.
- (d) When an employee accepts a long-term layoff, she shall be entitled to receive severance pay in accordance with the ***Employment Standards Act***.

10.13 Termination of Service

- (a) An employee shall endeavour to give one month's written notice of resignation.
- (b) A full-time or regular part-time employee who has been employed for three (3) months or more shall be given notice of long term layoff (a layoff of three (3) months or more) in accordance with the following:
 - i) An employee with less than five (5) years of service will receive four **(4)** week's notice in writing or pay in lieu thereof;
 - ii) An employee with five (5) years of service will receive five (5) weeks notice in wiring or pay in lieu thereof.
 - iii) An employee with six (6) years of service will receive six (6) weeks notice in writing or pay in lieu thereof.
 - iv) An employee with seven (7) years of service will receive seven (7) weeks notice in writing or pay in lieu thereof.
 - v) An employee with eight (8) or more years of service will receive eight **(8)** weeks notice in writing or pay in lieu thereof.
- (c) A nurse may be discharged for just cause without notice or pay in lieu thereof, notwithstanding the foregoing.

ARTICLE 11 - JOB POSTINGS

- 11.01 The Employer will post all vacancies and new positions in the bargaining unit for seven (7) calendar days prior to filling the position, in order that any interested nurse

may apply. The posting will also be read out on voice mail to all nurses in the bargaining unit. If no qualified nurse applies, then the Employer may hire a nurse from outside the employ. The name of the successful applicant shall be posted by the Employer.

- 11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.
- 11.03 Vacancies of less than sixty (60) calendar days will be covered by the team. In the event that the vacancy cannot be covered by the team, it will be offered to all part-time staff based on seniority. Should this temporary vacancy be elsewhere than the nurse's usual area of work, she will return to her usual area of work at the completion of the temporary vacancy provided the area of work still exists.
- 11.04 In assessing applicants for vacancies or new positions, the following factors shall be considered:
- (a) skill, ability, experience and qualifications; and
 - (b) seniority.
- When factors in (a) are relatively equal, (b) shall govern. The Employer shall not administer this provision in an arbitrary fashion.
- 11.05 A nurse may make written request for transfer to another area of the city or team. Requests for transfer will be maintained by Human Resources and will be approved in order of seniority subject to operational requirements.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.01 Leave of absence without pay may be granted at the discretion of the Employer for education or personal reasons. Except in unusual circumstances a leave of absence other than for educational purposes will not be granted until one (1) year's continuous service has been completed.
- 12.02 All leaves of absence without pay of more than thirty (30) days shall be without accumulation of seniority, vacation, sick leave, or any benefits under this agreement. If a nurse wishes to remain in the group health insurance plan during her leave she may do so by prepaying full premiums to avoid the transfer out and in, subject to the approval of the carrier.
- 12.03 Leave for Association Business
- (a) Leave of absence without pay to attend Association business will be granted. The total of such days shall not exceed forty (40) days per annum and no more than two (2) nurses from each office or branch to a maximum of four (4) nurses shall be absent from duty at any one time. During such leave of absence the nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Additional leave will not be unreasonably denied.

(b) Leave of Absence for Local Co-ordinators

An employee who serves as a Local Co-ordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. During such leave of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

Leave of absence for Local Co-ordinators for the Ontario Nurses' Association will be separate from the Union leave provided in 12.03 (a).

12.04 Leave – ONA Provincial Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than the office of President, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.05 Leave – ONA Provincial President

A nurse elected to the office of President of the Ontario Nurses' Association shall receive a leave of absence for up to two years. This term can be extended to a second term. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

12.06 Secondment/Special Projects

A nurse who has been granted approval by the Chief Executive Officer or designate for a secondment in the Health Sector or to serve on special projects for the Association may be given a leave of absence without pay for a period of up to two (2) years.

There shall be no loss of seniority or service of such leave. Salary and applicable benefit arrangements will be maintained by the Employer. The Employer shall be reimbursed for the full cost of salary and applicable benefits by the Association or by the agency to which the nurse is seconded. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of such return.

12.07 Professional and Education Leave

Nurses may be granted leave(s) of absence with or without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the nurse's professional development especially as it relates to her responsibilities. Selection shall be made in an equitable basis from nurses who make application to attend. Such leave is granted at the discretion of the Employer.

12.08 Jury/Witness Duty

If a nurse is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties with the Employer, the nurse will not suffer loss of regular pay from her regularly scheduled hours. The nurse will promptly notify the Employer upon notification that she will be required to attend, repay the amount (other than expenses) paid to her for such service or attendance to the Employer and presents proof of service requiring her attendance.

12.09 Bereavement Leave

Following a death in the nurse's immediate family, she shall be granted up to three (3) days off plus two (2) days for travelling if required. A member of her immediate family shall mean: brother, sister, spouse, child, mother, father, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, same sex partner, legal guardian, fiancée. The nurse shall receive her regular pay for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of the death up to and including the day following interment, or three (3) calendar days following the death, whichever is greater. "Immediate family" and "in-laws" shall include the relatives of spouses as defined above.

12.10 Pregnancy/Parental Leave

Pregnancy/ Parental Leave will be granted in accordance with the provisions of the ***Employment Standards Act*** as amended from time to time.

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- (b) The nurse shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (c) The nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (d) Each nurse/parent who has worked for the same Employer for thirteen (13) weeks shall be granted thirty-five (35) weeks of unpaid parental leave if the employee also took pregnancy leave or thirty-seven (37) weeks of unpaid parental leave otherwise. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave.

All other parents must begin this leave not later than fifty-two (52) weeks after the child is born or comes into care.
- (e) A nurse shall be permitted to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.

- (f) A nurse shall continue to accumulate seniority, service rights and shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.
- (h) A nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/ pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/adoption.
- (i) A nurse who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section **18** of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen **(15)** weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

12.11 Prepaid Leave

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

- (a) The plan is available to nurses wishing to spread four **(4)** year's 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 nurse must make written application to the Chief Executive Officer or 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 leave.
- (c) Written applications will be reviewed by the Chief Executive Officer or designate. Leaves requested for the purpose of pursuing further formal nursing 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 nurses that may be absent at any one time shall not exceed one **(1)** staff. The year for purposes of the program shall be September 1 of the year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Employer.
- (e) During the four **(4)** years of salary deferral, 20% of the nurse's gross earnings will be deducted and held for the nurse and will not be accessible to her 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 nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All 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 portions (i.e. Employer and employee portions) 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 holdback) during the four **(4)** years of salary deferral. During the year of leave, the employee's pension will be held in suspense, i.e. no contributions can be made.
- (j) Full-time nurses 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) A nurse may withdraw from the plan at any time during the deferral portion provided three **(3)** months notice is given to the Chief Executive Officer or designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse 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 nurse as much notice as is reasonably possible. The nurse 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 within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- (o) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (p) Final approval for entry into the pre-paid program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 12.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 13 – EMPLOYEE FILES

- 13.01 In the event it is deemed necessary by the Employer to file a report of censure the Employer shall, within ten days thereafter, give written particulars of such censure to the nurse involved. Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for the immediately preceding twelve (12) months during which she has worked.
- 13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practise or other employment related matters with respect to any nurse is produced, such nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a nurse may review her file in the presence of her supervisor or designate with advance notice to the Employer.

ARTICLE 14 – HOURS OF WORK

- 14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule.
 - (a) The normal daily tour worked shall be seven and one half (7.5) hours exclusive of unpaid breaks (inclusive of travel time). The employer commits to arranging a first visit within twenty-five (25) km of the employee's home where possible. Notwithstanding the foregoing, where an employee at her request, has been assigned a district that is outside the district in which she

lives, the twenty-five (25) km will commence at the boundary of the position's district.

- (b) The normal hours of work shall average 75 hours per two week period.
- (c) Whenever operational requirements permit, a nurse with the agreement of her Manager, may work a flexible hour day.
- (d) It is recommended that a nurse schedule a rest period at the approximate mid-point of her tour.
- (e) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week.
- (f) A regular part-time nurse will provide the Employer with a commitment to work up to four (4) tours per week. A regular part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four (24) hours advance notice that she is no longer available.
- (g) Regular part-time nurses will be scheduled for an average of one (1) in three (3) weekends.
- (h) A part-time nurse may be hired to do weekend work only. This may include a paid holiday attached to a weekend.
- (i) Casuals normally are not regularly scheduled and are not necessarily scheduled for a full 7.5 hours tour.

14.02

Evening Visiting Nursing

- (a) The normal hours of work for the visiting evening program are sixteen hundred (1600) hours to twenty-four hundred (2400) hours. With the agreement of the Association the employer may implement a fourteen hundred (1400) to twenty-two hundred (2200) hours tour. These tours shall be prescheduled in accordance with article 14.03 (a).

Nurses currently working in the visiting evening program will not be required to work fourteen hundred (1400) to twenty-two hundred (2200) hours. The current nurses may choose to work these hours.

Newly hired nurses shall be required to work both fourteen hundred (1400) to twenty-two hundred (2200) hours and sixteen hundred (1600) to twenty four hundred (2400) hours and the employer will endeavour to schedule the nurse on her evening tour of choice.

Wherever operational requirements permit, a nurse with agreement of her supervisor may work a flexible hour day.

- (b) When a nurse in the evening visiting program is required to remain available until 2400 hours after her visiting assignment is complete, she will then be on standby time.

14.03 Scheduling

The following provisions shall apply to full-time and part-time nurses:

- (a) The work schedule shall be posted four (4) weeks in advance and shall cover a four (4) week period.
- (b) Where possible, any request for time off must be submitted in writing two (2) weeks in advance of the posting of the schedule.
- (c) There shall be no split tours scheduled by the Employer, unless mutually agreed.
- (d) The approved posted schedule shall provide a minimum of 16 hours off between scheduled tours, unless mutually agreed.
- (e) A nurse shall not be scheduled by the Employer to work more than seven consecutive tours, unless mutually agreed. If a nurse is required to work on an eighth day the nurse shall be paid at one and one half (1½) times her regular straight time hourly rate.
- (f) A Nurse's scheduled tours on a posted work schedule shall not be changed by the Employer to other tours (e.g. days to evenings) without twenty-four (24) hours notice. The employer will not exercise this clause in an arbitrary manner.
- (g) A request for an exchange of tours set out in the posted time schedule must be submitted in writing and signed by the nurses requesting the exchange. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied.

14.04 Weekend Duty

- (a) The scheduling of full-time and regular part-time nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and caseloads, the Employer will schedule nurses to work according to the following:

An average of one (1) weekend in three (3):
- (b) A weekend shall be defined as commencing at 2400 hours Friday and ending at 0800 hours on Monday, however, an employee, (other than a full-time evening employee) will not be scheduled after 16:30 hours on the Friday of her weekends off more than once in six (6) consecutive weeks, unless she requests otherwise and the employer agrees.
- (c) Where a nurse is scheduled for a weekend and a holiday occurs on either the Friday or the Monday, such nurse will be scheduled for the holiday as well.

14.05 Christmas/New Year's

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 9th (first weekend after New Year).
- (b) A part-time nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise.
- (c) A nurse who works Christmas shall be scheduled to be off for at least four (4) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the employee and the Employer.
- (d) Christmas time shall include Christmas Day and Boxing Day.
- (e) New Year's time shall include New Year's Day.

14.06 Availability of Regular Part-time Nurses

- (a) Regular part-time nurses will commit to work up to four (4) tours per week. The number of tours shall not be construed to be a guarantee of hours of work to be performed on each tour and during each work schedule;
- (b) Weekend schedule as listed in Article 14.04 unless a nurse requests weekend work.
- (c) Designated holidays shall be equitably distributed among the part-time nurses in the bargaining unit.
- (d) **Up** to five (5) tours over Christmas or New Years.

14.07 Cancellation Guidelines

- (a) In the event work is not available for a scheduled part-time nurse on her team, then she will be assigned to work on another team. If a cancellation(s) is required, it shall be done on the team/in the area in reverse order of seniority in the following order: casual before regular part-time before full-time employees. Such cancelled nurse(s) will have first consideration, in order of seniority and status (full-time then regular part-time then casual), for any extra work of up to equal length of the cancelled hours, that may have arisen (e.g. sick leave replacement) within her own team/area and then agency wide. The cancelled nurse(s) can displace the least senior nurse(s) working the same tour on the same day whose work she/he is qualified and able to perform.
- (b) Cancellation messages will be left on voice mail and it is the responsibility of the nurse to check for messages.
- (c) Eight (**8**) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled day tour, unless mutually agreed; failing which the employer shall pay four hours cancellation pay.

- (d) Three (3) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night tour, unless mutually agreed otherwise by the employee and the Employer, failing which, the employer will pay cancellation pay in accordance with Article 21.02.
- (e) In the event that there might not be sufficient work for a nurse for an upcoming shift, the Employer may:
 - i) cancel the nurse and provide cancellation pay, if applicable. If work becomes available the cancelled nurse(s) will be given first option to work in order of seniority; or
 - ii) offer the nurse the option of remaining on standby in accordance with Article 21.04.

Otherwise the nurse begins at the scheduled start time whether or not there is work available at that time.

14.08

Job Sharing

The parties agree to the following procedure for Job Sharing:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis and based on seniority.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Nurse Manager.
- (c) The above schedule shall conform with the scheduling provisions of the Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner, as well as with other nurses.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and the job shared position shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) The job sharers involved will have the right to determine which partner works on scheduled weekends and the job shared position shall only be required to work the number of weekends that a full-time nurse would be required to work.
- (g) Coverage

Job sharers are not required to cover for their partners during long term leaves (sick, maternity, parental, education) but may be offered the opportunity to do so. It is expected that job sharers will cover each other's absences for incidental illnesses, and vacations. If, because of unavoidable circumstances, one cannot cover the other, the staffing supervisor must be notified to book coverage.

(h) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection of the successful candidates will be based on Article 10.5 (c) of the Collective Agreement which shall be deemed to include compatibility.

(i) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made based on Article 10.5 (c) of the Collective Agreement which shall be deemed to include compatibility.

(j) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant for the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing in the full-time position or reverting to a casual part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

(k) Once the job sharing agreement begins, the job sharers will become regular part-time and receive the percentage in lieu of benefits. Other terms and conditions shall apply as per the Collective Agreement.

(l) The employer and the ONA will meet as required to determine the number of job shared positions that the visiting nursing program can support.

(m) Discontinuation

Either party may discontinue the **job** sharing arrangement with thirty (30) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE 15 - PAID HOLIDAYS

15.01 The following holidays will be recognised as paid holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Easter Monday
Remembrance Day	

15.02 Holiday pay will be computed on the basis of the nurse's regular rate of pay.

15.03 In the event that a full time nurse works on any of the foregoing designated holidays she shall be paid at the rate of one and one half times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive an additional day off with pay.

- 15.04 A nurse who works Christmas Day/Boxing Day shall not be required to work New Year's Day. The Employer will rotate the requirement to work Christmas Day/Boxing Day with New Year's Day on alternate years.
- 15.05 A part-time nurse shall be paid at the rate of time and one half her regular straight time hourly rate for all hours worked on the recognized holidays.
- 15.06 A tour that begins during the twenty-four (24) hour period of the above holidays, with the majority of hours worked to fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 15.07 Where a holiday falls during a full-time nurse's scheduled vacation period, her vacation shall be extended by one day unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time nurse's scheduled day off, an additional day off with pay will be scheduled.
- 15.08 A nurse may accumulate up to two (2) statutory holidays which may be taken at her request, subject to service need, singularly or consecutively, or added to her vacation.
- 15.09 Lieu days will be taken within sixty (60) days following the designated holiday unless otherwise mutually agreed to by the Employer and the nurse.

ARTICLE 16 - VACATIONS

- 16.01 All full-time nurses on staff at April 1, 1997 shall be granted vacation with pay as follows:
- (a) Less than fifteen (15) years of continuous employment - twenty (20) days;
 - (b) Fifteen (15) years and less than twenty-five (25) years of continuous employment - twenty-five (25) days;
 - (c) Twenty-five (25) years of continuous employment - thirty (30) days.
- A full-time nurse shall be granted vacation with pay as follows:
- (a) less than one (1) year of full time continuous employment - one point two five (1.25) days per month of full time continuous employment;
 - (b) one (1) or more years but less than three (3) years of full time continuous employment - fifteen (15) days;
 - (c) three (3) or more years but less than fifteen (15) years of full-time continuous employment - twenty (20) days;
 - (d) fifteen (15) or more years but less than twenty-five (25) years of full-time continuous employment - twenty-five (25) days;
 - (e) twenty-five (25) or more years of full-time continuous employment - thirty (30) days.

16.02 Part-time nurses on staff at April 1, 1997 shall be entitled to vacation pay in the following manner:

- twenty (20) day entitlement 8% of gross earnings
- twenty-five (25) day entitlement 10% of gross earnings
- thirty (30) day entitlement 12% of gross earnings

Part-time nurses shall be entitled to vacation pay in the following manner:

- (a) less than one (1) year of full-time continuous employment - four (4) percent of gross earnings;
- (b) one (1) or more years but less than three (3) years of full-time continuous employment - six (6) percent of gross earnings;
- (c) three (3) or more years but less than fifteen (15) years of full-time continuous employment - eight (8) percent of gross earnings;
- (d) fifteen (15) or more years but less than twenty-five (25) years of full-time continuous employment - ten (10) percent of gross earnings;
- (e) twenty-five (25) or more years of full-time continuous employment - twelve (12) percent of gross earnings.

16.03 Unpaid vacation is granted as follows:

- (a) nurses who have completed one (1) or more years of continuous service are entitled to three (3) calendar weeks' vacation per year.
- (b) nurses who have completed three (3) or more years of continuous service are entitled to four (4) calendar weeks' vacation per year
- (c) nurses who have completed fifteen (15) or more years of continuous service are entitled to five (5) calendar week's vacation per year
- (d) nurses who have completed twenty-five (25) or more years of continuous service are entitled to six (6) calendar week's vacation per year.

16.04 For the purpose of vacation entitlement, service for those nurses whose status is changed from part-time to full-time or vice versa shall mean the combined service as a part-time and full-time nurse accumulated on a continuous basis. For the purpose of this article, fifteen hundred (1,500) hours of part-time service shall equal one (1) year of full-time service.

16.05 When a nurse's employment is terminated by the Employer for any reason, full payment for vacation earned, but not taken, will form part of such nurse's termination. If vacation has been received by the nurse over and above the vacation she is entitled to pursuant to the terms of this agreement, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse an equal amount equivalent to the pay for vacation received without entitlement.

16.06

Vacation Scheduling:

- (a) Requests for prime time summer vacation (June 15 to September 15) shall be submitted in writing by March 15 and shall be granted in order of seniority. To the extent that operational requirements allow, all employees will be permitted up to two (2) consecutive weeks, or if the employee so chooses two single weeks, of vacation in summer prime time. Thereafter, additional weeks of prime time summer vacation will be permitted as operationally feasible. The Employer will post the final vacation list by May 1st. All other vacation requests, except as indicated below, should be submitted in writing at least one (1) month in advance, and the Employer shall reply to the request within one (1) week.
- (b) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (c) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (d) A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.
- (e) Vacation may commence on any day of the week.
- (f) Weekends prior to and following scheduled vacation will be scheduled off.
- (g) Single vacation days may be granted as long as the nurse provides three (3) working days notice and subject to operational requirements.
- (h) Where an employee's scheduled vacation is interrupted due to hospitalization/serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.
- (i) Where a full-time nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the employee's vacation credits.
- (j) A nurse may not change her authorized vacation time without a written request from the nurse and the prior approval of the Employer.
- (k) The winter school break vacation shall be rotated among interested nurses.
- (l) The parties agree that annual vacation is intended to be taken in total each year. Where a nurse is unable to take her entire vacation entitlement, it shall be paid out at the fiscal year end.
- (m) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Chief Executive Officer or designate.

ARTICLE 17 - SICK LEAVE

- 17.01 Full-time nurses will accumulate sick leave on the basis of one and one half (1%) working days for each month of service up to a maximum of one hundred and twenty (120) days. It is agreed that any nurses who currently have a bank of days in excess of 120 will have their sick leave bank frozen. Such bank shall be utilized and no further credit shall be given until these individuals have reached 120 sick leave credits.
- 17.02 Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on sick leave. Designated holidays and regular days off shall not form part of the illness period.
- 17.03 A nurse shall be entitled to an annual statement of her sick leave credit. This statement shall be given to the nurse on or before the end of April of each year of her employment.
- 17.04 If a physician's certificate is requested, the Employer shall pay any fee for such certificate which is not payable by the nurses' health insurance plan.
- 17.05 Where applicable, a nurse who transfers from full-time to part-time status may have her unused sick leave credits restored to her, should she re-join the full-time staff without a break in service and within three (3) years.

ARTICLE 18 - PENSION AND GROUP BENEFITS

- 18.01 Enrolment, participation and contributions by the nurses and the Employer will be in accordance with the terms and conditions of the Carefor Pension Plan.
- (a) All full-time nurses who are presently enrolled in the Employer's pension plan shall maintain their enrolment in the Plan. Full-time nurses employed, but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan when eligible.
- (b) Part-time nurses may participate in the Carefor Pension Plan.
- 18.02 Workplace Safety and Insurance Act
- (a) The Employer shall provide coverage for nurses under the *Workplace Safety and Insurance Act*.
- (b) If a nurse is entitled to sick leave and elects to take WSIB benefits, she may in her discretion continue to draw her full salary, and the WSIB benefits shall be paid to the Employer and the Employer in such cases shall charge against her accumulated sick leave benefits an amount equal to the difference between WSIB benefits and the nurse's salary until her sick leave credit is exhausted.
- 18.03 Extended Health / Dental Care Benefits
- It is a condition of employment for full-time staff eligible for Extended Health/Dental benefits to be covered under the group plan unless they have at least equal coverage under a spousal plan. Carefor agrees to provide Tier 3 Health and Tier 3

Dental Coverage to all eligible employees receiving extended health and/or dental benefits. The Employer will pay 100% of the benefit costs of the Tier 3 Extended Health plan and forty-two percent (42%) of the cost of the Tier 3 Dental Plan based on single, couple or family coverage requirements.

18.04 Long Term Disability

All eligible full time nurses will participate in the employer's LTD plan which provides a benefit of 60% of salary, non-taxable. Full time nurses are required to pay 100% of the billed premium.

For nurses hired prior to April 1, 1999, the Employer agrees to continue to compensate the employees for the difference between the LTD cost as of March 1, 2000 to the above mentioned plan in June and December of each year.

18.05 Life Insurance and Accidental Death & Dismemberment

(a) The Employer shall contribute 100% of the billed premium toward coverage of full-time eligible nurses in the group life insurance plan which provides coverage at two (2) times annual salary. Such insurance shall include benefits for Accidental Death and Dismemberment, up to two (2) times annual salary.

(b) Eligible employees may apply for optional life insurance in accordance with the requirements of the benefit plan. This life insurance is 100% payable by the employee.

(c) Eligible employees may apply for Spousal Life Insurance in accordance with the requirements of the benefit plan. This life insurance is 100% payable by the employee.

18.06 The Employer shall continue to pay, for a period of up to two (2) years, its portion of the premium for benefit plans for eligible nurses who are on paid leave of absence or WSIB. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment of the full premium cost and provided that the layoff does not exceed one (1) year.

18.07 Retired nurses may continue to participate in the benefit plans which permit participation by a non salaried nurse. The nurses shall pay the cost of the premiums.

18.08 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

18.09 The Employer shall provide each nurse with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Association.

18.10 The benefit plans are those described in Carefor policy G0037436 as amended by this collective agreement.

ARTICLE 19 - SKILLS DEVELOPMENT AND TRAINING

- 19.01 The Employer and the Association recognize their joint responsibility and commitment to provide and participate in the professional development of staff.
- 19.02 In recognition of the importance of employees' continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow employees to pursue educational opportunities.
- 19.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.
- 19.04 Nurses with special skills or training will be identified as peer resource persons and nurses will be encouraged to make use of these resource persons.
- 19.05 Where new nursing skills are required, the initial training will be offered based on caseload needs of the area and client requirements.
- 19.06 The Employer will cover the cost of the initial training for required skills. If the Employer does not have the resources to cover the total cost, the Employer will look to cost sharing strategies with the Association or individual employee. (Eg. Employer covers the cost of the trainer, location, and supplies and the employee attends on her own time.)
- 19.07 It is expected that following initial training for needed and required skills, the nurse will have the responsibility for maintaining ongoing competence, by utilizing her skills in the workplace or attending in-services.
- 19.08 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario
- The above referenced Peer Feedback is confidential information which the nurse is expected to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognise the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program.
- 19.09 Preceptorship
- In the event the Employer receives compensation for providing preceptorships (or equivalent), the employee will be compensated accordingly.

ARTICLE 20 - MISCELLANEOUS

- 20.01 The Employer shall provide a bulletin board in each office for the sole use of the Association.
- 20.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.

- 20.03 Pay will be deposited bi-weekly into the employee's bank account by direct deposit, with a clarified, itemized statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.
- 20.04 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 20.05 Where a medical examination is required, a nurse may choose her personal physician.
- 20.06 Prior to effecting any changes in the Employer's policies or rules, which would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes at the Association Management Meeting.
- 20.07 The Employer will notify the Bargaining Unit President of the names of all nurses off due to long term illness or injury (whether or not the nurses are in receipt of WSIB)
- 20.08 Inclement Weather
- A nurse who is unable to report to work or must finish her shift early due to inclement weather shall after consultation with the manager, use vacation or compensating time off to replace any lost time. Phone calls made to clients when the nurse is unable to work due to inclement weather shall be counted as time worked and shall be paid at the regular rate of pay.

ARTICLE 21 - OVERTIME AND PREMIUM PAYMENTS

- 21.01 (a) All time worked in excess of a seventy-five (75) hour fortnight shall be considered overtime. Overtime shall be subject to the following conditions:
- i) Any work assigned by the Employer to a part-time nurse in excess of seven and one-half (7½) hours per tour will be considered overtime subject to premium pay;
 - ii) Notwithstanding the above, given the ability to flex the approved start and finish times and length of work day according to client/caseload needs, nurses may choose to work longer than seven and one-half (7½) hours. Such choice shall not be considered overtime.
 - iii) Time up to and including fifteen (15) minutes shall not be counted.
- (b) Where a nurse works overtime as set out above, the nurse shall be paid either one and one-half (1½) times the nurse's regular straight time hourly rate for the overtime worked, or compensatory time off (where applicable) at one and one-half (1½) times in lieu. At the beginning of each fiscal year the nurse will indicate in writing her choice of compensation for overtime worked on time off in lieu of payment. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

The Employer and the nurse will attempt to come to a mutual agreement on a date such time off may be taken. Where no agreement *is* reached with

respect to the overtime taken, the Employer may liquidate the overtime credits at two periods during the fiscal year, October 31 and March 31. There will be no holding over of overtime credits from one fiscal year to the next.

21.02 Cancellation Pay

If a nurse's tour is cancelled with less than four (4) hours personal notice from the starting time of the tour period, she will receive minimum of four (4) hours pay at her regular straight time rate.

21.03 Call-in. Call-back

An employee who is called back to work after completion of her shift shall receive compensation at the rate of time one one-half (1 ½) covering the whole period she is required to be absent from her residence for such call with a minimum of four (4) hours. A full-time employee may choose to be compensated by pay or equivalent banked paid hours, where such banked hours will be taken off at a time that is mutually agreeable to the employee and the employer. A part-time employee will be compensated by pay.

21.04 Standby

A nurse who is required to be on standby shall be paid two dollars and ten cents (\$2.10) per hour for all hours on standby. If called in to work, she shall be paid at time and one-half her regular rate of pay with a minimum of two (2) hours at time and one-half for all time she is required to be absent from her residence. A nurse who is called in to work prior to 6:00 a.m. who is scheduled to work that day may elect to reduce her working hours for that day by up to the number of hours worked.

Phone calls made by the nurse on standby shall be counted as time worked. If the time spent is fifteen (15) minutes or less no payment is made. If the time spent is greater than fifteen (15) minutes the nurse shall be paid at time and on half (1 ½) for the entire period she is on the phone.

21.05 Shift Premium

A nurse working on an evening or night shift shall be paid a premium of \$2.25 per hour for each hour worked outside the normal hours of the day shift.

21.06 Weekend Premium

A nurse shall be paid a weekend premium of one dollar and twenty-five cents (\$1.25) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

21.07 Reporting Pay

A nurse who reports to work as scheduled or requested shall receive a minimum of four (4) hours pay at her regular straight time hourly rate (inclusive of percentage in lieu).

21.08 Responsibility Allowance

The team leader on the evening or night shift shall be paid a responsibility allowance of 40 cents per hour in addition to salary, shift premiums and other applicable benefits.

ARTICLE 22 - TRANSPORTATION ALLOWANCE

22.01 Effective April 1, 2007, transportation allowance is thirty-nine cents (\$.39) per kilometre. Effective April 1, 2008 transportation allowance is forty-one cents (41¢) per kilometre.

Kilometrage at the beginning and end of the day shall be calculated from the lesser of the first/last authorized visit or 25 kilometres from the employee's home unless the first/last stop is the office. In such situations, kilometrage shall start/end at the office. A "visit" includes a client, a related services and the Carefor office.

Where the nurse makes a single visit to a single client while on standby, kilometrage shall be measured from the nurse's home to the client's home and return to the nurse's home.

22.02 The Employer shall reimburse the nurse for legitimate parking expenses incurred in the performance of her duties.

ARTICLE 23 - COMPENSATION

23.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix A attached to and forming part of this Agreement.

23.02 With the exception of shift nursing hours, all other hours are paid in accordance with Appendix A. Shift nursing hours are paid in accordance with the letter of understanding.

23.03 A graduate nurse in the employ of the Employer, upon presenting proof of current Certificate of Competence issued by 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 Chief Executive Officer or designate, or to the date of last hire, whichever is later.

23.04 Previous Experience Credit

For the purposes of initial placement of a newly hired full-time or part-time nurse on the wage grid, such nurse shall make a claim in writing for recognition of recent nursing experience on the application for employment form or otherwise. The nurse shall co-operate with the Employer by providing verification of such previous experience in writing from previous Employers during the probationary period. No credit shall be given where the nurse has not been actively nursing within the immediately preceding last three years. The Employer shall assess the applicability of the previous experience during the nurse's probationary period and shall place the nurse at an appropriate step on the wage grid effective the date of hire. Such

placement shall not exceed the fourth step of the wage grid and shall be on the basis of one (1) increment for each year of nursing experience.

A nurse who is hired as a shift nurse will have her credit for experience for the purpose of placement on the salary scale applied when she begins her appointment to a non shift nursing position.

23.05 An annual increment shall be effective on each nurse's anniversary date of employment and after each fifteen hundred (1,500) hours paid in the case of part-time nurses.

23.06 When a new classification within the Bargaining Unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a nurse alleges she has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay, providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 1 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.

Any change in the rate established by the Employer through meetings with the Association or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.

23.07 A full-time nurse who is transferred to part-time status or vice-versa shall be placed at the same step on the respective wage grid.

23.08 A part-time nurse who is temporarily replacing a full-time nurse shall continue to be treated as a part-time nurse.

23.09 A part-time nurse will be paid twelve percent (12%) in addition to her straight time hourly rate in lieu of all fringe benefits, (being those benefits paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, shift premium, weekend premium, responsibility allowance, reporting pay, jury and witness duty, bereavement pay and education allowance).

Nurses who opt to join the pension plan shall have their percentage in lieu reduced by four (4) percent.

ARTICLE 24 - DURATION

24.01 This Agreement shall continue in effect until March 31, 2009 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

24.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

24.03 All terms of the collective agreement shall become effective upon date of ratification by both parties to the agreement unless specifically stated otherwise in the agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Appendix A.

Dated at Ottawa, Ontario, this 15th day of June, 2007

FOR THE EMPLOYER

Bob Cusack

Sheryl Cross

Blamphers

FOR THE UNION

Don Cullloch
Labour Relations Officer

Kay Cardinal

Kathleen Helbert

John Long

APPENDIX "A" - SALARY SCHEDULE

HOURLY RATE

REGISTERED NURSES

RN

Effective	Oct. 1/06	May 29/07	Apr. 1/08	Dec. 31/08
Step 1	23.00	23.51	23.98	24.48
Step 2	23.91	24.44	24.92	25.45
Step 3	25.13	25.68	26.20	26.75
Step 4	26.27	26.85	27.38	27.96
Step 5	27.17	27.77	28.32	28.92
Step 6	28.40	29.02	29.61	30.23
Step 7	29.60	30.25	30.86	31.50
Step 8	31.23	31.92	32.56	33.24
Step 9	32.66	33.38	34.05	34.76

BSCN

Effective	Oct. 1/06	May 29/07	Apr. 1/08	Dec. 31/08
Step 1	23.69	24.21	24.70	25.21
Step 2	24.60	25.14	25.64	26.18
Step 3	25.83	26.40	26.93	27.49
Step 4	26.98	27.57	28.13	28.72
Step 5	27.88	28.49	29.06	29.67
Step 6	29.12	29.76	30.36	30.99
Step 7	30.34	31.01	31.63	32.29
Step 8	31.98	32.68	33.34	34.04
Step 9	33.41	34.15	34.83	35.56

LETTER OF UNDERSTANDING

Between

CAREFOR HEALTH & COMMUNITY SERVICES

And

ONTARIO NURSES' ASSOCIATION

Re: Shift Nursing

- 1 Nurses working in the shift nursing program will be covered by the Collective Agreement except where modified by this agreement.
 - (a) Articles on Hours of Work, Scheduling, Vacation, Compensation and Weekend Work will not apply to Shift Nursing.
 - (b) Shift Nursing will be defined as nursing care required to meet the needs of a single client at a time. A shift ranges in length from two (2) to twelve (12) hours based on client need. For each five hours of the shift, the nurse shall be provided with a 30 minute paid meal break as the nurse is expected to remain in the client's home.
 - (c) Nurses working in the Shift Nursing Program will be treated as casual nurses. For assignments longer than two weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.
 - (d) Assignments will be made in order to provide continuity of care to the client. Assignments will be based on availability, skills, experience, and when all this is equal, seniority.

2. Compensation
 - (a) Shift Nursing shall be paid at either at the first step or the second step of the RN or BScN scale.
 - (b) Newly hired nurses shall be placed at Step 1.
 - (c) After 1500 hours of service the nurse shall be placed at Step 2
 - (d) The nurse will receive 4% paid on her straight time hourly rate in lieu of vacation.
 - (e) The nurse will receive 8% paid on her straight time hourly rate in lieu of benefits.
 - (f) The nurse will be eligible to join the Carefor pension plan after two years of continuous employment, or any lesser period provided under the pension plan or Pensions Act. Shift nurses who opt to join the pension plan shall have their percentage in lieu reduced by four percent (4%).

- (g) There is no compensation for mileage. In the event there is more than one client seen in the day, a maximum of one half hour travel time is paid between clients.

3. Premium Pay

All time worked in excess of eighty (80) paid hours shall be considered as overtime and shall be paid at a rate of time and one half (1%).

4. Cancellation

Nurses who are assigned to Shift Nursing can be cancelled up to two hours in advance of assigned hours of work without penalty.

5. Reporting Pay

A nurse who is called in or reports for Shift Nursing as scheduled and is not required to work shall, unless otherwise notified by the Employer, receive a minimum of two (2) hours pay at her regular hourly rate. She shall be required to perform any nursing duties assigned by the Employer but not in the Visiting Nursing Program.

Dated at Ottawa, Ontario, this 15th day of June, 2007

FOR THE EMPLOYER

Bob Cement
Sheryl Cross
Blampers

FOR THE UNION

Angela Culloch
Labour Relations Officer
Kay Cardinal
Rachelle Helbert
Shirley

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LETTER OF UNDERSTANDING

Between

CAREFOR HEALTH & COMMUNITY SERVICES

And

ONTARIO NURSES, ASSOCIATION

Re: Related Services

The Employer is working at securing contracts with businesses or individuals that require the provision of nursing services in a variety of settings (e.g. flu clinics, wellness clinics).

1. Full-time, regular part-time and casual nurses from the visit and shift nursing programs who have declared an interest in working in Related Services may be assigned to work in Related Services in accordance with their interest and the following:
 - skill, ability, knowledge and experience
 - availability
 - geography
 - skills in the official languages when required
 - all else being equal, seniority
2. Nurses may be hired into or transfer to a position in Related Services. Such nurses would have first priority for shifts in Related Services.
3. In the event there are not enough nurses who have volunteered for a Related Service, the Employer may require a nurse to take the assignment. In such a situation, the Employer will make additional requests for volunteers. If no-one volunteers, the work may be assigned to the least senior nurse who is working that day who is qualified to do the available work.
4. Hours of work for each related service will vary depending upon the needs and requests of the customer. The Related Services may be scheduled into a visit nurse's day.
5. Part-time nurses who are scheduled for a Related Service will ~~be~~ be expected to work unless they provide the Employer with forty-eight (**48**) hours notice of their inability to meet their commitment.
6. "Hours worked" includes reasonable time required
 - (a) for orientation to the specifics of each Related Service
 - (b) to obtain, prior to the date/time of the Related Service, the necessary material, equipment and supplies that are provided.

(c) for set up and take down and return of supplies.

Dated at Ottawa, Ontario, this 15th day of June, 2007

FOR THE EMPLOYER

Bob Connors
Sheryl Cross
Blamghun

FOR THE UNION

Marie Culloch
Labour Relations Officer
Kay Cardinal
Katherine Helbert
John Lutz

LETTER OF UNDERSTANDING

Between

CAREFOR HEALTH & COMMUNITY SERVICES

And

ONTARIO NURSES' ASSOCIATION

Re: Benefit Plans

The Employer confirms that the Benefit Plans described in Carefor policy G0037436 are identical to the former plans in the VON Canada policy 50588 in effect April 1, 2002.

Dated at Ottawa, Ontario, this 15th day of June, 2007

FOR THE EMPLOYER

Bob Cairns
Sheryl Cross
Blanchard

FOR THE UNION

Donna Culloch
Labour Relations Officer
Kay Cardinal
Katherine Helbert
Shirley

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