COLLECTIVE AGREEMENT

BETWEEN

VICTORIAN ORDER OF NURSES CANADA, ONTARIO BRANCH GREATER KINGSTON SITE
(The "Employer")

And

ONTARIO FEDERATION OF HEALTH CARE WORKERS
(The "Union")

Expires: March 31, 2017
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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, the Union and the Registered Practical Nurse (nurse) concerned, to provide for the prompt settlement of disputes and to establish and maintain mutually acceptable working conditions. It is recognized that the RPN’S wish to work cooperatively with the Employer to provide the best possible community health services.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Ontario Federation of Health Care Workers as the bargaining agent for all Registered and Graduate Practical Nurses employed in a nursing capacity by the Victorian Order of Nurses for Canada – Ontario Branch, Greater Kingston Site, save and except supervisors, persons above the rank of supervisor, office and clerical staff. For the purposes of clarity, office and clerical staff shall include a caseload planner.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes that the Employer has retained and shall possess and exercise all rights, functions, power, privileges and authority that it is possessed prior to the execution of this Collective Agreement except those that are expressly and specifically relinquished or restricted in this Collective Agreement.

3.02 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 this Collective Agreement.

3.03 The Employer shall not execute its management rights in such a way as to be in violation of a specific provision of this Collective Agreement.

ARTICLE 4 – DEFINITIONS

4.01 The following definitions shall be applied to the Agreement.

(a) A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours of this Collective Agreement.

(b) A part-time nurse is a nurse regularly scheduled to work less than the normal full-time hours in this Collective Agreement.

(c) A casual relief nurse is one who is employed on a relief basis as and when Required by the Employer.
(d) The terms Registered Practical Nurse, “RPN” and employee when used throughout this Agreement shall mean persons employed by the Employer and covered by this Agreement who are:

i) Registered Practical Nurses (RPN) registered by the College of Nurses of Ontario in accordance with the Regulated Health Professionals Act

ii) Graduate Practical Nurses with incomplete certification who are graduates of a program acceptable to the College of Nurses registered by the College or are completing registration requirements. Registration must be completed within twelve (12) months following the date of hire. Where the graduate fails to complete such registration requirements, she will be terminated and such termination shall not be the subject of a grievance or arbitration procedure.

ARTICLE 5 – NO DISCRIMINATION

5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership or non-membership in the Union or by reason of exercising her rights under the Agreement.

5.02 The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during workings hours except 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 employees covered by this Agreement on the basis or race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap as defined in the Human Rights Code.

5.04 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace. Sexual harassment shall have the same meaning as under the Human Rights Code. Including but not limited to, 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.
5.05 Violence and Harassment in the Workplace

The parties agree that violence shall be defined as any incident in which any employee is abused, threatened or assaulted while performing work. The parties agree it includes the application of force, threats with or without weapons and verbal abuse.

The parties agree that they are both committed to a harassment-free environment, addressing discrimination and harassment issues in a timely and effective manner, and meeting their obligations in respect to accommodation/modified work.

Harassment means engaging in vexatious conduct or conduct that is known or ought reasonably to be known to be unwelcome. Harassment shall also be deemed to include harassment for reason not specifically prohibited by the Ontario Human Rights Code.

The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to the Employer (Nursing Program Manager or District Executive Director) or to the Union (a Union Steward or Business Agent). The Employer will make every reasonable effort to rectify the situation.

If any incident is reported to the Employer only, the Employer agrees to notify the Union of any incident within 3 business days.

ARTICLE 6 – NO STRIKE, NO LOCKOUT

6.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockout so long as this Collective Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning in the Ontario Labour Relations Act.

ARTICLE 7 – RELATIONSHIP – UNION SECURITY

7.01 The Employer will deduct from the total monthly pay due to each employee a sum equal to the monthly Union dues designated by the Union.

7.02 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 or casual employee in a month in which the nurse does not work.

7.03 The amount of regular monthly dues shall be that authorized by the Union and the Union shall notify the Employer of any changes therein in writing at least one (1) month prior to the effective date of such change and such notification shall be the Employer’s conclusive authority to make the deduction specified.

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

7.05 The amounts deducted under this Article shall be remitted monthly to the Union’s office by the 15th of the following month. In remitting such due, the Employer shall provide a list of the employees from whom the deductions were made, including their employment status, Social Insurance Numbers, current address and phone number. The Employer shall notify the Union in writing (with a copy to the Union Office) on a monthly basis of all new hires, discharges, layoffs and recalls.

7.06 The Employer agrees that an officer of the Union or an employee representative shall be allowed a reasonable period of time during the orientation period, not to exceed fifteen (15) minutes during regular working hours to acquaint newly employed nurses with the Union. During such session, membership forms and a copy of the Collective Agreement will be provided to the employee. Orientation session shall be scheduled in advance by the Employer and may be arranged collectively or individually. The Union representative will be given at least 48 hours notice of the orientation.

7.07 A copy of this Collective Agreement shall be issued by the Union to each employee in the employ of the Employer and to each employee employed during the term of this Collective Agreement and thereafter. The cost of printing the Collective Agreement in a mutually agreeable manner and form will be equally shared by the Employer and the Union.

ARTICLE 8 – UNION REPRESENTATION

8.01 The Employer will recognize a Union – Management Committee consisting of two (2) nurses, elected or appointed by the Union and two (2) Employer representatives. Meetings shall be held at the request of either party. Terms of Reference will be mutually established by the Committee. The parties agree that the purpose of the Union-Management committee includes but shall not be limited to:

(a) Promoting and providing effective and meaningful communication of information and ideas; making joint recommendations of matters of concern including the quality or quantity of nursing care.

(b) Dealing with issues of RPN Skill utilization, work assignments and caseload. The Employer agrees to share with the Committee any information and statistics that is necessary for the Committee to fully discuss these issues.

(c) Discussing and reviewing matters relating to orientation and education programs and new programs and policies that may directly affect working conditions of the nurses.

8.02 The Employer will recognize a negotiating committee of not more than two (2) nurses. Nurses shall receive time off as required to attend negotiating meetings. Time for preparation for negotiations shall be without pay and the Union shall advise the
Employer as far in advance as possible of the dates of these meetings. Such days shall not be counted as Union leave days.

8.03 The Employer will recognize a grievance committee of two(2) nurses whose function will be to dispose of any grievance brought before it under Article 10 of this Collective Agreement. It is understood that the Employer shall not be required to pay for more than two (2) employees to attend any grievance meeting.

8.04 The Employer will accept as a member its Occupational Health and Safety Committee One (1) employee appointed by the Union.

(a) The Joint Occupational Health and Safety Committee shall work together to provide a non-adversarial atmosphere where the employees and management can work together to create a safer and healthier workplace by identifying potential hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve occupational conditions related to health and safety.

b) Committee meetings shall be held once every three (3) months or more frequently if mutually agreed to. Workplace inspections shall be held once a month. The Committee shall maintain workplace inspection reports and minutes of all meetings and make the same available for review.

c) The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.

8.05 Representatives of the Union 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 where the Agreement requires the Employer to pay for such time.

(a) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation.

(b) The Employer will not be required to pay nurse representatives on the grievance committee or the griever for time spent at arbitration hearings.

8.06 The Employer agrees to recognize one (1) nurse representative from each Branch office, sub-office/geographical area, as determined by the Branch; provided there is no additional cost to the Branch.

8.07 The Union shall keep the Employer notified in writing of the names of the Union Stewards, committee members and officers of the Local Union appointed or elected under this Article as well as the effective dates of their respective appointment.
8.08 All reference to Union Stewards, committee members and officers in this Collective Agreement shall be deemed to mean employee representatives, Committee members or officers of the Local Union employed by the Employer unless otherwise indicated.

8.09 It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Employer. If a nurse representative must leave her regular duties for a period of time in order to attend Union business, she will first obtain the permission of her Supervisor or designate. Such permission will not be unreasonably withheld. Upon completion of her business, the representative will report to her Supervisor or designate and then return to her duties.

ARTICLE 9 - ORIENTATION AND EDUCATION PROGRAM

9.01 The Employer recognizes the need for an Employee Orientation Program of such duration as the Employer may deem appropriate taking into consideration the needs of the Employer and the nurses involved.

9.02 Nurses recalled from layoff under Article 13, and nurses whose probationary period has been extended may be provided any orientation determined necessary by the Employer. A request by such an employee for orientation shall not be unreasonably denied.

9.03 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in educational programs. The Union supports the principal of its members’ responsibility for their own professional development and the Employer shall attempt where practical to provide programs related to the requirements of the Employer. Available programs will be publicized and the Employer will attempt, where practical, to provide nurses with opportunities to attend such programs (during their scheduled working hours). Any educational programs or in service offered by the Employer to the nurses shall be offered to all the nurses employed in all nursing programs.

9.04 Where courses are required as a condition of employment. The Employer shall cover any such cost of these courses.

9.05 a) When an employee is on duty and authorized to attend any educational programs within VON and during her regularly scheduled working hours, she shall suffer no loss of regular pay.

b) When a nurse is required by VON to attend any inservice programme outside her regularly scheduled working hours, she shall be paid for time spent in attendance at such a programme at her regular straight time hourly rate of pay.

9.05 Nurses may be required as part of their regular duties, to supervise the activities of students and will be informed of their responsibilities in relation to these students.
9.06 The Employer agrees to discuss the effect of technological change on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURES

10.01 The Employer and the Union agree that it is important to adjust complaints and grievances as quickly as possibly. It is understood that a nurse has no grievance until she has first discussed her complaint with her Nurse Manager and the matter has not been resolved. Such complaint shall be discussed with her Nurse Manager within ten (10) days after the circumstances giving rise to it have occurred and failing settlement within five (5) days following the Nurse Manager’s decision it may be taken up as a grievance.

10.02 A formal grievance is defined as an alleged difference over the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, an indication of the article(s) of this Collective Agreement and must be filed within ten (10) days of the circumstance giving rise to the grievance.

10.03 The following shall be the procedure for handling and processing grievances submitted by the employee.

**Step #1** The employee may submit a grievance in writing to her immediate supervisor/designate who shall give his/her decision within five (5) days of receipt of the grievance.

**Step #2** If the grievance is not satisfactorily resolved at Step #1, the employee may submit the written grievance to the Executive Director or her designate within five (5) days following the decision in Step #1. A meeting will be held between the Employer and the grievance committee within ten (10) days of referral. It is agreed that a staff representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at the meeting. The Employer’s decision will be delivered within five (5) days of the meeting.

An employee is entitled to be represented by a union representative or another available bargaining unit member of the employee’s choice. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

10.04 A claim by an employee, except a probationary employee, that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step #2 within five (5) days after the date the discharge or suspension is imposed.
A claim by employee, except a probationary employee, that she has been unjustly disciplined (other than discharged or suspended) shall be treated as a grievance if lodged by the employee in accordance with the time limits and procedures set out in Articles 10.02 and 10.03.

10.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing signed by each nurse who is grieving to management within fourteen (14) calendar days after the circumstances giving rise to the grievance having occurred or ought to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step #2. And the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

10.06 A grievance arising between the Employer and the Union concerning the interpretation, application, administration or alleged violation of this Collective Agreement may be submitted in writing at Step #2 within ten (10) days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse or nurses which such nurse(s) could have herself instituted and the regular grievance procedure shall not be thereby bypassed.

10.07 Arbitration:
Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within twelve (12) days after the decision under Sept #2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within ten (10) days after the decision under Step #2, it will be deemed to have been received within the time limits.

The party referring the matter to arbitration shall name a nominee at the same time.

The recipient of the notice shall, within ten (10) days, inform the other party of the name of its nominee to the arbitration board. The two (2) nominees so selected shall, within fourteen (14) days of nomination of the second of them, select a mutually acceptable third person who shall be the chairperson. If one (1) of them fails to name its nominee, or the two (2) nominees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

10.08 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of grievance and arbitration procedure.

10.09 Each party shall pay its own expenses including those for its nominee and witnesses, Fees and expenses of the chairperson shall be borne equally by the parties.
10.10 The Arbitration Board shall not be empowered to alter, modify, add to or amend any part of this Collective Agreement, or to make any decision which is inconsistent with the provisions of this Collective Agreement.

10.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle a grievance.

10.12 The time limits and procedures set out in the Grievance and Arbitration provisions herein are mandatory and failure to comply with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned.

10.13 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 chairperson, will be final and binding upon the parties hereto and the nurses concerned.

10.14 Wherever arbitration board is referred to in this Collective 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 the other provisions referring to arbitration board shall appropriately apply.

10.15 All agreement under the grievance procedure between the representative of the Employer, and the representative of the Union will be final and binding upon the Employer, the Union and the nurse(s).

ARTICLE 11 – SENIORITY

11.01 Seniority for full-time nurses shall be defined as length of continuous service with the Employer since date of last hire. Seniority for part-time nurses shall be based on hours worked accumulated since date of last hire. It is recognized that one thousand seven hundred and twenty-five (1,725) hours worked equals one (1) year full-time service.

11.02 The probationary period for full-time nurses shall be four (4) months or four hundred and fifty (450) hours worked from the date of last hire. For part-time and casual nurses, it shall be the later of four (4) months or five hundred (500) hours worked. The probationary period may be extended for up to an additional two (2) months by mutual agreement of the parties.

Notwithstanding anything to the contrary in this Agreement, the Employer shall have the sole and unlimited right to discipline or dismiss a probationary employee who shall not have the right to grieve or arbitrate such discipline or dismissal. A probationary nurse will not acquire seniority until the completion of her probationary period. Following the completion of the probationary period, seniority will be backdated to the date of hire of such nurse.
11.03 a) There shall be separate seniority lists for full-time, part-time and casual nurses who have completed their probationary period. A copy of the seniority lists shall be filed with the Chief Steward of the Local Union and posted in all district offices in January and July of each year.

b) Visiting Nursing, Foot Care Nursing and Shift Nursing seniority shall be maintained separately.

c) The hours worked by casual nurses will be recorded and accumulated for the purposes of wage increments, vacation entitlement and job posting.

11.04 A nurse’s full seniority shall be retained in the event that she is transferred from full-time to part-time or vice-versa or in the event that she is transferred from casual 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 on the basis of one thousand seven hundred and twenty-five (1,725) hours worked for each year of full-time seniority. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority on the basis on one year of seniority for each one thousand seven hundred and twenty-five (1725) hours worked. Any time worked in excess of equivalent shall be pro-rated at the time of transfer.

11.05 a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

i) On an approved leave of absence with pay

ii) On an approved leave of absence without pay for a period of thirty (30) days or less

iii) In receipt of paid sick leave

iv) In receipt of WSIB for any injury sustained while in the course of her employment with the Eastern Lake Ontario Branch.

b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:

i) On an approved leave of absence without pay for a period of greater than thirty (30) days

ii) On unpaid sick leave

iii) When on layoff of up to twenty-four (24) months

iv) In receipt of WSIB benefits under circumstances other than those mentioned in 11.05 a), iv)

c) A nurse shall lose all service and seniority and shall be deemed to be terminated if she:

i) Resigns

ii) Is discharged and not reinstated under the grievance and/or arbitration procedure.
iii) Fails to report for duty as scheduled unless there is a reasonable explanation given to the Employer within three (3) days of her failure to report.

iv) Fails to report for 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 purpose other than that of which the leave was granted.

v) Fails, upon being notified of a recall, to signify her intentions to return to work within five (5) days after she received her notice of recall mailed by registered mail to her last known address according to the records of the Employer and fails to report to work at such time as has been mutually agreed upon by the parties unless there is a reasonable explanation given to the Employer.

vi) Laid off for more than twenty-four (24) months.

vii) Refuses to continue to work or return to work during an emergency which seriously affects the Employer’s ability to adequate client care, unless there is a reasonable explanation given to the Employer.

d) The Employer may permanently fill the position of an employee who is in receipt of WSIB on LTD in excess of twenty-four (24) months and the absent employee shall have no right to resume the former position once it is filled.

In order to enable an employee to return to work following a long term illness or disability, job posting requirements may be waived when the appropriate vacancy arises.

11.06 Position Outside the Bargaining Unit:

Any nurse presently in the bargaining unit who elects to transfer to a position outside the bargaining unit, but remains in the employ of VON, may be rehired into the bargaining unit after the Employer has complied with the job posting and recall provisions. In such an event, the returning nurse shall be credited with the seniority, which she held immediately prior to transferring out of the bargaining unit for purposes of job opportunity, lay-off and other non-monetary benefits and provisions. She shall retain her last date of hire with the Employer for the calculation of salary and any monetary benefits. It is understood that the position outside of the bargaining unit will not exceed six (6) months.

11.07 A nurse who is rehired by the VON Greater Kingston Site, within a six (6) month period, of termination, will be reinstated with salary and vacation entitlement at the time of departure and will have all seniority re-credited.

ARTICLE 12 – JOB POSTING

12.01 Nurses hired to work in the Shift Nursing Program, the Visiting Nursing Program or the Foot Care Program, may apply to work in any other program on a casual basis. The nurse will be required to provide availability for the program and will be granted hours
or shifts on the basis of availability. Nurses will be paid at the Shift Nursing rates, the Visiting Nursing rates, or the Foot Care rates as applicable.

12.02 When known at the time of posting, postings shall include hours of work, conditions and anticipated available hours.

   a) Where a permanent vacancy (including a new position) occurs in the bargaining unit, the Employer will post a notice of such vacancy for seven (7) calendar days. Nurses shall submit a written application for the vacancy within the period indicated on the notice. Where such technology exists, all job posting will be put on universal voice mail.
      i) any second and subsequent job postings shall be posted for five (5) business days
      ii) where a temporary vacancy (including a new position) occurs in the bargaining unit, the Employer will post a notice of such vacancy for seven (7) calendar days. Nurses shall submit written application for the vacancy within the period indicated on the notice. Where such technology exists all postings will be put on universal voice-mail. A temporary position is a vacancy which is sixty (60) calendar days or longer.

   b) Employees shall be selected for posted positions on the basis of their skill, ability, experience, qualifications, training and education established by the Employer. Where these factors are relatively equal, the most senior applicant shall be given preference.

   c) Should there be no suitable applicants from within the bargaining unit, the Employer may hire a nurse from outside the bargaining unit.

   d) Nurses are hired to work anywhere within the geographic area serviced by the Branch. Notwithstanding this, the Employer will make every effort to assign nurses to work in a primary area in which the Nurse is normally assigned.

12.03 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary full-time vacancies provided they are qualified to perform the work in question, in accordance with 12.01 (b). 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 unless the time period is extended by mutual agreement.

ARTICLE 13 – LAY-OFF AND RECALL

13.01

   a) A layoff shall be defined as a reduction of the number of employees in the bargaining unit. It is understood that reductions in normal hours of work due to fluctuations in business volumes shall not be considered to be a layoff.
b) Where the Employer intends to conduct a bargaining unit wide lay-off, it shall layoff nurses in inverse order of seniority provided that the nurses who are entitled to remain are qualified to perform the available work on the basis of their skill, ability, experience, qualifications, training and education established by the Employer. Observing the above mentioned conditions, a senior nurse designated for layoff may bump any employee with less seniority provided she has the requisite skills. A nurse in receipt of a layoff notice shall have the following entitlement.

i) accept the layoff; or

ii) accept a vacant position, provided that she is qualified to perform the available work; or

iii) opt to retire if she is eligible under the terms of the Branch’s pension plan; or

iv) displace any other nurse with less seniority provided that the nurse subject to layoff is qualified to perform the available work. A nurse so displaced shall be deemed to have been laid off.

A nurse who chooses to exercise the right to displace another nurse with lesser seniority shall advise the employer of her intention to do so in writing and the position claimed within seven (7) days after receiving the notice of layoff.

c) In the event of a layoff within a specific area, the affected nurse(s) in that area shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the work available.

The affected nurse may accept the layoff, or accept another assignment in another area (if available), or displace the least senior nurse in the area of the nurse’s choosing, whose work she is qualified to perform, provided that the remaining nurses in that area are qualified to perform the work available.

Nurses utilizing the bumping process shall be entitled to displace a junior nurse. 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.

d) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Union, provided that senior nurse is qualified to perform the available work on the basis of her skill, ability, experience, qualification, training and education established by the Employer.

e) If a full time nurse is laid off, she shall have the option of transferring to part-time or casual status. If a part-time nurse is laid off, she shall have the option of transferring to casual status.
f) In the event of the proposed layoff of a permanent or long term nature of full-time nurses, the Employer will provide the Union with thirty (30) days’ notice.

g) Nurses who have been laid off will be required to return to work within seven (7) days of receiving a notice of recall. Notice of recall will be by Registered Mail. The seven (7) days period may be extended to fourteen (14) days if the nurse has obtained an alternate job and must give two (2) weeks’ notice to the other Employer.

h) No new nurse will be hired when there is a nurse(s) on layoff who is qualified to perform the available work as outlined in 13.01 b) and c) above.

i) In the event of a proposed lay-off of a permanent or long term nature, the Employer will meet with the Union to discuss alternate methods of layoff.

j) An employee on temporary layoff may continue to participate in the insured benefit plans, (excluding long-term disability) for up to six (6) months following the end of the month in which the layoff occurs, provided that the plan permits such continued coverage. The employee must pay the full premium cost of benefits and must arrange an appropriate premium payment schedule with the Employer.

13.02 Reserved Seniority
The Certified Bargaining Unit Chief Steward will be given preferential service during a layoff for the purpose of carrying out Union duties provided that said Officer can perform the job(s) available during such a layoff.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Written requests for personal leaves of absence without pay for educational or personal reasons will be considered on an individual basis by the Executive Director or designee. Such requests are to be submitted as far in advance as possible with a minimum notice of four (4) weeks except in cases of emergency or if the Employer determines that service needs and staffing requirements can accommodate a leave on shorter notice. A written reply will be given within seven (7) days. Such leave shall not be unreasonably withheld. Except in unusual circumstances, a leave of absence other than for educational reasons will not be granted until one (1) year’s continuous service has been completed and will not extend beyond six (6) months unless specifically agreed to by the Employer.

14.02 Union Leave
a) Subject to service needs and staffing requirements, leave of absence without pay to attend Union business will be granted to nurse based on the following conditions:
   i) Requests for such leave shall be made in writing by the Union to the Employer giving as much notice as possible, with a minimum of ten (10)
working days' advance notice. The Employer shall indicate in writing whether or not the request has been approved.

   ii) Not more than one (1) nurse in the Branch with less than 25 nurses and not more than two (2) nurses in the Branch with more than 25 nurses will be allowed such leave at any one time.
   iii) Such leave shall not exceed more than twenty-five (25) cumulative days per fiscal year.
   iv) Where such leave has been granted under subsection (i), the Employer shall maintain the nurse’s salary and benefits. The local Union agrees to reimburse the Employer in the amount of the daily rate of the nurse plus an amount for any applicable subsidized benefits. The Employer will bill the local Union within a reasonable period of time.

14.03 Union Leave
A nurse who is elected to the Board of Directors of the Union shall be granted leave of absence without pay to attend Board meetings, upon application in writing with a minimum of seven (7) working days’ advance notice. Leave of absence under this provision shall be in addition to the leave provided in Article 14.02 above. During such leave, the salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Seniority shall continue to accumulate during such leave.

14.04 Bereavement Leave:
Following the death in a nurse’s immediate family, the nurse shall be granted up to four (4) days off plus two (2) days for traveling if required. A member of her immediate family shall mean: a 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, stepparent, stepchild, same sex partner, legal guardian, or fiancée.

Only a full-time or regular part-time nurse shall receive her regular pay for each scheduled day of work missed up to a maximum of four (4) days within a period which extends from the date of death up to and including the day following internment, or three (3) calendar days following death, whichever is greater.

A full-time nurse shall be granted one (1) day as a mourner or if acting as a pallbearer.

A Nurse shall be granted one (1) day unpaid leave to attend the funeral of her aunt, uncle, niece or nephew.

14.05 Jury and Witness Duty:
If an 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 a party, or is required by subpoena to attend a court of law or coroner’s inquest in connection with a case arising from her duties with the Employer, she shall not lose her regular pay because of such attendance provided she:
a) Notifies the Employer immediately after she has been notified that she will be required to attend court or an inquest
b) Present proof of service requiring her attendance
c) Deposits with the Employer the full amount of compensation received excluding mileage, travel and meal allowances and an official receipt where available;
d) Where the nurse’s attendance is not required for the whole day, she shall return to work immediately upon her release from duty.

14.06 Pregnancy and 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 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 the 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 (18) weeks of unpaid parental leave. 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 thirty-five (35) 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 her 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/adoptive leave of absence provided that the sum of all such leaves of absence does not exceed twelve (12) continuous months per pregnancy/adoPTION.
14.07 Prepaid Leave Plan:

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) years salary over a five (5) year period, in accordance with Part LXVII 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 Executive Director or her designate at least six (6) months prior to the intended commencement date of the program (ie. the salary deferral portion), stating the intended purpose of the leave.

c) Written applications will be reviewed by the Executive Director or her 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 application.

d) The number of employees that may be absent at any one time shall not exceed two (2) staff. The year for purpose of the program shall be September 1st of one year to August 31st of the following year or such other twelve (12) month periods 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 earnings will be deducted and held for her and will not be accessible to her until the year of 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 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 continuance of benefits for the year of leave and must pay both portions through the Branch (ie. Employer and employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier.
i) Participating nurses must continue to contribute to the VON Canada 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. contributions can be made).

j) 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 be maintained. 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 Executive Director or her designate. Deferred salary, plus accrued interest, if any, will be returned to the employee one (1) month following expiry of notice.

m) If the nurse terminates her employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within one (1) month. In case of the employee’s death, the funds will be paid to the employee’s estate.

n) 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 at the same rate of pay.

o) Final approval for entry into the pre-paid 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 pre-paid leave program in accordance with Article 14.07 of this Collective Agreement.

ii) The period of salary deferral and the period for which the leave is requested.

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

ARTICLE 15 - HOURS OF WORK AND SCHEDULING

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

15.01 a) The regular hours of work for all full-time nurses shall be seven and one-half (7.5) hours per day, exclusive of one-half (0.5) hour unpaid meal period. The
meal break must be taken at some point during the scheduled tour but not at the end of the tour.

b) The regular hours of work for a full-time nurse shall be seventy-five (75) hours per two (2) week period.

15.02 Nurses shall be entitled to paid rest periods on the basis of fifteen minutes during each half shift. Nurses shall not take extra time or claim overtime without prior authorization as a result of missing any rest periods.

15.03 a) The work schedule for full-time and part-time nurses will be posted two (2) weeks in advance and shall cover a minimum of a four (4) week period.

Casual relief nurses will advise the Employer of their availability. Such nurses will be contacted by phone or voice-mail prior to any shift for which they have indicated availability and have been scheduled.

b) The posted work schedule shall provide a minimum of twelve (12) hours off between scheduled tour unless otherwise mutually agreed between the Employer and the nurse.

c) A nurse shall not be scheduled to work more than seven (7) consecutive tours unless otherwise mutually agreed by the Employer and the nurse concerned.

d) A request for an exchange of shifts set out in the posted time schedule must be submitted in writing to the nurse manager and signed by the nurses who requested the exchange. It is understood that such requests for exchange shall not result in any premium payment and will not be unreasonably denied.

e) The scheduling of nurses for evening and night tours shall be on a rotational basis unless mutually agreed otherwise.

f) The scheduling of nurses for weekends duty shall be on a rotational basis. Subject to changes in staff levels and patient load, nurses shall not normally be scheduled to work more than an average of one (1) weekend in three (3), unless mutually agreed otherwise.

g) Nurses will not be scheduled to work split tours in the Visiting Nursing Program unless mutually agreed between the employer and the nurse.

15.04 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 15.

b) A nurse who works Christmas Day and/or Boxing Day shall not be required to work New Years’ Day. The Employer will rotate the requirements to work
Christmas Day and/or Boxing Day with New Year’s Day on alternate years. New Year’s shall be inclusive of the evening and night shift December 31st.

c) A nurse who works Christmas Day and/or Boxing Day shall be scheduled to be off for at least three (3) days over New Year’s Day 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.

15.05 a) a part-time nurse is expected to provide a commitment to be reasonably available to work no less than three (3) shifts per week.

b) Part-time nurses shall be given the opportunity to work additional shifts in accordance with their seniority, subject to their requisite skills, continuity, geographic considerations and availability. Such work shall include covering for absent full-time and regular part-time nurses.

c) If the Employer cannot fill the tour with part-time nurses or it is not practical to do so in the circumstances, the work shall be offered to a casual nurse provided that the nurse has the requisite skills.

d) The assignment of work for casual nurses shall be based on the following: client needs, nurses’ qualifications availability and seniority.

15.06 Any nurse may choose to flex the start-time of the shift to accommodate the needs of the caseload, providing the hours worked do not exceed the seventy-five (75) hours of work in a two (2) week period.

15.07 In the event that the Employer introduces self scheduling, the Employer shall meet with the Union to discuss appropriate compensation.

ARTICLE – PREMIUM PAY

16.01 a) All authorized time worked in excess of seventy-five (75) hour biweekly pay period, or seven and one half (7.5) hours per shift 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 (7.5) hours will be considered overtime subject to the premium payment. Part-time nurses may be hired to work less than seven and one-half (7.5) hours per day depending on program requirements.

ii) Notwithstanding the above, given the ability to flex 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 (7.5) hours per tour. Such choice shall not be considered overtime.
iii) Time up to and including fifteen (15) minutes shall not be counted.

iv) Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of an exchange of tours by two nurses or a change in tour on the request of the nurse or a change-over from standard time to daylight savings time or vice versa.

b) Where a nurse works overtime as set out above, the nurse shall be paid either one and one-half (1.5) times the nurse’s regular straight time hourly rate for the overtime worked, or compensatory time off at one and one-half times in lieu. At the beginning of each fiscal year, the nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. A nurse may not accumulate more than twenty-two and one-half (22.5) hours of compensating time. Any overtime earned beyond twenty-two and one-half (22.5) hours will be paid out. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

16.02 A nurse who is called in or reports for work as scheduled and is not required to work, shall, unless otherwise notified by the Employer, receive a minimum of four (4) hours pay at her regular straight time hourly rate. The nurse shall be required to perform any duties assigned by the Employer which she is capable of doing, if her regular duties are not available.

16.03 Where a nurse’s scheduled tour for visiting nursing is cancelled with less than twelve (12) hours notice in advance of the starting time of the scheduled day shift and with less than four (4) hours notice of starting time of the scheduled evening shift, she will receive three (3) hours pay at her regular straight hourly rate.

16.04 a) Nurses scheduled to work evenings or nights shall receive a shift premium of eighty cents ($0.80) per hour for all hours worked between 16:00 hours and 08:00 hours.

b) nurses scheduled to work weekends shall receive a weekend shift premium of eighty cents ($0.80) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 17 – DESIGNATED HOLIDAYS

17.01 The Employer agrees to recognize the following as designated holidays:

- New Year’s Day
- Canada Day
- Christmas Day
- Family Day
- Good Friday
- Civic Holiday
- Boxing Day
- Labour Day
- Victoria Day
- Thanksgiving
In addition to the above listed designated holidays, each full-time nurse will receive one (1) float holidays after she has completed twelve (12) months of service.

17.02 a) A nurse who is required to work on any designated holiday listed in Article 17.01 shall be paid at time and one-half (1.5) her regular straight time hourly rate of pay.

b) A full-time nurse will be entitled to a designated holiday off with pay or, if she has worked on a designated holiday, a lieu day off with pay provided:

i) she works her schedule work day on each of these scheduled working days immediately preceding and following the actual designated statutory holiday; and

ii) she has been employed by the Employer for at least one (1) month preceding the holiday.

c) Lieu days will be taken within sixty (60) days following the designated holiday unless otherwise agreed to by the Employer.

If a holiday listed in Article 17.01 falls within the period a nurse is absent from duty on paid sick leave or on vacation, such holiday shall not be charged against the sick leave credits or the vacation time of the nurse.

ARTICLE 18 – VACATION

18.01 The vacation year shall be the fiscal year (April 1st to March 31st).

18.02 All full-time employees shall receive vacations with pay based on length of full-time continuous service as follows:

a) one (1) or more years of continuous full-time service are entitled to three (3) weeks vacation per year.

b) three (3) or more years of continuous full-time service are entitled to four (4) weeks vacation per year,

c) fifteen (15) or more years of continuous full-time service are entitled to five (5) weeks vacation per year,

d) twenty-five (25) or more years of continuous full-time service are entitled to six (6) weeks vacation per year.

Any full-time nurse who, at the time of ratification of this Agreement, was then receiving more vacation than is provided for in this Article shall be entitled to continue to receive the additional vacation during the term of this Agreement.
18.03 Part-time and casual nurses shall be entitled to vacation pay in the amount of six percent (6%) of their basic hourly rate per calendar weeks of vacation. Vacation pay will be paid on each pay. 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 weeks per year.

d) nurses who have completed twenty-five (25) or more years of continuous full-time service are entitled to six (6) weeks vacation per year.

18.04 For the purpose of vacation entitlement, service for those nurses whose status 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, one thousand seven hundred and twenty-five (1,725) hours worked shall equal one (1) year of full service.

18.05 A nurse who leaves the employ of the Branch for any reason shall be entitled to receive any unpaid vacation pay which she has accrued to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks notice in writing of resignation exclusive of statutory holidays and vacations. If a nurse has accrued vacation time that has not yet been earned, reconciliation will be made on her final pay. If such a nurse’s final pay is not sufficient to cover the reconciliation she shall refund to the Employer an amount equivalent to cover the amount still owing for vacation received without entitlement.

18.06 A nurse who resigns her employment with less than two (2) weeks notice shall be entitled only to the vacation pay provided for in the Employment Standards Act.

18.07 The current practice of vacation scheduling shall continue at the Branch.

18.08 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.
18.09 Where an employee’s scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 14.04.

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.

ARTICLE 19 – EMPLOYEE FILES

19.01 Any letter of reprimand, suspension or other sanction, will be removed from the record of a nurse twelve (12) 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.

19.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice, or other employment related matters is completed with respect to any nurse, it shall be reviewed with the nurse. A copy of the completed performance appraisal will be provided to the nurse.

19.03 Upon request and after having given reasonable notice, a nurse may review her personnel file in the presence of her nurse manager or delegate and be provided with a copy of any document contained therein. She may be accompanied by her local nurse representative or executive member.

ARTICLE – 20 – CAR/MILEAGE ALLOWANCE

20.01 Utilization of Cars:
Nurses are required to use their own vehicle to discharge their duties and the Employer shall not be required to provide vehicles to nurses for the purpose of discharging their duties.

When a nurse drives a personally owned vehicle and is on duty at the request and approval of the Branch, payment will be made for mileage commencing from the first client’s home or from the Branch office and terminating at the home of the last client or the Branch office.

If a nurse’s first visit is more than forty (40) kilometers from the nurse’s home or from the branch office (whichever is closest to the client) payment for mileage will commence and terminate at the forty kilometer point.

Nurses in the Visiting Nursing Program who are required to use their own vehicle shall be paid a mileage allowance at a rate of forty cents ($0.40) per kilometer.

Effective April 1, 2016, nurses in the Visiting Nursing Program who are required to use their own vehicle shall be paid a mileage allowance at a rate of forty one cents ($0.41) per kilometer.
ARTICLE 21 – BENEFITS PLANS

21.01 The Employer agrees to continue the Pension Plan and to continue all benefit plans currently provided to the employees on the same terms and conditions as currently provided, provided that the Branch where applicable reserves the right to change carriers at the sole discretion of the Branch.

a) All full-time nurses who are presently enrolled in the Employer’s Pension Plan shall maintain their enrollment in the Plan subject to its terms and conditions. New full-time nurses and full-time nurses 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.

b) Part-time and casual relief nurses may participate in the Employer’s Pension Plan and the insured benefit plans in accordance with the plan’s terms and conditions.

c) The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of full-time participating eligible nurses in the active employ of the Employer under the Extended Health Care Plan and Dental Care Plan as provided by the Employer, subject to the terms and conditions of the Plans including any enrollment requirements.

d) The Employer agrees to pay one hundred percent (100%) of the billed premiums towards coverage of full-time participating eligible nurses in the active employ of the Employer under a group life insurance plan providing two (2) times annual salary as well as accidental death and dismemberment in the same amount.

21.02 a) Where the plan allows, a retired nurse may continue to participate in the insured benefit plans. The nurse shall pay the full cost of the premiums.

b) Employees who continue to work past the attainment of age sixty-five (65) and who are no longer eligible to participate in the Employer’s pension plan and insured benefit plans shall receive 2% of their regular straight time hourly rate in lieu of pension and 2% in lieu of insured benefits.

21.03 In lieu of the benefits set out in this Article, part-time and casual nurses shall receive an amount equal to six and one-half percent (6.5%) of their regular straight time hourly rate. It is understood and agreed that designated holiday pay, bereavement pay, pension, sick leave and insurance benefit plans are included. Such amount shall not be included in the base used for the purpose of calculating any premiums nor shall it be paid on any overtime or premium hours worked. Part-time and casual nurses who opt to join the pension plan shall have their percentage in lieu reduced by four and one-half percent (4.5%).
ARTICLE 22 – SICK LEAVE

22.01 Sick leave is the granting of time off with pay, for absences from regularly scheduled hours due to legitimate personal illness. There shall be a Sick Credit Accumulation Bank for each full-time nurse in the active employ of VON. Such nurses shall accumulate sick credits at the rate of one and one-half (1.5) days per completed month of full-time work to a maximum of one hundred and twenty (120) days.

22.02 Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on sick leave, provided that a nurse actively works at some time during the month.

22.03 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. A nurse may request this information at any time during the year and such request will not be unreasonably denied.

22.04 A nurse may be required to submit a physician’s certificate with respect to any period of time she may be absent from her duties on sick leave. If a physician’s certificate is required, the Employer shall pay the fee for such certificate which is not payable by the nurse’s health insurance plan.

22.05 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 within one year.

22.06 Notification of illness will be made to the immediate supervisor or her designate.

22.07 Where nurse’s are unable to schedule medical and dental appointments outside working hours, time off from regularly scheduled working hours may be granted for personal appointments at the discretion of the Executive Director or designate and will be charged against the nurse’s sick leave accumulation credits in one (1) hour blocks to a maximum of fifteen (15) hours per calendar year. Such leave will not be unreasonably withheld.

22.08 A nurse may use available sick leave credits to care for dependents that are ill to a maximum of three (3) credits per year. A dependant is defined as a spouse, child, step child, or parent residing in the nurse’s home. This excludes a child who is older than twenty-one (21) years. A handicapped child residing in the nurse’s home will be considered a dependant.

22.09

a) The Employer will notify the Local Bargaining Unit of the names of all nurse’s off work due to work related injury (whether or not the nurse’s are in receipt of WSIB Benefits) and those on LTD by the 30th of each month.
b) A modified work program may be made available for nurse’s returning from illness or injury compensable under the Workplace Safety and Insurance Act, or LTD.

c) The Employer will notify the Local Bargaining Unit of the name of any nurse returning to work on a modified/light/alternate work program.

d) An employee may choose to have union representation at any meeting relating to the employees return to work from illness or injury.

e) Release of information pursuant to article 24.08

22.10 **Compassionate Leave**  
When no other than an employee can provide for the needs of an immediate family member (parent, child, sibling and spouse) who is suffering from a critical illness requiring hospitalization or is terminally ill, the Employer will co-operate by accommodating scheduling and providing a leave of absence without pay.

In addition, such employee may qualify for a maximum of two (2) days compassionate leave in total per fiscal year with pay. Such employee shall co-operate with the Employer by providing as much notice as possible and details surrounding the circumstances of the immediate family member.

**ARTICLE 23 – WAGES**

23.01 **Previous Experience Credit**  
For the purpose of placement on the wage grid of either a newly hired full-time or part-time nurse who is re-entering the bargaining unit, such nurse shall make a claim in writing for recognition of recent related visiting nursing experience and recent related experience in licensed nursing homes, homes for the aged and hospitals provided the nurse has medication and asepsis certificates at the time of application for employment. The nurse shall co-operate with the Employer by providing verification of such previous experience in writing from previous employer during the probationary period. No such review shall be conducted outside the probationary period. No credit shall be given for experience of less than six (6) months duration, nor where the nurse has not been actively nursing within the immediately preceding last three (3) years. The Employer shall assess the applicability of the previous experience during the nurse’s probationary period and where such experience is acceptable, may place the nurse at an appropriate level on the wage grid to be effectively upon completion of the probationary period. Such placement shall be on the basis of one (1) increment for each year of relevant nursing experience to the maximum of the salary schedule.

23.02 A part-time or casual nurse shall advance from her present level to the next level set out on the wage grid on the first of the month following completion of one thousand seven hundred and twenty-five (1725) hours of continuous service.
23.03 A full time nurse who is transferred to part-time status or vice versa shall be placed at the same step on the Wage Grid.

23.04 Wages shall be paid according to Appendix ‘A’

23.05 All hours worked in any VON Nursing Program can be accumulated for the purpose of placement on the Grid.

23.06 In the event of an error on an employee’s pay resulting in the Employer underpaying the employee by an amount equal to or greater than one (1) days pay, the Employer will provide payment for the shortfall within three (3) business days from the date the employee reports the error to her manager. If the error involves an amount less than one (1) full day’s pay, the error will be corrected on the following pay period. It is understood that this provision does not apply in situations involving the implementation of a new or modified payroll system or in the event of a payroll system failure.

**ARTICLE 24 - MISCELLANEOUS**

24.01 Wherever the feminine pronoun is used in this Collective Agreement, it includes the masculine pronoun where the context so requires. When the singular is used, it may also be deemed to mean plural where the context so requires.

24.02 **Bulletin Board:**
The Employer will provide the Union bulletin board space in a conspicuous location in each district office for the purpose of posting notices regarding meetings and other Union business matters. All such notices must be signed by a member of the Union Executive who is employed by the Employer. All notices not signed by the Union may be removed.

24.03 **Certificate of Registration:**
Nurses are required to present their current Certificate of Registration to the Executive Director or her designate by February 11th of each year. Failure to provide the certificate shall result in suspension of duty.

24.04 The current pay period and method of payment shall be continued unless the parties agree to an alternative method of payment.

24.05 Prior to effecting any changes in rules or policies which affect nurses covered by this Collective Agreement, the Employer will discuss the changes with the Union at a Union Management Committee meeting and provide copies to the Union.

24.06 The Branch will determine and supply the necessary equipment and supplies required to enable the nurse to perform his/her duties. Such equipment shall include but not be limited to: blood pressure cuff, stethoscope, thermometer, scissors, bag, pager (if applicable) and nail clippers.

24.07 A spouse shall mean a person of either sex.
24.08 Where the Employer agrees to furnish the Union with personal employee information as specified in the Collective Agreement, the Union agrees that said information will be used in accordance with the Protection Electronic Document Act (PIPEDA) and other relevant privacy legislation.

ARTICLE 25 - SKILL UTILIZATION

25.01 (a) The Employer shall assign work, duties, and responsibilities to the nurses covered by this Collective Agreement in accordance the Regulated Health Professional Act.

(b) The Employer shall not assign any work normally performed by the nurses covered by this Agreement to persons outside the bargaining unit unless there is no one available in the bargaining unit.

(c) In the event of a fundamental change in the work normally performed by members of the bargaining unit, it is agreed that the parties shall meet to discuss these changes.

d) The Employer shall endeavor not to contract out any work normally performed by the members of the bargaining unit and shall not do so without prior consultation with the Union.

   The Employer shall endeavor not to enter into agreement with any trade Union that restricts or purports to restrict in any way the employment of, and assignment of work to Nurse’s covered by this Collective Agreement and shall not do so without the prior consultation and discussion with the Union.

25.02 When the Employer introduces new equipment and nurses are required to utilize that equipment in the course of their duties, those nurses shall receive training and ongoing education in order to optimize their efficiency with the new equipment.

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

25.03 Where voice-exists at the Branch and the system has the capacity to accommodate the amount and type of communication requested, the Employer will cooperate in the provision of access by the Union to the system by providing a mailbox for PNFO, for the sole purpose of notification of members regarding Union 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 the notification regarding Union related matters. The Union shall abide by the procedures established for the system. There shall be no additional cost to the Branch. Voice mail shall not be utilized for Union business during office hours of between 08:00 am and 05:00 pm.
ARTICLE 26 - TERMINATION AND RENEWAL

26.01 The Agreement shall continue in effect until March 31, 2017 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.

26.02 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.

26.03 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.

DATED this 20 April 2016

FOR VON GREATER KINGSTON SITE FOR THE ONTARIO FEDERATION OF HEALTH CARE WORKERS

______________________________  ______________________________

______________________________  ______________________________
APPENDIX ‘A’ - WAGES GRID

The following pay rates apply to Visiting Nursing Programs only.

Effective April, 1, 2015

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LETTER OF UNDERSTANDING

Between

The Victorian Order of Nurses, Ontario Branch Greater Kingston Site

And

Ontario Federation of Health Care Workers

Re: JOB SECURITY

The Employer agrees that it will endeavour to avoid lay-off for full-time nurses during the life of this Collective Agreement, unless the Branch is closed or there is insufficient nurse volume/caseload for the Branch to handle with the number of full-time nurses at the Branch. The Employer retains the right to determine the composition of its nursing staff but will not lay-off nurses who are full-time employees for the sole purpose of removing their status as full-time employees.

DATED this April 20 2016.

FOR VON GREATER KINGSTON SITE

FOR THE ONTARIO FEDERATION OF HEALTH CARE WORKERS
LETTER OF UNDERSTANDING

Between

The Victorian Order of Nurses, Ontario Branch Greater Kingston Site

And

Ontario Federation of Health Care Workers

Re: SHIFT NURSING

Shift nursing is a separate classification. Therefore, Articles on Hours of Work, Scheduling, and Compensation in the Collective Agreement do not apply.

1.0 Nurses working shift nursing will be treated as casual employees under all other Articles. No nurse in the bargaining unit at the time that shift nursing is introduced shall be required to work in the shift nursing program.

2.0 Hours of Work:
Hours of work will range from three (3) hours to twelve (12) hours. The hours of the shift will be determined by client need.

3.0 Mileage/Travel:
No mileage allowance or travel time will be paid when the nurse is scheduled for a single site shift unless the single site is in excess of forty (40) kilometers of the nurse’s home or from the branch office (whichever is closest to the client) in which case the nurse shall be paid for mileage, at the rate set out in Article 20.01, commencing and terminating at the forty-kilometer point.

Where a nurse is scheduled to work at more than one site she will be paid for a maximum of one-half (0.5) hour travel time between sites.

4.0 For assignments longer than two (2) weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.

5.0 Shift Nursing seniority will be maintained separately from all other VON nursing programs.

6.0 Assignments will be made in order to provide continuity of care of the client. Clients will be assigned a primary and a secondary nurse for each shift of the day (ie. days, evenings, nights or days and nights). Assignments will be offered on the basis of the
Such amount shall not be included in the base used for the purpose of calculating overtime.

DATED this April 20, 2016.

FOR VON GREATER KINGSTON SITE

FOR THE ONTARIO FEDERATION OF HEALTH WORKERS
nurse’s availability, skills, experience, ability and seniority in order to meet the client needs including continuity, language and culture.

7.0 Premium Pay:
All time worked in excess of an average of two hundred and forty (240) hours in six (6) weeks (based on a six (6) week schedule at forty (40) hours per week) or in excess of her scheduled shift of the day, shall be considered overtime on the basis of time and one-half (1.5), subject to the following conditions:
   i) the nurse is authorized by her supervisor to work overtime;
   ii) the overtime exceeds fifteen (15) minutes.

8.0 Cancellation:
Nurses assigned to Shift Nursing can be cancelled up to four (4) hours in advance of assignment hours of work without penalty, except in cases of death and hospitalization.

9.0 Report Pay
A nurse who is called in or reports for a Shift Nursing tour as scheduled and is not required to work shall, unless otherwise notified by the Employer, receive payment at her regular hourly rate for either four (4) hours or for the number of hours in her scheduled shift, whichever is less. She shall be required to perform any duties assigned by the Employer which she is capable of doing, if her regular duties are not available.

10.0 Shift Premium:
Nurses will be paid evening and weekend premium as per Article 16.05 of the Collective Agreement.

11.0 Compensation:
Shift Nurses shall be paid at their appropriate level on the seniority Wage Grid set out in Appendix ‘A’ of the Collective Agreement.

For an 8hr shift, the nurse will be paid for 8 hours per shift, which includes 30 minutes of paid breaks. For a 12hr shift, the nurse will be paid for 12 hours per shift, which includes 45 minutes of paid breaks. The nurse will remain accessible to the client where required during the paid break. Nurse’s shall not take extra time or claim overtime without prior authorization as a result of missing any break period.

12.0 Nurses hired to work in the Shift Nursing Program, the Visiting Nursing Program or the Foot Care Program, may apply to work in any other program on a casual basis. The nurse will be required to provide availability for the program and will be granted hours or shifts on the basis of availability. Nurses will be paid at the Shift Nursing rates, the Visiting Nursing rates, or the Foot Care rates as applicable.

13.0 All hours worked in any VON Nursing Program can be accumulated for the purpose of placement on the grid.

14.0 RPN’s in the Shift Nursing Program shall receive six and one half percent (6.5%) paid on all straight time hourly rate in lieu of vacation and all benefits including holiday pay.
LETTER OF UNDERSTANDING

Between

The Victorian Order of Nurses, Ontario Branch Greater Kingston Site

And

Ontario Federation of Health Care Workers

Re: FOOT CARE PROGRAM

The parties hereby agree that the Foot Care Program is separate from other Nursing Programs in the Branch. Therefore, Articles on Hours of Work, Scheduling, and Compensation do not apply.

The following terms and conditions will apply:

1. Foot Care Nursing seniority will be maintained separately from all other VON Nursing Programs. Nurses working in the Foot Care Program will be treated as casual employees under all other Articles.

2. Nurses hired to work in the Foot Care Program (other than those who elect to work exclusively in the Program), Visiting Nursing Program or the Shift Nursing Program may apply to work in any of the programs on a casual basis providing that they have the skills, abilities, experience, qualification, training and education. The nurse will be required to provide availability for the program she has applied to and will be granted hours or shifts on the basis of availability. The nurse will be paid at the Foot Care, Visiting, or Shift rates as applicable.

3. Hours of work will be determined by the needs of the client and the efficient operation of the Branch.

4. No mileage allowance or travel time will be paid when the nurse is scheduled for a single site foot care visit. If a nurse’s first visit is more than forty (40) kilometers from the nurse’s home or from the branch office (whichever is the closest to the client) payment for mileage, at the rate set out in Article 20.01, will commence and terminate at the forty kilometer point.

Where a nurse is scheduled to work at more than one site, payment will be made for mileage commencing from the first site (client, home, clinic, VON office) and terminate at the last site (client, home, clinic, VON office). Mileage will be paid as per Article 20.01.
5. Assignments will be offered on the basis of the nurse’s availability, skills, ability, experience, qualifications, training, education and ability to meet the client needs including continuity, language and culture. Where these factors are relatively equal then seniority will govern.

6. All time worked in excess of thirty-seven and one half (37.5) hours per week or in excess of seven and one half (7.5) hours per day, shall be considered overtime on the basis of time and one-half (1.5), subject to the following conditions:
   i) the nurse is authorized by her supervisor to work overtime
   ii) the overtime exceeds fifteen (15) minutes.

Overtime premiums shall not apply if a nurse self-schedules a shift of greater than seven and one half (7.5) hours per day.

7. A nurse who is called in or reports for work as scheduled and is not required to work shall, unless otherwise notified by the Employer, receive for either four (4) hours or for the number of hours in her scheduled shift, whichever is less at her regular straight time hourly rate. The nurse shall be required to perform any duties assigned by the Employer which she is capable of doing, if her regular duties are not available.

8. Nurses working in the Foot Care Program who have been cancelled with less than four (4) hours advance notice, except in cases of death and hospitalization, will receive payment at their regular straight hourly rate for either four (4) hours or for the number of hours in her scheduled shift, whichever is less.

9. Nurses will be paid evening and weekend premium as per Article 16.05 of the Collective Agreement.

10. Nurses working in the Foot Care Program will be provided with the materials, equipment, and supplies necessary to provide foot care services. Nurses will be responsible for orientating themselves with the needs of their clients and the specifics of any foot care clinics and to obtain the necessary equipment and supplies, prior to the date of any foot care provision of services for which they are scheduled. Nurses will be compensated for time spent obtaining the necessary equipment and supplies.

11. A nurse who is providing service in a Foot Care clinic who does not have an assistant to set up and take down the clinic, will be provided with fifteen (15) minutes paid time for these duties.

12. a) The regular straight hourly rate for a Foot Care Nurse is as follows:
   i) Effective April 1, 2015, $19.93 per hour.
   ii) Effective April 1, 2016 $20.08 per hour.
b) RPN's in the Foot Care Program shall receive six and one-half percent (6.5%) paid on all straight time hourly rate in lieu of all benefits including holiday pay. Such amount shall not be included in the base used for the purpose of calculating overtime.


FOR VON GREATER KINGSTON SITE

FOR THE ONTARIO FEDERATION OF HEALTH CARE WORKERS