COLLECTIVE AGREEMENT

BETWEEN

Ontario Federation of Health Care Workers
(The “Union”)

- and –

Carefor Health and Community Services
(The “Employer”)

Expires March 31, 2018
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## LETTERS OF UNDERSTANDING

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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 RPNs 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 exclusive bargaining agent for all registered and graduate practical nurses employed in a nursing capacity by the Carefor Health and Community Services save and except supervisors, persons above the rank of supervisors, office and clerical staff. For 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 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 exercise 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 this Collective Agreement:

   a) A “Registered Practical Nurse” shall mean a person who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act. Nurses are required to remain registered with the College of Nurses of Ontario during their employment and must therefore renew their registration yearly.

   b) A “full-time nurse” is one who is employed on a permanent basis to work seventy-five (75) hours bi-weekly.
c) A regular part-time nurse” is one who is employed to work less than seventy-five (75) hours bi-weekly on a pre-determined basis.

d) A “casual nurse” is a nurse for whom there is no predetermined schedule who works on an interim basis, as required by the Employer, and is paid an hourly rate.

e) A “Graduate Practical Nurse” shall mean a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses of Ontario and either in the process of being certified by the College or is completing certification requirements. This certification shall be completed within twelve (12) months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated and such termination shall not be the subject matter of a grievance or arbitration procedure.

f) The terms “Registered Practical Nurse”, “RPN”, “nurse” and “employee” when used throughout this Collective Agreement shall mean persons employed by the Employer and covered by this Collective Agreement.

g) Whenever the feminine pronoun is used in this collective agreement, it includes the masculine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean plural when the context so requires.

**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 practised 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 working 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 of 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*. 
The Employer will provide a copy of the current Carefor Harassment in the Workplace Policy to all employees.

**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 lockouts 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 regular part-time or casual employee in a month in which the nurse does not work.

7.03 The amount of the 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 from the operation of this Article.

7.05 The amounts deducted under this Article shall be remitted monthly to the Union’s Provincial office by the 30th of each month. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, including their address, phone number, Social Insurance number and employment status. The Employer shall notify the Union in writing (with a copy to the Union Office) on a monthly basis of all new hires, discharges, lay-offs and recalls.

7.06 The Employer agrees that an officer of the Union or a Union Steward shall be allowed a reasonable period of time not to exceed fifteen (15) minutes, during regular working hours to acquaint newly employed nurses with the Union during their orientation period. During such session, membership forms may be provided to the nurses. A copy of the Collective Agreement will be provided to the employee. Management will endeavour to give the Union Steward 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 Union information necessary to fully discuss the issues.

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

8.02 a) The Employer will recognize a negotiating committee comprised of two (2) nurses for the purpose of meeting with the Employer to negotiate a renewal agreement; or

b) In instances when joint bargaining is undertaken, the Union and the Employer will agree in advance to the number of nurses on the negotiating committee

c) 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 of 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) The Employer will comply with the Joint Occupational Health and Safety Act.

c) The Union agrees to endeavour 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 fulfills 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 grievor for time spent at arbitration hearings.

8.06 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 appointments.

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.

**ARTICLE 9 – ORIENTATION AND EDUCATION PROGRAM**

9.01 In its aim to provide the highest quality nursing care, the Employer recognizes the need for programs to assist the nurses’ professional growth. These shall include:

a) An orientation program

b) A staff in-service educational program.

c) Staff attendance at professional nursing association meetings, short-term workshops or institutes relevant to the nurses’ work at the discretion of the Nurse Manager.

9.02 All time spent by the employee on mandatory training as requested by the Employer will be paid as regular working time.
9.03 Employees recalled from layoff under Article 13, and employees 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.

9.04 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in educational programs. The Union supports the principle 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 employees with opportunities to attend such programs.

9.05 Employees 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 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within seven (7) days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within ten (10) days of the discussion in the following manner and sequence.

10.02 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

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

**Step No.1**

The nurse may be accompanied by a nurse representative, if the nurse wishes, and may submit a written grievance signed by the nurse to her immediate supervisor/manager. The grievance shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. The immediate supervisor/manager will deliver her
decision in writing within seven (7) days following the day on which the grievance was presented to her. Failing settlement, then:

**Step No.2**

Within seven (7) days following the decision under Step No.1, the nurse shall submit the written grievance to the Director or her designate. A meeting will be held between the Director or her designate and the Grievance Committee within ten (10) days. 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 such meeting. The Decision of the Director shall be delivered within ten (10) days of the meeting.

10.04 A claim by a nurse, except a probationary nurse, 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 nurse with the Employer at Step No.2 within seven (7) days after the date the discharge or suspension is imposed.

A claim by a nurse, except a probationary nurse, that she has been unjustly disciplined (other than discharge or suspension) shall be treated as a grievance if lodged by the employee in accordance with the time limits and procedures set out in Articles 10.01 and 10.03.

10.05 At the time formal discipline (including discharge) is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance.

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 at Step No.2 within ten (10) days following the circumstances giving rise to this 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 could have herself instituted and the regular grievance procedure shall not be thereby be bypassed.

10.07 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 the Director or her designate, within ten (10) days after the circumstances giving rise to the grievance having occurred. The grievance shall then be treated as being initiated at Step No.2 and shall continue through the procedure as outlined above.

10.08 Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within twelve (12) days after the decision under
Step No.2 is given, the grievance shall be deemed to have been abandoned. When either party wishes to have a grievance referred to arbitration it shall be given written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. Within ten (10) days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.

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

10.10 Each party shall pay its own expenses including those for its nominee and witnesses and the fees and expenses of the chairperson shall be borne equally by the parties.

10.11 The Arbitration Board shall not be empowered to alter, modify, add to or amend any part of the Collective Agreement, or to make any decision which is inconsistent with the provisions of this Collective Agreement.

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

10.13 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.

10.14 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 nurse or nurses concerned.

10.15 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.

10.16 All agreements under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union and the nurses.

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 regular part-time nurses shall be based on hours worked accumulated since date of last hire. It is recognized that one thousand five hundred (1,500) hours worked equals one year of full-time service for regular part-time and casual nurses.

11.02 The probationary period for full-time, regular part time and casual nurses shall be six (6) months or six hundred (600) 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 successful completion of the probationary period, seniority will be back dated to the date of hire of such nurse.

11.03 a) There shall be separate seniority lists for full-time and regular part-time nurses who have successfully completed their probationary period. A copy of the seniority lists shall be filed with the Chief Steward of the local Union and posted in January and July of each year.

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

c) Shift nursing seniority shall be maintained separately from all other Carefor Health and Community Services nursing programs.

11.04 A nurse’s full seniority shall be retained in the event that she is transferred from full-time to regular part-time or vice-versa or in the event that she is transferred from casual to regular part-time or vice-versa. A nurse whose status is changed from full-time to regular part-time shall receive credit for her full seniority on the basis of one thousand five hundred (1,500) hours worked for each year of full-time seniority. A nurse whose status is changed from regular part-time to full-time shall receive credit for her full seniority on the basis of one year of seniority for each one thousand five hundred (1,500) 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) When absent due to sickness or injury and/or disability including LTD up to thirty (30) months.

(iv) In receipt of Workers’ Compensation for any injury sustained while in the course of her employment with the respective Carefor Health and Community Services.

(v) On pregnancy or parental leave.

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

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 purposes 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 has 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 work or return to work during an emergency which seriously affects the Employer’s ability to provide 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 absent from work due to illness, injury or disability in excess of twenty four (24) months and the absent employee shall have no right to resume the former position once it is filled.

At one (1) month prior to permanently filling the position the Employer will notify the employee and the union of the intention to do so.

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 the Carefor Health and Community Services, 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.

11.07 A nurse who is rehired within six (6) months 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 a) Where a permanent vacancy (including a new position) occurs in a classification in the bargaining unit, the Employer will post a notice of such vacancy for seven (7) days and nurses shall be notified using recognized communication tools- email, bulletin board and voice mail or intranet if available. Nurses shall submit written applications for the vacancy within the period indicated on the notice.

b) Nurses 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 amongst the nurses considered, the senior applicant within the job classification, will be given preference provided that she is qualified to perform the available work.
c) Should there be no suitable applicants from within the bargaining unit, the Employer may hire a nurse from outside the bargaining unit.

ARTICLE 13 – LAY-OFF AND RECALL

13.01 a) Where the Employer intends to conduct a layoff, it shall lay off 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.

b) 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, qualifications, training and education established by the Employer.

c) If a full time nurse is laid off, she shall have the option of transferring to regular part-time (if a position is available) or to casual status. If a regular part-time nurse is laid off, she shall have the option of transferring to casual status.

d) In the event of a layoff, the work shall be assigned in the following order:

   i) Full-time nurses
   ii) Laid off full-time nurses in descending order of seniority
   iii) Scheduled regular part-time nurses in descending order of seniority
   iv) Laid off regular part-time nurses in descending order of seniority
   v) Regular part-time nurses who have made themselves available for extra tours, in descending order of seniority
   vi) Casual nurses in descending order of seniority

e) In the event of the proposed lay off of a permanent or long term nature of full-time nurses, the Employer will provide the Union with a minimum of thirty (30) days notice. The Employer will not lay off nurses who are full-time for the sole purpose of removing their full-time status.

f) 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) day 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.

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

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 Director or her designate. Special consideration will be given to requests for special work arrangements to allow employees to pursue educational opportunities. 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

Subject to service needs and staffing requirements, leave of absence without pay to attend Union business will be granted to nurses 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) Such leave shall not exceed more than twenty five (25) cumulative days per fiscal year.

(iii) 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 A nurse who is elected to the Executive Board 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

a) A full-time or regular part-time nurse who notifies the Employer as soon as possible following a death in the immediate family, shall be granted up to three (3) consecutive days off work without loss of her regular pay for her regularly scheduled hours up to and including the day of the funeral. “Immediate family” shall mean grandparent, parent, spouse, sibling, child, child’s spouse, spouse’s parent, grandchild, spouse’s grandparent, spouse’s sibling, step-parent, step-child, same sex partner, legal guardian or fiancée.

b) Where extensive travel is required or in exceptional circumstances, additional unpaid bereavement leave of up to two (2) days may be granted at the discretion of the Director or her designate.

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 that she:

a) Notifies the Employer immediately after she has been notified that she will be required to attend court or an inquest.

b) Presents 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 (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 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 thirty-five (35) weeks of unpaid parental leave if the employee also took pregnancy leave. A nurse/parent may request a total of thirty-seven (37) weeks of unpaid parental leave if they have not requested pregnancy 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 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 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/adoption leave of absence, provided the sum of all such leaves of absence does not exceed twelve (12) continuous months per pregnancy/adoption.

14.07 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.

ARTICLE 15 – HOURS OF WORK AND SCHEDULING

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

15.01 a) The regular hours of work for all full-time nurses in the visiting nursing
program will be:

(i) Seven and one-half (7.5) hours per tour, exclusive of a one (1) hour unpaid meal period. The meal period must be taken at some point during the scheduled tour but not at the end of the tour.

(ii) Seventy-five (75) hours per two week period.

b) A regular part-time nurse works in accordance with hours of work outlined in the Nurse’s employment offer, a predetermined schedule of up to eight (8) tours in a two week period including weekends which are scheduled an average of one (1) weekend in three (3).

c) A casual nurse is expected to be available to work no less than two (2) tours per week and one (1) weekend in three (3).

d) Nurses shall not be required to work more than seven (7) days in a row, except when a statutory holiday falls on a day adjacent to a weekend.

15.02 Nurses shall be entitled to a fifteen (15) minute unpaid rest period in each half of the normal tour. Nurses shall not take extra time, leave work early nor shall they claim any overtime without prior authorization as a result of missing rest periods.

15.03 a) The work schedule shall be posted four (4) weeks in advance and shall cover a minimum of an eight (8) week period and will be provided to employees by recognized electronic means (eg fax, email, intranet).

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

c) When there is insufficient work for a full-time nurse, such nurse shall have the option of displacing the most junior full time nurse working. The displaced full time nurse may exercise her right to bump the most junior part-time nurse working. In all cases where there is work, which cannot be done by the full-time nurse, the work shall be assigned in the following order.

(i) Another full-time nurse who does not have sufficient work.

(ii) The scheduled regular part-time nurses in descending order of seniority

(iii) Regular part-time nurses who have made themselves available for extra tours, in descending order of seniority

(iv) Casual nurses, in descending order of seniority
d) A nurse will not be scheduled to work outside the nursing program for which she was hired unless mutually agreed between the nurse and her manager. A visiting nurse shall not be obligated to do shift nursing or vice versa.

e) Any request for a change in the posted schedule must be submitted in writing or left on voice mail to the Staffing Supervisor for approval at least five (5) calendar days in advance of the requested change. A response will be provided by voice mail within seventy-two (72) hours if the request is granted or put on hold due to staffing needs. Changes initiated between nurses shall not result in additional cost to the Employer in the form of overtime or premium payments.

f) Scheduling for evening shifts will be done on a voluntary basis. If there are insufficient volunteers, scheduling will be done on a rotational basis in reverse seniority with as much notice as possible but no less than twenty four (24) hours notice. For short notice coverage, the employer will first ask for volunteers before scheduling in reverse order of seniority.

g) Nurses will be scheduled to work an additional weekend in October. Commencing with the November schedule weekend provisions will be put in place (2 passes and 13 weekend scheduled up to March 31st, 2016).

  i) Full time and Part Time nurses will be scheduled every second weekend but will work a minimum of 22 weekends per year.

  ii) Full Time nurses can request to use time credits to be cancelled off the weekend and it will count as one of their 22 required weekends.

  iii) Regular Part time and Casual nurses are not provided with weekend credits, however nurses can request to be cancelled off of the weekend.

  iv) Rescheduling or cancelling of nurses will be based on operational demands, skill then seniority.

  v) Employees will be given 4 weekend passes in a year to be granted by Staffing Coordinator based on operational needs. Requests to use passes will be limited to one during the peak periods of Summer and March Break.

  vi) Based on operational needs, if there are excess nurses scheduled to work on a weekend the Employer will first offer Full time nurses by seniority, the ability to be rescheduled or use time
credits (to work the in lieu days) then Regular Part Time, then Casual nurses by seniority to be cancelled.

vii) If the days off for Full Time nurses scheduled to work the weekend have already been taken, the nurse must use time credits which will be granted based on operational needs.

viii) Should a Full time or Part Time nurse ask to have a weekend rescheduled it will be considered with the understanding that the nurse is committing to working 2 weekends in a row. Such requests will be based on operational needs.

ix) Casual and Regular Part time nurses who have been cancelled off of the weekend by seniority shall have no entitlement to have these hours rescheduled but can submit additional availability as per the Collective Agreement.

x) If a nurse wishes to request in advance to be rescheduled or be cancelled off on a weekend, they must submit individual requests for each weekend, in writing, one week in advance. Nurses will be notified whether requests to be rescheduled or cancelled has been granted on the Friday prior to the weekend, following the planning of the weekend work.

xi) Nurses can trade any shift with similarly skilled nurses once the schedule has been posted. Any changes will not result in overtime. Trades must be approved by the Staffing Coordinator and may not be granted until the day before.

xii) Full Time nurses who request to trade a weekend with another Full Time nurse will be required to also trade the days off in lieu of working the weekend, to prevent working more than 7 shifts in a row or 8 days with a statutory holiday.

xiii) Full Time nurses will have the ability to give away weekend shifts to Regular Part Time or casual nurses by seniority with the appropriate skill equivalent with the approval of the Staffing Coordinator provided that they use banked credits. The giving away of weekend shifts shall not cause any nurse to work more than 7 shifts in a row or 8 days with a statutory holiday.

xiv) Once granted weekend credits may not be altered without the expressed approval of both parties.
h) Nurses will not be scheduled to work split tours in the visiting nursing program unless mutually agreed between the Employer and the nurse(s) concerned.

15.04 a) The schedule may be adjusted to accommodate the alternate working of Christmas Day Boxing Day or New Years Day. Nurses will indicate in writing if they do not want their scheduled weekend to be changed.

b) A nurse who works Christmas Day and Boxing Day shall be scheduled to be off for at least four (4) consecutive days over the 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 upon by the employee and the Employer. Nurses may request up to two (2) days unpaid additional leave which will be granted as caseload permits. If sufficient staffing is available, an extra day may be granted based on seniority.

15.05 Casual staff are expected to report their availability to the staffing coordinator one week in advance of the schedule being posted. Shifts will be offered on an equitable basis.

15.06 Night Standby will be scheduled on a rotational basis. In the event of the need for last minute coverage of a Night Standby shift, there will be an attempt to cover the shift by a volunteer first, then the next available nurse on the night standby rotation will be scheduled. Night standby shifts may be exchanged between nurses. Changes should not cause undue hardship for the nurse asked to provide the coverage.

15.07 Whenever operational requirements permit, a nurse, with agreement of her Nurse Manager, may work a flexible hour day.

15.08 Team meetings and office entry time will be scheduled on a regular basis and will be dependent upon staffing and caseload requirements.

15.09 **Job Sharing**

The parties agree to job sharing, an arrangement whereby two (2) nurses share hours of work of what would otherwise be one (1) (or 1.2) full-time positions. The nurses working as job sharers will be classified as regular part-time and will be covered by the Collective Agreement with the following exceptions:

a) The Employer will determine the suitability and number of job sharing positions

b) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
c) Total hours worked by the job sharers shall equal one (1) full-time position. The schedule shall be determined by mutual agreement between the two (2) nurses and the nurse manager.

d) The job sharers involved will have the right to determine which partner works on scheduled paid holidays.

e) The schedule referred to in paragraph three (3) shall conform with the scheduling provisions of the Collective Agreement. Each job sharer will continue to work weekends and statutory holidays on the same basis as full-time staff.

f) It is expected that both job sharers will cover each other’s absences including incidental illnesses and vacation. Job sharers are not required to cover for their partners in the case of prolonged or extended absences but may be offered the opportunity to do so.

g) Subject to paragraph one a) above:

(i) Where the job sharing arrangements arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the job posting criteria set out in the Collective Agreement.

(ii) An 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 on the job posting criteria set out in the Collective Agreement.

h) 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 filling the full-time position or reverting to a regular part-time position for which she is qualified when a vacancy exists. If she does not continue full-time, the position must be posted according to the Collective Agreement.

i) Each new job share arrangement will be evaluated by the Nurse Manager and job sharers after a period of thirty (30) days and on an on-going basis against the following criteria:

(i) client satisfaction
(ii) continuity of care
(iii) administrative time
(iv) desire by both job sharers to continue
(v) co-workers satisfaction & compatibility
(vi) cost-effectiveness
If the job sharing arrangement is not successfully evaluated against the established criteria, the arrangement may be discontinued with one month’s notice by either party. The senior nurse will be offered the full-time position. If she accepts, the remaining nurse will have the option to be assigned to the first available full-time or regular part-time position. If the senior nurse declines the offer, the full-time position will be offered to the other job sharer nurse and the senior nurse will have the option to be assigned to the first available full-time or regular part-time position. If they both decline the offer, the full-time position will be posted and they will have the option, by seniority, to be assigned to the first available regular part-time position.

**ARTICLE 16 – PREMIUM PAY**

16.01  

a) All time worked in excess of a ten (10) days or seventy-five hours in a two (2) week period shall be considered as overtime, providing overtime is pre-authorized by a Supervisor/Manager and time up to an including fifteen (15) minutes shall not be counted as overtime.

b) Where a full-time 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. The nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. If the Nurse wants to change the method selected she may make a change in October or at the beginning of the fiscal year by providing written notice to payroll. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premium 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.

c) Regular part-time and casual nurses who are assigned work in excess of seven and one-half (7.5) hours a day shall receive overtime compensation at the rate of time and one-half (1.5). Time up to and including fifteen (15) minutes shall not be counted.

16.02  

a) A nurse shall be able to take time off according to the amount of accumulated time standing to her credit in the Compensating Time Bank at such times as are mutually agreed between the nurse and the Staffing Coordinator. There shall be no carry over of compensating time from one fiscal year to another.
b) Nurses may choose to work time in excess of 7.5 hours in a day as flex time. The flex time must be scheduled off at a mutually agreeable time within two (2) weeks. Any flex hours not granted will be transferred to the overtime bank at the rate of time and one half.

16.03 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 hourly rate. Such nurses shall be required to perform any duties in the program for which she was hired, assigned by the Employer.

16.04 a) Where a nurse’s scheduled tour for visiting nursing is cancelled with less than ten (10) hours notice in advance of the starting time of the scheduled day shift and with less than three (3) hours notice of the starting time of the scheduled evening shift, she will receive four (4) hours’ pay at her regular straight time hourly rate.

b) It is the responsibility of every nurse who is scheduled to work a day tour to contact the Employer or voice mail for messages. All cancellations for the day tour will be in the voice mail boxes by 22:00 hours the evening immediately prior to the scheduled tour.

It is the responsibility of every nurse who is scheduled to work the evening or night tour to contact the Employer or voice mail box for messages within two and one half (2.5) hours prior to the start time of her scheduled tour.

If the nurse does not call in for such messages, she will not be entitled to receive premium pay under this Article.

16.05 a) **Evening Premium**

A nurse who is scheduled to work between 1600 hours and 2400 hours shall receive a premium of $2.25 per hour.

b) **Weekend Premium**

A nurse who is scheduled to work between Saturday 0800 hours and Sunday at 2400 hours shall receive a weekend premium of $2.00 per hour.

c) **Night Standby Premium**

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 call 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 time spent is greater than fifteen (15) minutes the nurse shall be paid at time and one half (1½) for the entire period she is on the phone.

ARTICLE 17 – DESIGNATED HOLIDAYS

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

- New Year’s Day
- Good Friday
- Labour Day
- Canada Day
- Civic Holiday
- Victoria Day
- Christmas Day
- Boxing Day
- Thanksgiving Day

a) In addition to the above listed designated holidays, each full-time nurse will receive three (3) 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 she works her scheduled work day on each of these scheduled working days immediately preceding and following the actual designated statutory holiday.

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

d) A nurse may accumulate up to two (2) statutory holidays fifteen (15) hours which may be taken at her request, subject to service need, singularly or consecutively, or added to her vacation. Remaining hours in the Statutory Holiday bank will be paid out on the last pay period in March each year.

17.03 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 in accordance with existing Employer practice.

18.02 Full-time nurses shall be granted paid vacation leave as follows:
a) Nurses who have completed less than three (3) years of full-time continuous service are entitled to three (3) weeks vacation per year;

b) Nurses who have completed three (3) or more years of full-time continuous service are entitled to four (4) weeks per year;

c) Nurses who have completed fifteen (15) or more years of full-time continuous service are entitled to five (5) weeks per year.

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

e) Nurses who have completed thirty (30) years or more of full-time continuous service are entitled to seven (7) weeks per year.

18.03 Vacation for part-time and casual nurses will be calculated on each pay period as follows:

a) Regular part-time and casual nurses shall be entitled to vacation pay based on their basic hourly rate as follows:

(i) Less than one (1) year of service – 4%
(ii) One (1) year but less than three (3) years of service – 6%
(iii) Three (3) years but less than fifteen (15) years of service – 8%
(iv) Fifteen (15) but less than twenty-five (25) years of service – 10%
(v) Twenty five (25) or more years of service – 12%
(vi) thirty (30) or more years of service- 14%

b) Regular part-time and casual nurses will be granted unpaid vacation as follows:

(i) Nurses who have completed one or more years of service are entitled to three (3) calendar weeks vacation per year.
(ii) Nurses who have completed three (3) or more years of service are entitled to four (4) calendar weeks vacation per year.
(iii) Nurses who have completed fifteen (15) but less than twenty five (25) years of service are entitled to five (5) calendar weeks per year.
(iv) Nurses who have completed twenty five (25) or more years of service are entitled to six (6) calendar weeks vacation per year.
(v) Nurses who have completed thirty (30) or more years of service are entitled to seven (7) weeks’ vacation per year.

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

18.05 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 pay. If vacation has been received by the nurse over and above the vacation she is entitled to, pursuant to the terms of the Agreement, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse an amount equivalent to the pay for vacation received without entitlement.

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

18.07 a) The parties agree that annual vacation is intended to be taken in total each year. The Employer will endeavour to accommodate the wishes of nurses with respect to vacation days, subject to the service needs and staffing requirements. Vacation shall not be carried over from year to year except with the permission of the Director or her designate.

b) Weekends prior to and following scheduled vacation will be scheduled off unless mutually agreed otherwise.

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. The employee shall obtain a physician’s certificate at her own expense to cover the period of such illness.

b) Where an employee’s scheduled vacation is interrupted due to serious illness requiring the employee to be an inpatient 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.

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

18.09 Vacation Scheduling:

a) The vacation year shall be April 1 to March 31.

b) All vacation requests will be submitted in writing and may be provided by email or fax.
c) The summer vacation period will be mid-June to mid-September to a maximum of 13 weeks. Requests for prime time summer vacation shall be submitted by February 15 and shall be granted in order of seniority.

d) To the extent that operational requirements allow, all nurses will be permitted to apply for up to two (2) consecutive weeks, or if the nurse so chooses two separate weeks, of vacation in summer prime time. Thereafter, additional weeks of vacation during the prime time summer vacation period will be granted as operationally feasible once all other requests submitted by February 15 have been approved. Vacations requested during the prime time summer period will be granted by April 1.

e) Vacation requests submitted after submission deadline dates are granted on a first come first served basis. The Employer shall reply to the request in writing within one (1) week of the receipt of the request. In the event of conflict, seniority shall govern with respect to granting of vacations.

f) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.

g) A week of vacation shall be seven (7) consecutive days

h) Single vacation days may be granted subject to operational requirements.

i) A nurse may not change her authorized / approved vacation time without a written request from the nurse and the approval of the Employer.

j) The winter school break vacation shall be granted based on seniority. Requests for vacation during the winter school break shall be submitted in writing by December 15.

k) Regular part-time and casual nurses may elect to bank the percentage paid as vacation. The banked vacation percentage will be paid on written request. Any hours remaining in the vacation bank at March 31 will be paid out.

ARTICLE 19 – EMPLOYEE FILES

19.01 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.
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 may be 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.

Employees are paid kilometers in excess of twenty five (25) kms when driving from their home to a client or the office or when leaving the office or last client to their home. An employee who resides outside the City of Ottawa Urban Boundaries (not K0A) may claim kilometers from the City of Ottawa boundary, when kilometers exceed twenty five (25) kms when travelling to or from a client or the office. An employee who has requested to work in a specific district which exceeds the twenty five (25) kms from their home or Urban Boundaries will be paid kilometers for travel from the boundary of the requested district.

Employees will be reimbursed at a minimum of $0.47 cents per kilometer at the corporate rate. The employer will conduct an annual review of the kilometer rate reimbursement each fiscal year and may increase the rate.

The Employer recognizes that employees exercise judgment for the efficient scheduling of client visits. Subject to driving conditions employees will select driving routes that provide for the safe and efficient use of time and resources.

ARTICLE 21 – BENEFIT PLANS

PENSION AND GROUP BENEFITS

21.01 Pension Plan

Carefor will continue to provide the Pension Plan for all employees. Enrolment, participation and contributions by the Employee and the Employer will be in accordance with the terms and conditions of Pension Plan. A copy of the pension plan booklet will be provided to Nurses prior to the Nurse’s date of eligibility or at the Nurse’s request. A copy of the detailed pension plan text is available from
Human Resources upon request. The Union will be advised in advance of any changes to pension plan benefits or required contributions.

(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, enroll in the Plan when eligible.

(b) Part-time and casual nurses may participate in the Carefor Pension Plan.

21.02 **Group Benefit Plan**

Carefor agrees to provide full-time Nurses with the insured benefits as described below and as described in the Group Policy Number G0037436. Enrolment and participation by the Nurse will be in accordance with the terms and conditions of the Carefor Group Benefit Plan. Carefor shall provide each Nurse with information booklets outlining the current provisions in the insured benefit plan set out below. The Employer reserves the right to change carriers at the sole discretion of the Employer. 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.

(a) Extended Health /Dental Care

The Employer agrees to contribute one hundred percent (100%) of the premium for Extended Health Care and Dental Care, based on single, couple or family coverage. It is a condition of employment for Nurses to participate in Extended Health/Dental benefits unless they have at least equal coverage under a spousal plan.

(b) Basic Life Insurance

Employer agrees to pay one hundred percent (100%) of the billed premium. Coverage is based on two times annual salary. Participation is mandatory.

(c) Accidental Death & Dismemberment Insurance

The Employer agrees to contribute one hundred percent (100%) of the billed premium for Accidental Death and Dismemberment Insurance, which includes life insurance of two times annual salary. Participation is mandatory.

(d) Optional Life insurance (for employee and/or spouse)

The Employee agrees to pay one hundred percent (100%) of the billed. Employees may apply for these benefits.
Long-term Disability (LTD)

The LTD Plan is employee paid at one hundred percent (100%) of the billed premium. Coverage is based on 60% of gross insurable earnings (annual salary based on regular wages). LTD benefits received are non-taxable. Participation is mandatory.

21.03 (a) 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.

(b) 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.

(c) Retired nurses may participate in a benefit plan. The nurses shall pay 100% of the premium costs.

21.04 Pay in lieu of benefits for part-time & casual Nurses

In lieu of the benefits set out in this Article, regular part-time and casual relief nurses shall receive an amount equal to twelve percent (12%) of their regular straight time hourly rate. It is understood and agreed that designated holiday pay, pension, sick leave and insurance benefit plans are included. Such amount shall not be included in the base used for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.

Part-time and casual Nurses participating in the pension plan will have their “in-lieu of benefits” offset with a pay reduction equal to the amount of contributions made by the Employer to the Employee’s pension. Contributions to the plan by Employee and Employer will be in accordance to approved pension plan text. Changes to contributions levels are subject to change from time to time to ensure defined pension benefits are funded appropriately. The Union will be advised in advance of any changes to pension plan benefits or required contributions.

ARTICLE 22 – SICK LEAVE

22.01 a) Sick leave benefits are provided to full-time employees, beginning on the first pay period following the completion of three (3) months’ continuous service. Sick leave credits shall be earned at the rate of one (1) days per month to a total of twelve (12) days per year and a maximum of 637.50 hours or 85 days. It is agreed that any employees who currently have a bank of sick days in excess of 85 days will have their sick leave bank frozen. Such bank shall be utilized and no further credits shall be given until these employees have reached 85 days sick leave credits.
b) Where a full-time nurse is absent from work due to legitimate personal illness, she shall not lose her regular straight-time earnings from her regularly scheduled hours to the extent of her credits in the Sick Credit Accumulation Bank.

22.02 Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on paid sick leave. Sick leave credits will accumulate during periods of unpaid sick leave provided the Nurse has worked during the pay period.

22.03 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 any fee for such certificate which is not payable by the nurse’s health insurance plan.

22.04 Where applicable, a nurse who transfers from full-time to regular 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.

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

**ARTICLE 23 – WAGES**

23.01 Previous Experience Credit

For the placement on the wage grid of either a newly hired nurse or for a nurse who is re-entering the bargaining unit, such nurse shall make a claim in writing for recognition of recent related nursing experience. 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 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 shall place the nurse at an appropriate level on the wage grid effective the date of hire. Such placement shall be on the basis of one (1) increment for each year of nursing experience.

23.02 A full-time nurse will advance to the next level of the wage grid on her anniversary date of employment (1950 hours service). Regular part-time and casual nurses will advance to the next level on the grid after completion of 1500 hours of active service.

23.03 A full-time nurse who is transferred to regular part-time status or vice-versa shall be placed at the same step on the wage grid.
23.04 Where the Employer establishes a new classification within the bargaining unit, it shall advise the Union of the classification and the rate of pay. If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay for the classification. Such request for a meeting shall not delay the implementation of the new classification and shall be made within fourteen (14) calendar days of the notification by the Employer. Where the rate is challenged by the Union and the matter is not resolved within fourteen (14) calendar days of the meeting, it shall be referred to arbitration within the limits set out in this Agreement. Any change in the rate agreed to by the parties or set by the Arbitrator shall be retroactive to the date the new position is created.

23.05 Wages shall be paid according to Appendix “A”.

ARTICLE 24 – MISCELLANEOUS

24.01 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.

24.02 Nurses shall be paid every other week by direct deposit to their respective banks.

24.03 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.

24.04 Each Management shall determine and supply the necessary equipment and supplies required to enable the nurse to perform his/her duties.

24.05 A spouse shall mean a person of either sex.

24.06 The Employer shall endeavour not to allow any person not falling within the bargaining unit to perform work normally performed by the nurses covered by this Agreement. The Employer shall endeavour 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’s Director of Labour Relations. The Employer shall endeavour 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, nurses covered by this Collective Agreement and shall not do so without the prior consultation and discussion with the Union’s Director of Labour Relations. 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. This clause will not apply to the use of agency or registry nurses for emergency single shift coverage of vacancies in the shift nursing program due to the insufficient availability of staff.

24.07 Where voice mail exists at the Employer 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 OFHCW, 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 voicemail when such message pertains to notification regarding Union related matters. The Union shall abide by the procedures established for the system. There shall be no additional cost to the Employer. Voice mail shall not be utilized for Union business during office hours of between 8:00 a.m. and 5:00 p.m.

ARTICLE 25 – TERMINATION & RENEWAL

25.01 The Agreement shall continue in effect until March 31, 2018, 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.

If Carefor Health and Community Services receives additional funding from the Ministry of Health or the Community Care Access Centre targeted for nursing staff, the Employer will meet with the Union to discuss the disbursement of these funds in an equitable manner to the nurses covered by this Collective Agreement.

25.02 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.

25.03 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.

ARTICLE 26 – COUNTERPARTS

26.01 The parties agree that this Collective Agreement, and all Letters of Understanding associated with it may be executed in counterparts.
DATED THIS _______ DAY OF ______________________, 2015

Carefor Health and Community Services  

______________________________  
______________________________  
______________________________

Ontario Federation of Health Care Workers  

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APPENDIX A

Effective at ratification 1.25%

Effective April 1, 2016  1%
Effective April 1, 2017  1%

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LETTER OF UNDERSTANDING

Between

Carefor Health and Community Services

And

Ontario Federation of Health Care Workers

Re: SHIFT NURSING

The following definitions shall apply to nurses employed as shift nurses:

Full-time Nurse: A full-time nurse is defined as an RPN who works forty (40) hours per week or eighty (80) hours bi-weekly.

Regular Part-time Nurse: A regular part-time nurse is defined as an RPN who works at least twenty four (24) hours per week or forty eight (48) hours bi-weekly, but not more than forty (40) hours per week of eighty (80) hours bi-weekly. The scheduling of shifts shall not be construed to be a guarantee of hours of work and nurses can be cancelled if there is insufficient work.

Casual Nurse: A casual shift nurse is defined as an RPN who declares her availability and is employed on a relief basis as and when required by the Employer. Casual nurses will identify in writing any ongoing restrictions to availability. Any changes to restrictions must be in writing. Casual nurses shall have the right to decline shifts.

Shift nursing is a separate classification. Therefore, the Collective Agreement provisions concerning hours of work, scheduling, vacation, and compensation do not apply. The hours of work, scheduling, vacation and compensation of shift nurses shall be governed by and applied in accordance with this Letter of Understanding. All other terms and conditions, as contained in the Collective Agreement, will apply to nurses employed as shift nurses. The following terms and conditions shall apply to shift nurses:

1.0 Nurses currently employed in the Visiting Nursing Program shall not be required to work in the Shift Nursing Program. However, a Visiting Nurse may volunteer to work in the Shift Nursing Program.
2.0 Hours of Work

Hours of work will be determined by client need and will range from two (2) hours to twelve (12) hours per shift.

3.0 Mileage/Travel

a) No mileage allowance or travel time will be paid when the nurse is scheduled for a single site shift.

b) When the distance to the client’s home is greater than twenty-five (25) kilometers from the nurse’s home, mileage will be paid from the nurse’s home to the client’s home and vice versa. The mileage will be paid after twenty-five (25) kilometers have been traveled each way. For RPNs living outside the City of Ottawa, Urban Boundaries (not K0A) the counting of kilometers begins at the City of Ottawa Urban Boundaries.

c) Where a nurse is scheduled to work at more than one site, she will be paid for travel time between sites.

4.0 Nurses hired to work in the shift nursing program or the visiting nursing program may apply to work in either 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 or at the visiting nursing rates as applicable.

5.0 For assignments longer than two (2) weeks, nurses in the shift nursing program may be expected to work alternate weekends. For clarification purposes, weekend work will be scheduled as one weekend in two.

6.0 Shift nursing seniority will be maintained separately from all other Carefor Health and Community Services nursing programs.

7.0 Assignments will be made in order to provide continuity of care of the client. Work assignments will be offered based on nurses’ seniority, availability and ability to provide the required nursing skills.

8.0 Premium Pay

All time in excess of eighty (80) hours bi-weekly or in excess of the scheduled shift for the day shall be considered as overtime on the basis of time and one-half (1.5), subject to the following conditions:

a) The nurse is authorized by her supervisor to work overtime. It is understood that no reasonable request will be withheld.
b) The overtime exceeds fifteen (15) minutes.

c) Assignments to vocer sick calls or single day’s off will not be offered to the subcontracting company until all Carefor shift nurses have been offered the shift/shifts up to and including overtime payment.

9.0 Cancellation

a) Nurses assigned to shift nursing can be cancelled up to four (4) hours in advance for an eight (8) or twelve (12) hour shift without penalty, except in the event of death or hospitalization which could be less than four (4) hours.

b) Where a nurse’s scheduled tour is cancelled with less than four (4) hours notice (except in the event of death or hospitalization which could be less than four (4) hours) she shall receive a minimum of four (4) hours pay at her regular hourly rate. Such nurse shall be required to perform any duties in the program for which she was hired, assigned by the Employer.

c) Where there is insufficient work for a full time nurse she shall have the option of displacing the most junior casual nurse without affecting legislative requirements and provided she is qualified to perform the shift.

10.0 Reporting Pay

A nurse who is called in or reports for a shift nursing tour, of four (4) hours or less, and is not required to work shall, unless otherwise notified by the Employer, receive four (4) hours pay at her regular hourly rate. If the shift is scheduled for less than four (4) hours, she will receive two (2) hours pay at her regular hourly rate. She shall be required to perform any nursing duties assigned by the Employer.

11.0 Shift Premium

a) Effective date of ratification A shift premium of two dollars ($2.00) per hour will be paid for all hours worked between 8:00 p.m. and 8:00 a.m.

b) Effective date of ratification A nurse who is scheduled to work between Saturday 0800 hours and Monday at 0800 hours shall receive a weekend premium of two dollars ($2.00).

12.0 Compensation

As per Appendix A

i) Less than 5 years continuous service Step 3

ii) 5 years but less than 8 years Step 4

iii) 8 years but less than 12 years Step 5
iv) 12 years but less than 15 Step 6  

v) 15 years but less than 20 years Step 7  

vi) Over 20 years Step 8  

Shift nurses will move up the pay grid every 2000 hours or every 3 years, whichever comes first, provided that the nurse works an average of 200 hours per year to a minimum of 600 hours over a 3 year period.

a) RPN’s in the shift-nursing program shall receive eight percent (8%) pay on all regular 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. Nurses who are part of the Carefor Health and Community Services pension plan shall have their in lieu reduced to four per cent (4%).

b) Full-time shift nurses will accrue vacation as follows:

- Less than one year of full-time continuous service – 4%.  
- One year but less than six years of full-time continuous service – 6%  
- Six or more years of full-time continuous service – 8%  
- Fifteen or more years of full-time continuous service – 10%  
- Twenty five (25) or more years of full-time continuous service – 12%

c) Regular part time and casual nurses shall be entitled to vacation pay based on their basic hourly rate as follows:

- (i) Less than one year of continuous service – 4%  
- (ii) One (1) year but less than six (6) years of continuous service – 6%  
- (iii) Six (6) or more years of continuous service – 8%  
- (iv) Fifteen (15) or more years of continuous service – 10%  
- (v) Twenty five (25) or more years of continuous service – 12%

For the purpose of this article one thousand five hundred (1,500) hours worked for casual part time employees shall equal one year of full service.

13.0 Sick Leave

a) Sick leave benefits are provided to full-time employees, beginning on the first pay period following the completion of three (3) months’ continuous service. Sick leave credits shall be earned at the rate of one (1) days per month to a total of twelve (12) days per year and a maximum of 637.50 hours or 85 days. It is agreed that any employees who currently have a bank of sick days in excess of 85 days will have their sick leave bank frozen. Such bank shall be utilized and no further credits shall be given until these employees have reached 85 days sick leave credits.
b) Where a full-time nurse is absent from work due to legitimate personal illness, she shall not lose her regular straight time hourly earnings from her regularly scheduled hours to the extent of her credits in the sick credit accumulation bank.

DATED THIS _________DAY OF ______________________, 2015

Carefor Health and Community Services
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Ontario Federation of Health Care Workers
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LETTER OF UNDERSTANDING
Between
Carefor Health and Community Services
And
Ontario Federation of Health Care Workers

RE: SUBCONTRACTING SHIFT NURSING

1.1 In the event that the Employer is unable to meet the service requirements for a shift nursing client, the Employer may subcontract a shift or series of shifts to an approved subcontracting agency.

1.2 Nurses will be asked to declare their availability to provide service to shift clients to the Shift Nursing Coordinator every two weeks. The Shift Nursing Coordinator will contact the nurses who have declared availability when a shift becomes available. If no one declares interest, then the shift will be subcontracted to an approved subcontracted agency.

1.3 If a shift is subcontracted to another agency when a nurse is available to work, then that nurse must prove that she was available for that shift. If it is determined that a nurse was available to work and the work was contracted out, then the nurse will be entitled to be paid for the length of the shift that she was entitled to work.

2.1 In the event that the Employer has nurse(s) available to work and there is not work available in the Shift Nursing Program, and the Employer is requested by another agency to provide service to a client through a subcontracting arrangement, the Shift Nursing Coordinator will contact the nurses who have declared availability to determine their interest in working a single shift or a series of shifts. If more than one nurse declare interest then the work will be assigned based on skills and abilities, or all else being equal, on seniority. Nurses will continue to be employees with all rights and benefits as designated under this Collective Agreement.

2.2 Clients referred to the subcontractor will be returned to Carefor based on the following criteria when a shift nurse becomes available to carry the full client care plan.

   a) the client has not received more than 48 hours of RPN shift nursing.
   b) the client is not deemed to be end of life

DATED THIS ___________________ DAY OF ______________ 2015

Carefor Health and Community Services  Ontario Federation of Health Care Workers
LETTER OF UNDERSTANDING
BETWEEN
Carefor Health and Community Services
AND
Ontario Federation of Health Care Workers
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, foot care clinics, private home visits, wellness clinics).

1. Full time, regular part time and casual nurses from the visit nursing and shift nursing programs will be asked to declare their interest in working in Related Services. They shall identify geographic or other limitations, if any. Nurses can be hired to work exclusively in Related Services.

2. Work in Related Services will be offered/assigned to nurses based on:
   - Skill, ability, knowledge and experience
   - Availability
   - Geography
   - Language
   - Preference of customer
   - All else being equal, seniority

3. Hours of work for each Related Service will vary depending upon the needs and requests of the customer. The Related Service may be included in a visit nurse’s day.

4. Nurses who have agreed to work and are scheduled for a Related Service will be expected to work unless they provide the Employer with forty-eight (48) hours advance notice of their inability to meet their commitment.

5. “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

Dated this _________ Day of ______________________ 2015
Carefor Health and Community Services  Ontario Federation of Health Care Workers

___________________________________________________________  ________________________________
LETTER OF UNDERSTANDING

Between

CAREFOR HEALTH AND COMMUNITY SERVICES

And

ONTARIO FEDERATION OF HEALTH CARE WORKERS

Re: SUBCONTRACTING FOR FLU CLINICS

1.1 In the event that the Employer is unable to meet the service requirements for a flu clinic, the Employer may subcontract the administration of flu vaccine in a flu clinic to an approved subcontracted agency.

1.2 In the fall, a message will be left to all Nurses asking them to declare their availability to provide service in flu clinics to the Flu Program Coordinator. The Flu Program Coordinator or the flu clerical coordinator will contact the nurses who have declared availability when the flu clinics are scheduled. If there is insufficient interest or if we are unable to meet specific service requirements such as language or time of day, then the flu clinic will be subcontracted to an approved subcontracted agency.

1.3 If a flu clinic is subcontracted to another agency when a nurse is available to work, then that nurse must prove that s/he was available for the clinic. If it is determined that a nurse was available to work and the work was contracted out, then the nurse will be entitled to be paid for the length of the clinic that s/he was entitled to work.

DATED THIS ________________ DAY OF ________________, 2015

Carefor Health and Community Services

___________________________

Ontario Federation for Health Care Workers

___________________________
LETTER OF UNDERSTANDING
-Between-
CAREFOR HEALTH AND COMMUNITY SERVICES
(hereinafter “The Employer”)
-And-
THE ONTARIO FEDERATION OF HEALTH CARE WORKERS
(hereinafter “The Union”)

Re: Employees residing outside the City of Ottawa Urban boundary on the day of ratification

The parties agree to the following on a without prejudice and precedent basis:
Effective the day of ratification the nurses listed below who currently reside outside the City of Ottawa Urban boundary (not KOA) will continue to be paid kilometers in excess of 25 kms when driving from their home to a client or the office or when leaving the office or last client to their home.

The employees covered by the agreement residing at their current address or new address within the same town are:
Donna Bishop – 8125 Victoria St. Box 107, Metcalfe, ON K0A 2P0

Kathy Dimillo – 42 Chemin de la Paix, Chelsea, QC J9B 1A7

Chendal Burgess – 119 Smart Street, Almonte, ON K0A 1A0

Tina Cuerrier – 103 MacDonald Street, Arnprior, ON K7S 2W7

Katrina Casselman – Apt. 3-56 Rue de Cap-Aux Meules, Gatineau, QC J8P 8C9

Marie Alouidor – 1053 Cote Street, Rockland, ON K4K 1J6

Bobbi Anderson – 95 Shanmarie Lane, Woodlawn, ON K0A 3M0

Nurses who reside outside the Province of Ontario may claim kilometers from the City of Ottawa boundary when kilometers exceed 25 kms when travelling to and from a client or the office.

Nurses who work in Related Services and work primarily in one location for the majority of the day will not be entitled to claim mileage to and from work. If the nurse is required to visit clients in the community he/she will be paid kilometers between clients and/or the office.

DATED THIS DAY OF 2015

Carefor Health and Community Services  Ontario Federation for Health Care Workers
LETTER OF UNDERSTANDING
Between
Carefor Health & Community Services
And
Ontario Federation of Health Care Workers
Re: Cancellation of shifts in the Shift Nursing Program

The majority of the shift nursing hours in the Shift Nursing Program are funded through the Champlain Community Care Access Center. CCAC stipulates in their contract the notice period and payment that a Service Provider will receive for a cancelled shift. The 2014 Consolidated Services Contract stipulates:
If the Service Provider receives less than three (3) hours prior oral notice of a Cancelled Shift scheduled for three or more hours
or
If the Service Provider experiences a Not Seen, Not Found Shift that was scheduled for three (3) or more hours
The CCAC will pay the Service Provider an amount equal to:
50 percent X the scheduled hours of the shift to a maximum of 8 scheduled hours.
Management agrees to pay the Shift Nurse for the hours that the CCAC pays the Service Provider.

DATED THIS           DAY OF 2015
Carefor Health and Community Services                           Ontario Federation for Health Care Workers
_________________________                                      ___________________________
_________________________                                      ___________________________
_________________________                                      ___________________________