COLLECTIVE AGREEMENT

BETWEEN:

THE ONTARIO FEDERATION OF HEALTH CARE WORKERS
O.F.H.C.W. LIUNA Local 1110
(The "Union")

- and -

VICTORIAN ORDER OF NURSES FOR CANADA- ONTARIO BRNCNCH
NIAGARA SITE
(The "Employer")

EXPIRES MARCH 31, 2016
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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer, the Union and the Registered Practical Nurse (nurse) concerned, to provide for the prompt settlement of disputes and to establish and maintain mutually acceptable working conditions. It is recognized that the RPN’s wish to work cooperatively with the Employer to provide the best possible community health services.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Ontario Federation of Health Care Workers as the exclusive bargaining agent for all Registered and Graduate Practical Nurses employed in a nursing capacity by the Victorian Order of Nurses for Canada - Ontario Branch, Niagara Site, save and except supervisors, persons above the rank of supervisor, office and clerical staff.

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 the Agreement:

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

(b) A part-time nurse is a nurse regularly scheduled to work less than the normal full-time hours in this Collective Agreement in accordance with the commitment set out in Article 15.05 (a).

(c) A casual nurse is one for whom there is no predetermined schedule and who has the right to accept or refuse offered hours of work, subject to Article 15.05 (b).

(e) The terms Registered Practical Nurse, “RPN” and employee when used throughout this Agreement shall mean persons employed by the Employer and covered by this Agreement.
who are:

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

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

ARTICLE 5 - NO DISCRIMINATION

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

5.02 The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during 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, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap as defined in the Human Rights Code.

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

a) Inappropriate touching, including touching which is expressed to be unwanted.

b) Suggestive remarks or other verbal abuse with a sexual connotation.

c) Compromising invitation.

d) Repeated or persistent leering at a person’s body.

e) Demands for sexual favors.

f) Sexual assault.

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

Violence and Harassment in the Workplace

The parties agree that violence shall be defined as any incident in which any employee is abused, threatened or assaulted while performing work. The parties agree it includes the application of force, threats with or without weapons and verbal abuse.
The parties agree that they are both committed to a harassment-free environment, addressing discrimination and harassment issues in a timely and effective manner, and meeting their obligation in respect to accommodation/modified work.

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

The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to the Employer (Nursing Program Manager or District Executive Director) or to the Union (a Union Steward or Business Agent). The Employer will make every reasonable effort to rectify the situation. If any incident is reported to the Employer only, the Employer agrees to notify the Union of any incident within 3 business days.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

6.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no 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 regular monthly Union dues designated by the Union.

7.02 In the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time or casual Employee in a month in which the nurse does not work.

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

7.05 The amounts deducted under this Article shall be remitted monthly to the Union’s Office by the 15th of the following month. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, including their social insurance numbers, addresses, phone numbers 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, recalls and nurses on WSIB.
7.06 The Employer agrees that an officer of the Union or a Union Steward shall be allowed a reasonable period of time during the probationary period, 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 and a copy of the Collective Agreement will be provided to the Employee. Orientation session shall be scheduled in advance by the Employer and may be arranged collectively or individually. Union Stewards will be given at least 48 hours notice of the orientation.

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

ARTICLE 8 - UNION REPRESENTATION

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

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

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

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

8.02 The Employer will recognize a Negotiating Committee composed of two (2) employees for the purpose of meeting with the Employer to negotiate renewal Agreements.

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 9 of this Collective Agreement. It is understood that the Employer shall not be required to pay for more than one (1) employee to attend any grievance meeting, in addition to the griever.

8.04 (a) The parties agree to comply with the Occupational Health and Safety Act and any other Federal, Provincial or Municipal health and safety legislation and regulations.

(b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupation Health and Safety Committee, one (1) representative selected or appointed by the Union from the bargaining unit.(c)Such Committee shall identify potential dangers and hazards, institute means of improving Health and Safety
programs and recommend actions to be taken to improve conditions relating to Occupations Health and Safety.

(c) Meetings shall be held every (3rd) month or more frequently if mutually agreed. The Committee shall maintain minutes of all meetings and make same available for review.

8.05 The Employer will pay members of the above-mentioned committees at their respective rates of pay for the time spent with the Employer.

a) In the case of the negotiating committee, this will include meetings up to but not including conciliation.

b) The Employer will not be required to pay nurse representative on the grievance committee or the griever 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.

8.07 All reference to Union Stewards, Committee members and Officers in this Collective Agreement shall be deemed to mean Union Stewards or Officers of the Local Union employed by the Employer unless otherwise indicated.

ARTICLE 9 - ORIENTATION AND EDUCATION PROGRAM

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

(b) Each employee will receive an orientation designed to meet her needs and to clarify her particular duties and performance expectation, thus ensuring a satisfactory introduction into the organization.

(c) All nursing personnel, whether full or part-time are required to participate in an extensive two week orientation program on a full-time basis, exceptions to the full-time basis may be made at the discretion of the Executive Director. A comprehensive orientation package of materials, Site protocols and an outline of the orientation content is provided to each new employee. Employees are jointly responsible with supervisory staff in seeing that the content of the Orientation Guideline is covered within the first year of employment.

(d) Before commencing any activity on behalf of VON, an employee will be advised of the VON policy on confidentiality of client information and sign an Acknowledgment of Confidentiality Client Information policy form to reinforce the seriousness and necessity of protecting client information.

A breach in observing confidentiality of client information may result in disciplinary action and/or termination.
It is a policy of VON Canada to support and encourage activity on the part of members of the staff which is designed to maintain and improve their knowledge and skills. Education or development will be supported by VON where, and to the extent which, the benefits to VON are apparent and budgeted standards are available.

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

9.03 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in educational programs. The Union supports the 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 nurses with opportunities to attend such programs during their regularly scheduled working hours.

9.04 Where courses are required as a condition of employment, the Employer shall cover the cost of such courses.

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

9.06 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed of their responsibilities in relation to these students.

9.07 The Employer agrees to discuss the effect of technological change on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

10.01 The Employer and the Union agree that it is important to adjust complaints and grievances as quickly as possible. It is understood that a nurse has no grievance until she has first discussed her complaint with her Nurse Manager and the matter has not been resolved.

In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays shall not be counted.

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

(b) The Parties agree that use of the electronic version of the Ontario Federation of Health
Care Workers Local 1110 grievance form is acceptable and valid. Electronic grievances may be sent via email, to the applicable manager or the identified designate. The electronic signature of the Union Representative or Steward will be accepted as the original signature.

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

Step #1

The employee may submit a grievance in writing to her Nurse Manager or designate. The Nurse Manager shall give her decision within five (5) days of receipt of the grievance, unless an extension of the time limits has been requested.

Step #2

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

10.04 Group Grievance

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing signed by each nurse who is grieving to management within fourteen (14) calendar days after the circumstances giving rise to the grievance having occurred or ought to come to the attention of the nurse(s). The grievance shall then be treated as being initiated in Step No.2 and the applicable provisions of the Article shall then apply with respect to the processing of such grievance.

10.05 A claim by an employee that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step #2 within five (5) days after the date the discharge or suspension is imposed.

A claim by an employee 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 10.02 and 10.03.

10.06 Policy Grievance

A grievance arising between the Employer and the Union concerning the interpretation, application, administration or alleged violation of this Collective Agreement may be submitted in writing at Step No.2 within ten (10) days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this article may not be used with respect to a grievance directly affecting a nurse or nurses which such nurse(s) could have herself initiated and the regular grievance procedure shall not be thereby bypassed.
10.07 (a) At any meeting in which discipline is to be imposed, an employee is entitled to be represented by a Union Steward or another available bargaining unit member of the employee's choice. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance. The onus will be on the nurse to notify the Union Steward or other available bargaining unit member.

(b) The Employer will advise a Union Representative before discharging a bargaining unit member.

10.08 Arbitration

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

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

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

10.09 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 this 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 nurse(s).

ARTICLE 11 - SENIORITY

11.01 Seniority for full-time nurses shall be defined as length of continuous service with the Employer since date of last hire. Seniority for part-time and casual nurses shall be based on hours worked accumulated since date of last hire. It is recognized that seventeen twenty-five (1725) hours worked equals one (1) year of full-time service.

11.02 A newly hired employee shall be considered to be on probation for a period of four (4) months or 450 hours, whichever is greater from the date of hire. A probationary employee may be discharged at the sole discretion of the Employer for any reason in good faith and not contrary to the law.

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

b) 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 VON nursing programs.

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

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

i) on an approved leave of absence with pay;

ii) on an approved leave of absence without pay for a period of 30 continuous calendar days or less;
iii) in receipt of paid sick leave;
iv) in receipt of W.S.I.B. for any injury sustained while in the course of her employment with the Victorian Order of Nurses;
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 30 continuous calendar days or more;
ii) on unpaid sick leave;
iii) for a period of one (1) year after lay-off;
iv) in receipt of W.S.I.B. under circumstances other than those mentioned in 11.05(a)(iv).

c) A nurse shall lose all service and seniority and shall be deemed to be terminated if she:
i) resigns or retires;
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) is laid off for a period of twenty four (24) months;

vii) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to 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 in receipt of
W.S.I.B. or on LTD in excess of twenty-four (24) months.

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 VON, may be rehired into the bargaining unit after the Employer has complied with the job posting and recall provisions. In such an event, the returning RPN shall be credited with her seniority which she held immediately prior to transferring out of the bargaining unit for purposes of job opportunity, lay-off and other non-monetary benefits and provisions. She shall retain her last date of hire with the Employer for the calculation of salary and any monetary benefits.

It is understood that the position outside of the bargaining unit will not exceed one (1) year.

11.07 Rehire

A nurse who is rehired by the Niagara Site within three (3) months of resignation will be reinstated with service accumulated at the time of her resignation for the purpose of salary and vacation entitlement.

ARTICLE 12 - JOB POSTING

12.01 a) Where a permanent vacancy (including a new position) occurs in the bargaining unit, the Employer will post a notice of such vacancy for seven (7) calendar days. Nurses shall submit written or electronic applications for the vacancy within the period indicated on the notice. Where such technology exists, all job postings will be put on universal voice mail.

b) Employees shall be selected for posted positions on the basis of their skill, ability, availability, experience, qualifications, training and education established by the Employer. Where these factors are relatively equal, the most senior applicant shall be given preference. Notification to the successful applicant, including the starting date in the new position, will occur within fourteen (14) days of the closing date of the posting.

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

12.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary full-time vacancies provided they are qualified to perform the work in questions, in accordance with 12.01(b). The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy unless the time period is extended by mutual agreement.

Temporary full-time vacancies will be posted when the position is expected to exceed three (3) months in duration. The posting will be filled in accordance with article 12.01(a).
ARTICLE 13 - LAY-OFF AND RECALL

13.01  

a) A layoff shall be defined as a reduction of the number of employees in the bargaining unit. It is understood that reductions in normal hours of work due to fluctuations in business volumes shall not be considered to be a lay off.  

b) 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.  

c) 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.  

d) If a full-time nurse is laid off, she shall have the option (skills, qualifications and seniority permitting) of transferring to part-time or casual status.  

e) In the event of a proposed lay-off of a permanent or long term nature of full-time nurses, greater than thirty-five (35) weeks, the Employer will provide the Union with 30 days notice.  

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 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) Cancellation shall not be deemed a lay-off.  

h) No nurses will be hired into the bargaining unit when there is a nurse with recall rights, who is qualified to perform the available work, accepts the recall and on the basis of skills, ability, experience, qualifications, training, and education, as established by the employer.  

13.02 RESERVED SENIORITY  

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

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Written requests for personal leaves of absence without pay for educational or personal reasons
will be considered on an individual basis by the Executive Director or her designate. 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 as soon as possible. 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 year’s continuous service has been completed.

14.02 Union Leave/Executive Board

a) 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) Not more than two (2) nurses at any one time will be allowed such leave.

iii) Such leave shall not exceed more than twenty-five (25) cumulative days per fiscal year.

iv) Where such leave has been granted under subsection (i), the Employer shall maintain the nurse’s salary and benefits. The local Union agrees to reimburse the Employer in the amount of the daily rate of the nurse plus an amount for any applicable subsidized benefits. The Employer will bill the local Union within a reasonable period of time.

(b) 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 fourteen (14) calendar 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.

14.03 Bereavement Leave

A nurse shall be granted up to five (5) days leave with pay in the event of the death of a spouse to include same sex partner or a child or step child. In the event of the death of a parent, sibling, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, fiancé, step family member, or former legal guardian the employee shall be granted up to three (3) days leave with pay. The Nurse shall receive pay at his/her regular rate for each scheduled day of work missed, up to the maximums specified herein, during the period which extends from the date of death up to and including the day following interment or three (3) calendar days following the death, whichever is greater.
In the event of a delayed internment a Nurse may save one of the bereavement leave days referred to above to attend the internment at a later date.

Additional compassionate leave of up to two (2) days may be granted where extensive travel is required or in exceptional circumstances.

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

14.04 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) Employees not selected upon being given notice for jury duty shall contact the employer and, at the discretion of the employer report for duty if required. This applies only to those individuals previously scheduled to work.

14.05 Parental/Family Leave

Pregnancy and parental leave will be granted in accordance with the provisions of the Employment Standards Act as amended from time to time.

The Employer agrees to provide Family Emergency Leave in accordance with the provisions of the Ontario Employment Standards Act as amended from time to time.

ARTICLE 15 - HOURS OF WORK AND SCHEDULING

The following provisions are intended to designate normal hours of work on a daily shift and normal hours of work over the employee schedule and shall not be construed to be a guarantee of work to be performed on each shift or during each work schedule. The hours of work and scheduling of nurses working in the shift nursing program will be governed by Appendix “A” - Shift Nursing - of the agreement.

A shift shall be defined as seven and one-half (7.5) hours within a twenty-four (24) hour period.
15.01  a) The regular daily hours of work for all full-time nurses shall be seven and one half (7.5) hours per day, exclusive of a one half (1/2) hour unpaid meal period.

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

c) The starting time for a day shift will not be scheduled before 0700 hours unless mutually agreed between the Employer and the Nurse.

15.02  Nurses shall be entitled to paid rest periods on the basis of fifteen (15) minutes during each half shift. Nurses shall not take extra time or claim overtime without prior authorization as a result of missing any rest periods.

15.03  a) Nurses will be scheduled to work weekends on a rotational basis. Nurses may be scheduled to work up to one (1) weekend in three (3). Subject to operational requirements of the Site, the Employer will make a reasonable effort to limit the number of full-time nurses scheduled per weekend to one (1) per team. It is understood that such a commitment is not to be construed as a guarantee. If there are any disagreements by the parties involved, resolution will be sought through the Union-Management Committee.

b) Nurses will not be scheduled to work split shifts in the visiting nursing program unless mutually agreed between the Employer and the nurse.

15.04  a) In order to accommodate the Christmas/New Year’s scheduling, normal scheduling provisions shall not operate during the period of December 20th to January 15th.

b) A nurse shall not be scheduled to work both Christmas and New Year’s. New Year’s shall be inclusive of the evening and night shift December 31st.

c) Subject to operational requirements and adequate staffing, a nurse may at her request take three (3) consecutive days over Christmas or New Year’s, in alternating years.

15.05  (a) Part-Time Nurses

(i) All part-time nurses shall be available to work a minimum of three (3) tours to a total of 24 hours per week. Additional tours shall be offered to part-time nurses in accordance with their seniority, subject to their requisite skills, and availability. Such work shall include covering for absent full-time and part-time nurses.

(ii) For part-time vacancies exceeding six (6) weeks the Employer will post the position in accordance with Article 12.02, using Site-wide seniority. If the Employer cannot fill the shift with part-time nurses the work shall be offered to a casual nurse provided that the nurse has the requisite skills.

(iii) The daily hours of work for part-time nurses may vary from day to day based on operational demands.
(iv) Part-time nurses shall work weekends in accordance with 15.03. Notwithstanding this, a part-time nurse may be hired to do weekend work only. This may include a paid holiday attached to a weekend.

(b) Casual Nurses

(i) A casual Nurse shall submit her availability for any tours for which she is available to work. Such availability shall be submitted four (4) weeks prior to the posting of the schedule. A nurse who wishes to change her availability must provide the Employer with forty-eight (48) hours notice of such change.

(ii) Casual nurses must be available and willing to work a minimum of fifteen (15) hours per week. Over the course of the monthly schedule this availability must include all shifts, including nights, evenings and weekends. The assignment of work for casual nurses will be done on an equitable basis by seniority, subject to their requisite skills and availability.

(iii) Casual employees who have been offered and accepted shifts based on their availability cannot cancel such shifts and the process for exchanging a scheduled shift with another nurse is to be followed.

(iv) Casual nurses are expected to maintain competence to work as a VON nurse. A casual Nurse who has not provided availability or has refused offers of work for a period of in excess of two (2) months, without an explanation acceptable to the Employer, shall be notified by registered letter that if availability is not submitted for the next schedule she shall be deemed to have resigned and will be removed from the casual employee list.

15.06 Nurses scheduled to work in the Foot Care program shall be paid at straight time hourly rates for time spent depositing clinic fees at the branch office and replacing equipment, to a maximum of one (1) hour per week. Any extra mileage incurred as a result of such trips to the office will be compensated as per Article 20.

15.07 Volume Fluctuations

(a) The Employer will make a reasonable effort to schedule senior nurses for full shifts. If a senior Nurse is assigned to work less than a full shift, she shall, subject to reasonable considerations of specific client needs, travel and mandatory continuity standards, be assigned visits from the work list of the least senior Nurse scheduled to work that day.

(b) If it is not possible to assign a senior Nurse to work a full shift, the nurse will be paid for all hours worked and may utilize compensatory time or vacation credits to provide a full day's pay or elect to take the time off without pay.

(c) Full-time Nurses who require additional hours within a pay period to reach a total of seventy-five (75) hours will be offered any available additional hours, including new
referrals, weekend work and sick leave coverage, based on seniority prior to offering such work to part-time and casual Employees subject to reasonable considerations of specific client needs and providing the granting of such work does not impact on mandatory continuity standards.

ARTICLE 16 - PREMIUM PAY

16.01 Overtime:
(a) All time worked in excess of a seventy-five hour (75) hour fortnight shall be considered overtime. Nurses must obtain their Nurse Manager’s approval prior to working in excess of seventy-five (75) hours in the two (2) week period.

(b) Approved hours of work in excess of seventy-five (75) hours in a two (2) week period shall be subject to premium pay. Where a nurse works overtime as set out above, the nurse shall be paid one and one half (1 ½) times her regular straight time hourly rate for the overtime worked. Time up to and including fifteen (15) minutes shall not be counted as overtime.

(c) Notwithstanding the above, given the ability to flex start and finish times and length of work day according to client/caseload needs, nurses may choose to work longer than seven and one half (7 ½) hours. Such choice shall not be considered overtime.

(d) Subject to caseload and client needs, flex time shall be taken at the discretion of the nurse. Reasonable notice will be given to VON.

16.02 (a) Reporting Pay:
When a nurse reports to work as scheduled, but there is insufficient work, the nurse shall receive four (4) hours pay at her straight time hourly rate of pay.

(b) Cancellation Pay:
If a nurse’s scheduled shift is canceled with less than twelve (12) hours notice prior to the starting time of her scheduled shift, she shall receive four (4) hours pay at her regular straight time hourly rate. The cancellation notice will be given personally to the employee where possible, but where the employee cannot be contacted, the notice will be placed on voice mail where technology and capacity permits.

(c) Restricted Availability:
Where a nurse is not able to work beyond two (2) hours, she will not qualify for the payment of three hours as defined in Articles 16.02 (a) and (b).

16.03 (a) Shift Premium
A nurse shall be paid a shift premium of ninety cents ($0.90) per hour for all hours worked
between 1630 and 0700 hours. The shift premium is not payable for hours for which the nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of the Collective Agreement.

(b) **Weekend Premium**

A nurse shall be paid a weekend premium of ninety cents ($0.90) per hour for all hours worked between 24:00 hours Friday and 24:00 hours Sunday. The weekend premium is not payable for hours for which the nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of the Collective Agreement.

**ARTICLE 17 - DESIGNATED HOLIDAYS**

17.01 Statutory Holidays are as follows:

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

In addition to the abovementioned holidays, full-time employees shall be entitled to one (1) additional “floating” holiday.

Floating holidays earned but not taken in the fiscal year will be lost.

17.02 a) A nurse who is required to work on any designated holiday listed above shall be paid at time and one-half (1½) her regular straight time hourly rate of pay for all time worked on such holiday.

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

i) She works her scheduled work day on each of the scheduled working days immediately receding and following the actual holiday.

Lieu days will be taken at such times as are mutually agreed between the nurse and her Nurse Manager.

c) Part-time and casual nurses who are not scheduled and do not work on a designated holiday shall be entitled to holiday pay in accordance to the Employment Standards Act.

17.03 If a holiday listed above falls within the period a nurse is absent from duty on paid sick leave or on vacation, such holiday shall not be charged against the sick leave credits or the vacation time of the nurse.
ARTICLE 18 - VACATION

18.01 The vacation year shall be the fiscal year.

18.02 Full-time nurses shall receive vacation entitlement as follows:

(a) During the first year of full-time continuous service - 2 weeks (or 10 days) vacation per year.

(b) Completion of one or more years of full-time continuous service - 3 weeks (or 15 days) vacation per year.

(c) Completion of five or more years of full-time continuous service - 4 weeks (or 20 days) vacation per year.

(d) Completion of fifteen years or more of full-time continuous service - 5 weeks (or 25 days) vacation per year.

(e) Completion of twenty five years or more of full-time continuous service - 6 weeks (or 30 days) vacation per year.

Permanent part-time employees accrue vacation credits on a pro rate basis.

18.03 Part-time and casual nurses shall be entitled to pay in lieu of vacation at a rate of 6% of their wages. Part-time and casual nurses that have accumulated 8,625 hours (5yrs) of service shall be entitled to pay in lieu of vacation at a rate of 8% of their wages. Part-time and casual nurses that have accumulated 25,875 hours (15 YRS) of service shall be entitled to pay in lieu of vacation at a rate of 10% of their wages. Part-time and casual nurses that have accumulated 43,125 hours (25yrs) of service shall be entitled to pay in lieu of vacation at a rate of 12% of their wages.

18.04 For the purpose of vacation entitlement, service for those nurses whose status changes from part-time to full-time or vice-versa, shall mean the combined service as a part-time and full-time nurse accumulated on a continuous basis. For the purpose of this Article, 1,725 hours worked shall equal one (1) year of full-time 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 this 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 provided in the Employment Standards Act.

18.07 There shall be two (2) vacation scheduling periods for all employees; May to October and November to April. Vacation requests in the May to October period shall be submitted in writing to the Nurse Manager by March 1st and the schedule will be posted by April 1st. Requests for
vacation in the November to April period shall be submitted in writing to the Nurse Manager by September 10th and the schedule will be posted October 10th. In the case of conflicting requests for vacation, seniority will govern. An employee may be limited to a maximum of two (2) consecutive weeks vacation in July or August.

18.08 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.

the portion of the employee’s vacation which is deemed to be bereavement leave under this provision will not be counted against the employee’s vacation credits.

18.09 where an employee’s scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

ARTICLE 19 - EMPLOYEE FILES

19.01 Any letter of reprimand, suspension or other sanction will be removed form the record of a nurse twelve (12) months following the receipt of such letter, suspension or other sanction provided that such nurse’s record has been discipline free for the immediately preceding twelve (12) months during which she has worked.

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

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

ARTICLE 20 - CAR/MILEAGE ALLOWANCE

20.01 Mileage Allowance

Nurses who are authorized to use a personal automobile on Employer business shall be entitled to a travel allowance of forty cents ($0.40) per kilometre. It is understood that such travel allowance applies only to travel between clients and will not be paid for travel from the employee’s home to the employee’s first client of the day and from the last client of the day to the employee’s home. If a nurse’s first visit is more than twenty five (25) kilometres from the nurse’s home, payment for mileage will commence and terminate at that twenty five kilometre point. For employees living outside of the Niagara Region, the counting of the twenty five (25) kilometres referred to above begins at the Regional boundary.
ARTICLE 21 - BENEFIT PLANS

21.01 The Employer agrees to continue the pension plan and to continue all benefit plans currently provided to the employees. The Employer may substitute another carrier for any of the foregoing plans or amend the plan design as necessary from time to time provided the benefits contained therein remain relatively comparable to the current benefits. The Employer will advise the Union of any change in the plans or the carrier or underwriter at least sixty (60) days prior to implementing a change and will meet with the Union to discuss and agree to the proposed changes.

The benefit plan will be made available to all full-time employees and permanent part-time employees on a pro-rated basis.

21.02 Part-time and casual nurses will receive six and one half (6.5%) percent of their straight time hourly rate of all hours worked in lieu of pension, health benefits and sick leave. The percentage in lieu shall be paid on each pay period. The percentage in lieu will be reduced by two and one half percent (2.5%) for employees who are enrolled in the Pension Plan and by two percent (2%) for employees who are enrolled in the health benefit plans.

21.03 Employees that are participating in the VON Benefit Plan and attain the age of 65 are no longer eligible to receive benefits or contribute to the VON Pension Plan and as a result will receive 4.5% in lieu of health benefits and pension. If at any time during the life of this agreement, the Province of Ontario enacts applicable legislation or regulations that convey a greater benefit to employees over the age of 65 the employer will provide that benefit.

21.04 (a) The employer will 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.

ARTICLE 22 - SICK LEAVE

22.01 Sick leave credits are accrued at the rate of 1.5 days per month (18 days per year) up to a maximum of 120 days. Accrued sick leave credits are a form of insurance and as such there will be no cash payment for unused credits. Sick leave credits for employees who work half-time or more are accrued on a pro-rata basis. Sick leave credits are to be used for employee’s illness.

22.02 Transfer from Full-time to Half-time or More to Less than Half-time or Casual: The sick leave credits accumulated by an employee who transfers from full-time or half-time or more, the credits shall be re-activated and may be used for future personal illnesses.

22.03 If an employee is hospitalized due to an accident or illness during her scheduled vacation, she may use her sick leave credits to cover the hospitalization and post hospitalization periods and displaced vacation shall be rescheduled.
22.04 An employee 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 certificate is required, the Employer shall pay any fee for such certificate which is not payable by the nurse’s health insurance.

22.05 Employees will receive an annual statement of sick leave credits.

22.06 During the first year of employment, employees may receive benefits for up to five (5) days in advance of earning entitlement. In all cases where sick leave benefits have been paid in advance, of earnings, these will be recovered on termination of employment.

22.07 Notification of illness will be made to the Manager on Call in person. For periods of more than one (1) day, the nurse must notify her Nurse Manager directly.

22.08 A nurse may use available sick credits to care for dependants who are ill to a maximum of three (3) credits per year.

A dependant is defined as a spouse, child, step-child or parent residing in the nurse’s home. This excludes a child who is older than twenty-one (21) years. A handicapped child residing in the nurse’s home will be considered a dependant.

22.09 Where medical or dental appointments of one day or more cannot be scheduled on the nurses’s regular days off, such time may be considered as sick leave, up to a maximum of two (2) days per year, provided that:

i) Written submission of such request is provided in writing to the nurse’s immediate supervisor or her designate at least one (1) week in advance unless in an emergency;

ii) Time paid will only be to the extent that sick credits are available to the nurse in accordance with Article 22. Such leave shall not be unreasonably withheld.

ARTICLE 23 - WAGES

23.01 Previous Experience Credit

For the purposes of placement on the wage grid of either a newly hired full-time or part-time 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 visiting nursing experience and recent related experience in licensed nursing homes, homes for the aged and hospitals provided the nurse has medication and asepsis certificates at the time of application for employment. The nurse shall co-operate with the Employer by providing verification of such previous experience in writing from previous 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 where such experience is acceptable, shall place the nurse at an appropriate level on the wage grid to be effective upon completion of the probationary period.
Such placement shall be on the basis of one (1) increment for each year of community nursing experience and one (1) increment for each two (2) years of other nursing experience as described above in this paragraph.

23.02 Each full-time nurse shall be advanced from her present level to the next level set out in the wage grid on her anniversary date of employment. If a nurse’s absence without any pay exceeds thirty (30) consecutive calendar days, her advancement date will be extended by the length of such absence in excess of thirty (30) consecutive calendar days.

23.03 A part-time and casual nurse shall advance from her present level to the next level set out on the wage grid on the first month following completion of 1725 hours of continuous service.

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

23.05 Wage Grid:

Effective date of ratification by the Union (DOR) the wage grid will receive a 0.75% increase.

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Lump Sum Payment

Within six (6) weeks of the date of ratification by the union, all employees on staff on the date of ratification will receive, as a limited reactivity payment, the following payments, less statutory deductions.

- Full Time $500.00
- Part Time $350.00
- Casual $250.00

ARTICLE 24 - MISCELLANEOUS

24.01 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 where the context so requires.
24.02 **Bulletin Board**

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

24.03 **Certificate of Registration**

i) Nurses are required to maintain their current Certificate of Registration. Failure to do so shall result in suspension from duty.

ii) Employees who drive vehicles not owned by VON, for VON business must provide proof of business insurance and suitable public liability coverage.

iii) VON employees are required to submit proof of valid driver’s license and insurance upon being hired and annually thereafter.

They are also required to update their records should any suspension or serious charges occur within the current year.

24.04 Employees shall be paid bi-weekly and shall receive an itemized statement of deductions, premiums and changes of increment. Should the Employer be unable to provide an electronic copy, the statement will be provided by hard copy. Employees leaving the employ of VON shall be paid all outstanding amounts on the next regularly scheduled pay date.

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

24.06 The employer shall determine and supply the necessary equipment and supplies required to enable the nurse to perform his/her duties.

If the nurse loses any equipment provided by the VON, the nurse will be responsible to replace the equipment at its equal value or reimburse the VON for the cost.

24.07 A spouse shall mean a person of either sex.

24.08 The Employer will supply and bear the cost of one (1) name tag per fiscal year to each nurse.

**ARTICLE 25 - SKILL UTILIZATION**

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

(b) The Employer shall endeavor 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 endeavor not to contract out any work normally performed by the members of the bargaining unit and shall not do so without prior consultation and discussion with the Union’s Business Manager for the life of this Agreement.

The Employer shall endeavor not to enter into any 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 Agreement and shall not do so without the consultation and discussion with the Union’s Business Manager for the life of this Agreement.

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

25.02 Technological Change

When the Employer introduces new equipment, all staff shall receive training and ongoing education in order to optimize efficiency with the new equipment.

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

25.03 The Employer will cooperate in the provision of access by the Union of the voice mail system for the sole purpose of notification of members regarding Union matters. No nurse will be reprimanded for leaving a message on a nurse’s or team’s voice mail when such message pertains to notification regarding Union related matters. The Union shall abide by the procedures establish for the system.

ARTICLE 26 - TERMINATION & RENEWAL

26.01 The Agreement shall be in effect from April 1, 2014 and shall continue to March 31, 2016 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 in accordance with Article 26.02.

26.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party within thirty (30) days prior to the expiration of this Agreement or to any anniversary of such expiration date.

26.03 If notice of amendment is given by either party, the other party agrees to meet for the purposes of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

DATED THIS ___ DAY OF ___ , 2015
FOR THE EMPLOYER: ____________________________

______________________________

FOR THE UNION: ____________________________

______________________________
APPENDIX A

SHIFT NURSING

Shift nursing is a separate classification. Nurses working in the Shift Nursing program will be covered by the Collective Agreement, except as otherwise modified herein. In the event of a conflict between the terms of the Collective Agreement and this Appendix, the terms of this Appendix will prevail. The following terms and conditions shall apply:

1.0 Nurses working in shift nursing may be employed on a full-time, part-time or casual basis as follows:

   1.1 A Full-time shift nurse is a nurse who is regularly scheduled to work forty (40) hours per week or eighty (80) hours biweekly.

   1.2 A part-time shift nurse is a nurse regularly scheduled to work at least twenty-four (24) hours per week but less than the normal full-time hours in this collective agreement.

   1.3 A casual shift nurse is one who is employed on a relief basis as and when required by the Employer.

2.0 Hours of Work:

   2.1 The hours of work and scheduling provisions set out in this Appendix shall not be construed to be a guarantee of hours of work on each shift or during each work schedule and nurses may be cancelled if there is insufficient work.

   2.2 Hours of work per day will range from three (3) hours to twelve (12) hours. The hours of the shift will be determined by client need. However, whenever possible, full-time and part-time nurses will be scheduled to work either an eight-hour shift or a twelve-hour shift on each day on which they are scheduled to work by the Employer. Extra shifts, beyond the nurse’s regular schedule, which the nurse agrees to work, may vary from three (3) hours to twelve (12) hours.

   2.3 Full-time and part-time nurses working in the shift nursing program will be scheduled by the employer in accordance with their full-time or part-time commitment. Additional hours beyond this commitment will be offered, in accordance with Clause 5.0 herein, based on the nurse’s availability.

   2.4 Full-time and part-time nurses will be provided with their work schedule one (1) month in advance. Casual nurses, and part-time nurses willing to work beyond their regular schedule, must submit their availability dates at least four (4) weeks in advance of the schedule being posted. Casual schedules will be posted two (2) weeks in advance.

   2.5 Nurses in the Shift Nursing Program may be expected to work alternate weekends and to work days, evening and night shifts as necessary. The employer will endeavor to schedule
full-time and part-time nurses to work alternating day, evening or night shifts per week, unless the nurse has requested and is granted a permanent shift.

Notwithstanding the above, shift nurses actively employed as of the July 1, 2008 will continue to be scheduled to work weekends in accordance with Article 15.03 (a) of the Collective Agreement for as long as they are working in the shift nursing program.

3.0 Mileage/Travel:

3.1 No mileage allowance or travel time will be paid when the nurse is scheduled for a single site shift unless the single site is in excess of twenty-five (25) kilometres of the nurse’s home, in which case the nurse shall be paid for mileage, at the rate set out in Article 20.01, commencing and terminating at that twenty-five (25) kilometre point. For employees living outside of the Niagara Region, the counting of the twenty-five (25) kilometres referred to above begins at the Regional boundary.

3.2 Where a nurse is scheduled to work at more than one site she will be paid for a maximum of forty-five (45) minutes travel time between sites and shall be entitled to the mileage allowance set out in Article 20.01 for the travel between sites.

4.0 Nurses hired to work in the Shift Nursing Program or the Visiting Nurse 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 the Visiting Nursing rates as applicable.

5.0 Assignments will be made in order to provide continuity of care of the client. Clients will be assigned a primary nurse for each shift of the day. Assignments will be made based on availability, knowledge, skills, experience, competence, client’s specific needs including language, cultural needs, and when all this is equal, seniority.

6.0 Scheduling:

For a 6 to 8-hour shift, the nurse will be paid for 6 to 8 hours per shift, which includes 30 minutes of paid breaks. For a 12-hour shift, the nurse will be paid for 12 hours per shift, which includes 45 minutes of paid breaks. Nurses shall not take extra time or claim overtime without prior authorization as a result of missing any break periods.

7.0 Premium Pay:

7.1 All time worked in excess of an average of eighty (80) hours in a two-week pay period or in excess of the nurse’s scheduled shift of the day, provided that the scheduled shift is a minimum of eight (8) hours, shall be considered as overtime on the basis of time and one half (1 1/2), subject to the following conditions:

i) the nurse is authorized by her supervisor to work overtime;

ii) the overtime exceeds 15 minutes.
7.2 Shift nurses shall be paid a shift premium and a weekend premium as per Article 16.03.

8.0 Cancellation:

Nurses assigned to Shift Nursing can be canceled up to four (4) hours in advance of assigned hours of work without penalty.

If cancelled within four (4) hours of a scheduled shift, a cancellation fee of half the scheduled shift up to a maximum of four (4) hours at the nurse’s regular straight hourly rate will be paid. To be eligible she must report to her manager and may be required to perform any nursing duties assigned by the employer.

9.0 Report Pay:

A nurse who reports to work as scheduled and no work is available shall receive a minimum of four (4) hours pay or her regular scheduled hours, whichever is less. To be eligible she must report to her manager and may be required to perform any nursing duties assigned by the employer.

10.0 Compensation

10.1 Shift nurses shall be paid at their appropriate level on the seniority Wage Grid set out in Article 23.05 based upon their original placement and their accumulated seniority.

10.2 Shift nurses will receive vacation, pension, benefits and sick leave or the appropriate percentage in lieu in accordance with the body of the Collective Agreement.

DATED THIS 30th DAY OF October, 2015

FOR THE EMPLOYER: ____________________________

FOR THE UNION _______________________________
LETTER OF UNDERSTANDING

between

Victorian Order of Nurses

and

ONTARIO FEDERATION OF HEALTH CARE WORKERS

RE: 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) full-time position. 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.

1. The Employer will determine the suitability and number of job sharing positions.

2. Job sharing requests with regard to full-time positions shall be considered on an individual basis.

3. 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.

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

5. The schedule referred to in paragraph three (3) shall conform to 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.

6. 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 by may be offered the opportunity to do so.

7. Subject to paragraph one (1) above:

a) 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.

b) 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.

8. 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 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.

9. 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 ongoing 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.

This Letter of Understanding does not form part of the Collective Agreement and is effective only for the duration of the current Agreement. Any dispute concerning the interpretation, application, administration or alleged violation of this letter may be dealt with in accordance with the grievance and arbitration procedure of the Collective Agreement.

Dated this 30th day of October, 2015

FOR THE EMPLOYER: [Signature]

FOR THE UNION: [Signature]
will be made on the job posting criteria set out in the Collective Agreement.

8. 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 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.

9. 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 ongoing 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.

This Letter of Understanding does not form part of the Collective Agreement and is effective only for the duration of the current Agreement. Any dispute concerning the interpretation, application, administration or alleged violation of this letter may be dealt with in accordance with the grievance and arbitration procedure of the Collective Agreement.

Dated this 30th day of October, 2015

FOR THE EMPLOYER:  

FOR THE UNION:
LETTER OF UNDERSTANDING

Between

VICTORIAN ORDER OF NURSES
NIAGARA SITE

And

ONTARIO FEDERATION OF HEALTH CARE WORKERS

Re WEEKEND SCHEDULING

Notwithstanding article 15.03 a) of the collective agreement the parties agree that should the Niagara Site acquire a visiting nursing program during the term of this agreement, visiting nurses may be required to work alternate weekends if operationally required. The union will be advised in advance of the establishment of a visiting nursing program at the Site.

Dated this 30th day of October, 2015.

FOR THE EMPLOYER:  FOR THE UNION:

[Signature]

[Signature]
LETTER OF UNDERSTANDING

Between

VICTORIAN ORDER OF NURSES
NIAGARA SITE

And

ONTARIO FEDERATION OF HEALTH CARE WORKERS

Mileage

If during the term of this Collective Agreement the Employer agrees to a mileage allowance with any other unionized group at the Niagara Site, resulting in a mileage rate that is higher than the rate set out in Article 20.01 of the Collective Agreement, the same rate will be provided to the Employees covered by this Collective Agreement effective the same date that such rate is provided to the group(s).

Dated this 30th day of October, 2015.

FOR THE EMPLOYER: FOR THE UNION:

_________________________ ______________________________

_________________________ ______________________________