

COLLECTIVE AGREEMENT

Between:

ABERDEEN HEALTH & COMMUNITY SERVICES

BRANT-NORFOLK-HALDIMAND
(hereinafter referred to as "the Employer")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Association")

Expiry date: March 31, 2013

VONBR01C13

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate Nurses engaged in a nursing capacity by Aberdeen Health and Community Services, Brant-Norfolk-Haldimand in the County of Brant and the Region of Haldimand-Norfolk save and except Supervisors and those persons above the rank of Supervisor.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Association recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it 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 shall not exercise its management rights in an arbitrary or unreasonable way as to be in violation of a specific provision of this Collective Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 A full-time nurse will be scheduled to work seventy-five (75) hours in a two week period. Full-time nurses will be part of the weekend scheduling rotation.
- 4.02 A part-time nurse will provide the Employer with a commitment to work a minimum of two (2) tours and a maximum of four (4) per week from Monday to Friday. A part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise. A part-time nurse will place a vertical line on the schedule to signify the two (2) to four (4) tours she chooses to work; and will place an 'A' on the remaining tours that she chooses to be available, however, assignment of work shall be in accordance with seniority. Part-time nurses will be part of the weekend scheduling rotation.

In addition to Article 14.03 i), during the annual school March Break and from the last day of school in June until Labour Day, part-time nurses will be allowed to schedule themselves to work up to full-time hours.

- 4.03 A casual nurse has no commitment to the employer and the employer has no commitment to the casual nurse. A casual nurse will provide availability for tours of

duty. Where there is a part-time nurse available, then such part-time nurse shall receive additional work before a casual nurse is utilized.

- 4.04 A registered nurse is a nurse who holds a General Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*. A registered nurse is required to present her current certificate to the Executive Director or designate on renewal or by the end of April each year.
- 4.05 A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Aberdeen Health and Community Services, Brant-Norfolk-Haldimand. Such termination shall not be the subject of a grievance or arbitration.
- 4.06 Nurses may be required, as part of their regular duties, to work with nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario Standards. Nurses will be informed in writing of their responsibilities in relation to these nurses. Any information that is provided to the Employer by the College of Nurses with respect to practice expectations or restrictions will be made available to all nurses who will be working with any nurse working with a temporary certificate or registration.
- 4.07 The word "nurses" as when used throughout this Agreement shall mean persons included in the bargaining units.
- 4.08 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used it may also be deemed to mean the plural.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising her rights under the collective agreement or any applicable legislation.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this agreement on the basis of race, creed, colour, national origin, sex,

sexual orientation, marital status, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.

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

“Harassment” means engaging in vexatious comment 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.

- (a) Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another Employee.
- (b) Every person who is an Employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another Employee.

The right to freedom from harassment in the workplace applies also to sexual orientation.

- (c) Every person has a right to be free from:
 - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.
- (d) A Nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 9 of this Agreement.

5.05 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.

Sexual harassment is defined as:

- (a) Inappropriate touching, including touching which is expressed to be unwanted.
- (b) Suggestive remarks or other verbal abuse with a sexual connotation.
- (c) Compromising invitation.

- (d) Repeated or persistent leering at a person's body.
- (e) Demands for sexual favours.
- (f) Sexual assault.

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

- 5.06 The Employer and the Association recognize their joint duty to accommodate handicapped Employees in accordance with the provisions of the Ontario Human Rights Code.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

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

ARTICLE 7 - ASSOCIATION SECURITY

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

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

ARTICLE 8 - REPRESENTATIVES AND COMMITTEES

- 8.01 Nurse Representatives
- The Employer agrees to recognize three (3) Nurse Representatives for the purpose of dealing with grievances and conducting Association interviews.
- 8.02 Grievance Committee
- The Employer agrees to recognize a Grievance Committee of three (3) Association Representatives for the purpose of meeting with the Employer in the grievance procedure.
- 8.03 Association-Management Committee
- There shall be an Association-Management Committee comprised of two (2) Association Representatives and two (2) Employer Representatives. The Committee shall meet every two months unless otherwise mutually agreed. Agenda items to be discussed shall be exchanged in writing at least five calendar days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to Aberdeen Health and Community Services nursing or matters relating to the interpretation or administration of the Agreement. The Committee shall promote and provide for effective and meaningful communication.
- 8.04 Negotiating Committee
- The Employer agrees to recognize a Negotiating Committee of three (3) Association Representatives for the purpose of negotiating renewals of the Collective Agreement.
- 8.05 The Employer agrees to recognize a central negotiating team. Nurses serving on the central team shall receive time off as required to attend negotiating meetings. Time for preparation for negotiations shall be without pay and the Association shall advise the Employer as far as in advance as possible of the dates of these meetings. Such day shall not be counted as Association leave days.
- 8.06 Occupational Health & Safety Committee

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

Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one representative selected or appointed by the Association from the bargaining unit.

Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions relating to occupational health and safety.

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

- 8.07 The Association shall keep the Employer notified in writing of the names of the current nurse representatives, committee members and any other officers of the local Association who are employed by the Employer.
- 8.08 The parties recognize that a nurse representative has the responsibility to perform her regular duties and to represent employees on Association business. If a representative must leave her regular duties for any period of time in order to attend to Association business she will coordinate the time needed to fulfil these duties with her supervisor. Upon completion of her business the representative will inform her supervisor that she has returned.
- 8.09 Representatives of the Association shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement.
- i) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation, except for those nurses involved on a central bargaining team, where the Employer will pay up to and including conciliation;
 - ii) the Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.
 - iii) the Employer shall pay nurses on the Grievance Committee for all time spent in meetings and investigation of grievances.
 - iv) the Employer shall not be required to pay nurses for time spent at arbitration hearings.
- 8.10 The Association Committees shall have the right to have the assistance of representative or consultants from or acting on behalf of the Ontario Nurses' Association. The Employer shall also have such rights.

- 8.11 During the classroom orientation period of newly hired nurses, a nurse representative will be allowed fifteen (15) minutes of time within regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.
- 8.12 It is recognized that the Labour Relations Officer is the signing authority on any and all documents related to bargaining unit matters.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement.
- 9.02 It is the mutual desire of the parties that complaints and differences be dealt with in a quick fashion. A nurse will discuss her complaint with her supervisor within seven (7) calendar days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse. The supervisor shall reply within five (5) calendar days. If the matter is not resolved, it shall be taken up as a grievance.

Step 1

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

- 9.03 The time prior to referral to arbitration may be utilized by the Association and/or the Employer to discuss and/or initiate a dispute resolution mechanism other than a three person Board of Arbitration. The parties may meet with a Grievance Mediator in order to attempt to resolve such grievance. The parties may refer any number of outstanding grievances to the Grievance Mediator for possible resolution. Each party shall pay one-half (½) of the fees and expenses of the Grievance Mediator.
- 9.04 Should the matter not be resolved, it shall be referred to arbitration within ten (10) calendar days of reply. The parties will first consider and thus may agree upon a sole arbitrator to hear the matter. If there is no agreement, then the parties shall notify one another in writing within a further ten (10) calendar days, of the name of their respective nominee. Such nominees shall select a chair within a further ten (10) calendar days. Should the parties or the nominees where applicable not be able to agree on the chair, then the Minister of Labour for the Province of Ontario shall appoint the chair.
- 9.05 The arbitrator shall not be authorized to make a decision inconsistent with the provisions of this agreement, nor to alter, add to, or amend any part of this agreement.

The proceedings will be expedited by the parties. There shall be a meeting at least

forty-five (45) calendar days prior to the scheduled hearing day to once again attempt to resolve the matter. If the matter is still not resolved, then the parties may agree to a Statement of Facts prior to the hearing.

9.06 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance. Once appointed, the Arbitration Board or single Arbitrator shall have all of the powers set out in Section 50 of the Labour Relations Act including the power to mediate/arbitrate the grievance, the power to impose a settlement and to limit evidence and submissions.

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

9.08 Policy Grievance

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

9.09 Group Grievance

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

9.10 Discharge/Suspension Grievance

The Employer agrees that it will only suspend and discharge for just cause. The Employer agrees to provide written reasons within a reasonable time to a nurse who has been discharged. These grievances will be filed at Step 1 within ten (10) calendar days of such occurrence, or ought reasonably to have come to the attention of the nurse.

ARTICLE 10 - SENIORITY

10.01 Job Security:

(a) Seniority for full-time nurses shall be defined as length of service with the Employer since date of last hire. A full-time year is 1950 paid hours.

(b) Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1,500) hours paid will be the new equivalent to equal one (1) year of full-time service.

10.02 The probationary period for full time nurses shall be four hundred fifty (450) hours. The probationary period for part-time nurses shall be four hundred fifty (450) hours worked or six (6) months, whichever comes first.

10.03 A nurse who transfers from full-time to part-time status or to casual status or vice versa and a nurse who transfers from part-time to casual status or vice versa shall

not be required to serve a probationary period where she has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the transfer shall be credited towards the probationary period.

- 10.04 The Employer will keep up to date separate seniority lists for full-time part-time, and casual Nurses and supply copies of the current lists to the Association twice a year, in the months of January and July, and prior to any layoff.

The Employer will also post these lists in a conspicuous place at the time they are forwarded to the Association.

- 10.05 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- (a) On an approved leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of sick leave; including the Employment Insurance portion and Long Term Disability. The Employee would be required to provide proof to the Employer that she is drawing benefits through a Long Term Disability claim.
- (d) When in receipt of Workers' Compensation for an injury sustained while in the employ of the Aberdeen Health and Community Services;
- (e) When on pregnancy/parental/adoption leave in accordance with the Employment Standards Act.

NOTE: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the Employment Standards Act.

- 10.06 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) When on layoff of up to 30 months;

- 10.07 Seniority shall be lost and an employee considered terminated when a nurse is absent from work under the following conditions:

- (a) Retirement;
- (b) Resignation;
- (c) Discharge which is not overturned by the grievance/arbitration procedure;

- (d) Laid off for more than 30 months;
- (e) Fails, upon being notified of a recall, to signify her intention to return within five (5) calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the employee and Employer; and
- (f) Fails to report to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer, or utilizes a leave of absence for purposes other than that for which the leave was granted.

10.08 A nurse's full seniority and service shall be retained by the nurse in the event that she is reclassified from full-time to part-time or vice versa, full time to casual or vice versa or in the event she moves from casual to part-time or vice versa.

10.09 Positions Outside the Bargaining Unit

Any nurse who takes a management position for any reason shall have her seniority frozen at the time of exit to the management position. Upon return, if such return is within three (3) months unless a longer duration is mutually agreed by the Association and the Employer, such seniority will be reinstated and accumulation will again commence.

10.10 Protection of Bargaining Unit Work

The Employer shall not assign work normally performed by members of this bargaining unit to persons outside the bargaining unit, to the point that it directly results in the termination, layoff or reduction in normal hours of any bargaining unit member.

The Employer shall agree not to enter into any agreement with a 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 without prior consultation and discussion with the Union's Labour Relations Officer for the life of this Agreement. 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.

10.11 Layoff and Recall

- (a) Where there is a reduction in the workload resulting in a surplus of part-time Nurses, the Employer shall lay off Nurses in reverse order of seniority within the team and then in reverse order of the bargaining unit provided the Nurses remaining are qualified to perform the available work. Probationary Nurses shall be first laid off, followed by casual Nurses.

- (b) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Association.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of layoff.
- (d) A Nurse on layoff will be given job opportunities (vacancies) before any new Nurses are hired into that category.
- (e) No new Nurse will be hired when there is a Nurse(s) on layoff.
- (f) A reduction of the part-time staffing complement is considered a layoff.
- (g) Temporary layoff will be defined as a layoff of six weeks and not more than thirteen weeks which is required due to a reduction of the workload. When such layoff is required, the staff affected will be given thirty (30) calendar days advance notice. When such layoff is required, the Association will be notified and a meeting will be held between the parties to discuss the reasons for the layoff.
- (h) Permanent layoff will be defined as a layoff that will exceed thirteen (13) weeks due to a reduction in the workload. Notice provided shall be per *Employment Standards Act (ESA)*. The first eight weeks shall be considered working notice. Employer will comply with provisions outlined in 10.12.

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

- (a) provide the Association with no less than ninety (90) working days notice of such layoff and;
- (b) meet with the Association to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Employer will undertake after the layoff;
 - iii) method of implementation including the areas of cutback and the nurses to be laid off; and,
 - iv) any other alternatives.
- (c) In the event of a cutback in service which will result in displacement of staff, the Employer will provide the Association with ninety (90) days' notice. If requested, the Employer will meet with the Association Management Committee to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on Nurses in the bargaining unit.
- (d) Should the notice from CCAC or equivalent provide a notice period of less than ninety (90) days, the parties agree to meet and mutually plan the nurses' transition process.

- (e) When an employee accepts a long-term layoff, she shall be entitled to receive severance pay in accordance with the Employment Standards Act.

Cautionary Note: If the Nurse has the seniority to bump someone and chooses instead to take the layoff, the Nurse may have disqualified herself from Employment Insurance payments according to their rules.

ARTICLE 11 - JOB POSTINGS

- 11.01 In the case of all vacancies and new positions in the bargaining unit, the Employer will post notice of such vacancy in each office for ten (10) calendar days prior to filling the position, in order that any interested nurse may apply. If no qualified nurse applies, then the Employer may hire a new nurse from outside the employ. The name of the successful applicant shall be communicated by general voice-mail to staff and in writing to the Bargaining Unit President, by the Employer.
- 11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.
- 11.03 Vacancies exceeding thirty (30) calendar days but not more than sixty (60) calendar days will not be posted and instead will be offered to all part-time staff based on seniority. Should this temporary vacancy be elsewhere than the nurse's usual area of work, she will return to her usual area of work at the completion of the temporary vacancy provided the area of work still exists.
- 11.04 Vacancies of less than thirty (30) calendar days will be covered by the team where teams exist. In the event that a branch does not have teams, vacancies of less than thirty (30) calendar days will not be posted and instead will be offered to part-time staff on the basis of seniority in the branch.

Vacancies resulting from vacation time do not need to be posted.
- 11.05 In assessing applicants for vacancies or new positions, the following factors shall be considered:
 - (a) skill, ability, experience and qualifications; and
 - (b) seniority.

When factors in (a) are relatively equal, (b) shall govern. The Employer shall not administer this provision in an arbitrary fashion.
- 11.06 A nurse may make written request for transfer to another region or area within the service area(s) of the employer. Requests for transfer will be maintained by the Employer. Any such request shall be considered as an application for any job postings in the requested area.
- 11.07 A copy of all job postings will be provided to the Local Association at the time of

posting.

The job posting provisions take precedence over any recall rights that Employees may have under this Agreement, unless otherwise provided herein.

Where a full-time Employee on layoff is the successful candidate for a vacant part-time position, she or he shall retain recall rights to her or his former position for a period of six (6) months from the date of her or his layoff. This shall also apply to a part-time Employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Leave of absence without pay may be granted at the discretion of the Employer for education or personal reasons. Except in unusual circumstances a leave of absence other than for educational purposes will not be granted until one (1) year's continuous service has been completed.

12.02 All leaves of absence without pay of more than thirty (30) continuous calendar days per Article 10.05 (b) shall be without accumulation of seniority, vacation, sick leave, or any benefits under this agreement. If a nurse wishes to remain in the group health insurance plan during her leave she may do so by prepaying full premiums, which includes both the Employee and Employer portions, to avoid the transfer out and in, subject to the approval of the carrier.

12.03 Leave for Association Business

Leave of absence without pay to attend Association business will be granted. The total of such days shall not exceed fifty (50) days per annum and no more than four (4) nurses shall be absent from duty at any one time. During such leave of absence the nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. The Employer shall respond to requests for Union leave within three business days of the receipt of the request.

12.04 Leave - ONA Provincial Board of Directors or Local Coordinator

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

12.05 Leave - ONA Provincial President

A nurse elected to the office of President of the Ontario Nurses' Association shall receive a leave of absence for up to two years. This term can be extended to a

second term. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the

Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

12.06

Secondment/Special Projects

- (a) A nurse who is seconded to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector shall be granted a leave of absence without pay for a period of up to five (5) years. There shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits may be maintained by the Employer and where such agreement to maintain the nurse's salary is in effect, the Employer shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is seconded. The nurse agrees to notify the Employer of her intention to return to work at least three (3) months prior to the date of such return where possible. Before the secondment is approved, there shall be agreement on the conditions of the nurse's return to work.
- (b) The Employer shall provide leave for a nurse to serve on special projects of the Association. There shall be no loss of seniority or service during such leave. Salary and applicable benefit arrangements will be maintained by the Employer and the Employer shall be reimbursed for the full cost of salary and applicable benefits by the Association.

12.07

Professional and Education Leave

- (a) Nurses may be granted leave(s) of absence with or without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the Nurse's professional development especially as it relates to her responsibilities. Selection shall be made in an equitable basis from Nurses who make application to attend. Such leave is granted at the discretion of the Employer.
- (b) Professional leave without pay will be granted to Nurses who are elected to the College of Nurses of Ontario or the Registered Nurses' Association of Ontario to attend their regularly scheduled meetings.
- (c) Professional leave without pay will be granted to Registered Nurses who are elected to the RNAO to attend regularly scheduled meetings.
- (d) Nurses involved in the organizing, preparing and presenting of in-service programmes at the Branch, and outside the Branch, on behalf of the employer, may be paid for some or all such hours involved, at their regular rate of pay as submitted by the nurse.

- (e) A nurse shall be entitled to leave of absence from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. The employer shall pay 2 hours at the nurse's straight time hourly rate to write the exam. (the exam is now done at home – no need for travel)

12.08

Jury/Witness Duty

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

12.09

Bereavement Leave

- (a) An employee shall be granted five working days bereavement leave with pay upon the death of the employee's spouse, child, step-child, parent, step-parent, legal guardian, grandchild or step-grandchild.
- (b) An employee shall be granted three working days bereavement leave with pay upon the death of the employee's sister, brother, step-sister, step-brother, grandparent, aunt, uncle, niece, nephew, parent-in-law, daughter/son-in-law or spousal grandparent.
- (c) An employee shall be granted two working days bereavement leave with pay upon the death of the employee's sister/brother-in-law.
- (d) Bereavement leave is intended to be taken at the time of death of a family member. However, one day may be banked in the event of a subsequent memorial service or interment.

* clarity note for above Bereavement Leave language:
For any classification of part-time, upon notice to the Employer of a bereavement leave such nurse will be entitled to the applicable bereavement leave (noted above) if scheduled to work in the seven (7) day window following notice to employer.

- (e) For the purpose of bereavement leave, spouse shall include common-law partner and same sex partner relationships.
- (f) Additional leaves of absence without pay may be granted at the discretion of the Executive Director or applicable Department Manager. Any such approved leaves of absences are with respect to extenuating circumstances related to the death of an employee's family member.
- (g) A full-time employee shall be granted ½ day leave with pay to attend the

funeral or memorial service of a fellow employee.

- (h) A primary nurse shall be granted ½ day leave with pay to attend the funeral or memorial service of a long time client.

Compassionate Leave

Compassionate leave without loss of salary up to a maximum of three (3) working days may be allowed at the discretion of the Executive Director or designate for critical illness in the Nurse's immediate family.

12.10

Pregnancy/Parental Leave

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

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- (b) The nurse shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (c) The nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (d) The nurse shall be granted seventeen (17) weeks pregnancy leave and thirty-five (35) weeks of parental leave. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave, or such time as the child comes into her care, but not more than fifty-two (52) weeks after the child is born or comes into care.

An adoptive parent or the father of a child is entitled to a parental leave of thirty-seven (37) weeks, inclusive of the two (2) week E.I. waiting period.

- (e) A nurse shall be permitted to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (f) A nurse shall continue to accumulate seniority service rights and shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.
- (h) A nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/ pregnancy/adoption leave of

absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/adoption.

- (i) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental benefit (SUB) Plan, a Nurse who is on pregnancy leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the Employment Insurance Act, 1997, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty-four (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the Nurse's Employment Insurance cheque stub as proof that she is in receipt of the Employment Insurance Pregnancy Benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying her regular working hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

12.11 Family Medical Leave

- (a) An employee is entitled to family medical leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An employee shall advise the Employer as far in advance as possible with respect to the leave of absence.
- (c) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

12.12 Prepaid Leave

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The nurse must make written application to the Executive Director or her designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of leave.
- (c) Written applications will be reviewed by the Executive Director or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of nurses that may be absent at any one time shall not exceed one (1) staff. The year for purposes of the program shall be September 1 of the year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Employer.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance of benefits for the year of leave and must pay both portions through the branch (i.e. Employer and employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating employees must continue to contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary hold back) during the four (4) years of salary deferral. During the year of leave, the employee's pension will be held in suspense, i.e. no contributions can be made.
- (j) Full-time nurses will not be eligible to participate in the long term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.

- (l) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Executive Director or her designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse worked do as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (o) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (p) Final approval for entry into the pre-paid program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 12.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.

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

ARTICLE 13 - EMPLOYEE FILES

- 13.01 In the event it is deemed necessary by the Employer to file a report of censure the Employer shall, within ten days thereafter, give written particulars of such censure to the nurse involved. Any letter of reprimand, suspension or other sanction including counselling letters will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for the immediately preceding twelve (12) months during which she has worked.
- 13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practise or other employment related matters

with respect to any nurse, such nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a nurse may review her file in the presence of her supervisor or designate with advance notice to the Employer.

ARTICLE 14 - HOURS OF WORK

14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule. All provisions are subject to Article 15 on Caseload Management.

- (a) The normal daily tour shall average seven and one-half (7½) hours [four-hundred fifty (450) minutes or thirty (30) units inclusive of travel time], exclusive of unpaid breaks. It is recommended that a nurse schedule a rest period during her tour of work.
- (b) The normal hours of work shall average 75 hours per two week period.
- (c) Any full-time nurse may choose to flex the start and finish time of the day to accommodate the needs of the caseload, providing the hours do not exceed the normal hours of work in a day.
- (d) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week. The normal hours of work on a daily tour and the normal hours of work over the nursing schedule shall not be construed to be a guarantee of hours of work to be performed on each tour by a part-time nurse.
- (e) A part-time nurse will provide the Employer with a commitment to work a minimum of two (2) tours and a maximum of four (4) tours per week from Monday to Friday. A part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise. A part-time nurse will place a vertical line on the schedule to signify the two (2) or four (4) tours she chooses to work; and will place an 'A' on the remaining tours that she chooses to be available, however, assignment of work shall be in accordance with seniority. Part-time nurses will be part of the weekend scheduling rotation.

In addition to Article 14.03 i), during the annual school March Break and from the last day of school in June until Labour Day, part-time nurses will be allowed to schedule themselves to work up to full-time hours.

- (f) The scheduling of Nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and caseloads, Nurses will schedule themselves to work one in three weekends. On the team schedule there will be set out consecutive blocks of three weekends for each nurse at the beginning of each fiscal year. Nurses on a team will not schedule themselves for the same weekend unless workload requires it. Each nurse must schedule one (1) weekend in each of her three week blocks. The Team will

ensure that the weekends and Paid Holidays are fairly and equitably distributed among the Team members. The schedule will be submitted to the Manager for review. Where the nurses fail to do so, then the Manager will schedule the nurses to work the weekends. Weekends are not included in (e) above.

- (g) Where a part time nurse self schedules on a week-end attached to a Paid Holiday then they will also self schedule for the Paid Holiday. If additional nurses are required to work on the Paid Holiday only, then nurses may self schedule their availability for coverage required on the Paid Holiday.
- (h) It is understood that casual nurses do not have normal prescheduled hours of work.

14.02

Evening Tours

- (a) The normal hours of work for the evening tours have the majority of hours between 1530 hours to 2300 hours. If the caseload permits, the nurse may flex her start and stop time.
- (b) The nurses will be provided with their assignment by 1530 hours and any Employer initiated cancellation will be done by 1230 hours.
- (c) There shall be appropriate communications from the regularly scheduled team meetings to the evening nurses.
- (d)
 - i) Evening nurses will not be scheduled for more that 26 units unless otherwise mutually agreed.
 - ii) When a nurse in the evening visiting program is required to remain available until 2300 hours after her visiting assignment is complete, she will then be on standby time.
- (e) It is understood that evenings will be assigned as follows:
 - (i) First to the permanent part time evening position.
 - (ii) The nurses who were successful applicants of the 50% days and up to 50% evenings.
 - (iii) In a fair and equitable manner in rotating reverse order of seniority.

14.03

Scheduling

As a guideline the Manager of Nursing will determine the minimum number of nurses required to provide daily client services. The Manager will inform the team of this number at their team meeting prior to the posting date.

Based on the number of nurses required the following provisions shall apply to full-time and part-time nurses:

- (a) The work schedule shall be posted four (4) weeks in advance and shall cover a four (4) week period.
- (b) Any request for time off must be submitted in writing to the team leader at the team meeting where scheduling for that period is completed prior to the posting of the schedule. The team leader will discuss all requests for time off with the Manager prior to any approval of such requests.
- (c) There shall be no split tours scheduled, unless mutually agreed between the nurse and the team.
- (d) The approved posted schedule shall provide a minimum of 16 hours off between scheduled tours, unless mutually agreed between the nurse and the team.
- (e) A nurse shall not be scheduled to work more than seven consecutive tours, unless mutually agreed between the nurse and the team, up to a maximum of ten (10) tours, or sixty (60) hours in a week (7 days) whichever is less, to be followed by at least twenty-four (24) hours off.
- (f) A nurse's scheduled tours on a posted work schedule shall not be changed by the Employer to other tours (e.g. days to evenings) or other areas of assignment without forty-eight (48) hours of notice without the nurse's consent. The Employer will not exercise this clause in an arbitrary manner. If the Employer changes a nurse's schedule with less than forty-eight (48) hours notice, time and one half of nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift.
- (g) A request for an exchange of tours set out in the posted time schedule must be submitted in writing to the team leader and the Caseload Planning Supervisor and signed by the nurses requesting the exchange. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied. Such exchange of tours will only be made within each team. If the exchange can not be made within the team then the nurse may negotiate an exchange with a nurse or another team.
- (h) Single vacation days may be granted as long as the nurse provides three (3) working days' notice and subject to team coverage.
- (i) Where a full-time nurse is off on leave of absence of less than one (1) month or vacation of one (1) week or more then a block of time to a maximum of two (2) weeks, unless otherwise mutually agreed by the team, will be offered to the part-time nurses on the team in accordance with seniority and on a rotational basis.
- (j) Overnight standby coverage shall be distributed equitably and fairly. Each Full Time, Permanent and Regular Part Time Nurse will provide over night standby coverage twice a month. If additional standby coverage is required in a month, such coverage shall be rotated through existing staff in reverse

order of seniority of each Full Time and Permanent and Regular Part Time Nurse. It is understood that overnight standby is from 2300 hours to the following 0800 hours. Stand-by shall also apply for coverage of meal breaks for the caseload planner on weekends and stat holidays.

Stand-by premium shall also apply to IV stand-by and for the regularly scheduled stand-by nurse for any weekend hours following their regular shift up to 1630 hours.

14.04 Self-Scheduling Guidelines

Nurses will self schedule according to the following guidelines:

- (a) Nurses who usually provide evening coverage will self-schedule on the evening shift to cover the evening shifts seven (7) days per week. Article 14.03 (e) applies.
- (b) Once the team has completed the staffing schedule (which covers a one month period), it will be reviewed at the team meeting, which shall be held by the 15th of each month. The schedule will then be submitted to the Caseload Planning Supervisor for review. Where the team has been unable to meet the scheduling needs, the supervisor will complete the schedule. The supervisor will then notify the team and then post the schedule one month in advance of the commencement of the schedule.
- (c) In the event that additional work becomes available after the schedule has been posted, the work shall be offered to part-time nurses in descending order of seniority as applicable in each case:
 - i) part-time nurses within the team who have been cancelled;
 - ii) non-scheduled part-time nurses within a team who have indicated their availability;
 - iii) part-time nurses within any team who have been cancelled;
 - iv) non-scheduled nurses within any team who have indicated their availability;
 - v) casual nurses.

NOTE: Additional work will be offered as delineated in paragraphs i), ii), iii), iv) and v). Due to the necessity of timely service delivery, the additional work will be given to the first nurse who responds to the request, when replacing a sick call or responding to a sudden increase in referrals/workload on a daily basis.

14.05 Weekend Duty

- i) A "weekend" shall be defined as at least sixty-three and one-half (63½) hours off, commencing at 1630 hours on Friday and ending at 0800 hours on

Monday.

- ii) For Evening Tours a “weekend” shall be defined as at least sixty-three and one-half (63½) hours off commencing at 2330 hours on Friday and ending at 1500 hours on Monday.

14.06 Christmas/New Year's

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 9th (first weekend after New Year).
- (b) A part-time nurse shall not be required to work both Christmas and New Year's unless otherwise agreed by the team.
- (c) A nurse who works Christmas shall be scheduled to be off for at least five (5) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the nurse and the team
- (d) Christmas time shall include Christmas Eve day, Christmas Day and Boxing Day.
- (e) New Year's time shall include New Year's Eve day and New Year's Day.
- (f) A nurse who works Christmas/Boxing Day, shall not be required to work New Year's Eve/New Year's Day. The nurses on each team will rotate the requirement to work Christmas/Boxing Day with New Year's Eve/New Year's Day on alternate years.

14.07 Availability of Part-time Nurses

- (a) Part-time nurses will schedule themselves for a minimum of two (2) tours per week according to the self-scheduling guidelines. The number of tours shall not be construed to be a guarantee of hours of work to be performed on each tour and during each work schedule;
- (b) Weekend schedule as listed in Article 14.01 (f) unless a nurse requests weekend work.
- (c) Designated holidays shall be equitably distributed among the part-time nurses in the bargaining unit.
- (d) Up to five (5) tours over Christmas or New Years.

14.08 Cancellation Guidelines

Visiting Nursing Program:

- (a) In the event that work is not available or cancelled for a scheduled part-time nurse, providing the granting of such work does not adversely impact on mandatory continuity standards; then that nurse will have first consideration for any and extra work of up to equal length that may have arisen within her own team (such as sick leave replacement). If such work within her own team is not available, she will have the option of displacing the most junior nurse within another team providing the junior nurse has been scheduled for more shifts than the senior nurse in the pay period. Should the junior nurse have equal or less numbers of shifts to the senior nurse then the senior nurse shall have the opportunity to bump the most junior nurse who has more shifts scheduled than the senior nurse in the pay period, if any.
- (b) The cancellation notice will be placed on the nurse's voice mail.
- (c) Any nurse so displaced in (a) above, shall be notified of her cancellation immediately. Such cancellation shall not impose a requirement for minimum pay. Such displacement is not considered a layoff and is not an Employer cancellation.
- (d) Fifteen (15) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled day tour, unless mutually agreed.
- (e) Four (4) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night tour, unless mutually agreed otherwise by the employee and the Employer.

Cancellation Pay

If a nurse's scheduled tour is cancelled with less than fifteen (15) hours notice prior to the starting time of her scheduled tour, she shall receive four (4) hours pay at her regular straight hourly rate. The cancellation notice will be placed on the nurse's voice mail.

14.09

Fluctuations

In the event of a reduction of work on a team where a team member is being cancelled on a regular basis, the Employer agrees that such team member may be offered the opportunity to be reassigned to another team where there is a more junior nurse who is working. This process will go into effect when any team member has been without work for seven (7) consecutive days or has received four (4) cancellations in a bi-weekly period. This reassignment will be considered temporary. Should the work load return to its previous level on her original team the nurse will return to her previous team.

14.10

All time worked in excess of seven and one-half (7½) hour per day shall be considered overtime and shall be authorized by the Supervisor prior to working such overtime. Overtime shall be subject to the following conditions:

- (a) Where a nurse works in excess of seven and one-half (7½) hours per tour this shall be considered overtime subject to premium payment.

- (b) Where a nurse works overtime as set out above, the nurse shall be paid either one and one-half (1½) times the nurse's regular straight time hourly rate for the overtime worked, or compensatory time off (where applicable) at one and one-half (1½) times in lieu. At the beginning of each fiscal year, the nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. Overtime premium shall not be pyramided with any other premiums.
- 14.11 (a) A Nurse shall be paid double her regular straight time hourly rate for all hours worked in excess of seven and one-half (7½) hours on any tour for which she receives time and one-half (1½) her regular straight time hourly rate.
- (b) Nurses will not be scheduled to work more than one in three weekends and, in the event a Nurse is required to work on a weekend which contravenes this provision, all hours worked on such weekend shall be paid at the rate of time and one-half (1½) the Nurse's regular hourly rate of pay. The premium shall not apply where the Nurse works the weekend as a result of an exchange of weekends with another Nurse or if the nurse self schedules to work more than one (1) weekend in three.
- (c) Should a full-time nurse be called in on a scheduled day off she shall be paid at time and one half her regular straight time hourly rate.
- 14.12 Full-time nurses who work weekends will be provided with equivalent time off during the week in lieu of her weekend off. If equivalent time off is not provided, then the full-time nurse will be paid at the rate of time and one-half (1½) for the entire weekend.
- 14.13 Call-in/ Call Back
- A Nurse who is called into work from standby shall receive compensating time at the rate of time and one-half (1½) for all hours worked with a minimum guarantee of three (3) hours' pay at the straight time. This is in addition to standby pay.
- Hours worked shall include travel time required to make the visit(s) for which the Nurse is called in from standby.
- Full-time and permanent part-time Nurses assigned to evening visits which occur following completion of their tour, shall receive, for all time worked during such visits, compensating time off at the rate of time and one-half (1½) with a minimum guarantee of three (3) hours pay at straight time. Part-time Nurses shall receive payment as indicated above instead of compensating time off.
- A Nurse who is not assigned to standby or evening visits and who has completed her regularly scheduled tour and is called back to work shall receive time and half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours' pay at straight time.
- 14.14 Full-time nurses shall be entitled to accumulate a maximum of thirty-seven and one half (37.5) hours of compensation time for overtime worked at any given time.

ARTICLE 15 - CASELOAD MANAGEMENT

- 15.01 Caseload Management will be implemented by using a self-directed team framework.
- 15.02 Effective caseload management is achieved by implementing a team structure that will have as its goals and responsibilities:
- continuity as required by purchasers of service e.g. CCAC, private client
 - communication and co-operation with other team members and between teams
 - meeting specific client needs/requests as much as possible e.g. linguistic, ethno cultural, client preferences, care plan requirements
 - appropriate and timely communication with the purchaser of service
 - accountability for achieving branch targets for time per visit, appropriate RN/RPN utilization, managing caseload in cost-effective manner e.g. transportation, time management, supplies
 - assistance with the management and maintenance of client information e.g. caseload lists, master lists, client database
 - utilizing the principles of quality management eg. work process improvement, interpersonal skills, problem solving
 - recognizing team training/educational needs, determining the resources required
- 15.03 As a member of the team, the nurse, in addition to the principles expressed in 15.02, shall be responsible for:
- attending and contributing to team meetings
 - assistance with the management and maintenance of client information eg. caseload lists, master lists, client database
 - utilize the principles of quality management eg. work process improvement, interpersonal skills, problem solving
 - submission of accurate and timely billing information
- 15.04 Caseload Management Meetings:
- (a) The Employer recognizes that in order to meet their professional and continuity requirements for client care, there is a need for nurses to review

their caseloads and implement changes. All nurses who carry a caseload will schedule office time for one hour each week to adjust and adapt their caseloads and for records management.

- (b) Monthly team meetings will be scheduled for all team members to meet client and team needs. Monthly team meetings of no longer than one hour will not be considered as office time. All nurses will be paid for time spent for attendance at these meetings up to a maximum of one hour.

15.05 Daily Assignment of Work:

The Employer shall ensure full-time nurse(s) assigned to a team will have first priority for RN work assignment. In all cases where there is work which cannot be done by the primary nurse, the Employer shall ensure work be assigned to other nurses by the caseload planner in the following order, providing the granting of such work does not adversely impact on mandatory continuity standards:

- (a) Another full-time primary nurse within the team, who does not have sufficient work.
- (b) Where there is work available to create a full shift, the Employer shall offer full shifts to regular part-time on that team on the basis of seniority, availability and equality, providing the Nurse has the qualifications and skills to perform the work.
- (c) Where there is work available to create a full shift, the Employer shall offer full shifts to casuals on that team on the basis of seniority, availability and equality, providing the Nurse has the qualifications and skills to perform the work.

ARTICLE 16 - PAID HOLIDAYS

16.01 The following holidays will be recognized as paid holidays:

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | 1 Float Day |

The float day may be any day of the Nurse's choosing and must be added to the schedule in advance.

Note: November 11th will be the date used by the Employer to calculate part-time holiday pay for the Float Day.

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

- 16.03 In the event that a full time nurse works on any of the foregoing designated holidays she shall be paid at the rate of one and one half times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive a lieu day off with pay.
- 16.04 A part-time nurse shall be paid at the rate of time and one half her regular straight time hourly rate for all hours worked on the recognized holidays.
- 16.05 A tour that begins during the twenty-four (24) hour period of the above holidays, with the majority of hours worked to fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 16.06 Where a holiday falls during a full-time nurse's scheduled vacation period, her vacation shall be extended by one day unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time nurse's scheduled day off, an additional day off with pay will be scheduled.
- 16.07 Should a full-time nurse work on paid holidays, she may accumulate up to two (2) lieu days which may be taken at her request, subject to service need, singularly or consecutively, or added to her vacation.
- 16.08 Part-time Holiday Pay
- (a) A regular part-time nurse who has earned wages on at least twelve (12) days during the four (4) weeks immediately preceding any holiday listed in 16.01 shall receive a day's pay for the holiday.
- (b) The amount of holiday pay shall equate to the average of the Employee's daily hours exclusive of overtime, for the days worked in the thirteen (13) week period immediately preceding a recognized holiday.

ARTICLE 17 - VACATIONS

- 17.01 A full-time Nurse shall be granted vacation with pay as follows:
- (a) less than one (1) year of full time continuous employment - one point two five (1.25) days per month of full time continuous employment;
- (b) one (1) or more years but less than thirteen (13) years of full time continuous employment - four (4) weeks;
- (c) thirteen (13) or more years but less than twenty-two (22) years of full time continuous employment - five (5) weeks;
- (d) twenty-two (22) or more years but less than twenty-eight (28) years of full time continuous employment - six (6) weeks.
- (e) twenty-eight (28) or more years of full time continuous Employment – seven (7) weeks.

All part-time Nurses shall be entitled to vacation time with pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time Nurses:

- (a) Up to Three (3) Week entitlement 6%
- (b) Four (4) week entitlement 8%
- (c) Five (5) week entitlement 10%
- (d) Six (6) week entitlement 12%
- (e) Seven (7) week entitlement 14%

17.02 For the purpose of vacation entitlement, service for those nurses whose status is changed from part-time to full-time or vice versa shall mean the combined service as a part-time and full-time nurse accumulated on a continuous basis. For the purpose of this article, fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service.

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

17.04 Requests for prime time summer (June, July and August) vacation for the following fiscal year shall be submitted to the Team Leader in writing by March 15th. Requests for the next Christmas and March break vacation during the fiscal year shall be submitted to the Team Leader in writing by September 15th.

Where there is a conflict in vacation requests, then seniority will govern.

The Team Leader will discuss the summer vacation requests and proposed vacation list with the Manager, prior to the April team meeting. The Team Leader will discuss the Christmas and March break vacation requests and proposed vacation list with the Manager, prior to the October team meeting. Conflicts and other significant problems will be addressed and resolved with the team at the April/October meeting. Unresolved conflicts will be taken to the Manager for dispute resolution. The list will be finalized by May 1st / November 1st and communicated to the team at the team meeting in May/November.

All other vacation requests shall be submitted in writing at least one (1) month in advance, and the Team Leader shall reply to the request within one (1) week.

17.05 Vacation Scheduling:

- (a) The vacation quota shall not be unduly restrictive and shall only include

members of the bargaining unit.

- (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (c) A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.
- (d) Vacation may commence on any day of the week.
- (e) Weekends directly contiguous to scheduled vacation will be scheduled off.
- (f) Single vacation days may be granted as long as the Nurse provides three (3) working days' notice and subject to Team Coverage.
- (g) Where an employee's scheduled vacation is interrupted due to hospitalization or serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.
- (h) Where a full-time nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave according to Article 12.09. 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.
- (i) A Nurse may not change her authorized vacation time without a written request from the Nurse and the prior approval of the Team.
- (j) The winter school break vacation (March Break) shall be rotated among interested nurses on the team year-to-year. It is acknowledged that seniority may not prevail.
- (k) The parties agree that annual vacation is intended to be taken in total each year. Where a nurse is unable to take her entire vacation entitlement, it shall be paid out at the fiscal year end.
- (l) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Executive Director or her designate.

17.06 Vacation requests, which have been submitted by the nurse and approved by the Employer, may not be cancelled by the Employer without the consent of the nurse.

ARTICLE 18 - SICK LEAVE

18.01 Full-time nurses will accumulate sick leave on the basis of one and one half (1½)

working days for each month of service up to a maximum of one hundred and fifty days (150) days.

- 18.02 (a) Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on sick leave. Designated holidays and regular days off shall not form part of the illness period.
- (b) When a nurse is ill she shall receive her regular pay from these credits.
- 18.03 A nurse shall be entitled to a bi-weekly statement on her paystub of her sick leave credit.
- 18.04 If a physician's certificate is requested, the Employer shall pay any fee for such certificate which is not payable by the nurses' health insurance plan.
- 18.05 Where applicable, a nurse who transfers from full-time to part-time status may have her unused sick leave credits restored to her, should she re-join the full-time staff without a break in service.
- 18.06 Modified Work
- (a) The Employer will notify the Local Nurses' Association of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD by the 15th of each month.
- (b) A modified work program may be made available for nurses returning from illness or injury compensable under the Workers' Compensation Act or LTD.
- (c) The Employer will notify the local nurses' Association of the name of any nurse returning to work on a modified/light/alternate work program.
- (d) Prior to any nurse returning to work on a modified/light/ alternate work program, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to negotiate a back-to-work program for the nurse. The unavailability of a staff representative of the Association shall not delay such meeting.
- (e) The Employer shall supply the Employee with a signed copy of the Form 7 at the same time it is sent to the WSIB.

ARTICLE 19 - PENSION AND GROUP BENEFITS

- 19.01 Aberdeen Health and Community Services provides and maintains a registered pension plan. Enrollment, participation and contributions by the nurses and the Employer will be in accordance with the terms and conditions of that Plan.
- (a) All full-time nurses who are presently enrolled in the Employer's pension plan shall maintain their enrollment in the Plan. Full-time nurses employed, but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan when eligible.

- (b) Part-time nurses may participate in the Aberdeen Health and Community Services Pension Plan.

19.02 During the term of this agreement, current benefits apply.

The Employer shall contribute towards the premium coverage of participating eligible nurses in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions including any enrollment requirements:

- (a) one hundred percent (100%) of the billed premium towards the coverage of eligible nurses in the active employ of Aberdeen Health and Community Services under the Ontario Health Insurance Plan through the Employer Health Tax.
- (b) Life Insurance
 - i) one hundred percent (100%) of the billed premium of a group life insurance plan available to full-time nurses. The coverage will amount to two (2) times the nurse's annual salary and will include Accidental Death and Dismemberment coverage.
 - ii) A nurse may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the plan.
- (c) Extended Health

Seventy-five percent (75%) of the billed premium towards coverage of eligible nurses in the active employ for the Extended Health Care Benefits as provided under the Aberdeen Health and Community Services Group Insurance Plan, provided that the balance of the premium is paid by each nurse through payroll deductions.
- (d) Dental Plan

Seventy-five percent (75%) of the billed premium towards coverage of eligible nurses in the active employ of the Aberdeen Health and Community Services for the Dental benefits as provided under the Aberdeen Health and Community Services Group Insurance Plan which is to be equal to Blue Cross #9, provided that the balance of the premium is paid by each nurse through payroll deductions.
- (e) Long-term Disability

Full-time Nurses must purchase Long Term Disability Coverage through the ONA LTD carrier, subject to its terms and conditions on the basis of one hundred percent (100%) Employee paid premiums.

See Letter of Understanding attached re: Long-Term Disability, present language remains unchanged.

- 19.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.04 The Employer shall provide each nurse with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Association for inspection.
- 19.05 In the Case of unpaid leaves of absence because of pregnancy or parental leave or when a Nurse is in receipt of Workplace Safety & Insurance Board benefits, the Employer will continue to pay its share of the subsidized Employee benefits for a maximum of fifty-two (52) weeks in the case of the pregnancy/parental benefits, unless the nurse indicates in writing that she does not wish to continue her participation in the benefit plans, and in the case of Workplace Safety & Insurance Board benefits unless the nurse does not pay her share of the contributions.

ARTICLE 20 - SKILLS DEVELOPMENT AND TRAINING

- 20.01 The Employer and the Association recognize their joint responsibility and commitment to provide and participate in the professional development of staff.
- 20.02 In recognition of the importance of employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow employees to pursue educational opportunities.
- 20.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.
- 20.04 Nurses with special skills or training will be identified as peer resource person and nurses will be encouraged to make use of these resource persons.
- 20.05 Where there is a requirement for needed and new skills to be implemented, the initial training will be offered first to the full-time nurses and secondly the part-time, in order of seniority within each team, with the goal of covering the service area where the skill is required.
- 20.06 If a required skill is identified as a need to a specific client's care this skill will be taught to the core group on the team who will be responsible for providing care for that specific client. The cost of such training will be covered by the Employer. (This may include joint visits which must be pre-authorized by the Employer).
- If other nurses wish to participate in the training for their own interest, the cost will be the responsibility of those nurses.
- 20.07 It is expected that following initial training for needed and required skills, the nurse

will have the responsibility for maintaining ongoing competence, by utilizing her skills in the workplace or attending in services.

20.08 Technological Change

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

20.09 All inservice/education required by the Employer shall carry with it payment for attendance to the nurses at their appropriate rate of pay.

ARTICLE 21 - MISCELLANEOUS

21.01 The Employer shall provide a bulletin board in each office for the sole use of the Association.

21.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.

21.03 Pay will be deposited twice per month or bi-weekly into the employee's bank account by direct deposit, with a clarified, itemized statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.

21.04 Each nurse shall keep the Employer informed of changes to relevant employment information.

21.05 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician.

21.06 Prior to effecting any changes in the Employer's policies or rules, which would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes at the Association Management Meeting.

- 21.07
- (a) It is agreed that the employer will pay the cost of the immunization vaccine against influenza for those Nurses who choose to be immunized.
 - (b) The Employer agrees to provide nurses with Hepatovax Vaccine where the nurse so requests and the Employer agrees to pay the costs of the vaccine.
 - (c) The Employer agrees to reimburse nurses the cost of the Hepatovax Vaccine where the nurse so requests and provides a receipt indicating that she has received the Vaccine.

(d) The costs of any medical examination, re-examination, x-rays or immunization required by the Employer will be borne by the Employer if not covered by the Nurse's insurance. This will include any charge levied for filling out forms required by the Employer.

21.08 Should the Employer require existing employees to obtain a Criminal Reference Check, the Employer shall bear full payment of any associated costs.

21.09 Upon written request, the Employer will provide to each employee upon termination of employment a letter detailing her or his employment dates and length of service.

ARTICLE 22 - PREMIUM PAYMENTS

22.01 Standby/On Call

Effective April 1, 2009, a nurse shall receive payment of three dollars (\$3.00) for each hour when she is on stand by/on- call.

Effective April 1, 2011, a nurse shall receive payment of three dollars and twenty-five cents (\$3.25) for each hour when she is on stand by/on- call.

Effective April 1, 2012, a nurse shall receive payment of three dollars and fifty cents (\$3.50) for each hour when she is on stand by/on- call.

22.02 Shift Premium

When a nurse is assigned to work on the evening or night tours, she shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked where the majority of the hours worked fall between 1630 hours and 0800 hours. This increase in shift premium will become effective April 1, 2009.

Effective April 1, 2010, shift premium will increase to one dollar and fifty cents (\$1.50).

Effective April 1, 2011, shift premium will increase to one dollar and seventy-five cents (\$1.75).

Effective April 1, 2012, shift premium will increase to two dollars (\$2.00).

22.03 When a nurse is assigned to work between 2400 hours Friday and 2400 hours Sunday, she shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour. This premium will become effective April 1, 2009. The weekend premium is not payable for hours for which the Nurse is being paid at a premium rate.

Effective April 1, 2010, premium will increase to one dollar and fifty cents (\$1.50).

Effective April 1, 2011, premium will increase to one dollar and seventy-five cents (\$1.75).

Effective April 1, 2012, premium will increase to two dollars (\$2.00).

22.04 Responsibility Pay Whenever a Nurse is temporarily assigned by the Employer to replace a Supervisor for a period of one (1) day or longer, she shall be paid an allowance of ten (10) dollars (\$10.00) per day in addition to her regular salary. This increase in responsibility pay will become effective the date of ratification.

22.05 Reporting Pay

A part-time nurse who reports for work according to a normal tour of work as assigned on the posted work schedule shall, unless otherwise notified of cancellation of work by the Employer, receive a minimum of four (4) hours' pay at her regular straight time hourly rate of pay if her regular duties are not available.

22.06 Team Leader Pay

A nurse who fulfils the role of Team Leader shall receive one (1) hour per week of office time pay in addition to regular case load management office time.

ARTICLE 23 - TRANSPORTATION ALLOWANCE

23.01 (a) The parties agree to a reimbursement amount for transportation to forty-three cents/kilometer (\$.43) effective on ratification and will increase to forty-five cents/kilometer (\$.45) on April 1, 2011. The employer will provide copies of any additional transportation policies to the Association within thirty (30) days of ratification.

*The parties agree to reopen Article 23.01 for negotiations, upon request by either party based on gas price evaluation high or low based on a one hundred and twenty (120) day consecutive period.

(b) Where a Nurse is reassigned to another office on a temporary basis and such reassignment results in a Nurse having to travel a greater distance than to and from her normal office, she shall be paid the car allowance for the additional kilometres she is required to travel.

ARTICLE 24 - COMPENSATION

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

24.02 A graduate nurse in the employ of the Employer, upon presenting proof of current Certificate of Competence issued by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article, effective the date the nurse presents proof of successfully passing the certification examination to the Executive Director or her designate, or to the date of last hire, whichever is later.

24.03 Previous Experience Credit

For the purposes of initial placement of a newly hired full-time or part-time nurse on the wage grid, such nurse shall make a claim in writing for recognition of recent related visiting nursing experience and recent related hospital nursing experience 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 credit shall be given where the nurse has not been actively nursing within the immediately preceding last three years. The Employer shall assess the applicability of the previous experience during the nurse's probationary period and shall place the nurse at an appropriate level on the wage grid to be effective upon completion of the probationary period. Such placement shall be on the basis of one increment for each year of community nursing experience and one increment for each two years of hospital nursing experience. * All presently employed nurses will have their grid level reviewed and readjusted if applicable to reflect this language.

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

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

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

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

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

24.08 Percentage in Lieu

(a) In lieu of the benefits set out in Article 19, part-time and casual part-time nurses shall receive a percentage of their regular straight time hourly rate. Such amount shall not be included in the base used for the purpose of

calculating any premiums nor shall it be paid on any overtime or premium hours worked.

(b) The following percentages in lieu apply:

| | |
|-----------------|---------------------|
| In Pension Plan | Not in Pension Plan |
| 6.0% | 10.0% |

24.09 All terms of the Collective Agreement shall upon the date of ratification be retroactive to April 1st, 2009, except where otherwise noted. All monetary retroactivity to be paid out within three pay periods from the date of ratification of both parties.

ARTICLE 25 - PROFESSIONAL RESPONSIBILITY

25.01 In the event that the Employer assigns a number of patients or a workload to an individual Nurse or group of Nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they may refer the matter in writing to the Association Management Committee within thirty (30) calendar days. The Chairman of the Association Management Committee shall convene a meeting of the Association Management Committee within ten (10) calendar days of the referral. The Committee shall discuss and attempt to resolve the matter to the satisfaction of both parties. If the matter is not resolved it may be referred under the Grievance Procedure.

ARTICLE 26 - DURATION

26.01 This Agreement shall continue in effect until March 31, 2013 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

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

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

Dated at Bramford, Ontario, this 20th day of July, 2010.

FOR THE EMPLOYER

[Signature]

Mike M

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

Bargaining Unit President

APPENDIX A

HOURLY RATES - SALARY SCHEDULE

Classification – Registered Nurse

| | <u>Effective April 1, 2009</u> | <u>Effective April 1, 2010</u> | <u>Effective April 1, 2011</u> | <u>Effective April 1, 2012</u> |
|---------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Level 1 | 26.65 | 27.45 | 28.41 | 29.40 |
| Level 2 | 27.70 | 28.53 | 29.53 | 30.56 |
| Level 3 | 29.02 | 29.89 | 30.93 | 32.01 |
| Level 4 | 29.99 | 30.89 | 31.97 | 33.09 |
| Level 5 | 30.84 | 31.76 | 32.88 | 34.03 |
| Level 6 | 32.36 | 33.33 | 34.50 | 35.71 |
| Level 7 | 33.21 | 34.20 | 35.40 | 36.64 |
| Level 8 | 34.29 | 35.32 | 36.55 | 37.83 |
| Level 9 | 35.72 | 36.79 | 38.08 | 39.41 |

LETTER OF UNDERSTANDING

Between:

ABERDEEN HEALTH & COMMUNITY SERVICES
BRANT-NORFOLK-HALDIMAND

And:

ONTARIO NURSES' ASSOCIATION

Re: Full-Time Shift Nursing

- 1.0 Nurses working full time in the shift nursing program will be covered by the Collective Agreement except where modified by this Agreement.
- (a) Articles on Hours of Work, Scheduling, and Weekend work will not apply to Shift Nursing.
 - (b) Shift Nursing will be defined as nursing care required to meet the needs of a single client at a time. A shift ranges in length from two (2) to twelve (12) hours. The hours of each shift will be determined by client need. The working day for each nurse shall start and end in the client's home, school or workplace.
 - (c) The normal hours of work will average seventy-five (75) hours per two week period.
 - (d) For assignments longer than two weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends. If a nurse is required to work on a weekend which contravenes this provision, all hours worked on such weekend shall be paid at the rate of time and one-half (1½) the nurse's regular hourly rate of pay. The premium shall not apply where the nurse works the weekend as a result of an exchange of weekends with another nurse.
 - (e) Assignments will be made in order to provide continuity of care to the client. Assignments will be based on availability, skills, experience, and when all this is equal, seniority.
- 2.0 Premium Pay
- (a) All time worked in excess of seventy-five (75) hours in a two-week period shall be considered as overtime and shall be paid at a rate of time and one half (1½). Overtime premium shall not be pyramided.

3.0 Cancellation

- (a) Nurses who are assigned to Shift Nursing can be cancelled up to three (3) hours in advance of assigned hours of work without penalty. If the nurse does not receive three (3) hours notice she shall receive three (3) hours pay at a straight time hourly rate.

4.0 Reporting Pay

- (a) A nurse who is called in or reports for Shift Nursing as scheduled and is not required to work shall, unless otherwise notified by the Employer, receive a minimum of three (3) hours pay at her regular hourly rate. She shall be required to perform any nursing duties assigned by the Employer.

Dated at Brampton, Ontario, this 20th day of July, 2010.

FOR THE EMPLOYER

[Signature]
Mike [Signature]

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature]
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ABERDEEN HEALTH & COMMUNITY SERVICES
BRANT-NORFOLK-HALDIMAND

And:

ONTARIO NURSES' ASSOCIATION

Re: Casual Part-Time Shift Nursing

- 1.0 Nurses working in the shift nursing program will be covered by the Collective Agreement except where modified by this Agreement.
- (a) Articles on Hours of Work, Scheduling, Vacation, Compensation Article 24.08 and Weekend work will not apply to Shift Nursing.
 - (b) Shift Nursing will be defined as nursing care required to meet the needs of a single client at a time. A shift ranges in length from two (2) to twelve (12) hours. The hours of each shift will be determined by client need. The working day for each nurse shall start and end in the client's home, school or workplace.
 - (c) For assignments longer than two weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.
 - (d) Assignments will be made in order to provide continuity of care to the client. Assignments will be based on availability, skills, experience, and when all this is equal, seniority.
- 2.0 Compensation
- (a) RNs in the Shift Nursing Program shall receive 10% paid on their regular straight time hourly rate in lieu of vacation and all benefits. Such amount shall not be included in the base used for the purpose of calculating overtime.
 - (b) When RNs in the Shift Nursing Program are assigned work in the Visiting Nurse Program, they shall be compensated in accordance with Articles 17.01 and 24.08.
- 3.0 Premium Pay
- (a) All time worked in excess of seventy-five (75) hours in a two-week period shall be considered as overtime and shall be paid at a rate of time and one half (1½). Overtime premium shall not be pyramided.

4.0 Cancellation


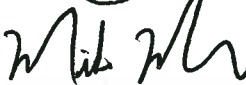
- (a) Nurses who are assigned to Shift Nursing can be cancelled up to three (3) hours in advance of assigned hours of work without penalty. If the nurse does not receive three (3) hours notice she shall receive three hours pay at a straight time hourly rate.

5.0 Reporting Pay


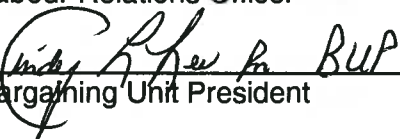
- (a) A nurse who is called in or reports for Shift Nursing as scheduled and is not required to work shall, unless otherwise notified by the Employer, receive a minimum of three (3) hours pay at her regular hourly rate. She shall be required to perform any nursing duties assigned by the Employer but not in the Visiting Nursing Program.

Dated at Bramford, Ontario, this 20th day of July, 2010.

FOR THE EMPLOYER

FOR THE UNION


Labour Relations Officer

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ABERDEEN HEALTH & COMMUNITY SERVICES
BRANT-NORFOLK-HALDIMAND

And:

ONTARIO NURSES' ASSOCIATION

Re: Clinic Nursing

From time to time the Employer is able to secure contracts with businesses that require the provision of nursing services on a short-term basis in a Community Care Access Centre (CCAC) clinic setting.

The Employer and the Union agree that this type of service represents a separate category from the services provided through the Visiting Nursing or Shift Nursing Programs.



For the purposes of this Letter of Understanding, Articles regarding Scheduling, Hours of Work, and Cancellation contained in the current Collective Agreement do not apply.

1. Clinic Nurses will be recruited according to pertinent Articles currently contained within the Collective Agreement.
2. Hours of work for each clinic will vary depending upon the needs and requests of the customer. Minimum hours of work for clinics will be three (3) hours.
3. The Employer will normally schedule a nurse in advance for clinic work. Work will be offered to clinic nurses on the basis of:
 - Skill, Ability, Knowledge and Experience
 - Availability (including commitment to other Aberdeen Health Programs)
 - Seniority within the organization
4. The Employer will provide the nurse with 15 hours advance notice of the cancellation of a clinic. Should such notice not be provided, the Employer will provide the nurse with a total of three (3) hours compensation at her regular straight hourly rate.
5. Nurses working clinics will be provided with the materials, equipment and supplies necessary to perform the clinic work. It is understood that the Nurse must place a weekly supply order with the CCAC to obtain supplies needed to provide service to the Client. Nurses will be responsible to orient themselves with the specifics of each clinic and obtain the necessary equipment and supplies, prior to the date/time of the clinic.
6. Should a nurse wish to work split tours, she may, by mutual agreement between the Nurse and the Employer do so. The Association will be notified of such, and this will be reviewed on a case by case basis at the point of time that the Nurse initially


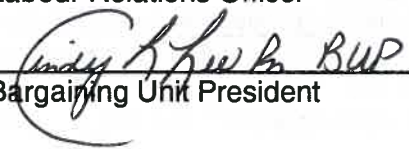
agrees to work split tours. The Union reserves the right to review such agreements at any time. The Union will not exercise this right in an unreasonable manner. It is understood that minimum hours of work as per #2 above will apply to each split tour.

Dated at Bradford, Ontario, this 20th day of July, 2010.

FOR THE EMPLOYER

FOR THE UNION


Labour Relations Officer

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ABERDEEN HEALTH & COMMUNITY SERVICES
BRANT-NORFOLK-HALDIMAND

And:

ONTARIO NURSES' ASSOCIATION

Re: Job Security

The parties agree that there shall be no layoffs for full-time nurses during the life of this collective agreement, unless a branch is closed or there is insufficient nurse volume/caseload for the branch to handle with the number of full-time nurses at the branch. (ie. All the part-time nurses are laid off but there is still not enough work for full-time nurses). Should a full time nurse retire from employment with Aberdeen, the agency will not be obligated to fill the vacant full time position.

Dated at Bradford, Ontario, this 20 day of July, 2010.

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature] BUP
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ABERDEEN HEALTH & COMMUNITY SERVICES
BRANT-HALDIMAND-NORFOLK

And:


ONTARIO NURSES' ASSOCIATION

Re: Professional Dress


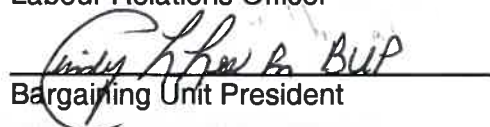
It is recognized by the Employer that there are no uniform requirements in effect and it is expected that the nurses will continue to dress in a manner that is appropriate to the working environment and in keeping with the professional aspect of the job.

Dated at Brantford, Ontario, this 20th day of July, 2010.

FOR THE EMPLOYER


Mike W. W.

FOR THE UNION


Labour Relations Officer

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ABERDEEN HEALTH & COMMUNITY SERVICES
BRANT-NORFOLK-HALDIMAND

And:

ONTARIO NURSES' ASSOCIATION

Re: Permanent Part-Time Nurses

Where the category of permanent part-time currently exists, those currently in these positions will be maintained at their present level of commitment and benefits. All nurses in this category will be confirmed in writing by Aberdeen and provided to ONA. It is understood that these employees are part-time nurses and will be considered "full time" for scheduling purposes from Monday to Friday inclusive. Weekend commitment for part-time nurses applies to these employees.

Other conditions are stated below:

1. A Permanent Part-time nurse is a nurse who is regularly scheduled to work on average four (4) tours or more per week but less than Full-time hours and who has a predetermined schedule of regular days of work per week.

2. Seniority

Seniority for Permanent Part-time nurses will be calculated on a pro-rata basis, to Full-time service.

3. Hours of Work

The regular hours of work for Permanent Part-time nurses shall average a minimum of sixty (60) hours per two (2) week period. The normal work day shall be seven and one-half (7 1/2) hours, exclusive of a one (1) hour unpaid meal period.

Evening Shift

Permanent Part-time nurses assigned to evening visits following completion of their tour, shall receive, for all time worked during such visits, time and one-half (1 1/2) their regular straight time hourly rate, with a minimum guarantee of three (3) hours pay at straight time.

4. Holidays

Permanent Part-time nurses shall be paid at the rate of time and one-half (1 1/2) their regular straight time hourly rate for all hours worked on the recognized holidays listed in Article 16, in addition to holiday pay.

5. Vacation

A Permanent Part-time nurse shall be entitled to the same vacation time as a Full-time nurse and her salary continuation during vacation will reflect her normal scheduled hours during the vacation period.


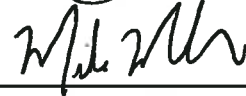
6. Sick Leave

Permanent Part-time nurses shall accrue sick leave credits on a pro-rated basis based on the scheduled hours worked as compared to the hours of work of a Full-time nurse.



The maximum accumulation shall be one hundred and fifty (150) days.

Dated at Bradford, Ontario, this 20th day of July, 2010.

FOR THE EMPLOYER

FOR THE UNION


Labour Relations Officer

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ABERDEEN HEALTH & COMMUNITY SERVICES
BRANT-NORFOLK-HALDIMAND

And:


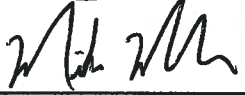
ONTARIO NURSES' ASSOCIATION

Re: Article 19.02 Long Term Disability Benefits


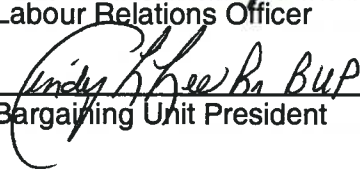
The Employer agrees during the duration of this Collective Agreement to continue to investigate the possibility of providing Long Term Disability Benefits for ONA Members. If during this Collective Agreement funding increases such that the Employer can afford to offer Long Term Disability Benefits to ONA Members, the parties agree to meet to negotiate and discuss.

Dated at Brantford, Ontario, this 20 day of July, 2010.

FOR THE EMPLOYER

FOR THE UNION


Labour Relations Officer

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

ABERDEEN HEALTH & COMMUNITY SERVICES
BRANT-NORFOLK-HALDIMAND

And:

ONTARIO NURSES' ASSOCIATION

The parties agree to meet during the duration of this Collective Agreement to discuss Pension Benefits.

Dated at Brantford, Ontario, this 20 day of July, 2010.

FOR THE EMPLOYER

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[Signature]

FOR THE UNION

[Signature]

Labour Relations Officer
[Signature]

Bargaining Unit President

