

COLLECTIVE AGREEMENT

BETWEEN

ST. JOSEPH'S HOME CARE (SJHC)
(hereinafter referred to as "the Employer" or "SJHC")

AND

THE ONTARIO NURSES ASSOCIATION (ONA)
(hereinafter referred to as "the Association" or "the Union")

Expiry: June 30, 2010

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer, the Union and Registered Nurses covered by this Agreement; to provide for ongoing means of communication between the Association and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually acceptable wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that the nurses wish to work together with the Employer to secure the best possible nursing care, community health services and health protection for clients.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses Association as the sole and exclusive bargaining agent of all registered and graduate nurses engaged in a nursing capacity, employed by St. Joseph's Home Care in the City of Hamilton and the Municipalities of Brant, Halton and Niagara, save and except supervisors and persons above the rank of supervisor and persons for whom another trade union held bargaining rights as of August 24, 1999.
- 2.02 Whenever the feminine pronoun is used in this Collective Agreement, it included the masculine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean plural where the context so requires.

ARTICLE 3 – MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges and recognizes that all matters concerning the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function and right of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) select, hire, classify, retire, transfer, assign, lay-off, recall, promote, increase or decrease work assignments and determine standards of work performance and work assignments;
 - (c) discharge, suspend, demote or otherwise discipline employees provided that a claim by an employee who has successfully completed her probationary period that she has been disciplined, suspended or discharged without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (d) make, enforce and alter from time to time, reasonable rules and regulations and policies governing the conduct of the employees and to be observed by the employees which are not inconsistent with the provisions of this Agreement;

- (e) generally to manage the services in which the Employer is engaged or may become engaged and without in any way restricting the generality of the foregoing, to determine the types of services to be provided and the programs required to carry out those services, including the right to plan, direct and control services, facilities, programs, courses, procedures, methods, staffing, the content, evaluation and description of jobs, employee qualifications for employment and promotion, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs; and
- (f) to take all steps as may be deemed available by the Employer to carry out the Employer's mandate to provide quality services to the community and clients and to obtain funding to provide such services.

3.02 The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

4.01 The following definitions shall be applied to the Agreement:

- a) A full-time nurse shall mean a nurse who is employed on a permanent basis and who is normally scheduled to work the standard hours per week as specified in this Collective Agreement.
- b) A regular part-time nurse is a nurse who works less than the normal full-time hours and who offers to make a commitment to be available for work on a predetermined basis and whose commitment of availability has been accepted by the Employer.
- c) A casual part-time nurse is a nurse who works on a random basis when regular staff are not available.
- d) The terms Registered Nurse, RN, nurse and employee, when used throughout this Agreement, shall mean persons employed by the Employer and covered by this Agreement who are:
 - i) A Registered Nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act;
 - ii) A Nurse who holds a Temporary Certificate of Registration with the College of Nurses in accordance with the Nursing Act 1991 and its regulations must obtain her Certificate of Registration prior to the expiry of her Temporary Certificate. If the nurse fails to obtain her Certificate of Registration prior to the expiry of her Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire she will be deemed to be not qualified for the position of registered nurse and she will be terminated from the employ of the

Employer. Such termination shall not be the subject of a grievance or arbitration.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities, which are subject to the *Regulated Health Professionals Act*, she or he shall be treated in a manner consistent with this Article.

4.02 Certificate of Registration

A nurse is required to present to the Program Director or designate, on or before March 31st of each year, evidence that her Certificate of Registration is in good standing and currently in effect. If the nurse's Certificate is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on a non-disciplinary suspension without pay. If the nurse presents evidence that her Certificate of Registration has been reinstated, she shall be reinstated to her position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the nurse being placed on non-disciplinary suspension by the Employer shall result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

ARTICLE 5 – NO DISCRIMINATION / HARASSMENT

- 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 the nurse's membership or non-membership in the Association or by reason of exercising her rights under the Collective Agreement.
- 5.02 It is agreed that there will be no discrimination and/or harassment by either party or by any of the nurses covered by this Agreement on the basis of race, creed, religion, colour, ancestry, ethnic or place of origin, sex, sexual orientation, marital status, family status, citizenship, age, record of offences, or disability as defined in the Human Rights Code, unless such basis is a bona fide requirement of the position.
- 5.03 The parties agree that every person who is an employee has a right to freedom from harassment in the workplace because of sex or sexual orientation by his or her Employer, or agent of the Employer, by the Association, or agent of the Association, or by another employee.
- a) Sexual harassment by any person employed by the Employer will not be tolerated in the workplace. Sexual harassment shall have the same meaning as under the Human Rights Code and shall also include harassment due to sexual orientation. Every person has the 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.

Sexual harassment may also include engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

- b) Personal Harassment
Personal harassment is defined as any action or behaviour that is known, or ought reasonably to be known, to be unwelcome, verbal or otherwise, which causes or tends to cause intimidation, ridicule, embarrassment, contempt or humiliation to any individual, whether deliberate or negligent, and compromises the individual's dignity and respect. Such action or behaviour may be subject to discipline.
- c) Any grievance arising from any complaint of harassment may be initiated at step 2 of the grievance procedure contained herein.

5.04 Joint Duty to Accommodate

The Employer and the Association recognize their joint duty to accommodate disabled 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 lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given to them in the Ontario Labour Relations Act.

ARTICLE 7 – RELATIONSHIP AND 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 the Association. The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.

Where a nurse has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided that the nurse has earnings in the next payroll period.

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the Association, the Employer shall make the deduction in the manner agreed to by the parties.

- 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.

- 7.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Employer of any changes therein in writing at least one (1) month prior to the effective date of such change and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, their worksite (if the bargaining unit covers more than one site) and the nurses' social insurance numbers. The list shall also include deletions (indicating terminations) and additions from the preceding month. A copy of this list will be sent to the local Association. If the Employer agrees to provide the Union with the information in an electronic format, the parties will meet to discuss the format in which the information will be sent out.
- 7.06 The Employer agrees that an officer of the Association or Union representative shall be allowed time during regular working hours without loss of regular earnings to meet with newly hired nurses during their probationary period. The amount shall be up to (15) minutes in total for up to four (4) members or up to one half (1/2) hours in total for five (5) members or more at a pre-scheduled group meeting. During such meetings, membership forms and a copy of the Collective agreement may be provided to the nurse(s) by the Union. These meeting shall be scheduled in advance by the Employer, with reasonable notice to the Union, and may be arranged collectively or individually.
- 7.07 A copy of this Collective Agreement shall be issued by the Union to each Employee in the employ of the Employer and to each Employee employed during the term of this Collective Agreement and thereafter. The cost of printing the collective agreement in a mutually agreeable manner and form will be equally shared by the Employer and the Union.
- 7.08 The Employer will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes, where such information is or becomes readily available through the Employer's payroll system.
- 7.09 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.

ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES

8.01 Labour/Management Committee

The Employer will recognize a Labour/Management Committee composed of up to three (3) nurses, elected or appointed by the Union and up to three (3) Employer representatives. Meetings of the Committee shall be held every three (3) months unless

otherwise agreed. The membership of the Committee may be expanded by mutual agreement in writing prior to the meeting.

Agenda items to be discussed shall be exchanged, in writing, at least five (5) days prior to the meeting. Minutes shall be taken and maintained in accordance with the Terms of Reference established by the Committee.

The parties agree that the purpose of the Labour/Management Committee will include:

- a) promoting and providing for effective and meaningful communication of information and ideas, making joint recommendations on matters of mutual concern including the quantity and quality of nursing care and discussing the development and implementation of quality initiatives;
- b) dealing with complaints related to workload;
- c) discussing and reviewing matters related to orientation and in-service programs.

The Employer will pay members of the above-mentioned committee for time spent with the Employer during regularly scheduled hours of work. Where the Employer requests to convene the committee at a time earlier than the next regularly scheduled committee meeting, the Employer shall pay the Union committee member at his/her regular hourly rate for all time spent in the meeting with the Employer if the employee would otherwise have been off duty at that time. Such time shall not be included in any premium pay calculations.

8.02 Negotiating Committee

The Employer will recognize a Negotiating Committee composed of up to three (3) representatives of the Association for the purpose of meeting with the Employer to negotiate renewal agreements.

The Employer agrees that Committee members shall not suffer a loss of pay for time spent with the Employer at negotiations. This will include meetings up to but not including conciliation and/or arbitration.

8.03 Grievance Committee

- a) The Employer will recognize a Grievance Committee composed of (2) nurses at each Regional Office, one of whom shall be chair. This Committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.
- b) The Employer will pay members of the above mentioned committee at their respective rates of pay for time spent with the Employer during regularly scheduled hours. This shall include time spent up to and including the second (2nd) step grievance meeting. It is understood that the Employer shall not be required to pay for more than two (2) employees to attend any grievance meeting and the Employer will not be required to pay nurse representatives on the grievance committee or the grievor for time spent at arbitration hearings.

- c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor.

8.04 Occupational Health and Safety Committee

- a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- b) The Employer will accept one (1) employee appointed by the Union, as a member of each Occupational Health and Safety Committee established by the Employer in accordance with the Occupational Health and Safety Act as amended from time to time.
- c) Such Committee shall identify potential dangers, hazards and means of improving health and safety programs and will recommend actions to be taken to improve conditions related to safety and health.
- d) Meetings of the Committee shall be held at least once every three (3) months, or more frequently at the call of the co-chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- e) Any representative appointed or selected by the Association and/or its' members, shall serve for a term of at least one (1) calendar year from the date of appointment.
- f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee shall be deemed to be time worked for which she shall be paid by the Employer at her regular rate of pay and she shall be entitled to such time from her work as is determined necessary by the committee. The Employer may, however, make adjustments to the employee's work schedule in order to enable the employee to carry out her duties without needing to incur overtime or other premium costs to the Employer.
- g) The Employer agrees to co-operate reasonably in providing relevant information to enable the Committee to fulfill its' functions. The Employer will use its best efforts to make all affected direct care employees aware of clients who have serious infectious diseases. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- h) The Employer shall:
 - i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;

- ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

The Worker shall,

- i) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
 - ii) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
 - iii) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
 - iv) report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.
- i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid personal leave of absence before the commencement of her pregnancy leave, or, in the case of a full-time employee, may commence a short-term disability leave in accordance with the Short-term Disability Plan provided that there is medical verification that the employee cannot work due to medical reasons. Such leave shall not extend beyond the employee's expected date of delivery, after which she shall commence her maternity leave of absence.

Should the employee not request an unpaid personal leave of absence when alternate work is not available, or should the employee not commence a short-term disability leave for which she may be entitled, the employer may require her to commence her maternity leave with the understanding that the employee would not be prohibited from utilizing any remaining lieu days, and/or paid vacation days prior to the commencement of her leave.

j) Modified Work

The Employer will notify the local Union in the event that it is unable to provide a modified work assignment/program for a nurse who, as a result of injury, illness or declining health or other medical reasons, is unable to perform the essential duties of her regular position. If requested, the Employer will meet with a staff representative of the Ontario Nurses' Association and/or a member of the Local Executive within a reasonable period of time to respond to any questions about efforts made to date, and to consider any proposals from the Union for an appropriate modified work program/placement.

The Employer will notify the Union of work accommodation needs of employees returning from an extended sick leave or WSIB leave. It is understood however, that such notification is not necessarily required for work accommodation plans of four (4) weeks or less in duration.

- k) The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.

A nurse who has been injured as a result of violent or aggressive behaviour while performing her work, will submit a written report to the Employer as soon as possible following such incident. The nurse may provide the Association with a copy of the written report if requested to do so.

The Employer will consider requests for reimbursement for damages incurred as a result of such incident. Reimbursement, where approved by the Employer, will be limited to uniforms, eyeglasses and personal clothing where authorized to wear such.

8.05 Union Representatives

- a) The Employer agrees to recognize three (3) Union representatives, inclusive of at least one (1) representative from each regional office, to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement. In the event that the Employer operates more than three (3) Regional Offices, the maximum number of Union representatives shall increase to the same number of Regional Offices.
- b) An employee may have a Union representative present, if the employee so requests, when discipline is imposed. If a Union representative is not on duty at the time, within the same geographic/program area, reasonable efforts will be made by the Employer to either reschedule the meeting to a time when a Union representative is available, or arrange for the attendance of a Union representative who is on duty within the closest geographic/program area at the time. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

8.06 The Association shall keep the Employer notified in writing of the names of the Union representatives and/or Committee members and Officers of the Local Association appointed or selected under this Article as well as the effective date of their respective appointments before the Employer is required to recognize them.

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

8.08 The Association may hold meetings on the Employer's premises providing permission has been first obtained from the Employer.

- 8.09 The Employer agrees to give representatives of the Ontario Nurses Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Employer. Such representatives shall have access to the premises only with the approval of the Employer which will not be unreasonably withheld.
- 8.10 Where a Union representative makes prior arrangements for time off from her scheduled shift, the nurse shall not be scheduled to work another shift in the same day.
- 8.11 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

ARTICLE 9 – ORIENTATION AND EDUCATION PROGRAM

- 9.01 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in educational programs. The Union supports the principle of its members' responsibility for their own professional development and the Employer shall attempt where practical to provide programs related to the requirements of the Employer. Available programs will be publicized.
- 9.02 When a nurse is on duty and is required by the Employer to attend an in-service program within the workplace, she shall not suffer any loss in pay as a result of her attendance at the in-service. When the nurse is required by the Employer to attend an in-service program outside of her regularly scheduled working hours, the nurse shall be paid for all time spent in attendance at her regular straight time hourly rate of pay.
- 9.03 Where the Employer determines that new or enhanced skills are required as a condition of employment, the Employer shall cover the initial cost of such courses determined to be appropriate by the Employer.
- 9.04 Nurses may be required, as part of their regular duties, to supervise the activities of students or to act as preceptors for other nurses and will be informed of their responsibilities in relation to these students/other nurses.
- 9.05 Technological Change
- a) The Employer undertakes to notify the Association in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the nurse within the bargaining unit.
 - b) The Employer agrees to discuss with the Association the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.
 - c) Nurses who are subject to layoff due to technological change will be given notice of such layoff in accordance with the requirements of the applicable legislation and the provisions of this Agreement.

9.06 Computer Training

Where computers are introduced into the workplace and where nurses are required to utilize those computers in the course of their duties, the Employer agrees to pay 100% of the full tuition/program cost of the Employer approved training for the nurses involved.

9.07 Educational Opportunities

Where approval has been given by the President/CEO or designate, to pay for a nurse to attend a general education session, the Employer will schedule nurses on a rotating basis.

It is understood that nurses who attend such educational sessions will share the information with co-workers at a regularly scheduled staff meeting. Written copies of the information will be provided to the Employer for distribution to those who are unable to attend as a result of their client assignment.

Educational opportunities for specialty skills or training may be distributed on a rotating basis to the appropriate specialty nurses as approved by the Employer.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURES

10.01 The Employer and the Union agree that it is important to adjust complaints and grievances as quickly as possible. It is understood that a nurse has no grievance until she has first discussed her complaint with her supervisor and the matter has not been resolved. Such complaint shall be discussed within seven (7) calendar days after the circumstances giving rise to it have occurred and failing resolution, it may be taken up as a grievance within seven (7) calendar days following her supervisor's decision in the manner and sequence outlined below.

10.02 A formal grievance is defined as an alleged difference over the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, and indication of the article(s) of this Collective Agreement to have been violated and must be filed no later than seven (7) days following the supervisor's decision as per Article 10.01 above.

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

Step #1

The employee may submit a grievance in writing to the Program Director or designate who shall give her decision within seven (7) calendar days of receipt of the grievance.

Step #2

If the grievance is not satisfactorily resolved at Step#1, the employee may submit the written grievance to the President/CEO or designate within seven (7) calendar days

following the decision in Step #1. A meeting will be held between the Employer and the grievance committee within fourteen (14) calendar days of the referral or such other time mutually agreed by the parties. It is agreed that a staff representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at the meeting. The Employer's decision will be delivered in writing to the Bargaining Unit President within seven (7) calendar days of the meeting. A copy of the Step 2 grievance reply will be provided to the Labour Relations Officer of the Association.

- 10.04 A claim by an employee who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step #2 within seven (7) calendar days after the date the discharge or suspension is imposed.

A claim by an employee that she has been unjustly disciplined (other than discharge or suspension) shall be treated as a grievance lodged by the employee in accordance with the time limits and procedures set out in Article 10.02 and 10.03.

The parties recognize that the standard of just cause for discipline or discharge of a probationary employee during the probationary period should take into account the purpose of the probationary period.

- 10.05 At any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her union representative.

10.06 Group Grievance

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

10.07 Policy Grievance

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

10.08 Arbitration

Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within

thirty-four (34) calendar days after the decision under Step #2, it will be deemed to have been received within the time limits.

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

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

- 10.09 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance and arbitration procedure.
- 10.10 Each party shall pay its own expenses including those for its nominee and witnesses and the fees and expenses of the chairperson shall be borne equally by the parties.
- 10.11 The Arbitration Board shall not be empowered to alter, modify, add to or amend any part of this Collective Agreement, or to make any decision which is inconsistent with the provisions of this Collective Agreement.
- 10.12 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.
- 10.13 The time limits and procedures set out in the Grievance and Arbitration provisions herein are mandatory and failure to comply with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned.
- 10.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, when there is no majority the decision of the chairperson, will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 10.15 Wherever arbitration board is referred to in this Collective Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.
- 10.16 All agreements under the grievance procedure between the representatives of the Employer, and the representative of the union will be final and binding upon the Employer, the Union and the nurse(s).

ARTICLE 11 - SENIORITY

- 11.01 Seniority for employees within the bargaining unit shall accumulate from the last date of hire, except as otherwise provided herein. Seniority accrual for full-time and part-time employees shall be determined as follows:

a) Full-time Seniority

Seniority for full-time nurses will be expressed in number of years and will accumulate on the basis of 365 calendar days equals one (1) year, except as otherwise provided herein.

b) Part-time Seniority

i) Seniority for part-time nurses will be expressed in number of years and will accumulate on the basis of hours paid in the bargaining unit from the last date of hire, except as otherwise provided herein. It is recognized that 1500 hours paid equals one (1) year of full-time service. The seniority list shall also reflect the equivalent number of hours paid which correspond to the number of years noted on the seniority list.

11.02 Probationary Employees

a) The probationary period for full-time and part-time nurses shall be the equivalent of four hundred and fifty (450) hours worked from date of last hire. The probationary period may be extended by mutual agreement, in writing, between the parties. The release of an employee during her probationary period shall not be the subject of a grievance.

b) While the release of an employee during her probationary period shall not be the subject of a grievance, the Employer agrees to notify the Union of the release of a probationary employee to enable the Union with the opportunity to represent the employee should the employee request.

The Employer agrees to meet with the Union, if such a request is submitted within three days of the release of the employee, to discuss the reasons for the termination.

11.03 a) There shall be separate seniority lists for all full-time and part-time employees who have completed their probationary period. Separate lists shall also be maintained for each regional area/separately funded program (including Hamilton and Brant as separate programs/lists). A copy of the seniority lists shall be filed with the local Union office and posted on the union bulletin board at each work site office in January and June of each year.

b) While seniority lists are maintained for each individual region/separately funded program, there shall be a corporate seniority list prepared which shall include all bargaining unit employees employed at all locations, for the purpose of establishing seniority rights between locations/programs which are specifically defined within this Agreement.

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

11.04 A nurse's full seniority shall be retained in the event that she is transferred from full-time to part-time or vice-versa or in the event that she is transferred from casual to regular part-time or vice-versa. A nurse whose status is changed from full-time to part-time

shall receive credit for her seniority on the basis of fifteen hundred (1500) hours paid for each year of full-time seniority. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority on the basis of one year of seniority for each fifteen hundred (1500) paid hours. Any time worked in excess of equivalent shall be pro-rated at the time of transfer. It is understood and agreed, however, that in no circumstances will the date obtained by such transfer formula pre-date the nurse's date of last hire.

- 11.05 a) For full-time nurses, seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
- i) on an approved leave of absence with pay;
 - ii) on an approved leave of absence without pay for a period of six (6) months or less;
 - iii) in receipt of paid sick leave from SJHC;
 - iv) for a period of 1 year in respect of WSIB Compensation for any injury sustained while in the course of her employment with SJHC;
 - v) on pregnancy or parental leave.

In the case of a regular part-time employee, seniority shall accumulate on the basis of what the employee's regular hours of work would have been had she not been on such leave for periods referred to in i), iv) and v) above.

- b) For full-time and regular part-time nurses, seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- i) on an approved leave of absence without pay for part-time employees and on an approved leave of absence without pay for the period greater than six (6) months for full-time employees;
 - ii) on unpaid sick leave;
 - iii) for a period of less than twenty-four (24) months after lay-off;
 - iv) in receipt of WSIB for a period greater than 1 year.
 - v) during a period of lay-off;
- c) A full-time or part-time nurse shall lose all service and seniority and shall be deemed to be terminated if she:
- i) resigns; retires
 - ii) is discharged and not reinstated under the grievance and/or arbitration procedure;

- iii) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Association of such absence and providing a reasonable explanation to SJHC;
 - iv) fails to report for work as scheduled at the end of a leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer or utilizes a leave of absence for purposes other than that for which the leave was granted;
 - v) fails, upon being notified of a recall, to signify her intentions to return to work within five (5) days after she has received her notice or recall mailed by registered mail to her last known address according to the records of the Employer and fails to report to work at such time as has been mutually agreed upon by the parties unless there is a reasonable explanation given to the Employer;
 - vi) is laid off for a period of twenty-four (24) months;
 - vii) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate client care, unless there is a reasonable explanation given to the Employer.
 - viii) is absent from work due to illness or disability for a period of twenty-four (24) months from the time such absence commenced. This clause shall be interpreted in a manner consistent with the Human Rights Code.
 - ix) For regular part-time and casual employees, has not worked in a period of twelve (12) months for any reason. This clause shall not be interpreted in a manner inconsistent with the Human Rights Code.
- d) Where it is known that an employee in receipt of Workers' Compensation or long term disability will be absent from work for a period of twenty-four (24) months or more, the Employer may permanently fill the position. In the event that the position is permanently filled and a prognosis of the employee's likely return to work has not yet been established, the employee shall retain the right to exercise her seniority to displace the most junior nurse within the same classification, status and contracted area/specially funded program unless, and until such time that, it is determined that the employee is not likely to return to regular employment with the Employer.

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

11.06 Position Outside the Bargaining Unit

- a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than one (1) year shall retain, but not accumulate, her seniority held at the time of the transfer. In the event that the nurse is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of

transfer and resume accumulation from the date of her return to the bargaining unit.

- b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she will lose all seniority held at the time of transfer. In the event that the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her return to the bargaining unit.
- c) A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she/he will lose all seniority held at the time of the subsequent transfer.

ARTICLE 12 – JOB POSTING (Applicable to full-time and regular part-time vacancies only)

- 12.01 a) Where a permanent vacancy (including a new position) occurs in the bargaining unit, the Employer will post a notice of such vacancy for seven (7) calendar days. Nurses shall submit written applications for the vacancy within the period indicated on the notice. Where such technology exists, all job postings will be put on voicemail.
 - b) Employees shall be selected for posted positions on the basis of their skill, ability, experience and qualifications established by the Employer. Where these factors are relatively equal, the most senior applicant shall be given preference provided that the senior applicant can perform the work.
 - c) Should there be no suitable applicants from within the bargaining unit, the Employer may hire a nurse from outside the bargaining unit.
 - d) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
 - e) A nurse selected as a result of a posted vacancy need not be considered for a further vacancy for a period of six (6) months for the date of her selection unless mutually agreed otherwise.
- 12.02 Nurses from within the bargaining unit shall be given first opportunity to fill temporary vacancies expected to exceed thirty (30) days provided they are qualified to perform the work in question, in accordance with article 12.01 (b). The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which give rise to the temporary vacancy unless the time period is extended by mutual agreement.

Part-time employees selected to fill such vacancies shall remain part-time and continue to be covered by the provisions of the collective agreement applicable to part-time employees. Full-time employees selected to fill such vacancies shall remain full-time and continue to be covered by the provisions of the collective agreement applicable to full-time employees.

Temporary vacancies may be discontinued and newly hired employees may be released or discharged at the completion of the temporary vacancy.

12.03 Request for Transfer

Annually, a nurse may make a written request for a transfer by advising the Employer and filing a Request for Transfer form provided by the Human Resources Department indicating name, qualifications, experience, present area of assignment, seniority and requested area of assignment/hours of work. A Request For Transfer shall become active as of the date it is received by the Employer and shall remain in effect until December 31st of each year. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling out of a posted vacancy.

ARTICLE 13 – LAY-OFF AND RECALL

- 13.01 a) In the event of a layoff of a permanent or long term nature of full-time and part-time nurses, the Employer will provide the Union with thirty (30) calendar days notice. Notice to the employee may run concurrently.
- b) In the event of a layoff, employees shall be laid off in reverse order of seniority, within their classification, contracted area/separately funded program, provided that the employees retained are able to perform the work on the basis of the criteria established in Article 13.02 b).
- 13.02 A full-time employee in receipt of notice of layoff of a permanent or long-term nature shall elect one of the following options:
- a) accept the layoff, or be transferred to casual status, or
- b) be transferred to a vacant full-time position in any contracted area/separately funded program, if one is in existence. Where two or more employees are on notice of lay-off and elect to transfer to a vacant position, the transfer shall be determined on the basis of qualifications, skill, ability and efficiency to perform the work with the least amount of disruption to the continuity of service, and where these factors are relatively equal, the decision shall be made on the basis of seniority.
- 13.03 In the event that the employee does not elect to accept the lay-off or to be transferred to casual status as per 13.02 a) above, and in the event that a full-time position does not exist to which she may be transferred to in accordance with article 13.02 b) above, the employee may then elect to displace more junior employees or elect to accept the lay-off/be transferred in the following order:
- a) displace the least senior full-time employee within the same contracted area/separately funded program, provided that the senior employee is able to perform the available work in accordance with the selection criteria set out in article 13.02 b) above;

- b) accept the lay-off or transfer to casual status or displace the least senior full-time employee in another contracted area/ separately funded program provided that the senior employee is able to perform the work in accordance with the selection criteria set out in article 13.02 b) above.

The parties agree that in order to minimize the disruption of continuity of care to existing clients, the employer may limit the number of employees that will be permitted to bump into a specific contracted area/separately funded program from other contracted areas/separately funded programs to no more than two (2), part-time and full-time employees combined, within a six (6) month period. If an employee is prevented from displacing into another contracted area/separately funded program as a result of the application of this article, the employee is limited to the election of the remaining options contained herein;

- c) accept the lay-off or transfer to casual status or displace the least senior regular part-time employee within the same contracted area/separately funded program or displace the least senior part-time employee in another contracted area/ separately funded program provided that the senior employee is able to perform the work in accordance with the selection criteria set out in article 13.02 b) above. The parties agree that in order to minimize the disruption of continuity of care to existing clients, the employer may limit the number of employees that will be permitted to bump into a specific contracted area/separately funded program from other contracted areas/separately funded programs to no more than two (2), part-time and full-time employees combined, within a six (6) month period. If an employee is prevented from displacing into another contracted area/separately funded program as a result of the application of this article, the employee is limited to the election of the remaining options contained herein.

13.04 A regular part-time employee in receipt of notice of layoff of a permanent or long-term nature shall exercise her rights in accordance with the Collective Agreement, commencing with step c) of article 13.03 above.

13.05 An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his/her intention to do so, in writing, within seven (7) calendar days after receiving the notice of layoff.

13.06 The cancellation of a full or partial shift shall not be deemed or interpreted to be a lay-off.

13.07 Employee's employed in one contracted area or funded program may not displace employees employed in another contracted area or funded program except as provided for in Article 13.03 b) above. Employees who have been laid off, transferred or displaced through the provisions of this article shall, however, be placed on a combined master recall list for the purpose of recall to any contracted area or program as set out below.

13.08 Recall From Lay off, Transfer or Displacement

- a) Employees who have been laid off, transferred or displaced through the provisions of articles 13.01 to 13.04 above, shall be placed on a recall list for a period not to exceed twenty-four (24) months, for the purpose of recall from such

lay off, transfer and/or displacement, up to the point of returning to their original contracted area/ program, and/or employment status with the employer.

- b) Employees shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Union, provided that the senior employee on the recall list is able to perform the available work on the basis of the selection criteria set out in article 13.02 b) above.
- c) Employees who have been laid off will be required to return to work within seven (7) days of receiving a notice of recall. Notice of recall will be hand delivered or by registered mail to the last address on record with the Employer (which notification shall be deemed to be received on the fifth day following the date of mailing). The seven (7) day period may be extended to fourteen (14) days if the employee has obtained an alternate job and must give two (2) weeks notice to the other employer. The employee is solely responsible for her proper address being on record with the Employer.
- d) Employees who have been transferred or displaced through the above provisions will be required to elect to accept, or not to accept, a position and/or status change resulting from the circumstances described in article 13.08 a) and b) above. The election must be made in writing within five (5) business days of receiving a notice of such vacancy.
- e) The provisions of this article shall be deemed to be satisfied and the employee shall be removed from the recall list at the earlier of the expiry of twenty-four (24) months after lay-off, transfer or displacement or when recalled, transferred or placed under the provisions of Article 13.08 a) above.

It is understood that a decline to be recalled, transferred or placed from the recall list shall not remove the employee from the list prior to the expiry of twenty-four (24) months from the date of lay-off, transfer or displacement.

The Employer reserves the right to by-pass the employee on the recall list if the employee has declined recall to a similar position/status, contracted area/program, unless notified in writing by the employee that the employee wishes to be considered once again for a similar position/status, contracted area/program.

- f) An employee shall be removed from the recall list and all recall rights to employment will be terminated in the event of failure of the employee to meet the recall provisions as outlined in Article 13.08 c) above.
- g) A decline of recall by an employee, when exercised within the provisions of this Article, shall not extend the length of time that the employee is on the recall list beyond the initial twenty-four (24) month period. It is understood however, that in the event that an employee declines a recall, transfer or placement and continues to remain on the recall list, any statutory obligations placed on the Employer, such as eligibility for severance pay as per the Employment Standards Act, shall be deemed to have been met and there shall be no further monies owing to the employee as a result.

13.09 For the purpose of this Article, Hamilton-Wentworth and Halton will be considered the same contracted area for CCAC visiting contracts.

ARTICLE 14 – LEAVES OF ABSENCES

14.01 Written requests for personal leaves of absence without pay for educational or personal reasons will be considered on an individual basis by the employee's manager or her designate. Such requests are to be submitted as far in advance as possible with a minimum notice of four (4) weeks except in cases of emergency or if the Employer determines that service needs and staffing requirements can accommodate a leave on shorter notice. A written reply will be given as soon as possible. Such leave shall not be unreasonably withheld. Except in unusual circumstances, a leave of absence other than for educational reasons will not be granted until one year's continuous service has been completed.

14.02 Union Leave

a) Subject to service needs and staffing requirements, leave of absence without pay, and without loss of service or seniority, to attend Union business such as conferences, conventions and union education days will be granted to nurses based on the following conditions:

- i) Requests for such leave shall be made in writing by the Union to the Employer giving as much notice as possible, with a minimum of fourteen (14) calendar days advance notice. The Employer shall indicate in writing whether or not the request has been approved.
- ii) Not more than two (2) nurses from any one contracted area/specially funded program at any one time will be allowed such leave.
- iii) Such leave shall not exceed more than forty (40) days in aggregate for all contracted areas/separately funded programs combined, per fiscal year.
- iv) Where such leave has been granted under subsection (i), the Employer shall maintain the nurse's salary and benefits. The local Union agrees to reimburse the Employer in the amount of the daily rate of the nurse plus an amount for any applicable subsidized benefits. The Employer will bill the local Union within a reasonable period of time and the Union will reimburse the Employer within thirty (30) calendar days.

b) Union Board of Directors

A nurse who is elected to the Board of Directors of the Union shall be granted leave of absence without pay to attend Board meetings, upon application in writing with a minimum of ten (10) calendar days advance notice. Leave of absence under this provision shall be in addition to the leave provided in Article 14.02 above. During such leave, the salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in

the amount of the full cost of such salary and applicable benefits. Seniority shall continue to accumulate during such leave.

c) Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive years. There shall be no loss of service or seniority for a nurse 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. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurse's Association. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of such return.

14.03 Bereavement Leave

An employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for up to three (3) working days without loss of regular pay, provided that the three (3) days fall within the three (3) day period before and the three (3) day period following the funeral and is inclusive of the day of the funeral.

An employee may elect to take one of the three days, of which the employee is entitled to under this Article, for a memorial service or other event associated with the deceased member of the employee's family which may take place at a later date.

Immediate family for the purposes of this section, shall mean spouse, child, parent, sister, brother, mother-in-law, father-in-law, son/daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, and grandparent of spouse.

In the event of the death of an aunt, uncle, niece or nephew, the Employer will allow the employee to take a lieu day, vacation day or float day for the purpose of attending the funeral.

The Employer, in its discretion, may extend such leave with or without pay.

14.04 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from her duties with the Employer, she shall not lose her regular pay for scheduled working hours because of such attendance provided that she:

- a) notifies the Employer immediately after she has been notified that she will be required to attend court or an inquest;
- b) presents proof of service requiring her attendance;

- c) deposits with the Employer the full amount of compensation received excluding mileage, travel and meal allowance and an official receipt where applicable.
- d) the employee returns to her/his regular duties in accordance with the employee's regular schedule, at every possible opportunity during the period of time he/she is serving as a juror or attending an inquest, so long as this does not violate the scheduling provisions of the Collective Agreement. The employee is not required to report to work if he/she has already reported to court that particular day.

14.05 Pregnancy and Parental Leave

Pregnancy and 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 as soon as possible but no less than 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. The employee will confirm her intention to return to work on the date originally provided to the Employer by written notification received by the Employer at least four (4) weeks in advance thereof. Nurses newly hired to replace nurses who are on approved leave may be released at the completion of the temporary vacancy. If retained by SJHC in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. SJHC will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- 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) A nurse shall continue to accumulate seniority and service rights and shall continue to participate in the pension plan and group benefits plans in accordance with the provisions of the plans unless she elects in writing not to do so. The Employer will continue to pay its share of the premiums for subsidized benefits in which the employee is participating for the entire period of the leave, unless the employee does not intend to pay her contributions. The nurse will make arrangements to prepay the Employer the full premium for any applicable subsidized benefits during the period of leave in excess of thirty (30) calendar days to ensure continuing coverage.
- e) Parents are 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.

- f) Seniority accrual for part-time employees, where granted under this Article or under related legislation, shall be based on the employees weekly hours of work immediately prior to the commencement of the leave, as reported on the Record of Employment per Federal legislation.

14.06 Personal Leave Days

Each full-time and regular part-time employee shall be entitled to ten (10) unpaid Emergency Leave Days as provided for under the Employment Standards Act. The applicable section of the Act will be appended to but not form part of the Collective Agreement. Employees will be allowed to take three (3) of the ten (10) unpaid days as personal confidential days.

The Employee shall provide the employer with as much notice as is reasonably possible under the circumstances.

14.07 Pre-paid Leave Plan

Effective upon ratification, the Employer agrees to introduce a prepaid leave program, funded solely by the nurse, subject to the following terms and conditions.

- a) The plan is available to nurses wishing to spread four (4) years salary over a five (5) year period, in accordance with government Income Tax Regulations, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Supervisor 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 the leave.
- c) The number of nurses that may be absent at any one time shall not exceed two (2) staff. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Bargaining Unit President and the Employer.
- d) Written applications will be reviewed by the Supervisor or her designate. Leaves requested for the purpose of pursuing further formal nursing education and/or family obligations will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual 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. During the year of leave, seniority will accumulate. Service for the purpose of salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee may apply for a continuance of benefits for the year of the leave and must pay both portions (i.e., the employer and employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier. The nurse will make arrangements to pay the Employer the full premiums for any applicable benefits during the period of the leave, in the month that they are due, to ensure continuing coverage. Contributions to the pension plan will be in accordance with the Plan. Full-time nurses will not be eligible to participate in the disability income plan during the year of the leave.
- i) A nurse may withdraw from the plan at any time during the deferral portion provided that three (3) months notice is given to the Supervisor or designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. It is the sole responsibility of the employee to provide evidence of justifying financial hardship in the event of an audit.
- j) 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.
- k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given notice of layoff and shall exercise her or his rights under Article 13 of the Collective Agreement.
- m) Final approval for entry into the pre-paid leave 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 14.07 of this Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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.
- n) Vacation shall not accrue during the period of time that the employee is on leave.

ARTICLE 15 – HOURS OF WORK AND SCHEDULING

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

- 15.01 a) The regular hours of work for all full-time nurses shall be:
- i) seven and one half (7.5) hours per day, exclusive of a one half ($\frac{1}{2}$) hour unpaid meal period and inclusive of two (2) paid fifteen (15) minute breaks and reasonable travel time, or
 - ii) eleven and one-quarter (11.25) hours per day for extended tours, exclusive of a forty-five (45) minute unpaid meal break and inclusive of three (3) paid fifteen (15) minute breaks and reasonable travel time.
- b) The regular hours of work for a full-time nurse shall be seventy-five (75) hours per two (2) week period.
- c) Without altering the full-time or part-time status of employees, adjustments to the regular hours of work may be made dependent on the client caseload. Where such adjustments are made, pay will only be for hours worked. It is understood however, that where it is reasonable and practical to do so, the caseload of a part-time employee will be reduced in reverse order of seniority before that of a full-time employee. The same principle of reverse order seniority shall apply in the event that it becomes necessary to cancel the shift or partial shift of a full-time employee.
- 15.02 All nurses shall be entitled to rest periods on the basis of fifteen (15) minutes during each half shift.
- 15.03 a) The work schedule for full-time and regular part-time nurses will be posted two (2) weeks in advance and shall cover a minimum of a four (4) week period.
- b) Casual relief nurses will advise the Employer of their availability when requested. Such nurses shall be expected to call in within designated times on the evening before they have indicated they are available to check if they have been scheduled.
- c) Nurses may divide their daily and/or weekly hours of work in a flexible manner, for example, split shifts of two (2) parts or more or a combination of shorter and longer shifts, if requested by the employee and mutually agreed with the Employer. Nurses working under such arrangements shall not be entitled to premium pay, unless approved by the Employer.
- d) The posted work schedule shall provide for a minimum of sixteen (16) hours off between scheduled shifts unless otherwise mutually agreed between the employer and the nurse.
- e) A nurse shall not be scheduled to work more than seven (7) consecutive shifts unless mutually agreed by the Employer and the nurse concerned.

- f) A request for an exchange of shifts set out in the posted schedule must be submitted in writing in advance of the exchange and signed by the nurses requesting the exchange. It is understood and agreed that such requests for exchange shall be subject to the approval of the immediate supervisor and shall not result in any premium payment.
 - g) Nurses may be scheduled to work an average of one (1) in three (3) weekends. Nurses may be scheduled to work more than an average of one (1) in three (3) weekends if mutually agreed between the Employer and the employee or between the Employer and the Union.
 - h) The parties agree that all employees are hired into the 'Nursing Program' and although an employee may be primarily assigned to either 'visiting' or 'shift' work, employees may be assigned at the discretion of the Employer to work a combination of visiting and shift nursing as needed, with the understanding that a senior nurse will not be cancelled to accommodate a junior nurse
 - i) Employees hired on or after August 15, 1999 may be scheduled for combined visiting and shift care assignments. Visiting nurses hired prior to August 15, 1999 may be scheduled for shift care in the following circumstances:
 - i) for the purpose of continuity of client care, when the client is already in the care of members of the visiting pod;
 - ii) when there are unassigned shifts which can be assigned to visiting nurses who do not have a full caseload. The Employer will endeavour to assign such work to full-time employees before adding to the caseload of part-time employees;
 - iii) where a visiting nurse has previously indicated, in writing, that she will accept shift care that cannot be assigned to shift care nurses;
 - iv) no nurse hired prior to August 15th, 1999 will be required to accept evening/night shift care assignments without her consent.
- 15.04 a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 15th. Without restricting the Employer's rights within this Agreement to make changes to the Christmas and New Years' schedule, a listing of staff required to work either Christmas or New Years' will be posted by November 1st of each year.
- b) A nurse shall not be scheduled to work both Christmas and New Year's unless mutually agreed between the Association and the employee.
 - c) A nurse may request three (3) consecutive days off over Christmas or New Year's, in alternating years. Where a nurse requests such time off, she will be scheduled off work, where possible. The Union recognizes that the Employer must be in a position to maintain adequate staffing at these times in finalizing this particular scheduling.

This clause does not apply to nurses who have been scheduled to be off on Christmas Day, Boxing Day and New Year's Day.

- d) The employer shall maintain a list of nurses who worked either Christmas or New Years to ensure that they are scheduled in the subsequent year to work the alternating holiday. Where it is not possible to schedule all employees to work the alternating holiday, junior employees will be required to work the same holiday as the previous year, before requiring the more senior employees to work, unless mutually agreed otherwise. The employer will consider preferred time off on either Christmas or New years where there are sufficient volunteers to work the holidays. Where such is the case, employees shall be granted their preferences on a seniority basis. Employees who fail to submit a holiday preference as required by the Employer, will be scheduled to work one of the holidays.

15.05 Part-time Scheduling

a) Minimum Availability – Regular Part-time

Regular part-time employees will be prescheduled as determined by the Employer to work up to:

- i) 3 days per week;
- ii) 1 weekend out of 3;

The Employer will accept additional availability for call-in assignments or additional hours over and above the employee's normal schedule rotation.

- b) Regular part-time nurses shall be given the opportunity to work on their regularly scheduled day in accordance with their seniority, subject to their requisite skills, geographic considerations, continuity of care and availability. Efforts shall be made to distribute work on an equitable basis provided that junior employees are not offered more hours than senior employees, it being understood that this article does not apply to new employees who have been assigned additional hours within the first four (4) weeks of their employment.
- c) The Employer shall endeavour to assign available shifts to regular part-time nurses before the work is offered to casual nurses. Such work shall be assigned according to the nurses' requisite skills, geographic considerations, continuity of care and availability of nurses.
- d) The Employer will endeavour to assign work for casual nurses on an equitable basis giving consideration to the requisite skills and continuity of care.
- e) The above provisions shall not apply to familiarization/orientation programs and/or performance/skills improvement programs.

15.06 No nurse will be scheduled to work in a charge assignment unless mutually agreed to between the nurse and the Employer.

15.07 Innovative Scheduling

Schedules other than those that may be included in the Collective Agreement may be developed in order to improve the quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost efficiency. The parties agree that such innovative schedules may be determined locally by the Employer and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Employer and the Union;
- (b) These schedules may pertain to full-time and/or part-time nurses;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties and shall be appended to the Collective Agreement. Such schedules may be discontinued by either party with notice as pre-determined between the parties;
- (d) Upon written agreement of the Employer and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative schedules.

ARTICLE 16 – PREMIUM PAY

16.01 All time worked in excess of a ten (10) day, seventy-five (75) hour fortnight over a two (2) week period on average in a four (4) to six (6) week rotation or in excess of a seven and one-half (7.5) hour day (11.25 hours for extended tours) shall be considered as overtime subject to the following conditions:

- a) The nurse is pre-authorized by her manager or designate to work overtime.
- b) All nurses who work overtime, for work assigned to the nurse by the Employer after she has worked a seven and one-half (7.5) hour day (11.25 hours on extended tours) shall receive payment at the rate of time and one-half (1.5). Time up to and including fifteen (15) minutes shall not be counted. Such compensation will be in the form of payment only.
- c) Overtime will not be paid when the time change is made from Daylight Saving Time to Eastern Standard Time or vice-versa.
- d) Overtime premium will not be duplicated for the same hours worked under Article 15 Hours of Work and Scheduling nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this collective agreement. Nothing herein will disentitle the nurse to payment of the normal shift premium provided herein.
- e) If a nurse requests to work additional hours beyond seven and one-half hours (or 11.25 hours on extended tours) or in excess of 75 hours in a two week period, she shall be paid at her straight time hourly rate provided that the additional hours do not exceed 88 hours in a two week pay period. It is understood that these additional hours shall not exceed forty-eight (48) hours in a week.

16.02 Reporting Allowance

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

16.03 Shift Cancellation

- a) If a nurse's scheduled tour for visiting nursing is cancelled with less than two (2) hours notice in advance of the starting time of the scheduled shift for visiting nursing, she will receive two (2) hours pay at her regular rate. A cancellation of all or part of a single shift shall not be considered a layoff.
- b) In the event that it becomes necessary to cancel a nurse's shift, shifts of part-time nurses will be cancelled before those of a full-time nurse. Shift cancellation will also be done in the reverse order of seniority wherever possible.
- c) Cancellation of a Shift on a Stat Holiday

In the event that it becomes necessary to cancel a previously scheduled shift on a Statutory /Recognized Holiday, the cancellation shall be offered to employees in order of seniority, subject to geographic considerations, requisite skills and continuity of care, commencing with the most senior employee scheduled. If such is the case, managers/supervisors, shall ensure that any lieu days already scheduled by the employee for the stat holiday are replaced with alternate lieu days, vacation days or added back to the schedule.

16.04 Back-up and On-call Premiums

- a) "Back-up" refers to an individual who acts as a back-up nurse to come in to work if needed by the Employer.
- b) "On-call" refers to a nurse who is required to take calls when off duty.
- c) Premiums for "On-call" or "Back-up"

When a nurse is assigned to be "on-call" or "back-up", she shall receive an on-call or back-up premium of \$3.00 per hour, or \$3.25 per hour on a weekend or statutory holiday, for each hour that she is required to be on-call or back-up.

- d) If the nurse who is on back-up is required to come in to work, she shall receive her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours work or pay in lieu.
- e) If the nurse who is on-call is required to come in to work, she shall receive time and one half (1 ½) her straight time hourly rate with a minimum guarantee of three (3) hours pay at her straight-time hourly rate during the hours she was to be off duty. Nurses who are on call will be paid a \$5.00 premium for each call initiated through SJHC during the designated on-call hours referred to above.

The premium shall not be paid if the nurse is required to come in to work in response to the call.

- f) The on-call and/or back-up premium shall cease when the nurse arrives for duty upon being called in to work.
- g) If there are no volunteers to pick up the “on call” or “back up”, nurses will only be assigned on-call or “back up” on days they are scheduled to work. The assignment will be based on reverse seniority (least senior).

16.05 Shift Premium

- a) A nurse shall be paid a shift premium of seventy-five (\$.75) cents per hour for all hours worked on the evening shift and one-dollar (\$1.00) per hour for all hours worked on the night shift.
- b) Where nurses are assigned shift nursing work assignments, a premium of \$.75 per hour shall be paid, for all hours worked on such assignment, between the hours of 7 pm and 7 am. This provision shall not apply to nurses for whom the Employer permits flexible hours of work.
- c) The shift premium is not payable for hours for which the nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premium payable under the provisions of this Collective Agreement.

16.06 Week-end Premium

- a) If the nurse is required to work more than 1 in 3 week-ends and she has not mutually agreed, she shall be paid at time and one half of her base hourly rate for the additional week-end hours worked, save and except where:
 - i) Such week-end has been worked by the nurse to satisfy specific days off requested by the nurse; or
 - ii) Such nurse has requested week-end work; or
 - iii) Such week-end is worked as the result of an exchange of shifts with another nurse.
- b) The Employer will pay a \$1.35 week-end premium for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon.

It is understood, that in the event that the employee is eligible for premium payment for week-ends worked pursuant to Article 16.06 a) above, then the \$1.35 premium payment shall not apply.

Note: Nurses who work evenings on the weekend are entitled to both the evening and weekend premiums.

16.07 Charge Allowance

Where a nurse is assigned to charge duties, such nurse shall receive \$1.00 per hour in addition to her straight time hourly rate.

ARTICLE 17 – DESIGNATED HOLIDAYS (full-time only)

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

New Years Day	Family Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day		

Full-time employees shall be entitled to one (1) –float day per calendar year. Subject to any restrictions within the Collective Agreement. The float day may be taken between January 1 and December 31 of any given year. To be eligible for the Float day an employee must be employed for a minimum of six (6) months.

Float Day Requests

Written requests for the use of the float day will be granted on the basis of seniority, availability of replacement staff, and the efficient operation of SJHC and continuity of service to the clients of SJHC provided that such requests are received with a minimum of fourteen (14) days written notice. Such requests shall be responded to within five (5) calendar days of the request. Exceptional circumstances may be considered by the Employer for requests submitted with less than 10 days written notice.

Float days not taken within the calendar year, will be paid out to the employee in January of each year.

- 17.02 a) A nurse who is required to work on any designated holiday listed above (excluding floats) shall be paid at time and one-half (1 ½) her regular straight time hourly rate of pay for all time worked on such holiday.
- b) A full-time nurse will be entitled to a designated holiday off with pay or, if she has worked on a holiday, a lieu day off with pay provided:
- i) She works her scheduled work day on each of the scheduled working days immediately preceding and following the actual holiday.
 - ii) She has been employed by the Employer for at least three (3) months preceding the holiday.
 - iii) She has worked within fourteen (14) days of the holiday in question and is absent due to illness or accident confirmed by a medical certificate.
- c) An employee who qualifies for holiday pay and who is absent on sick leave shall not be entitled to receive sick leave pay in addition to her holiday pay.

- d) An employee who is scheduled to work on a paid holiday and who fails to do so shall lose her entitlement to holiday pay unless her absence is due to illness verified by a doctor's certificate, if required by the Employer.
- e) Lieu days will be taken at such times as are mutually agreed between the nurse and her immediate supervisor within a thirty (30) day period prior to or following the holiday. Lieu days will be paid out if not taken within ninety (90) days.

17.03 If one of the above mentioned holidays occurs on an employee's regular day off or during her vacation period, the employee will receive an additional day off with pay in lieu thereof.

17.04 All FT and RPT employees are assigned a care team upon employment at SJHC. Care team number will determine the weekend to be worked as well as the stat holidays to be worked during the fiscal year. Each care team is assigned statutory holidays that they are required to work. See examples below:

Beginning April 1, 2008 until March 31, 2009 care teams are as follows:

1. GF, VD, CH, FD
2. LD, XD, BD
3. CD, TD, NYD

At the beginning of each fiscal year statutory holidays are rotated so that care team one takes on those of two; two takes on those of team three and three takes on those of number one.

This rotation shall be posted. The current care team list shall be posted on the bulletin board and updated as needed.

Example beginning April 1, 2009 and completing March 31, 2010 care teams are as follows:

1. LD, XD, BD
2. CD, TD, NYD
3. GF, VD, CH, FD

ARTICLE 18 - VACATION

18.01 Full-time Employees

- a) For the purpose of calculating vacations and eligibility, the vacation year shall be April 1st to the following March 31st. Vacation shall be taken in the same vacation period in which it is earned.
- c) Eligibility for vacation with pay for work performed by full-time employees shall be calculated at the employee's attained rate on the following basis:

- i) Employees who have less than one year of full-time seniority as of March 31st, shall be entitled to a vacation on the basis of 1.25 days for each completed month worked;
 - ii) Employees who have completed one (1) or more years of seniority but less than three (3) years of seniority shall be entitled to vacation, calculated on the basis of 1.25 days for each completed month worked, up to a maximum of fifteen (15) days.
 - iii) Employees who have completed three (3) years but not more than fourteen (14) years of seniority shall be entitled to a vacation, calculated on the basis of 1.667 days for each completed month worked, up to a maximum of twenty (20) days.
 - iv) Employees who have completed fourteen (14) years but not more than twenty-three (23) years of seniority shall be entitled to vacation, calculated on the basis of 2.083 days for each completed month worked, up to a maximum of twenty-five (25) days.
 - v) Employees who have completed twenty-three (23) or more years of full-time seniority shall be entitled to vacation, calculated on the basis of 2.5 days for each completed month worked, up to a maximum of thirty (30) days.
- d) Since vacation is taken in the vacation year for which it is earned, it is likely therefore, that an employee will take his/her full entitlement prior to it being fully earned. In the event that the employee terminates employment prior to the March 31st vacation year ending, repayment of vacation which was taken but unearned will be in accordance with Article 18.02 below.
- e) Where the normal work week is less than 37.50 hours, the above entitlements shall be adjusted to a pro-rata lesser amount.

18.02 Full-time Employees-Effect on Termination

- a) When an employee resigns or is terminated by the Employer for any reason, full payment for vacation earned, but not taken, will form part of the employee's termination pay. If vacation has been received by the employee over and above the vacation he/she is entitled to pursuant to the terms of this Agreement, here shall be deducted from the salary of the employee, or refunded to the Employer by the employee, an amount equivalent to the pay for vacation received without entitlement.
- b) An employee who resigns his/her employment with less than two (2) weeks notice shall be entitled only to the vacation provided in the Employment Standards Act.

18.03 Part-time Employees

- a) Part-time employees shall be entitled to vacation pay which is included in the percentage paid in lieu of benefits, pension, vacation and statutory holidays as

per Article 22.07. Part-time employees must take a minimum of two (2) weeks vacation per year, as outlined below, and may request additional vacation time in accordance with their seniority, however, the maximum time granted during the month of March shall be two (2) weeks and the maximum time granted for the period between June 15 and September 15 shall be two (2) weeks in each of those periods. Since part-time employees receive vacation pay in advance of their vacation, ie. with their regular pay, part-time employees are entitled to the following maximum vacation time off, without further compensation:

- i) Employees who have been employed for at least one continuous year but have accumulated less than three (3) years of seniority as of December 31st of the previous year shall be entitled to a vacation time off of ten (10) days on the basis of .833 days for each completed month worked;
 - ii) Employees who have completed three (3) years but not more than fourteen (14) years of seniority as of December 31st of the previous year shall be entitled to a vacation time off of fifteen (15) days on the basis of 1.25 days for each completed month worked;
 - iii) Employees who have completed fourteen (14) years but not more than twenty-three (23) years of seniority as of December 31st of the previous year shall be entitled to vacation time off of twenty (20) days on the basis of 1.667 days for each completed month worked;
 - iv) Employees who have completed twenty-three (23) or more years of full-time seniority as of December 31st of the previous year shall be entitled to vacation time off of twenty-five (25) days on the basis of 2.083 days for each completed month worked.
- b) For the purpose of vacation entitlement, service for those employees whose status changes from part-time to full-time, shall mean the combined seniority as a part-time and full-time employee accumulated on a continuous basis. For the purpose of this article, fifteen hundred (1500) hours worked equals one (1) year of full-time service.
- 18.04 a) Written requests for vacation time off for part-time employees and vacation with pay for full-time employees, relating to the vacation period determined by the Employer, shall be submitted to the Supervisor, or designate, by the 1st of March and the 15th of September of each year and the schedule will be posted by the following April 1st and October 15th. Vacation requests shall be granted on the basis of seniority provided that the requests are submitted by the March 1st and September 15th deadlines. Vacation preferences/requests for employees failing to submit their vacation requests by the required deadline, cannot be guaranteed seniority preference over other employees who have submitted their requests on time. In the event that an employee fails to take all of his/her vacation entitlement by March 31st of the vacation year, or fails to submit all of his/her vacation request by the required deadlines, the Employer may schedule any or all vacation remaining for the employee regardless of the employee's seniority. If unable to schedule it, the remaining vacation will be paid out to the employee.

- b) Vacation requests during the period of December 15 and January 15 will be considered on an exception basis only. An employee with less than 14 years of seniority may be limited to a maximum of two (2) weeks vacation, and an employee with 14 years or more of seniority may be limited to a maximum of three (3) weeks vacation, during each of the two prime vacation periods (March break and June 15 to September 15). Exceptional circumstances will be taken into consideration for requests of more than the above entitlements in any of the prime vacation periods.
 - c) Written requests for vacation other than requested in (a) will be granted on the basis of seniority, availability of replacement staff, and the efficient operation of SJHC and continuity of service to the clients of SJHC, provided that such requests are received with a minimum of ten (10) calendar days written notice. Such requests shall be responded to within five (5) calendar days of the request. Exceptional circumstances may be considered by the Employer for requests submitted with less than 10 calendar days written notice.
 - d) In the case of conflicting requests for vacation, seniority will govern. While vacation requests for both part-time and full-time staff shall be submitted at the same time, there shall be no special seniority preferences or considerations between full-time and part-time employees solely due to their full-time or part-time status. The Employer reserves the right to determine the maximum number of full-time and/or part-time staff that can be off at any-one time, the duration of the vacation absence and any other standards for the taking of vacation that protects the continuity of service to the client(s) and maintains the efficient operation of the work site and is consistent with the provisions of this Agreement.
- 18.05 Vacation may not be carried from one vacation year to the next. At the Employer's sole discretion, however, exceptional circumstances may be considered for the carry-over of vacation from one year to the next. If an employee does not take his/her vacation before the end of the vacation year, the employee's supervisor may schedule the remaining vacation for the employee if it has not already been scheduled in accordance with article 18.04 a) above.
- 18.06 An employee may not change his/her authorized vacation without prior approval of the immediate supervisor.
- 18.07 Vacation on Week-ends
- a) Where an employee's two (2) week vacation would normally commence or end immediately prior to a scheduled week-end to work, or fall within the two-week vacation period, the employee may request two (2) additional vacation days to enable her to extend her vacation by the two (2) week-end days that the employee would otherwise be required to work. Such requests will be approved dependent on the availability of alternate staff and provided that it does not interfere with the continuity of service to the client.
 - b) Full-time employees may request to take vacation on their scheduled weekend to work on two occasions within the April 1st to March 31st vacation year. Such requests shall be granted subject to the availability of staff and shall not be unreasonable denied.

- 18.08 The parties agree that there will be a one-time freezing of any un-taken vacation from the accrual method in existence prior to April 1, 2000. Any vacation earned and untaken from July 1, 1999 to March 31, 2000, will be frozen in an employee's vacation bank and will be paid out to the employee only upon the employee's termination or retirement from SJHC. The parties further agree however, that an exceptional circumstance may be considered by SJHC for earlier payment of part or all of the banked vacation. Examples of such circumstances may include evidence of dire financial hardship, a one-time extended vacation to visit a sick family member overseas or additional time off associated with a bereavement leave. Other requests for exceptional circumstances will be considered by SJHC on an individual basis on the understanding that approval will not generally be granted for the purpose of taking additional vacation time.

The Employer will not unreasonably deny exceptional circumstances requests.

ARTICLE 19 – PROFESSIONAL DEVELOPMENT AND EDUCATION

- 19.01 In its aim to provide the highest quality visiting nursing care, the Employer recognizes the need for programs to assist the nurse's professional growth.

These shall include:

- i) An orientation program.
- ii) Staff in-service educational programs.
- iii) Staff attendance at professional nursing association meetings, short-term workshops or institutes relevant to the nurse's work at the discretion of the Employer.

ARTICLE 20 - EMPLOYEE FILES

- 20.01 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice, or other employment related matters is completed with respect to any nurse, it shall be reviewed with the nurse. A copy of the completed performance appraisal will be provided to the nurse.
- 20.02 An employee shall have the right to review her personnel file within a reasonable period of time following written notice to the Human Resources Department by the employee. The employee may be accompanied by a bargaining unit representative or executive member when reviewing the file.
- 20.03 Any letter of reprimand, suspension or any other sanction will be removed from the personnel record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline-free for the same period of time.

For the purpose of this article, an eighteen (18) month period shall be extended by the length of any leave, other than vacation, taken by the employee.

ARTICLE 21 - AUTOMOBILES21.01 Car Allowance

Full-time and part-time nurses who are required to use their own vehicle shall be paid a monthly car allowance for all kilometres driven from the home of the first client to the home of the last client as follows:

September 15, 2008 \$0.40/km

21.02 Non-Employer-Owned Cars

- a) Employees shall maintain liability insurance coverage, at an amount determined by the Employer, for non-employer-owned vehicles in use by the nurse. A nurse shall, upon request or in accordance with Employer's policy, present proof of renewal of her license and/or insurance coverage. If the nurse's license is suspended or withdrawn or if the nurse fails to maintain appropriate insurance coverage, she shall be suspended without pay. Failure to provide evidence that her license has been reinstated and insurance coverage obtained within thirty (30) days of being placed on non-disciplinary suspension by the Employer's shall result in the nurse being deemed to be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.
- b) The Employee shall maintain her vehicle to the safety standards required by the Ministry of Transportation.

ARTICLE 22 – BENEFIT PLANS22.01 Pension Plan

All present nurses enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan may, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

22.02 Extended Health Care

The Employer agrees to pay 75% of the billed premiums towards coverage of eligible full-time nurses in the active employ of the Employer under the Employer's current Extended Health Care plan providing the balance of the monthly premiums are paid by the nurses through payroll deductions.

22.03 Dental

The Employer agrees to contribute 50% of the billed premiums towards coverage of eligible full-time nurses in the active employ of the Employer under the Employer's

Dental plan providing the balance of the monthly premiums are paid by the nurses through payroll deductions.

22.04 Group Life

The Employer agrees to contribute 66 2/3% of the billed premiums towards coverage of eligible full-time nurses in the active employ of the Employer under the Employer's current Group Life Plan providing that the balance of the monthly premiums are paid by the nurses through payroll deduction.

22.05 A full-time employee on an approved leave of absence, which extends beyond 30 days, and who is still eligible for benefit entitlement, shall continue to be covered for benefits provided that the employee portion of contributions are continued to be paid by the employee in the month for which they are due.

22.06 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. A copy of the master plan document will be provided to the Union.

22.07 Percentage in Lieu (Regular Part-time and Casual Employees Only)

Regular part-time and Casual employees shall receive 12 % pay in lieu of vacation, statutory holidays, pension and all other fringe benefits. Notwithstanding the foregoing, regular part-time and casual nurses may on a voluntary basis, enrol in the pension plan when eligible in accordance with its terms and conditions. For regular part-time and casual nurses who are members of the pension plan, the percentage in lieu is 9 %.

It is understood and agreed that the regular part-time and casual nurse's hourly rate does not include the percentage in lieu of vacation, statutory holidays, fringe benefits and pension and accordingly the percentage in lieu of fringe benefits will not be included for the purposes of computing vacation pay or any premium or overtime payments.

ARTICLE 23 – SICK LEAVE

- 23.01 a) The Employer agrees to continue to provide the existing short term and long term disability plans. The current cost sharing arrangements related to premium costs shall continue in effect. It is further understood that this plan will feature a three (3) day unpaid waiting period prior to eligibility for benefits.
- b) Employees shall be granted up to six (6) non-cumulative days per calendar year to be used to satisfy the 3 day waiting period before short-term disability entitlement commences. Employees having exhausted their three (3) day waiting period and/or their six (6) day cap within the calendar year, may elect to take any accumulated overtime, vacation or lieu days. Such requests shall not be unreasonably denied.
- c) A nurse may be required to submit a physician's certificate with respect to any period of time for which she may be absent from her duties on sick leave. If a physician's certificate is required, the employer shall pay any fee for such certificate which is not payable by the nurses' insurance plan. Such medical

certification shall be provided on a SJHC form and shall be completed in full. It is understood that payment of any fees under this article does not apply to medical certification requested by third parties such as sick leave plan insurance carriers.

- d) Notification of illness will be made in accordance with the Employer's policies and practices.

ARTICLE 24 – WAGES (APPENDIX A)

24.01 For the purposes of placement on the wage grid of either a newly hired full-time or part-time nurse or for a nurse who is re-entering the bargaining unit, such nurse shall make a claim in writing for recognition of recent related 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 such review shall be conducted outside the probationary period. No credit shall be given for experience of less than 12 months duration, nor where the nurse has not been actively nursing within the immediately preceding last three (3) years. The Employer shall assess the applicability of the previous experience during the nurse's probationary period and where such experience is acceptable, shall place the nurse at an appropriate level on the wage grid to be effective upon completion of the probationary period. Such placement shall be to the maximum level of the wage grid and shall be on the basis of one (1) increment for each year of Nursing experience.

24.02 Each full-time nurse shall be advanced from her present level to the next level set out in the wage grid twelve (12) months after she was last advanced on her service review date. If a nurse's absence without any pay exceeds thirty (30) consecutive calendar days during each twelve (12) month period, her advancement date will be extended by the length of such absence in excess of the thirty (30) consecutive calendar days.

A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid. In addition, the nurse who is transferred will be given credit for service accumulated since the date of her last advancement.

24.03 A part-time and casual nurse shall advance from her present level to the next level set out on the wage grid upon completion of fifteen hundred (1500) hours worked.

24.04 Where the employer establishes a new classification within the bargaining unit, it shall advise the Union of the classification and the rate of pay. If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay for the classification.

Such request for a meeting shall not delay the implementation of the new classifications and shall be made within fourteen (14) calendar days of the notification by the Employer. Where the rate is challenged by the Union and the matter is not resolved within fourteen (14) calendar days of the meeting, it shall be referred to arbitration within the limits set out by the agreement. Any change in the rate agreed to by the parties or set by the arbitrator shall be retroactive to the date the new position is created.

ARTICLE 25 - MISCELLANEOUS25.01 Bulletin Board

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

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

25.03 Assignment of Equipment & Supplies (Full-time and Regular Part-time Employees Only)

Upon termination of employment, or upon transfer to casual status, any equipment and supplies entrusted to a full-time or a Regular Part-time employee, will be returned to the Employer, on or prior to the last day of work, or upon the transfer date for employees transferring to casual status.

The Employer will deduct \$200.00 from the employee's last regular pay for any equipment and /or supplies not returned to the Employer on or prior to the last day of work, or upon the transfer date for employees transferring to casual status.

25.04 All Visiting nurses will be reimbursed for reasonable parking fees and telephone expenses relating to employer business.

25.05 It shall be the duty of each nurse to notify the Employer promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall immediately notify the Employer of any change to her telephone number.

25.06 The Employer will provide to each employee, upon termination of employment upon request, a letter detailing her or his employment dates, length of service and experience. This letter shall be provided within seven (7) calendar days of request.

25.07 Criminal reference checks for employees, that may be required by the employer pursuant to provincial legislation, will be paid by the Employer. It is understood that this provision does not apply to pre-employment criminal reference checks, and that any employee subsequently hired would not be eligible for reimbursement for any related costs.

ARTICLE 26 – SUPERIOR CONDITIONS

26.01 Unless existing benefits, rights, privileges, practices, terms of conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

ARTICLE 27 – TERM AND RENEWAL

- 27.01 The Agreement shall be in effect from September 15, 2008 and shall continue to June 30, 2010 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 27.02.
- 27.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party within ninety (90) days prior to the expiration of this Agreement or to any anniversary of such expiration date.
- 27.02 If notice of amendment is given by either party, the other party agrees to meet for the purposes of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

APPENDIX A

Hourly Wage Rates

Effective September 15, 2008

Step Level	Hourly Rate
1	\$ 24.66
2	\$ 25.65
3	\$ 26.68
4	\$ 27.75
5	\$ 28.86
6	\$ 30.01
7	\$ 31.21
8	\$ 32.46
9	\$ 33.76
10	\$ 35.11
11	\$ 36.51

Note: Nurses currently at the former step 1 through 3 will move to the new level 1 as of March 31, 2006. Full-time nurses currently at the step 8 on March 31, 2006 will move to the new step level 9 as of April 1, 2006.

The above adjustments resolve the issue of Proxy Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Proxy Pay Equity maintenance without any specific reference to proxy pay equity plan. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

APPENDIX B**Shift Nursing**

As shift nursing is a separate classification, provisions such as Hours of Work, Premium Payment, Shift Premium, Scheduling, Vacation and Compensation in the Collective Agreement do not apply. The following terms and conditions shall, however, apply:

1.0 Nurses employed in the shift care program are considered to be casual part-time nurses and shall be treated as such under all other provisions of the Collective Agreement.

2.0 **Hours of Work**

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

3.0 **Mileage/Travel:**

3.1 Employees will be reimbursed for parking fees relating to Employer business.

3.2 Employees performing shift nursing who are required to use their own vehicle shall be paid a monthly mileage allowance for necessary travel between clients as per the provisions of Article 21.01 of the Collective Agreement.

4.0 Shift nurses may be assigned in the Visiting Component of the Nursing Program in the event that visiting caseload cannot be assigned within the existing pods.

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

6.0 Nurses will give their availability one (1) month in advance. Such availability will be for three (3) shifts per week. Nurses who are scheduled may exchange shifts as per Article 15.03 (f).

7.0 Assignments will be made in order to provide continuity of care of the client. Clients will be assigned a primary and secondary nurse for each shift of the day (i.e. days, evenings, nights or days and nights) to meet client needs. Assignments will be offered on the basis of the nurse's availability, skills, experience, ability and seniority to meet client needs, including continuity, language and culture.

8.0 **Scheduling:**

For institutional settings (Acute Care Hospital, Nursing Home, Retirement Home, Lodging Home or any other type of support setting):

For an 8 hour shift, the nurse will be paid for 7.5 hours per shift with 30 minutes of paid breaks and 30 minutes of unpaid breaks. For a 12 hour shift, the nurse will be paid for 11.25 hours per shift with 45 minutes of paid breaks and 45 minutes of unpaid breaks.

For personal residences:

For any shift, the nurse will be paid for all hours worked at such an assignment at the nurse's regular straight time hourly rate.

9.0 Premium Pay:

All time worked in excess of one hundred and seventy-six (176) hours in four (4) weeks (based on a 4-week schedule at 44 hours per week) or in excess of twelve (12) hours in any one day, shall be considered as overtime on the basis of time and one half (1 ½), subject to the following conditions:

- a) the nurse is authorized by her supervisor to work overtime,
- b) the overtime exceeds fifteen (15) minutes.

10.0 Cancellation:

Nurses assigned to Shift Nursing can be cancelled up to two (2) hours in advance of assigned hours of work without penalty.

If cancelled within two (2) hours of the shift, a cancellation fee of two (2) hours at the nurse's regular straight hourly rate will be paid.

11.0 Reporting Pay:

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

12.0 Wage Grid

As per Appendix A

Dated at Hamilton, Ontario, this 8th day of October, 2008.

FOR THE EMPLOYER

[Signature]

Director of Operations

Virginia Zochanski

[Signature]

FOR THE UNION

Colleen Ineson

Labour Relations Officer

[Signature]

Bargaining Unit President

Jayne Nunn

Letter of Agreement

Between

The Ontario Nurses' Association

And

St. Joseph's Home Care

April 1, 2006

Re: Reduced Work Arrangements

While all full-time employees will be required to work the normal seventy-five (75) hours in a two (2) week period per terms of the Collective Agreement, the Employer agrees to permit employees, who are working under such arrangements as at the ratification of the Collective Agreement, to continue to work reduced work schedules of sixty (60) hours per two week period, with the understanding that all benefit premium costs and entitlements shall be prorated accordingly. It is further understood that there shall be no further benefit compensation (10.65 % or 12 % in lieu) for any additional hours worked beyond their regular 60 hours per two (2) week schedule.

It is understood that benefit entitlements shall be prorated accordingly for full-time employees working reduced work schedules.

Options available to employees working reduced work arrangements as of the ratification date of the Collective Agreement shall be as follows:

- a) To continue in a reduced hour arrangement per terms of this Letter of Understanding;
- b) Revert to a normal 75 hour per two week schedule;
- c) Be considered for a Job Share arrangement per terms of the Letter of Understanding regarding Job Share arrangements; or
- d) Exercise her seniority to secure a Regular Part-time position in accordance with article 13 of the Collective Agreement.

Dated at Hamilton, Ontario, this ⁴⁷th day of October, 2008.

FOR THE EMPLOYER

[Signature]
Director of Operations

Virginia Zochausky

Carol King

FOR THE UNION

Colleen Jonson
Labour Relations Officer

[Signature]
Bargaining Unit President

Jeanne Newrod

Letter of Agreement

Between

The Ontario Nurses' Association

And

St. Joseph's Home Care

April 1, 2006

Re: Scheduling

The parties agree to establish a working group to review the scheduling process. The objectives and outcomes will be determined by the group.

Dated at Hamilton, Ontario, this 4th day of October, 2008.

FOR THE EMPLOYER

[Signature]

Director of Operations

Virginia Zochanski

Gawl Yui

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

Bargaining Unit President

[Signature]

Letter of Agreement

Between

The Ontario Nurses' Association

And

St. Joseph's Home Care

April 1, 2006

Re: Job Sharing

The parties agree to job sharing, an arrangement whereby two (2) employees share the hours of work of what would otherwise normally be one (1) full-time position, or whereby three (3) employees share the hours of work of what would otherwise normally be one (1) full-time and one (1) regular part-time position combined.

The employees working as Job Sharers will be classified as Regular Part-time employees and will be covered by the collective agreement respecting regular part-time employees with the following exceptions:

- 1) The establishment, continuation and elimination of Job Share arrangements shall be at the sole discretion of the Employer to ensure that program and service needs are met. The Employer may elect to convert any positions not filled by way of posting into Job Share arrangements.
- 2) Job sharing requests shall be considered on an individual basis. Two employees may jointly propose that they Job Share what would otherwise normally be a full-time position provided that at least one of the employees currently holds a full-time position. Three employees may jointly propose that they share what would normally be considered one full-time position and one regular part-time position combined, provided that at least one of these employees currently holds a full-time position. If the Employer approves either of these Job Share arrangements, then no posting will be required. Upon the establishment of a Job Share arrangement, the full-time employee may return to full-time status only through the job posting provisions of the Collective Agreement.
- 3) Subject to the approval of the Employer, the Job Share partners shall determine the Job Share schedule.
- 4) The Job Share partners shall determine which partner works on a statutory holiday when required by the schedule rotation.
- 5) It is understood that each Job Share partner will cover each other's vacation and will make every effort to cover other absences. With respect to each other's absences, partners are expected, where possible and when requested, to provide coverage during such periods.

- 6) If one of the Job Sharers leaves a Job Share arrangement, the following will apply:
- a) If an employee leaves a Job Share arrangement, the Employer maintains the right to post the position as a full-time position with the remaining Job Sharer being confirmed in a regular part-time position if one is available. In the event that a Regular Part-time position is not available, the provisions of Section 9, below, shall apply.
 - b) If the Employer approves the continuation of the Job Share arrangement, the vacant portion of the arrangement will be posted in accordance with the Collective Agreement. If there is no successful candidate, the Job Share position will revert to a full-time position with the remaining Job Share partner being confirmed in a regular part-time position if such is available.
 - c) If the remaining incumbent is unwilling to assume the Regular Part-time position, if such were available, or unwilling to exercise any seniority rights afforded to her under the Collective Agreement, she shall be deemed to have resigned from the Employer.
- 7) The Employer and the Job Share partners will jointly evaluate each new Job Share arrangement after three (3) months. Upon successful evaluation of the arrangement, any vacant positions as a result of the establishment of the Job Share arrangement will be posted in accordance with the Collective Agreement.
- 8) Where a Job Share arrangement, or part thereof, is posted, the posting provisions for the selection of the successful candidate shall apply.
- 9) In the event that a Job Share arrangement is dissolved/eliminated, lay-off and seniority provisions of the Collective Agreement will govern.
- 10) The minimum availability provisions for Regular Part-time employees will not apply for employees working in a Job Share arrangement.
- 11) Any employee in a Job Share arrangement as of August 31, 2007, shall be allowed to continue in their existing Job Share arrangement for the duration of the new collective agreement expiring August 31, 2009. The only exception to this grand-parented arrangement is that there will be no further benefit compensation (10.65 % or 12 % in lieu) for any additional hours beyond the employee's job share hours.
- 12) This Letter of Understanding shall not form part of the Collective Agreement.

Dated at Hamilton, Ontario, this ⁵¹ th day of October, 2008.

FOR THE EMPLOYER

[Signature]

Director of Operations

Virginia Zochumski

Paul [Signature]

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

Bargaining Unit President

[Signature]

Letter of Agreement

Between

The Ontario Nurses' Association

And


St. Joseph's Home Care

Re: CCAC Wage Funding

Throughout the term of this collective agreement the Employer commits to negotiating wage increases should the CCAC open the existing nursing contracts to provide SJHC with an increase for nurse's wages.

Dated at Hamilton, Ontario, this 1st day of October, 2008.


FOR THE EMPLOYER



Director of Operations

Virginia Zochauski

Paul Hiri

FOR THE UNION


Labour Relations Officer


Bargaining Unit President

Jeanne Norwood
