

COLLECTIVE AGREEMENT

B E T W E E N:

VICTORIAN ORDER OF NURSES
Sarnia - Lambton Branch
(hereinafter referred to as "the Employer")

A N D:

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

EXPIRY: March 31, 2010

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent of all Registered Nurses, and Nurses who hold a Temporary Certificate of Nursing, employed in a nursing capacity by the Victorian Order of Nurses, Sarnia-Lambton Branch in the City of Sarnia, save and except Supervisors, persons above the rank of Supervisor and persons for whom any Trade Union held bargaining rights as of June 19, 1997.

Clarity Note: For the purposes of clarity, this bargaining unit excludes the Marketing Person for the Occupational Health Program and includes Nurses in the Shift Nursing program.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the formation of the bargaining unit, except those that are expressly and specifically relinquished or restricted in this Agreement.
- 3.02 The Employer shall not exercise its management rights in such a way as to be in violation of a specific provision of this Collective Agreement.
- 3.03 Without limiting the generality of the foregoing, the Employer retains the sole right to make, enforce and alter from time to time reasonable rules and regulations to be observed by the Employees, provided that such rules and regulations shall not be in conflict with the provisions of the Collective Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 A full-time Nurse is one who is employed on a full-time basis, who regularly works the standard full-time hours per day and per two week pay period as defined by this Collective Agreement.
- 4.02 A part-time Nurse is a Nurse who regularly works less than the normal full-time hours referred to in Article 14 and who is scheduled to work on a regular pre-determined basis.
- 4.03 A casual Nurse is a Nurse who works on an irregular, non-recurring basis in accordance with her availability as and when required by the Employer.

- 4.04 A Registered Nurse is defined as a Nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act. A Registered Nurse is required to present her current Certificate of Competence to the Executive Director or Designate upon renewal.
- 4.05 A Nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the Nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she or he will be deemed to be not qualified for the position of Registered Nurse and she or he will be terminated from the employ of the VON Sarnia-Lambton Branch. Such termination shall not be the subject of a grievance or arbitration.
- 4.06 The word "Nurses", when used throughout this Agreement, shall mean persons included in the bargaining unit as outlined in Article 2.01.
- 4.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their Representatives with respect to any Nurse because of her membership or non-membership in the Union, activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement or any applicable legislation.
- 5.02 The Union agrees that there will be no Union activity, solicitation for membership or collection of Union dues on Employer premises or during working hours, except with the written permission of the Employer, or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination by either party, or by any of the Nurses covered by this Agreement, on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.
- 5.04 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.

Sexual harassment is defined as:

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

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

Grievances under this clause will be handled with all possible confidentiality and dispatch. A Nurse who feels she has been harassed contrary to this provision may file a grievance under Article 9 of this Agreement.

5.05 (a) Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another Employee.

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

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

(c) Every person has a right to be free from:

i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

(ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

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

ARTICLE 6 - NO STRIKE, NO LOCKOUT

6.01 The Union 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 meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer will deduct from each Nurse covered by this Agreement an amount equal to the regular monthly Union dues designated by ONA.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed Nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time or casual Nurse in a month in which the Nurse does not work.
- 7.03 The Union shall notify the Employer, in writing, of any changes in the amount of such regular Union dues at least one month prior to the effective date of such change.
- 7.04 The Employer will send to the Union monthly, its cheque for the dues so deducted, along with the list of the names and amount of such deductions for each Nurse. The list shall show terminations, new hires, leaves of absence in excess of thirty days, and the social insurance number. A copy of this list will be sent to the Union.
- 7.05 The Union shall indemnify and save the Employer harmless from any claims from Nurses as a result of dues having been collected in accordance with the terms of this Agreement.
- 7.06 It is understood and agreed that the Employer has the responsibility for the deduction of dues.
- 7.07 The Employer shall provide each Nurse with a T4 slip, showing the dues deducted in the previous year for income tax purposes.
- 7.08 Where voice mail exists at the branch and the system has the capacity to accommodate the amount and type of communication requested, the Employer will cooperate in the provision of access by the Union to the system by providing a mailbox for ONA, for the sole purpose of notification of members regarding Union-related matters. No Nurse will be reprimanded for leaving a message on a Nurse's or team's voice mail when such message pertains to notification regarding Union-related matters. The Union shall abide by the procedures established for the system. There shall be no additional cost to the branch.

ARTICLE 8 - REPRESENTATIVES AND COMMITTEES

- 8.01 Nurse Representatives
- The Employer agrees to recognize three (3) Nurse Representatives for the purpose of dealing with grievances and conducting Union interviews.
- 8.02 Grievance Committee

The Employer agrees to recognize a Grievance Committee of two (2) Employees for the purpose of meeting with the Employer in the grievance procedure.

8.03 Union-Management Committee

There shall be an Union-Management Committee comprised of two (2) Representatives of each of the parties. The Committee shall meet every two months unless otherwise mutually agreed. Agenda items to be discussed shall be exchanged in writing at least five calendar days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to VON nursing, such as balancing caseloads with proper patient care, or matters relating to the interpretation or administration of the Agreement. The Committee shall promote and provide for effective and meaningful communication.

8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee for the purpose of negotiating renewals of the Collective Agreement. The Employer agrees to recognize three (3) members on this Committee.

8.05 Occupational Health & Safety Committee

The parties agree to comply with the Occupational Health and Safety Act and regulations.

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

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

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

8.06 Central Negotiations

If a Nurse is appointed to this team the Employer will grant time off to the Nurse as required to attend negotiating meetings upon receipt of a written request seven (7) days in advance of such meeting. Such days shall not be counted as Union leave days and only one (1) Nurse shall be afforded this privilege at any one time.

Salary and applicable benefit arrangements will be maintained by the Employer and the Employer shall be reimbursed the full cost of the salary and applicable benefits by the Union.

- 8.07 The Union shall keep the Employer notified, in writing, of the names of the current Nurse Representatives, Committee Members and any other Officers of the Local Union who are employed by the Employer.
- 8.08 The parties recognize that a Nurse Representative has the responsibility to perform her regular duties and to represent Employees on Union business. If a Representative must leave her regular duties for any period of time in order to attend to Union business, she will coordinate the time needed to fulfil these duties with her Supervisor. Upon completion of her business, the Representative will inform her Supervisor that she has returned.
- 8.09 Representatives of the Union shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement.
- (a) The Employer shall be required to pay Nurses on the Negotiating Committee up to but not including conciliation, except for those Nurses involved on a central bargaining team, where the Employer will pay up to and including conciliation;
- (b) The Employer shall not be required to pay Nurses on the Grievance Committee or the Grievor for time spent at arbitration hearings.
- 8.10 The Union Committees shall have the right to have the assistance of Representatives or Consultants from, or acting on behalf of, the Ontario Nurses' Association. The Employer shall also have such rights.
- 8.11 During the orientation period of newly hired Nurses, a Nurse Representative will be allowed a reasonable period of time, not to exceed 15 minutes, within regular working hours to acquaint them with the Union. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement.
- The release of a probationary Nurse, for reasons based on performance and ability to do the job; including skills, suitability and availability, shall not be subject to the grievance procedure unless the probationary Nurse is released for:
- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement.

The Employer agrees to provide written reasons for the release of a probationary Nurse within seven (7) days of such release.

A claim by a probationary Nurse that she has been unjustly released shall be treated as a grievance, provided the Nurse is entitled to grieve, if such written statement of such grievance is lodged by the Nurse with the Employer at Step 2 within seven (7) days after the date the release is effected. Such grievance shall be dealt with as per 9.10 below.

- 9.02 It is the mutual desire of the parties that complaints and differences be dealt with in a quick fashion. A Nurse will discuss her complaint with her Supervisor within fourteen (14) working days after the circumstances have occurred or ought reasonably have come to the attention of the Nurse. The Supervisor shall reply within seven (7) working days. If the matter is not resolved, it shall be taken up as a grievance.

Step 1

The written grievance shall be submitted to the Executive Director or Designate within five (5) calendar days of the Supervisor's reply. A meeting, to pursue settlement of the grievance, will be held within ten (10) calendar days of the submission of the grievance at Step 1 unless extended by agreement of the parties. A written reply shall be given within five (5) calendar days of the meeting.

- 9.03 Should the matter not be resolved, it shall be referred to arbitration within ten (10) calendar days of reply. The parties will first consider and thus may agree upon a sole Arbitrator to hear the matter. If there is no agreement, then the parties shall notify one another in writing within a further ten (10) calendar days, of the name of their respective Nominee. Such Nominees shall select a Chair within a further ten (10) calendar days. Should the parties or the Nominees, where applicable, not be able to agree on the Chair, then the Minister of Labour for the Province of Ontario shall appoint the Chair.

- 9.04 The Arbitrator shall not be authorized to make a decision inconsistent with the provisions of this Agreement, nor to alter, add to, or amend any part of this Agreement.

- 9.05 The proceedings will be expedited by the parties. There shall be a meeting, at least forty-five (45) calendar days prior to the scheduled hearing day, to once again attempt to resolve the matter. If the matter is still not resolved, then the parties may agree to a Statement of Facts prior to the hearing.

- 9.06 All agreements reached under the grievance procedure by the parties shall be final and binding on the parties for that grievance.

- 9.07 Each of the parties will share equally the fees and expenses of the Arbitrator and shall pay the entire cost of their own Nominee's fee and expenses.

- 9.08 Policy Grievance

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

9.09 Group Grievance

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

9.10 Discharge/Suspension Grievance

The Employer agrees that it will only suspend and discharge a Nurse who has passed probation for just cause, unless the probationary Nurse was discharged or suspended for reasons related to Article 5 of this Agreement, or for enforcing her rights under other sections of this Agreement. The Employer agrees to provide written reasons within a reasonable time to a Nurse who has been discharged. These grievances will be filed at Step 1 within ten (10) calendar days of such occurrence, or ought reasonably to have come to the attention of the Nurse.

9.11 All time limits in this Article are mandatory and failure to follow them by the grieving party shall result in the grievance having been deemed to be abandoned, unless there is an agreement to extend by mutual consent of the parties.

ARTICLE 10 - SENIORITY

10.01 Job Security

- (a) Seniority for full-time Nurses shall be defined as length of service with the Employer since date of last hire. A full-time year is 1950 paid hours.
- (b) Seniority for part-time and casual Nurses shall be based on hours paid since date of last hire.

It is recognized that 1500 hours paid equals one year of full-time service.

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

10.03 A Nurse who transfers from full-time to part-time or casual status, or vice versa, shall not be required to serve a probationary period where she has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the transfer shall be credited toward the probationary period.

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

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

- 10.05 Seniority shall be retained and accumulated when a Nurse is absent from work under the following conditions:
- (a) On an approved leave of absence with pay;
 - (b) When on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
 - (c) When in receipt of sick leave pay;
 - (d) When in receipt of WSIB Benefits for an injury sustained while in the employ of the VON to a maximum of up to two years, subject to the Ontario Human Rights Code;
 - (e) When on pregnancy/parental/adoption leave in accordance with the Employment Standards Act.
- 10.06 Seniority shall be retained but not accumulated when a Nurse is absent from work under the following conditions:
- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
 - (b) When on layoff of up to 24 months;
- 10.07 Seniority shall be lost and an Employee considered terminated when a Nurse is absent from work under the following conditions:
- (a) Retirement;
 - (b) Resignation;
 - (c) Discharge which is not overturned by the grievance/arbitration procedure;
 - (d) Laid off for more than 24 months;
 - (e) Fails, upon being notified of a recall, to signify her intention to return within five (5) calendar days after she has received her notice of recall, mailed by registered mail to the last known address according to the records of the Employer, and fails to report to work within seven (7) calendar days after she has received the notice of recall, or such further period of time as may be agreed upon by the Employee and Employer; and
 - (f) Fails to report to work as scheduled at the end of 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.
- 10.08 A Nurse's full seniority and service shall be retained by the Nurse in the event that she is transferred from full-time to part-time or casual status or vice versa. A part-time or casual Nurse who changes her status to full-time status will be given credit

for seniority on the basis of 1500 hours paid being equivalent to one year of full-time service and vice versa. In addition a Nurse who is so transferred will be given credit for hours paid since date of last advancement.

10.09 Positions Outside the Bargaining Unit

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

10.10 Protection of Bargaining Unit Work

The Employer shall endeavour not to allow any persons not falling within the bargaining unit to perform work normally performed by the Nurses covered by this Agreement for the life of this Agreement.

The Employer shall endeavour not to contract any work normally performed by the members of the bargaining unit and shall not do so without prior consultation and discussion with the Union's Labour Relations Officer for the life of this Agreement.

The Employer shall endeavour not to enter into any agreement with any Trade Union that restricts or purports to restrict in any way the employment of and assignment of work to Nurses covered by this Collective Agreement without prior consultation and discussion with the Union's Labour Relations Officer for the life of this Agreement. In the event of a fundamental change in the work normally performed by members of the bargaining unit, it is agreed that the parties shall meet to discuss these changes.

10.11 Layoff and Recall

- (a) Where there is a reduction in the workload resulting in a surplus of Nurses, the Employer shall lay off Nurses in reverse order of bargaining unit seniority provided the Nurses remaining are qualified and able to perform the available work. Subject to the above, probationary Nurses shall be first laid off.
- (b) In the event of a layoff of a permanent or long-term nature, the Employer will:
 - (i) Provide any Nurse affected by such a layoff with notice, or payment in lieu thereof, in accordance with the *Employment Standards Act*;
 - (ii) Provide the Union with no less than thirty (30) calendar days notice of such layoff, and
 - (iii) Meet with the Union to review the following:
 - A) the reasons causing the layoff;

- B) the service which the Employer will undertake after the layoff;
 - C) method of implementation, including the areas of cutback, and the Nurses to be laid off; and
 - D) any other alternatives.
- (c) Any agreement between the parties regarding amendments to the contract over the layoff process shall be reduced to writing and signed by both parties.
- (d) In the event of a temporary layoff, as defined in the *Employment Standards Act*, the Employer will endeavour to provide the Union with at least thirty (30) days notice, and a meeting will be held between the parties to discuss the reasons for the layoff.
- (e) A Nurse who has been notified of a temporary layoff may:
- i) Accept the layoff; or
 - ii) Elect to transfer to a vacant position, provided she is qualified and able to perform the available work; or
 - iii) Displace the least senior Nurse in the bargaining unit whose work she is qualified and able to perform.
- (f) A Nurse who has been notified of a permanent layoff may:
- i) Accept the layoff; or
 - ii) Opt to retire if eligible under the terms of the VON Pension Plan; or
 - iii) Elect to transfer to a vacant position provided she is qualified and able to perform the available work; or
 - iv) Displace the least senior Nurse in any status (i.e., full time, part-time) who has lessor bargaining unit seniority, provided she is qualified and can perform the duties of the Nurse she displaces.
- (g) In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
- (h) No new Nurse will be hired until all Nurses who retain the right to be recalled have been given an opportunity to return to work.
- 10.12 (a) In the case of a temporary or permanent layoff, a Nurse shall advise the Employer of her decision under 10.11 (e) or 10.11 (f) within five (5) calendar days of notification.

- (b) After a layoff, if there is a vacancy in the branch, then such vacancy shall be posted. At the time of layoff, a Nurse shall indicate her interest in being considered for any vacancies through the transfer book system of Article 11.06.

10.13 No reduction in the regular scheduled hours of work shall take place to prevent or reduce the impact of layoff unless agreed in writing between the parties.

- (a) Full-time and part-time Nurses shall be recalled in order of seniority provided that a Nurse recalled is qualified and able to perform the available work.
- (b) The recall list shall be a combined list of full-time and part-time Nurses, listed according to seniority within the bargaining unit.
- (c) Full-time and part-time Nurses on layoff may notify the Employer of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified and able to perform. Laid off Employees who wish to be considered for casual hours shall be assigned casual hours at one or more continuity teams, providing the standard of continuity of the team can be maintained.
- (d) A full-time Employee receiving work under this provision [10.13(c)] will receive the benefits applicable to part-time/casual Employees, i.e., (percentage in lieu) as long as the full-time Nurse is not getting her benefit premiums paid by the Employer for the period in question.
- (e) Before any layoff occurs, early retirement incentive may be offered by the Employer.

10.14 (a) Nurses shall be recalled in order of seniority, provided they are qualified and able to perform the available work unless otherwise agreed between the Employer and the Union.

- (b) A Nurse on layoff will be given job opportunities (e.g., casual, temporary or posted vacancies) before any new Nurses from outside the branch are hired into that category. The Nurse may choose to refuse an offer of temporary or casual work and remain on layoff status. A Nurse who accepts temporary or casual work while on layoff will still have her original layoff date considered for the purposes of Article 10.12(b).
- (c) No new Nurse will be hired when there is a Nurse(s) on layoff who is qualified and willing to perform the available work.

Cautionary Note: If you have the seniority to bump someone and choose instead to take the layoff, you may disqualify yourself from Employment Insurance payments according to their rules.

ARTICLE 11 - JOB POSTINGS

- 11.01 In the case of all vacancies and new positions in the bargaining unit, the Employer will post notice of such vacancy for seven (7) calendar days prior to filling the position, in order that any interested Nurse may apply. If no qualified Nurse applies, then the Employer may hire a new Nurse from outside the employ. The name of the successful applicant shall be posted by the Employer.
- 11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.
- 11.03 Vacancies exceeding thirty (30) calendar days but not more than sixty (60) calendar days will not be posted and instead will be offered to all part-time and casual staff based on seniority. Should this temporary vacancy be elsewhere than the Nurse's usual area of work, she will return to her usual area of work at the completion of the temporary vacancy provided the area of work still exists.
- 11.04 Vacancies of less than thirty (30) calendar days will not be posted and will be covered by the team where teams exist. In the event that there are no teams, vacancies of less than thirty (30) calendar days will not be posted and instead will be offered to part-time and casual staff on the basis of availability, seniority, skill, and patient continuity.
- Vacation time does not need to be posted.
- 11.05 In assessing applicants for vacancies or new positions, the following factors shall be considered:
- (a) skill, ability, experience and qualifications; and
 - (b) seniority.
- When factors in (a) are relatively equal, (b) shall govern. The Employer shall not administer this provision in an arbitrary fashion.
- 11.06 A Nurse may make written request for transfer to another region, team or area within the branch. Requests for transfer to a permanent position will be maintained by the Employer until December 31st of each year. Any such request shall be considered as an application for any permanent job postings in the requested area, region or team.

ARTICLE 12 - LEAVES OF ABSENCE

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

12.02 All leaves of absence without pay of more than one (1) month shall be without accumulation of seniority, vacation, sick leave, or any benefits under this Agreement. If a Nurse wishes to remain in the group health insurance plan during her leave, she may do so by prepaying full premiums to avoid the transfer out and in, subject to the approval of the carrier.

12.03 Leave for Union Business

Leave of absence without pay to attend Union business will be granted. The total of such days shall not exceed fifty (50) days per annum and no more than two (2) Nurses shall be absent from duty at any one time. During such leave of absence the Nurses' salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.04 Leave - ONA Provincial Board of Directors

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

12.05 Leave - ONA Provincial President

A Nurse elected to the Office of President of the Ontario Nurses' Association shall receive a leave of absence for up to two years. This term can be extended to a third term. The Nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The Nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

12.06 Local Coordinator/Special Projects

- (a) An Employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. During such leave of absence, the Nurse's 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. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in 12.03 above.
- (b) The Employer shall provide leave for a Nurse to serve on special projects of the Union. There shall be no loss of seniority or service during such leave. Salary and applicable benefit arrangements will be maintained by the

Employer and the Employer shall be reimbursed for the full cost of salary and applicable benefits by the Union.

12.07 Professional and Education Leave

- (a) Nurses may be granted leave(s) of absence with or without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the Nurse's professional development especially as it relates to her responsibilities. Such leave is granted at the discretion of the Employer. The Employer will endeavour to grant such approved leaves as equitably as possible from amongst the bargaining unit members who apply.
- (b) Professional leave without pay will be granted to Nurses who are elected to the College of Nurses of Ontario or the Registered Nurses' Association of Ontario to attend their regularly scheduled meetings.
- (c) Professional leave with pay for lost time will be provided to Nurses required to write examinations as part of the College of Nurses Quality Assurance program.

12.08 Jury/Witness Duty

If a Nurse is required to serve as a Juror in any Court of law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or Coroner's inquest in connection with a case arising from the Nurse's duties with the Employer, or is subpoenaed to attend as a witness in a College of Nurses proceeding in a matter arising from her employment, the Nurse will not suffer loss of regular pay from her regularly scheduled hours. The Nurse will promptly notify the Employer, upon notification that she will be required to attend, repay the amount (other than expenses) paid to her for such service or attendance to the Employer, and present proof of service requiring her attendance.

12.09 Bereavement Leave

Following a death in the Nurse's immediate family, she shall be granted up to three (3) days off, plus two (2) days for travelling if required. A member of her immediate family shall mean: brother, sister, spouse, child, mother, father, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, stepchild, same sex partner, legal guardian, fiancée. The Nurse shall receive her regular pay for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of the death, up to and including the day following interment, or three (3) calendar days following the death, whichever is greater. The Employer may, at its discretion, grant additional bereavement leave days with or without pay.

Compassionate Leave

In the event of a critical illness of a member of the Nurse's immediate family, up to two (2) days leave of absence without loss of regular pay may be granted in any one calendar year.

12.10

Pregnancy/Parental Leave

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

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- (b) The Nurse shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (c) The Nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (d) The parental leave of an Employee who takes a pregnancy leave must begin immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

For other Employees, they may begin parental leave no later than fifty-two (52) weeks after the day the child was born or come into the custody, care and control of the parent for the first time.
- (e) A Nurse shall be permitted to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (f) A Nurse shall continue to accumulate seniority and service rights. A Nurse shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.
- (h) A Nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/pregnancy/ adoption leave of absence, provided the sum of all such leaves of absence does not exceed twelve continuous months per pregnancy/ adoption.

12.11

Prepaid Leave

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

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

- (b) The Nurse must make written application to the Executive Director or her Designate at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of leave.
- (c) Written applications will be reviewed by the Executive Director or her Designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of Nurses that may be absent at any one time shall not exceed one (1) staff. The year, for purposes of the program, shall be September 1st of the year to August 31st of the following year, or such other twelve (12) month period as may be agreed upon by the Nurse, the Local Union and the Employer.
- (e) During the four (4) years of salary deferral, 20% of the Nurse's gross earnings will be deducted and held for the Nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral and the Employee shall pay the required premiums. The Employee may apply for a continuance of benefits for the year of leave and must pay both portions through the branch (i.e., Employer and Employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating Employees must continue to contribute to the pension plan based on their full salary (i.e., regular basic pay before the salary hold back) during the four (4) years of salary deferral. During the year of leave, the Employee's pension will be held in suspense, i.e., no contributions can be made.
- (j) Full-time Nurses will not be eligible to participate in the long-term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) A Nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Executive Director or her

Designate. Deferred salary, plus accrued interest, if any, will be returned to the Nurse, within a reasonable period of time.

- (m) If the Nurse terminates employment, the deferred salary held by the Employer, plus accrued interest, if any, will be returned to the Nurse within a reasonable period of time. In case of the Nurse's death, the funds will be paid to the Nurse's Estate.
- (n) The Employer will endeavour to find a temporary replacement for the Nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the Nurse as much notice as is reasonably possible. The Nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time. In case of the Employee's death, the funds will be paid to the Employee's Estate.
- (o) The Nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (p) Final approval for entry into the prepaid 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 prepaid leave program in accordance with Article 12.10 of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.

The letter of application from the Nurse to the Employer to enter the prepaid leave program will be appended to and form part of the written Agreement.

ARTICLE 13 - EMPLOYEE FILES

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

copy of the document. Upon request, a Nurse may review her file in the presence of her Supervisor or Designate with advance notice to the Employer.

ARTICLE 14 - HOURS OF WORK

- 14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule. All provisions are subject to Article 15 on Caseload Management.
- (a) The normal daily tour shall average seven and one-half (7½) hours [four-hundred fifty (450) minutes or thirty (30) units inclusive of travel time], exclusive of unpaid breaks.
 - (b) The normal hours of work shall average 75 hours per two week period.
 - (c)
 - i) Any Nurse may choose to flex the start time and length of tour to accommodate the needs of the caseload. In such cases, the nurse is expected to balance her hours of work so that her hours worked do not exceed the normal hours of work in a two week pay period. If a nurse is unable to balance her “flexed” hours within a two week pay period, she may carry these hours forward with the approval of her immediate supervisor in accordance with 14.01 (c) (ii) below.
 - ii) Accumulated “flex” hours will not be considered overtime and will not be accumulated at an overtime rate. Such hours may be taken as time off, subject to the approval of the Nurse’s immediate supervisor and subject to operational requirements. A Nurse may not accumulate more than thirty-seven point five (37.5) hours of “flex” time. It is understood that “flex” hours will not be paid out and will only be permitted to be taken as paid time off.
 - (d) It is recommended that a Nurse schedule a rest period at the approximate midpoint of her tour.
 - (e) The daily and weekly hours of work for part-time Nurses may vary from day to day and week to week.
 - (f) A part-time Nurse will provide the Employer with a commitment to work up to three (3) tours per week. A part-time Nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the Nurse provides twenty-four (24) hours’ advance notice that she is no longer available.
 - (g) The scheduling of Nurses for weekend work (e.g., 1 in 3 or 1 in 4) will be in accordance with current Collective Agreement provisions. Weekends are not included in (f) above.
 - (h) A part-time Nurse may be hired to do weekend work only. This may include a paid holiday attached to a weekend. Such Nurses will not be eligible for

weekend premium payment. Such weekend Nurses shall not work outside the normal weekend hours.

- (i)
 - i) It is understood that casual Nurses do not have normal hours of work and may elect to work or not to work when requested.
 - ii) Casual Nurses shall make themselves available for one weekend per month by advising her Supervisor of her availability one week before the schedule is posted. A casual Nurse may be scheduled on standby/on-call during a weekend on which she works. Once the schedule has been posted, the casual Nurse is required to work those shifts she made herself available for.
- (j) Part-time and casual Nurses who have less than a full day's work shall contact the office on their next-to-last client in order to be advised if any additional clients need to be assigned. They shall also call in when they have completed their assignment for the same purpose. If there are no additional assignments at the time of the last call, the Nurses' shift shall be considered finished.

14.02 Evening Visiting Nursing

- (a) The normal hours of work for the evening visiting program have the majority of hours between 1530 hours to 2330 hours. If the caseload permits, the Nurse may flex her start and stop time.
- (b) Where possible the Nurses will be provided with their assignment by 1400 hours and any Employer initiated cancellation will be done by 1230 hours.
- (c) There shall be appropriate communications from the regularly scheduled team meetings to the evening Nurses.
- (d) When a Nurse in the evening visiting program is required to remain available until 2330 hours after her visiting assignment is complete, she will then be on standby time.

14.03 Scheduling

The following provisions shall apply to full-time and part-time Nurses:

- (a) The work schedule shall be posted four (4) weeks in advance and shall cover a four (4) week period.
- (b) Any request for time off must be submitted in writing one (1) week in advance of the posting of the schedule.
- (c) There shall be no split tours scheduled by the Employer, unless mutually agreed.
- (d) The approved posted schedule shall provide a minimum of 16 hours off between scheduled tours, unless mutually agreed.

- (e) A Nurse shall not be scheduled by the Employer to work more than seven consecutive tours, unless mutually agreed between the Employee and the Employer.
- (f) A Nurse's scheduled tours on a posted work schedule shall not be changed by the Employer to other tours (e.g., days to evenings) without twenty-four (24) hours notice. The Employer will not exercise this clause in an arbitrary manner.
- (g) A request for an exchange of tours set out in the posted time schedule must be submitted in writing and signed by the Nurses requesting the exchange. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied.

14.04 Self-Scheduling Guidelines

Nurses will self-schedule according to the following guidelines:

- (a) A Nurse will normally work on a specific team. It is understood that the Nurses will be responsible for the planning of their caseload as contained in the guidelines.
- (b) Nurses will self-schedule within their team with sufficient staffing complement to meet the caseload needs of the team. Meetings of the team to complete the staffing schedule may be scheduled for up to 30 minutes per month.
- (c) Once the staffing schedule which covers a one month period is completed by the team members, it will be submitted to the Employer for review and when approved, posted up to one month in advance. A copy of the original posted schedule will be placed in the Nurses' office mailbox.
- (d) In the event that additional work becomes available after the schedule has been posted, the work shall be offered as follows:
 - i) to full-time Nurses within the team who have been cancelled or who have been scheduled less than full-time hours;
 - ii) to full-time Nurses from another team who have been cancelled or who have been scheduled less than full-time hours;
 - iii) to part-time Nurses within the team who have been cancelled or who are non-scheduled but have indicated their availability;
 - iv) to part-time Nurses from another team who have provided availability;
 - v) to casual Nurses assigned to the team who have indicated availability;

- vi) to casual Nurses from another team who have provided their availability.

14.05 Weekend Duty

- (a) The scheduling of Nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and caseloads, the Employer will schedule Nurses to work according to the following:
 - One (1) weekend in three (3) Part-time
 - One (1) weekend in four (4) Full-time and Casual
- (b) A "weekend" shall be defined as at least fifty-six (56) hours off, commencing at 1630 hours on Friday and ending at 0730 hours on Monday.

14.06 Christmas/New Year's

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 9th (first weekend after New Year).
- (b) A Nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise.
- (c) A Nurse who works Christmas shall be scheduled to be off for at least four (4) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the Employee and the Employer. Nurses can endeavour to arrange five (5) consecutive days off through the self-scheduling process where possible.
- (d) Christmas time shall include Christmas Eve Day, Christmas Day and Boxing Day.
- (e) New Year's time shall include New Year's Eve Day and New Year's Day.

14.07 Availability of Part-time Nurses

- (a) Part-time Nurses will schedule themselves for up to three (3) tours per week according to the self-scheduling guidelines. The number of tours shall not be construed to be a guarantee of hours of work to be performed on each tour and during each work schedule.
- (b) Part-time Nurses shall schedule themselves for weekend work in accordance with Article 14.05, unless the Nurse is hired for or requests to do weekend work only as per Article 14.01 (h).
- (c) Designated holidays shall be equitably distributed among the part-time Nurses in the bargaining unit.

- (d) Part-time Nurses shall make themselves available for up to five (5) tours over Christmas or New Year's and shall self-schedule themselves accordingly.

14.08

Cancellation GuidelinesVisiting Nursing Program

- (a) In the event that work is not available for a scheduled part-time Nurse, then that Nurse will have first consideration for any extra work of up to equal length that may have arisen within her own team or zone (such as sick leave replacement) within the same day. If such work is not available within her own team or zone, she shall be credited with four (4) hours of seniority. A Nurse shall be notified of her cancellation immediately.
- (b) Any cancellation notice will be given personally to the Nurse where possible, but where the Nurse cannot be contacted, the notice will be placed on her voice mail or pager (where applicable) or left with the answering service.
- (c) If a Nurse's scheduled tour is cancelled with less than fifteen (15) hours notice from the starting time of the scheduled tour, she will receive a minimum of four (4) hours pay at her regular straight time rate. Such cancellation shall not be considered a layoff.
- (d) Three (3) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night tour, unless mutually agreed otherwise by the Employee and the Employer.

14.09

Job Sharing

Taking into consideration the fact that the Employer wishes to retain well-qualified staff who are unable or prefer not to provide a full-time commitment, and the job-sharing can enable this to happen, the parties agree to the following provisions:

- (a) Job-sharing requests with regard to full-time positions shall be considered on an individual basis, and the Employer shall reserve the right to determine the appropriateness of such arrangements, including the number of job-shared positions after discussions with the Union at the Union-Management Committee.
- (b) It is the responsibility of the two Nurses who wish to job-share a full-time position to inform the immediate Supervisor. The Employer and the Union will then discuss the proposal in accordance with paragraph (a) above. Where more than one pair of Nurses wish to job-share the same position, the Employer will, in exercising its discretion, consider the timing of the requests, in addition to the general appropriateness of the arrangement.

If any vacancies occur resultant upon the acceptance of a job-sharing arrangement, such vacancies shall be posted if the Employer has a requirement to fill them.

- (c) Save and except as provided for herein, all job-sharers shall be treated as part-time Employees and shall receive percentage in lieu of benefits.
- (d) Should one job-sharing partner transfer or terminate, the remaining partner shall continue her own schedule for a maximum of six (6) weeks from the effective date of the transfer or termination. The Employee may also choose to work the full-time schedule for that period of time. The vacancy created will be posted if the Employer has a requirement to fill it. If no replacement partner is recruited, the remaining partner will have the option of continuing in the full-time position. If she does not wish to continue full-time, she will revert to part-time status.
- (e) Posted schedules for the job-sharers shall be based on the schedules that would apply to a full-time Nurse holding that position. Such schedule shall conform with the scheduling provisions for full-time. Each Nurse would be expected to work one weekend in four.
- (f) Total hours worked by the two job-sharers shall be equal to one full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two Nurses and the immediate Supervisor. This does not exclude the Nurses from opportunities for extra available work.
- (g) Each job-sharer may exchange shifts with her partner, as well as with other Nurses in accordance with the Collective Agreement, provided such exchange creates no additional labour cost to the Employer and meets continuity requirements.
- (h) As a general rule, job-sharers shall cover each other's incidental illnesses and vacation. However, where one job-sharer cannot, due to circumstances beyond her control, cover the other's shift, she shall notify her immediate Supervisor.
- (i) Job-sharers will not be required to work in total more paid holidays than would one full-time Nurse, unless mutually agreed otherwise. Job-sharers will have the right to determine which partner works the scheduled holidays.
- (j) Either party may discontinue the arrangement with one month's written notice and the Employees shall revert to their former status without posting, if such positions are still available.

ARTICLE 15 - CASELOAD MANAGEMENT

- 15.01 The primary responsibility for planning and assignment of clients to service providers rests with the Client Service Representative (CSR) at the Corporate Planning Centre.
- 15.02 Daily assignment of clients to Nurses will be the responsibility of the Client Service Representative (CSR) at the Corporate Planning Centre, in consultation with the primary Nurse (the Nurse assigned the specific caseload) and the Nursing

Supervisor. The daily assignment of work by the CSR will be in accordance with the provision of Article 15.03.

The primary Nurse (the Nurse assigned the specific caseload) will review the caseload and provide input to the CSR with respect to the clinical rationale for assignment changes. Any changes will be implemented by the CSR.

15.03 Daily Assignment of Work

The full-time Nurse(s) assigned to a team will have first priority for RN work assignment within the team. Continuity of care for the patients shall be considered when determining patient assignments. The primary Nurse for a patient may be a full-time Nurse or a part-time Nurse. In all cases where there is work which cannot be done by the full-time Nurse, the work shall be assigned to other Nurses in the following order:

- (a) the scheduled part-time Nurse within the team;
- (b) The non-scheduled part-time Nurse within the team who has indicated availability;
- (c) the casual Nurse assigned to the team who has indicated availability.

ARTICLE 16 - PAID HOLIDAYS

16.01 The following holidays will be recognized as paid holidays:

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

In addition to the paid holidays listed above, each full-time Nurse will be entitled to one float holiday per calendar year. The float holiday will be taken at time mutually agreeable to the Employee and the Employer.

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

16.03 In the event that a full-time Nurse works on any of the foregoing designated holidays, she shall be paid at the rate of one and one half times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive an additional day off with pay.

16.04 A Nurse who works Christmas/Boxing Day, shall not be required to work New Year's Eve Day/New Year's Day. The Employer will rotate the requirement to work Christmas/Boxing Day with New Year's Eve Day/New Year's Day on alternate years.

- 16.05 A part-time or casual Nurse shall be paid at the rate of time and one half her regular straight time hourly rate for all hours worked on the recognized holidays as set out in 16.01.
- 16.06 A tour that begins during the twenty-four (24) hour period of the above holidays, with the majority of hours worked to fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 16.07 Where a holiday falls during a full-time Nurse's scheduled vacation period, her vacation shall be extended by one day, unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time Nurse's scheduled day off, an additional day off with pay will be scheduled.
- 16.08 A Nurse may accumulate up to two (2) lieu days which may be taken at her request, subject to service need, singularly or consecutively, or added to her vacation.
- Such lieu days are to be taken within forty-five (45) days of being earned or they will be paid out.

ARTICLE 17 - VACATIONS

- 17.01 A full-time Nurse shall be granted vacation with pay as follows:
- (a) less than one (1) year of full-time continuous employment - one point two five (1.25) days per month of full-time continuous employment;
 - (b) one (1) or more years but less than three (3) years of full-time continuous employment - three (3) weeks;
 - (c) three (3) or more years but less than fifteen (15) years of full-time continuous employment - four (4) weeks;
 - (d) fifteen (15) or more years but less than twenty-five (25) years of full-time continuous employment - five (5) weeks;
 - (e) twenty-five (25) or more years of full-time continuous employment - six (6) weeks.
- 17.02 All part-time or casual Nurses shall be entitled to vacation pay as follows:
- up to 22,500 hours of service - six per cent (6%) of a nurse's regular straight time hourly rate of pay per pay period;
 - in excess of 22,500 hours of service – eight per cent (8%) of a nurse's regular straight time hourly rate of pay per pay period;
- 17.03 For the purpose of vacation entitlement, service for those Nurses whose status is changed from part-time or casual to full-time, or vice versa, shall mean the combined service as a casual part-time and full-time Nurse accumulated on a

continuous basis. For the purpose of this Article, fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service.

Any time worked in excess of an equivalent shall be prorated at the time of transfer.

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

17.05 Requests for prime time summer vacation (July and August) shall be submitted in writing by April 1st. The Employer will post the final approved vacation list by May 1st. All other vacation requests shall be submitted in writing at least one (1) month in advance, and the Employer shall reply to the request within one (1) week. Denial of such request shall be neither unreasonable nor arbitrary.

17.06 Vacation Scheduling

(a) The vacation quota shall not be unduly restrictive.

Vacation shall be established within the self-scheduling teams in accordance with their client care guidelines.

(b) In the event of conflict amongst bargaining unit staff who have applied in accordance with this Article, seniority shall govern with respect to scheduling of vacations.

(c) A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.

(d) Vacation may commence on any day of the week.

(e) Weekends prior to and following scheduled vacation will be scheduled off wherever possible through the team self-scheduling process.

(f) Single vacation days may be granted as long as it does not occur on a regular basis and does not interfere with others' vacation requests.

(g) Where an Employee's scheduled vacation is interrupted due to hospitalization/serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the Employee's vacation which is deemed to be sick leave under this provision will not be counted against the Employee's vacation credits.

(h) Where a full-time Nurse's scheduled vacation is interrupted due to a bereavement, the Nurse shall be entitled to bereavement leave. The portion of the Employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the Employee's vacation credits.

- (i) A Nurse may not change her authorized vacation time without a written request from the Nurse and the prior approval of the Employer.
- (j) The winter school break (March Break) vacation shall be rotated among interested Nurses as covered by the self-scheduling team.
- (k) The parties agree that annual vacation is intended to be taken in total each year. Where a Nurse is unable to take her entire vacation entitlement, it shall be paid out at the fiscal year end.
- (l) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Executive Director or her Designate.

ARTICLE 18 - SICK LEAVE

- 18.01 Full-time Nurses will accumulate sick leave on the basis of one and one half (1½) working days for each month of service up to a maximum of one hundred and twenty (120) days.
- 18.02 (a) Sick leave credits will continue to accrue for all Nurses during such time as the Nurse may be absent on sick leave paid by the Employer. Designated holidays and regular days off shall not form part of the illness period.
- (b) When a Nurse is ill, she shall receive her regular pay from these credits.
- 18.03 A Nurse shall be entitled to an annual statement of her sick leave credit. This statement shall be given to the Nurse on or before the end of April of each year of her employment.
- 18.04 A Nurse may be required to submit medical information with respect to any period of time she may be absent from her duties due to illness/injury. If a physician's certificate is required, the Employer shall pay any fee for such certificate which is not payable by the Nurse's health insurance plan.
- 18.05 Where applicable, a Nurse who transfers from full-time to part-time or casual status may have her unused sick leave credits restored to her, should she rejoin the full-time staff without a break in service & retain credits for one (1) year.
- 18.06 Where Nurses are unable to schedule medical and dental appointments outside working hours, time off from regularly scheduled working hours may be granted for personal appointments at the discretion of the Executive Director or Designate and will be charged against the Nurse's sick leave accumulation credits in one (1) hour blocks to a maximum of fifteen (15) hours per calendar year. Such leave will not be unreasonably withheld.

18.07 Modified Work

- (a) The Employer will notify the Bargaining Unit President of the names of all Nurses off work due to work-related injury (whether or not the Nurses are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.
- (b) A modified work program may be made available for Nurses returning from illness or injury compensable under the Workers' Compensation Act or LTD.
- (c) The Employer will notify the Bargaining Unit President of the name of any Nurse returning to work on a modified/light/alternate work program.
- (d) Prior to any Nurse who has had an absence of four (4) weeks or more as a result of an injury or illness returning to work on a modified/light/ alternate work program, the Employer will notify and meet with a Staff Representative of the Ontario Nurses' Association and a member of the Local Executive to negotiate a back-to-work program for the Nurse. With absences of less than four (4) weeks, if the parties are unable to agree on a back to work program, then the Staff Representative will be called in to assist. The unavailability of a Staff Representative of the Union shall not delay such meeting.
- (e) The Employer agrees to provide the Nurse and the Union with a copy of the Workplace Safety & Insurance Board, Form 7, at the same time it is sent to the Board.

ARTICLE 19 - PENSION AND GROUP BENEFITS

19.01 A VON Pension Plan is maintained at a National level. Enrollment, participation and contributions by the Nurses and the Employer will be in accordance with the terms and conditions of that Plan.

- (a) All full-time Nurses who are presently enrolled in the Employer's pension plan shall maintain their enrollment in the Plan. Full-time Nurses employed, but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan when eligible.
- (b) Part-time and casual Nurses may participate in the VON Canada Pension Plan.

19.02 Employees currently participating in the VON Canada Status Quo Group Benefit Plans will be transitioned to the VON Canada Flex Group Benefit Plans effective the date of ratification of this Collective Agreement. All eligible employees will join the Flex plan no later than January 1, 2008.

During the term of this Agreement, current benefits apply, subject to 19.03.

The Employer shall contribute toward the premium coverage of participating eligible Nurses in the active employ of the Employer under the insurance plans set out

below, subject to their respective terms and conditions including any enrolment requirements:

(a) one hundred percent (100%) of the billed premium toward the coverage of eligible Nurses in the active employ of VON under the Ontario Health Insurance Plan through the Employer Health Tax.

(b) Life Insurance

i) one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for a group life insurance plan at two times (2X) annual salary as provided under the VON Canada Flex Group Benefits Plan.

ii) A Nurse may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the plan.

(c) Extended Health

Fifty percent (50%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for an Extended Health Care plan as provided under the VON Canada Flex Group Benefits Plan.

(d) Dental Plan

Fifty percent (50%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for Dental Benefits as provided under the VON Canada Flex Group Benefits Plan.

(e) Long-term Disability

Full-time Nurses are required to participate in the Long-term Disability Plan as provided under the VON Canada Flex Group Benefits Plan, subject to its terms and conditions on the basis of one hundred percent (100%) Employee paid premiums

19.03 The employer may substitute another carrier for any of the foregoing plans (other than OHIP) or amend the plan design provided that the level of benefits conferred thereby are not decreased in overall value to the employees, unless mutually agreed to between the Union and the Employer. The Employer will advise the Union of any change in carrier or underwriter or plan amendments at least sixty (60) days prior to implementing such changes.

19.04 The Employer shall provide each Nurse with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Union for inspection.

19.05 Benefit continuation for Employees on pregnancy and parental leave or for those who are in receipt of Worker's Compensation Benefits will be provided in

accordance with the provisions of The Employment Standards act or the Workplace Safety and Insurance Act.

ARTICLE 20 - SKILLS DEVELOPMENT AND TRAINING

- 20.01 The Employer and the Union recognize their joint responsibility and commitment to provide and participate in the professional development of staff.
- 20.02 In recognition of the importance of Employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow Employees to pursue educational opportunities.
- 20.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of Nurses.
- 20.04 Nurses with special skills or training will be identified as peer resource persons and Nurses will be encouraged to make use of these resource persons.
- 20.05 Where new nursing skills are required, the initial training will be offered based upon the case load needs of the area and client requirements.
- 20.06 The Employer will cover the total cost of the initial training for skills new to the Employer and required by the Employer. If the Employer does not have the resources to cover the total cost, the Employer will look to cost sharing strategies with the Union or individual Employee. (E.g., Employer covers the cost of the trainer, location, and supplies and the Employee attends on her own time.)
- 20.07 It is expected that following initial training for needed and required skills, the Nurse will have the responsibility for maintaining ongoing competence, by utilizing her skills in the workplace or attending in-services and completion of the annual recertification process.
- 20.08 Technological Change
- When the Employer introduces new equipment, all staff affected shall receive training and ongoing education in order to optimize maximum efficiency with the new equipment.
- Where computers are introduced into the workplace and Nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the Nurses involved.
- 20.09 Nurses shall be paid for all hours worked during orientation in the pay period subsequent to the orientation.
- 20.10 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario
- The above referenced Peer Feedback is confidential information which the Nurse is expected to obtain, by requesting feedback from peer(s) of her or his choice, for the

sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program.

- 20.11 The Employer shall reimburse for the cost of fax paper and ink to those Nurses who use fax machines for business purposes.

ARTICLE 21 - MISCELLANEOUS

- 21.01 The Employer shall provide a bulletin board in each office for the sole use of the Union.
- 21.02 A copy of this Agreement, in a mutually agreed form, will be issued to each Nurse now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer.
- 21.03 Pay will be deposited twice per month or biweekly into the Employee's bank account by direct deposit, with a clarified, itemized statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.
- All property of the VON in the Nurse's possession must be returned on resignation/termination of employment. The cost of equipment or supplies not immediately returned will be deducted from any monies owing to the Nurse or will otherwise be recovered. The Employee is to make an appointment with their Nursing Supervisor or Designate to return and check off all supplies/equipment on their last day of work, or they will be held responsible for all equipment/supply shortages.
- 21.04 Each Nurse shall keep the Employer informed of changes to relevant employment information.
- 21.05 Where a medical examination is required, a Nurse may choose her personal physician. In the event of a dispute/concern by the Employer and an independent medical assessment/examination is required by the Employer, such costs will be covered by the Employer.
- 21.06 Prior to effecting any changes in the Employer's policies or rules, which would substantially affect Nurses covered by this Agreement, the Employer shall first discuss such proposed changes at the Union-Management Meeting.
- 21.07 (a) It is agreed that the Employer will pay the cost of the immunization vaccine against Hepatitis B for those Nurses who choose to be immunized.
- (b) The Employer agrees to reimburse Nurses the cost of the Hepatovax vaccine where the Nurse so requests and provides a receipt indicating that she has received the vaccine.

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

21.08 Within two (2) weeks following a Nurse's termination of employment, the Employer will provide the Employee with a letter detailing years of experience in the employment agency. In the case of part-time Employees, such experience shall be expressed in hours worked.

ARTICLE 22 - OVERTIME AND PREMIUM PAYMENTS

- 22.01 (a) All time worked in excess of a seventy-five (75) hour fortnight shall be considered overtime. Overtime shall be subject to the following conditions:
- (i) Any work assigned by the Employer to a Nurse in excess of seven and one half (7½) hours, will be considered overtime subject to premium payment.
 - (ii) Notwithstanding the above and in accordance with 14.01 (c), Nurses may choose to work longer than seven and one half (7½) hours. Such choice shall not be considered overtime.
 - (iii) Time up to and including fifteen (15) minutes shall not be counted.
- (b) Where a Nurse works overtime as set out above, the Nurse shall be paid either one and one-half (1½) times the Nurse's regular straight time hourly rate for the overtime worked, or compensatory time off (where applicable) at one and one-half (1½) times in lieu. At the beginning of each fiscal year the Nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

It is understood where the Nurse chooses compensatory time off, such time may be taken as full day intervals subject to operational requirements.

All overtime hours may be pre or post-authorized by the Nurses' immediate Supervisor or her Designate. Nurses will request pre- authorized overtime where feasible. Also where feasible, the Employer may reschedule some of the day's caseload to other Nurses or to other days so as to avoid overtime.

22.02 Call-in/Call-back

A Nurse who has arrived at her residence following the completion of her regular shift and is required to report back to work before the commencement of her next scheduled tour, shall be paid time and one half (1½x) her regular hourly rate of pay. Such payment to be calculated from the time they leave their residence until the time they return from the assignment.

Full-time and part-time Nurses assigned to evening visits following completion of their tour shall receive pay at time and one half (1½x) for all time worked during such visits.

22.03 Standby/On Call

Where a Nurse is assigned to be on call outside of her regularly scheduled working hours, she shall receive on call pay in the amount of two dollars and ten cents (\$2.10) per hour for the period of on call scheduled by the Employer.

22.04 Shift Premium

Where a Nurse is assigned to work on the evening tour, she shall be paid a shift premium of fifty cents (50¢) per hour for all hours worked on this shift.

Effective November 29, 2007, the shift premium will be fifty-five cents (55¢) per hour.

Effective April 1, 2008, the shift premium will be sixty cents (60¢) per hour.

The shift premium is not payable for hours for which the Nurse is being paid at an overtime rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. If two (2) or more premiums are applicable to the same hours, only the highest premium will be paid.

22.05 Weekend Premium

Where a Nurse is assigned to work on a weekend, she shall be paid a premium of sixty-five cents (65¢) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.

The weekend premium is payable for all hours worked on a weekend, including hours paid at an overtime rate. If two (2) or more premiums are applicable to the same hours, only the highest premium will be paid.

22.06 Responsibility Pay

Nurses scheduled "in charge" on weekends shall be paid an additional sixty cents (60¢) per hour.

22.07 Reporting Pay

A Nurse who reports for work according to a normal tour as assigned on the posted work schedule shall, unless otherwise notified by the Employer, receive a minimum of three (3) hours pay at her regular straight time hourly rate of pay if her regular duties are not available. Such Nurse shall be required to perform nursing duties as assigned by the Employer.

22.08 The parties hereby agree that business is commenced as it relates to telephone calls to clients as follows:

- (a) The Employer will pay for all time spent on telephone calls by a Nurse on standby that requires documentation of service, actions taken and advice given which exceeds fifteen (15) minutes accumulated on any shift, at the Nurses' straight time hourly rate.
- (b) Such telephone calls will not be considered call-in/call-back nor be used to calculate hours of work earned toward overtime in the day/pay period.

ARTICLE 23 - TRANSPORTATION ALLOWANCE

23.01 As a condition of employment, all visiting Nurses must have a car at their disposal.

Kilometrage will be paid for use of the Nurses' vehicle at 35¢ (thirty-five cents) per kilometre.

Effective November 29, 2007, the kilometrage rate will be thirty-six cents (\$0.36) per kilometre.

Effective April 1, 2008, the kilometrage rate will be thirty-seven cents (\$0.37) per kilometre.

Effective April 1, 2009, the kilometrage rate will be thirty-eight cents (\$0.38) per kilometre.

Kilometrage shall be measured from the first patient visit or the VON office or 15 km from the Nurse's residence and to the last patient visit, VON office or 15 km from the Nurse's residence. Where the Nurse makes a visit to a single patient while on standby, kilometrage shall be measured from the Nurse's home to the patient's home and return to the Nurse's home.

ARTICLE 24 - COMPENSATION

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

24.02 A Nurse in the employ of the Employer who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations shall, upon presenting proof of current Certificate of Competence issued by the College of Nurses of Ontario, shall be given the salary of the Registered Staff Nurse as provided in this Article, effective the date the Nurse presents proof of successfully passing the certification examination to the Executive Director or her Designate, or to the date of last hire, whichever is later.

24.03 Previous Experience Credit

For the purposes of initial placement of a newly hired full-time or part-time or casual Nurse on the wage grid, such Nurse shall make a claim in writing for recognition of recent related visiting nursing experience and recent related hospital nursing experience at the time of application for employment. No credit shall be given

where the Nurse has not been actively nursing within the immediately preceding last three years. The nurse shall co-operate with the Employer by providing verification of such experience in writing from previous Employers during the probationary period. The Employer shall assess the applicability of the previous experience during the Nurse's probationary period and shall place the Nurse at an appropriate level on the wage grid to be effective upon date of hire. Such placement shall be on the basis of one (1) increment for each year of nursing experience and up to the maximum of the salary schedule.

24.04 An annual increment shall be effective on each full-time Nurse's anniversary date of employment and in the case of part-time and casual Nurses, as follows:

For hours paid prior to the signing of the first Collective Agreement, one year = 1725 hours;

For hours paid after the signing of the first Collective Agreement, one year = 1500 hours.

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

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

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

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

24.08 Percentage in Lieu

(a) In lieu of holiday pay, sick leave, pension and insured benefits part-time and casual Nurses shall receive a percentage of their regular straight time hourly rate of 7.5%.

(b) Part-time and Casual Nurses who participate in the pension plan shall have the percentage in lieu reduced by two percent (2%). In addition, part-time and casual Nurses who participate in the insured benefit plans shall have their percentage in lieu reduced by two percent (2%).

24.09 Inclement Weather

The Employer will provide paid snow days to full-time Nurses and will pay part-time and casual Nurses time spent to reschedule visits.

ARTICLE 25 - DURATION

25.01 This Agreement shall continue in effect until March 31, 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.

Should either party choose to enter into Central Bargaining with the VON and ONA, the parties may mutually agree to do so during the term of this Agreement. Such Agreement shall be signed by both parties and the VON/ONA Central terminal dates for strike/lockout will then apply.

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

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

Dated at Sarnia, Ontario, this 19 day of March, 2008.

FOR THE EMPLOYER

Janet E. Brown

Bob Coleman

Robert

Paul

FOR THE UNION

Donna Alexander
Labour Relations Officer

Joyce Hornweg

Krystal Barnier

Ann M. Wallace

APPENDIX "A"**HOURLY WAGE RATES**

RN	July 1, 2007 1.5%	April 1, 2008 2%	April 1, 2009 2%
1	\$23.20	\$23.67	\$24.14
2	\$24.13	\$24.61	\$25.10
3	\$25.39	\$25.89	\$26.41
4	\$26.65	\$27.19	\$27.73
5	\$27.91	\$28.47	\$29.04
6	\$29.49	\$30.08	\$30.68
7	\$31.07	\$31.69	\$32.32
8	\$32.64	\$33.30	\$33.96
9	\$34.22	\$34.90	\$35.60

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES
Sarnia - Lambton Branch
(hereinafter referred to as "the Employer")

And:

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

Re: Branch Amalgamation

The Employer agrees to inform the Union of branch amalgamation. After such notification, the Employer will meet with the Union to discuss matters of mutual concern surrounding such amalgamation.

Dated at Sarnia, Ontario, this 19 day of March, 2008.

FOR THE EMPLOYER

Lorena Brown
Bob Ueman
[Signature]
[Signature]

FOR THE UNION

Donna Alexander
Labour Relations Officer
Jayne Moonweg
Krystal Barnier
Ann M. Wallace

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES
Sarnia - Lambton Branch
(hereinafter referred to as "the Employer")

And:

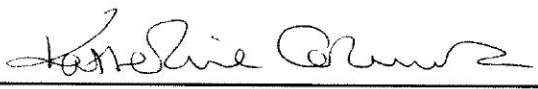

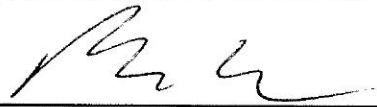
ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as "the Union")

Re: Uniforms

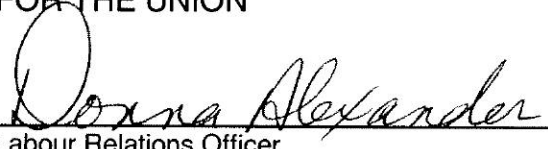

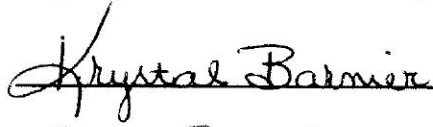

It is recognized by the Employer and the Employees that while there are no uniform requirements in effect, it is expected and agreed that the Nurses will continue to dress in a manner that is appropriate to the working environment and in keeping with the professional aspect of the job.

Dated at Sarnia, Ontario, this 19 day of March, 2008.

FOR THE EMPLOYER

FOR THE UNION


Labour Relations Officer




LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES
Sarnia - Lambton Branch
(hereinafter referred to as "the Employer")

And:

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

Re: Four-Day Week

The Union agrees that full-time Nurses employed by VON, Sarnia-Lambton Branch may choose to work a four (4) day week on the following basis:

1. The decision to work a four (4) day week will be entirely voluntary and any full-time member of the bargaining unit who wishes to work a four (4) day week will inform the Employer of this decision in writing.
2. At any time, a full-time Nurse who has chosen to work a four (4) day week may return to a five (5) day week by giving the Employer four (4) weeks notice commencing with the start/end of a schedule, in writing, of their desire to return to their 5-day full-time schedule.
3. Any full-time Nurse choosing to work a four (4) day week will continue to be considered a full-time Nurse and service and seniority will continue to accrue on the basis of hours worked.
4. These positions will remain full-time positions and if one of the present full-time positions becomes vacant, and if the Employer decides to post the position, the Employer will assess the caseload to determine if full-time work is available. If the caseload does not support a full-time position, a new part-time or casual position may be posted. If it is posted as a full-time position, the successful applicant will then have the choice of working a four (4) day week as outlined in this Letter of Understanding.
5. Benefits will be prorated as follows:

There would be no change in status of benefits for Dental, Long-term Disability Insurance, Extended Health and Basic Life Insurance.

Vacation entitlement will be based on completed years of continuous service.

Vacation entitlement will not be prorated, however, the number of vacation days paid will be prorated to adjust for the four (4) day week.

Stat holiday pay will be prorated.

Sick leave credits will be accrued on a pro-rata basis proportionate to the amount of time worked.

- 6. The Employer or the Union may withdraw the agreement to the four (4) day week at any time by giving the other party six (6) weeks written notice commencing with the start/end of a schedule.

Dated at Sarnia, Ontario, this 19 day of March, 2008.

FOR THE EMPLOYER

Janetie Brown

Barb Coleman

h. P. ...

[Signature]

FOR THE UNION

Donna Alexander
Labour Relations Officer

Jayne Mannweg

Krystal Barrier

Ana M. Wallace

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES
Sarnia - Lambton Branch
(hereinafter referred to as "the Employer")

And:

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

Re: Addendum to Article 22 – Compensation in relation to Visiting Nursing Mentor Program

If the Sarnia – Lambton Branch of the Victorian Order of Nurses applies for and is successful in obtaining funding and staff through the Government initiative for "Nursing Enhancement Fund" via Supernumerary positions, a budget for a mentorship program where a VON Visiting Nurse applies for and is accepted as a mentor for a newly hired novice Nurse or candidate with temporary registration with the College of Nurses of Ontario, who is accepted into the mentor program, he/she:

1. Shall receive a Mentor Premium of one dollar (\$1.00) per hour, to a maximum of twenty-eight (28) weeks, for all hours worked in the mentor relationship.
2. In addition to regular nursing duties she/he will be released for up to 60 hours time spent working in the mentor relationship. It is understood by the parties that there shall not be a reduction in the hours of work as a result of the Nurse working in the Mentor Program.

Effective upon signing this Addendum, the Collective Agreement shall be deemed to be amended and this Letter shall form part of that Collective Agreement, expiring March 31, 2010.

Dated at Sarnia, Ontario, this 19 day of March, 2008.

FOR THE EMPLOYER

Lane Shie Corns

Barb Leman

LPokitu

PR

FOR THE UNION

Donna Alexander
Labour Relations Officer

Joyce Moonweg

Krystal Barmie

Ann M. Wallace

LETTER OF UNDERSTANDING

Between:

**VICTORIAN ORDER OF NURSES
Sarnia - Lambton Branch
(hereinafter referred to as "the Employer")**

And:

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

Re: Shift Nursing (formerly Independent Health Practitioners)

1.0 Nurses working in the shift-nursing program will be covered by the following clauses of the Collective Agreement;

Article 1	Article 12.01
Article 2	Article 12.03
Article 3	Article 12.04
Article 4.04	Article 12.05
Article 4.05	Article 12.06
Article 4.08	Article 12.10
Article 5	Article 13
Article 6	Article 16
Article 7	Article 18.07
Article 8	Article 21.01
Article 9	Article 21.02
Article 10.02	Article 21.03
Article 10.04	Article 21.04
Article 10.07	Article 21.05
Article 10.09	Article 21.06
Article 11	Article 21.07
	Article 23.01
	Article 24.03
	Article 25

Seniority for Shift Nurses will be kept separate and apart from all other Nurses for all purposes.

(a) Shift Nursing will be utilized for private duty nursing and clinics. A shift ranges in length from two (2) to twelve (12) hours. The hours of each shift will be determined

- (b) The seniority list for the Shift Nursing Program will be maintained separately from all other VON nursing program seniority lists.
- (c) Subject to this, assignments shall be made in order to provide continuity of care to the client and in response to client request. Assignments will be based on availability, skills, experience, and when all this is equal, seniority.

2.0 Compensation (Effective September 30, 2001)

- (a) Shift Nurses shall be paid as per the Wage Grid set out in Appendix "A".
- (b) Part-time and casual RNs working as Shift Nurses shall be entitled to the applicable percentages in lieu of vacation, holidays, sick leave and ensured benefits as set out in the collective agreement. Such amounts shall not be included in the base used for the purpose of calculating overtime.

3.0 Premium Pay

- (a) All time worked in excess of eighty (80) hours in a two-week period shall be considered as overtime and shall be paid at a rate of time and one half (1½).

4.0 Cancellation

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

5.0 Reporting Pay

- (a) A Nurse who is called in or reports for shift/clinic 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 may be required to perform any nursing duties assigned by the Employer but not in the Visiting Nursing Program.

Dated at Sarnia, Ontario, this 19 day of March, 2008.

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
 Labour Relations Officer
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

**VICTORIAN ORDER OF NURSES
Sarnia - Lambton Branch
(hereinafter referred to as "the Employer")**

And:

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

Re: 12-Hour Visiting Nursing Tours

Notwithstanding Articles 4 Definitions, Article 14 Hours of Work and Article 22 Overtime and Premium Payments, the parties agree to implement an extended daily tour in the visiting nursing program subject to the following terms and conditions:

1. The normal extended daily tour shall be eleven and one quarter (11.25) hours per tour, exclusive of a forty-five (45) minute unpaid meal break. Employees shall be permitted three paid rest periods of fifteen (15) consecutive minutes in each tour.
2. Overtime shall be defined as approved hours worked in excess of eleven and one quarter (11.25) hours per tour or in excess of the employee's regular posted full-time scheduled hours in a two-week pay period.
3. The core working hours for the extended tour will be 0800 to 2200 hours. Actual starting and end time per shift may vary depending on operational requirements.
4. Nurses working extended tours will be required to work every third weekend as per the established rotational shift schedule covering a six (6) week period and to be on call as required.*
5. Shift premium shall apply only to those hours worked between 1530 and 2200 hours.
6. For the purpose of accumulation of leave credits, including Article 17, Vacations, and Article 18, Sick Leave, a "day" is defined as seven and one-half (7.5) hours. Employees on an approved paid leave of absence, including vacation and sick leave, shall receive payment for all scheduled hours of work missed, to the extent of their available accumulated leave credits.
7. Employees who work on one of the paid holiday set out in Article 16, shall be paid at the rate of time and one half (1.5) their regular straight time rate for all hours worked on such holiday. Employees who are entitled to an additional day off for working on a paid holiday shall receive seven and one half (7.5) hours pay for such day at their straight time rate of pay.

