

COLLECTIVE AGREEMENT

Between:

CAREFOR HEALTH & COMMUNITY SERVICES



And:

ONTARIO NURSES' ASSOCIATION



Expiry date: March 31, 2022

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

ARTICLE 2 – RECOGNITION

- 2.01 The Employer acknowledges that the Ontario Nurses' Association is certified as the bargaining agent for all registered nurses and nurses holding a temporary licence with the College of Nurses of Ontario employed at Carefor Health & Community Services save and except Supervisors and persons above the rank of Supervisor.
- 2.02 All references to officers, representatives, and committee members of the Association in the Agreement shall be deemed to mean officers, representatives, and committee members of the Bargaining Unit, Local 74 - Ontario Nurses' Association. All correspondence sent by the Employer to the Association shall be sent to the Bargaining Unit President and copied to the Labour Relations Officer.

ARTICLE 3 – MANAGEMENT FUNCTIONS

- 3.01 The Employer retains the rights of management save insofar as they are modified by this Agreement. Without limiting the generality of the foregoing, the Employer retains the sole right to:
- (a) Direct the nurses, assign work, hire, discharge, classify, promote, demote, transfer, lay-off, suspend or otherwise discipline a nurse for just cause. A claim that a nurse has been improperly classified or has been demoted, suspended or otherwise disciplined, without just cause, may be subject of a grievance.
 - (b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the nurses work, numbers of nurses and staff requirements.
 - (c) Make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.
 - (d) The Employer agrees that in exercising its rights as enumerated above, it shall not do so in a manner inconsistent with the Collective Agreement.

ARTICLE 4 – DEFINITIONS

- 4.01 A full-time nurse is a nurse who works seven and one-half (7.5) hours in a day and seventy-five (75) hours in a two (2) week pay period.
- 4.02 A regular part-time nurse is a nurse who works on a predetermined schedule but works less than seventy-five (75) hours in a two (2) week pay period and is paid an hourly rate.
- 4.03 A casual part-time nurse is a nurse who works on an interim basis and is paid an hourly rate.
- 4.04 A registered nurse is a nurse who holds a Certificate of Competence with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act. Nurses are required to remain registered with the College of Nurses of Ontario during their employment and must therefore renew their registration yearly.
- 4.05 The definition of a registered nurse with a temporary certificate of competence shall be in accordance with the College of Nurses of Ontario. If a nurse's temporary certificate of competence is revoked as a result of failure to successfully complete the registration examination, the nurse will be placed on unpaid leave of absence for up to six (6) months. During this period the nurse shall rewrite the examination at the next scheduled examination date. Where a nurse fails to complete the certification requirements during this period, the nurse will be terminated and such termination shall not be the subject matter of a grievance or arbitration procedure. Notwithstanding the foregoing the Employer may extend the time frame in extenuating circumstances.
- 4.06 The word "nurses" as when used throughout this Agreement shall mean persons included in the bargaining unit outlined in Article 2.01.
- 4.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the context so requires. Where the singular is used it may also be deemed to mean the plural.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse as a result of the nurse's membership or non-membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising the nurse's rights under the collective agreement or any applicable legislation.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this agreement.

- 5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.
- 5.04 The parties agree that 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.

ARTICLE 6 – NO STRIKE, NO LOCKOUT

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

ARTICLE 7 – ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this agreement an amount equal to the regular monthly Association dues designated by ONA.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work.
- 7.03 The Association shall notify the Employer in writing of any changes in the amount of such regular Association dues at least one month prior to the effective date of such change.
- 7.04 The Employer will send to the Association monthly, its cheque for the dues so deducted, along with the list of the names and amount of such deductions for each nurse. The list shall show terminations, new hires, commencement and/or

termination dates of leaves of absence in excess of thirty days, and the social insurance number. A copy of this list will be sent to the Bargaining Unit President.

- 7.05 The Association shall indemnify and save the Employer harmless from any claims from nurses as a result of dues having been collected in accordance with the terms of this agreement.
- 7.06 It is understood and agreed that the Employer has the responsibility for the deduction of dues.
- 7.07 The Employer shall provide each nurse with an electronic T4 slip, showing the dues deducted in the previous year for income tax purposes and a duly completed and signed electronic T2200 slip.
- 7.08 The Employer will co-operate in the provision of access by the Association to the system by providing an email address for ONA, for the sole purpose of notification of members regarding Association related matters. No nurse will be reprimanded for leaving a message on a voice mail when such message pertains to notification regarding Association related matters. The Association shall abide by the procedures established for the system. There shall be no additional cost to the Employer.

ARTICLE 8 – REPRESENTATIVES AND COMMITTEES

8.01 Nurse Representatives

The Employer agrees to recognize nurse representatives as designated by the Association.

8.02 Grievance Committee

The Employer will recognize a Grievance Committee of two (2) Association members for the purpose of meeting with the Employer in the grievance procedure.

8.03 Association-Management Committee

There shall be an Association-Management Committee composed of up to three (3) Association Representatives. The Committee shall meet every two months unless otherwise mutually agreed. There will be a minimum of four (4) meetings per year. Agenda items to be discussed shall be exchanged in writing at least five business days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to Carefor nursing or matters relating to the interpretation or administration of the Agreement. The Committee shall promote and provide for effective and meaningful communication. The Association may include the attendance of Labour Relations Officer as required.

In the event that the Employer assigns a number of patients or a workload to an individual Nurse or group of Nurses such that they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, the nurse may refer the matter in writing to the Union Management Committee within thirty (30) calendar days. The Chairman of the Union

Management Committee shall convene a meeting of the Union Management Committee within ten (10) calendar days of the referral. The Committee shall discuss and attempt to resolve the matter to the satisfaction of both parties. If the matter is not resolved it may be referred under the Grievance Procedure.

Such concerns and issues will be documented by the Nurses on the Professional Responsibility Workload Report Form as shown in Appendix B.

The Employer agrees to provide at the Association-Management Committee, upon request from the Union, data regarding volume of referrals, capacity, visits per month, missed visits, and an update on the status of the Employers contract with the funding agency.

8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee composed of three (3) Association members and the Labour Relations Officer, for the purpose of negotiating renewals of the collective agreement. The Union's Negotiating Team will consist of the Bargaining Unit President, one (1) full-time member and one (1) part-time member or as designated by the Bargaining Unit.

8.05 Joint Health & Safety Committee

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

Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one representative selected or appointed by the Association from the bargaining unit. The Employer will ensure that a member is trained to be a certified worker as defined under the *Occupational Health Safety Act*, shall be from the Association. Such training and time required shall be paid for by the Employer.

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. The Employer will ensure that members performing duties as assigned by the Joint Health and Safety Committee will be compensated as per the *Occupational Health and Safety Act*.

8.06 The Employer will recognize a representative appointed by the union to the Pension and Benefits Committee.

8.07 The Association shall keep the Employer notified in writing of the names of the current nurse representatives, committee members and any other officers of the local Association who are employed by the Employer.

8.08 The Parties recognize that a nurse representative has the responsibility to perform regular duties and to represent nurses' on Association business. If a

representative must leave regular duties for any period of time in order to attend to Association business the representative will coordinate the time needed to fulfil these duties with the supervisor. Upon completion of the business the representative will inform the supervisor that they have returned.

8.09 Representatives of the Association shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement.

(a) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation. A committee member scheduled the night before or the evening of the day of negotiations will be rescheduled to be working the day shift on the day of negotiations.

(b) The Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.

(c) A representative of the Association who is not working and attends meetings or fulfils reasonable duties related to responsibilities under the collective agreement on the nurse's own time, will be paid for the time. The nurse will have the option of banking the hours at straight time. Such banked hours will be scheduled off at a time that is mutually agreeable between the nurse and the Employer.

8.10 The Association 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 thirty (30) minute period of time within regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.01 (a) A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement.

(b) At any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by a Union representative.

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 the complaint with the Nursing Manager within fourteen (14) calendar days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse. The Manager shall reply within fourteen (14) calendar days. If the matter is not resolved, it shall be taken up as a grievance.

Step 1

The written grievance shall be submitted to the Nursing Manager or designate, within seven (7) calendar days of the supervisor's reply. A meeting may be held to pursue a settlement of the grievance within fourteen (14) days. A reply shall be given in writing to the Bargaining Unit President or Grievance Chairperson within fourteen (14) calendar days of receipt of the grievance. The Parties may include the Labour Relations Officer.

9.03 Should the matter not be resolved, it shall be referred to arbitration within fourteen (14) calendar days of the date of the Employer response. 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 fourteen (14) calendar days, of the name of their respective nominee. Such nominees shall select a chair within a further fourteen (14) calendar days. Should the parties or the nominees where applicable not be able to agree on the chair, then a request will be made to the Minister of Labour for the Province of Ontario to appoint the chair.

9.04 The arbitrator shall not be authorized to make a decision inconsistent with the provisions of this Collective 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.

9.08 Policy Grievance

A grievance arising between the Union and the Employer shall proceed to Step 1 within fourteen (14) 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 fourteen (14) calendar days of the occurrence, or ought reasonably to have come to the attention of the nurses.

9.10 Discharge/Suspension Grievance

(a) The Employer agrees that it will only suspend and discharge for just cause. The Employer agrees to provide written reasons within a reasonable time to a nurse who has been discharged. These grievances will be filed at Step 1 within fourteen (14) calendar days of such occurrence, or ought reasonably to have come to the attention of the nurse.

- (b) In the case of suspension or discharge, the Employer shall notify the nurse of their right to have Union representation during the Discipline meeting.

ARTICLE 10 – SENIORITY

10.01 Job Security:

- (a) Seniority for full-time nurses shall be defined as length of service within the Bargaining Unit since date of last hire subject to Article 10.05. Seniority shall be posted in years to 3 decimal places.
- (b) Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire within the Bargaining Unit. It is recognized that fifteen hundred (1,500) hours paid is equivalent to one (1) year of full-time seniority. Seniority shall be posted in hours; in addition, such hours shall be divided by 1500 to reflect years to 3 decimal places for the purpose of integrated seniority comparisons.

10.02 The probationary period for full-time, part-time and casual nurses shall be four hundred and fifty (450) hours.

The probationary period may be extended a further three hundred (300) hours by mutual consent.

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 reasons which are arbitrary, discriminatory or in bad faith.

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

10.04 The Employer will keep up to date separate seniority lists for full-time and part-time nurses and supply copies of the current lists to the Association twice a year, including the first full pay period in December and June by December 31 and June 30 each year and prior to any layoff.

The Employer will also post these seniority lists at each Carefor Site and forward a copy to the Bargaining Unit President.

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 absent due to sickness or injury and/or disability;
- (d) When on pregnancy/parental 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;
- (c) A nurse who is rehired within six (6) months from the date of their resignation will be reinstated with salary and vacation entitlement at the time of departure and will have all seniority re-credited.

10.07 Seniority shall be lost and a nurse 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 their intention to return within seven (7) calendar days after receiving 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 receiving the notice of recall or such further period of time as may be agreed upon by the nurse 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.
- (g) Is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

10.08 A nurse's full seniority and service shall be retained by the nurse in the event that the nurse is reclassified from full-time to part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for full seniority and service on the basis one year of full time service will equal fifteen hundred (1,500) hours of part time seniority. A nurse whose status is changed from part-time to full-time shall receive credit for full seniority and service on the basis of one year of seniority or service for each fifteen hundred (1,500) hours paid calculated to 3

decimal places. The foregoing service calculation applies to only when converting seniority from full time to part time status or vice versa.

10.09 Positions Outside the Bargaining Unit

Any nurse who takes a management position for any reason shall have their seniority frozen at the time the nurse exits the Bargaining Unit into the management position. The Employer shall provide the Union in writing with confirmation of the member's seniority at the time of the exit from the Bargaining Unit. The member may only be out of the Bargaining Unit for a period of nine (9) months, and will not accumulate seniority while out of the Bargaining Unit.

When a nurse returns to the Bargaining Unit within nine (9) months of exiting, the member's seniority will be reinstated. A Nurse must remain in the bargaining unit for a period of a least three (3) months before transferring out of the bargaining unit again or the nurse will lose all seniority held at the time of the subsequent transfer.

10.10 Protection of Bargaining Unit Work

The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any nurses follows. Contracting out to an Employer who is organized and who will employ the nurses of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

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 seniority within the bargaining unit provided the nurses remaining are qualified to perform the available work. Probationary nurses shall be laid-off first, followed by the most junior nurses. Layoff and recall rights of full-time nurses shall be separate from part-time nurses.
- (b) Nurses shall be recalled in order of seniority, provided that the nurse is qualified to perform the available work.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of layoff.
- (d) A nurse on layoff will be given job opportunities (vacancies) before any new nurses are hired into that category.
- (e) No new nurse will be hired when there is a nurse on lay-off with the required skills and qualifications.
- (f) A reduction of the regular part-time staffing complement is considered a layoff.

- 10.12 In the event of a proposed layoff of a permanent or long term nature the Employer will:
- (a) provide the Association with no less than up to thirty (30) calendar days' notice of such layoff and;
 - (b) meet with the Association to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Employer will undertake after the layoff;
 - iii) method of implementation including the areas of cutback and the nurses to be laid off; and,
 - iv) any other alternatives.
 - (c) In the event of a cutback in service which will result in displacement of nurses', the Employer will provide the Association with up to thirty (30) calendar days' notice. If requested, the Employer will meet with the Association Management Committee to review the reasons and expected duration of the cutback in service, realignments of service and its effect on nurses in the bargaining unit.
 - (d) When a nurse accepts a long-term layoff, the nurse shall be entitled to receive severance pay in accordance with the *Employment Standards Act*.
 - (e) Prior to laying off nurses, the Employer will provide nurses with the option to retire if eligible under the terms of the pension plan.

10.13 Layoff Options

- (a) Nurses shall have the following entitlements in the event of a layoff:

In the event of a single shift reduction of nurses, nurses may first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of the layoff.

A nurse who has been notified of a layoff may:

 - i) accept the layoff; or
 - ii) opt to retire if eligible under the terms of the pension plan; or
 - iii) elect to transfer to a vacant position, provided the nurse is qualified to perform the available work; or
 - iv) displace the least senior nurse in any classification in the bargaining unit whose work they are qualified to perform.
- (b) In all cases of layoff:

Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.

Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to the former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to the former position there shall be no obligation to consider the vacancy under the Job Posting provisions. Where the nurse refuses the opportunity to return to the former position the nurse shall advise the Employer in writing.

10.14 Termination of Service

- (a) A nurse shall endeavour to give one month's written Notice of resignation.
- (b) A full-time or regular part-time nurse who has been employed for three (3) months or more shall be given Notice of long term layoff (a layoff of three (3) months or more) in accordance with the following:
 - i) An employee with less than five (5) years of service will receive four (4) weeks notice in writing or pay in lieu thereof;
 - ii) An employee with five (5) years of service will receive five (5) weeks notice in wiring or pay in lieu thereof.
 - iii) An employee with six (6) years of service will receive six (6) weeks notice in writing or pay in lieu thereof.
 - iv) An employee with seven (7) years of service will receive seven (7) weeks notice in writing or pay in lieu thereof.
 - v) An employee with eight (8) or more years of service will receive eight (8) weeks notice in writing or pay in lieu thereof.
- (c) A nurse may be discharged for just cause without notice or pay in lieu thereof, notwithstanding the foregoing.

ARTICLE 11 – JOB POSTINGS

- 11.01 The Employer will post all vacancies and new positions in the bargaining unit for seven (7) calendar days, in order to allow interested nurses to apply, prior to filling the position. The Employer will provide the job posting to the Bargaining Unit President, at the time of posting and will also send a copy of the job posting by email. The job posting will be announced to all nurses in the Bargaining Unit on email. If no qualified nurse applies to the job posting, the Employer may hire a nurse from outside the Bargaining Unit. The name of the successful applicant(s) shall be posted by the Employer within seven (7) days of the selection being made.

This information will also be provided to the Bargaining Unit President by email at the time of the posting.

- 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. In filling of such temporary vacancy, the Union will be informed of the specific circumstances which gave rise to the temporary vacancy.
- 11.03 Vacancies of less than sixty (60) calendar days will be covered by existing nurses. In the event that the vacancy cannot be covered by existing nurses, the vacancy will be posted. Should this temporary vacancy be elsewhere than the nurse's usual area of work, the nurse will return to their usual area of work at the completion of the temporary vacancy provided the area of work still exists.
- 11.04 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.
- 11.05 A nurse may make written request for transfer to another area of the city or team. Requests for transfer will be submitted in writing to the Nursing Manager and will be approved in order of seniority subject to operational requirements. A Nurse will be required to resubmit any requests in writing for transfer on an annual basis.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Personal Leave

Leave of absence without pay may be granted at the discretion of the Employer for personal reasons. Nurses may make a written request for unpaid personal leave of absence based on the *Employment Standards Act*. Verbal requests will be accepted in exceptional circumstances with the exception that the request will be provided in writing as soon as possible.

- 12.02 All leaves of absence without pay of more than thirty (30) days 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 the leave, the nurse 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 Appointments

A nurse may request a planned absence for a personal reason to attend medical, dental or other professional appointments. In order to accommodate such requests a nurse may use earned time i.e. vacation, banked time, Statutory Holiday lieu day to maintain paid hours for the day with the approval of the Manager.

Leave will be granted based on staffing requirements or the nurse may adjust their scheduled hours or take leave of absence without pay with approval of the Manager. Such absences must be requested in writing as far in advance as practical prior to the required time.

12.04 Secondment/Special Projects

A nurse who has been granted approval by the Director of Client Services or designate for a secondment in the Health Sector or to serve on special projects for the Association may be given a leave of absence without pay for a period of up to two (2) years. The Parties will document the Secondment in writing including the time frame and any additional provision required.

There shall be no loss of seniority or service as a result of such leave. Salary and applicable benefits will be maintained by the Employer. The Employer shall be reimbursed for the full cost of salary and applicable benefits by the Association or by the agency to which the nurse is seconded. The nurse agrees to notify the Employer of the intention to return to work at least four (4) weeks prior to the date of such return.

12.05 Professional and Education Leave

Nurses may be granted leave(s) of absence with or without pay to attend workshops, seminars and courses, which may be deemed beneficial to the nurse's professional development especially as it relates to the nurse's responsibilities. Selection shall be made in an equitable basis from nurses who make written application to attend such education. Such leave and payment of any Professional Leave is granted at the discretion of the Employer.

12.06 Jury/Witness Duty

If a nurse is required for jury selection or to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties with the Employer, the nurse will not suffer loss of regular pay from regularly scheduled hours. The nurse will promptly notify the Employer in writing, upon notification that the nurse will be required to attend, and provide the Employer with any compensation amounts paid minus expenses for such service or attendance to the Employer. The nurse will present proof of such service requiring attendance.

12.07 Include the definition of "Spouse"

"Spouse for the purposes of any entitlement under the Collective Agreement will be defined as in the "Family Law Act". "Spouse" for the purposes of entitlement under the Collective Agreement will also include a partner of the same sex.

12.08 Bereavement Leave

Following a death in the nurse's immediate family, the nurse shall be granted up to three (3) days off plus two (2) days for travelling if required. A member of the

nurse's 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, step-parent, step-child, same sex partner and their immediate family members as defined above, legal guardian, fiancée. The nurse shall receive 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. "Immediate family" and "in-laws" shall include the relatives of spouses as defined above.

The nurse shall be granted one (1) day bereavement leave without loss of regular pay to attend the funeral of, or a memorial service (or equivalent) to their aunt, uncle, niece or nephew.

A nurse may request unpaid time off to attend a funeral and time off will be granted based on staffing requirements.

Nurses will be granted flexibility to move one (1) day of the three (3) bereavement entitlement in order to accommodate religious and cultural diversity.

12.09 Leave for Association Business

Leave of absence without pay to attend Association business will be granted. The total of such days shall not exceed forty (40) days per year. The maximum number of nurses will be four (4) nurses absent from duty at any one time. During such leave of absence the nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Additional leave for Union business will not be unreasonably denied.

12.10 Leave of Absence for Local Co-ordinators

A nurse selected as a Local Co-ordinator for the Ontario Nurses' Association shall be granted leave of absence without pay for up to a total of forty (40) days annually. During such leave of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

Leave of absence for Local Co-ordinators for the Ontario Nurses' Association will be separate from the Union leave provided in Article 13.

12.11 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 Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.12 Leave – ONA Provincial President

A nurse elected to the Office of President of the Ontario Nurses' Association shall receive a leave of absence for each two year term. The nurse shall continue to accrue seniority and service during the absence.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of the intention to return to work at least four (4) weeks prior to the date of return.

12.13 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 at least one (1) month in advance of the date of the commencement of the Leave and the notification 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 as a result of an adoption.
- (c) The nurse will confirm the intention to return on the date originally approved at least four (4) weeks in advance of the return date, and has the right to return to the former position, if it still exists, or to a comparable position, if it does not.
- (d) Each nurse/parent who has worked for the Employer for thirteen (13) weeks shall be granted sixty-one (61) weeks of unpaid parental leave if the nurse also took pregnancy leave. A nurse/parent may request a total of sixty-three (63) weeks of unpaid parental leave if they have not requested pregnancy leave. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave.

All other parents must begin this leave not later than seventy-eight (78) weeks after the child is born or comes into their care.

- (e) A nurse shall be permitted to commence pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (f) A nurse shall continue to accumulate seniority, service rights and shall continue to participate in the pension plan and group benefits plan unless the nurse indicates in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a parental relationship of some permanence with the natural or adoptive mother or father of the child.

- (h) A nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/ pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed eighteen (18) continuous months per pregnancy/adoption.
- (i) A nurse who is on pregnancy leave as provided under this Collective Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-five percent (85%) of the regular weekly earnings and the sum of the weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that the nurse is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined in the same manner as defined in the Employment Standards Act.

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

- (j) The total amount of the supplemental unemployment benefit paid by the Employer shall not increase as a result of a nurse's choice to take extended parental leave and receive a reduced Employment Insurance Benefit.

ARTICLE 13 – HOURS OF WORK

13.01 The following provisions are intended to designate normal hours of work on a daily shift 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 shift or during each work schedule.

- (a) The normal daily shift worked shall be seven and one half (7.5) hours exclusive of unpaid meal breaks (inclusive of travel time).

Nurses are paid kilometres in excess of twenty-five (25) kms when driving from their home to a client or the office or when leaving the office or last client to their home.

A nurse who resides outside the City of Ottawa may claim kilometres from the Carefor Health and Community Services' Local Health Integration Network (LHIN)s Visiting Nursing Program contract boundaries when it exceed twenty-five (25) kms when travelling to or from a client or the office.

A nurse who has requested to work in a specific district which exceeds the twenty-five (25) kms from home will be paid kilometres for travel from the boundary of the requested district.

- (b) The normal hours of work for a full-time nurse shall average 75 hours per two week period.

A nurse may request in writing to work hours other than the regularly scheduled hours of work, with the approval of the Manager, when operationally feasible based on the staffing requirements.

- (c) It is recommended that a nurse schedule a meal period no later than the mid-point of the scheduled shift.
- (d) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week.

13.02

Scheduling

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

- (a) The work schedule which includes night standby shall be posted four (4) weeks in advance and shall cover a four (4) week period.
- (b) Where possible, any request for time off must be submitted in writing two (2) weeks in advance of the posting of the schedule.
- (c) There shall be no split shifts scheduled by the Employer, unless mutually agreed.
- (d) A full-time nurse working at the Mission Hospice who is called into work a shift and arrives within one (1) hour of the start of the shift will be paid for the entire shift of seven point five (7.5) hours.
- (e) The approved posted schedule shall provide a minimum of 16 hours off between scheduled shifts unless mutually agreed.
- (f) A nurse shall not be scheduled by the Employer to work more than seven (7) consecutive shifts. If a nurse is required to work on an eighth (8th) consecutive and subsequent shift, the nurse shall be paid at one and one half (1½) times the nurse's regular straight time hourly rate.
- (g) A Nurse's scheduled shifts or tour on a posted work schedule shall not be changed by the Employer to another shift or tour (e.g. days to evenings) without twenty-four (24) hours' notice. The employer will not exercise this clause in an arbitrary manner. The least senior nurse will have the shift or tour changed on a rotational basis.
- (h) A request for an exchange of shift(s) 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.

13.03

Evening Shift

- (a) The normal hours of work for the visiting evening shift will be sixteen hundred (1600) hours to twenty-four hundred (2400) hours.

If the Employer plans to implement changes to the evening shift hours, the Employer will provide the Union with thirty (30) calendar days notice and will meet with the Union within two (2) weeks of the notice to discuss any issues related to the change in hours.

- (b) A regular part-time or casual nurse who is working evening hours and has completed the work assignment may be required to remain available until 2400 hours. The remaining time will be compensated at the regular rate of pay.
- (c) Nurses working at the Mission Hospice on the evening shift will be paid shift premium for all hours worked during their scheduled evening shift.
- (d) In the event of the need for last minute coverage of an evening shift there will be an attempt to cover the evening shift by a volunteer first. If coverage is not obtained then the next nurse on a rotational basis will be assigned to the evening shift. The evening shift being covered will be exchanged for an evening shift that was to be scheduled later if possible. Changes to the nurse's scheduled hours should not cause undue hardship for the nurse.

13.04

Weekend Duty

- (a) The scheduling of full-time and regular part-time 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:

Full time and regular part time nurses will be scheduled every second weekend.

A nurse that has their scheduled weekend shift(s) cancelled will not be required to have the weekend shift(s) rescheduled during the fiscal year.

All full time and regular part time nurses will work a maximum of twenty two (22) weekends each fiscal year.

Note: Article 14.02 (g) must reflect Article 13.04 (a)

- (b) A weekend shall be defined as commencing at 2400 hours Friday and ending at 0800 hours on Monday, however, an employee, (other than a full-time evening employee) will not be scheduled after 16:30 hours on the Friday of their weekends off more than once in six (6) consecutive weeks, unless the nurse requests otherwise and the employer agrees.

- (c) Where a nurse is scheduled for a weekend and a holiday occurs on either the Friday or the Monday, such nurse will be scheduled for the holiday as well.

13.05 Night Standby

In the event of the need for last minute coverage of a Night Standby shift, there will be an attempt to cover the shift by a volunteer first, then by the next available nurse on the night standby rotation. When possible, the night standby shift will be exchanged. Changes should not cause undue hardship for the nurse asked to provide the coverage. Night standby should not be scheduled on the nurse's days off unless mutually agreed upon.

ARTICLE 14 – PART-TIME SCHEDULING AND CANCELLATION GUIDELINES

14.01 Availability of Regular Part Time and Casual Nurses

- (a) Regular part-time nurses, including Job Share nurses, may submit availability for additional shifts beyond their commitment two (2) weeks prior to the posting of the schedule.
- (b) Casual nurses may provide availability two (2) weeks prior to the posting of the schedule.
- (c) Regular part time and casual nurses may provide availability for hours that are less than a full shift of seven point five (7.5) hours, where the hours provided start during the day shift and go into the evening shift. Scheduling of shifts will be assigned first to nurses who are available for the full seven point five (7.5) hour day or evening shifts.
- (d) Work will be assigned first to Regular Part Time nurses, including Job Share nurses, based on seniority, then to Casuals based on seniority.
- (e) Work will be assigned first to regular part time and casual nurses first, who have provided their availability as noted above, two (2) weeks prior to the posting of the schedule.

14.02 Scheduling of Regular Part-time Nurses

- (a) Regular part-time nurses will commit to work up to four (4) shifts per week. The number of shifts shall not be construed to be a guarantee of hours of work to be performed on each scheduled shift and during each work schedule;
- (b) To be scheduled weekends as listed in Article 13 unless a nurse requests weekend work in writing.
- (c) Designated holidays shall be equitably distributed among the part-time nurses in the bargaining unit.

- (d) Regular part-time nurses will be scheduled to work their full commitment of hours during the Christmas/New Year's period.
- (e) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week.
- (f) Regular part-time nurses will be scheduled based on the agreed employment commitment. Regular part-time nurses may also indicate their availability for additional hours unless the nurse provides twenty-four (24) hours advance notice that the nurse is no longer available.
- (g) Regular part-time nurses will be scheduled to a maximum of twenty-two (22) weekends per year.
- (h) Regular part-time and casual part-time nurses may be hired to do weekend work only. This may include a paid holiday attached to a weekend.
- (i) A casual nurse normally is not regularly scheduled and is not necessarily scheduled for a full seven point five (7.5) hours.

14.03

Cancellation Guidelines

- (a) In the event work is not available for a scheduled part-time nurse in the District, then the nurse will be assigned to work in another District. If a cancellation(s) is required, it shall be done in the District in reverse order of seniority in the following order: casual before regular part-time before full-time nurses.

Cancellation messages will be left on email and it is the responsibility of the nurse to check for messages.

- (b) Notice of cancellation initiated by the Employer shall be provided by twenty one hundred (2100) hours on the Evening prior to a scheduled day shift; failing which the Employer shall pay four (4) hours cancellation pay.
- (c) Three (3) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night shift; failing which, the Employer will pay four (4) hours cancellation pay.
- (d) In the event that there might not be sufficient work for a nurse for an upcoming shift, the Employer may:
 - i) cancel the nurse and provide cancellation pay, if applicable. If work becomes available the cancelled nurse(s) will be given first option to work in order of seniority; or
 - ii) offer the nurse the option of remaining on standby in accordance with Collective Agreement Article 16.

Otherwise the nurse begins at the scheduled start time whether or not there is work available at that time.

ARTICLE 15 – JOB SHARING POSITIONS

15.01 Job Sharing

The Parties agree to the following procedure for Job Sharing:

- (a) A request may be made from a full time nurse for a Job Share position. Job sharing requests shall be considered on an individual basis and may be granted based on seniority.
- (b) The total hours worked by the job sharers shall equal one (1) full-time position. The position shall be shared by two (2) nurses whose status will be regular part-time. The division of the scheduled hours shall be determined by mutual agreement between the two (2) part time nurses and the Nurse Manager.
- (c) The schedule shall comply with the scheduling provisions of the Collective Agreement.
- (d) The nurses may exchange shifts with their partner, as well as with other nurses.
- (e) The nurses involved will have the right to determine which partner works on scheduled paid holidays and the job shared position shall only be required to work the same number of paid holidays that a full-time nurse would be required to work.
- (f) The nurses involved will have the right to determine which partner works on scheduled weekends and the job shared position shall only be required to work the same number of weekends that a full-time nurse would be required to work.
- (g) Coverage
 Job sharers are not required to cover for their partners during long term leaves (sick, maternity, parental, education) but may be offered the opportunity to do so. It is expected that job sharers will cover each other's absences for incidental illnesses, and vacations. If, because of unavoidable circumstances, one cannot cover the other, the staffing supervisor must be notified to book coverage.
- (h) Implementation
 The Parties will agree to any job sharing positions arising out of the filling of a vacant full-time position(s), and then two regular part-time positions will be posted and selection of the successful candidates will be based on the Collective Agreement.
- (i) Any incumbent full-time nurse wishing to share their position, may do so without having their half of the position posted. The other half of the job

share position will be posted and selection will be made based on the Collective Agreement.

- (j) If one of the nurses leaves the arrangement, the position will be posted. If there is no successful applicant for the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing in the full-time position or applying for a new position for which the nurse is qualified. If the nurse does not continue in the full-time position, the full-time position must be posted in accordance with the Collective Agreement.
- (k) Each Nurse in the job share position will be regular part-time status. The nurses will receive the percentage in lieu of benefits. All other terms and conditions of the Collective Agreement will apply.
- (l) The Employer and the Union will meet as required to determine the number of job share positions that the visiting nursing program can support.
- (m) Discontinuation

Either party may discontinue the job sharing arrangement with thirty (30) days written notice. Upon receipt of such notice, a meeting shall be held between the Parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE 16 – OVERTIME AND PREMIUM PAYMENTS

- 16.01 (a) All time worked in excess of seventy-five (75) hours in a two week pay period shall be considered overtime. Overtime shall be subject to the following conditions:
- i) Any work assigned by the Employer to a part-time nurse in excess of seven and one-half (7½) hours per shift will be considered overtime and subject to premium pay;
 - ii) Notwithstanding the above, a nurse will have the ability to adjust the approved start and finish times according to client/caseload needs, with the approval of the Manager. Such approval by the Manager will not extend beyond the seven and one half (7½) hour work day. Such adjustments will not result in any entitlement to premiums.
 - iii) Time up to and including fifteen (15) minutes shall not be counted as premium time.
 - iv) Flex time will not exceed sixty (60) minutes on any shift. Time worked beyond eight and one half (8.5) hours will be considered overtime.
- (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. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

The Employer and the nurse will attempt to come to a mutual agreement on a date on which such time off may be taken. Where no agreement on a date is reached for the lieu time being taken, the Employer may pay out the overtime credits annually on March 31st. Overtime credits may not be carried over to the next Fiscal year.

- (c) To meet operational demands and to manage overtime costs, Full Time nurses may voluntarily agree to work in excess of seven and one half (7.5) hours as flex time. Flex time will be approved by the Nursing Manager or designate and tracked by the Staffing Coordinator.

Time worked beyond eight and one half (8.5) hours will be considered overtime. The maximum flex time that can be agreed to be worked by a nurse will be eight (8) hours in a pay period.

Flex time worked will be granted as scheduled time off on a shift, at a mutually agreed time between the nurse and employer, based on operational demands, within two weeks of working the flex time.

Regular part-time nurses may voluntarily agree to work up to eight and one half (8.5) hours at straight time.

The agreement of a nurse to work flex time, will not result in a reduction of hours of work available to be scheduled for any part-time nurse on any shift, or result in the cancellation of a part-time or casual nurse.

16.02 Cancellation Pay

If a nurse's shift is cancelled without the appropriate notice being provided, the nurse will receive four (4) hours pay at regular straight time rate.

16.03 Call-in, Call-back

A nurse who is called back to work after completion of a shift shall receive compensation at the rate of time and one-half (1 ½) covering the whole period the nurse is required to be absent from their residence for such call back with a minimum guarantee of four (4) hours. A full-time nurse may choose to be compensated with payment or bank the equivalent paid hours. Banked hours will be taken off at a time that is mutually agreeable to the nurse and the Employer. A part-time nurse will be compensated with payment only.

16.04 Standby

A nurse who is required to be on standby shall be paid three dollars and thirty cents (\$3.30) for all hours on standby. If called in to work, the nurse shall be paid at time and one-half (1 ½) the nurse's regular rate of pay with a minimum of two (2) hours at time and one-half for all time required to be absent from their residence. Where

such standby duty falls on a paid holiday as set out in Article 18.01, the nurse will receive standby pay in the amount of five dollars and five cents (\$5.05). A nurse who is called in to work prior to 6:00 a.m. who is scheduled to work that day may elect to reduce the required working hours for that day by up to the number of hours worked.

Phone calls made by the nurse on standby shall be counted as time worked. If the time spent is fifteen (15) minutes or less no payment is made. If the time spent is greater than fifteen (15) minutes the nurse shall be paid at time and on half (1 ½) for the entire period on the phone.

16.05 Shift Premium

A nurse working on an evening shift shall be paid a shift premium of two dollars and fifty cents (\$2.50) per hour for each hour worked during the evening.

16.06 Weekend Premium

A nurse shall be paid a weekend premium of two dollars (\$2.00) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

16.07 Reporting Pay

A nurse who reports to work as scheduled or requested shall receive a minimum of four (4) hours pay at regular straight time hourly rate (inclusive of percentage in lieu).

16.08 Responsibility Allowance

The Team Leader on the evening or night shift shall be paid a responsibility allowance of \$.40 cents per hour in addition to salary, shift premiums and other applicable benefits.

ARTICLE 17 – CHRISTMAS / NEW YEAR'S SCHEDULING

17.01 Christmas/New Year's

- (a) A schedule of up to four (4) weeks covering Christmas and New Year's will be determined each year by the end of June and communicated to the Union. The schedule will be posted no later than October 15th.
- (b) A part-time nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise.
- (c) A nurse who is scheduled to work 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.
- (d) Christmas time shall include Christmas Day and Boxing Day.

- (e) New Year's time shall include New Year's Day.
- (f) Vacation requests must be submitted by September 1 to be considered based on seniority, for the Christmas and New Year's periods. Vacation requests may be granted after the rotation has been finalized for the Christmas and New Year's periods, on a day to day basis, based on seniority and operational requirements.

ARTICLE 18 – PAID HOLIDAYS

18.01 The following holidays will be recognized as paid holidays:

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

In addition to the above noted paid holidays, each full-time nurse will be entitled to three (3) Float Days. The float day will be credited to the full time nurses' holiday bank at the end of February, April, and November of each year.

Canada Day must be observed on "July 1".

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

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

18.04 A nurse who works Christmas Day/Boxing Day period shall not be required to work New Year's Eve on the completion of the day shift / New Year's Day. The Employer will rotate the requirement to work Christmas Day/Boxing Day period with New Year's Eve on the completion of the day shift /New Year's Day on an alternating basis each year. Time off during the Christmas period will be considered 1630 hours on December 24 to December 27 at 0800 hours and then 1630 hours on December 31 to January 2 at 0800 hours for the New Year's period.

18.05 A shift that begins during the twenty-four (24) hour period of the above holidays, with the majority of hours worked falling within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

18.06 Where a holiday falls on a full-time nurse's scheduled day off, an additional day off with pay will be scheduled.

18.07 A nurse may accumulate up to two (2) statutory holiday lieu days, a total of fifteen (15) hours which may be taken at the nurse's request, subject to service needs, singularly or consecutively, or added to their vacation. Remaining hours in the Statutory Holiday bank will be paid out on the last pay period in March each year.

- 18.08 Lieu days will be taken within sixty (60) days following the designated Statutory Holiday unless otherwise mutually agreed to by the Employer and the Union to extend the time.

ARTICLE 19 – VACATIONS

- 19.01 All full-time nurses shall be granted paid vacation 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 – fifteen (15) days, one hundred and twelve point five (112.5 hours);
 - (c) Three or more years but less than fifteen (15) years of full time continuous employment - twenty (20) days, (one hundred and fifty (150) hours);
 - (d) Fifteen (15) years but less than twenty-five (25) years of full time continuous employment - twenty-five (25) days, (one hundred and eighty seven point five (187.5 hours);
 - (e) Twenty-five (25) years of full time continuous employment but less than thirty (30) years of service - thirty (30) days, (two hundred and twenty-five (225) hours).
 - (f) Thirty (30) or more years of full time continuous employment – thirty-five (35) days, (two hundred and sixty two point five (262.5) hours.
- 19.02 For the purpose of vacation entitlement, service for those nurses whose status has changed between part-time and full-time shall be their combined service as a part-time and full-time nurse to determine seniority or continuous service. For the purpose of this article, fifteen hundred (1,500) hours of part-time hours worked shall equal one (1) year of full-time continuous service.
- 19.03 Part-time nurses shall be entitled to vacation pay in the following manner:
- (a) less than one (1) year of part-time service – two weeks entitlement (four (4) percent of gross earnings). The nurse may request two (2) weeks of unpaid time off.
 - (b) one (1) or more years but less than three (3) years of part-time service– three weeks entitlement (six (6) percent of gross earnings). The nurse may request three weeks of unpaid time off.
 - (c) three (3) years but less than fifteen (15) years of part-time service – 4 weeks entitlement (eight (8) percent of gross earnings). The nurse may request four weeks.

- (d) fifteen (15) years but less than twenty-five (25) years of part-time service – five (5) weeks entitlement (ten (10) percent of gross earnings).
- (e) twenty-five (25) years of part-time service – six (6) weeks entitlement (twelve (12) percent of gross earnings).
- (f) thirty (30) or more years of part-time service – seven (7) weeks entitlement (14 percent of gross earnings).

19.04 When a nurse's employment is terminated by the Employer for any reason, full payment for vacation earned, but not taken, will be paid to the nurse. If vacation has been received by the nurse over and above the vacation the nurse has earned in accordance with the Collective Agreement, paid vacation time unearned shall be deducted from the salary paid to the nurse.

19.05 Vacation Scheduling:

- (a) The vacation year shall be April 1 to March 31.
- (b) All vacation requests will be submitted in writing and may be provided by email or fax.
- (c) The summer vacation period will be determined each year by December 1st and the Union will be informed. The summer vacation period will be defined to be a maximum of thirteen (13) weeks unless agreed otherwise by the Parties. Requests during the summer vacation period shall be submitted by February 15th and shall be granted in order of seniority.
- (d) To the extent that operational requirements allow, all nurses will be permitted up to two (2) consecutive weeks, or if the nurse so chooses two separate weeks, of vacation in summer prime time. Thereafter, additional weeks of vacation during the prime time summer vacation period will be granted as operationally feasible once all other requests submitted by February 15th have been approved. Vacations requested during the prime time summer period will be granted by April 1st.
- (e) Vacation requests submitted after submission deadline dates are granted on a first come first served basis. The Employer shall reply to the request in writing within one (1) week of the receipt of the request. In the event of conflict, seniority shall govern with respect to granting of vacations.
- (f) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (g) A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.
- (h) Vacation may commence on any day of the week.
- (i) Weekend shifts(s) scheduled prior to or following scheduled vacation, may be requested off.

- (j) Single vacation days may be granted subject to operational requirements.
- (k) Where a nurse'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 nurse's vacation which is deemed to be sick leave under this provision will not be counted against the nurse's vacation entitlement.
- (l) Where a full-time nurse's scheduled vacation is interrupted due to bereavement, the nurse shall be entitled to bereavement leave. The portion of the nurse's vacation which is deemed to be bereavement leave under this provision will not be counted against the nurse's vacation entitlement.
- (m) A nurse may not change her authorized/ approved vacation time without a written request from the nurse and the approval of the Employer.
- (n) The winter school break vacation shall be rotated among interested nurses.
- (o) 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 within the fiscal year, the nurse shall meet with the Manager to arrange to take her remaining entitlement within the first three (3) months of the next fiscal year.
- (p) The Director of Client Services will consider written requests to carry a maximum of two (2) weeks of vacation time or seventy-five (75) hours into the next vacation year. Requests must be made to the Director of Client Services or designate in writing by March 1st of each year.
- (q) Regular part-time and casual nurses may elect to bank the percentage in lieu paid as vacation. The banked vacation percentage will be paid on written request. Nurses may bank only a maximum of two (2) weeks of their vacation percentage. Any hours in excess of the two (2) weeks will be paid on the last pay period in March.

ARTICLE 20 – SKILLS DEVELOPMENT AND TRAINING

20.01 The Employer and the Association recognize their joint responsibility and commitment to provide and participate in the professional development of staff.

In recognition of the importance of nurses' continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow nurses to pursue educational opportunities.

The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.

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.

Where new nursing skills are required, the initial training will be offered based on caseload needs of the area and client requirements.

The Employer will cover the cost of the initial training for required skills. If the Employer does not have the resources to cover the total cost, the Employer will look to cost sharing strategies with the Association or individual nurses. (E.g. Employer covers the cost of the trainer, location, and supplies and the nurse attends on their own time.)

It is expected that following initial training for needed and required skills, the nurse will have the responsibility for maintaining ongoing competence, by utilizing skills in the workplace or attending in-services.

Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

Available programs will be publicized, and the Employer will endeavour to provide nurses with opportunities to attend such programs.

20.02 Orientation and In-Service Program

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

Nurses who displace other nurses in the event of a long-term layoff, nurses recalled from layoff, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer for the purposes of allowing the nurse to assume satisfactorily the duties of such position.

20.03 Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario Practice Guidelines – Supporting Learners. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Employer determines to be appropriate training.

Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

20.04 Student Supervision and Mentoring New Nurses

Nurses may be required, as a part of their regular duties, to supervise activities of students and/or orientating new nurses to the organization in accordance with the current College of Nurses of Ontario Practice Guidelines - Support Learners.

Nurses who are assigned nursing student supervision duties or mentoring of new nurses will be paid a premium of sixty cents (\$0.60) per hour for all hours spent doing these activities.

- 20.05 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the work performed by nurses within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.

Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that nurses are required to utilize in the course of their duties, the Employer agrees that necessary training will be provided.

ARTICLE 21 – EMPLOYEE FILES

- 21.01 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for the immediately preceding twelve (12) months during which the nurse has worked.

- 21.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters with respect to any nurse is produced, 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 the employee file in the presence of the supervisor or designate with a written request submitted in advance to the Employer.

ARTICLE 22 – SICK LEAVE

- 22.01 Full-time nurses will accumulate sick leave on the basis of one (1) working day for each month of service up to a maximum of six hundred and thirty-seven point five (637.5) hours (85 days). It is agreed that nurses who currently have a bank of days in excess of six hundred and thirty-seven point five (637.5) hours (85 days) will have their sick leave bank frozen. Such bank shall be utilized and no further credit shall be given until these individuals have reached six hundred and thirty-seven point five (637.5) hours (85 days).

- 22.02 Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on sick leave. Designated holidays and regular days off shall not form part of the illness period.

- 22.03 Full time nurses are provided with their Sick Leave entitlements on each pay statement.

- 22.04 If a Physician's certificate is requested by the Employer, the Employer shall pay any fee for such certificate which is not payable by the nurses' health insurance plan.
- 22.05 Where applicable, a nurse who transfers from full-time to part-time status may have unused sick leave credits restored, should the nurse resume the full-time status without a break in service within one (1) year.

ARTICLE 23 – PENSION AND GROUP BENEFITS

23.01 Pension Plan

Carefor provides a Pension Plan for all nurses. Enrolment, participation and contributions by the nurse and the Employer will be in accordance with the terms and conditions of Pension Plan. A copy of the pension plan booklet will be provided to Nurses prior to the Nurse's date of eligibility or at the Nurse's request. A copy of the detailed pension plan text is available from Human Resources upon request.

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

23.02 Workplace Safety and Insurance Act

- (a) The Employer shall provide coverage for nurses under the *Workplace Safety and Insurance Act*.
- (b) If a nurse is entitled to paid sick leave, the nurse may request in writing that the Employer maintain salary payment while awaiting approval of a Worker Safety and Insurance Claim. Once the WSIB benefits have been approved the nurse shall reimburse the Employer. The Employer will pay the nurse the amount the nurse would receive from Worker Safety and Insurance benefits, in the case that the WSIB claim is not approved the nurse will be paid sick leave until her sick leave credit is exhausted.

23.03 Group Benefit Plan

Carefor agrees to provide full-time Nurses with the insured benefits as described in the Group Policy Number G0037436 - Plan C. Enrolment and participation by the Nurse will be in accordance with the terms and conditions of the Carefor Group Benefit Plan. Carefor shall provide each Nurse with information booklets outlining the current provisions in the insured benefit plan set out below. Upon request, Carefor will make the plan available to the Association.

(a) Extended Health /Dental Care

The Employer agrees to contribute one hundred percent (100%) of the billed premium for Extended Health Care and forty-two 42% of the billed

premium for Dental Care, based on single, couple or family coverage. It is a condition of employment for Nurses to participate in Extended Health/Dental benefits unless they have at least equal coverage under a spousal plan.

Vision Care

Eye exams, up to one hundred and fifty dollars (\$150.00) per two (2) calendar years.

Purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of three hundred and fifty dollars (\$350.00) per twenty four (24) months.

(b) Basic Life Insurance

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

(c) Accidental Death & Dismemberment Insurance

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

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

The Employee agrees to pay one hundred percent (100%) of the billed premium. Employees may apply for these benefits.

23.04 Long-term Disability (LTD)

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

For nurses hired prior to April 1, 1999, the Employer agrees to continue to compensate the nurses for the difference between the LTD cost as of March 1, 2000 to the above mentioned plan in June and December of each year.

- 23.05
- (a) The Employer shall continue to pay, for a period of up to two (2) years, its portion of the premium for benefit plans for eligible nurses who are on paid leave of absence or WSIB.
 - (b) Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment of the full premium cost and provided that the layoff does not exceed one (1) year.

- 23.06 Retired nurses may participate in a benefit plan. The nurses shall pay 100% of the premium costs.
- 23.07 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 23.08 Employee Assistance Program
The employer will provide all members of the bargaining unit the services of an Employee Assistance Program (EAP).
- 23.09 Benefit Extension
A nurse working full-time past the age of sixty-five (65) years will receive continual benefit coverage under the plan.

ARTICLE 24 – MISCELLANEOUS

- 24.01 The Employer shall provide a bulletin board on each site/office for the sole use of the Association.
- 24.02 A copy of this Collective Agreement in a mutually agreed form will be issued to each nurse employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.
- 24.03 Pay will be deposited bi-weekly into the nurse's bank account by direct deposit, with a clarified, itemized statement of all deductions, premiums and changes available on line, however a printed copy of a specific deposit may be requested by the nurse. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.
- 24.04 Each nurse shall keep the Employer informed of changes to relevant employment information, and contact information.
- 24.05 Where a medical examination is required, a nurse may choose the physician.
- 24.06 Prior to effecting any changes in the Employer's policies or rules, which would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes at the Association Management Meeting.
- 24.07 The Employer will notify the Bargaining Unit President of the names of all nurses off work beyond a two week period and when the nurse is in receipt of Long Term Disability Benefits or Worker Safety and Insurance Benefits.
- 24.08 Inclement Weather
A nurse who is unable to report to work or finish the shift due to inclement weather shall after consultation with the manager, use vacation or compensating time to

maintain paid time, if requested. The Manager may require the nurse to make phone calls to clients when the nurse is unable to work due to inclement weather and such time shall be counted as time worked and shall be paid at the regular rate of pay.

ARTICLE 25 – TRANSPORTATION ALLOWANCE

25.01 Employees will be reimbursed at a minimum of forty-seven cents (\$0.47) per kilometre or the corporate rate. The Employer will conduct an annual review of the kilometre rate reimbursement each fiscal year and may adjust the rate.

Note: Refer to Article 14.01 re: payment.

25.02 The Employer shall reimburse the nurse for legitimate parking expenses incurred in the performance of her duties.

ARTICLE 26 – COMPENSATION

26.01 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 Collective Agreement.

26.02 With the exception of shift nursing hours, all other hours are paid in accordance with Appendix A. Shift nursing hours will be paid in accordance with a Letter of Understanding agreed to by the Parties if required, for each individual nurse doing Shift Nursing.

26.03 A nurse who holds a temporary licence, 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 Director of Client Services or designate, or to the date of last hire, whichever is later.

26.04 Previous Experience Credit

For the purposes of initial placement of a newly hired full-time or part-time nurse on the wage grid, such nurse shall make a claim in writing for recognition of recent nursing experience on the application for employment form or otherwise. The nurse shall co-operate with the Employer by providing verification of such previous experience in writing from previous Employers during the probationary period. No credit shall be given where the nurse has not been actively nursing within the immediately preceding last three years. The Employer shall assess the applicability of the previous experience during the nurse's probationary period and shall place the nurse at an appropriate step on the wage grid effective the date of hire. Such placement shall be on the basis of one (1) increment for each year of nursing experience.

A nurse who is hired as a shift nurse will have her credit for experience for the purpose of placement on the salary scale re-evaluated if the nurse is hired into the Visiting Nursing Program.

- 26.05 An annual increment shall be effective on each nurse's anniversary date of employment or when part time nurse has worked each fifteen hundred (1,500) hours.
- 26.06 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 the position has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay, providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 1 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.
- Any change in the rate established by the Employer through meetings with the Association or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.
- 26.07 A full-time nurse who is transferred to part-time status or vice-versa shall be placed at the same step on the respective wage grid.
- 26.08 A part-time nurse who is temporarily replacing a full-time nurse shall continue to be treated as a part-time nurse.
- 26.09 A part-time nurse will be paid twelve percent (12%) in addition to her straight time hourly rate in lieu of all fringe benefits, (being those benefits paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, shift premium, weekend premium, responsibility allowance, reporting pay, jury and witness duty, bereavement pay and education allowance).
- Part time nurses who opt to join the pension plan shall have their percentage in lieu reduced by four (4) percent.

ARTICLE 27 – MODIFIED WORK/RETURN TO WORK PROGRAMS

- 27.01 The Employer and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.
- The Employer and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful and physically and psychologically safe for them and valuable to the Employer and to meeting the parties' responsibilities under the law.

The parties agree to cooperate in facilitating the return to work of a disabled nurse. There will be ongoing and timely communication by all participants to ensure success.

The parties will undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses.

27.02 Return to Work Plan

When it has been medically determined that a nurse is ready to return to work, the nurse, the Supervisor, a Union Representative and a Human Resources Representative will meet to discuss the Return to Work Plan and create a Return to Work Plan which will consider the Employee’s abilities and accommodation needs.

The parties will monitor the progress of accommodated nurses’ and will meet regularly to evaluate the Return to Work Plan and make any adjustment to the return to work plan as required.

ARTICLE 28 – DURATION

28.01 This Agreement shall continue in effect until March 31, 2022 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.

28.02 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.

28.03 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 Ottawa, ONTARIO, THIS 19th DAY OF October, 2018.

FOR THE EMPLOYER:

FOR THE UNION:

Amy Boudreau, Director

Susan Blair, Labour Relations Officer

Carole Green, Manager

Katherine Hebert, President

Ankica Jovan, Acting Manager

Carol Perrins, RN

APPENDIX “A” – SALARY SCHEDULEHOURLY RATEREGISTERED NURSESRN

Effective	April 1, 2018 (1.5%)	April 1, 2019 (1.5%)	April 1, 2020 (1.5%)	April 1, 2021 (2%)
Step 1	28.13	28.55	28.98	29.56
Step 2	29.24	29.68	30.13	30.73
Step 3	30.73	31.19	31.66	32.29
Step 4	32.12	32.60	33.09	33.75
Step 5	33.22	33.72	34.23	34.91
Step 6	34.73	35.25	35.78	36.50
Step 7	36.21	36.75	37.30	38.05
Step 8	38.20	38.77	39.35	40.14
Step 9	39.95	40.55	41.16	41.98

BSCNRN

Effective	April 1, 2018 (1.5%)	April 1, 2019 (1.5%)	April 1, 2020 (1.5%)	April 1, 2021 (2%)
Step 1	28.97	29.40	29.84	30.44
Step 2	30.08	30.53	30.99	31.61
Step 3	31.59	32.06	32.54	33.19
Step 4	33.00	33.50	34.00	34.68
Step 5	34.09	34.60	35.12	35.82
Step 6	35.62	36.15	36.69	37.42
Step 7	37.11	37.67	38.24	39.00
Step 8	39.12	39.71	40.31	41.12
Step 9	40.85	41.46	42.08	42.92

*Note: Pay increases will be effective the first day of the pay period on or following April 1.

LETTER OF UNDERSTANDING

Between

CAREFOR HEALTH & COMMUNITY SERVICES

And

ONTARIO NURSES' ASSOCIATIONRe: Related Services

The Employer is working at securing contracts with businesses or individuals that require the provision of nursing services in a variety of settings (e.g. flu clinics, wellness clinics).

1. Full-time, regular part-time and casual nurses from the visit and shift nursing programs who have declared an interest in working in Related Services may be assigned to work in Related Services in accordance with their interest and the following:
 - skill, ability, knowledge and experience
 - availability
 - geography
 - skills in the official languages when required
 - all else being equal, seniority
2. Nurses may be hired into or transfer to a position in Related Services. Such nurses would have first priority for shifts in Related Services. Nurses hired into Related Services will be credited with seniority and service from date of hire if the nurse successfully transfers into any other position or program.
3. Nurses may be hired as temporary employees for up to six (6) months.
4. In the event there are not enough nurses who have volunteered for a Related Service, the Employer may require a nurse to take the assignment. In such a situation, the Employer will make additional requests for volunteers. If no-one volunteers, the work may be assigned to the least senior nurse who is working that day who is qualified to do the available work.
5. Hours of work for each related service will vary depending upon the needs and requests of the customer. The Related Services may be scheduled into a visit nurse's day.
6. Part-time nurses who are scheduled for a Related Service will be expected to work unless they provide the Employer with forty-eight (48) hours notice of their inability to meet their commitment.
7. "Hours worked" includes reasonable time required
 - (a) for orientation to the specifics of each Related Service

- (b) to obtain, prior to the date/time of the Related Service, the necessary material, equipment and supplies that are provided.
- (c) for set up and take down and return of supplies.

DATED AT Ottawa, ONTARIO, THIS 19th DAY OF October, 2018.

FOR THE EMPLOYER:

Amy Boudreau, Director

Carole Green, Manager

Ankica Jovan, Manager

FOR THE UNION:

Susan Blair, Labour Relations Officer

Katherine Hebert, President

Carol Perrins, RN

LETTER OF UNDERSTANDING

Between

CAREFOR HEALTH & COMMUNITY SERVICES

And

ONTARIO NURSES' ASSOCIATION

Re: Flex Time Hours Summary

The Parties agree that during the term of this Collective Agreement, the Employer will provide the Union on a quarterly basis at the Association-Management Committee meetings, information that identifies the names of the Full Time nurses who worked flex hours, the total number of "Flex hours" worked in that month and the dates the "Flex hours" have been scheduled off. The information provided to the Union will also include all hours worked by part time nurses-every pay period.

This information will be provided to the Bargaining Unit President or designate and copied to the Labour Relations Officer.

DATED AT Ottawa, ONTARIO, THIS 19th DAY OF October, 2018.

FOR THE EMPLOYER:

FOR THE UNION:

Amy Boudreau, Director

Susan Blair, Labour Relations Officer

Carole Green, Manager

Katherine Hebert, President

Ankica Jovan, Manager

Carol Perrins, RN

LETTER OF UNDERSTANDING

Between

CAREFOR HEALTH & COMMUNITY SERVICES

And

ONTARIO NURSES' ASSOCIATION

Re: Full-Time Evening Positions

The parties agree to pilot evening positions with different Hours of Work as specified in Article 13 of the ONA collective agreement. The positions will be posted for a 6 month trial period.

The respective collective agreement in its entirety will apply with the following exceptions:

Up to 4 FT weekday evening nurses

Hours of work Monday to Friday 1600 - 2400 – no weekends.

Carefor will consider creating job share positions in accordance with Article 15 for any of these postings that remain unfilled.

Up to 2 FT weekend evening nurses

Three 12 hour shifts (1200 – 2400 hours) to include Saturday and Sunday and one of the positions will include Friday and one of the positions will include Monday and also one 8 hour evening shift scheduled once monthly. The 12 hour shifts (paid time = 11.25 hours) will be at straight time; flex and overtime will not apply. It is agreed that nurses will not be required to work more than 142.50 hours in a 4 week period but will be paid 150 hours. No shift premiums will apply to these additional hours. The 4 weekend passes per year rule does not apply.

Prior to the completion of the 6 month trial period, a meeting will be held with the Employer and Union to evaluate the pilot and to make recommendations.

Creation of permanent evening positions will be contingent on agreement by management and the union adopting a new evening staffing model and including the new working conditions in the respective collective agreement. Should the trial period result in the permanent creation of an evening position(s) the successful applicants for the pilot may choose to return to their previous position or remain in the position.

Should the Full time Evening positions be discontinued within the trial period, the full time nurses(s) who have changed their status to Evening Worker will revert to their former position/master schedule.

Should the Full time Evening positions be discontinued after the trial period, the Nurses who

were successful to newly created Evening Nurse positions shall exercise their bumping rights under the collective agreement.

All pre-approved vacation for successful applicants will be honoured.

Vacant 12 hour shifts resulting from this pilot will be offered to another nurse, however there is no obligation for another nurse to fulfill the entire 12 hours.

Duration

This letter of understanding will be a six (6) month term and may be modified by mutual consent of Carefor and ONA. The parties agree to meet and discuss the implementation date of this staffing model during regularly scheduled Association-Management Meetings.

DATED AT Ottawa, ONTARIO, THIS 19th DAY OF October, 2018.

FOR THE EMPLOYER:

FOR THE UNION:

Amy Boudreau, Director

Susan Blair, Labour Relations Officer

Carole Green, Manager

Katherine Hebert, President

Ankica Jovan, Manager

Carol Perrins, RN

LETTER OF UNDERSTANDING**Between****CAREFOR HEALTH & COMMUNITY SERVICES****And****ONTARIO NURSES' ASSOCIATION****Re: Staffing & Scheduling Pilot****Rationale:**

The current approach to staffing nurses using Article 13.02 (a) and (b) in the ONA Collective Agreement (expired March 31, 2018) presents management with a number of challenges in moving towards a more proactive, planned and structured approach to staffing and scheduling of its nurses for the delivery of home care services.

Current Language:

Article 13.02 Scheduling

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

- (a) The work schedule which includes night standby shall be posted four (4) weeks in advance and shall cover a four (4) week period.
- (b) Where possible, any request for time off must be submitted in writing two (2) weeks in advance of the posting of the schedule.

Management believes that this small window of time to receive requests for time off (2 weeks in advance of the posting of the schedule) and the high frequency of posting schedules (every 4 weeks) leads to continuous changes to the schedule, lack of consistency in approach and contributes to a lack of continuity in scheduling of client care visits.

Intent:

The intent of implementing a staffing and scheduling pilot is:

- to design a more planned, proactive and structured staffing process and procedure that will contribute to a better quality of life for nurses
- to achieve greater consistency in staffing and continuity of care provided to clients
- to reduce the number of requested schedule changes and postings throughout the year in order to simplify the process and reduce effort of nurses and staff

Pilot Details:

Management is proposing to modify Article 13.02 (a) and (b) to read as follows for the duration of the pilot.

- (a) The work schedule which includes night standby shall be posted 4 weeks in advance and shall cover a twelve (12) week period.
- (b) Where possible, any request for time off must be submitted in writing four (4) weeks in advance of the posting of the schedule.

In addition to these changes, management will work closely with ONA members to develop a new standard operating procedure for staffing and scheduling. This procedure is intended to guide staff and nursing leadership in the day-to-day implementation of the pilot.

Throughout the pilot, Article 13.02 (h) will remain:

A request for an exchange of shift(s) set out in the posted time schedule must be submitted via email 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.

Although a goal of this pilot is to reduce the frequency of staffing and scheduling changes, management agrees to respond to and accommodate requests for time off after schedules are posted, where deemed reasonable and appropriate.

Pilot Duration:

The pilot will run over two (2) consecutive scheduling periods, which will include an evaluation. The evaluation will include feedback and input from ONA members. Information collected will be used to improve the pilot for the following scheduling period.

Suggested pilot timelines are below:

1st Pilot Scheduling Period*

Submission Date	Posting Date	Schedule Period
July 31, 2018	August 31, 2018	October 1, 2018 to January 6, 2019

**includes Christmas and New Year's Stat Holidays*

2nd Pilot Scheduling Period

Submission Date	Posting Date	Schedule Period
November 7, 2018	December 7, 2018	January 7, 2019 to March 31, 2019

This letter of understanding will run over two (2) consecutive pilot scheduling periods and may be modified by mutual consent of Carefor and ONA.

Following the pilot, both parties agree to meet and discuss the findings of the evaluation for an assessment of pilot strengths and areas in need of improvement. This information will inform a decision on whether to continue with this approach or not. This discussion will take place at a scheduled Association-Management Meeting.

DATED AT Ottawa, ONTARIO, THIS 19th DAY OF October, 2018.

FOR THE EMPLOYER:

FOR THE UNION:

Amy Boudreau, Director

Susan Blair, Labour Relations Officer

Carole Green, Manager

Katherine Hebert, President

Ankica Jovan, Manager

Carol Perrins, RN