

COLLECTIVE AGREEMENT

BETWEEN

**VICTORIAN ORDER OF NURSES CANADA,
ONTARIO BRANCH, BRANTFORD, HALDIMAND
AND NORFOLK SITES**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 181.17

Expiring March 31, 2018

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ARTICLE 1 – GENERAL PURPOSE

- 1.01 The purpose of this agreement is to promote and maintain harmonious relations between the Employer and the Union; to provide for the prompt settlement of disputes; and to establish and maintain mutually acceptable working conditions, hours of work, and compensation for all Union members, so as to facilitate VON's leadership in the development of health and social policy, the delivery of innovative community-base nursing, and other health care and support services, based on the principles of primary health care.

ARTICLE 2 – RECOGNITION AND COVERAGE

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all registered Practical Nurses, including Shift Nurses employed at the Victorian Order of Nurses for Canada, Ontario Branch, Brant, Haldimand, and Norfolk Site save and except supervisors and persons above the rank of supervisor, working in a nursing capacity.

- 2.02 The term "employee" or "employees", as used in this Agreement, unless it is clearly specified otherwise, shall mean only those employees who are included in the bargaining unit as described above.

2.03

(a) Full-time

A "Full-time" Employee is one who is employed on a full time basis, who regularly works the standard full-time hours per week as defined by Article 16.01;

(b) Part-time

A "Part-time" Employee is one who is employed to work less than the standard hours per week as specified in this collective agreement but who works on a regularly scheduled basis;

Clarity Note: Employees who are temporarily assigned to Full-time positions will remain classified as "Part-time" employees for all purposes under this collective agreement, except for scheduling.

(c) Casual

A "Casual" Employee is one who is employed to work on an irregular non-recurring basis as and when required by the Employer.

- 2.04 No non-union employee shall perform the duties of positions performed by employees covered by this Agreement, save and except for a period of no longer than thirty (30) working days in cases of emergency, during periods of instruction, or when employees normally performing the duties are not available.
- 2.05 No employee shall be laid off as a result of contracting out of work regularly performed by members of this bargaining unit on the seniority list.
- 2.06 No employee shall be required or permitted to make verbal or written agreement with the Employer or its agents which may conflict with the terms of this collective agreement or applicable legislation.
- 2.07 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer.

ARTICLE 3 –MANAGEMENT FUNCTIONS

- 3.01 The Union recognizes the exclusive right of the Employer to manage and direct the workforce in a fair and reasonable manner. The Union further recognizes the right of the Employer to operate and manage its business in all aspects in accordance to its responsibilities.
- 3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.
- 3.03 The Employer retains the sole right to make, enforce, and alter from time to time reasonable rules and regulations to be observed by the Employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Collective Agreement. The Employer shall supply each member of the Bargaining Unit with an up to date copy of such rules and regulations.

ARTICLE 4 –NO DISCRIMINATION

- 4.01 It is agreed that there will be no discrimination by either party or by any of the Employees covered by this Agreement on the basis of enumerated grounds under the *Ontario Human Rights Code* or any other factor which is not pertinent to the employment relationship. No employee shall be coerced, restrained, or influenced on account of membership, activity, or inactivity in any labour organization.

ARTICLE 5 –UNION SECURITY

- 5.01 The Employer agrees that all present employees shall remain, and new employees shall become, members of the Union when they commence employment. The Employer will deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

- 5.02 Deductions shall be made from the biweekly payroll and shall be forwarded to the Secretary-Treasurer of the Canadian Union of Public Employees Local 181, by no later than the 15th day of the month following, accompanied by a list of the names, addresses (including email), and phone numbers of all employees from whose wage deductions have been made.

ARTICLE 6 – UNION ORIENTATION

- 6.01 The Employer will notify the Union of all newly hired employees that are members of the bargaining unit. The Employer will provide the employee with a copy of the collective agreement to acquaint them of the relationship between the Employer and the Union. The Employer agrees that an officer of the Union or Employee Representative shall be allowed a thirty (30) minute period during regular working hours without loss of pay to interview newly hired Employees within the first 30 days of employment. During such interview, membership forms may be provided to the Employee. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Employer.

ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE

- 7.01 A Labour-Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union Executive. This Committee shall set forth its own mutually agreeable terms of reference.
- 7.02 Meetings of this Committee shall be held during the months of September, November, January, March and May, or at the request of either party, at a mutually agreeable time and place. This Committee shall meet providing there is business for their joint consideration. A request for a meeting will be indicated by a letter or note from either party to the other party containing an agenda of subjects to be discussed.
- 7.03 The Union recognizes that members of the Labour-Management Committee have regular duties to perform in connection with their employment, and that only such reasonable time as is necessary will be spent during working hours to attend such Committee meetings. Employees shall not suffer any loss of pay for time spent in such Committee meetings.
- 7.04 An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- 7.05 Minutes of Meeting
- Minutes of each meeting of the Committee shall be prepared by the Employer and signed by the Joint chairpersons as promptly as possible after each meeting. Copies will be given to the employer and the Union and a copy shall be posted within (5) working days following the meeting.
- 7.06 Jurisdiction of Committee
- Professional responsibility concerns will be subject to review by the Joint Labour-Management Committee. The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.
- 7.07 The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 7.08 The Employer will use the Labour Management Committee as a vehicle to notify the Union of any decision by the Employer that will have an impact on a group of employees at least thirty (30) days in advance of the implementation of the decision.
- 7.09 In the event that the Employer assigns a number of patients or a workload to an individual employee or group of employees such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care:
- (a) She will initially address it through the CSA or the team huddle
 - (b) Should this situation arise from an unexpected elongated client visit, she shall address it through contacting the CSA to have the remainder of her appointments adjusted
 - (c) Failing resolution through 7.09 (a) or (b), they may refer the matter in writing to the Labour-Management Committee within thirty (30) calendar days.

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

ARTICLE 8 – UNION OFFICERS AND COMMITTEES

8.01 Union Bargaining Committee

A Bargaining Committee of the Union shall be appointed, to consist of three (3) members of the bargaining unit. The Union will advise the Employer of its appointees and all other members of its Executive. The Employer will advise the Union of its appointees to act on its behalf. Permission to leave work for such negotiation purposes shall be granted by the immediate supervisor or her/his designate. All time spent in negotiations, shall be considered as time worked and no employee shall suffer any loss in benefits or pay.

8.02 Union Officers and Committee Members

The Employer acknowledges the right of the Union to elect or otherwise select from the bargaining unit Stewards to assist Employees in presenting their grievances to the representative of the Employer.

The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without the permission of their immediate supervisor. Permission from the Supervisor will not be unreasonably withheld. This does not apply to time spent on such matters outside the regular working hours.

- 8.03 In order to provide an orderly procedure for the servicing of differences between the parties and the employees' grievances which may arise hereunder, the Union may establish a Unit Grievance Committee of not more than three (3) seniority employees of whom may attend meetings with the Representatives of the Employer. The Unit Chairperson shall notify the District Executive Director or designate, in writing, of the names of the members of the Unit Grievance Committee and any change thereto before the Employer shall be required to recognize them. Only two (2) duly authorized members of the Unit Grievance Committee, together with the Unit Chairperson, shall assist employees or attend meetings as provided in the Grievance Procedure.
- 8.04 The Employer will provide a bulletin board in each office for the sole use of the Union.
- 8.05 The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.
- 8.06 The representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 9.02 It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until she/he has first given her immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor within fifteen (15) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee and failing settlement with five (5) working days, it shall then be taken up as a grievance within five (5) working days following notification of her immediate supervisor's decision in the following manner and sequence:

STEP 1

The Employee may submit a written grievance, signed by the Employee, to his/her immediate Supervisor and a Union Representative or Steward. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate Supervisor will deliver his/her decision in writing within five (5) working days following the day on which the grievance was presented to him/her. Failing settlement, then:

STEP 2

Within five (5) working days following the decision in Step No. 1, the grievance may be submitted in writing to the District Executive Director, or designate. A meeting will then be held between the District Executive Director, or designate and the Grievance Committee within five (5) working days of the submission of the grievance at Step No.3 unless extended by agreement of the parties. It is understood and agreed that a National Representative of the Union and the griever may be present at the meeting. It is further understood that the District Executive Director, or designate may have such counsel and assistance, as he may desire at such meeting. The decision of the District Executive Director shall be delivered in writing within five (5) working days following the date of such meeting. A copy of the third step grievance reply will be provided to the National Representative of the Union.

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to Arbitration within thirty (30) calendar days of receipt of the written response from the Executive Director. If no written notification is received within the 30-day period, the grievance will be deemed to have been abandoned.

9.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Step 1, of this Article may be by-passed.

9.04 The time limits specified in the Grievance Procedure may be altered upon mutual agreement of the parties to this Collective Agreement in writing.

9.05

(a) It is understood that members of the Grievance Committee and other recognized Committees have their regular work to perform on behalf of the Employer and that if it is necessary to service a grievance or perform other Union functions connected with the Agreement during working hours, they will not leave their work without first obtaining the permission of their manager, which permission will not be unreasonably withheld. When resuming their regular work, they will report to such manager and, if required, will give a reasonable explanation as to their absence.

(b) It is understood that permission requested of a manager as it appears in any articles of the Agreement, should the manager not be available, the request shall be made to the next member of management available.

9.06 Group Grievance

Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 2.

9.07 All decisions arrived at between the representatives of the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned.

9.08 It is understood that the Union may have the services of the CUPE Local 181 Chief Steward to assist in the hearing of grievances at Step 2 and thereafter of the Grievance Procedure.

9.09 Mediation

Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within five (5) working days after the disposition of Step 2 and a response from the responding party shall be issued to the requesting party within five (5) working days. The mediator shall be selected by mutual agreement of the parties and costs shall be shared equally. The mediator shall endeavour to assist the parties to settle the grievance by mediation. A request for mediation shall not be unreasonably denied by either Party.

In cases where the responding party declines mediation, the timelines to file the matter for arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a mediator but is not resolved to the satisfaction of the parties, the timelines to file for arbitration shall commence upon completion of the mediation stage.

ARTICLE 10 – ARBITRATION

10.01 When a dispute arises in respect of any of the matters covered by this Agreement, including;

- (a) the interpretation, application or administration of this Agreement, or,
- (b) when an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached through the process provided for under Article 9, the matter in dispute may be submitted by the Employer or the Union to Arbitration.

10.02 SINGLE ARBITRATOR: Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of ten (10) working days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

- 10.03 **BOARD OF ARBITRATION:** Either of the parties to this Agreement desirous of exercising this provision shall notify the other party in writing, and at the same time nominate a representative. Within five (5) working days thereafter the other party shall nominate a representative. The two representatives so nominated shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of five (5) days following the date of their appointment either representative will then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.
- 10.04 Any Single Arbitrator/Arbitration Board appointed pursuant to this Article has no jurisdiction to alter, modify or amend the collective agreement or make any decision that is inconsistent with the provisions of this Agreement.
- 10.05 The decision of the Single Arbitrator/Arbitration Board appointed pursuant to this Article is final and binding upon the Employer, the Union and any Employee affected thereby.
- 10.06 Where there is a Single Arbitrator, the Employer and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own nominee and shall share the cost of the Chairperson and the arbitration proceedings.
- 10.07 Notwithstanding the provisions of Article 9 or this Article;
- (a) No matter in dispute may be submitted to arbitration which has not been properly processed through the grievance procedure as set forth in Article 9.
 - (b) The provision of this section shall not be considered to have been waived unless agreed upon, in writing, by both parties.
- 10.08 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 10.09 Upon mutual consent of the parties any difference may be submitted to a three person Board of Arbitration.

ARTICLE 11 – NO STRIKE AND NO LOCKOUT

- 11.01 In view of the orderly procedure for settling grievances, following the signing of this Agreement, the Employer agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strike or other collective action which will stop, curtail or interfere with work or the Employer's operations during the life of this Agreement.

The Union agrees that if any such collective action takes place, it will repudiate it forthwith and require its members to return to work. Any employee participating in any such strike will be subject to discipline, including discharge.

- 11.02 In the event that any employee, other than those covered by this Agreement, engages in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to cross or to refuse to cross such picket lines.

ARTICLE 12 – DISCIPLINE PROCESS

12.01 Discharge and Discipline Procedure

The release of a probationary Employee may be for just cause, or for performance of a lesser standard and will not be the subject of a grievance.

A claim by an Employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the Employee with the Employer at Step No 2 within five (5) working days after the date of discharge or suspension is affected. Any discipline up to but not including discharge and suspension if grieved will commence at Step No 1. An Employee shall have the reason(s) for such discharge or discipline given in the presence of her/his Steward or Union Representative.

The Employer agrees to provide written reasons within five (5) working days to the affected Employee in the case of discharge or discipline.

Where the Employer intends to discipline an Employee, the Employer will so notify the Employee twenty-four (24) hours in advance, in order that the Employee may contact her/his Steward or Union Representative to be present; if they wish to do so.

Should the Employee not contact their Steward or Union Representative the interview will proceed with the Employee and Employer alone. However, should the Employee decide that Union representation is desired, the interview will be suspended until the Steward or Union Representative can make themselves available.

12.02 Right to Have a Steward Present

At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an Employee is entitled to be represented by his/her Union Representative. In the case of discipline or discharge, the Employer shall notify the Employee of this right in advance.

When the Employer conducts an investigation concerning the actions or decisions of an employee, including complaints from third parties, the Union shall accompany the employee being investigated.

12.03 Personnel Records

A copy of any completed performance appraisal, which is to be placed in an employee's file, shall be first reviewed with the employee. The employees shall initial such performance appraisal and shall have the opportunity to add his/her views to such evaluation prior to it being placed in his/her file. A copy of any documents referred to in this article will be sent to the Union at the Employee's request.

Upon request and after having given reasonable notice, an employee may review his/her file in the presence of his/her supervisor or designate and Union Representative and be provided with a copy of any document contained therein. Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twelve (12) months following receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for twelve (12) months.

No document shall be used in disciplinary proceedings against an employee where it has not been brought to the Employee's attention at the time of the occurrence giving rise to said occurrence.

ARTICLE 13 – SENIORITY

13.01 Seniority List

Seniority is preference or priority measured by length of service. The Employer shall maintain a single seniority list for full-time and part-time employees. An up to date seniority list shall be placed on the bulletin board by the end of January and July of each year. Copies shall be sent to the Unit Chairperson. Employees shall have 15 work days to dispute the seniority list after each posting after which time it shall be deemed valid until the next posting.

- (a) Seniority for full-time Employees shall be defined as length of continuous service with the Employer since date of last hire. Seniority for part-time and casual Employees shall be based on working hours accumulated with the Employer since date of last hire and seventeen hundred and twenty-five (1725) working hours equals one year of service for part-time and casual Employees. It is understood that regardless of the hours worked, no part-time Employee shall be credited with more than one year of service in a calendar year.

The above formula for part-time and casual Employees will be used to calculate a seniority list for all members of the Bargaining Unit.

- (b) In the event a full-time Employee obtains a part-time position or casual position, or vice versa, the Employee will transfer their seniority to the part-time or casual Employee position, or vice versa, on the basis of one year of full-time service equals seventeen hundred and twenty-five (1725) hours of part-time or casual Employee service.
- (c) Seniority, unless otherwise specified, shall operate on a bargaining unit wide basis.
- (d) Employees with the same seniority date shall have their seniority determined by lottery, as administered by the Union. Once seniority status has been established through the lottery it will be maintained accordingly.

13.02

- (a) The probationary period for full-time Employees shall be three (3) months worked from date of last hire. After completion of the probationary period, seniority shall be effective from date of hire. Part-time and casual Employees shall be considered to be on probation for a period of 450 hours of work or six (6) months, whichever comes first.

If retained after the probationary period, the Part-time or casual Employee shall be credited with seniority (450 hours worked). With the written consent of the Employer, the Probationary Employee, and the President of the Union or her designate, such probationary period may be extended.

13.03 Loss of Seniority

Seniority shall be retained and accumulated when an Employee is absent from work under the following circumstances:

- (a) When on leave of absence with pay;
- (b) When on an approved leave of absence without pay, not exceeding thirty (30) calendar days at any one time;
- (c) When in receipt of paid sick leave and/or L.T.D. Benefits for the first twenty-four (24) months;
- (d) When in receipt of Workplace Safety and Insurance Board Benefits for an injury sustained while in the employ of the Employer;
- (e) When on pregnancy or parental leave in accordance with the Employment Standards Act.

13.04 Seniority shall be retained but not accumulated when an Employee is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay, exceeding thirty (30) calendar days;
- (b) When absent due to illness after sick leave credits have been exhausted and/or while in receipt of other injury or disability benefits which do not qualify under 13.03 (c);

- (c) For a period of lay-off of less than twenty-four (24) months after lay-off commenced;
- (d) When in receipt of Workplace Safety and Insurance Board benefits under circumstances other than those mentioned in Article 13.03 (d) above.

13.05 Seniority shall be lost and employment deemed to be terminated when an Employee:

- (a) Resigns in writing and does not withdraw within three (3) working days;
- (b) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and without providing a satisfactory reason(s) to the Employer unless such notice was not reasonably possible;
- (c) Fails to report for work upon the expiration of an authorized leave of absence, vacation or suspension, without reasonable proof for the cause of delay, except under circumstances beyond the Employee's control;
- (d) Fails, upon being notified of a recall, to signify his/her intention of returning to work within five (5) working days of the notice of recall posted by registered mail to the last known address on file with the Employer and fails to report to work within ten (10) working days after he/she has received the notice of recall or such further period of time as may be agreed upon by the parties, except in circumstances beyond the Employee's control
- (e) Retires.
- (f) After twenty-four (24) months on lay-off.

13.06

- (a) An employee who accepts a position with the Employer, not subject to the provisions of this Agreement, shall be allowed a period of thirty (30) working days to prove their ability for the position. Failing to qualify for such position, the said employee shall revert to their former classification and position within the Bargaining Unit.
- (b) When accepting a position not subject to the provisions of this Agreement, an employee, provided they do not break their service with the Employer, shall retain their seniority for one year only from the date of acceptance. It is understood that such employee shall not continue to accumulate seniority during the said one-year period. The employee shall lose their seniority after one (1) year.

ARTICLE 14 – VACANCIES

14.01 When a vacancy occurs within this bargaining unit and the Employer determines to fill such vacancy or when the Employer determines to increase the number of Employees within this Bargaining Unit, the Employer shall post notice of the vacancy for five (5) working days and announce notice of the position on the e- mail system, for the purpose of permitting any member of the Bargaining Unit to make an application thereto. Such notice shall contain information concerning the nature of the position, qualifications, hours of work, and salary range. A copy of the posting will be sent to the Unit Chairperson of the Union. No external applicants shall be considered during the internal posting and selection process. Employees shall have an opportunity to apply and will not be unreasonably denied an interview. Following the selection of and notification to the successful applicant, all other applicants shall be advised of the Employer's decision within three (3) working days of the appointment being made.

14.02 In assessing applicants for vacancies or new positions the following factors shall be considered:

(a) skill, ability, experience and qualifications;

(b) seniority.

When the factors in (a) are relatively equal (b) shall govern. However, if senior applicants are refused a position they will be given a written reason(s) for such refusal. The Employer shall not be required to consider applicants who are classified as Full-time when applying for Temporary Full Time positions in a district.

14.03 Trial Period

The successful applicant shall be notified within a reasonable amount of time following the end of the posting period. He/she shall be given a trial period of thirty (30) working days, during which time he/she will receive orientation for the position if necessary. The Employer shall not curtail the trial period without just cause, before it has run its full course. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions due to an appointment under article 14.01 or 13.06 (a) shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

14.04 Temporary vacancies shall be filled in the following manner:

- (i) Temporary vacancies that are expected to exceed thirty (30) working days but not more than fifty-two (52) weeks in duration will be posted and filled in accordance with the provisions of this agreement. With approval of both parties the Employer may post a contract for up to thirty (30) months in duration for special circumstances when it is known at the time of posting that the expected duration will be longer than fifty-two (52) weeks.
- (ii) Where absences expected to be less than thirty (30) days are replaced, they will be scheduled based upon the scheduling parameters in article 16.
- (iii) If the vacancy cannot be filled internally then the Employer may fill the vacancy from outside the bargaining unit.
- (iv) An employee selected to fill a temporary vacancy will be returned to his or her former position at the completion of this assignment, as will employees selected to fill subsequent vacancies.
- (v) The Employer shall have the right to fill a posted vacancy on a temporary basis for up to thirty (30) working days to allow for completion of the posting and transfer process.
- (vi) Employees assigned to Temporary full-time through the application of this provision will maintain their employment status (i.e. P.T., F.T., etc.).
- (vii) Employees newly hired to fill temporary vacancies may be released with appropriate notice as per the Ontario Employment Standards Act if the reason for the temporary position no longer exists and such release shall not be the subject of a grievance or arbitration. If after posting in accordance with Article 14.01 the temporary employee is retained in a permanent position the Employee will be credited with seniority from date of hire subject to successfully completing his/her probationary period. A temporary employee will be considered an internal candidate for permanent vacancies posted under article 14.01.
- (viii) The length of temporary employment may be extended by mutual agreement of the Union, Employee and the Employer.

ARTICLE 15 – LAY-OFFS

15.01

- (a) When there is a reduction in the normal hours of work or in the workforce resulting in a surplus of Employees and the Employer intends to conduct a lay-off, it shall lay off Employees in reverse order of seniority by job classification, provided that the Employees who are entitled to remain are qualified to perform the available work on the basis of their skill, ability, experience and training. When the Employer meets with the affected laid off employee, there shall be a Union Representative at the meeting.
- (b) An Employee in receipt of notice of layoff pursuant to 15.04 may:
 - (i) accept the layoff; or
 - (ii) elect to transfer to an available vacant comparable position within their job classification provided the employee is qualified and able to perform the work; or
 - (iii) displace another employee who has lesser bargaining unit seniority in the same job classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within five (5) working days after receiving the notice of layoff. Part-time employees may only displace another part-time employee but a full-time employee may displace another full-time employee or an employee. The employee receiving the layoff notice may also accept casual employment.

- 15.02** Employees shall be recalled in order of seniority by job classification, unless otherwise agreed between the Employer and the Union, provided that the senior Employee is qualified to perform the available work on the basis of his/her skill, ability and training.

15.03 No New Employees

No new Employee is to be hired in a job classification, until those on lay-off have been given an opportunity to be recalled provided the Employee on lay-off has the skill, ability and training to perform the available work.

Employees on layoff shall be given preference for temporary vacancies that are expected to exceed thirty (30) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

15.04 Advance Notice of Lay-off

In the event of a proposed lay-off of a permanent or long-term nature, the Employer will provide the Employees, with thirty (30) calendar days' notice of such lay-off. Notice of Lay-off will be sent by registered mail to the current address on file with the Employer. The Employer recognizes that an employee may be entitled to a greater notice period under the Ontario Employment Standards Act and will provide those employees with a sufficient notice period or pay in lieu of notice as required to satisfy the Act.

- (a) If the employee has not had the opportunity to work the days provided in this article, they shall be paid for the days for which work was not made available.

15.05 An Employee who is laid off will continue to participate in the applicable benefit plans until the end of the month in which the lay-off occurs. Thereafter, an Employee may continue to participate in benefit plans, at their request, provided they make arrangement for payment and provided also that the lay-off not exceed one year.

15.06 In the event that the Employer eliminates a full-time position or a full-time position becomes redundant, the Employees so affected shall be entitled to exercise her/his seniority under Article 15.01.

15.07 Grievances concerning layoff and recalls will commence at Step 2 of the Grievance Procedure.

ARTICLE 16 – SCHEDULING

16.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the schedule.

- (a) The normal daily tour shall average seven and one-half (7½) hours, inclusive of travel time and with a one half (½) hour unpaid meal period and inclusive of (2) paid fifteen (15) minute rest periods.
- (b) The normal hours of work for a full time employee will be no less than 7.5 hours per day and 75 hours per 2 week period.
- (c) A part-time employee will provide the Employer with a commitment to work based upon their predetermined full-time equivalency in line with their regularly scheduled rotation. A part-time employee shall be scheduled for no less than four (4) hours per shift. The normal hours of work on a daily tour and the normal hours of work over the employees schedule shall not be construed to be a guarantee of hours of work to be performed on each tour by a part-time employee. A part-time employee may also indicate the other tours on which she is available to work and should be prepared to work should the need arise. Part-time employees will be offered available shifts prior to Casual employees. Part-time employees will be part of the weekend scheduling rotation.
- (d) The scheduling of employees for weekend duty shall be on a rotational basis. Employees hired prior to the date of ratification (*date to be inserted here*), and who are working one (1) in three (3) weekends, as per their predetermined regularly scheduled rotation, shall be grand-parented until they cease to be employed by VON Brant, Haldimand, Norfolk Site. The weekend commences at 16:30 hours on Friday and concludes at 08:00 hours on Monday.
- (e) Employees hired on or after the date of ratification October 7, 2016 , shall work alternate weekends.
- (f) Where there is additional time needed for a client visit, the employee may email the CSA indicating the reason and the amount of time needed to be added to that client visit time. It is understood that if such additional time puts the employee into an overtime position, she must also notify her direct supervisor.

16.02 Evening Tours

- (a) The normal hours of work for the evening tours will begin at 1400 hours in the clinic and 1500 hours in the community. If the caseload permits, the employee may flex her start and stop time.
- (b) Employer initiated shift cancellation will be done by 1100 hours.
- (c) There shall be appropriate communications from the regularly scheduled team meetings to the evening employees.
- (d) It is understood that evenings will be assigned as follows:
 - i. First to the permanent full-time evening position.
 - ii. The permanent part-time evening position.
 - iii. In a fair and equitable manner in rotating reverse order of seniority.
- (e) The employer will ensure that employees will have access to an RN for clinical consultation by either an RN working, RN on call or a Manager (RN) on call. The Employer will communicate with employees to ensure they know how to access the appropriate resource.

16.03 Scheduling

- (a) The work schedule will be based upon a master rotation but will also be posted electronically 6 weeks in advance to cover a 6-week period.
- (b) Any request for time off must be submitted in writing to the Manager prior to the posting of the schedule if possible. It is understood that on occasion things may arise that prevent an advance request. Approval of these requests along with any requests will be based upon the ability to meet service demands.
- (c) There shall be no spilt shifts schedules unless mutually agreed between the employee and the employer.
- (d) The approved (electronically) posted schedule will provide a minimum of 16 hours between scheduled shifts unless otherwise agreed by the employee and the employer.

- (e) An Employee shall not be scheduled to work more than seven (7) consecutive days, unless otherwise agreed by the union, the Employer and the employee(s).
 - (f) Single vacation days shall be granted as long as the employee provides three (3) working days' notice and subject to team coverage.
 - (g) An employee's scheduled tours on a posted work schedule shall not be changed by the Employer to other shifts (e.g. days to evenings) or other areas of assignment without forty-eight (48) hours of notice without the employee's consent. The Employer will not exercise this clause in an arbitrary manner. If the Employer changes a nurse's schedule with less than forty-eight (48) hours notice, time and one half of employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift. It is understood that such shift changes will be made in order of reverse seniority.
 - (h) When a patient visit is cancelled the employee is required to inform the employer that they will have excess capacity and the employer will attempt to add new visits to the employee's workload or move visits from a junior employee or provide work within the office to get the employee back up to 7.5 hours for a full time employee or 4 hours for a part time employee. If it is not possible to add the time or the employee does not wish to have the time added the employee can use and accrued time off that they have to top up their hours.
 - (i) If an employee's shift is cancelled with less than fifteen (15) hours of the start of a day shift, they will receive four (4) hours cancellation pay. For an evening shift they must receive at least four (4) hours notice.
- 16.04 Employees have continuous access to their client assignments via their mobile device. It is their responsibility to regularly monitor for changes. If there is any change to their assignments that is delayed and not received by the employee in time and results in a missed visit, there will be no repercussion to the employee. Any changes to an employee's assignment after 1400 for evening shifts and 2000 for the next day shifts will be accompanied with an e-mail notification to the employee.

- 16.05 Where employees primarily assigned to work in the community are assigned to work in the clinic, these assignments will be made in order of reverse seniority, except where mutually agreed between the Employer and employee or when an employee has a cancellation and this will provide the needed hours or in a *bona fide* emergency. The only time that the lowest seniority employee will not be assigned is if they have a time specific client during the time period in question. In that case the Employer would move up the seniority list as necessary
- 16.06 Visiting Nurses will not be required to perform shift nursing, except where mutually agreed between the Employer and employee or in a *bona fide* emergency.

ARTICLE 17 – OVERTIME AND SHIFT PREMIUM

17.01 Overtime Defined

- (a) If an Employee is required to work in excess of seven and one-half (7.5) hours per day or seventy-five (75) hours in a bi-weekly pay period, she shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate, or time and one-half lieu time off.
- (b) All overtime must be pre-authorized by the Employee's immediate Supervisor or her designate. Employees must request pre-authorization of overtime where feasible. Also, where feasible, the Employer may re-schedule some of the day's caseload to other Employees or to other days so as to avoid overtime. Time up to and including fifteen (15) minutes will not be counted.
- (c) All overtime shall be initially paid out as lieu time until the employee reaches a maximum of thirty-seven and a half (37.5) hours in their lieu bank. Once the employee has reached this maximum all additional overtime will be paid out as time and one half (1½) their regular hourly rate of pay.

17.02 Sharing of Overtime

Insofar as it is practicable to do so, overtime and call back time shall be divided equally among Employees performing the work who are willing and qualified to perform the work that is available. If no one volunteers for overtime it will be assigned in reverse order of seniority of those employees scheduled.

17.03 Shift Premium

A shift premium of an additional \$2.00 will be paid for all hours worked on the evening or night shift where the employee is required to work beyond 18:00 hours.

17.04 Weekend Premium

- (a) A weekend premium of an additional \$2.00 will be paid for all hours worked between 2400 hours on Friday and 0800 hours Monday.
- (b) If an employee works an additional weekend over and above their regular commitment she shall receive a premium of one and one-half (1½) times her regular straight time hourly rate for all hours worked on that weekend.

17.05 RPN Lead Pay

An employee will be assigned to be the RPN Lead for the Home Support Program for weekends and evenings. This employee will be provided thirty (30) paid minutes in lieu of this responsibility in the form of a caseload reduction during their shift. If the on call responsibility lasts longer than the end of their shift they will receive \$3.50 per hour for the time they are on call after the expiration of their shift. The on call responsibility ends at 2300 hours each day. The RPN is not required to attend to the client.

If an employee is unable to begin her regular shift until after 1700 hours due to time-specific clients, it is understood that she will be eligible for the above noted \$3.50 per hour.

17.06 An employee called in to work outside of their normal shift shall be scheduled for a minimum of four (4) hours in the community or three (3) hours in the clinic.

17.07 An employee who has completed her regularly scheduled shift and is called back to work shall receive time and half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours' pay at straight time.

ARTICLE 18 – PAID HOLIDAYS

18.01 The following holidays will be recognized as paid holidays:

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

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

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

18.03 In the event that a full time employee works on any of the foregoing designated holidays she shall be paid at the rate of one and one half times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive a lieu day off with pay, to be taken within sixty (60) days at a time mutually agreed upon between the employee and her direct supervisor.

18.04 A part-time employee shall be paid at the rate of time and one half her regular straight time hourly rate for all hours worked on the recognized holidays.

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

18.06 Where a holiday falls during a full-time employee's scheduled vacation period, her vacation shall be extended by one day unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time employee's scheduled day off, an additional day off with pay will be scheduled at a time mutually agreed upon between the employee and her direct supervisor.

18.07 Part-time/Casual Holiday Pay

Employees will receive their holiday pay as a portion of their percent in lieu of benefits.

18.08 Scheduling of Paid Holidays

- (a) With the exception of New Year's Day, Christmas Day and Boxing Day, staff are required to be available for scheduling for four (4) of the listed holidays.
 - (i) The statutory holiday sign-up will be posted no later than January 15th each calendar year. Employees will indicate their preference for working their four (4) listed holidays by February 15th, and the employer will release the paid holiday schedule by March 1st.
 - (ii) Paid holidays will be assigned by seniority, by employee preference. Should no employee sign-up for a paid holiday, employees will be assigned in order of reverse seniority.
- (b) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 9th (first weekend after New Year). The Christmas/New Year's schedule shall be posted no later than November 15th.
- (c) Staff will be required to work either Christmas or New Year's. Christmas will include Christmas Eve day, Christmas Day and Boxing Day. New Year's will include New Year's Eve day and New Year's Day.

Staff will alternate between Christmas and New Year's each year.

An employee who works Christmas shall not be scheduled for any more than 2 days between December 27th to December 30th, inclusive, unless mutually agreed between the employee and her direct supervisor.

ARTICLE 19 – VACATIONS

19.01 A full-time employee shall be granted vacation with pay as follows:

- (a) less than one (1) year of full time continuous employment - one point two five (1.25) days per month of full time continuous employment;
- (b) one (1) or more years but less than thirteen (13) years of full time continuous employment - four (4) weeks;
- (c) thirteen (13) or more years but less than twenty-two (22) years of full time continuous employment - five (5) weeks;

- (d) twenty-two (22) or more years but less than twenty-eight (28) years of full time continuous employment - six (6) weeks.
- (e) twenty-eight (28) or more years of full time continuous Employment – seven (7) weeks.

All part-time and casual employees shall receive the applicable vacation pay as a percentage in lieu on each pay and be entitled to vacation time off without pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time Nurses:

(a) less than 1725 hours worked	6%
(b) 1725 to less than 22,425 hours	8%
(c) 22,425 to less than 37,950 hours	10%
(d) 37,950 to less than 48,300 hours	12%
(e) 48,300 hours and greater	14%

19.02 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa shall mean the combined service as a part-time and full-time nurse accumulated on a continuous basis. For the purpose of this article, seventeen hundred and twenty-five (1725) hours of part-time service shall equal one (1) year of full-time service.

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

19.04 Vacation Requests

- (a) Requests for prime-time summer (June, July and August) vacation for the following fiscal year shall be submitted to the Manager in writing by March 15th. Conflicts and other significant problems will be addressed and resolved with the team at the April meeting, which shall be scheduled no later than April 15th. Unresolved conflicts will be taken to the Manager for dispute resolution. The summer vacation schedule shall be posted no later than May 1st. Where there is a conflict in vacation requests, seniority will govern.
- (b) Requests for the Christmas break vacation during the fiscal year shall be submitted to the Manager in writing by September 15th. Conflicts and other significant problems will be addressed and resolved with the team at the October meeting, which shall be scheduled no later than October 15th. Unresolved conflicts will be taken to the Manager for dispute resolution. The Christmas vacation schedule shall be posted no later than November 1st. Where there is a conflict in vacation requests, seniority will govern.
- (c) Requests for the March break vacation during the fiscal year shall be submitted to the Manager in writing by September 15th. Conflicts and other significant problems will be addressed and resolved with the team at the October meeting, which shall be scheduled no later than October 15th. Unresolved conflicts will be taken to the Manager for dispute resolution. The Christmas vacation schedule shall be posted no later than November 1st. Where there is a conflict in vacation requests, seniority will govern.
- (d) All other vacation requests, except for single day requests as per Article 19.05, shall be submitted in writing at least one (1) month in advance, and the Manager shall reply to the request within one (1) week.
- (e) Vacation requests shall not be unreasonably denied.

19.05 Vacation Scheduling

- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (c) Vacation may commence on any day of the week.

- (d) When requesting vacation time off, employees are required to list the actual dates that they are requesting for that vacation period, including any scheduled weekend shifts. It is understood that scheduled weekend shifts which fall within the vacation period will be considered a weekend worked for the purpose of 16.01 (d).
- (e) Single vacation days may be granted as long as the employee provides three (3) working days' notice and subject to Team Coverage.
- (f) Where an employee's scheduled vacation is interrupted due to hospitalization or serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.
- (g) Where a full-time employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave according to Article 12.09. The portion of the employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the employee's vacation credits.
- (h) An employee may not change her authorized vacation time without a written request from the employee and the approval of the employer.
- (i) The parties agree that annual vacation is intended to be taken in total each year. Where an employee is unable to take her entire vacation entitlement, it shall be paid out at the fiscal year end.
- (j) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Executive Director or designate.
- (k) Employees will be allowed to book a maximum of 2 consecutive weeks of vacation and use their seniority to receive priority for approval. They may be able to have a longer stretch of vacation if there are no conflicts with other staff requests and staffing levels allow it

- 19.06 Vacation requests, which have been submitted by the employee and approved by the Employer, shall not be cancelled by the Employer without the consent of the employee.

The parties agree to change the previously agreed article 13.01 (b) to the following:

In the event that a full-time Employee obtains a part-time position or a casual position, or vice versa, the employee will transfer their seniority to the part-time or casual employee position, or vice versa, on the basis on one year of full time service equals seventeen hundred and twenty-five (1725) hours of part-time or casual employee service.

ARTICLE 20 – SICK LEAVE

- 20.01 Full-time employees will accumulate sick leave on the basis of one and one half (1½) working days for each month of service up to a maximum of one hundred and twenty days (120) days.
- 20.02
- (a) Sick leave credits will continue to accrue for all employees during such time as the nurse may be absent on paid sick leave. Designated holidays and regular days off shall not form part of the illness period.
 - (b) When an employee is ill she shall receive her regular pay from these credits.
- 20.03 If a physician's certificate is requested, the Employer shall pay any fee for such certificate which is not payable by the employee's health insurance plan.
- 20.04 Where applicable, an employee who transfers from full-time to part-time status may have her unused sick leave credits restored to her, should she re-join the full-time staff without a break in service.

20.05 Modified Work

- (a) The Employer will notify the Union of the name of all employees off work due to work related injury (whether or not the employees are in receipt of WSIB benefits) and those on LTD by the 15th of each month.
- (b) The Employer will notify the Union of the name of any employee returning to work on a modified/light/alternate work program.
- (c) Prior to any employee returning to work on a modified/light/alternate work program, the Employer will notify and meet with a CUPE National Representative and a member of the Union Executive to negotiate a back-to-work program for the employee. The unavailability of a CUPE National Representative shall not delay such meeting.
- (d) The Employer shall supply the employee with a signed copy of the Form 7 at the same time it was sent to the WSIB.

20.06 Family Illness Days

- (a) Employees may convert up to three (3) sick days to family illness days, which may be used in hourly increments. It is understood that unused family illness days will be converted back to sick leave credits at the end of the calendar year.
- (b) It is understood that family illness days are intended for use when an immediate family member as defined by Article 21.03 (a) or any other dependant, under the employee's care is ill.
- (c) Wherever possible, requests for family illness days will be made at least three (3) days in advance to the employee's direct supervisor. When a family illness day is requested in relation to an emergency, notice provisions will be waived.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Requests for leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made in writing to the appropriate Supervisor or his/her designate at least four (4) weeks in advance, if possible, and a written reply will be given within fourteen (14) days' receipt of such request, except in cases of emergency. Such leave shall not be unreasonably withheld, however leaves of absence for employees to enter into alternate employment will not be considered.

21.02 Pay During Leave of Absence for Union Work or Functions

Leave of absence for Union business shall be applied for in writing by the Employee to her Manager providing as much notice as possible with a minimum of at least two (2) weeks prior to the commencement of the leave of absence and the application shall clearly state the length of time she/he shall be away from her/his work and the purpose of the leave of absence.

Leaves will not be unreasonably withheld unless due to circumstances beyond the Employer's control. If the Employee has given two (2) weeks notice and the leave is denied, the Employer will give the reasons for the denial in writing.

In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, educational programs or other Union functions. An Employee shall be allowed to make application for leave of absence for Union business, and the total of such Union absence shall not be for longer than forty (40) days in any calendar year. Not more than four (4) Employees shall be eligible for leave of absence for Union business at one time.

When Employees are absent from work to attend Union conventions or seminars the Employer will continue to pay such Employee his or her regular wages and benefits. The Union will later reimburse the Employer for all wages and benefits.

An Employee who is elected or selected for a full-time position with the Union or anybody with whom the Union is affiliated shall be granted leave of absence without pay but without loss of seniority by the Employer for a period of up to twenty-four (24) months. Employees, to whom this provision applies, will not necessarily be returned to their original position and team, notwithstanding article 21.05.

21.03 Bereavement Leave

The following shall be granted:

- (a) A full-time or part-time Employee shall be allowed to take up to five (5) scheduled days off with pay in the event of the death of a current spouse, child, step children, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, son-in-law or daughter-in-law.
- (b) One (1) full day to attend the funeral of an aunt, uncle, spouse's aunt or uncle, niece or nephew.
- (c) When an employee's scheduled vacation is interrupted due to bereavement leave, the employee shall be entitled to bereavement leave in accordance with Article 21.03 (a).
- (d) Where the burial occurs outside of the province of Ontario, additional days without pay may be granted to allow for travel time.
- (e) Bereavement leave is intended to be taken at the time of death of a family member. However, one day may be banked in the event of a subsequent memorial service or interment.

21.04 Paid Jury or Court Witness Duty Leave

If a full-time or part-time Employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is party, or required by subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the Employee's duties at the Employer, the Employee shall not lose regular pay because of such attendance provided that the Employee:

- (a) Notifies the Employer immediately of the Employee's notification that he/she will be required to attend court;
- (b) Presents proof of service requiring the Employee's attendance;
- (c) Deposits promptly with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances, and deposits with the Employer an official receipt where available.

21.05 Return from Leave

Upon return to work following an approved leave of absence, under Article 21, the employee shall be reinstated to the position they held at the time the leave commenced, if it still exists, or to a comparable position if it does not, at the wage level the employee was earning at the time of the leave.

21.06 Professional and Education Leave

- (a) Employees may be granted leave(s) of absence without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the employee's professional development especially as it relates to their responsibilities. Selection shall be made in an equitable manner from employees who make application to attend. Such leave is granted at the discretion of the Employer.
- (b) Professional leave without pay will be granted to employees who are elected to the College of Nurses of Ontario or the Registered Practical Nurses' Association of Ontario to attend their regularly scheduled meetings. Requests must be submitted in accordance with Article 21.01

21.07 Pregnancy Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.
 - (i) The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.
 - (ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.

- (iii) The employee shall give at least two (2) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.
- (iv) Additional leave of absence may be taken under 21.07 (h) Parental Leave.
- (b) An employee who does not apply for leave of absence under 21.07(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.07(a) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- (c) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 21.07 (d).
- (e) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for the length of the leave, on the condition that the employee maintains any employee contribution or payment.

- (f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that they intend to take parental leave.

21.08 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption or foster care and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (c) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if they did not.
- (d) An employee not on pregnancy leave requesting parental leave shall give the Employer two (2) weeks written notice of the date the leave is to begin, unless they are prevented from doing so by reason of the child coming under the care earlier than expected.

Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

- (e) For the purposes of Parental Leave the provisions under 21.07 (a), (c), (d), (e), and (f) shall also apply.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

- 22.01 The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. Pay will be deposited bi-weekly into a bank account as designated by each employee. Except in circumstances beyond the Employer's control, the regular pay day shall be every second Friday, on which day Employees will be paid their respective wage entitlement provided however that when such Friday falls on a paid holiday herein mentioned, the wages shall then be paid at least 24 hours preceding the holiday. On each pay day, each Employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, and arbitration order or by this Agreement.
- 22.02 It is understood that "Celltrack" or any similar program the employer may elect to use will not be the only program or method used for the purposes of calculating wages.
- 22.03 Each Full Time Employee will be advanced from her/his present level to the next level set out in the Salary Schedule, twelve (12) months after she/he was last advanced on her increment date. If an Employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, save and except maternity and/or parental leave as recognized by the Employment Standards Act, her/his service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

Each regular part-time Employee will be advanced from his/her present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 13 as long as there is a minimum of one calendar year from the previous increase.

22.04 Previous Experience Credits

For the purposes of initial placement of a newly hired employee on the wage grid, such employee shall make a claim in writing for recognition of recent related visiting nursing experience and recent related hospital nursing experience at the time of application for employment. The employee 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 employee 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 employee at an appropriate level on the wage grid to be effective upon completion of the probationary period. Such placement shall be on the basis of one increment for each year of community nursing experience and one increment for each two years of hospital nursing experience.

Employees will advance to the next level of the new wage grid, as of their service date in the case of full-time or based on hours worked as per Article 22.03 in the case of part-time and casual.

ARTICLE 23 – USE OF AUTOMOBILE

- 23.01 Full-time, part-time or casual Employees, required to use his/her personal car in the performance of his/her duties, will be compensated on each pay at the rate of forty cents (\$0.40) per kilometer.

Effective and retroactive to May 6, 2016 the rate will increase to forty-two cents (\$0.42) per kilometre.

Effective April 1, 2017 the rate will increase to forty-three and one-half cents (\$0.43.5) per kilometer.

Effective March 31, 2018 the rate will increase to forty-five cents (\$0.45) per kilometre.

This does not apply to travel from an Employee's home to his/her place of work, whether such place of work is the appropriate office, a client's home or a hospital, nor does this apply to travel from such place of work to an Employee's home.

Each Employee who is required by the Employer to operate an automobile in the course of his/her employment shall insure his/her automobile in the amount of at least \$1,000,000.00 public liability while it is in use on business and the Employee shall file proof of such insurance and proof of a valid driver's licence with the Employer annually and shall advise the Employer forthwith of any change of insurance coverage or suspension or loss of licence.

ARTICLE 24 – EMPLOYEE BENEFIT PLANS

24.01 The Employer provides and maintains a registered pension plan. Enrolment, participation and contributions by the employees and the Employer will be in accordance with the terms and conditions of that Plan.

- (a) All full-time employees who are presently enrolled in the Employer's pension plan shall maintain their enrolment in the Plan. Full-time employees 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 employees may participate in the Pension Plan in accordance with its terms and conditions.

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

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

- (a) One hundred percent (100%) of the billed premium towards the coverage of eligible employees in the active employ of the Employer under the Ontario Health Insurance Plan through the Employer Health Tax.

(b) Life Insurance

- (i) one hundred percent (100%) of the billed premium of a group life insurance plan available to full-time employees. The coverage will amount to two (2) times the employee's annual salary and will include Accidental Death and Dismemberment coverage.
- (ii) An employee may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the plan.

(c) Extended Health

- (i) The Employer will pay one hundred percent (100%) of the billed monthly premium, up to the "maximum allocated amount" per month, towards coverage of eligible employees in the active employ of the Extended Health Care Benefits as provided under the Green Shield Package 89 Group Benefit Plan. If the actual monthly premiums exceed the "maximum allocated amount" the employee will pay any amount above the "maximum allocated amount". The current "maximum allocated amount" is \$225 per month for Family coverage and \$100 per month for single coverage.
- (ii) All employees enrolled in the group extended health care plan will be entitled to a direct pay drug card at no expense to the employee.

(d) Dental Plan

The Employer will pay one hundred percent (100%) of the billed monthly premium, up to the "maximum allocated amount" per month, towards coverage of eligible employees in the active employ of the Dental Benefits as provided under the Green Shield Package 89 Group Benefit Plan. If the actual monthly premiums exceed the "maximum allocated amount" the employee will pay any amount above the "maximum allocated amount". The current "maximum allocated amount" is \$75 per month for Family coverage and \$35 per month for single coverage.

- 24.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

- 24.04 The Employer shall provide each employee with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Union for inspection.
- 24.05 An employee on an approved paid leave of absence or in receipt of Workplace Safety & Insurance Board benefits shall be considered an active employee and the Employer will continue to pay its share of the employee's benefit premiums and pension contributions for the duration of the leave, provided the employee pays his or her share of the premiums, if any.
- 24.06
- (a) Where the plans allow, retired employees may continue to participate in the benefit plans set out in this Article. The retired employee shall pay the full cost of the premiums.
 - (b) Where the plans allow, employees who are on layoff may continue to participate in the benefit plans set out in this Article at their request, provided that they make arrangements for payment of the full premium cost. Such entitlement shall not exceed a period of twenty-four (24) months.
- 24.07 Part-time and casual employees will receive six and one half (6.5%) percent of their straight time hourly rate of all hours worked in lieu of pension, health benefits, holiday pay and sick leave. The percentage in lieu shall be paid on each pay period and shall not be included in the base used for purposes of calculating any premiums, nor shall it be paid on any overtime or premium hours worked. The percentage in lieu will be reduced by one percent (1%) for employees who are enrolled in the Pension Plan and by one percent (1%) for employees who are enrolled in the health benefit plans.

ARTICLE 25 - HEALTH & SAFETY, TRAINING, & TECHNOLOGICAL CHANGE

- 25.01 An Employee representative of the bargaining unit shall be a worker representative for the Joint Occupational Health & Safety Committee.
- 25.02 It is understood that the parties will abide by the Joint Occupational Health & Safety Committee terms of reference, including bearing the cost of certifying at least one (1) employee unless the terms of reference or the OH&SA prescribe otherwise.
- 25.03 The parties agree to abide by the Occupational Health and Safety Act, Revised Statutes of Ontario 1990, C.O.1..

- 25.04 The Employer recognizes their legal responsibility to provide health & safety training to each employee as prescribed in the Occupational Health & Safety Act. The cost of such training will be borne by the Employer. Training needs may be determined in consultation with the Joint Health & Safety Committee.
- 25.05 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of employees.
- 25.06 Where there is a requirement for needed and new skills to be implemented, training will be offered to all employees at no cost to the employee. It is understood that such time will be considered work time.
- 25.07 If a required skill is identified as a need to a specific client's care, this skill will be taught to the core group on the team who will be responsible for providing care for that specific client. The cost of such training will be covered by the Employer. (This includes joint visits which must be pre-authorized by the Employer).
- 25.08 In cases where a previously trained employee is concerned about maintaining her competence in a certain skill, she may request to treat a client for the purpose of utilizing that skill, or she may request further training or re-training from the employer. Such requests shall not be unreasonably denied.
- 25.09 Technological Change
- When the Employer introduces new equipment, all staff shall receive training and ongoing education in order to optimize maximum efficiency and safety with the new equipment.
- 25.10 All inservice/education/training required by the Employer shall carry with it payment for attendance to the employees at their appropriate rate of pay and mileage as per Article 23 and Schedule A. It is understood that employees will not be paid for travel time save and except when the inservice/education/ training is during an employee's scheduled workday.

ARTICLE 26 – GENERAL

26.01 It is understood that where the term “spouse” is used in this collective agreement it shall be defined as per the Ontario Human Rights Code, R.S.O. 1990, c.H.19

26.02 Bulletin Boards and Email

The Employer shall provide a bulletin board in the visiting nursing office that all Employees will have access to and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees. The Union will be permitted access to employee mail boxes. Email may be used by the Union Executive to communicate special and general membership meetings.

ARTICLE 27 – COPIES OF AGREEMENT

27.01 A copy of this Agreement in a mutually agreed upon form will be issued to each Employee now employed and as employed. The cost of printing this agreement shall be shared equally between the Union and the Employer. Sufficient copies of this agreement shall be distributed within thirty (30) days of signing.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration

This agreement shall be binding and remain in effect from October 7, 2016 to March 31, 2018, and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires to revise or amend this Agreement.

Signed at Brantford, ON, Ontario this 6th day of November, 2017.

For the Union:

Sho Ogden
Amey Gader
H L

H. Hassick

For the Employer:

A. Repole
Ship P&I

SCHEDULE 'A' – WAGES

RPN Staff Salary Grid								
Current								
Job Title	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
Type 1 Certificate	19.48	19.77	20.06	20.68	21.27	21.87	22.44	23.00
Type 2 Diploma	21.42	21.75	22.07	22.75	23.40	24.05	24.69	25.30
Effective April 1, 2016 - 0.75%								
Job Title	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	
Type 1 Certificate	19.92	20.21	20.84	21.43	22.03	22.61	23.17	
Type 2 Diploma	21.91	22.24	22.92	23.57	24.23	24.87	25.49	
Effective April 1, 2017 - 0.5%								
Job Title	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	
Type 1 Certificate	20.32	20.94	21.54	22.14	22.73	23.29	23.89	
Type 2 Diploma	22.35	23.04	23.69	24.36	25.00	25.62	26.25	
Effective March 31, 2018 - 0.5%								
Job Title	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	
Type 1 Certificate	20.42	21.05	21.64	22.25	22.84	23.40	23.97	
Type 2 Diploma	22.46	23.15	23.81	24.48	25.12	25.75	26.38	

Within six (6) weeks of the date of ratification by the Union, all employees in the bargaining unit on staff on the date of ratification shall receive in lieu of retroactivity the following amounts less statutory deductions:

Full-time	-	\$ 500
Part-time	-	\$ 350
Casual	-	\$ 250

Note: Any employees being paid at Level 1 on the old wage grids on the date of implementation of the new shortened grids will move to the new Level 1 on the new grid effective the date of implementation and will continue accruing hours for movement up the grid to the next level.

LETTER OF UNDERSTANDING

BETWEEN

VICTORIAN ORDER OF NURSES, BRANT, HALDIMAND, NORFOLK SITE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 181

RE: Union Dues

The parties hereby agree that the employer will begin to deduct and remit union dues from the members of the bargaining unit at such a time as the configuration of the new bargaining unit is complete and put into production or three (3) months from the date of ratification whichever is earlier.

LETTER OF UNDERSTANDING

BETWEEN

VICTORIAN ORDER OF NURSES, BRANT, HALDIMAND, NORFOLK SITE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 181

RE: On Call Shifts

Should the employer implement on call responsibilities for the nursing program during the life of this collective agreement, the employer will notify the union in writing. The parties will then meet to negotiate the terms of this new responsibility prior to implementation.

LETTER OF UNDERSTANDING

BETWEEN

VICTORIAN ORDER OF NURSES, BRANT, HALDIMAND, NORFOLK SITE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 181

RE: Shift Nursing

The parties hereby agree that the following terms and conditions apply to all employees employed to provide shift nursing. It is understood that shift nursing means but is not limited to the provision of nursing services to clients in their homes, on an ongoing basis over the course of a shift versus the provision of a nursing intervention during a single visit or visitation.

1.
 - (a) Current employees may apply for and may be employed to provide shift nursing, however will not otherwise be assigned to provide shift nursing except in circumstances in which there is insufficient coverage in the shift nursing program to service all clients, in which case nurses from the Visiting Nursing program may be offered shift nursing assignments as per Article 11 of this Letter of Understanding.
 - (b) Employees assigned to Visiting Nursing on the day shift will not be scheduled or otherwise permitted to work a night shift in the shift Nursing Program such that the Employee would work back to back night and day shifts.
2. Any employee, current or newly hired who chooses to work in the shift nursing program may concurrently work in other programs of the employer, however the terms and conditions of this Letter of Understanding will be the operative terms and conditions of employment for work performed in the Shift Nursing Program.
3. Scheduled hours of work in Shift Nursing will not be a consideration in determining an employee's entitlement to scheduled shifts in Visiting Nursing.
4. Employees will be paid the appropriate rate of pay from Schedule "A" of the Collective Agreement.

5. The maximum regular hours of work in the Shift Nursing Program will be eighty (80) hours per pay period. Employees who work in the Shift Nursing Program in excess of eighty (80) hours per pay period, will receive overtime premium at the rate of one and one-half the straight time hourly rate for the excess time so worked.
6. Work in excess of the regular hours of work may be pre- or post authorized by the employee's immediate supervisor or his/her designate. Employees will request pre-authorization of overtime where feasible. Also, where feasible, the Employer may re-schedule some of the Employee's scheduled time so as to avoid overtime.
7. The daily hours of work will be determined based on the needs of the client, and will include meal and other on-duty break periods where appropriate. Employees will not be scheduled to work in the Shift Nursing Program in excess of ten (10) hours per day unless by mutual agreement. Where possible, and based on the needs of the client, twelve (12) hour shifts may be arranged by mutual agreement. Employees will not be scheduled to work in the Shift Nursing Program, more than seven (7) consecutive days.
8. The following provisions of the collective agreement are to read in conjunction with this letter of understanding:

Articles 1 through 15 inclusive.
Article 18 through 28 inclusive.

It is understood that the loss of a client for whatever reason will result in a temporary reduction in hours and does not constitute a layoff as per Article 15 of the collective agreement.
9. The following provisions of the collective agreement are not applicable to employees while working in the Shift Nursing Program:

Articles 16 and 17, with the exception of 17.07.
10. Employees interested in working as a Casual/Part-time Employee in the Shift Nursing Program will apply in writing to the personnel office.

Employees employed exclusively in the Shift Nursing Program may apply for positions in Visiting Nursing, based on the terms and conditions of Article 14 of the collective agreement.

11. Shift Nursing Assignments will be made based on:

- (a) Skill, ability, experience and qualifications;
- (b) Seniority.

When factors in (a) are relatively equal, (b) shall govern.

It being understood that employees hired exclusively to the Shift Nursing Program will be considered first.